



PROPERTY APPRAISER OF MIAMI-DADE COUNTY

Summary Report

Generated On: 07/06/2025

PROPERTY INFORMATION	
Folio	03-4129-026-2050
Property Address	1021 HARDEE RD CORAL GABLES, FL 33146-3329
Owner	JUAN M DELGADO TRS , JUAN M REVOCABLE TRUST
Mailing Address	1021 HARDEE RD CORAL GABLES, FL 33146
Primary Zone	0100 SINGLE FAMILY - GENERAL
Primary Land Use	0101 RESIDENTIAL - SINGLE FAMILY : 1 UNIT
Beds / Baths /Half	0 / 0 / 0
Floors	0
Living Units	1
Actual Area	
Living Area	
Adjusted Area	3,142 Sq.Ft
Lot Size	5,000 Sq.Ft
Year Built	1925

ASSESSMENT INFORMATION				
Year	2025	2024	2023	
Land Value	\$1,000,000	\$1,235,600	\$990,000	
Building Value	\$892,328	\$512,774	\$461,497	
Extra Feature Value	\$0	\$0	\$0	
Market Value	\$1,892,328	\$1,748,374	\$1,451,497	
Assessed Value	\$1,382,129	\$1,256,481	\$1,142,256	

BENEFITS INFORMATION				
Benefit	Type	2025	2024	2023
Non-Homestead Cap	Assessment Reduction	\$510,199	\$491,893	\$309,241

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

SHORT LEGAL DESCRIPTION	
C GABLES RIVIERA SEC 9 PB 28-29	
LOT 16 BLK 145	
LOT SIZE 50.000 X 100	



TAXABLE VALUE INFORMATION			
Year	2025	2024	2023
COUNTY			
Exemption Value	\$0	\$0	\$0
Taxable Value	\$1,382,129	\$1,256,481	\$1,142,256
SCHOOL BOARD			
Exemption Value	\$0	\$0	\$0
Taxable Value	\$1,892,328	\$1,748,374	\$1,451,497
CITY			
Exemption Value	\$0	\$0	\$0
Taxable Value	\$1,382,129	\$1,256,481	\$1,142,256
REGIONAL			
Exemption Value	\$0	\$0	\$0
Taxable Value	\$1,382,129	\$1,256,481	\$1,142,256

SALES INFORMATION			
Previous Sale	Price	OR Book-Page	Qualification Description
05/18/2017	\$1,200,000	30546-2406	Qual by exam of deed
04/10/2015	\$100	29577-1573	Unable to process sale due to deed errors

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.miamidadegov/info/disclaimer.asp>

City's Exhibit #1

1021 Hardee Rd

<p><u>Owner (deed and PA address)</u> JUAN M. DELGADO, TRUSTEE, OF THE JUAN M. REVOCABLE TRUST, U/A/D 09/04/07 ATTN.: EVANGELINE DELGADO 1021 HARDEE RD CORAL GABLES, FL 33146-3329</p>	<p><u>Owner (attorney provided address)</u> JUAN M. DELGADO, TRUSTEE, OF THE JUAN M. REVOCABLE TRUST, U/A/D 09/04/07 C/O MICHAEL P. PETERSON, ESQ. PETERSON & BALDOR, PLLC 8000 S.W. 117 AVE, STE. 206 MIAMI, FL 33183-4809</p>
<p><u>Mortgagee (nominee)</u> MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. ("MERS"), AS NOMINEE FOR ONSLOW BAY FINANCIAL, LLC 1901 E. VOORHEES ST, STE C DANVILLE, IL 61834-4512</p>	<p><u>Mortgagee</u> ONSLOW BAY FINANCIAL, LLC 1211 AVE OF THE AMERICAS, FL 41 NEW YORK, NY 10036-8705</p>
<p><u>Mortgagee</u> ONSLOW BAY FINANCIAL, LLC c/o CORPORATION SERVICE COMPANY REGISTERED AGENT 1201 HAYS ST TALLAHASSEE, FL 32301-2525</p>	

City's Exhibit #2

CODE CASES (5)		INSPECTIONS (24)		PERMITS (10)					
Permit... ↑	Per...	Per...	Per...	Appli...	Expir...	Final ...	Description	Main Ad...	
BLDR-22-04-1339	FBC Residential	Interior Remodel	Cancelled	04/15/2022		12/06/2022	CANCELLED - SEE BLDR-22-04-1349 FOR PERMIT & REVIEW	1021 HARDEE RD	
BLDR-22-04-1349	FBC Residential	Addition/ Exterior Renovations	Expired	04/20/2022	04/07/2025		**RESIDENTIAL *HISTORIC *INTERIOR/ EXTERIOR RENOVATIONS & CARPORT (200SQFT)	1021 HARDEE RD	
BLDR-23-07-3996	FBC Residential	Roofing	Expired	07/31/2023	04/07/2025		RE-ROOF EXISTING TILE ROOF TO NEW TILE FLAT TILE ROOF PREVIOUSLY APPROVED. RE-ROOF EXISTING FLAT ROOF TO NEW WHITE SINGLE PLY TPO MEMBRANE.	1021 HARDEE RD	
ELER-23-10-1610	Electrical Residential	Addition/ Exterior Renovations	Expired	10/22/2023	04/07/2025		Electrical sub permit - BLDR22041349- **PRIVATE PROVIDER-(INSPECTIONS ONLY) PARAMOUNT CONSULTING & ENGINEERING INC** **RESIDENTIAL *HISTORIC *INTERIOR/ EXTERIOR RENOVATIONS & CARPORT (200SQFT)	1021 HARDEE RD	
MECR-22-05-0237	Mechanical Residential	New Construction	Cancelled	05/18/2022		05/16/2023	Cancelled due to user error	1021 HARDEE RD	
PEXT-24-04-0773	Permit Extension/ Renewal	Building	Cancelled	04/25/2024		04/29/2024	CANCELLED- PRIVATE PROVIDER****RESIDENTIAL *HISTORIC *INTERIOR/ EXTERIOR RENOVATIONS & CARPORT (200SQFT)	1021 HARDEE RD	
PEXT-24-10-1337	Permit Extension/ Renewal	Building	Cancelled	10/28/2024		10/30/2024	CANCELLED, PERMIT NOT NEEDED MASTER PERMIT BLDR-23-07-3996 IS VALID UNTIL 12/30/2024 --- RE-ROOF EXISTING TILE ROOF TO NEW TILE FLAT TILE ROOF OF PREVIOUSLY APPROVED. RE-ROOF EXISTING FLAT ROOF TO NEW WHITE SINGLE PLY TPO MEMBRANE.	1021 HARDEE RD	
PEXT-25-01-1530	Permit Extension/ Renewal	Building	Finalized	01/10/2025		02/12/2025	***01/10/2025***PRIVATE PROVIDER-(INSPECTIONS ONLY) PARAMOUNT CONSULTING & ENGINEERING INC** **RESIDENTIAL *HISTORIC *INTERIOR/ EXTERIOR RENOVATIONS & CARPORT (200SQFT)	1021 HARDEE RD	
SHOP-25-07-1716	Shop Drawings	Scaffolding/ Shoring	Denied	07/01/2025			**RESIDENTIAL *HISTORIC *INTERIOR/ EXTERIOR RENOVATIONS & CARPORT (200SQFT)	1021 HARDEE RD	
UNST-25-06-0034	Unsafe Structure & Emergency Action	Unsafe Structure & Emergency Action	Submitted	06/18/2025			UNSAFE STRUCTURE	1021 HARDEE RD	

City's Exhibit #3



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Permits and Inspections: Search Results

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Permit Search Results

Permit#:	App. Date	Street Address	Type	Description	Status	Issue Date	Final Date	Fees Due
HI-21-12-6238	12/10/2021	1021 HARDEE RD	CERTIFICATE OF APPROPRIATENESS - SPECIAL	Variance for 1021 Hardee Road COA(SP)2021-009. Fee: \$913.50	final	12/10/2021	12/10/2021	0.00
BL-21-05-7478	05/12/2021	1021 HARDEE RD	ROOF / LIGHT WEIGHT CONC	CANCELLED**HISTORIC**RE-ROOF 2 TYPES SLOPED-BORAL BERMUDA FLAT ROOF TILE/ COLOR: TERRACOTTA, FLAT- GAF ROOFING SYSTEM W/ GAF RUBEROID 30FR TOP PLY \$28,000	canceled		07/17/2023	0.00
PW-20-07-6107	07/08/2020	1021 HARDEE RD	OBSTRUCTION OF THE ROW PERMIT	DAY 1: ONE OR TWO HOURS NEEDED FOR TEMPORARY PLACEMENT OF HYDRAULIC TRUCK ON APPROCAH TO DELIVER/REMOVE EQUIPMENT IN COURTYARD. DAY 2: ONE OR TWO HOURS NEEDED TO REMOVE DEBRIS FROM INTERIOR COURTYARD DAY3: ONE OR TWO HOURS NEEDED TO PICKUP EQUIPMENT FROM COURTYARD. SUBMITTED REVISED MOT 7/23/20	final	08/05/2020	10/19/2020	0.00
EX-20-04-6713	04/29/2020	1021 HARDEE RD	PERMIT EXTENSION & RENEWAL	PERMIT EXTENSION	final	05/07/2020	05/07/2020	0.00
AB-20-01-4736	01/17/2020	1021 HARDEE RD	BOA PRELIMINARY/MED BONUS/FINAL	RESIDENTIAL *HISTORIC *PRELIMINARY(2) *INTERIOR/ EXTERIOR RENOVATIONS & CARPORT (200SQFT) *POSTED \$500,000	final	01/21/2020	03/22/2023	0.00
PW-19-07-5282	07/22/2019	1021 HARDEE RD	OBSTRUCTION OF THE ROW PERMIT	HYDRAULIC TRUCK ON ROW (APPROACH) RESUBMITTAL 7-30-19	final	08/15/2019	10/19/2020	0.00
PL-19-06-5758	06/26/2019	1021 HARDEE RD	PLUMB DRAINFIELD/SEPTIC TANK/ABANDONMENT	PLU7MBING WORK FOR (1) ABANDONMENT AND NEW RESD. SEPTIC TANK & DRAINFIELD	final	06/26/2019	08/10/2020	0.00
BL-19-04-4559	04/05/2019	1021 HARDEE RD	ROOF / LIGHT WEIGHT CONC	**PERMIT CANCELED** HISTORIC* RE ROOF 2 TYPES SLOPED- ENTEGRA/ BERUMDA CONCRETE TILE/ SLATE/ COLOR: RED TO MATCH EXISTING & ADJACENT ROOF TILE, FLAT-MISSING DOCUMENTATION \$20,000	canceled		05/06/2021	0.00
BL-19-04-4541	04/04/2019	1021 HARDEE RD	MISCELLANEOUS WORK	**CANCELLED PERMIT HAS EXPIRED **REPAIRING/REBURSH EXISTING IRON RAILINGS. (BLACK) \$1,500	canceled		12/09/2020	0.00
AB-19-03-5616	03/18/2019	1021 HARDEE RD	BOA COMPLETE (LESS THAN \$75,000)	RESIDENTIAL *HISTORIC *RE ROOF 2 TYPE FLAT & TILE - ENTEGRA ROOF TILE/ BERUMDA CONCRETE FLAT ROOF TILE/ SLATE/ COLOR:	canceled	03/19/2019	03/15/2023	0.00

Permit ID	Issue Date	Address	Category	Description	Status	Start Date	End Date	Amount
AB-19-03-5615	03/18/2019	1021 HARDEE RD	RESIDENTIAL COLOR PALETTE REVIEW	RED TO MATCH EXISTING & ADJACENT ROOF TILE \$20,000** **RES* EXTR. PAINT AND PRESSURE CLEAN WALLS - BM2107-60 (SEA FROTH) TRIM BM2107-70 CLOUDY GRY. \$3,500	final	03/19/2019	04/15/2022	0.00
PS-17-07-1754	07/17/2017	1021 HARDEE RD	TREE REMOVAL/MITIGATION	TREE REMOVAL- Approved to remove 1 Pongam tree and two Podocarpus. Mitigation required by planting 2 medium size shade trees of choice.12 - 14 ft high, 2.5-3.5 inches caliper, Florida grade 1 or better.	final	09/05/2017	09/05/2017	0.00
PL-17-06-1676	06/13/2017	1021 HARDEE RD	PLUMB COMMERCIAL / RESIDENTIAL WORK	PLUMBING WORK FOR RESID INTERIOR DEMO- *** REMOVE & CAP-OFF FIXTURES ***	final	06/26/2018	06/28/2018	0.00
EL-17-06-1638	06/13/2017	1021 HARDEE RD	ELEC COMMERCIAL / RESIDENTIAL WORK	RESID INTERIOR DEMO ELECTRIC	final	06/26/2018	10/30/2018	0.00
UP-17-06-1442	06/08/2017	1021 HARDEE RD	UPFRONT FEE - THIS IS NOT A PERMIT	UPFRONT FEE FOR BL17061441 RESID INTERIOR DEMO \$4000	final	07/10/2017	07/10/2017	0.00
BL-17-06-1441	06/08/2017	1021 HARDEE RD	DEMOLITION	RESID INTERIOR DEMO \$4000	final	07/10/2017	11/21/2018	0.00
CE-17-04-1433	04/10/2017	1021 HARDEE RD	CODE ENF LIEN SEARCH	LIEN SEARCH	final	04/11/2017	04/11/2017	0.00
PU-17-03-2151	03/20/2017	1021 HARDEE RD	PUBLIC RECORDS SEARCH	*OK TO CLOSE/CANCEL PER SURAMY CABRERA* REQUEST FOR PLANS ON CD	canceled		12/20/2022	0.00
PU-17-02-0806	02/14/2017	1021 HARDEE RD	PUBLIC RECORDS SEARCH	*OK TO CLOSE/CANCEL PER SURAMY CABRERA* REQUEST FOR RECORDS - ON CD	canceled		12/20/2022	0.00
CE-12-08-1406	08/22/2012	1021 HARDEE RD	CODE ENF LIEN SEARCH	LIEN SEARCH 1021 HARDEE & 1120 HARDEE	final	08/29/2012	08/29/2012	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 OF CORAL GABLES

DEVELOPMENT SERVICES DEPARTMENT
427 BILTMORE WAY
CORAL GABLES, FL 33134

June 17, 2025

*Sent via email to
michael@pbmlegal.net and
michael@petersonbaldor.com
and via first class and
certified mail,
return receipt numbers:*

7021 1970 0000 4016 1791

7021 1970 0000 4016 1784

Juan M. Delgado, Trustee, of the Juan
M. Delgado Revocable Trust, u/a/d
09/04/07
Attn.: Evangeline Delgado
1021 Hardee Rd
Coral Gables, FL 33146-3329

Juan M. Delgado, Trustee, of the Juan
M. Delgado Revocable Trust, u/a/d
09/04/07
c/o Michael P. Peterson, Esq.
Peterson & Baldor, PLLC
8000 S.W. 117 Ave, Ste. 206
Miami, FL 33183

**Re: Notice of Emergency Action regarding the two-story single-family home
("Structure") located at 1021 Hardee Road, Coral Gables, Florida 33146-3329
("Property")**

Dear Ms. Delgado:

Various inspections that the City conducted of the above Structure between April 14, 2025,
and June 17, 2025 revealed the following conditions:

1. You have partially demolished the Structure by removing the roof of the ground story and portions of the second story roof and floor without adequately shoring up the Structure.
2. The jobsite has been abandoned and progress is not being made.

In order to protect the health and welfare of the residents, the Building Official hereby declares unsafe the portions of the Structure located on the Property. The Building Official is also posting this letter in a conspicuous location(s) on the Property for the information and inspection of all owners, occupants, tenants, and visitors.

City's Exhibit #4

Juan M. Delgado, Trustee, of the Juan M. Delgado
Revocable Trust, u/a/d 09/04/07
June 17, 2025
Page 2 of 2

In addition, the Building Official is requiring you to take the following action:

- Submit shoring plans signed and sealed by a licensed structural engineer for City approval within six (6) days of the posting of this letter.
- Receive City approval and install shoring within fourteen (14) days of the posting of this letter. (The foregoing is referred to as "Corrective Action".)

If you do not perform the Corrective Action above and pass any necessary compliance inspections by the Building Official within the timeframes provided, the City will also take additional emergency action, including scheduling a hearing with the Construction Regulation Board in an unsafe structures proceeding.

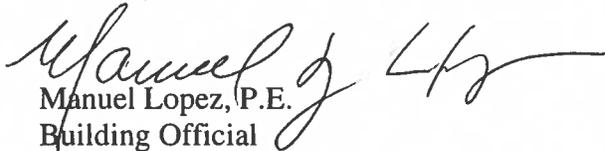
The City may also impose a special assessment lien on the Property for the costs of the Emergency Action, pursuant to Section 105-98 of the City Code.

Please note that it shall be unlawful for any person, firm, or corporation or their agents to remove this notice without written permission from the Building Official.

You have the right to appeal this decision to the City's Construction Regulation Board.

Your cooperation in this matter is greatly appreciated.

Sincerely,


Manuel Lopez, P.E.
Building Official

cc: Peter J. Iglesias, P.E., City Manager
Cristina M. Suarez, Esq., City Attorney
Gustavo J. Ceballos, B.C.S., Assistant City Attorney and City Prosecutor
Douglas A. Ramirez, M.S., P.E., Acting Development Services Director
Construction Regulation Board File



City of Coral Gables
Code Enforcement Division
427 Biltmore Way, Suite 100



Need to search or
appeal your citation?

Notice of Violation

June 17, 2025

Case #:NOVI-25-06-10793

Juan M. Delgado, Trustee
1021 Hardee RD
Coral Gables, FL 33146

Folio #: 0341290262050

Dear Property Owner and/or Occupant:

This letter constitutes a notice that a violation(s) exists on the premises at:

1021 HARDEE RD, Coral Gables, FL 33146---3329

The violation(s) found was:

Section 8-108 Demolition by neglect - The owner of any building, structure, landscape feature, improvement, site or portion thereof which has been historically designated pursuant to the Historic Preservation provisions of this Article shall

be required to properly maintain and preserve such building or structure in accordance with the standards set forth in the applicable sections of the Florida Building Code, and this Article.

1. It is the intent of this Section to preserve from deliberate or inadvertent neglect, the interior, exterior, structural stability and historic and architectural integrity of any historically designated building, structure, landscape feature, improvement, site or portion thereof. All such properties, building and structures shall be maintained in accordance to minimum maintenance standards, preserved against decay, deterioration and demolition and shall be free from structural defects through prompt and corrective action to any physical defect which jeopardizes the building's historic, architectural and structural integrity; such defects shall include, but not be limited to, the following:

- a. Deteriorated and decayed facades or façade elements, facades which may structurally fail and collapse entirely or partially;**
- b. Deteriorated or inadequate foundations;**
- c. Defective or deteriorated flooring or floor supports or any structural members of insufficient size or strength to carry imposed loads with safety;**
- d. Deteriorated walls or other vertical structural supports, or members of walls, partitions or other vertical supports that split, lean, list or buckle due to defective material or deterioration;**
- e. Structural members of ceilings, roofs, ceiling and roof supports or other horizontal members which sag, split or buckle due to defective material or deterioration;**
- f. Deteriorated or ineffective waterproofing of exterior walls, roofs, foundations or floors, including broken or missing windows or doors;**
- g. Defective or insufficient weather protection which jeopardizes the integrity of exterior or interior walls, roofs or foundations, including lack of paint or weathering due to lack of paint or other protective covering;**
- h. Any structure which is not properly secured and is accessible to the general public;**
- i. Any fault or defect in the property that renders it structurally unsafe or not properly watertight; and**
- j. The spalling of the concrete of any portion of the interior or exterior of the building.**

2. A City code enforcement official who finds a violation of this Section shall issue a written warning to the violator to immediately correct the violation. If any building, structure, landscape

561-980-5082

iluzarraga@coralgables.com

Ignacio Luzarraga

feature, improvement, site, or portion thereof which has been historically designated pursuant to the Historic Preservation provisions, in the opinion of the Historic Preservation Board, or the Historic Preservation Officer in this Article, or the City's Building Official, falls into a state of disrepair so as to potentially jeopardize its structural stability and/or architectural integrity, and/or the safety of the public and surrounding structures, the Historic Preservation Officer or the City's Building Official shall have right of entry onto the subject property and may inspect the subject property after forty-eight (48) hours notice to the owner of intent to inspect. In the event the property owner refuses entry of any City official onto the subject property, the City may file an appropriate action to allow such officials access to the subject property for an inspection. The City may require that the property owner retain a professional structural engineer with comprehensive experience with historically designated properties registered in the state, to complete a structural evaluation report to be submitted to the City. Upon receipt of such report, the property owner shall immediately take steps to effect all necessary remedial and corrective actions to restore the structure's or building's compliance with the required minimum maintenance standards herein; remedial action in this regard shall include, but not be limited to, the structural shoring, stabilization and/or restoration of any or all exterior walls, including their original architectural details, interior load bearing walls, columns and beams, roof trusses and framing, the blocking of openings and securing of existing windows and door openings, as well as sealing of the roof surface against leaks, including holes, punctures, mechanical systems, and/or roof penetrations as necessary to preserve the building or structure in good condition. The owner shall substantially complete such remedial and corrective action within thirty (30) days of receipt of the report, or within such time as deemed appropriate by the building official, in consultation with the Historic Preservation Officer. Such time may be extended at the discretion of the City's building official, in consultation with the Historic Preservation Officer.

3. If the owner of the subject property, in the opinion of the City's Building Official and Historic Preservation Officer, fails to undertake and substantially complete the required remedial and corrective action within the specified time frame, the City may, at the expense of the owner, file an action seeking an injunction ordering the property owner to take the remedial and corrective action to restore the structure or building into compliance with the required minimum maintenance standards herein and seeking civil penalties, such civil action may only be initiated at the discretion of the City Manager or designee. The court shall order an injunction providing such remedies if the City proves that the property owner has violated the required minimum maintenance standards or any portion of this section or this code.

4. Any historically designated building, structure, landscape feature, improvement, site, or portion thereof which requires an application for a certificate of appropriateness for demolition shall not have its architectural features removed, destroyed or modified until the certificate of appropriateness is granted. Owners of such property shall be required to maintain such properties in accordance with all applicable codes up to the time the structure is demolished.

5. There shall be no variances, by either the Board of Adjustment or the Historic Preservation Board, from any of the provisions contained in this Section, except if the property owner demonstrates to the Board that the required remedial and corrective action would create an unreasonable or undue hardship as described in Section 8-115.

C. The ad valorem tax exemption provided for historic properties under Sections 8-118 through 8-120

does not apply to historically designated buildings, structures, landscape features, improvements or sites that are damaged, destroyed or demolished in violation of this Section.

Code Enforcement Officer Comments: * The full name of the Respondent is Juan M. Delgado, Trustee, of the Juan M. Delgado Revocable Trust, u/a/d 09/04/07. Description of the violations: The property is in violation of Section 8-108 (1)(a) through (1)(j) of the City Zoning Code because you have partially demolished the two-story home on the Property ("Structure") by removing the roof of the ground story and portions of the second story roof and floor without adequately shoring up the Structure. You have abandoned the jobsite and progress is not being made. The shell of the Structure is substantially incomplete, and the lack of progress is affecting the safety of neighboring properties. As a result of its incomplete state, the Structure is not watertight and is exposed to the elements. You have not poured some of the new foundations or installed the Hambro joist system to support the Structure. You have removed or left the windows open and have removed the exterior doors. There are broken windows, cracks in the walls and there is spalling of the concrete. The existing components are deteriorating due to exposure and neglect.

561-980-5082

iluzarraga@coralgables.com

Ignacio Luzarraga

The following steps should be taken to correct the violation:

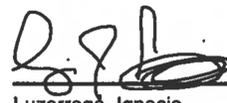
The following steps should be taken to correct the violation.

Submit shoring plans signed and sealed by a licensed structural engineer for City approval within six (6) days of the posting of this notice; receive City approval and install shoring within fourteen (14) days of the posting of this notice; perform a structural evaluation of the existing components in their current state; meet with Building Official to discuss findings of evaluation; revise previously approved plans as needed to correct any deterioration that has occurred since previous permits were issued; and apply for and pass final inspection on all required permits to repair and restore the Structure.

The regulations enforced by the City have been adopted in order to protect the public and assure continuing high property values. Your immediate attention to correcting the violation(s) listed above is required.

The Code Enforcement Division will re-inspect the property on 6/24/2025 to determine if corrective measures have been completed. If the violation(s) has not been completed at the time of inspection, your case will be presented to the Code Enforcement Board for review and possible action. At that time, you will have the opportunity to explain to the citizens serving on the Board the reasons why the violation(s) has not been corrected. The Board has the authority to assess a fine against you for as long as the violation continues.

305-441-5777 or see us in person at 427 Biltmore Way, 2nd Floor, Coral Gables FL, 33134.



Luzarraga, Ignacia
561-980-5082

iluzarraga@coralgables.com

Tuesday, June 17, 2025
1021 Hardee Rd
Coral Gables FL 33146
United States



Tuesday, June 17, 2023
1021 Hardae Rd
Coral Gables FL 33146
United States



NO TRESPASSING
PROHIBITION LA 807.02
This notice is posted on the property of the owner of the premises. No person shall enter the premises without the express or implied consent of the owner. Any person who enters the premises without the express or implied consent of the owner is guilty of trespassing.

4/11/23
NOV 11-25-06-10732

UNSAFE BUILDING
THIS BUILDING OR STRUCTURE IS IN THE OPINION OF THE BUILDING OFFICIAL UNSAFE AS DEFINED IN SECTION 16-48 OF THE CITY CODE OF CORAL GABLES. THE BUILDING SHALL BE SAFETY CLOSED UNTIL THE CORRECTIVE ACTION SHALL BE TAKEN BY THE OWNER AS PRESCRIBED BY WRITTEN NOTICE. THIS NOTICE SHALL NOT BE RESCINDED BY THE BUILDING OFFICIAL.
JUNE 17, 2023
Coral Gables Building Department
1001 Ponce de Leon Blvd. #100
Coral Gables, FL 33134

Tuesday, June 17, 2025
1021 Hardee Rd
Coral Gables FL 33146
United States

6/17/2025

NO



CITY OF CORAL GABLES

DEVELOPMENT SERVICES DEPARTMENT
447 BELTMOORE WAY
CORAL GABLES, FL 33134

June 17, 2025

Sent via email to
michael@pbmlegal.net and
michael@petersonbaldor.com
and via first class and
certified mail.

return receipt numbers:
7021 1970 0000 4016 1791
7021 1970 0000 4016 1764

Juan M. Delgado, Trustee, of the Juan
M. Delgado Revocable Trust, w/a/d
09/04/07
Attn.: Evangeline Delgado
1021 Hardee Rd
Coral Gables, FL 33146-3329

Juan M. Delgado, Trustee, of the Juan
M. Delgado Revocable Trust, w/a/d
09/04/07
c/o Michael P. Peterson, Esq.
Peterson & Baldor, PLLC
8000 S.W. 117 Ave, Ste. 206
Miami, FL 33183

Re: Notice of Emergency Action regarding the two-story single-family home
("Structure") located at 1021 Hardee Road, Coral Gables, Florida 33146-3329
("Property")

Dear Ms. Delgado:

Various inspections that the City conducted of the above Structure between April 14, 2025,
and June 17, 2025 revealed the following conditions:

1. You have partially demolished the Structure by removing the roof of the ground story and portions of the second story roof and floor without adequately shoring up the Structure.
2. The jobsite has been abandoned and progress is not being made.

In order to protect the health and welfare of the residents, the Building Official hereby declares unsafe the portions of the Structure located on the Property. The Building Official is also posting this letter in a conspicuous location(s) on the Property for the information and inspection of all owners, occupants, tenants, and visitors.

June 17, 2025
Juan M. Delgado,
1021 Hardee Rd,
CORAL GABLES, FL 33146

Dear Property Owner:

This letter constitutes
1021 HARDEE RD, C

The violation(s) found:

Section 8-108 I
Improvement, I
Historic Preservation
is required to meet
standards set forth
in the following:
1. It is the intent
exterior, structural
building, structural
building and stay
preserved against
through prompt
historic architect
the following:
a. Deteriorated or
collapse entirely or
b. Deteriorated or
c. Defective or defective
size or strength for
d. Deteriorated wall
vertical supports
e. Structural member
which sag, split or
f. Deteriorated or
broken or missing
g. Defective or
walls, roofs or
protective covering;
h. Any structure
i. Any fault or defect
and
j. The opening of the
E.A. City will enforce
warning to the violator.

17-25

Tuesday, June 17, 2025
1021 Hardee Rd
Coral Gables FL 33146
United States

2025

NOVI-25-06-10793



City of Coral Gables
Code Enforcement Division
427 Biltmore Way, Suite 100



Need to search or
appeal your citation?

Notice of Violation

June 17, 2025

Case #:NOVI-25-06-10793

Folio #: 0341290262050

Juan M. Delgado, Trustee
1021 Hardee RD
Coral Gables, FL 33146

Dear Property Owner and/or Occupant:

This letter constitutes a notice that a violation(s) exists on the premises at:
1021 HARDEE RD, Coral Gables, FL 33146--3329

The violation(s) found was:

Section 8-108 Demolition by neglect - The owner of any building, structure, landscape feature, improvement, site or portion thereof which has been historically designated pursuant to the Historic Preservation provisions of this Article shall be required to properly maintain and preserve such building or structure in accordance with the standards set forth in the applicable sections of the Florida Building Code, and this Article.

1. It is the intent of this Section to preserve from deliberate or inadvertent neglect, the interior, exterior, structural stability and historic and architectural integrity of any historically designated building, structure, landscape feature, improvement, site or portion thereof. All such properties, building and structures shall be maintained in accordance to minimum maintenance standards, preserved against decay, deterioration and demolition and shall be free from structural defects through prompt and corrective action to any physical defect which jeopardizes the building's historic, architectural and structural integrity; such defects shall include, but not be limited to, the following:

- a. Deteriorated and decayed facades or façade elements, facades which may structurally fail and collapse entirely or partially;
 - b. Deteriorated or inadequate foundations;
 - c. Defective or deteriorated flooring or floor supports or any structural members of insufficient size or strength to carry imposed loads with safety;
 - d. Deteriorated walls or other vertical structural supports, or members of walls, partitions or other vertical supports that split, lean, list or buckle due to defective material or deterioration;
 - e. Structural members of ceilings, roofs, ceiling and roof supports or other horizontal members which sag, split or buckle due to defective material or deterioration;
 - f. Deteriorated or ineffective waterproofing of exterior walls, roofs, foundations or floors, including broken or missing windows or doors;
 - g. Defective or insufficient weather protection which jeopardizes the integrity of exterior or interior walls, roofs or foundations, including lack of paint or weathering due to lack of paint or other protective covering;
 - h. Any structure which is not properly secured and is accessible to the general public;
 - i. Any fault or defect in the property that renders it structurally unsafe or not properly watertight; and
 - j. The spalling of the concrete of any portion of the interior or exterior of the building.
2. A City code enforcement official who finds a violation of this Section shall issue a written warning to the violator to immediately correct the violation, if any building, structure, landscape

561-980-5082

iluzarraga@coralgables.com

Ignacio Luzarraga

6/17/25

CORALGABLES.COM

BEFORE THE CONSTRUCTION REGULATION BOARD
FOR THE CITY OF CORAL GABLES

CITY OF CORAL GABLES,
Petitioner,

Case No. 25-9340

vs.

Return receipt number:
7020 2450 0001 8406 0928

JUAN M. DELGADO, TRUSTEE
ATTN.: EVANGELINE DELGADO
1021 HARDEE RD
CORAL GABLES, FL 33146-3329

**NOTICE OF UNSAFE STRUCTURE VIOLATION
AND NOTICE OF HEARING**

Date: July 2, 2025

Re: 1021 Hardee Rd., legally described as set forth in the attached Exhibit “A” and bearing Property Appraiser’s folio number 03-4129-026-2050 (“Property”), and the two-story single-family structure on the Property, built in 1925 (“Structure”).

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. **The Structure is hereby declared unsafe** by the Building Official and is presumed unsafe pursuant to Section 105-89 of the City Code; as follows:

Sec. 105-89. Physical criteria for unsafe structures.

A structure shall be considered unsafe if it meets any of the following criteria:

- (1) The structure or its electrical, gas, mechanical, or plumbing system is unsafe; dangerous; unsanitary; does not provide adequate egress; constitutes a fire or windstorm hazard; is otherwise dangerous to human life; by reason of illegal or improper use, occupancy or maintenance, constitutes a hazard to safety or health or public nuisance; or has been substantially damaged by the elements, fire, explosion, or otherwise.
- (2) The structure constitutes a hazard to safety or health by reason of inadequate maintenance, dilapidation, obsolescence, or abandonment.
- (10) A structure shall be presumed to be unsafe if one or more of the following criteria applies:
 - a. There is falling-away, hanging, or loose siding, blocks, bricks, or other building material.
 - b. The structure or its structural parts are deteriorated.
 - c. The structure is partially destroyed.
 - h. The structure is in violation of the minimum housing code of article V of this chapter. (See Sections 224, 248, 250, 253, 254, 255, 275, 278, and 281 of Chapter 105 of the City Code.),
 - i. The construction of the structure or the construction or installation of systems or components within the structure has been commenced or completed without a permit or

* - Juan M. Delgado, Trustee, is the record owner named in the deed, however, the current, full name of the Respondent is EVANGELINE M. DELGADO, AS SUCCESSOR TRUSTEE OF THE JUAN M. REVOCABLE TRUST, U/A/D 09/04/07 a/k/a the JUAN M. DELGADO REVOCABLE TRUST, U/A/D 09/04/07.

City's Exhibit #5

all of the required inspections or where the permit has expired prior to the required final inspections and the issuance of a certificate of occupancy or certificate of completion.

- j. The structure is vacant and abandoned and is not covered at the doors or windows or is covered with materials not previously approved by the building official.
- k. By reason of illegal or improper use, the occupancy or maintenance does not comply with the state building code or the state fire prevention code.
- l. The structure or part thereof meets any of the physical criteria of an unsafe structure set forth above and has not been repaired and brought into compliance with the applicable codes following the expiration of a reasonable notice period.

Specifically:

1. You have partially demolished the Structure by removing the roof of the ground story and portions of the second story roof and floor without adequately shoring up the Structure. You have abandoned the jobsite, and progress is not being made. The structure is not watertight and is exposed to the elements. You have not poured the new foundations or installed the Hambro floor joist system. You have removed or left the windows open and have removed the exterior doors. There are cracks in the walls and spalling of the concrete.
2. Furthermore, you are allowing (a) peafowl to nest among the debris and rodent and termite infestations on the abandoned jobsite, (b) cracks in the shared walls that were caused by the partial demolition and allow water intrusion and damage to adjoining property, (c) debris that is blown onto adjoining properties during rainstorms; and (d) debris and abandoned construction materials that may damage adjoining properties in a hurricane.

You must receive City approval to install shoring and apply for, obtain, and pass final inspection on all development approvals, including, but not limited to, building permits (“Permits”) to repair and restore the Structure (“Required Action”).

Therefore, this matter is set for hearing before the City's Construction Regulation Board ("Board") in the Fairchild Tropical Board Room, 427 Biltmore Way, 1st floor, Coral Gables, Florida 33134, on July 14, 2025, at 2:00 p.m.

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 Analyn Hernandez, Secretary to the Board, at City of Coral Gables, Development Services Department, 427 Biltmore Way, Coral Gables, FL 33134, ahernandez2@coralgables.com, tel: (305) 460-5383. 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 \$1000 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.

Analyyn Hernandez
Analyyn Hernandez
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: JUAN M. DELGADO, TRUSTEE, OF THE JUAN M. REVOCABLE TRUST, U/A/D 09/04/07, C/O
MICHAEL P. PETERSON, ESQ., PETERSON & BALDOR, PLLC, 8000 S.W. 117 AVE, STE. 206,
MIAMI, FL 33183-4809 (7020 2450 0001 8406 0935)
MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. ("MERS"), AS NOMINEE FOR ONSLOW
BAY FINANCIAL, LLC, 1901 E. VOORHEES ST, STE C, DANVILLE, IL 61834-4512 (7020 2450 0001
8406 0942)
ONSLow BAY FINANCIAL, LLC, 1211 AVE OF THE AMERICAS, FL 41, NEW YORK, NY 10036-8705
(7020 2450 0001 8406 0959)
ONSLow BAY FINANCIAL, LLC, c/o CORPORATION SERVICE COMPANY, REGISTERED AGENT,
1201 HAYS ST, TALLAHASSEE, FL 32301-2525 (7020 2450 0001 8406 0966)

EXHIBIT "A"

LEGAL DESCRIPTION

Lot 16, in Block 145, of REVISED PLAT OF CORAL GABLES RIVIERA SECTION PART 9, according to the Plat thereof, as recorded in Plat Book 28, at Page 29 of the Public Records of Miami-Dade County, Florida.



**BEFORE THE CONSTRUCTION REGULATION BOARD
FOR THE CITY OF CORAL GABLES**

CITY OF CORAL GABLES,
Petitioner,

Case No. 25-9340

vs.

Return receipt number:
7020 2450 0001 8406 0928

JUAN M. DELGADO, TRUSTEE
ATTN.: EVANGELINE DELGADO
1021 HARDEE RD
CORAL GABLES, FL 33146-3329

**NOTICE OF UNSAFE STRUCTURE VIOLATION
AND NOTICE OF HEARING**

Date: July 2, 2025

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 - b. The structure or its structural parts are deteriorated.
 - c. The structure is partially destroyed.
 - h. The structure is in violation of the minimum housing code of article V of this chapter. (See Sections 224, 248, 250, 253, 254, 255, 275, 278, and 281 of Chapter 105 of the City Code.)
 - i. The construction of the structure or the construction or installation of systems or components within the structure has been commenced or completed without a permit or

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Jul 2, 2025 at 1:53 PM



CITY OF CORAL GABLES
DEVELOPMENT SERVICES DEPARTMENT
Affidavit of Posting

Title of Document Posted: Notice of Unsafe Structure Violation

I, ANGELICA LUGO, DO HEREBY SWEAR/AFFIRM THAT
THE AFOREMENTIONED NOTICE WAS PERSONALLY POSTED, BY ME, AT THE
ADDRESS OF 1021 Hardee Rd, ON July 2nd '25 AT 1:52 PM.

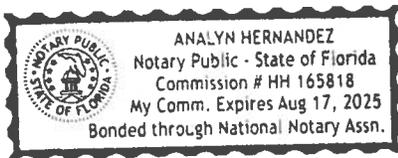
ANGELICA LUGO
Employee's Printed Name

Angelica Lugo
Employee's Signature

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

Sworn to (or affirmed) and subscribed before me this 2 day of July, in the year 2025,
by Angelica Lugo who is personally known to me.

My Commission Expires:



Analy Hernandez
Notary Public



City's Exhibit #6

Jan 16, 2025 at 12:39 PM





Jun 25, 2023 01:59 PM



Jun 25, 206-25-2025 03:55 PM





Jun 25, 2025 2:08 PM



Jun 25, 2025 02:00 PM



Jun 25 2025 02:00 PM



Jun 25, 2025 at 2:01 PM



Jun 25, 2025 at 2:01 PM



Jun 25 06:15:2026 02:02 PM



Jun 25, 2025 02:01 PM



Jun 25, 2025 02:01 PM



Jun 25, 2025 02:05 PM



Jun 25, 2025 08:20:02 PM



Jun 25, 2018 2:02 PM



Jun 25, 2015 02:02 PM



Jun 25, 2015 02:20 PM



Jun 25, 2022 08:16:2025 02:02 PM



Jun 25, 2025 02:05 PM



Jun 25, 2025 at 2:06 PM



06-25-2025 02:06 PM



Jun 15, 2025 at 2:26 PM



Jun 25, 2025 at 8:05 PM



Jun 25, 2025 at 8:06 PM



Jun 25, 2025 at 2:05 PM



Jun 25, 08:20:07 PM



Jun 25, 2016 02:07 PM



Jun 25, 2025 at 2:06 PM



Jun 25, 2025 at 2:06 PM



Jun 25, 2025 at 8:07 PM



Jun 25, 2025, 2:02:06 PM



Aug 25 2026 02:06 PM



Jun 25, 2025 06:08 PM



Jun 25, 2025, 02:08 PM



Jun 25, 2025 at 8:08 PM

06-25-2025 08:08 PM



Jun 25, 2025, 2:08 PM



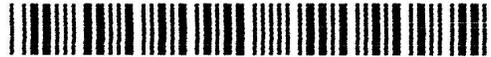
Jun 25, 2025 02:08 PM



Jun 25, 2025 08:07 PM



Jun 25, 2025 at 0:07 PM



CFN 2017R0293729
 OR BK 30546 Pgs 2406-2407 (2Pgs)
 RECORDED 05/24/2017 14:28:48
 DEED DOC TAX \$7,200.00
 HARVEY RUVIN, CLERK OF COURT
 MIAMI-DADE COUNTY, FLORIDA

Prepared by and return to:

Barbie C. Rodriguez
 Manager
 The Law Office of William G. Hersman, P.A.
 10631 N. Kendall Drive Suite 210
 Miami, FL 33176
 786-621-6339
 File Number: 4000-263
 Will Call No.:

[Space Above This Line For Recording Data]

Warranty Deed

This Warranty Deed made this 18 day of May, 2017 between **Mary Lynne Young, individually, as a single woman and Trustee of the Mary Lynne Young Revocable Trust dated 4/10/15** whose post office address is **1570 Madruga Ave, Suite B301, Coral Gables, FL 33146**, grantor, and **Juan M. Delgado, Trustee of the Juan M. Revocable Trust u/a/d 09/04/07** whose post office address is **1021 Hardee Road, Coral Gables, FL 33146**

(Whenever used herein the terms "grantor" and "grantee" include all the parties to this instrument and the heirs, legal representatives, and assigns of individuals, and the successors and assigns of corporations, trusts and trustees)

Witnesseth, that said grantor, for and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable considerations to said grantor in hand paid by said grantee, the receipt whereof is hereby acknowledged, has granted, bargained, and sold to the said grantee, and grantee's heirs and assigns forever, the following described land, situate, lying and being in **Miami-Dade County, Florida** to-wit:

Lot 16, Block 145, of REVISED PLAT OF CORAL GABLES RIVIERA SECTION PART 9, according to the Plat thereof, as recorded in Plat Book 28, Page 29, of the Public Records of Miami-Dade County, Florida.

Parcel Identification Number: 03-4129-026-2050

Together with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

To Have and to Hold, the same in fee simple forever.

And the grantor hereby covenants with said grantee that the grantor is lawfully seized of said land in fee simple; that the grantor has good right and lawful authority to sell and convey said land; that the grantor hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances, except taxes accruing subsequent to 2016.

In Witness Whereof, grantor has hereunto set grantor's hand and seal the day and year first above written.

DoubleTime®

City's Exhibit #7

Signed, sealed and delivered in our presence:

Kathleen Keen
Witness Name: Kathleen Keen

Francesca Mami
Witness Name: Francesca Mami

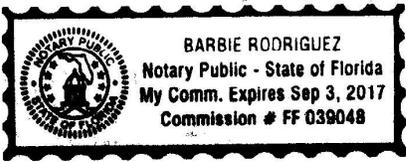
Mary Lynne Young
Mary Lynne Young, Trustee

State of Florida
County of Miami-Dade

The foregoing instrument was acknowledged before me this 18 day of May, 2017 by Mary Lynne Young, Trustee a single woman and Trustee of the Mary Lynne Young Revocable Trust dated 4/10/15, who is personally known or has produced a driver's license as identification.

[Notary Seal]

[Signature]
Notary Public
Printed Name: Barbie Rodriguez
My Commission Expires: 9/3/17





CFN 20170293734
 OR BK 30546 Pgs 2415-2430 (16Pgs)
 RECORDED 05/24/2017 14:28:48
 MTG DOC TAX \$2,730.00
 INTANG TAX \$1,560.00
 HARVEY RUVIN, CLERK OF COURT
 MIAMI-DADE COUNTY, FLORIDA

PREPARED BY:

Name: **Joanna Hyla**

Address:
1720 Route 23 N
Wayne, NEW JERSEY 07470

Return to:
Valley National Bank
1720 Route 23 N

Wayne, NEW JERSEY 07470

[Space Above This Line For Recording Data]

MORTGAGE

DEFINITIONS

Words used in multiple sections of this document are defined below and other words are defined in Sections 3, 11, 13, 18, 20 and 21. Certain rules regarding the usage of words used in this document are also provided in Section 16.

(A) "Security Instrument" means this document, which is dated **May 22, 2017**, together with all Riders to this document.

(B) "Borrower" is **Juan M. Delgado, Trustee of the Juan M. Delgado Revocable Trust u/a/d 09/04/07**

Borrower is the mortgagor under this Security Instrument.

(C) "Lender" is **Valley National Bank** organized and existing under the laws of **the United States of America**. Lender's address is **1720 Route 23 N, Wayne, NEW JERSEY 07470**.

Lender is the mortgagee under this Security Instrument.

(D) "Note" means the promissory note signed by Borrower and dated **May 22, 2017**. The Note states that Borrower owes Lender **Seven Hundred Eighty Thousand and no/100** Dollars (U.S. **\$780,000.00**) plus interest. Borrower has promised to pay this debt in regular Periodic Payments and to pay the debt in full not later than **June 01, 2047**.

FLORIDA—Single Family—Fannie Mae/Freddie Mac UNIFORM INSTRUMENT

Form 3010 1/01

FLORIDA
 ITEM 1615L1 (111313)

 GreatDocs®
 (Page 1 of 13)

(E) **“Property”** means the property that is described below under the heading “Transfer of Rights in the Property.”

(F) **“Loan”** means the debt evidenced by the Note, plus interest, any prepayment charges and late charges due under the Note, and all sums due under this Security Instrument, plus interest.

(G) **“Riders”** means all Riders to this Security Instrument that are executed by Borrower. The following Riders are to be executed by Borrower [check box as applicable]:

- | | | |
|--|---|---|
| <input type="checkbox"/> Adjustable Rate Rider | <input type="checkbox"/> Condominium Rider | <input type="checkbox"/> Second Home Rider |
| <input type="checkbox"/> Balloon Rider | <input type="checkbox"/> Planned Unit Development Rider | <input type="checkbox"/> VA Rider |
| <input checked="" type="checkbox"/> 1-4 Family Rider | <input type="checkbox"/> Biweekly Payment Rider | <input checked="" type="checkbox"/> Other(s) [specify] LEGAL DESCRIPTION |

(H) **“Applicable Law”** means all controlling applicable federal, state and local statutes, regulations, ordinances and administrative rules and orders (that have the effect of law) as well as all applicable final, non-appealable judicial opinions.

(I) **“Community Association Dues, Fees, and Assessments”** means all dues, fees, assessments and other charges that are imposed on Borrower or the Property by a condominium association, homeowners association or similar organization.

(J) **“Electronic Funds Transfer”** means any transfer of funds, other than a transaction originated by check, draft, or similar paper instrument, which is initiated through an electronic terminal, telephonic instrument, computer, or magnetic tape so as to order, instruct, or authorize a financial institution to debit or credit an account. Such term includes, but is not limited to, point-of-sale transfers, automated teller machine transactions, transfers initiated by telephone, wire transfers, and automated clearinghouse transfers.

(K) **“Escrow Items”** means those items that are described in Section 3.

(L) **“Miscellaneous Proceeds”** means any compensation, settlement, award of damages, or proceeds paid by any third party (other than insurance proceeds paid under the coverages described in Section 5) for: (i) damage to, or destruction of, the Property; (ii) condemnation or other taking of all or any part of the Property; (iii) conveyance in lieu of condemnation; or (iv) misrepresentations of, or omissions as to, the value and/or condition of the Property.

(M) **“Mortgage Insurance”** means insurance protecting Lender against the nonpayment of, or default on, the Loan.

(N) **“Periodic Payment”** means the regularly scheduled amount due for (i) principal and interest under the Note, plus (ii) any amounts under Section 3 of this Security Instrument.

(O) **“RESPA”** means the Real Estate Settlement Procedures Act (12 U.S.C. § 2601 et seq.) and its implementing regulation, Regulation X (12 C.F.R. Part 1024), as they might be amended from time to time, or any additional or successor legislation or regulation that governs the same subject matter. As used in this Security Instrument, “RESPA” refers to all requirements and restrictions that are imposed in regard to a “federally related mortgage loan” even if the Loan does not qualify as a “federally related mortgage loan” under RESPA.

(P) **“Successor in Interest of Borrower”** means any party that has taken title to the Property, whether or not that party has assumed Borrower’s obligations under the Note and/or this Security Instrument.



TRANSFER OF RIGHTS IN THE PROPERTY

This Security Instrument secures to Lender: (i) the repayment of the Loan, and all renewals, extensions and modifications of the Note; and (ii) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower does hereby mortgage, grant and convey to Lender, the following described property located in the County of Miami-Dade : [Type of Recording Jurisdiction] [Name of Recording Jurisdiction]

Lot 16, Block 145, of REVISED PLAT OF CORAL GABLES RIVIERA SECTION PART 9, according to the Plat thereof, as recorded in Plat Book 28, Page 29, of the Public Records of Miami-Dade County, Florida.

which currently has the address of

1021 Hardee Rd [Street]

Coral Gables [City]

, Florida

33146 [Zip Code]

("Property Address"):

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances, and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property."

BORROWER COVENANTS that Borrower is lawfully seized of the estate hereby conveyed and has the right to mortgage, grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

1. Payment of Principal, Interest, Escrow Items, Prepayment Charges, and Late Charges. Borrower shall pay when due the principal of, and interest on, the debt evidenced by the Note and any prepayment charges and late charges due under the Note. Borrower shall also pay funds for Escrow Items pursuant to Section 3. Payments due under the Note and this Security Instrument shall be made in U.S. currency. However, if any check or other instrument received by Lender as payment under the Note or this Security Instrument is returned to Lender unpaid, Lender may require that any or all subsequent payments due under the Note and this Security Instrument be made in one or more of the following forms, as selected by Lender: (a) cash; (b) money order; (c) certified check, bank check, treasurer's check or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a federal agency, instrumentality, or entity; or (d) Electronic Funds Transfer.

Payments are deemed received by Lender when received at the location designated in the Note or at such other location as may be designated by Lender in accordance with the notice provisions in Section 15. Lender may return any payment or partial payment if the payment or partial payments are insufficient to bring the Loan current. Lender may accept any payment or partial payment insufficient to bring the Loan current, without waiver of any rights hereunder or prejudice to its rights to refuse such payment or partial payments in the future, but Lender is not obligated to apply such payments at the time such payments are accepted. If each Periodic Payment is applied as of its scheduled due date, then Lender need not pay interest on unapplied funds. Lender may hold such unapplied funds until Borrower makes payment to bring the Loan current. If Borrower does not do so within a reasonable period of time, Lender shall either apply such funds or return them to Borrower. If not applied earlier, such

FLORIDA—Single Family—Fannie Mae/Freddie Mac UNIFORM INSTRUMENT

Form 3010 1/01

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funds will be applied to the outstanding principal balance under the Note immediately prior to foreclosure. No offset or claim which Borrower might have now or in the future against Lender shall relieve Borrower from making payments due under the Note and this Security Instrument or performing the covenants and agreements secured by this Security Instrument.

2. Application of Payments or Proceeds. Except as otherwise described in this Section 2, all payments accepted and applied by Lender shall be applied in the following order of priority: (a) interest due under the Note; (b) principal due under the Note; (c) amounts due under Section 3. Such payments shall be applied to each Periodic Payment in the order in which it became due. Any remaining amounts shall be applied first to late charges, second to any other amounts due under this Security Instrument, and then to reduce the principal balance of the Note.

If Lender receives a payment from Borrower for a delinquent Periodic Payment which includes a sufficient amount to pay any late charge due, the payment may be applied to the delinquent payment and the late charge. If more than one Periodic Payment is outstanding, Lender may apply any payment received from Borrower to the repayment of the Periodic Payments if, and to the extent that, each payment can be paid in full. To the extent that any excess exists after the payment is applied to the full payment of one or more Periodic Payments, such excess may be applied to any late charges due. Voluntary prepayments shall be applied first to any prepayment charges and then as described in the Note.

Any application of payments, insurance proceeds, or Miscellaneous Proceeds to principal due under the Note shall not extend or postpone the due date, or change the amount, of the Periodic Payments.

3. Funds for Escrow Items. Borrower shall pay to Lender on the day Periodic Payments are due under the Note, until the Note is paid in full, a sum (the "Funds") to provide for payment of amounts due for: (a) taxes and assessments and other items which can attain priority over this Security Instrument as a lien or encumbrance on the Property; (b) leasehold payments or ground rents on the Property, if any; (c) premiums for any and all insurance required by Lender under Section 5; and (d) Mortgage Insurance premiums, if any, or any sums payable by Borrower to Lender in lieu of the payment of Mortgage Insurance premiums in accordance with the provisions of Section 10. These items are called "Escrow Items." At origination or at any time during the term of the Loan, Lender may require that Community Association Dues, Fees, and Assessments, if any, be escrowed by Borrower, and such dues, fees and assessments shall be an Escrow Item. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this Section. Borrower shall pay Lender the Funds for Escrow Items unless Lender waives Borrower's obligation to pay the Funds for any or all Escrow Items. Lender may waive Borrower's obligation to pay to Lender Funds for any or all Escrow Items at any time. Any such waiver may only be in writing. In the event of such waiver, Borrower shall pay directly, when and where payable, the amounts due for any Escrow Items for which payment of Funds has been waived by Lender and, if Lender requires, shall furnish to Lender receipts evidencing such payment within such time period as Lender may require. Borrower's obligation to make such payments and to provide receipts shall for all purposes be deemed to be a covenant and agreement contained in this Security Instrument, as the phrase "covenant and agreement" is used in Section 9. If Borrower is obligated to pay Escrow Items directly, pursuant to a waiver, and Borrower fails to pay the amount due for an Escrow Item, Lender may exercise its rights under Section 9 and pay such amount and Borrower shall then be obligated under Section 9 to repay to Lender any such amount. Lender may revoke the waiver as to any or all Escrow Items at any time by a notice given in accordance with Section 15 and, upon such revocation, Borrower shall pay to Lender all Funds, and in such amounts, that are then required under this Section 3.

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

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

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

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

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender.

4. Charges; Liens. Borrower shall pay all taxes, assessments, charges, fines, and impositions attributable to the Property which can attain priority over this Security Instrument, leasehold payments or ground rents on the Property, if any, and Community Association Dues, Fees, and Assessments, if any. To the extent that these items are Escrow Items, Borrower shall pay them in the manner provided in Section 3.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender, but only so long as Borrower is performing such agreement; (b) contests the lien in good faith by, or defends against enforcement of the lien in, legal proceedings which in Lender's opinion operate to prevent the enforcement of the lien while those proceedings are pending, but only until such proceedings are concluded; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which can attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Within 10 days of the date on which that notice is given, Borrower shall satisfy the lien or take one or more of the actions set forth above in this Section 4.

Lender may require Borrower to pay a one-time charge for a real estate tax verification and/or reporting service used by Lender in connection with this Loan.

5. Property Insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage," and any other hazards including, but not limited to, earthquakes and floods, for which Lender requires insurance. This insurance shall be maintained in the amounts (including deductible levels) and for the periods that Lender requires. What Lender requires pursuant to the preceding sentences can change during the term of the Loan. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's right to disapprove Borrower's choice, which right shall not be exercised unreasonably. Lender may require Borrower to pay, in connection with this Loan, either: (a) a one-time charge for flood zone determination, certification and tracking services; or (b) a one-time charge for flood zone determination and certification services and subsequent charges each time remappings or similar changes occur which reasonably might affect such determination or certification. Borrower shall also be responsible for the payment of any fees imposed by the Federal Emergency Management Agency in connection with the review of any flood zone determination resulting from an objection by Borrower.

If Borrower fails to maintain any of the coverages described above, Lender may obtain insurance coverage, at Lender's option and Borrower's expense. Lender is under no obligation to purchase any particular type or amount of coverage. Therefore, such coverage shall cover Lender, but might or might not protect Borrower, Borrower's equity in the Property, or the contents of the Property, against any risk, hazard or liability and might provide greater or lesser coverage than was previously in effect. Borrower acknowledges that the cost of the insurance coverage so obtained might significantly exceed the cost of insurance that Borrower could have obtained. Any amounts disbursed by Lender under this Section 5 shall become additional debt of Borrower secured by this Security Instrument. These amounts shall bear interest at the Note rate from the date of disbursement and shall be payable, with such interest, upon notice from Lender to Borrower requesting payment.

All insurance policies required by Lender and renewals of such policies shall be subject to Lender's right to disapprove such policies, shall include a standard mortgage clause, and shall name Lender as mortgagee and/or as an additional loss payee. Lender shall have the right to hold the policies and renewal certificates. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. If Borrower obtains any form of insurance coverage, not otherwise required by Lender, for damage to, or destruction of, the Property, such policy shall include a standard mortgage clause and shall name Lender as mortgagee and/or as an additional loss payee.

In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower. Unless Lender and Borrower otherwise agree in writing, any insurance proceeds, whether or not the underlying insurance was required by Lender, shall be applied to restoration or repair of the Property, if the restoration or repair is economically feasible and Lender's security is not lessened. During such repair and restoration period, Lender shall have the right to hold such insurance proceeds until Lender has had an opportunity to inspect such Property to ensure the work has been completed to Lender's satisfaction, provided that such inspection shall be undertaken promptly. Lender may disburse proceeds for the repairs and restoration in a single payment or in a series of progress payments as the work is completed. Unless an agreement is made in writing or Applicable Law requires interest to be paid on such insurance proceeds, Lender shall not be required to pay Borrower any interest or earnings on such proceeds. Fees for public adjusters, or other third parties, retained by



Borrower shall not be paid out of the insurance proceeds and shall be the sole obligation of Borrower. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower. Such insurance proceeds shall be applied in the order provided for in Section 2.

If Borrower abandons the Property, Lender may file, negotiate and settle any available insurance claim and related matters. If Borrower does not respond within 30 days to a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may negotiate and settle the claim. The 30-day period will begin when the notice is given. In either event, or if Lender acquires the Property under Section 22 or otherwise, Borrower hereby assigns to Lender (a) Borrower's rights to any insurance proceeds in an amount not to exceed the amounts unpaid under the Note or this Security Instrument, and (b) any other of Borrower's rights (other than the right to any refund of unearned premiums paid by Borrower) under all insurance policies covering the Property, insofar as such rights are applicable to the coverage of the Property. Lender may use the insurance proceeds either to repair or restore the Property or to pay amounts unpaid under the Note or this Security Instrument, whether or not then due.

6. Occupancy. Borrower shall occupy, establish, and use the Property as Borrower's principal residence within 60 days after the execution of this Security Instrument and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless extenuating circumstances exist which are beyond Borrower's control.

7. Preservation, Maintenance and Protection of the Property; Inspections. Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate or commit waste on the Property. Whether or not Borrower is residing in the Property, Borrower shall maintain the Property in order to prevent the Property from deteriorating or decreasing in value due to its condition. Unless it is determined pursuant to Section 5 that repair or restoration is not economically feasible, Borrower shall promptly repair the Property if damaged to avoid further deterioration or damage. If insurance or condemnation proceeds are paid in connection with damage to, or the taking of, the Property, Borrower shall be responsible for repairing or restoring the Property only if Lender has released proceeds for such purposes. Lender may disburse proceeds for the repairs and restoration in a single payment or in a series of progress payments as the work is completed. If the insurance or condemnation proceeds are not sufficient to repair or restore the Property, Borrower is not relieved of Borrower's obligation for the completion of such repair or restoration.

Lender or its agent may make reasonable entries upon and inspections of the Property. If it has reasonable cause, Lender may inspect the interior of the improvements on the Property. Lender shall give Borrower notice at the time of or prior to such an interior inspection specifying such reasonable cause.

8. Borrower's Loan Application. Borrower shall be in default if, during the Loan application process, Borrower or any persons or entities acting at the direction of Borrower or with Borrower's knowledge or consent gave materially false, misleading, or inaccurate information or statements to Lender (or failed to provide Lender with material information) in connection with the Loan. Material representations include, but are not limited to, representations concerning Borrower's occupancy of the Property as Borrower's principal residence.

9. Protection of Lender's Interest in the Property and Rights Under this Security Instrument. If (a) Borrower fails to perform the covenants and agreements contained in this Security Instrument, (b) there is a legal proceeding that might significantly affect Lender's interest in the Property and/or rights under this Security Instrument (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture, for enforcement of a lien which may attain priority over this Security Instrument or to enforce laws or regulations), or (c) Borrower has abandoned the Property, then Lender may do and pay for whatever is reasonable or appropriate to protect Lender's interest in the Property and rights under this Security Instrument, including protecting and/or assessing the value of the Property, and securing and/or repairing the Property. Lender's actions can include, but are not limited to: (a) paying any sums secured by a lien which has priority over this Security Instrument; (b) appearing in court; and (c) paying reasonable attorneys' fees to protect its interest in the Property and/or rights under this Security Instrument, including its secured position in a bankruptcy proceeding. Securing the Property includes, but is not limited to, entering the Property to make repairs, change locks, replace or board up doors and windows, drain water from pipes, eliminate building or other code violations or dangerous conditions, and have utilities turned on or off. Although Lender may take action under this Section 9, Lender does not have to do so and is not under any duty or obligation to do so. It is agreed that Lender incurs no liability for not taking any or all actions authorized under this Section 9.

Any amounts disbursed by Lender under this Section 9 shall become additional debt of Borrower secured by this Security Instrument. These amounts shall bear interest at the Note rate from the date of disbursement and shall be payable, with such interest, upon notice from Lender to Borrower requesting payment.

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If this Security Instrument is on a leasehold, Borrower shall comply with all the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and the fee title shall not merge unless Lender agrees to the merger in writing.

10. Mortgage Insurance. If Lender required Mortgage Insurance as a condition of making the Loan, Borrower shall pay the premiums required to maintain the Mortgage Insurance in effect. If, for any reason, the Mortgage Insurance coverage required by Lender ceases to be available from the mortgage insurer that previously provided such insurance and Borrower was required to make separately designated payments toward the premiums for Mortgage Insurance, Borrower shall pay the premiums required to obtain coverage substantially equivalent to the Mortgage Insurance previously in effect, at a cost substantially equivalent to the cost to Borrower of the Mortgage Insurance previously in effect, from an alternate mortgage insurer selected by Lender. If substantially equivalent Mortgage Insurance coverage is not available, Borrower shall continue to pay to Lender the amount of the separately designated payments that were due when the insurance coverage ceased to be in effect. Lender will accept, use and retain these payments as a non-refundable loss reserve in lieu of Mortgage Insurance. Such loss reserve shall be non-refundable, notwithstanding the fact that the Loan is ultimately paid in full, and Lender shall not be required to pay Borrower any interest or earnings on such loss reserve. Lender can no longer require loss reserve payments if Mortgage Insurance coverage (in the amount and for the period that Lender requires) provided by an insurer selected by Lender again becomes available, is obtained, and Lender requires separately designated payments toward the premiums for Mortgage Insurance. If Lender required Mortgage Insurance as a condition of making the Loan and Borrower was required to make separately designated payments toward the premiums for Mortgage Insurance, Borrower shall pay the premiums required to maintain Mortgage Insurance in effect, or to provide a non-refundable loss reserve, until Lender's requirement for Mortgage Insurance ends in accordance with any written agreement between Borrower and Lender providing for such termination or until termination is required by Applicable Law. Nothing in this Section 10 affects Borrower's obligation to pay interest at the rate provided in the Note.

Mortgage Insurance reimburses Lender (or any entity that purchases the Note) for certain losses it may incur if Borrower does not repay the Loan as agreed. Borrower is not a party to the Mortgage Insurance.

Mortgage insurers evaluate their total risk on all such insurance in force from time to time, and may enter into agreements with other parties that share or modify their risk, or reduce losses. These agreements are on terms and conditions that are satisfactory to the mortgage insurer and the other party (or parties) to these agreements. These agreements may require the mortgage insurer to make payments using any source of funds that the mortgage insurer may have available (which may include funds obtained from Mortgage Insurance premiums).

As a result of these agreements, Lender, any purchaser of the Note, another insurer, any reinsurer, any other entity, or any affiliate of any of the foregoing, may receive (directly or indirectly) amounts that derive from (or might be characterized as) a portion of Borrower's payments for Mortgage Insurance, in exchange for sharing or modifying the mortgage insurer's risk, or reducing losses. If such agreement provides that an affiliate of Lender takes a share of the insurer's risk in exchange for a share of the premiums paid to the insurer, the arrangement is often termed "captive reinsurance." Further:

(a) Any such agreements will not affect the amounts that Borrower has agreed to pay for Mortgage Insurance, or any other terms of the Loan. Such agreements will not increase the amount Borrower will owe for Mortgage Insurance, and they will not entitle Borrower to any refund.

(b) Any such agreements will not affect the rights Borrower has—if any—with respect to the Mortgage Insurance under the Homeowners Protection Act of 1998 or any other law. These rights may include the right to receive certain disclosures, to request and obtain cancellation of the Mortgage Insurance, to have the Mortgage Insurance terminated automatically, and/or to receive a refund of any Mortgage Insurance premiums that were unearned at the time of such cancellation or termination.

11. Assignment of Miscellaneous Proceeds; Forfeiture. All Miscellaneous Proceeds are hereby assigned to and shall be paid to Lender.

If the Property is damaged, such Miscellaneous Proceeds shall be applied to restoration or repair of the Property, if the restoration or repair is economically feasible and Lender's security is not lessened. During such repair and restoration period, Lender shall have the right to hold such Miscellaneous Proceeds until Lender has had an opportunity to inspect such Property to ensure the work has been completed to Lender's satisfaction, provided that such inspection shall be undertaken promptly. Lender may pay for the repairs and restoration in a single disbursement or in a series of progress payments as the work is completed. Unless an agreement is made in writing or Applicable Law requires interest to be paid on such Miscellaneous Proceeds, Lender shall not be required to pay Borrower any interest or earnings on such Miscellaneous Proceeds. If the restoration or repair is not economically feasible or Lender's security would be lessened, the Miscellaneous Proceeds shall be applied to the sums secured

by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower. Such Miscellaneous Proceeds shall be applied in the order provided for in Section 2.

In the event of a total taking, destruction, or loss in value of the Property, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower.

In the event of a partial taking, destruction, or loss in value of the Property in which the fair market value of the Property immediately before the partial taking, destruction, or loss in value is equal to or greater than the amount of the sums secured by this Security Instrument immediately before the partial taking, destruction, or loss in value, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the Miscellaneous Proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the partial taking, destruction, or loss in value divided by (b) the fair market value of the Property immediately before the partial taking, destruction, or loss in value. Any balance shall be paid to Borrower.

In the event of a partial taking, destruction, or loss in value of the Property in which the fair market value of the Property immediately before the partial taking, destruction, or loss in value is less than the amount of the sums secured immediately before the partial taking, destruction, or loss in value, unless Borrower and Lender otherwise agree in writing, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument whether or not the sums are then due.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the Opposing Party (as defined in the next sentence) offers to make an award to settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date the notice is given, Lender is authorized to collect and apply the Miscellaneous Proceeds either to restoration or repair of the Property or to the sums secured by this Security Instrument, whether or not then due. "Opposing Party" means the third party that owes Borrower Miscellaneous Proceeds or the party against whom Borrower has a right of action in regard to Miscellaneous Proceeds.

Borrower shall be in default if any action or proceeding, whether civil or criminal, is begun that, in Lender's judgment, could result in forfeiture of the Property or other material impairment of Lender's interest in the Property or rights under this Security Instrument. Borrower can cure such a default and, if acceleration has occurred, reinstate as provided in Section 19, by causing the action or proceeding to be dismissed with a ruling that, in Lender's judgment, precludes forfeiture of the Property or other material impairment of Lender's interest in the Property or rights under this Security Instrument. The proceeds of any award or claim for damages that are attributable to the impairment of Lender's interest in the Property are hereby assigned and shall be paid to Lender.

All Miscellaneous Proceeds that are not applied to restoration or repair of the Property shall be applied in the order provided for in Section 2.

12. Borrower Not Released; Forbearance By Lender Not a Waiver. Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to Borrower or any Successor in Interest of Borrower shall not operate to release the liability of Borrower or any Successors in Interest of Borrower. Lender shall not be required to commence proceedings against any Successor in Interest of Borrower or to refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or any Successors in Interest of Borrower. Any forbearance by Lender in exercising any right or remedy including, without limitation, Lender's acceptance of payments from third persons, entities or Successors in Interest of Borrower or in amounts less than the amount then due, shall not be a waiver of or preclude the exercise of any right or remedy.

13. Joint and Several Liability; Co-signers; Successors and Assigns Bound. Borrower covenants and agrees that Borrower's obligations and liability shall be joint and several. However, any Borrower who co-signs this Security Instrument but does not execute the Note (a "co-signer"): (a) is co-signing this Security Instrument only to mortgage, grant and convey the co-signer's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower can agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without the co-signer's consent.

Subject to the provisions of Section 18, any Successor in Interest of Borrower who assumes Borrower's obligations under this Security Instrument in writing, and is approved by Lender, shall obtain all of Borrower's rights and benefits under this Security Instrument. Borrower shall not be released from Borrower's obligations and liability under this Security Instrument unless Lender agrees to such release in writing. The covenants and agreements of this Security Instrument shall bind (except as provided in Section 20) and benefit the successors and assigns of Lender.

14. Loan Charges. Lender may charge Borrower fees for services performed in connection with Borrower's default, for the purpose of protecting Lender's interest in the Property and rights under this Security Instrument, including, but not limited to, attorneys' fees, property inspection and valuation fees. In regard to any other fees, the absence of express authority in this



Security Instrument to charge a specific fee to Borrower shall not be construed as a prohibition on the charging of such fee. Lender may not charge fees that are expressly prohibited by this Security Instrument or by Applicable Law.

If the Loan is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the Loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge (whether or not a prepayment charge is provided for under the Note). Borrower's acceptance of any such refund made by direct payment to Borrower will constitute a waiver of any right of action Borrower might have arising out of such overcharge.

15. Notices. All notices given by Borrower or Lender in connection with this Security Instrument must be in writing. Any notice to Borrower in connection with this Security Instrument shall be deemed to have been given to Borrower when mailed by first class mail or when actually delivered to Borrower's notice address if sent by other means. Notice to any one Borrower shall constitute notice to all Borrowers unless Applicable Law expressly requires otherwise. The notice address shall be the Property Address unless Borrower has designated a substitute notice address by notice to Lender. Borrower shall promptly notify Lender of Borrower's change of address. If Lender specifies a procedure for reporting Borrower's change of address, then Borrower shall only report a change of address through that specified procedure. There may be only one designated notice address under this Security Instrument at any one time. Any notice to Lender shall be given by delivering it or by mailing it by first class mail to Lender's address stated herein unless Lender has designated another address by notice to Borrower. Any notice in connection with this Security Instrument shall not be deemed to have been given to Lender until actually received by Lender. If any notice required by this Security Instrument is also required under Applicable Law, the Applicable Law requirement will satisfy the corresponding requirement under this Security Instrument.

16. Governing Law; Severability; Rules of Construction. This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. All rights and obligations contained in this Security Instrument are subject to any requirements and limitations of Applicable Law. Applicable Law might explicitly or implicitly allow the parties to agree by contract or it might be silent, but such silence shall not be construed as a prohibition against agreement by contract. In the event that any provision or clause of this Security Instrument or the Note conflicts with Applicable Law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision.

As used in this Security Instrument: (a) words of the masculine gender shall mean and include corresponding neuter words or words of the feminine gender; (b) words in the singular shall mean and include the plural and vice versa; and (c) the word "may" gives sole discretion without any obligation to take any action.

17. Borrower's Copy. Borrower shall be given one copy of the Note and of this Security Instrument.

18. Transfer of the Property or a Beneficial Interest in Borrower. As used in this Section 18, "Interest in the Property" means any legal or beneficial interest in the Property, including, but not limited to, those beneficial interests transferred in a bond for deed, contract for deed, installment sales contract or escrow agreement, the intent of which is the transfer of title by Borrower at a future date to a purchaser.

If all or any part of the Property or any Interest in the Property is sold or transferred (or if Borrower is not a natural person and a beneficial interest in Borrower is sold or transferred) without Lender's prior written consent, Lender may require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if such exercise is prohibited by Applicable Law.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is given in accordance with Section 15 within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

19. Borrower's Right to Reinstate After Acceleration. If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earliest of: (a) five days before sale of the Property pursuant to any power of sale contained in this Security Instrument; (b) such other period as Applicable Law might specify for the termination of Borrower's right to reinstate; or (c) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note as if no acceleration had occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees, property inspection

and valuation fees, and other fees incurred for the purpose of protecting Lender's interest in the Property and rights under this Security Instrument; and (d) takes such action as Lender may reasonably require to assure that Lender's interest in the Property and rights under this Security Instrument, and Borrower's obligation to pay the sums secured by this Security Instrument, shall continue unchanged. Lender may require that Borrower pay such reinstatement sums and expenses in one or more of the following forms, as selected by Lender: (a) cash; (b) money order; (c) certified check, bank check, treasurer's check or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a federal agency, instrumentality or entity; or (d) Electronic Funds Transfer. Upon reinstatement by Borrower, this Security Instrument and obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under Section 18.

20. Sale of Note; Change of Loan Servicer; Notice of Grievance. The Note or a partial interest in the Note (together with this Security Instrument) can be sold one or more times without prior notice to Borrower. A sale might result in a change in the entity (known as the "Loan Servicer") that collects Periodic Payments due under the Note and this Security Instrument and performs other mortgage loan servicing obligations under the Note, this Security Instrument, and Applicable Law. There also might be one or more changes of the Loan Servicer unrelated to a sale of the Note. If there is a change of the Loan Servicer, Borrower will be given written notice of the change which will state the name and address of the new Loan Servicer, the address to which payments should be made and any other information RESPA requires in connection with a notice of transfer of servicing. If the Note is sold and thereafter the Loan is serviced by a Loan Servicer other than the purchaser of the Note, the mortgage loan servicing obligations to Borrower will remain with the Loan Servicer or be transferred to a successor Loan Servicer and are not assumed by the Note purchaser unless otherwise provided by the Note purchaser.

Neither Borrower nor Lender may commence, join, or be joined to any judicial action (as either an individual litigant or the member of a class) that arises from the other party's actions pursuant to this Security Instrument or that alleges that the other party has breached any provision of, or any duty owed by reason of, this Security Instrument, until such Borrower or Lender has notified the other party (with such notice given in compliance with the requirements of Section 15) of such alleged breach and afforded the other party hereto a reasonable period after the giving of such notice to take corrective action. If Applicable Law provides a time period which must elapse before certain action can be taken, that time period will be deemed to be reasonable for purposes of this paragraph. The notice of acceleration and opportunity to cure given to Borrower pursuant to Section 22 and the notice of acceleration given to Borrower pursuant to Section 18 shall be deemed to satisfy the notice and opportunity to take corrective action provisions of this Section 20.

21. Hazardous Substances. As used in this Section 21: (a) "Hazardous Substances" are those substances defined as toxic or hazardous substances, pollutants, or wastes by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials; (b) "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection; (c) "Environmental Cleanup" includes any response action, remedial action, or removal action, as defined in Environmental Law; and (d) an "Environmental Condition" means a condition that can cause, contribute to, or otherwise trigger an Environmental Cleanup.

Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances, or threaten to release any Hazardous Substances, on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property (a) that is in violation of any Environmental Law, (b) which creates an Environmental Condition, or (c) which, due to the presence, use, or release of a Hazardous Substance, creates a condition that adversely affects the value of the Property. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property (including, but not limited to, hazardous substances in consumer products).

Borrower shall promptly give Lender written notice of (a) any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge, (b) any Environmental Condition, including but not limited to, any spilling, leaking, discharge, release or threat of release of any Hazardous Substance, and (c) any condition caused by the presence, use or release of a Hazardous Substance which adversely affects the value of the Property. If Borrower learns, or is notified by any governmental or regulatory authority, or any private party, that any removal or other remediation of any Hazardous Substance affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law. Nothing herein shall create any obligation on Lender for an Environmental Cleanup.

NON-UNIFORM COVENANTS. Borrower and Lender further covenant and agree as follows:

22. Acceleration; Remedies. Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under Section 18 unless Applicable Law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument, foreclosure by judicial proceeding and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the non-existence of a default or any other defense of Borrower to acceleration and foreclosure. If the default is not cured on or before the date specified in the notice, Lender at its option may require immediate payment in full of all sums secured by this Security Instrument without further demand and may foreclose this Security Instrument by judicial proceeding. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this Section 22, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

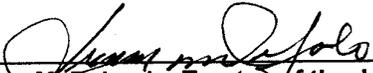
23. Release. Upon payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument. Borrower shall pay any recordation costs. Lender may charge Borrower a fee for releasing this Security Instrument, but only if the fee is paid to a third party for services rendered and the charging of the fee is permitted under Applicable Law.

24. Attorneys' Fees. As used in this Security Instrument and the Note, attorneys' fees shall include those awarded by an appellate court and any attorneys' fees incurred in a bankruptcy proceeding.

25. Jury Trial Waiver. The Borrower hereby waives any right to a trial by jury in any action, proceeding, claim, or counterclaim, whether in contract or tort, at law or in equity, arising out of or in any way related to this Security Instrument or the Note.



BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in pages 1 through 13 of this Security Instrument and in any Rider executed by Borrower and recorded with it.



Juan M. Delgado, Trustee of the Juan M.
Delgado Revocable Trust u/a/d 9/4/07

(Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

FLORIDA—Single Family—Fannie Mae/Freddie Mac UNIFORM INSTRUMENT

FLORIDA
ITEM 1615L12 (111313)

 Form 3010 1/01

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(Page 12 of 13)

State of Florida
County of

The foregoing instrument was acknowledged before me this **22nd** day of **May 2017** by **Juan M. Delgado**

who is personally known to me or who has produced _____ as identification.



Teresa Perera
Notary Public

Originator Names and Nationwide Mortgage Licensing System and Registry IDs:
Organization: **Valley National Bank**

NMLSR ID: **411254**

Individual: **Armando Gonzalez**

NMLSR ID: **1078198**

FLORIDA—Single Family—Fannie Mae/Freddie Mac UNIFORM INSTRUMENT

FLORIDA
ITEM 1615L13 (111313)

Form 3010 1/01

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(Page 13 of 13)

1-4 FAMILY RIDER

(Assignment of Rents)

THIS 1-4 FAMILY RIDER is made this **22nd** day of **May 2017**, and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust, or Security Deed (the "Security Instrument") of the same date given by the undersigned (the "Borrower") to secure Borrower's Note to **Valley National Bank**

(the "Lender") of the same date and covering the Property described in the Security Instrument and located at:

**1021 Hardee Rd
Coral Gables, FL 33146**

[Property Address]

1-4 FAMILY COVENANTS. In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree as follows:

A. ADDITIONAL PROPERTY SUBJECT TO THE SECURITY INSTRUMENT. In addition to the Property described in Security Instrument, the following items now or hereafter attached to the Property to the extent they are fixtures are added to the Property description, and shall also constitute the Property covered by the Security Instrument: building materials, appliances and goods of every nature whatsoever now or hereafter located in, on, or used, or intended to be used in connection with the Property, including, but not limited to, those for the purposes of supplying or distributing heating, cooling, electricity, gas, water, air and light, fire prevention and extinguishing apparatus, security and access control apparatus, plumbing, bath tubs, water heaters, water closets, sinks, ranges, stoves, refrigerators, dishwashers, disposals, washers, dryers, awnings, storm windows, storm doors, screens, blinds, shades, curtains and curtain rods, attached mirrors, cabinets, paneling and attached floor coverings, all of which, including replacements and additions thereto, shall be deemed to be and remain a part of the Property covered by the Security Instrument. All of the foregoing together with the Property described in the Security Instrument (or the leasehold estate if the Security Instrument is on a leasehold) are referred to in this 1-4 Family Rider and the Security Instrument as the "Property."

B. USE OF PROPERTY; COMPLIANCE WITH LAW. Borrower shall not seek, agree to or make a change in the use of the Property or its zoning classification, unless Lender has agreed in writing to the change. Borrower shall comply with all laws, ordinances, regulations and requirements of any governmental body applicable to the Property.

C. SUBORDINATE LIENS. Except as permitted by federal law, Borrower shall not allow any lien inferior to the Security Instrument to be perfected against the Property without Lender's prior written permission.

D. RENT LOSS INSURANCE. Borrower shall maintain insurance against rent loss in addition to the other hazards for which insurance is required by Section 5.

E. "BORROWER'S RIGHT TO REINSTATE" DELETED. Section 19 is deleted.

F. BORROWER'S OCCUPANCY. Unless Lender and Borrower otherwise agree in writing, Section 6 concerning Borrower's occupancy of the Property is deleted.

G. ASSIGNMENT OF LEASES. Upon Lender's request after default, Borrower shall assign to Lender all leases of the Property and all security deposits made in connection with leases

MULTISTATE 1-4 FAMILY RIDER—Fannie Mae/Freddie Mac UNIFORM INSTRUMENT

ITEM 1790L1 (0411)

(Page 1 of 3 pages)

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of the Property. Upon the assignment, Lender shall have the right to modify, extend or terminate the existing leases and to execute new leases, in Lender's sole discretion. As used in this paragraph G, the word "lease" shall mean "sublease" if the Security Instrument is on a leasehold.

H. ASSIGNMENT OF RENTS; APPOINTMENT OF RECEIVER; LENDER IN POSSESSION. Borrower absolutely and unconditionally assigns and transfers to Lender all the rents and revenues ("Rents") of the Property, regardless of to whom the Rents of the Property are payable. Borrower authorizes Lender or Lender's agents to collect the Rents, and agrees that each tenant of the Property shall pay the Rents to Lender or Lender's agents. However, Borrower shall receive the Rents until (i) Lender has given Borrower notice of default pursuant to Section 22 of the Security Instrument and (ii) Lender has given notice to the tenant(s) that the Rents are to be paid to Lender or Lender's agent. This assignment of Rents constitutes an absolute assignment and not an assignment for additional security only.

If Lender gives notice of default to Borrower: (i) all Rents received by Borrower shall be held by Borrower as trustee for the benefit of Lender only, to be applied to the sums secured by the Security Instrument; (ii) Lender shall be entitled to collect and receive all of the Rents of the Property; (iii) Borrower agrees that each tenant of the Property shall pay all Rents due and unpaid to Lender or Lender's agents upon Lender's written demand to the tenant; (iv) unless applicable law provides otherwise, all Rents collected by Lender or Lender's agents shall be applied first to the costs of taking control of and managing the Property and collecting the Rents, including, but not limited to, attorney's fees, receiver's fees, premiums on receiver's bonds, repair and maintenance costs, insurance premiums, taxes, assessments and other charges on the Property, and then to the sums secured by the Security Instrument; (v) Lender, Lender's agents or any judicially appointed receiver shall be liable to account for only those Rents actually received; and (vi) Lender shall be entitled to have a receiver appointed to take possession of and manage the Property and collect the Rents and profits derived from the Property without any showing as to the inadequacy of the Property as security.

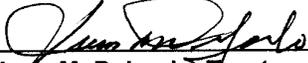
If the Rents of the Property are not sufficient to cover the costs of taking control of and managing the Property and of collecting the Rents any funds expended by Lender for such purposes shall become indebtedness of Borrower to Lender secured by the Security Instrument pursuant to Section 9.

Borrower represents and warrants that Borrower has not executed any prior assignment of the Rents and has not performed, and will not perform, any act that would prevent Lender from exercising its rights under this paragraph.

Lender, or Lender's agents or a judicially appointed receiver, shall not be required to enter upon, take control of or maintain the Property before or after giving notice of default to Borrower. However, Lender, or Lender's agents or a judicially appointed receiver, may do so at any time when a default occurs. Any application of Rents shall not cure or waive any default or invalidate any other right or remedy of Lender. This assignment of Rents of the Property shall terminate when all the sums secured by the Security Instrument are paid in full.

I. CROSS-DEFAULT PROVISION. Borrower's default or breach under any note or agreement in which Lender has an interest shall be a breach under the Security Instrument and Lender may invoke any of the remedies permitted by the Security Instrument.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in pages 1 through 3 of this 1-4 Family Rider.

 (Seal) _____ (Seal)
Juan M. Delgado, Trustee of the Juan -Borrower -Borrower
M. Delgado Revocable Trust u/a/d
9/4/07

_____ (Seal) _____ (Seal)
-Borrower -Borrower

_____ (Seal) _____ (Seal)
-Borrower -Borrower

MULTISTATE 1-4 FAMILY RIDER—Fannie Mae/Freddie Mac UNIFORM INSTRUMENT

ITEM 1790L3 (0411)

(Page 3 of 3 pages)



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CFN 2017R0719883
 OR BK 30803 Pgs 3663-3664 (2Pgs)
 RECORDED 12/26/2017 10:04:58
 HARVEY RUVIN, CLERK OF COURT
 MIAMI-DADE COUNTY, FLORIDA

Prepared by: Claudia Branigan
 Return to: Valley National Bank
 P.O. Box 558
 Wayne, NJ 07474-0558

ASSIGNMENT OF MORTGAGE

KNOW THAT Valley National Bank
 1720 Route 23 North
 Wayne, NJ 07470

Assignor,

in consideration of the sum of TEN and No./100 dollars, (\$10.00)

paid by Mortgage Electronic Registration Systems, Inc. "MERS"
 1901 East Voorhees Street Suite C
 Danville, IL 61834 as
 a Nominee for Onslow Bay Financial, LLC
 1211 Ave of the Americas 41st Floor
 New York, NY 10036

Assignee,

MIN#: 100425000127267883
LOAN: 12726788

hereby assigns unto the assignee, Mortgage Electronic Registration Systems, Inc. "MERS" as a Nominee for Onslow Bay Financial, LLC. Mortgage dated May 22, 2017 made by Juan M. Delgado, Trustee of the Juan M. Delgado Revocable Trust u/a/d 09/04/07 to Valley National Bank in the principal amount \$780,000.00 plus interest recorded on May 24, 2017 in CFN: 2017R0293734 in OR Book 30543 Pages 2415-2430 in the Miami-Dade County Clerk's Office, Florida State.

Covering premises: 1021 Hardee Rd Coral Gables, FL 33146
 Parcel Number : 0341290262050
 Legal Description: Lot 16, Block 145 of REVISED PLAT OF CORAL GABLES RIVIERA SECTION PART 9, according to the plat thereof, as recorded in Plat Book 28, Page 29, of the Public Records of Miami-Dade County, Florida.

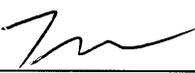
TOGETHER with the bond(s) or note(s) or obligation(s) described in said mortgage, and the moneys due and to grow due thereon with the interest; TO HAVE AND TO HOLD the same unto the assignee and to the successors, legal representatives and assigns of the assignee forever. This Assignment is made to and accepted by the Assignee without any warranty of representation on the part of the Assignor and without the recourse to the Assignor in any event whatsoever. The word "assignor" or "assignee" shall be construed as if it read "assignors" or "assignees" whenever the sense of this instrument so requires.

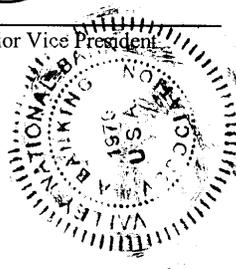
This assignment is not subject to the requirements of section two hundred seventy-five of the Real Property Law because it is an assignment within the secondary mortgage market.

IN WITNESS WHEREOF, the assignor has duly executed this assignment on December 4, 2017

IN PRESENCE OF:

VALLEY NATIONAL BANK

BY: 
 Thomas J. Vanderburgh, Senior Vice President



The assignee herein is not acting as a nominee of the mortgagor and the mortgage continues to secure a bona fide obligation.

STATE OF NEW JERSEY)
)ss.:
COUNTY OF PASSAIC)

ON THIS 4TH DAY OF DECEMBER 2017, BEFORE ME, THE UNDERSIGNED, NOTARY PUBLIC IN AND FOR SAID STATE, PERSONALLY APPEARED THOMAS J. VANDERBURGH, SENIOR VICE PRESIDENT OF VALLEY NATIONAL BANK PERSONALLY KNOWN TO ME OR PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE INDIVIDUAL(S) WHOSE NAME(S) IS (ARE) SUBSCRIBED TO THE WITHIN INSTRUMENT, AND ACKNOWLEDGED TO ME THAT HE/SHE/THEY EXECUTED THE SAME IN HIS/HER/THEIR CAPACITY(IES), AND THAT BY HIS/HER/THEIR SIGNATURE(S) ON THE INSTRUMENT, THE INDIVIDUAL(S), OR THE PERSON UPON BEHALF OF WHICH THE INDIVIDUAL(S) ACTED, EXECUTED THE INSTRUMENT, AND THAT SUCH INDIVIDUAL MADE SUCH APPEARANCE BEFORE THE UNDERSIGNED IN THE COUNTY OF PASSAIC.

CAROL L. CAMPBELL
NOTARY PUBLIC OF NEW JERSEY
MY COMMISSION EXPIRES SEPT. 24, 2019

Carol L Campbell

NOTARY PUBLIC



Assignment of Mortgage
Without Covenant

VALLEY NATIONAL BANK

District
Section
Block
Lot
Borough
County Miami-Dade

TO

Mortgage Electronic Registration
Systems, Inc. "MERS" as a Nominee
For Onslow Bay Financial, LLC

RETURN BY MAIL TO:



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Secretary of State
Elaine F. Marshall

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Limited Liability Company

Actions

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- [Online Filing](#)
- [Add Entity to My Email Notification List](#)
- [Print an Amended a Annual Report form](#)
- [View Filings](#)

Legal name: Onslow Bay Financial LLC

Previous legal name: Onslow Bay Servicing LLC

Secretary of State Identification Number (SOSID): 1328417

Status: Current-Active

Citizenship: Domestic

Date formed: 7/17/2013

Registered agent: Corporation Service Company

mailing address

1211 Avenue of the Americas, 41st Floor
New York, NY 10036

Principal office address

1211 Avenue of the Americas, 41st Floor
New York, NY 10036

Registered office address

2626 Glenwood Ave Ste 550
Raleigh, NC 27608

Registered mailing address

2626 Glenwood Ave Ste 550
Raleigh, NC 27608

Company officials

All LLCs are managed by their managers pursuant to N.C.G.S. 57D-3-20.

- **Manager**

[Mike Fania](#)

1211 Avenue of the Americas 41st Floor
New York NY 10036

- **Manager**

[Christian Greco](#)

1211 Avenue of the Americas, 41st Floor
New York NY 10036

- **Manager**

[Jonathan Kurtz](#)

1211 Avenue of the Americas 41st Floor
New York NY 10036

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Department of State Division of Corporations

Entity Information

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Entity Details ^

ENTITY NAME: ONSLOW BAY FINANCIAL LLC	DOS ID: 4453006
FOREIGN LEGAL NAME:	FICTITIOUS NAME:
ENTITY TYPE: FOREIGN LIMITED LIABILITY COMPANY	DURATION DATE/LATEST DATE OF DISSOLUTION:
SECTION OF LAW: 802 LLC - LIMITED LIABILITY COMPANY LAW	ENTITY STATUS: ACTIVE
DATE OF INITIAL DOS FILING: 08/30/2013	REASON FOR STATUS:
EFFECTIVE DATE INITIAL FILING: 08/30/2013	INACTIVE DATE:
FOREIGN FORMATION DATE: 07/17/2013	STATEMENT STATUS: CURRENT
COUNTY: ALBANY	NEXT STATEMENT DUE DATE: 08/31/2025
JURISDICTION: NORTH CAROLINA, UNITED STATES	NFP CATEGORY:

[ENTITY DISPLAY](#) [NAME HISTORY](#) [FILING HISTORY](#) [MERGER HISTORY](#) [ASSUMED NAME HISTORY](#)

Service of Process on the Secretary of State as Agent

The Post Office address to which the Secretary of State shall mail a copy of any process against the corporation served upon the Secretary of State by personal delivery:

Name: C/O CORPORATION SERVICE COMPANY
Address: 80 STATE STREET, ALBANY, NY, UNITED STATES, 12207

Electronic Service of Process on the Secretary of State as agent: Not Permitted

Chief Executive Officer's Name and Address

Name:
Address:

Principal Executive Office Address

Address:

Registered Agent Name and Address

Name: CORPORATION SERVICE COMPANY

Address: 80 STATE STREET, ALBANY, NY, 12207 - 2543

Entity Primary Location Name and Address

Name:

Address:

Farmcorpflag

Is The Entity A Farm Corporation: NO

Stock Information

Share Value

Number Of Shares

Value Per Share



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Detail by Entity Name

Foreign Limited Liability Company
ONslow BAY FINANCIAL LLC

Filing Information

Document Number	M17000010409
FEI/EIN Number	46-3267526
Date Filed	12/08/2017
State	NC
Status	ACTIVE
Last Event	LC STMNT OF RA/RO CHG
Event Date Filed	05/24/2022
Event Effective Date	NONE

Principal Address

1211 Avenue of the Americas
41st Floor
New York, NY 10036

Changed: 02/04/2025

Mailing Address

1211 Avenue of the Americas
41st Floor
New York, NY 10036

Changed: 02/04/2025

Registered Agent Name & Address

CORPORATION SERVICE COMPANY
1201 HAYS STREET
TALLAHASSEE, FL 32301-2525

Name Changed: 05/24/2022

Address Changed: 05/24/2022

Authorized Person(s) Detail

Name & Address

Title Manager

Fania, Mike
 1211 Avenue of the Americas
 41st Floor
 New York, NY 10036

Title Manager

Greco, Christian
 1211 Avenue of the Americas
 41st Floor
 New York, NY 10036

Title Manager

Kurtz, Jonathan
 1211 Avenue of the Americas
 41st Floor
 New York, NY 10036

Annual Reports

Report Year	Filed Date
2023	01/10/2023
2024	04/17/2024
2025	02/04/2025

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