

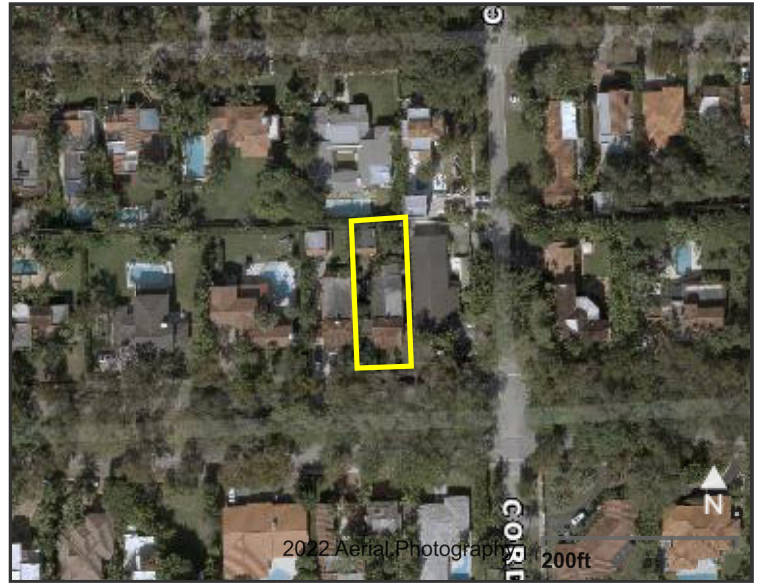


OFFICE OF THE PROPERTY APPRAISER

Summary Report

Generated On : 4/3/2023

Property Information	
Folio:	03-4107-014-1691
Property Address:	1107 ALHAMBRA CIR Coral Gables, FL 33134-3529
Owner	VIRGINIA SOSA
Mailing Address	1107 ALHAMBRA CIR CORAL GABLES, FL 33134-3529
PA Primary Zone	0100 SINGLE FAMILY - GENERAL
Primary Land Use	0101 RESIDENTIAL - SINGLE FAMILY : 1 UNIT
Beds / Baths / Half	4 / 3 / 0
Floors	2
Living Units	1
Actual Area	3,189 Sq.Ft
Living Area	2,965 Sq.Ft
Adjusted Area	2,960 Sq.Ft
Lot Size	7,500 Sq.Ft
Year Built	1925



Assessment Information			
Year	2022	2021	2020
Land Value	\$450,000	\$390,000	\$390,000
Building Value	\$373,735	\$272,890	\$272,890
XF Value	\$0	\$0	\$0
Market Value	\$823,735	\$662,890	\$662,890
Assessed Value	\$596,539	\$579,165	\$571,169

Benefits Information				
Benefit	Type	2022	2021	2020
Save Our Homes Cap	Assessment Reduction	\$227,196	\$83,725	\$91,721
Homestead	Exemption	\$25,000	\$25,000	\$25,000
Second Homestead	Exemption	\$25,000	\$25,000	\$25,000
Note: Not all benefits are applicable to all Taxable Values (i.e. County, School Board, City, Regional).				

Short Legal Description	
7 54 41	
CORAL GABLES SEC C PB 8-26	
LOT 14 BLK 16	
LOT SIZE 50.000 X 150	
OR 10209-1721 1178 1	

Taxable Value Information			
	2022	2021	2020
County			
Exemption Value	\$50,000	\$50,000	\$50,000
Taxable Value	\$546,539	\$529,165	\$521,169
School Board			
Exemption Value	\$25,000	\$25,000	\$25,000
Taxable Value	\$571,539	\$554,165	\$546,169
City			
Exemption Value	\$50,000	\$50,000	\$50,000
Taxable Value	\$546,539	\$529,165	\$521,169
Regional			
Exemption Value	\$50,000	\$50,000	\$50,000
Taxable Value	\$546,539	\$529,165	\$521,169

Sales Information			
Previous Sale	Price	OR Book-Page	Qualification Description
07/01/2006	\$1,050,000	24756-0986	Sales which are qualified
05/01/2005	\$690,000	23423-2465	Sales which are qualified
11/01/1978	\$84,500	10209-1721	Sales which are qualified

City's Exhibit #1

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

Version:

1107 Alhambra Cir

<u>Owner (Property Appraiser, deed, and all Sunbiz addresses)</u> Virginia Sosa 1107 Alhambra Cir Coral Gables 33134-3529	<u>First Mortgagee (mortgage modification address)</u> The Bank of New York Mellon fka the Bank of New York, as Trustee for the Certificateholders, Cwalt, Inc., Alternative Loan Trust 2007-OA9 Mortgage Pass-Through Certificates, Series 2007-OA9 55 Beattie Place, Ste 110 Greenville, SC 29601-5115
<u>First Mortgagee (mortgage assignment address)</u> The Bank of New York Mellon fka the Bank of New York, as Trustee for the Certificateholders, Cwalt, Inc., Alternative Loan Trust 2007-OA9 Mortgage Pass-Through Certificates, Series 2007-OA9 101 Barclay St - 4W New York, NY 10007-2550	<u>First Mortgagee (FDIC BankFind address)</u> The Bank of New York Mellon fka the Bank of New York, as Trustee for the Certificateholders, Cwalt, Inc., Alternative Loan Trust 2007-OA9 Mortgage Pass-Through Certificates, Series 2007-OA9 240 E Greenwich St New York, NY 10007-2470
<u>Second Mortgagee (mortgage address)</u> Just Mortgage, Inc. 708 Corporate Center Dr Pomona, CA 91768-2650	<u>Second Mortgagee (CA Sec'y of State principal and mailing address – corporation is suspended and to registered agent)</u> Just Mortgage, Inc. 10390 Commerce Center Dr., Ste 110 Rancho Cucamonga, CA 91730-5859

Done

Notice of Violation (03-09-2023).pdf



City of Coral Gables

Code Enforcement Division
427 Biltmore Way, Suite 100

3/9/2023 11:47:15 AM

Case #:NOVI-23-02-1836

Notice of Violation

VIRGINIA SOSA

1107 ALHAMBRA CIR

CORAL GABLES, FL 33134-3529

Folio #: 0341070141691

Dear Property Owner and/or Occupant:

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

1107 ALHAMBRA CIR, Coral Gables, FL 33134---3529

The violation(s) found was:

Work without a Permit - Sec. 105-26. - Adoption of building, plumbing, electrical and related technical codes.**The state building code together with all local amendments thereto is hereby adopted by reference. Penalties for violation of the state building code shall be as established in section 1-7. Florida Building Code 105- [A]105.1. Required.****Any owner or owner's authorized agent who intends to construct, enlarge, alter, repair, move, demolish or change the occupancy of a building or structure, or to erect, install, enlarge, alter, repair, remove, convert or replace any impact-resistant coverings, electrical, gas, mechanical or plumbing system, the installation of which is regulated by this code, or to cause any such work to be performed, shall first make application to the building official and obtain the required permit. (Code 1958, § 8-1; Code 1991, § 6-26; Code 2006, § 105-23; Ord. No. 1052, § 1, 12-17-1957)****Code Enforcement Officer Comments: Structure built in rear of property without approval or permits. Air conditioner installation without a permit.****The following steps should be taken to correct the violation:****Cease and desist all unpermitted work. Must obtain all necessary permits.**

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 3/29/2023 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.

305-460-5274

jgarcia3@coralgables.com

City's Exhibit #5

Done

Code Enforcement Ticket (03-10-2023) (1).pdf



CITY OF CORAL GABLES, FLORIDA UNIFORM CIVIL VIOLATION NOTICE

Ticket #: TICK-23-03-12785

DATE/TIME ISSUED 3/10/2023 11:36	CODE INSPECTOR Juan Garcia	DEPARTMENT Code Enf.
NAME OF VIOLATOR VIRGINIA SOSA 1107 ALHAMBRA CIR CORAL GABLES, FL 33134-3529		FOLIO 0341070141691 REPEAT VIOLATOR Yes No ✓
NAME OF REGISTERED AGENT (IF APPLICABLE): _____		

THIS NOTICE SUMMONS YOU TO ANSWER THE COMPLAINT THAT ON THE FOLLOWING DATE
3/10/2023 AT **11:36** VIOLATION OF THE FOLLOWING SECTION(S) OF
CORAL GABLES CITY CODE WAS OBSERVED

Chapter 10, Article I, Sec. 10-22(q). - Prohibited acts and omissions

TO WIT:

Working under a stop work order. Cease all work immediately until all necessary permits are issued.

AT **1107 ALHAMBRA CIR**

YOU SHALL PAY THE CIVIL PENALTY OF \$ **500.00** PLEASE CORRECT THE VIOLATION
ON OR BEFORE **3/13/2023** . YOU MAY REQUEST AN ADMINISTRATIVE HEARING
BEFORE A HEARING OFFICER TO APPEAL THE DECISION OF THE CODE OFFICER ON OR
BEFORE **3/31/2023**

FAILURE TO PAY CIVIL PENALTY AND CORRECT VIOLATION OR
FILE A REQUEST FOR ADMINISTRATIVE HEARING BY THE DATE
SHOWN SHALL CONSTITUTE A WAIVER OF YOUR RIGHT TO
HEARING AND SUCH WAIVER SHALL CONSTITUTE AN ADMISSION
OF VIOLATION. EACH DAY OF CONTINUED VIOLATION SHALL BE
DEEMED A CONTINUING VIOLATION SUBJECT TO ADDITIONAL
PENALTY IN THE SAME AMOUNT WITHOUT THE NEED FOR
ISSUANCE OF ADDITIONAL CIVIL VIOLATION NOTICE.

I ACKNOWLEDGE RECEIPT OF THIS CIVIL VIOLATION NOTICE. I
UNDERSTAND THAT ACCEPTANCE OF THIS VIOLATION NOTICE IS
NOT AN ADMISSION OF GUILT.

VIOLATOR_____
DATE_____
CODE ENFORCEMENT OFFICER_____
DATE

INSTRUCTIONS

PAYMENTS AND REQUEST FOR HEARING SHOULD BE MADE TO:

CITY OF CORAL GABLES
CLERK OF THE CODE ENFORCEMENT BOARD
DEVELOPMENT SERVICES DEPARTMENT
P.O. BOX 341549
CORAL GABLES, FLORIDA 33114
(305) 460-5226

**HEARING WILL BE SET NO SOONER THAN
TWENTY (20) DAYS FROM THE DATE OF THE
CIVIL VIOLATION NOTICE. ALL PARTIES WILL BE
NOTIFIED AT THE MAILING ADDRESS SHOWN
ON THIS NOTICE.**

**YOU MAY APPEAR WITH OR WITHOUT COUNSEL
AND PRODUCE WITNESSES ON YOUR OWN
BEHALF.**

**YOU WILL BE LIABLE FOR REASONABLE COSTS
OF THE ADMINISTRATIVE HEARING UPON A
FINDING OF GUILT.**

**LIENS IN THE AMOUNT OF UNPAID PENALTIES
WILL BE FILED AGAINST YOUR REAL OR
PERSONAL PROPERTY AND WILL BE
FORECLOSED UPON.**

**FAILURE TO PAY CIVIL PENALTY AND CORRECT
VIOLATION OR FILE A REQUEST FOR
ADMINISTRATIVE HEARING BY THE DATE
SHOWN SHALL CONSTITUTE A WAIVER OF
YOUR RIGHT TO HEARING AND SUCH WAIVER
SHALL CONSTITUTE AN ADMISSION OF
VIOLATION. EACH DAY OF CONTINUED
VIOLATION SHALL BE DEEMED A CONTINUING
VIOLATION SUBJECT TO ADDITIONAL PENALTY
IN THE SAME AMOUNT WITHOUT THE NEED FOR
ISSUANCE OF ADDITIONAL CIVIL VIOLATION
NOTICE.**

**THE FILING OF A REQUEST FOR AN
ADMINISTRATIVE HEARING WILL NOT HALT THE
ACCRUAL OF CONTINUING VIOLATION.**

Frequently Called Numbers

General Instructions:



CAUTION













BEFORE THE CONSTRUCTION REGULATION BOARD
FOR THE CITY OF CORAL GABLES

CITY OF CORAL GABLES,
Petitioner,

Case No. 23-5541

vs.

Virginia Sosa
1107 Alhambra Cir
Coral Gables 33134-3529

Return receipt number:

7022 2410 0002 9151 5298

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

Date: April 3, 2023

Re: 1107 Alhambra Cir, legally described as set forth in the attached Exhibit "A" and bearing Property Appraiser's folio number 03-4107-014-1691 ("Property"), and the two-story residential 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:

(10) A structure shall be presumed to be unsafe if one or more of the following criteria applies:

- 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 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.**
- 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, you have performed construction work to (1) raise the height of the roof of a room at the rear of the Structure and (2) open holes in an exterior wall of the house to install wall unit air conditioners; all without obtaining the necessary development approvals, including, but not limited to, building permits ("Permits").

City's Exhibit #6

Because the Structure is historic, you shall (1) apply for, obtain, and pass final inspection on all Permits to repair the Structure, rather than demolish it, and (2) take into consideration any comments and recommendations by the Historic Preservation Board ("Required Action").

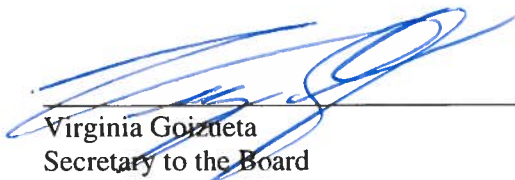
Therefore, this matter is set for hearing before the City's Construction Regulation Board ("Board") in the Commission Chambers, City Hall, 405 Biltmore Way, 2nd Floor, Coral Gables, Florida 33134, on April 17, 2023, at 2:00 p.m.

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 , Secretary to Virginia Goizueta the Board, at City of Coral Gables, Development Services Department, 405 Biltmore Way, 3rd Floor, Coral Gables, FL 33134, vgoizueta@coralgables.com, tel: (305) 460-5250. The Development Services Department's hours are Monday through Friday, 7:30 a.m. to 2:30 p.m.

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

If the Property owner or other interested party does not take all Required Action or prevail at the hearing, the Construction Regulation Board may impose fines not to exceed \$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.



Virginia Goizueta
Secretary to the Board

ADA NOTICES

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

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

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

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

c:

The Bank of New York Mellon fka the Bank of New York,
as Trustee for the Certificateholders, Cwalt, Inc.,
Alternative Loan Trust 2007-OA9 Mortgage Pass-Through Certificates,
Series 2007-OA9; 55
Beattie Place, Ste 110,
Greenville, SC 29601-5115 ;

7021 1970 0000 4016 1128

The Bank of New York Mellon fka the Bank of New York,
as Trustee for the Certificateholders, Cwalt, Inc.,
Alternative Loan Trust 2007-OA9 Mortgage Pass-Through Certificates,
Series 2007-OA9, 101
Barclay St - 4W,
New York, NY 10007-2550;

7021 1970 0000 4016 1135

The Bank of New York Mellon fka the Bank of New York,
as Trustee for the Certificateholders, Cwalt, Inc.,
Alternative Loan Trust 2007-OA9 Mortgage Pass-Through Certificates,
Series 2007-OA9,
240 E Greenwich St,
New York, NY 10007-2470

7021 1970 0000 4016 1142

Just Mortgage, Inc.,
708 Corporate Center Dr,
Pomona, CA 91768-2650

7021 1970 0000 4016 1159

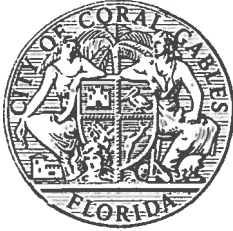
Just Mortgage, Inc.,
10390 Commerce Center Dr., Ste 110,
Rancho Cucamonga, CA 91730-5859

7021 1970 0000 4016 1166

EXHIBIT "A"

LEGAL DESCRIPTION

Lot 14, Block 16, CORAL GABLES SECTION "C" according to the Plat thereof as recorded in Plat Book 8 Page 26 of the Public Records of Miami-Dade County, Florida.



CITY OF CORAL GABLES
DEVELOPMENT SERVICES DEPARTMENT
Affidavit of Posting

Title of Document Posted: Notice of Pending Building Recertification

I, EDUARDO MARTIN, DO HEREBY SWEAR/AFFIRM THAT
THE AFOREMENTIONED NOTICE WAS PERSONALLY POSTED, BY ME, AT THE
ADDRESS OF 1107 ALHAMBRA CIR., ON April 3rd, 2023, AT 9:50 a.m.

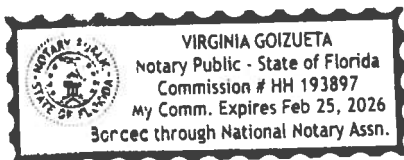
EDUARDO MARTIN
Employee's Printed Name

[Signature]
Employee's Signature

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

Sworn to (or affirmed) and subscribed before me this 3rd day of April, in the year 2023, by
Eduardo Martin who is personally known to me.

My Commission Expires:



[Signature]
Virginia Goizueta
Notary Public

City's Exhibit #7



City's Exhibit #8





CFN 2006R0803494
DR Bk 24756 Pgs 0986 - 987; (2pgs)
RECORDED 07/26/2006 10:52:10
DEED DOC TAX 6,300.00
HARVEY RUVIN, CLERK OF COURT
MIAMI-DADE COUNTY, FLORIDA

Prepared by and return to:

ILEANA M. GARCIA

Attorney at Law

ILEANA M. GARCIA, ESQ.

9415 SUNSET DRIVE SUITE 274

Miami, FL 33173

305-274-3020

File Number: 1322-06

Will Call No.:

[Space Above This Line For Recording Data]

Warranty Deed

This Warranty Deed made this 24th day of July, 2006 between **DEDRICK RIOS, A SINGLE MAN**, whose post office address is 1354 ASHARD AVENUE, SAN JUAN, PR 00904, grantor, and **VIRGINIA SOSA**, whose post office address is 1107 ALHAMBRA CIRCLE, Coral Gables, FL 33134, grantee:

(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 14, BLOCK 16, CORAL GABLES SECTION "C", ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 8, PAGE 26, PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA, ALONG WITH THE PEDESTRIAN EASEMENT OVER THE WEST 5 1/2 FEET OF LOT 13, BLOCK 16, CORAL GABLES SECTION "C" ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 8, PAGE 26, PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA.

Parcel Identification Number: 03-4107-014-1691

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 **December 31, 2005**.

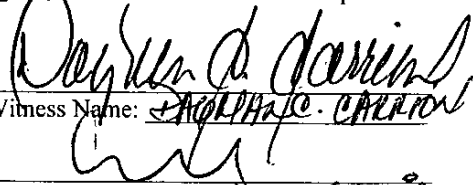
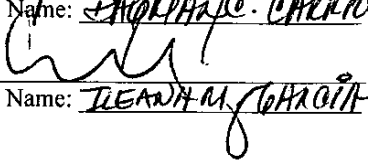
City's Exhibit #9

DoubleTime®

2

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

Signed, sealed and delivered in our presence:


Witness Name: DAGMAR C. CARRION

Witness Name: LEAH M. GAROFF

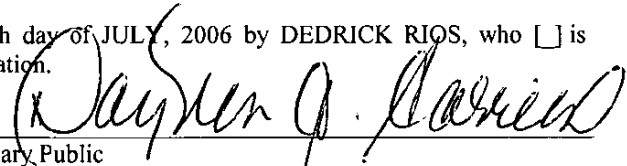

DEDRICK RIOS (Seal)

State of Florida
County of Miami-Dade

The foregoing instrument was acknowledged before me this 24th day of JULY, 2006 by DEDRICK RIOS, who ☐ is personally known or ☒ has produced a driver's license as identification.

[Notary Seal]




Notary Public
Printed Name: _____
My Commission Expires: _____





CFN 20070293500
 OR 8k 25470 Pgs 0401 - 421; (21pgs)
 RECORDED 03/22/2007 09:12:55
 MTG DOC TAX 2,968.00
 INTANG TAX 1,696.00
 HARVEY RUVIN, CLERK OF COURT
 MIAMI-DADE COUNTY, FLORIDA

This Instrument Prepared By:
 JUST MORTGAGE INC.
 708 CORPORATE CENTER DRIVE
 POMONA, CA 91768

After Recording Return To:
 JUST MORTGAGE, INC.
 708 CORPORATE CENTER DRIVE
 POMONA, CALIFORNIA 91768
 Loan Number: 0051148711

Record and return to:
 James M. Fortain, P.A.
 P. O. Box 332116
 Coconut Grove, FL 33233-2116

[Space Above This Line For Recording Data]

MORTGAGE

MIN: 1001871-0051148711-9

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 MARCH 15, 2007, together with all Riders to this document.

(B) "Borrower" is VIRGINIA SOSA, A SINGLE WOMAN *VS*

Borrower is the mortgagor under this Security Instrument.

(C) "MERS" is Mortgage Electronic Registration Systems, Inc. MERS is a separate corporation that is acting solely as a nominee for Lender and Lender's successors and assigns. MERS is the mortgagee under this Security Instrument. MERS is organized and existing under the laws of Delaware, and has an address and telephone number of P.O. Box 2026, Flint, MI 48501-2026, tel. (888) 679-MERS.

(D) "Lender" is JUST MORTGAGE, INC.

Lender is a CALIFORNIA CORPORATION organized and existing under the laws of CALIFORNIA
 Lender's address is 708 CORPORATE CENTER DRIVE, POMONA, CALIFORNIA 91768

(E) "Note" means the promissory note signed by Borrower and dated MARCH 15, 2007
 The Note states that Borrower owes Lender EIGHT HUNDRED FORTY-EIGHT THOUSAND AND 00/100 Dollars (U.S. \$ 848,000.00) plus interest.

Borrower has promised to pay this debt in regular Periodic Payments and to pay the debt in full not later than APRIL 1, 2037.

(F) "Property" means the property that is described below under the heading "Transfer of Rights in the Property."

Borrower Initials: *VS*

FLORIDA--Single Family--Fannie Mae/Freddie Mac UNIFORM INSTRUMENT - MERS
 Form 3010 1/01 (02/01/07)

Page 1 of 15

DocMagic eForms 800-649-1362
 www.docmagic.com

(G) "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.

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

(I) "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.

(J) "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.

(K) "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.

(L) "Escrow Items" means those items that are described in Section 3.

(M) "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.

(N) "Mortgage Insurance" means insurance protecting Lender against the nonpayment of, or default on, the Loan.

(O) "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.

(P) "RESPA" means the Real Estate Settlement Procedures Act (12 U.S.C. §2601 et seq.) and its implementing regulation, Regulation X (24 C.F.R. Part 3500), 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.

(Q) "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.

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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 MERS (solely as nominee for Lender and Lender's successors and assigns) and to the successors and assigns of MERS, the following described property located in the COUNTY of MIAMI-DADE :

[Type of Recording Jurisdiction] [Name of Recording Jurisdiction]
SEE LEGAL DESCRIPTION ATTACHED HERETO AND MADE A PART HEREOF AS EXHIBIT "A".
A.P.N.: 03-4107-014-1691

which currently has the address of 1107 ALHAMBRA CIRCLE
[Street]
CORAL GABLES , Florida 33134 ("Property Address"):
[City] [Zip Code]

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 understands and agrees that MERS holds only legal title to the interests granted by Borrower in this Security Instrument, but, if necessary to comply with law or custom, MERS (as nominee for Lender and Lender's successors and assigns) has the right: to exercise any or all of those interests, including, but not limited to, the right to foreclose and sell the Property; and to take any action required of Lender including, but not limited to, releasing and canceling this Security Instrument.

BORROWER COVENANTS that Borrower is lawfully seised 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.

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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 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

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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 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

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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.

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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

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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.

If this Security Instrument is on a leasehold, Borrower shall comply with all the provisions of the lease. Borrower shall not surrender the leasehold estate and interests herein conveyed or terminate or cancel the ground lease. Borrower shall not, without the express written consent of Lender, alter or amend the ground 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

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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.

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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.

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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

Borrower Initials: 

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

Borrower Initials: 

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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.

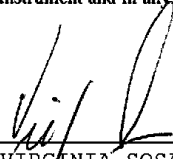
Borrower Initials: 

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



(Seal)
VIRGINIA SOSA -Borrower
1107 ALHAMBRA CIRCLE, CORAL
GABLES, FLORIDA 33134

(Seal)
-Borrower

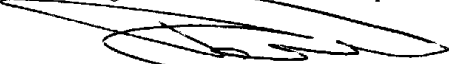
(Seal)
-Borrower


(Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

Signed, sealed and delivered in the presence of:


Witness PAT BLACK


Witness JAMES M. FORTAIN

[Space Below This Line For Acknowledgment]

STATE OF FLORIDA

COUNTY OF MIAMI-DADE

The foregoing instrument was acknowledged before me this 15 day of MARCH, 2007
by VIRGINIA SOSA

who is personally known to me or who has produced FLORIDA DRIVERS LICENSE
(Type of Identification)
as identification.



JAMES M. FORTAIN
MY COMMISSION # DD 365247
EXPIRES: November 20, 2008
Bonded Thru Budget Notary Services

Signature

Name of Notary

Title

Serial Number, if any

(Seal)

Loan Number: 0051148711

Date: MARCH 15, 2007

Property Address: 1107 ALHAMBRA CIRCLE, CORAL GABLES, FLORIDA 33134

EXHIBIT "A"

LEGAL DESCRIPTION

Lot 14, Block 16, CORAL GABLES SECTION "C", according to the plat thereof, as recorded in Plat Book 8, Page 26, of the Public Records of Miami-Dade County, Florida, along with the pedestrian easement over the West 5 1/2 feet of Lot 13, Block 16 CORAL GABLES SECTION "C", according to the plat thereof, as recorded in Plat Book 8, Page 26, of the Public Records of Miami-Dade County, Florida.

A.P.N. # : 03-4107-014-1691

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ADJUSTABLE RATE RIDER

(MTA-Twelve Month Average Index - Payment Caps)

THIS ADJUSTABLE RATE RIDER is made this 15th day of MARCH, 2007, 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 Adjustable Rate Note (the "Note") to (the "Lender") of the same date and covering the property described in the Security Instrument and located at:

1107 ALHAMBRA CIRCLE, CORAL GABLES, FLORIDA 33134

[Property Address]

THE NOTE CONTAINS PROVISIONS THAT WILL CHANGE THE INTEREST RATE AND THE MONTHLY PAYMENT. THERE MAY BE A LIMIT ON THE AMOUNT THAT THE MONTHLY PAYMENT CAN INCREASE OR DECREASE. THE PRINCIPAL AMOUNT TO REPAY COULD BE GREATER THAN THE AMOUNT ORIGINALLY BORROWED, BUT NOT MORE THAN THE LIMIT STATED IN THE NOTE.

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

A. INTEREST RATE AND MONTHLY PAYMENT CHANGES

The Note provides for changes in the interest rate and the monthly payments, as follows:

2. INTEREST

(A) Interest Rate

Interest will be charged on unpaid Principal until the full amount of Principal has been paid. I will pay interest at a yearly rate of 8.764 %. The interest rate I will pay may change.

The interest rate required by this Section 2 is the rate I will pay both before and after any default described in Section 7(B) of the Note.

(B) Interest Rate Change Dates

The interest rate I will pay may change on the 1st day of MAY, 2007, and on that day every month thereafter. Each date on which my interest rate could change is called an "Interest Rate Change Date." The new rate of interest will become effective on each Interest Rate Change Date. The interest rate may change monthly, but the monthly payment is recalculated in accordance with Section 3.

(C) Index

Beginning with the first Interest Rate Change Date, my adjustable interest rate will be based on an Index. The "Index" is the "Twelve-Month Average" of the annual yields on actively traded United States Treasury Securities adjusted to a constant maturity of one year as published by the Federal Reserve Board in the Federal Reserve Statistical Release entitled "Selected Interest Rates (H.15)" (the "Monthly Yields"). The Twelve Month Average is determined by adding together the Monthly Yields for the most recently

Borrower Initials: 

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available twelve months and dividing by 12. The most recent Index figure available as of the date 15 days before each Interest Rate Change Date is called the "Current Index."

If the Index is no longer available, the Note Holder will choose a new index that is based upon comparable information. The Note Holder will give me notice of this choice.

(D) Calculation of Interest Rate Changes

Before each Interest Rate Change Date, the Note Holder will calculate my new interest rate by adding THREE AND 750/1000 percentage point(s) (3.750 %) ("Margin") to the Current Index. The Note Holder will then round the result of this addition up to the nearest one-eighth of one percentage point (0.125%). The rounded amount will be my new interest rate until the next Interest Rate Change Date. My interest rate will never be greater than 11.950 %. Beginning with the first Interest Rate Change Date, my interest rate will never be lower than the Margin.

3. PAYMENTS

(A) Time and Place of Payments

I will pay Principal and interest by making a payment every month.

I will make my monthly payments on the 1st day of each month beginning on MAY 1, 2007 . I will make these payments every month until I have paid all of the Principal and interest and any other charges described below that I may owe under this Note. Each monthly payment will be applied as of its scheduled due date and will be applied to interest before Principal. If, on APRIL 1, 2037 , I still owe amounts under this Note, I will pay those amounts in full on that date, which is called the "Maturity Date."

I will make my monthly payments at 708 CORPORATE CENTER DRIVE, POMONA, CALIFORNIA 91768

or at a different place if required by the Note Holder.

(B) Amount of My Initial Minimum Monthly Payments

Each of my initial minimum monthly payments until the first Payment Change Date will be in the amount of U.S. \$ 2,727.50 as calculated by the Note Holder at an interest rate of 1.000 %, unless adjusted under Section 3(F). This is the Minimum Payment amount the Note Holder will accept as provided by Section 3(C) below.

(C) Payment Change Dates

My monthly payment may change as required by Section 3(D) below beginning on the 1st day of MAY, 2008 , and on that day every 12th month thereafter. Each of these dates is called a "Payment Change Date." My monthly payment also will change at any time Section 3(F) or 3(G) below requires me to pay a different monthly payment. The "Minimum Payment" is the minimum amount the Note Holder will accept for my monthly payment which is determined at the last Payment Change Date or as provided in Section 3(F) or 3(G) below. If the Minimum Payment is not sufficient to cover the amount of the interest due then negative amortization will occur.

I will pay the amount of my new Minimum Payment each month beginning on each Payment Change Date or as provided in Section 3(F) or 3(G) below.

(D) Calculation of Monthly Payment Changes

At least 30 days before each Payment Change Date, the Note Holder will calculate the amount of the monthly payment that would be sufficient to repay the unpaid Principal that I am expected to owe at the Payment Change Date in full on the maturity date in substantially equal payments at the interest rate effective during the month preceding the Payment Change Date. The result of this calculation is called the "Full Payment." Unless Section 3(F) or 3(G) apply, the amount of my new monthly payment effective on a Payment Change Date, will not increase by more than 7.5% of my prior monthly payment. This 7.5%

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limitation is called the "Payment Cap." This Payment Cap applies only to the Principal and Interest payment and does not apply to any escrow payments Lender may require under the Security Instrument. The Note Holder will apply the Payment Cap by taking the amount of my Minimum Payment due the month preceding the Payment Change Date and multiplying it by the number 1.075. The result of this calculation is called the "Limited Payment." Unless Section 3(F) or 3(G) below requires me to pay a different amount, my new Minimum Payment will be the lesser of the Limited Payment and the Full Payment. I also have the option to pay the Full Payment for my monthly payment.

(E) Additions to My Unpaid Principal

Since my monthly payment amount changes less frequently than the interest rate, and since the monthly payment is subject to the payment limitations described in Section 3(D), my Minimum Payment could be less than or greater than the amount of the interest portion of the monthly payment that would be sufficient to repay the unpaid Principal I owe at the monthly payment date in full on the Maturity Date in substantially equal payments. For each month that my monthly payment is less than the interest portion, the Note Holder will subtract the amount of my monthly payment from the amount of the interest portion and will add the difference to my unpaid Principal, and interest will accrue on the amount of this difference at the interest rate required by Section 2. For each month that the monthly payment is greater than the interest portion, the Note Holder will apply the payment as provided in Section 3(A).

(F) Limit on My Unpaid Principal; Increased Monthly Payment

My unpaid Principal can never exceed a maximum amount equal to ONE HUNDRED FIFTEEN AND 000/1000 percent (115.000 %) of the Principal amount I originally borrowed. My unpaid Principal could exceed that maximum amount due to the Limited Payment and interest rate increases. In that event, on the date that my paying my monthly payment would cause me to exceed that limit, I will instead pay a new monthly payment. The new monthly payment will be in an amount that would be sufficient to repay my then unpaid Principal in full on the Maturity Date in substantially equal installments at the current interest rate.

(G) Required Full Payment

On the fifth Payment Change Date and on each succeeding fifth Payment Change Date thereafter, I will begin paying the Full Payment as my monthly payment until my monthly payment changes again. I also will begin paying the Full Payment as my monthly payment on the final Payment Change Date.

(H) Payment Options

After the first Interest Rate Change Date, Lender may provide me with up to three (3) additional payment options that are greater than the Minimum Payment, which are called "Payment Options." I may be given the following Payment Options:

- (i) **Interest Only Payment:** the amount that would pay the interest portion of the monthly payment at the current interest rate. The Principal balance will not be decreased by this Payment Option and it is only available if the interest portion exceeds the Minimum Payment.
- (ii) **Fully Amortized Payment:** the amount necessary to pay the loan off (Principal and Interest) at the Maturity Date in substantially equal payments.
- (iii) **15 Year Amortized Payment:** the amount necessary to pay the loan off (Principal and Interest) within a fifteen (15) year term from the first payment due date in substantially equal payments. This monthly payment amount is calculated on the assumption that the current rate will remain in effect for the remaining term.

These Payment Options are only applicable if they are greater than the Minimum Payment.

Borrower Initials: 

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4. NOTICE OF CHANGES

The Note Holder will deliver or mail to me a notice of any changes in the amount of my monthly payment before the effective date of any change. The notice will include information required by law to be given to me and also the title and telephone number of a person who will answer any question I may have regarding the notice.

B. TRANSFER OF THE PROPERTY OR A BENEFICIAL INTEREST IN BORROWER

Uniform Covenant 18 of the Security Instrument is amended to read as follows:

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. Lender also shall not exercise this option if: (a) Borrower causes to be submitted to Lender information required by Lender to evaluate the intended transferee as if a new loan were being made to the transferee; and (b) Lender reasonably determines that Lender's security will not be impaired by the loan assumption and that the risk of a breach of any covenant or agreement in this Security Instrument is acceptable to Lender.

To the extent permitted by Applicable Law, Lender may charge a reasonable fee as a condition to Lender's consent to the loan assumption. Lender may also require the transferee to sign an assumption agreement that is acceptable to Lender and that obligates the transferee to keep all the promises and agreements made in the Note and in this Security Instrument. Borrower will continue to be obligated under the Note and this Security Instrument unless Lender releases Borrower in writing.

If Lender exercises the option to require immediate payment in full, 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.

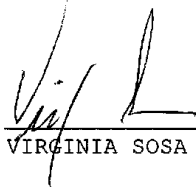
Borrower Initials: 

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FE-5315R (0412) 04/05

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WITNESS THE HAND(S) AND SEAL(S) OF THE UNDERSIGNED.


VIRGINIA SOSA

(Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

Recording Requested By:
Bank of America
Prepared By: **Srbui Muradyan**
888-603-9011

When recorded mail to:
CoreLogic
450 E. Boundary St.
Attn: Release Dept.
Chapin, SC 29036



DocID# **20516058864673942**

Property Address:
1107 Alhambra Cir
Coral Gables, FL 33134-3529

FL0-AM 14816354

8/29/2011

This space for Recorder's use

MIN #: 1001871-0051148711-9 MERS Phone #: 888-679-6377

ASSIGNMENT OF MORTGAGE

For Value Received, the undersigned holder of a Mortgage (herein "Assignor") whose address is **3300 S.W. 34th Avenue, Suite 101 Ocala, FL 34474** does hereby grant, sell, assign, transfer and convey unto **THE BANK OF NEW YORK MELLON FKA THE BANK OF NEW YORK, AS TRUSTEE FOR THE CERTIFICATEHOLDERS, CWALT, INC., ALTERNATIVE LOAN TRUST 2007-OA9 MORTGAGE PASS-THROUGH CERTIFICATES, SERIES 2007-OA9** whose address is **101 BARCLAY ST - 4W, NEW YORK, NY 10286** all beneficial interest under that certain Mortgage described below together with the note(s) and obligations therein described and the money due and to become due thereon with interest and all rights accrued or to accrue under said Mortgage.

Original Lender: **JUST MORTGAGE, INC.**
Original Borrower(s): **VIRGINIA SOSA, A SINGLE WOMAN**
Date of Mortgage: **3/15/2007**
Original Loan Amount: **\$848,000.00**

Recorded in **Miami-Dade County, FL** on: **3/22/2007**, book **25470**, page **0401** and instrument number **2007R0293500**

IN WITNESS WHEREOF, the undersigned has caused this Assignment of Mortgage to be executed on

9/7/11
MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC.

By: Bud Kamyabi
Bud Kamyabi
Assistant Secretary

By: Tina LeRaybaud
Tina LeRaybaud
Assistant Secretary

Witness: Luis Roldan

Witness: Swarupa Sree

State of California
County of **Ventura**

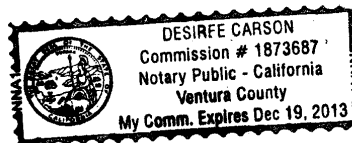
On 9/7/11 before me, Desiree Carson, Notary Public, personally appeared **Bud Kamyabi** and **Tina LeRaybaud**, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Notary Public: Desiree Carson
My Commission Expires: Dec 19, 2013

(Seal)



When recorded mail to: 12607761
FAMS-DTO Rec
3 First American Way
Santa Ana, CA 92707
Shellpo | 737.2 | PR DOCS
R3.FL SOSA | E-Record

FL SMS No 539116386 MOD

Prepared by:

Nicole Harwood

Shellpoint Mortgage Servicing

55 Beattie Place Suite 110 (MS 157)

Greenville, SC 29601

Telephone: 866-825-2174

[Space Above This Line For Recording Data]

Modification Agreement

Document Date: 5/18/2020

FHA/VA/USDA Case No: N/A

Original Mortgagor: **Virginia Sosa**

Address: **1107 Alhambra Circle, Miami, FL, 33134 (Miami-Dade County)**

Original Mortgagee: **Just Mortgage, INC.**

Present Holder of the Note and Lien: **THE BANK OF NEW YORK MELLON FKA THE BANK OF NEW YORK, AS TRUSTEE FOR THE CERTIFICATEHOLDERS, CWALT, INC., ALTERNATIVE LOAN TRUST 2007-OA9 MORTGAGE PASS-THROUGH CERTIFICATES, SERIES 2007-OA9**

Holder's Address: **c/o THE BANK OF NEW YORK MELLON FKA THE BANK OF NEW YORK, AS TRUSTEE FOR THE CERTIFICATEHOLDERS, CWALT, INC., ALTERNATIVE LOAN TRUST 2007-OA9 MORTGAGE PASS-THROUGH CERTIFICATES, SERIES 2007-OA9**

55 Beattie Place Suite 110 Greenville, SC 29601 (Greenville County)

Original Loan Amount: **\$848,000.00**

Current Unpaid Balance: **\$928,308.07**

New Money (Intangible Amount): **\$614,371.74**

New Unpaid Balance: **\$1,542,679.81**

Original Mortgage Recorded on 3/22/2007, Instrument #: **2007R0293500**, Book: N/A, Page: N/A

Tax Parcel #: **03-4107-014-1691**

Legal Description: **Exhibit "A"**

Upon recording return to:
 Shellpoint Mortgage Servicing
 55 Beattie Place Suite 110 (MS 157)
 Greenville, SC 29601
 Telephone: 866-825-2174
 Loan Number: 0539116386
 NMLS #: 3013



[Space Above This Line For Recording Data]

BALLOON MODIFICATION AGREEMENT

Borrower ("I"): Virginia Sosa

Lender or Servicer ("Lender"): NewRez LLC D/B/A Shellpoint Mortgage Servicing as Attorney in Fact for BANK OF NEW YORK AS TRUSTEE FOR CWALT 2007-OA9

Date of mortgage, deed of trust, or security deed ("Mortgage") and Note: 03/15/2007

Loan Number: 0539116386

Property Address ("Property"): 1107 Alhambra Circle, Coral Gables, FL 33134

If my representations and covenants in Section 1 continue to be true in all material respects, then this Modification Agreement ("Agreement") will, as set forth in Section 3, amend and supplement (1) the Mortgage on the Property, and (2) the Note secured by the Mortgage. The Mortgage and Note together, as they may previously have been amended, are referred to as the "Loan Documents." Capitalized terms used in this Agreement and not defined have the meaning given to them in Loan Documents.

I understand that after I sign and return the original versions of this Agreement to the Lender, the Lender will send me a signed copy of this Agreement. This Agreement will not take effect unless the preconditions set forth in Section 2 have been satisfied.

1. My Representations and Covenants. I certify, represent to Lender, covenant and agree:

- A. I am experiencing a financial hardship, and as a result, (i) I am in default under the Loan Documents or my default is imminent, and (ii) I do not have sufficient income or access to sufficient liquid assets to make the monthly mortgage payments now or in the near future.
- B. The Property has not been condemned.
- C. There has been no impermissible change in the ownership of the Property since I signed the Loan Documents. A permissible change would be any transfer that the lender is required by law to allow, such as a transfer to add or remove a family member, spouse or domestic partner of the undersigned in the event of a death, divorce or marriage.
- D. I have provided documentation for all income that I receive (and I understand that I am not required to disclose child support or alimony unless I chose to rely on such income when requesting to qualify for the Modification Program ("Program")).
- E. Under penalty of perjury, all documents and information I have provided to Lender in connection with this Agreement, including the documents and information regarding my eligibility for the Program, are true and correct.
- F. If Lender requires me to obtain credit counseling in connection with the Program, I will do so.
- G. I have made or will make all payments required under a Trial Period Plan.
- H. I, Virginia Sosa, may receive a discharge in a bankruptcy proceeding after signing the Note and Mortgage/Deed of Trust. I and the Lender acknowledge and agree that this Agreement is not an attempt to collect, recover, enforce, or offset this indebtedness against me personally, does not affect the discharge of my personal liability, and shall not be construed as a waiver of the discharge or an attempt to revive personal liability for this indebtedness. I understand that I am not obligated to enter into this Agreement and that I am entering into this Agreement voluntarily and with no coercion or pressure from the Lender, for the sole purpose of retaining the Property. I and the Lender acknowledge and agree that the Mortgage/Deed of Trust is an enforceable lien on the Property, that this Agreement shall not prejudice the lien in any way, and that the Lender's sole recourse is the enforcement of its lien on the Property and any action which may exist in relation to the Property itself.

2. Acknowledgements and Preconditions to Modification. I understand and acknowledge that:

- A. If prior to the Modification Effective Date as set forth in Section 3 the Lender determines that any of my representations in Section 1 are no longer true and correct or any covenant in Section 1 has not been performed, the Loan Documents will not be modified and this Agreement will terminate. In that event, the Lender will have all of the rights and remedies provided by the Loan Documents.
- B. The Loan Documents will not be modified unless and until (i) the Lender accepts this Agreement by signing and returning a copy of it to me, and (ii) the Modification Effective Date, as set fourth in Section 3, has occurred. I further understand and agree that the Lender will not be obligated or bound to make any modification of the Loan Documents if I fail to meet any one of the requirements under this Agreement.

3. The Modification. If my representations and covenants in Section 1 continue to be true in all material respects and all preconditions to the modification set forth in Section 2 have been met, the Loan Documents will automatically become modified on 07/01/2020 (the "Modification Effective Date") and all unpaid late charges that remain unpaid will be waived. I understand

¹ If more than one Borrower or Mortgagor is executing this document, each is referred to as "I." For purposes of this document words signifying the singular (such as "I") shall include the plural (such as "we") and vice versa where appropriate.

A. The Maturity Date will be 05/01/2047.

B. The modified principal balance of my Note will include all amounts and arrearages that will be past due as of the Modification Effective Date (including unpaid and deferred interest, fees, escrow advances and other costs, but excluding unpaid late charges, collectively, ("Unpaid Amounts") less any amounts paid to the Lender but not previously credited to my Loan. The Unpaid Amounts include \$308,631.41 of advanced escrows, \$2,593.40 of legal fees, \$2,995.00 of other fees, and \$338,875.67 of pending fees. The new principal balance of my Note will be \$1,581,403.55 (the "New Principal Balance"). I understand that by agreeing to add the Unpaid Amounts to the outstanding principal balance, the added Unpaid Amounts accrue interest based on the interest rate in effect under this Agreement. I also understand that this means interest will now accrue on the unpaid Interest that is added to the outstanding principal balance, which would not happen without this Agreement.

C. \$ 38,723.74 of the New Principal Balance shall be deferred (the "Deferred Principal Balance") and I will not pay interest or make monthly payments on this amount. The New Principal Balance less the Deferred Principal Balance shall be referred to as the Interest Bearing Principal Balance and this amount is \$1,542,679.81. Interest at the rate of 2% will begin to accrue as of 06/01/2020 and the first new monthly payment will be due on 07/01/2020. My payment schedule for the modified Loan is as follows:

Number of Monthly Payments	Interest Rate	Interest Rate Change Date	Monthly Principal and Interest Payment Amount	Estimated Monthly Escrow Payment Amount*	Total Monthly Payment*	Payment Begins On
36	2%	06/01/2020	\$4,671.63	\$2286.46 May adjust periodically	\$6,958.09 May adjust periodically	07/01/2020
12	3%	06/01/2023	\$5,465.85	May adjust periodically	May adjust periodically	07/01/2023
12	4%	06/01/2024	\$6,307.59	May adjust periodically	May adjust periodically	07/01/2024
263	4.125%	06/01/2025	\$6,414.84	May adjust periodically	May adjust periodically	07/01/2025

*The escrow payments may be adjusted periodically in accordance with applicable law; therefore, my total monthly payment may change accordingly.

The above terms in this Section 3.C. shall supersede any provisions to the contrary in the Loan Documents, including but not limited to, provisions for an adjustable, step, or simple interest rate.

I understand that if I have a pay option adjustable rate mortgage loan, upon modification the minimum monthly payment option, the interest-only, or any other payment options will no longer be offered. The monthly payments, as described in the above payment schedule for my modified Loan, will be the minimum payment that will be due each month for the remaining term of the Loan. My modified Loan will not have a negative amortization feature that would allow me to pay less than the interest due resulting in any unpaid interest being added to the outstanding principal balance.

D. I will be in default if I do not comply with the terms of the Loan Documents, as modified by this Agreement.

E. If a default rate of interest is permitted under the Loan Documents, then in the event of default, the interest that will be due will be the rate set forth in Section 3.C.

F. My monthly principal and interest payment for the New Principal Balance reflects amortization of principal over 27 years from the date of my first modification payment. However, the scheduled maturity date of my loan will remain unchanged. This means that, even if I make all of the scheduled payments on time and comply with all other terms of the modified loan agreement, a principal balance of \$777,300.86, and any deferred principal balance, will remain unpaid at the time of the scheduled maturity date. This balance will accrue interest at the Note rate and is sometimes called a balloon payment; I will need to make arrangements to pay this remaining balance when I pay off my loan, when I transfer an interest in, refinance or sell the Property, or at maturity.

THIS LOAN IS PAYABLE IN FULL AT MATURITY. YOU MUST REPAY THE ENTIRE PRINCIPAL BALANCE OF THE LOAN AND UNPAID INTEREST THEN DUE. THE LENDER IS UNDER NO OBLIGATION TO REFINANCE THE LOAN AT THAT TIME YOU WILL, THEREFORE, BE REQUIRED TO MAKE PAYMENT OUT OF OTHER ASSETS THAT YOU MAY OWN, OR YOU WILL HAVE TO FIND A LENDER, WHICH MAY BE THE LENDER YOU HAVE THIS LOAN WITH, WILLING TO LEND YOU THE MONEY. IF YOU REFINANCE THIS LOAN AT MATURITY, YOU MAY HAVE TO PAY SOME OR ALL OF THE CLOSING COSTS NORMALLY ASSOCIATED WITH A NEW LOAN, EVEN IF YOU OBTAIN REFINANCING FROM THE SAME LENDER.

4. **Additional Agreements.** I understand and acknowledge that:

A. All persons who signed the Loan Documents or their authorized representative(s) have signed this Agreement, unless (i) a borrower or co-borrower is deceased, (ii) the borrower and co-borrower are divorced and the property has been transferred to one spouse in the Divorce Decree, the spouse who no longer has an interest in the property need not sign this Agreement (although the non-signing spouse may continue to be held liable for the obligation under the Loan Documents), or (iii) the Lender has waived this requirement in writing.

B. This Agreement shall supersede the terms of any modification, forbearance, trial period plan or other workout plan that I previously entered into with Lender.

C. I must comply, except to the extent that they are modified by this Agreement, with all covenants, agreements, and requirements of Loan Documents including my agreement to make all payments of taxes, insurance premiums, assessments, escrow items, impounds, and all other payments, the amount of which may change periodically over the term of my Loan.

- D. This Agreement constitutes notice that the Lender's waiver as to payment of escrow items, if any, has been revoked, and I have been advised of the amount needed to fully fund my escrow account.
- E. All terms and provisions of the Loan Documents, except as expressly modified by this Agreement, remain in full force and effect; nothing in this Agreement shall be understood or construed to be a satisfaction or release in whole or in part of the obligations contained in the Loan Documents; and that except as otherwise specifically provided in, and as expressly modified by, this Agreement, the Lender and I will be bound by, and will comply with, all of the terms and conditions of the Loan Documents.
- F. As of the Modification Effective Date, notwithstanding any other provision of the Loan Documents, if all or any part of the Property or any interest in it is sold or transferred without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by the Mortgage. Lender shall not exercise this option if state or federal law, rules or regulations prohibit the exercise of such option as of the date of such sale or transfer. If Lender exercises this option, Lender shall give me notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which I must pay all sums secured by the Mortgage. If I fail to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by the Mortgage without further notice or demand on me.
- G. As of the Modification Effective Date, the Lender will only allow the transfer and assumption of the Loan, including this Agreement, to a transferee of my property as permitted under the Garn St. Germain Act, 12 U.S.C. Section 1701j-3. A buyer or transferee of the Property will not be permitted, under any other circumstance, to assume the Loan. Except as noted herein, this Agreement may not be assigned to, or assumed by, a buyer or transferee of the Property.
- H. As of the Modification Effective Date, if any provision in the Note or in any addendum or amendment to the Note allowed for the assessment of a penalty for full or partial prepayment of the Note, such provision is null and void.
- I. I will cooperate fully with Lender in obtaining any title endorsement(s), or similar title insurance product(s), and/or subordination agreement(s) that are necessary or required by the Lender's procedures to ensure that the modified mortgage Loan is in first lien position and/or is fully enforceable upon modification and that if, under any circumstance and not withstanding anything else to the contrary in this Agreement, the Lender does not receive such title endorsement(s), title insurance product(s) and/or subordination agreement(s), then the terms of this Agreement will not become effective on the Modification Effective Date and the Agreement will be null and void.
- J. I will execute such other documents as may be reasonably necessary to either (i) consummate the terms and conditions of this Agreement; or (ii) correct the terms and conditions of this Agreement if an error is detected after execution of this Agreement. I understand that either a corrected Agreement or a letter agreement containing the correction will be provided to me for my signature. At Lender's option, this Agreement will be void and of no legal effect upon notice of such error. If I elect not to sign any such corrective documentation, the terms of the original Loan Documents shall continue in full force and effect, such terms will not be modified by this Agreement, and I will not be eligible for a modification under the Home Affordable Modification Program.
- K. Mortgage Electronic Registration Systems, Inc. ("MERS") is a separate corporation organized and existing under the laws of Delaware and has an address and telephone number of P.O. Box 2026, Flint, MI 48501-2026, (888) 679-MERS. In cases where the loan has been registered with MERS who has only legal title to the interests granted by the borrower in the mortgage and who is acting solely as nominee for Lender and Lender's successors and assigns, MERS has the right: to exercise any or all of those interests, including, but not limited to, the right to foreclose and sell the Property; and to take any action required of Lender including, but not limited to, releasing and canceling the mortgage loan.
- L. Lender will collect and record personal information, including, but not limited to, my name, address, telephone number, social security number, credit score, income, payment history, government monitoring information, and information about account balances and activity. In addition, I understand and consent to the disclosure of my personal information and the terms of the trial period plan and this Agreement by Lender to (i) the U.S. Department of the Treasury, (ii) Fannie Mae and Freddie Mac in connection with their responsibilities under the Home Affordability and Stability Plan; (iii) any investor, insurer, guarantor or servicer that owns, insures, guarantees or services my first lien or subordinate lien (if applicable) mortgage loan(s); (iv) companies that perform support services for the Home Affordable Modification Program and the Second Lien Modification Program; and (v) any HUD certified housing counselor.
- M. If any document related to the Loan Documents and/or this Agreement is lost, misplaced, misstated, inaccurately reflects the true and correct terms and conditions of the Loan as modified, or is otherwise missing, I will comply with the Lender's request to execute, acknowledge, initial and deliver to the Lender any documentation the Lender deems necessary. If the Note is replaced, the Lender hereby indemnifies me against any loss associated with a demand on the Note. All documents the Lender requests of me under this Section 4.N. shall be referred to as "Documents." I agree to deliver the Documents within ten (10) days after I receive the Lender's written request for such replacement.
- N. The mortgage insurance premiums on my Loan, if applicable, may increase as a result of the capitalization which will result in a higher total monthly payment. Furthermore, the date on which I may request cancellation of mortgage insurance may change as a result of the New Principal Balance.



Space Below this Line for Individual Acknowledgement

Virginia Sosa

(Seal) 6/20/20 (Date)



Signed, acknowledged and delivered in the presence of:

Witness

(Seal)

Witness

(Seal)

State of FloridaCounty of Miami-Dade

I certify that the following person(s) Virginia Sosa and _____ personally appeared before me this 20 day of June, 2020, and [] I have personal knowledge of the identity of the principal(s), [] I have seen satisfactory evidence of the principal's identity, by a current state or federal identification evidence of the principal's identity photograph in the form of a US PASSPORT, or [] credible witness has sworn to the identity of the principal(s); each acknowledging to me that he or she voluntarily signed the foregoing document for the purpose stated therein and in the capacity indicated:

Witness my hand and official seal, this 20 day of June, 2020

Notary Signature

(Seal)

Witness

(Seal)

Typed/Printed Name: SARAH GONZALEZ

(Official Seal)

Notary Public, State of: Florida(VA Notaries) Reg. No.: 66017564My Commission Expires: 8/1/2020

Space Below this Line for Corporate Acknowledgement

NewRez LLC D/B/A Shellpoint Mortgage Servicing as Attorney in Fact for BANK OF NEW YORK AS TRUSTEE FOR CWALT 2007-OA9

Authorized Signer (Lender) Josh Cut (Seal) **Supervisor**
 Printed Name/Title Tachivas Austin

Signed, acknowledged and delivered in the presence of:

Witness Gracie DeShan Fordham (Seal) Witness Matthew D. Sadlon (Seal)

State of SC

County of Greenville

I certify Tachivas Austin personally appeared before me this 24 day of June, 2020 and acknowledged that he or she is an authorized signer for NewRez LLC D/B/A Shellpoint Mortgage Servicing as Attorney in Fact for BANK OF NEW YORK AS TRUSTEE FOR CWALT 2007-OA9. I have personal knowledge of the identity of said officer, acknowledging to me that he or she voluntarily signed the foregoing document on behalf of the corporation for the purposes stated therein and in the capacity indicated.

Witness my hand and official seal, this 24 day of June, 2020

Notary Signature Matthew D. Sadlon (Seal)

Witness Gracie DeShan Fordham (Seal)

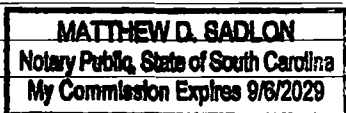
Typed/Printed Name:

(Official Seal)

Notary Public, State of:

(VA Notaries) Reg. No.:

My Commission Expires:



· FL SMS No 539116386 MOD

Prepared by:

Nicole Harwood

Shellpoint Mortgage Servicing

55 Beattie Place Suite 110 (MS 157)

Greenville, SC 29601

Telephone: 866-825-2174

539116386

Exhibit "A"

Lot 14, Block 16, CORAL GABLES SECTION "C", according to the plat thereof, as recorded in Plat Book 8, Page 26, of the Public Records of Miami-Dade County, Florida, along with the pedestrian easement over the West 5 1/2 feet of Lot 13, Block 16 CORAL GABLES SECTION "C", according to the plat thereof, as recorded in Plat Book 8, Page 26, of the Public Records of Miami-Dade County, Florida.

APN: 03-4107-014-1691

 BankFind Suite Home

Back to Search Results

The Bank of New York Mellon



Institution Details

Data as of 03/17/2023



FDIC Insured
Since 01/01/1934

FDIC Cert #
639

Established
01/01/1851

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

Primary Federal Regulator
Federal Reserve Board

Secondary Federal Regulator
CFPB

Main Office Address
240 E Greenwich St
New York, NY 10007

Primary Website
www.bnymellon.com

Locations
9 domestic locations: 4 states and 0 territories.
14 in foreign locations.

Financial Information
[Create financial reports for this institution](#)

Consumer Assistance
[Federal Reserve Consumer Help](#)

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[Questions about Bank Information](#)

Get additional detailed information by selecting from the following:

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23 Branch Offices

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1



Page #

Go

Address

The Bank
Of New

240 E
Greenwich

Full

420	Main Office	York Mellon	St New York, NY 10007	New York	New York	NY	Bi
183535	20	London Branch (Frgn)	46 Berkeley Street London, 00000	London	Not Supplied		Ful Brick
183537	22	Frankfurt Branch (Frgn)	Niedenau 61-63 Frankfurt, 00000	Frankfurt	Not Supplied		Ful Brick
183538	23	Georgetown Branch (Frgn)	Thompson Building Georgetown, 00000	Georgetown	Not Supplied		Ful Brick
183539	24	Tokyo 100-31 Branch (Frgn)	22-2 Uchisaiwaicha Tokyo, 00000	Tokyo	Not Supplied		Ful Brick
183540	25	Singapore Branch (Frgn)	Ocean Building Singapore, 00000	Singapore	Not Supplied		Ful Brick
183541	26	Uv Factors Corp Branch	250 West 34th Street New York City, NY 10001	New York City	New York	NY	Limit Loan
183542	27	Milan Branch (Frgn)	Largo Donegani 1 Milan, 00000	Milan	Not Supplied		Ful Brick
183546	31	Hong Kong Branch (Frgn)	73 New Henry House Hong Kong, 00000	Hong Kong	Not Supplied		Ful Brick
			--				

183550	35	Osaka Branch (Frgn)	61 Azuchimachi 2-Chome Osaka, 00000	Osaka	Not Supplied		Ful Brick
183551	36	Seoul Branch	250 2k-2 Taepyung-Ro Seoul, 00000	Seoul	Not Supplied		Ful Brick
183111	137	London Branch (Frgn)	147-48 Leadenhall Street London, 00000	London	Not Supplied		Ful Brick
183112	138	Grand Cayman Branch (Frgn)	Cardinal Avenue Barclays Bank Bldg. Georgetown, 00000	Georgetown	Not Supplied		Ful Brick
183113	139	Singapore Branch (Frgn)	Ocean Building Suite 2202-4 Singapore, 00000	Singapore	Not Supplied		Ful Brick
183557	366	Mamaroneck Avenue Branch	440 Mamaroneck Avenue Harrison, NY 10528	Harrison	Westchester	NY	Limit Cons
183558	367	Temple Hill Road Branch	296 Temple Hill Road New Windsor, NY 12553	New Windsor	Orange	NY	Limit Loan
480439	510	Mellon Branch	Bny Mellon Center 500 Grant Street	Pittsburgh	Allegheny	PA	Ful Brick

			Pittsburgh, PA 15258				
541071	520	500 Ross Street Trust Office	500 Ross Street Pittsburgh, PA 15262	Pittsburgh	Allegheny	PA	Limit
557649	521	1250 H Street, Nw Branch	1250 H St Nw Washington, DC 20005	Washington	District Of Columbia	DC	Limit
581774	522	Woodland Park Trust Office	385 Rifle Camp Road Woodland Park, NJ 07424	Woodland Park	Passaic	NJ	Limit
594814	523	Gss Branch	240 Greenwich St New York, NY 10286	New York	New York	NY	Limit Thru
596452	524	Beijing Branch	Unit 729-730 7th Floor Winland No 7 Finance Street Xicheng District Beijing, 00000	Beijing	Not Supplied		Ful Brick
597362	525	Melbourne Branch	360 Collins Street Suite 5.01 Level 5 Melbourne, 00000	Melbourne	Not Supplied		Ful Brick

IN THE CIRCUIT COURT OF THE ELEVENTH
JUDICIAL CIRCUIT
IN AND FOR MIAMI-DADE COUNTY, FLORIDA

CASE NO.:

THE BANK OF NEW YORK MELLON FKA THE
BANK OF NEW YORK, AS TRUSTEE FOR THE
CERTIFICATEHOLDERS, CWALT, INC.,
ALTERNATIVE LOAN TRUST 2007-OA9
MORTGAGE PASS-THROUGH CERTIFICATES,
SERIES 2007-OA9,

Plaintiff,

vs.

VIRGINIA SOSA; UNKNOWN SPOUSE OF VIRGINIA
SOSA; MORTGAGE ELECTRONIC REGISTRATION
SYSTEMS, INC., AS NOMINEE FOR JUST
MORTGAGE, INC.; FLORIDA REALTY OF MIAMI;
ALL UNKNOWN PARTIES CLAIMING INTERESTS
BY, THROUGH, UNDER OR AGAINST A NAMED
DEFENDANT TO THIS ACTION, OR HAVING OR
CLAIMING TO HAVE ANY RIGHT, TITLE OR
INTEREST IN THE PROPERTY HEREIN DESCRIBED;
UNKNOWN TENANT #1; UNKNOWN TENANT #2,

Defendants.

NOTICE OF LIS PENDENS

NOTICE IS HEREBY GIVEN that suit was instituted in the above-styled Court by the
above-styled Plaintiff against the above-styled Defendants. The purpose of this suit is to
foreclose a certain mortgage upon the following property in Miami-Dade County, Florida:

**LOT 14, BLOCK 16, CORAL GABLES SECTION "C", ACCORDING TO THE
PLAT THEREOF, AS RECORDED IN PLAT BOOK 8, PAGE 26, PUBLIC
RECORDS OF MIAMI-DADE COUNTY, FLORIDA, ALONG WITH THE
PEDESTRIAN EASEMENT OVER THE WEST 5 1/2 FEET OF LOT 13, BLOCK 16,
CORAL GABLES SECTION "C" ACCORDING TO THE PLAT THEREOF, AS**

**RECORDED IN PLAT BOOK 8, PAGE 26, PUBLIC RECORDS OF MIAMI-DADE
COUNTY, FLORIDA.**

a/k/a 1107 Alhambra Circle, Coral Gables, FL 33134

All persons are therefore warned and advised of the pendency of this suit.

DATED this 24th day of January, 2023.

KELLEY KRONENBERG

Attorney for Plaintiff

10360 West State Road 84

Fort Lauderdale, FL 33324

Telephone: (954) 370-9970

Service email: ftlrealprop@kelleykronenberg.com

Attorney email: mmarra@kelleykronenberg.com

By: /s/ Marc A. Marra
Marc A. Marra, ESQUIRE
Fla. Bar No.: 91185



CFN 20070293501
 OR Bk 25470 Pgs 0422 - 4361 (15pgs)
 RECORDED 03/22/2007 09:12:55
 MTG DOC TAX 371.00
 INTANG TAX 212.00
 HARVEY RUVIN, CLERK OF COURT
 MIAMI-DADE COUNTY, FLORIDA

This Instrument Prepared By:
 JUST MORTGAGE, INC.

After Recording Return To:
 JUST MORTGAGE, INC.
 708 CORPORATE CENTER DRIVE
 POMONA, CALIFORNIA 91768
 Loan Number: 0051150551

[Space Above This Line For Recording Data]

MORTGAGE

MIN: 1001871-0051150551-4

DEFINITIONS

(A) "Security Instrument" means this document, which is dated MARCH 15, 2007, together with all Riders to this document.

(B) "Borrower" is VIRGINIA SOSA, A SINGLE WOMAN *VM*

the party or parties who have signed this Security Instrument.

Borrower is the Mortgagor under this Security Instrument.

(C) "MERS" is Mortgage Electronic Registration Systems, Inc. MERS is a separate corporation that is acting solely as a nominee for Lender and Lender's successors and assigns. MERS is the mortgagee under this Security Instrument. MERS is organized and existing under the laws of Delaware, and has an address and telephone number of P.O. Box 2026, Flint, MI 48501-2026, tel. (888) 679-MERS.

(D) "Lender" is JUST MORTGAGE, INC.

Lender is a CALIFORNIA CORPORATION organized and existing under the laws of CALIFORNIA
 Lender's address is 708 CORPORATE CENTER DRIVE, POMONA, CALIFORNIA 91768

Lender is the Mortgagee under this Security Instrument.

(E) "Agreement" means the Home Equity Line of Credit Agreement signed by the Borrowers.

(F) "Account" means the Home Equity Line of Credit Account pursuant to which the Lender makes Advances to the Borrower at the Borrower's direction, allowing the Borrower to repay those Advances and take additional Advances, subject to the terms of the Agreement.

(G) "Credit Limit" means the maximum aggregate amount of principal that may be secured by this Security Instrument at any one time. The Credit Limit is \$106,000.00. Except to the extent prohibited by Applicable Law, the Credit Limit does not apply to interest, Finance Charges, and other fees and charges validly incurred by Borrower under the Agreement and this Security Instrument. The Credit Limit also does

VM

Record and return to:
 James M. Fortain, P.A.
 P. O. Box 332116
 Coconut Grove, FL 33233-2116

not apply to other advances made under the terms of this Security Instrument to protect Lender's security and to perform any of the covenants contained in this Security Instrument.

(H) "Account Balance" is the total unpaid principal of the Account, plus earned but unpaid Finance Charges, outstanding fees, charges, and costs.

(I) "Maturity Date" is the date on which the entire Account Balance under the Agreement is due. The entire Account Balance on your Account, as defined in the Agreement and this Security Instrument, is due on APRIL 1, 2032.

(J) "Property" means the Property that is described below under the heading "Transfer of Rights in the Property."

(K) "Secured Debt" means:

(1) All amounts due under your Account, including principal, interest, Finance Charges, and other fees, charges, and costs incurred under the terms of this Security Instrument and all extensions, modifications, substitutions or renewals thereof.

(2) Any advances made and expenses incurred by Lender under the terms of this Security Instrument.

(L) "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"/> 1-4 Family | <input type="checkbox"/> Condominium Rider | <input type="checkbox"/> Escrow Rider |
| <input type="checkbox"/> Second Home | <input type="checkbox"/> Planned Unit Development Rider | <input type="checkbox"/> Mortgage Insurance Rider |
| <input type="checkbox"/> Other(s) | | |

(M) "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.

(N) "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.

(O) "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.

(P) "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.

(Q) "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 Agreement and/or this Security Instrument.

(R) "Approved Prior Loan" means a lien which is and which lender acknowledges and agrees will continue to have priority over the lien created by 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 Credit Agreement; and (ii) the performance of Borrower's covenants and agreements under this Security Instrument and the Credit Agreement. For this purpose, Borrower does hereby mortgage, grant and convey to MERS (solely as nominee for Lender and Lender's successors and assigns) and to the successors and assigns of MERS, the following described property located in the

COUNTY of MIAMI-DADE :
[Type of Recording Jurisdiction] [Name of Recording Jurisdiction]
SEE LEGAL DESCRIPTION ATTACHED HERETO AND MADE A PART HEREOF AS EXHIBIT "A".
A.P.N.: 03-4107-014-1691

which currently has the address of 1107 ALHAMBRA CIRCLE

CORAL GABLES FLORIDA 33134 ("Property Address"):
[City] [State] [Zip Code]

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 understands and agrees that MERS holds only legal title to the interests granted by Borrower in this Security Instrument, but, if necessary to comply with law or custom, MERS (as nominee for Lender and Lender's successors and assigns) has the right: to exercise any or all of those interests, including, but not limited to, the right to foreclose and sell the Property; and to take any action required of Lender including, but not limited to, releasing and canceling this Security Instrument.

BORROWER COVENANTS that Borrower is lawfully seised 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.

ADVANCES. During the Draw Period described in the Agreement, the Borrower may repeatedly take and repay any advances that Lender makes to Borrower under the terms of the Agreement and this Security Instrument, subject to the terms that the Agreement and this Security Instrument impose. The Agreement and this Security Instrument will remain in full force and effect notwithstanding that the Account Balance under the Agreement may occasionally be reduced to an amount of equal to or less than zero.

Any amounts that Lender advances to Borrower in excess of the Credit Limit will be secured by the terms of this Security Instrument unless applicable law prohibits the same. Lender shall not be obligated to increase the Credit Limit formally or to make additional Advances in excess of the Credit Limit stated in the Agreement even though the Credit Limit has been exceeded one or more times. The Draw Period may or may not be followed by a Repayment Period, as described in the Agreement, during which additional Advances are not available. During both the Draw

Period and the Repayment Period the Lender may, at its option, make Advances from the Account to pay fees, charges, or credit insurance premiums due under the Agreement or this Security Instrument, or make other Advances as allowed by this Security Instrument.

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 Secured Debt.** Borrower shall pay when due all Secured Debt in accordance with the Agreement and this Security Instrument. All payments shall be made in U.S. currency. However, if any check or other instrument received by Lender as payment under the Agreement or this Security Instrument is returned to Lender unpaid, Lender may require that any or all subsequent payments due under the Agreement or Security Instrument be by a method of Lender's choosing. These methods include, but are not limited to: (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 Billing Statement or at such other location as may be designated by Lender in accordance with the notice provisions provided in Section 15. Lender may return any payment or partial payment if the payment or partial payments are insufficient to bring the Account current. Lender may accept any payment or partial payment insufficient to bring the Account current, without waiver of any rights hereunder or prejudice to its rights to refuse such payment or partial payments in the future. No offset or claim which Borrower might have now or in the future against Lender shall relieve Borrower from making payments due under the Agreement and this Security Instrument or performing the covenants and agreements secured by this Security Instrument.

2. **Application of Payments or Proceeds.** All payments accepted by Lender shall be applied to the Secured Debt under this Security Instrument as provided in the Agreement unless Applicable Law provides otherwise. Any application of payments, insurance proceeds, or Miscellaneous Proceeds to principal due under the Agreement shall not extend or postpone the due date, or change the amount, of the Minimum Payment.

3. **Funds for Escrow Items.** Borrower shall not be required to pay into escrow amounts due for taxes, assessments, leasehold payments, or other insurance premiums unless otherwise agreed in a separate writing.

4. **Charges; Liens; Prior Security Interests.** 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 a manner provided in Section 3.

Borrower shall promptly discharge any lien, other than the Approved Prior Loan, 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, other than the Approved Prior Loan, 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 in this Section.

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 the Agreement. Borrower shall pay when due, or shall cause to be paid when due, all sums required under the loan documents evidencing the Approved Prior Loan and shall perform or cause to be

performed all of the covenants and agreements of Borrower or the obligor set forth in such loan documents. All of Lender's rights under this Covenant shall be subject to the rights of the Holder of the Approved Prior 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 Agreement. 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 shall become additional Secured Debt of Borrower and secured by this Security Instrument. These amounts shall be subject to the terms of the Agreement and the Security Instrument.

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 mortgagee 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 mortgagee clause and shall name Lender as mortgagee and/or as an additional loss payee and Borrower further agrees to generally assign rights to insurance proceeds to the holder of the Agreement up to the amount of the outstanding Agreement Account Balance.

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 Secured Debt 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 Agreement 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 Agreement 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 the Agreement and 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 resides on 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 Home Equity Line of Credit Application Process; Default.** Borrower shall be in default if, during the Account application process, or at any time during the term of the Agreement, 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 Account. Material representations include, but are not limited to, representations concerning Borrower's occupancy of the Property as Borrower's principal residence.

Borrower is also in default if: 1) Borrower engages in fraud or makes a material misrepresentation at any time in connection with Borrower's Account; 2) Lender does not receive the full amount of any Minimum Payment due or Borrower fails to meet any of the other repayment terms of the Agreement; 3) Borrower's action or inaction adversely affects the Property or Lender's rights in it. Examples of these actions or inactions include, but are not limited to: a) Borrower's death, if Borrower is the sole person on the Account; or the death of all but one borrower which adversely affects Lender's security; b) Illegal use of the Property, if such use subjects the Property to seizure; c) Transfer of all or part of the Borrower's interest in the Property without Lender's written consent; d) All or part of the Property is taken by condemnation or eminent domain; e) Foreclosure of any senior lien on the Property; f) Failure to maintain required insurance on the Property; g) Waste or destructive use of the Property which adversely affects Lender's security; h) Failure to pay taxes or assessments on the Property; i) Permitting the creation of a

senior lien on the Property other than an Approved Prior Loan; j) Filing of a judgment against Borrower, if the amount of the judgment and collateral subject to the judgment is such that Lender's security is adversely affected.

Lender may, at its option, take lesser actions than those described at the beginning of this Section. Such lesser actions may include, without limitation, suspending Borrower's Account and not allowing Borrower to obtain any further Advances, reducing Borrower's Credit Limit, and/or changing the payment terms on Borrower's Account. If Lender takes any such actions, this shall not constitute an election of remedies or a waiver of Lender's right to exercise any rights or remedies under the remainder of this Section, the remaining provisions of the Agreement, the Security Instrument, or at law or in equity. Lender may take action under this Section only after complying with any notice or cure provisions required under Applicable Law. In the event Lender elects not to terminate the Account or take any lesser action as provided in this Section, Lender does not forfeit or waive its right to do so at a later time if any of the circumstances described above exists at that time.

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 Secured Debt 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. Lender may without notice, perform or cause to be performed any covenant of Borrower in this Security Instrument, and Borrower appoints Lender as attorney in fact to sign Borrower's name. 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 this action, 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.

Any amounts disbursed by Lender under this Section shall become additional Secured Debt of Borrower secured by this Security Instrument, payable according to the terms of the Agreement and this Security Instrument. These amounts shall bear interest at the Agreement rate from the date of disbursement and shall be payable, with such interest, upon notice from Lender to Borrower requesting payment. If this Security Instrument is on a leasehold, Borrower shall comply with all the provisions of the lease. Borrower shall not surrender the leasehold estate and interests herein conveyed or terminate or cancel the ground lease. Borrower shall not, without the express written consent of Lender, alter or amend the ground 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. Borrower is not required to obtain Mortgage Insurance unless otherwise agreed in writing.

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 Secured Debt 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 the Agreement and this Security Instrument.

In the event of a total taking, destruction, or loss in value of the Property, the Miscellaneous Proceeds shall be applied to the Secured Debt 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 Secured Debt secured by this Security Instrument immediately before the partial taking, destruction, or loss in value, unless Borrower and Lender otherwise agree in writing, the Secured Debt 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 Secured Debt 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 Secured Debt 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 Secured Debt 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, and 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 Secured Debt 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 otherwise 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 Secured Debt secured by this Security Instrument granted by Lender to Borrower or any Successors 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 Agreement (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 Secured Debt 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 Agreement 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 and benefit the successors and assigns of Lender.

14. Agreement/Account 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 Account is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other Account charges collected or to be collected in connection with the Account exceed the permitted limits, then: (a) any such Account 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 Agreement 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 Agreement). 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 Agreement conflicts with Applicable Law, such conflict shall not affect other provisions of this Security Instrument or the Agreement 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 Agreement and of this Security Instrument.

18. **Transfer of the Property or a Beneficial Interest in Borrower.** As used in this Section, "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 or causes Lender to be paid all sums which then would be due under this Security Instrument and the Agreement 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 Secured Debt 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. **Change of Servicer; Notice of Grievance.** The Agreement or a partial interest in the Agreement (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 "Servicer") that collects the amounts due under the Agreement and this Security Instrument and performs other mortgage loan servicing obligations under the Agreement, this Security Instrument, and Applicable Law. There also might be one or more changes of the Servicer unrelated to a sale of the Agreement. If the Agreement is sold and thereafter the Agreement is serviced by a Servicer other than the purchaser of the



Agreement, the servicing obligations to Borrower will remain with the Servicer or be transferred to a successor Servicer and are not assumed by the Agreement purchaser unless otherwise provided.

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 and allowed the other party (with such notice given in compliance with the requirements of Section 15) of such alleged breach and reasonable time 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: (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 as required by Applicable Law prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument or the Agreement (but not prior to acceleration under Section 18 of the Security Instrument unless Applicable Law provides otherwise). Lender at its option may require immediate payment in full of all sums secured by this Security Instrument without further demand and may invoke the power of sale and any other remedies permitted by Applicable Law. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this Section, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

If Lender invokes the power of sale, Lender shall execute or cause Trustee to execute a written notice of the occurrence of an event of default and of Lender's election to cause the Property to be sold. Trustee shall cause this notice to be recorded in each county in which any part of the Property is located. Lender or Trustee shall mail copies of the notice as prescribed by Applicable Law. After the time required by Applicable Law, Trustee, without demand on Borrower, shall sell the Property at public auction to the highest bidder at the time and place and under the terms designated in the notice of sale in one or more parcels and in any order Trustee determines. Trustee may postpone sale of all or any parcel of the Property by public announcement at the time and place of any previously scheduled sale. Lender or its designee may purchase the Property at any sale.

Trustee shall deliver to the purchaser Trustee's deed conveying the Property without any covenant or warranty, expressed or implied. The recitals in the Trustee's deed shall be prima facie evidence of the sale in the following order: (a) to all expenses of the sale, including, but not limited to, reasonable Trustee's and attorneys' fees; (b) to all sums secured by this Security Instrument; and (c) any excess to the person or persons legally entitled to it.

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 Agreement, 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 Agreement.


26. **Advances.** Any advance made at any time within 20 years from the date of the mortgage, up to the maximum Credit Limit specified in the mortgage, will be secured by the mortgage to the same extent as if such advance were made on the date of execution of the mortgage.

ANY ADVANCE THAT LENDER MAKES AT ANY TIME WITHIN 20 YEARS FROM THE DATE OF THIS MORTGAGE, UP TO THE MAXIMUM PRINCIPAL AMOUNT STATED IN THIS MORTGAGE, WILL BE SECURED BY THIS MORTGAGE TO THE SAME EXTENT AS IF THE ADVANCE WERE MADE ON THE DATE OF THE EXECUTION OF THIS MORTGAGE.



**MORTGAGEE REQUESTS NOTICE OF ANY ADVERSE ACTION
THAT A PRIORITY LIEN HOLDER TAKES WITH REGARD TO
THE PROPERTY, INCLUDING DEFAULT AND FORECLOSURE**

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



VIRGINIA SOSA (Seal)
1107 ALHAMBRA CIRCLE, CORAL -Borrower
GABLES, FLORIDA 33134

(Seal)
-Borrower

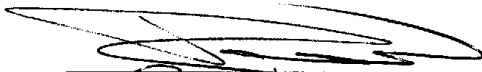
(Seal)
-Borrower

(Seal)
-Borrower


(Seal)
-Borrower

(Seal)
-Borrower

Signed, sealed and delivered in the presence of:



Paul Bloek



JAMES M. FORTAIN



[Space Below This Line For Acknowledgment]

STATE OF FLORIDA
COUNTY OF MIAMI-DADE

The foregoing instrument was acknowledged before me this 15TH day of MARCH, 2007
by VIRGINIA SOSA

who is personally known to me or who has produced FLORIDA DRIVERS LICENSE
as identification. (Type of Identification)



JAMES M. FORTAIN
MY COMMISSION # DD 365247
EXPIRES: November 20, 2008
Bonded Thru Budget Notary Services

(Seal)

Signature

Name of Notary

Title

Serial Number, if any

[Handwritten mark]

Loan Number: 0051150551

Date: MARCH 15, 2007

Property Address: 1107 ALHAMBRA CIRCLE, CORAL GABLES, FLORIDA 33134

EXHIBIT "A"


LEGAL DESCRIPTION

Lot 14, Block 16, CORAL GABLES SECTION "C", according to the plat thereof, as recorded in Plat Book 8, Page 26, of the Public Records of Miami-Dade County, Florida, along with the pedestrian easement over the West 5 1/2 feet of Lot 13, Block 16 CORAL GABLES SECTION "C", according to the plat thereof, as recorded in Plat Book 8, Page 26, of the Public Records of Miami-Dade County, Florida.

A.P.N. # : 03-4107-014-1691

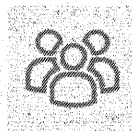
DocMagic CFN#20070293501 800-649-1362
www.docmagic.com

Request
Certificate

<i>Initial Filing Date</i>	03/05/2002
<i>Status</i>	Suspended - FTB
<i>Standing - SOS</i>	Good
<i>Standing - FTB</i>	Not Good
<i>Standing - Agent</i>	Not Good
<i>Standing - VCFCF</i>	Good
<i>Inactive Date</i>	04/02/2018
<i>Formed In</i>	CALIFORNIA
<i>Entity Type</i>	Stock Corporation - CA - General
<i>Principal Address</i>	10390 COMMERCE CENTER DR STE 110 RANCHO CUCAMONGA, CA 91730
<i>Mailing Address</i>	10390 COMMERCE CENTER DR STE 110 RANCHO CUCAMONGA, CA 91730
 <i>Statement of Info Due Date</i>	03/31/2019
<i>Agent</i>	Individual NO AGENT AGENT RESIGNED OR INVALID



View History



Request Access

HISTORIC PRESERVATION BOARD
CITY OF CORAL GABLES, FLORIDA

RESOLUTION NO. HPR95-LHD2007-05

A RESOLUTION DESIGNATING THEREON AS A LOCAL HISTORIC LANDMARK DISTRICT, THE "ALHAMBRA CIRCLE HISTORIC DISTRICT," PROPERTIES LEGALLY DESCRIBED AS CORAL GABLES SECTION "B": LOTS 14 THRU 24 INCLUSIVE, BLOCK 5; LOTS 1 THRU 14 INCLUSIVE, BLOCK 6; LOTS 1 THRU 12 INCLUSIVE, BLOCK 11; LOTS 13 THRU 24 INCLUSIVE, BLOCK 12; LOTS 14 THRU 24 INCLUSIVE, BLOCK 20; LOTS 1 THRU 3 INCLUSIVE, BLOCK 21; LOTS 1 THRU 6 INCLUSIVE, BLOCK 22; UN-NUMBERED BLK MARKED PARK BOUND BY ALCAZAR AVE, ALHAMBRA CIRCLE & CASILLA STREET; LOTS 1 THRU 18 INCLUSIVE, BLOCK 23; LOT 1, W 96.39' LOT 2, W ½ LOT 12, LOTS 13-17 INCLUSIVE, BLOCK 24; ALL OF BLOCK 31; LOTS 10 THRU 22 INCLUSIVE, BLOCK 32; LOTS 2 THRU 6 INCLUSIVE, BLOCK 37; CORAL GABLES SECTION "C": LOTS 13 THRU 22 INCLUSIVE, BLOCK 3; LOTS 1 THRU 9 INCLUSIVE, N 45' LOT 10, BLOCK 4; LOTS 1 THRU 12 INCLUSIVE, BLOCK 15; LOTS 13 THRU 23 INCLUSIVE, LOT 24 LESS N 70', BLOCK 16; CORAL GABLES SECTION "D": LOTS 13 THRU 24 INCLUSIVE, BLOCK 10; LOTS 1 THRU 3 INCLUSIVE, LOTS 17 THRU 25 INCLUSIVE, BLOCK 11; LOTS 2 THRU 8 INCLUSIVE, BLOCK 12; LOTS 1 THRU 12 INCLUSIVE, BLOCK 13; CORAL GABLES SECTION "E": LOTS 17 THRU 32 INCLUSIVE, BLOCK 3; LOTS 1 THRU 16 INCLUSIVE, BLOCK 4; W 20' LOT 1, LOTS 11 THRU 15 INCLUSIVE, BLOCK 9; LOTS 6 THRU 10 INCLUSIVE, BLOCK 10; LOTS 6 THRU 10 INCLUSIVE, BLOCK 13; LOTS 1 THRU 7 INCLUSIVE, BLOCK 14; LOTS 1 THRU 11 INCLUSIVE, BLOCK 15; LOTS 5 THRU 9 INCLUSIVE, BLOCK 16; LOTS 22 THRU 31 INCLUSIVE, BLOCK 17; PARK BOUND BY MATANZAS, ALHAMBRA CIRCLE & FERDINAND; LOTS 11 THRU 18 INCLUSIVE, BLOCK 22; LOTS 1 THRU 15 INCLUSIVE, BLOCK 23; AND REPEALING ALL RESOLUTIONS INCONSISTENT HERewith.

WHEREAS, a public hearing of the Coral Gables Historic Preservation Board was advertised and held, as required by law, and all interested parties concerned in the matter were given an opportunity to be heard; and

WHEREAS, Article 3, Section 3-1104 of the "Coral Gables Zoning Code" states that if after a public hearing the Historic Preservation Board finds that the proposed local historic landmark or proposed local historic landmark district meets the criteria set forth, it shall designate the property as a local historic landmark or local historic landmark district; and

WHEREAS, the following properties were identified as contributing properties within the local historic district: Alhambra Plaza(landscaped median), Alcazar Plaza @ Alhambra Circle, Granada Plaza, 400 Alhambra Circle, 407 Alhambra Circle, 410 Alhambra Circle, 414 Alhambra Circle, 415 Alhambra Circle, 419 Alhambra Circle, 426 Alhambra Circle, 427 Alhambra Circle, 430 Alhambra Circle, 434 Alhambra Circle, 446 Alhambra Circle, 500 Alhambra Circle, 501 Alhambra Circle, 519 Alhambra Circle, 520 Alhambra Circle, 522 Alhambra Circle, 525 Alhambra Circle, 533 Alhambra Circle, 536 Alhambra Circle, 600 Alhambra Circle, 601 Alhambra Circle, 617 Alhambra Circle, 621 Alhambra Circle, 625 Alhambra Circle, 633 Alhambra Circle, 634 Alhambra Circle, 638 Alhambra Circle, 639 Alhambra Circle, 644 Alhambra Circle, 645 Alhambra Circle, 656 Alhambra Circle, 700 Alhambra Circle, 716 Alhambra Circle, 717 Alhambra Circle, 721 Alhambra Circle, 724 Alhambra Circle, 728 Alhambra Circle, 733 Alhambra Circle, 743 Alhambra Circle, 748 Alhambra Circle, 749 Alhambra Circle, 756 Alhambra Circle, 760 Alhambra Circle, 768 Alhambra Circle, 800 Alhambra Circle, 803 Alhambra Circle, 804 Alhambra Circle, 808 Alhambra Circle, 812 Alhambra Circle, 816 Alhambra Circle, 817 Alhambra Circle, 820 Alhambra Circle, 832 Alhambra Circle, 836 Alhambra Circle, 900 Alhambra Circle, 907 Alhambra Circle, 1818 Granada Blvd., 1008 Alhambra Circle, 1016 Alhambra Circle, 1020 Alhambra Circle, 1021 Alhambra Circle, 1024 Alhambra Circle, 1025 Alhambra Circle, 1031 Alhambra Circle, 1043 Alhambra Circle, 1101 Alhambra Circle, 1106 Alhambra Circle,

1107 Alhambra Circle, 1110 Alhambra Circle, 1111 Alhambra Circle, 1117 Alhambra Circle, 1125 Alhambra Circle, 1126 Alhambra Circle, 1136 Alhambra Circle, 1137 Alhambra Circle, 1148 Alhambra Circle, 1200 Alhambra Circle, 1203 Alhambra Circle, 1212 Alhambra Circle, 1215 Alhambra Circle, 1225 Alhambra Circle, 1228 Alhambra Circle, 1229 Alhambra Circle, 1235 Alhambra Circle, 1245 Alhambra Circle, 1253 Alhambra Circle, 1258 Alhambra Circle, 1259 Alhambra Circle, 1302 Alhambra Circle, 1305 Alhambra Circle, 1311 Alhambra Circle, 1316 Alhambra Circle, 1317 Alhambra Circle, 1403 Alhambra Circle, 1409 Alhambra Circle, 1414 Alhambra Circle, 1415 Alhambra Circle, 2000 Alhambra Circle, 2003 Alhambra Circle, 2024 Alhambra Circle, 2027 Alhambra Circle, 2028 Alhambra Circle, 2039 Alhambra Circle, 1504 South Greenway Drive, 2103 Alhambra Circle, 2107 Alhambra Circle, 2111 Alhambra Circle, 2200 Alhambra Circle, 2203 Alhambra Circle, 2209 Alhambra Circle, 2401 Alhambra Circle, 2423 Alhambra Circle, 2501 Alhambra Circle, 2504 Alhambra Circle, 2516 Alhambra Circle, 2523 Alhambra Circle, 2606 Alhambra Circle, 2610 Alhambra Circle, 2615 Alhambra Circle, 2618 Alhambra Circle, 2623 Alhambra Circle, 2703 Alhambra Circle, 2714 Alhambra Circle, 2715 Alhambra Circle, 2718 Alhambra Circle; and

WHEREAS, the following properties were identified as non-contributing properties within the local historic district: 411 Alhambra Circle, 423 Alhambra Circle, 431 Alhambra Circle, 438 Alhambra Circle, 439 Alhambra Circle, 442 Alhambra Circle, 445 Alhambra Circle, 504 Alhambra Circle, 510 Alhambra Circle, 511 Alhambra Circle, 541 Alhambra Circle, 546 Alhambra Circle, 547 Alhambra Circle, 611 Alhambra Circle, 620 Alhambra Circle, 732 Alhambra Circle, 736 Alhambra Circle, 737 Alhambra Circle, 740 Alhambra Circle, 811 Alhambra Circle, 904 Alhambra Circle, 917 Alhambra Circle, 925 Alhambra Circle, 1030 Alhambra Circle, 1040 Alhambra Circle, 1100 Alhambra Circle, 1118 Alhambra Circle, 1130 Alhambra Circle, 1143 Alhambra Circle, 1207 Alhambra Circle, 1221 Alhambra Circle, 1232 Alhambra Circle, 1234 Alhambra Circle, 1244 Alhambra Circle, 1248 Alhambra Circle, 1251 Alhambra Circle, 1252 Alhambra Circle, 1320 Alhambra Circle, 1325 Alhambra Circle, 1329 Alhambra Circle, 1334 Alhambra Circle, 1341 Alhambra Circle, 1350 Alhambra Circle, 1402 Alhambra Circle, 1410 Alhambra Circle, 1420 Alhambra Circle, 1423 Alhambra Circle, 2010 Alhambra Circle, 2017 Alhambra Circle, 2020 Alhambra Circle, 2029 Alhambra Circle, 1501 South Greenway Drive, 2110 Alhambra Circle, 2120 Alhambra Circle, 2210 Alhambra Circle, 2222 Alhambra Circle, 2300 Alhambra Circle, 2301 Alhambra Circle, 2304 Alhambra Circle, 2325 Alhambra Circle, 2500 Alhambra Circle, 2505 Alhambra Circle, 2512 Alhambra Circle, 2515 Alhambra Circle, 2601 Alhambra Circle, 2620 Alhambra Circle, 2700 Alhambra Circle; and

WHEREAS, due to the high number of properties on Alhambra Circle constructed in the 1920s, 1930s and 1940s, the district possesses a high level of architectural integrity; and

WHEREAS, the period of significance for the contributing structures within the historic district are divided into the following eras: The Florida Land Boom (approximately 1920 – 1926); The Bust / Great Depression (approximately 1927 – 1941); Post WW II (approximately 1942 – 1949); and Modern (approximately 1950 – 1958); and

WHEREAS, the architecture for the contributing structures within the historic district includes the following styles: Mediterranean Revival, Colonial Revival, Mission, Mediterranean Transitional, Moderne and Ranch; and

WHEREAS, the “Alhambra Circle Historic District” is defined by the wide median that runs through it; this landscape feature exists nowhere else in the City and helps to create the unique feel of this important boulevard; and

WHEREAS, the District includes other Historic Resources that contribute to its importance including: bridle paths (part of George Merrick’s original plan for the City), the Alhambra Water Tower (2000 Alhambra Circle), Granada Plaza (intersection of Granada Boulevard and Alhambra Circle) and Alcazar Plaza (intersection of Alcazar Avenue and Alhambra Circle); and

WHEREAS, notable architects that designed residences within the area include: Lewis D. Brumm, C.B. Deer, Walter de Garmo, L. Murray Dixon, H. George Fink, Martin L. Hampton and the firm of Hampton and Reimert, Martin Hauri, Howard Besson Knight, Marion Manley, William H. Merriam, Rufus Nims, Phineas Paist and the firm of Paist and Steward, the firm of John L. and Coulton Skinner, the firm of

John L. and Coulton Skinner and John Pierson, William Shanklin, Robert Fitch Smith, Frank Wyatt Woods and John Tracey, and Anthony Zink; and

WHEREAS, Dr. Desiderio Arnaz, II resided at 656 Alhambra Circle and was the youngest Mayor of Santiago de Cuba prior to arriving in Miami in 1934; his son Desi went on to achieve fame as a bandleader and, with wife Lucille Ball, as the creator and star of the ground-breaking television program "I Love Lucy"; and

WHEREAS, Roxcy O'Neal Bolton resided at 1302 Alhambra Circle and is a noted civic activist and feminist who founded the Miami Dade Chapter of the National Organization for Women and helped establish Women in Distress, the first women's rescue shelter in Florida; and

WHEREAS, Robert M. Davidson resided at 1415 Alhambra Circle and was the Coral Gables City Manager in 1927; and

WHEREAS, Carl A. Entrekin resided at 808 Alhambra Circle and was President of Entrekin Transfer and Storage Company; and

WHEREAS, Denman Fink and his wife Zillah resided at 2203 Alhambra Circle and Denman Fink, Artistic Director for the City of Coral Gables, was George Merrick's uncle and an accomplished painter and illustrator; and

WHEREAS, Harold H. Bailey resided at 820 Alhambra Circle and was a nationally known ornithologist; and

WHEREAS, U.S. District Judge William M. Hoeveler resides on Alhambra Circle and was appointed to the Federal bench in Miami by President Jimmy Carter in 1977; during his lengthy tenure on the bench, Judge Hoeveler has received numerous accolades and in 2002 the University of Miami created the William M. Hoeveler Ethics and Public Service Award in his honor; and

WHEREAS, Francis E. Kane resided at 646 Alhambra Circle and was a Coral Gables City Commissioner in 1929; and

WHEREAS, Senator Claude Pepper resided at 501 Alhambra Circle and was a member of the State House of Representatives in 1929 and 1930; in 1936 he was elected to the United States Senate and served until 1951; and

WHEREAS, W.L. Philbrick resided at 1258 Alhambra Circle and was a funeral home owner and Coral Gables City Commissioner; in 1966 he purchased the Merrick House and created the Merrick Manor Foundation to maintain the building as a historic site; and

WHEREAS, Clarence Reemlin resided at 1341 Alhambra Circle and was the Vice-President of the Bank of Coral Gables in 1928; and

WHEREAS, Dennis V. Renuart and Lucian Renuart resided at 446 Alhambra Circle and are both associated with the Coral Gables Lumber and Supply Company; and

WHEREAS, the properties satisfy the "historical, cultural significance criteria" as stated in Article 3, Section 3-1103 of the "Coral Gables Zoning Code" because they are associated in a significant way with the life or activities of a major historic person important in the past; they exemplify the historical, cultural, political, economic, or social trends of the community; and they are associated in a significant way with a past or continuing institution which has contributed substantially to the life of the City; and

WHEREAS, the properties satisfy the "architectural significance criteria" as stated in Article 3, Section 3-1103 of the "Coral Gables Zoning Code" because they portray the environment in an era of history characterized by one or more distinctive architectural styles; they embody those distinguishing characteristics of an architectural style, or period, or method of construction; they are outstanding works of

a prominent designer or builder; and they contain elements of design, detail, materials or craftsmanship of outstanding quality or which represent a significant innovation or adaptation to the South Florida environment; and

WHEREAS, the properties satisfy the "aesthetic significance criterion" as stated in Article 3, Section 3-1103 of the "Coral Gables Zoning Code" by being a part or related to a subdivision, park, environmental feature, or other distinctive area, should be developed or preserved according to a plan based on a historical, cultural, or architectural motif; and because of its prominence of spatial location, contrasts of siting, age, or scale, is an easily identifiable visual feature of a neighborhood, village, or the city and contributes to the distinctive quality or identity of such neighborhood, village, or the city. In case of a park or landscape feature, is integral to the plan of such neighborhood or the city; and

WHEREAS, it is the policy of the City of Coral Gables to preserve its architectural heritage by designating certain properties as local historic districts; and

WHEREAS, upon due and proper consideration having been given to the matter it is the opinion of this board that the subject properties meet the criteria set forth in Article 3, Section 3-1103 of the "Zoning Code of the City of Coral Gables," and approved that it be designated as a "Local Historic Landmark District"; and

WHEREAS, the Planning Director or the Director's designee has determined that there is no effect on the City's Comprehensive Plan or any other adopted planning and zoning policies; and

WHEREAS, the legal description of the district is as follows Coral Gables Section "B": Lots 14 thru 24 inclusive, Block 5; Lots 1 thru 14 inclusive, Block 6; Lots 1 thru 12 inclusive, Block 11; Lots 13 thru 24 inclusive, Block 12; Lots 14 thru 24 inclusive, Block 20; Lots 1 thru 3 inclusive, Block 21; Lots 1 thru 6 inclusive, Block 22; Unnumbered Blk Marked Park Bound by Alcazar Ave., Alhambra Circle & Casilla Street; Lots 1 thru 18 inclusive, Block 23; Lot 1, W 96.39' Lot 2, W ½ Lot 12, Lots 13-17 inclusive, Block 24; All of Block 31; Lots 10 thru 22 inclusive, Block 32; Lots 2 thru 6 inclusive, Block 37; Coral Gables Section "C": Lots 13 thru 22 inclusive, Block 3; Lots 1 thru 9 inclusive, N 45' Lot 10, Block 4; Lots 1 thru 12 inclusive, Block 15; Lots 13 thru 23 inclusive, Lot 24 Less N 70', Block 16; Coral Gables Section "D": Lots 13 thru 24 inclusive, Block 10; Lots 1 thru 3 inclusive, Lots 17 thru 25 inclusive, Block 11; Lots 2 thru 8 inclusive, Block 12; Lots 1 thru 12 inclusive, Block 13; Coral Gables Section "E": Lots 17 thru 32 inclusive, Block 3; Lots 1 thru 16 inclusive, Block 4; W 20' Lot 1, Lots 11 thru 15 inclusive, Block 9; Lots 6 thru 10 inclusive, Block 10; Lots 6 thru 10 inclusive, Block 13; Lots 1 thru 7 inclusive, Block 14; Lots 1 thru 11 inclusive, Block 15; Lots 5 thru 9 inclusive, Block 16; Lots 22 thru 31 inclusive, Block 17; Park Bound by Matanzas, Alhambra Circle & Ferdinand; Lots 11 thru 18 inclusive, Block 22; Lots 1 Thru 15 inclusive, Block 23; and

WHEREAS, a Designation Report, Case File LHD 2007-05, prepared by the Historical Resources Director containing information on the historic, cultural, architectural and aesthetic significance of the properties and which incorporates a Review Guide for use as a reference in determining the impact of future building permits, shall by reference be made part of this resolution; and

WHEREAS, a motion to approve the application was offered by Dorothy Thomson and seconded by Michael Beeman and upon a poll of the members present the vote was as follows:

<u>Board Member</u>	<u>Vote</u>
Michael Beeman	Aye
Lisa Bennett	Aye
Dolly MacIntyre	Aye
Shirley Maroon	Aye
Joyce Meyers	Aye
Ernesto Santos	Aye
Catherine Stewart	Excused
Dorothy Thomson	Aye

NOW THEREFORE BE IT RESOLVED, by the Historic Preservation Board of the City of Coral Gables that the Historic Preservation Board on January 17, 2008, has designated the subject properties in Coral Gables, Miami-Dade County as a Local Historic Landmark District pursuant to the City of Coral Gables Historic Preservation Ordinance – Article 3, Division 11 of the “Coral Gables Zoning Code” and the properties are subject to all rights and privileges and requirements of that ordinance.

BE IT FURTHER RESOLVED, that this designation is predicated on all the above recitations being true and correct and incorporated herein, but if any section, part of section, paragraph, clause, phrase or word of this Resolution is declared invalid, the remaining provisions of this Resolution shall not be affected.

Any aggrieved party desiring to appeal a decision of the Historic Preservation Board shall, within ten (10) days from the date of such decision, file a written Notice of Appeal with the City Clerk.

PASSED AND ADOPTED THIS SEVENTEENTH DAY OF JANUARY, A.D., 2008.



LISA BENNETT
CHAIRMAN, HISTORIC PRESERVATION BOARD

ATTEST:



KARA N. KAUTZ
HISTORIC LANDMARK OFFICER

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY:



ELIZABETH M. HERNANDEZ, CITY ATTORNEY