



OFFICE OF THE PROPERTY APPRAISER

Summary Report

Generated On : 2/10/2017

Property Information	
Folio:	03-4108-006-3800
Property Address:	281 CORAL WAY Coral Gables, FL 33134-5907
Owner	LILIAN M PENA
Mailing Address	281 CORAL WAY CORAL GABLES, FL 33134-5907
Primary Zone	6400 COMMERCIAL - CENTRAL
Primary Land Use	1111 STORE : RETAIL OUTLET
Beds / Baths / Half	0 / 0 / 0
Floors	2
Living Units	0
Actual Area	Sq.Ft
Living Area	Sq Ft
Adjusted Area	3,772 Sq.Ft
Lot Size	2,775 Sq.Ft
Year Built	1946



Assessment Information			
Year	2016	2015	2014
Land Value	\$832,500	\$832,500	\$832,500
Building Value	\$414,920	\$414,920	\$414,920
XF Value	\$0	\$0	\$0
Market Value	\$1,247,420	\$1,247,420	\$1,247,420
Assessed Value	\$1,247,420	\$1,247,420	\$1,247,420

Benefits Information				
Benefit	Type	2016	2015	2014
Note: Not all benefits are applicable to all Taxable Values (i.e. County, School Board, City, Regional).				

Short Legal Description
CORAL GABLES SEC K PB 8-33 LOT 45 BLK 37 LOT SIZE 25.000 X 111 OR 18429-4466 0199 1

Taxable Value Information			
	2016	2015	2014
County			
Exemption Value	\$0	\$0	\$0
Taxable Value	\$1,247,420	\$1,247,420	\$1,247,420
School Board			
Exemption Value	\$0	\$0	\$0
Taxable Value	\$1,247,420	\$1,247,420	\$1,247,420
City			
Exemption Value	\$0	\$0	\$0
Taxable Value	\$1,247,420	\$1,247,420	\$1,247,420
Regional			
Exemption Value	\$0	\$0	\$0
Taxable Value	\$1,247,420	\$1,247,420	\$1,247,420

Sales Information			
Previous Sale	Price	OR Book-Page	Qualification Description
01/01/1999	\$450,000	18429-4466	Sales which are qualified
07/01/1987	\$450,000	13364-0232	Sales which are qualified
02/01/1982	\$200,000	11420-1120	Sales which are qualified

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

Version:

CITY'S
EXHIBIT



281 Coral Way

281 Coral Way (Miracle Mile)

<p><u>Owner</u> Lilian M. Pena 281 Coral Way (Miracle Mile) Coral Gables, FL 33134-5907</p>	<p><u>Owner</u> Lilian M. Pena 739 Blue Rd Coral Gables, FL 33146-1727</p>
<p><u>Owner</u> Lilian M. Pena 418 Villabella Ave Coral Gables, FL 33146-1716</p>	<p><u>Mortgagees</u> Annelie C. Battisti and Charles A. Battisti 5835 Granada Blvd Coral Gables, FL 33146-2614</p>



Home Citizen Services Business Services Back to Coral Gables.com

Logon Help Contact

Permits and Inspections: Search Results

New Permit Search

Permit Search Results

Permit#:	App. Date	Street Address	Type	Description	Status	Issue Date	Final Date	Fees Due
AB-13-06-1011	06/17/2013	281 CORAL WAY	BOA COMPLETE (LESS THAN \$75,000)	***COMMERCIAL ***REVISIONS TO WINDOWS (4) DOORS (1) WHITE FRAME CLEAR GLASS \$10,000	final	06/17/2013	08/11/2014	0.00
BL-11-07-7605	07/28/2011	281 CORAL WAY	INTERIOR ALTERATION ONLY	COMMERCIAL INTERIOR ALTERATIONS (POTFOLIO HAIR DESIGNERS) \$25,000	final	03/09/2012	07/21/2014	0.00
BL-13-10-0112	10/02/2013	281 CORAL WAY	DOOR/GARAGE DOOR/SHUTTER/WINDOW	***COMMERCIAL*** WINDOWS (4) DOORS (1) WHITE FRAME CLEAR GLASS , CONCRETE COLUMNS & BEAN AROUND DOOR OPENING \$10,000	final	02/25/2014	07/17/2014	0.00
BL-14-07-3471	07/21/2014	281 CORAL WAY	BLD SIMPLE CHANGE OF CONTRACTOR	CHANGE OF CONTRACTOR FOR INT PORCELAIN FLOORING	final	07/22/2014	07/23/2014	0.00
CE-10-05-5054	05/27/2010	281 CORAL WAY	CODE ENF WARNING PROCESS	WT5869 SEC 105 CC (CPM) MUST REMOVE GRAFFITI FROM REAR OF BUILDING.	final	05/27/2010	03/30/2011	0.00
CE-14-08-2086	08/04/2014	281 CORAL WAY	CODE ENF LIEN SEARCH	LIEN SEARCH	final	08/12/2014	08/12/2014	0.00
CE-17-01-0554	01/13/2017	281 CORAL WAY	CODE ENF LIEN SEARCH	LIEN SEARCH	final	01/20/2017	01/20/2017	0.00
EL-09-08-1343	08/03/2009	281 CORAL WAY	ELEC COMMERCIAL / RESIDENTIAL WORK	INSTALL BURGLAR ALARM SYSTEM \$200	final	08/04/2009	08/14/2009	0.00
EL-11-08-5597	08/05/2011	281 CORAL WAY	ELEC COMMERCIAL / RESIDENTIAL WORK	CANCELLED - 35LIGHTSCKETS; 38 ROUGH IN OUTLETS; 2 COMMERCIAL OUTLETS; 100 AMP SERVICE; 100 AMP SUBFEED ; 100 APM SWITCHBOARD. 3.5 TONS A/C	canceled	03/21/2012	08/31/2012	0.00
EL-11-08-5600	08/05/2011	281 CORAL WAY	ELEC LOW VOLTAGE SYSTEM	CANCELLED-35LIGHTSCKETS; 38 ROUGH IN OUTLETS; 2 COMMERCIAL OUTLETS; 100 AMP SERVICE; 100 AMP SUBFEED ; 100 APM SWITCHBOARD. 3.5 TONS A/C	canceled		05/13/2014	0.00
EL-13-09-1626	09/30/2013	281 CORAL WAY	ELEC COMMERCIAL / RESIDENTIAL WORK	25 LIGHT FIXTURES AND 30 ROUGH IN OUTLETS	final	10/02/2013	07/16/2014	0.00
EL-14-01-1897	01/08/2014	281 CORAL WAY	ELEC LOW VOLTAGE SYSTEM	LOW VOLT FOR FIRE ALARM	final	01/10/2014	06/12/2014	0.00
EX-12-09-0593	09/11/2012	281 CORAL WAY	PERMIT EXTENSION	PERMIT EXTENSION BL-11-07- 7605	final	09/13/2012	09/13/2012	0.00
EX-13-03-0766	03/12/2013	281 CORAL WAY	PERMIT EXTENSION	PERMIT EXTENSION FOR #BL11077605 FOR COMMERCIAL INTERIOR ALTERATIONS (POTFOLIO HAIR DESIGNERS)	final	03/12/2013	03/12/2013	0.00
ME-11-08-5369	08/03/2011	281 CORAL WAY	MECH COMMERCIAL / RESIDENTIAL WORK	INSTALL ONE 5 TON PACKAGE UNIT AND DUCTWORK AND ONE EXHAUST FAN. RELOCATE EXISTING PACKAGE UNIT.	final	03/20/2012	07/16/2014	0.00
PL-11-08-5453	08/03/2011	281 CORAL WAY	PLUMB COMMERCIAL / RESIDENTIAL WORK	PLUMBING WORK FOR COMMERCIAL INTERIOR ALTERATIONS	final	03/20/2012	07/15/2014	0.00
PU-14-07-2909	07/14/2014	281 CORAL WAY	PUBLIC RECORDS SEARCH	REQ COPY OF ZN08071463	final	07/14/2014	07/14/2014	0.00
PW-14-04-2607	04/10/2014	281 CORAL WAY	OBSTRUCTION OF ROW W/TRUCK PERMIT	OBSTRUCTION OF ROW W/LIFT	final	07/11/2014	07/16/2014	0.00
RC-17-02-0530	02/09/2017	281 CORAL WAY	BUILDING RE CERTIFICATION	BUILDING RECERTIFICATION (1946) CONSTRUCTION REGULATION BOARD CASE #17-5809 AND UNSAFE STRUCTURE BOARD FEE	approved			980.63
RV-13-06-1455	06/21/2013	281 CORAL WAY	REVISION TO PERMIT	STRUCTURAL REVISION	final	07/16/2014	07/16/2014	0.00
RV-13-10-0631	10/10/2013	281	REVISION TO PERMIT	REVISION	final	07/16/2014	07/16/2014	0.00

CITY'S EXHIBIT 2

		CORAL WAY		ARCHITECTURAL,MECHANICAL,ELECTRICAL, PLUMBING PAGES				
RV-14-06-2725	06/11/2014	281 CORAL WAY	REVISION TO PERMIT	REVISION (BUILDING , PLUMBING)	final	06/17/2014	06/17/2014	0.00
SD-14-03-2236	03/06/2014	281 CORAL WAY	SHOP DRAWINGS	SHOP DRAWINGS STOREFRONT WINDOWS & DOORS	final	05/05/2014	05/05/2014	0.00
SD-14-04-2954	04/17/2014	281 CORAL WAY	SHOP DRAWINGS	SHOP DRAWINGS STAIR RAILING	final	05/09/2014	05/09/2014	0.00
ZN-08-07-1463	07/25/2008	281 CORAL WAY	FLOORING / TILING INTERIOR	CANCELLED - INSTALL PORCELIN FLOORING \$8,700	cancel ed	07/29/2008	07/21/2014	0.00
ZN-08-08-1288	08/29/2008	281 CORAL WAY	PAINT / RESURFACE FL / CLEAN	CLEAN/PAINT EXT WALLS OF BUILDING WHITE \$4,500	final	08/29/2008	11/06/2009	0.00

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



City of Coral Gables
Fire Department
Fire Prevention Division
2815 Salzedo Street, Coral Gables, FL 33134
Fax (305) 460-5598

The items noted below are in violation of the Florida Fire Prevention Code and/or the Florida Administrative Code. Nothing in this report supersedes any previously written, still existing violations for this occupancy/building. You are directed to comply with corrective measures as indicated.

Occupant Name:	PORTFOLIO SALON	Inspection Date:	4/3/2015
Address:	281 Miracle Mile	InspectionType:	Business (Annual Fire Inspection)
City:	Coral Gables	Inspected By:	Madelaine Mendez 305-460-5563 mmendez@coralgables.com
Suite:		Occ. Sq. Ft.:	3770

FL NFPA 01 13
Floor 1

Means of Egress

4.4.3.2.3 Failure to illuminate the means of egress.
Lighting.
Illumination of means of egress shall be provided. [See 5.3.4(10).
Rear emerge nay light not functioning

Electrical

11.1.7.6 Excerpt: Extension cords shall not be used as a substitute...
Extension cords shall not be used as a substitute for permanent wiring.

A re-inspection will occur on or after 5/1/2015.

Failure to correct violations within 15 days of re-inspection is subject to penalties up to and including the issuance of Civil Citations in the amount of \$200 per violation / per day.

Failure to provide immediate corrective measures when required, may result in administrative action including but not limited to: mandatory fire watch, building evacuation, or stoppage of all work.

Per City Ordinance 30-4, a Fire Inspection Fee will be billed for this inspection. All fees are subject to change without prior notice.

Thank you for your assistance. If you have any additional questions or to schedule an inspection, please contact the inspector listed at the top of this report.


CITY'S

EXHIBIT

3


**Company
Representative:**

Sally Caballero
39377
4/3/2015 1:56:31 PM
Signature valid only in mobile-eyes documents



Inspector:

Sally Caballero
4/3/2015
Madelaine Mendez
39377
4/3/2015 1:56:31 PM
Signature valid only in mobile-eyes documents



Madelaine Mendez
4/3/2015



The City of Coral Gables

Development Services Department

CITY HALL 405 BILTMORE WAY
CORAL GABLES, FLORIDA 33134

4 25 2016

VIA CERTIFIED MAIL

91 7108 2133 3931 9043 5428

LILIAN M. PENA
281 CORAL WAY
CORAL GABLES, FL 33134-5907

RE: 281 CORAL WAY, CORAL GABLES, FL.
FOLIO # 03-4108-006-3800
Recertification of Building 40 Years or Older

Gentlemen:

Miami-Dade County has notified this Department that the above referenced property address is forty (40) years old, or older, having been built in 1946.

In accordance with the Miami-Dade County Code, Chapter 8, Section 8-11(f), a Florida Registered Architect or Professional Engineer must inspect said building and a completed Recertification Report ("Report") must be submitted to this Department within ninety (90) calendar days from the date of this letter. In addition to the Report, a cover letter must state the property meets the requirement for the building recertification; no additional documents or photographs are necessary. Submittal of the Report does not constitute recertification; it must be approved.

In the event repairs or modifications are found to be necessary resulting from the recertification inspection, the Building Official is able to grant an extension of one hundred fifty (150) calendar days from the date of this letter for the owner to obtain the necessary permits and perform the repairs. Recertification will take place once a revised Report is submitted and all required permits are closed.

The Architect or Engineer chosen to perform the inspection may obtain the required Form, "Minimum Inspection Procedural Guidelines for Building Recertification," from the following link: http://www.miamidade.gov/pa/property_recertification.asp. The Recertification Report fee of \$380.63 and the Filing fee of \$2.45 per document page shall be submitted to the Development Services Department, 405 Biltmore Way, 3rd Floor, Coral Gables, Florida, 33134.

Failure to submit the required Report within the allowed time will result in the referral of this matter to the City's Construction Regulation Board without further notice. The Board may impose fines of \$250.00 per day for each day the violation continues. Note an Administrative fee of \$600.00 is incurred when the case is referred to the Board.

Any questions may be directed to the Building Services Coordinator at (305) 460-5250. Thank you for your prompt consideration.

Sincerely,

Peter J. Iglesias, P.E.
Building Official

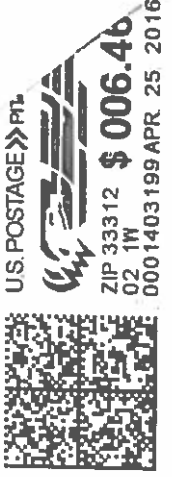
CITY'S Composite
EXHIBIT 4

CERTIFIED MAIL

THE CITY OF CORAL GABLES
DEVELOPMENT SERVICES DEPARTMENT
405 BILTMORE WAY
P.O. BOX 141549
CORAL GABLES, FLORIDA 33114-1549



91 7108 2133 3931 9043 5428



U.S. POSTAGE PRT
ZIP 33312 \$ 006.46
02 1W
0001403199 APR 25 2016

LILIAN M PENA
281 CORAL WAY
CORAL GABLES, FL 33134-5907

NIXIE 333 DC 1 0005 / 05 / 16
RETURN TO SENDER
NO SUCH NUMBER
UNABLE TO FORWARD

33134580749
BC: 33114154949 *2706-02548-26-46

BEFORE THE CONSTRUCTION REGULATION BOARD
FOR THE CITY OF CORAL GABLES

CITY OF CORAL GABLES,
Petitioner,

Case No. 17-5809

vs.

LILIAN M. PENA
281 Coral Way
Coral Gables, Florida 33134-5907

Return receipt number:

91 7108 2133 3932 6150 7122

Respondent.

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

Date: February 27, 2017

Re: **281 Coral Way**, Coral Gables, Florida 33134-5907 and legally described as Lot 45, Block 37, of CORAL GABLES SECTION K, according to the Plat thereof, as recorded in Plat Book 8, Page 33, of the Public Records of Miami-Dade County, Florida; and having folio number 03-4108-006-3800 ("Property").

The City of Coral Gables ("City") Building Official has inspected the records relating to the Structure in accordance with Article III, Chapter 105 of the City Code, pertaining to unsafe structures, and Section 8-11 of the Miami-Dade County Code, as applicable in the City, pertaining to existing buildings. The Structure is hereby declared unsafe by the Building Official and is presumed unsafe pursuant to Section 105-1 86(j)(13) of the City Code for failure to timely comply with the maintenance and recertification requirements of the Florida Building Code or Section 8-11 of the Miami-Dade County Code.

Therefore, this matter is set for hearing before the City's Construction Regulation Board ("Board") in the Commission Chambers, City Hall, 405 Biltmore Way, Coral Gables, Florida 33134, on March 13, 2017, 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 Belkys Garcia, Secretary to the Board, at City of Coral Gables, Development Services Department, 405 Biltmore Way, 3rd Floor, Coral Gables, FL 33134, bgarcia@coralgables.com, tel: (305) 460-5229. The Development Services Department's hours are Monday through Friday, 7:30 a.m. to 3:30 p.m., tel: (305) 460-5235.

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

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

Please govern yourself accordingly.


Belkys Garcia, 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.

Presentations made to this Board are subject to the City's False Claims Ordinance, Chapter 39 of the City of Coral Gables Code.

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:

Lilian M. Pena, 739 Blue Road, Coral Gables, Florida 33146-1727

Lilian M. Pena, 418 Villabella Avenue, Coral Gables, Florida 33146-1716

Annelie C. Battisti and Charles A. Battisti, 5835 Granada Boulevard, Coral Gables, Florida 33146-2614



CITY OF CORAL GABLES
DEVELOPMENT SERVICES DEPARTMENT
Affidavit of Posting

Complaint Case #: 17-5809

Title of Document Posted: Construction Regulation Board Case

I, JOSE IGUESIAS, DO HEREBY SWEAR/AFFIRM THAT
THE AFOREMENTIONED NOTICE WAS PERSONALLY POSTED, BY ME, AT THE
ADDRESS OF 281 CORAL WAY, ON 2-27-17
AT 9:30 AM.

JOSE IGUESIAS
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 27th day of February, in
the year 20 17, by Jose Iguerias who is personally known to
me.

My Commission Expires:



Belkys Garcia
Notary Public

281 Coral Way



OFF REC 18429 PG 4466

Prepared By:
Shamira Klein, Esq.
BERMAN WOLFSON & BERNERT, P.A.
100 S.E. 2nd Street, #3500
Miami, Florida 33131

9950 16927 1999 JAN 11 10404

After Recording Return to:
JEFFREY E. LEVEY, P.A.
2665 South Bayshore Drive, Suite 1004
Coconut Grove, Florida 33133

Parcel Identification No.: 03-4108-006-3800

ORCHSTRACE 2,700.00 SIXTY 2,025.00
MARVEY RUBIN, CLERK DADE COUNTY, FL

WARRANTY DEED

THIS WARRANTY DEED, made this 11 day of January, 1999 by MAURICE L. EHRLICH and BENA Z. EHRLICH, his wife, (collectively referred to as "Grantor"), whose address is 5120 Orduna Drive, Coral Gables, Florida 33146-2039 and LILIAN M. PENA, a single woman, ("Grantee"), whose post office address is 281 Coral Way, Coral Gables, FL, 33134

WITNESSETH:

That Grantor, for and in consideration of the sum of Ten (\$10.00) Dollars in hand paid by Grantee and other valuable consideration, the receipt whereof is acknowledged hereby grants, bargains and sells and conveys to the said Grantee and to Grantee's heirs and assigns, forever, all of Grantor's right, title and interest in and to the following described real property in the County of Miami-Dade, State of Florida, to wit:

Lot 45, Block 37, of CORAL GABLES SECTION "K", according to the Plat thereof, as recorded in Plat Book 8, at Page 33, of the Public Records of Miami-Dade County, Florida.

SUBJECT TO:

1. Taxes for the year this deed is recorded and all subsequent years.
2. Covenants, Restrictions and Easements of record, if any, but this reference thereto shall not operate to reimpose the same.
3. Zoning ordinances and other restrictions and prohibitions imposed by applicable governmental authorities.

The benefits and obligations hereunder shall inure to and be binding upon the heirs, executors, administrators, successors and assigns of the respective parties hereto.

AND EXCEPT AS SET FORTH ABOVE, GRANTOR does hereby fully warrant the title to said Property, and will defend the same against the lawful claims and demands of all persons whomsoever, except as noted above.

IN WITNESS WHEREOF, the Grantor has executed this instrument the 5 day of January, 1999.

Signed, sealed and delivered:

[Signature]
Print Name: [Signature]

Maurice L. Ehrlich
MAURICE L. EHRLICH

[Signature]
Print Name: [Signature]

[Signature]
BENA Z. EHRLICH

STATE OF FLORIDA

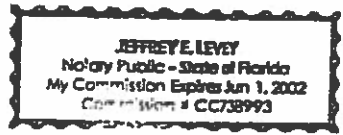
COUNTY OF MIAMI-DADE

The foregoing instrument was acknowledged before me this 5th day of January, 1999, by MAURICE L. EHRLICH and BENA Z. EHRLICH, his wife, who are either personally known to me or have produced FL Drivers License as identification.

Notary Public, State of Florida at Large
Printed Name: [Signature]

My Commission Expires: Jeffrey E. Levey

[NOTARY SEAL]



This instrument was prepared by
VANESSA M. BERTRAN, Esquire
250 Catalonia Avenue, Suite 304
Coral Gables, Florida 33134

RESTATEMENT AND MODIFICATION OF MORTGAGE

THIS INDENTURE made this *25th* day of January, 2017, between LILIAN M. PENA, a single woman whose address is 281 Coral Way, Coral Gables, Florida 33134 hereinafter referred to as "Mortgagor", and ANNELIE C. BATTISTI and CHARLES A. BATTISTI, holders by assignment, whose address is 5835 Granada Boulevard, Coral Gables, Florida 33146, hereinafter referred to as "Mortgagee".

WHEREAS, LILIAN M. PENA did on May 15, 2006 execute and deliver to ARAGON MORTGAGE CORP., a Florida corporation "Mortgagee" a promissory note secured by a first mortgage in the original amount of SIX HUNDRED THOUSAND AND 00/100 (\$600,000.00), dollars, recorded in Official Records Book 24536, at Page 1233, which mortgage was subsequently assigned to ANNELIE C. BATTISTI and CHARLES A. BATTISTI by Assignment of Mortgage recorded in Official Records Book 26968, at Page 4676, subsequently modified by Restatement and Modification of Mortgage dated May 25, 2010, recorded in Official Records Book 27316, at Page 3489, of the Public Records of Miami-Dade County, Florida, encumbering the following described property,

Lot 45, in Block 37, of CORAL GABLES SECTION "K",
according to the Plat thereof, as recorded in Plat Book 8,
at Page 33, of the Public Records of Miami-Dade County,
Florida. A/k/a 281 Coral Way, Coral Gables, Florida 33134

Folio No. 03-4108-006-3800

and;

WHEREAS, LILIAN M. PENA is desirous of restructuring the above mentioned mortgage and promissory note to reduce the interest rate from 8% per annum to 6% per annum and extending the maturity date on the note and mortgage, including the balloon payment, from May 15, 2020 to December 15, 2026, and ;

WHEREAS, ANNELIE C. BATTISTI and CHARLES A. BATTISTI, the Mortgagees herein are willing to modify the mortgage to reduce the interest and extend the maturity date as requested by Mortgagor, and;

NOW THEREFORE, in consideration of the premises and the agreements herein contained and other good and valuable consideration receipt and sufficiency of which is hereby acknowledged, the parties hereto mutually, agree as follows:

1. The parties ratify and reinstate each and every term and condition of the original mortgage and note dated May 15, 2006, referred to hereinabove, as though set out verbatim herein.
2. The parties mutually agree that the unpaid principal balance on the note and mortgage referred to hereinabove subsequent to payment of the December 15, 2016 payment, which has been received by the mortgagees is \$557,382.25, together with any accrued interest.



CFN 2010R0394918
 OR Bk 27316 Pgs 3489 - 3491f (3pgs)
 RECORDED 06/11/2010 11:30:53
 HARVEY RUVIN, CLERK OF COURT
 MIAMI-DADE COUNTY, FLORIDA

This instrument was prepared by
 CHARLES W. BATTISTI, Esquire
 250 Catalonia Avenue, Suite 304
 Coral Gables, Florida 33134

RESTATEMENT AND MODIFICATION OF MORTGAGE

THIS INDENTURE made this *25th* day of May, 2010, between LILIAN M. PENA, a single woman whose address is 739 Blue Road, Coral Gables, Florida 33146 hereinafter referred to as "Mortgagor", and ANNELIE C. BATTISTI and CHARLES A. BATTISTI, holders by assignment, whose address is 5835 Granada Boulevard, Coral Gables, Florida 33146, hereinafter referred to as "Mortgagee".

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Lot 45, in Block 37, of CORAL GABLES SECTION "K", according to the Plat thereof, as recorded in Plat Book 8, at Page 33, of the Public Records of Miami-Dade County, Florida. A/k/a 281 Coral Way, Coral Gables, Florida 33134

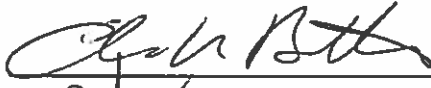
Folio No. 03-4108-006-3800


and;

WHEREAS, LILIAN M. PENA is desirous of restructuring the above mentioned mortgage from an interest only mortgage to an amortized mortgage, and extend the maturity date and is desirous that the note and mortgage be modified adjusting the future monthly payments from interest only to principal and interest of \$4,395.25 per month and that the maturity date on the note and mortgage, including the balloon payment be extended from May 15, 2014 to May 15, 2020, and ;

WHEREAS, ANNELIE C. BATTISTI and CHARLES A. BATTISTI, the Mortgagees herein are willing to modify the mortgage from interest only to principal and interest and extend the due date as requested by Mortgagor, and;

NOW THEREFORE, in consideration of the premises and the agreements herein contained and other good and valuable consideration receipt and sufficiency of which is





JULIA A. MAYAN



ANNELIE C.. BATTISTI



CHARLES A. BATTISTI

STATE OF FLORIDA,

COUNTY OF MIAMI-DADE

Personally appeared before me this day, LILIAN M. PENA, a single woman, who is personally known by me and who has acknowledged executing the foregoing instrument for the purposes therein expressed.

Witness my hand and official seal this 20th day of May, 2010



Notary Public, State of Florida
My commission Expires



JULIA A. MAYAN
MY COMMISSION # DD 692385
EXPIRES: November 5, 2011
Bonded Thru Budget Notary Services

STATE OF FLORIDA,

COUNTY OF MIAMI-DADE

Personally appeared before me this day, ANNELIE C. BATTISTI and CHARLES A. BATTISTI, who are personally known by me and who have acknowledged executing the foregoing instrument for the purposes therein expressed.

Witness my hand and official seal this 20th day of May, 2010



Notary Public, State of Florida
My commission Expires



JULIA A. MAYAN
MY COMMISSION # DD 692385
EXPIRES: November 5, 2011
Bonded Thru Budget Notary Services





CFN 2009R0570600
 DR Bk 26968 Pg 46761 (1pg)
 RECORDED 08/06/2009 13:36:06
 HARVEY RUVIN, CLERK OF COURT
 MIAMI-DADE COUNTY, FLORIDA
 LAST PAGE

This Instrument was Prepared by:
 Charles W. Battisti, Esquire
 1570 Madruza Avenue, Penthouse 3
 Coral Gables, Florida 33146

ASSIGNMENT OF MORTGAGE

KNOW ALL MEN BY THESE PRESENTS: That

ARAGON MORTGAGE CORP.,

a corporation existing under the laws of the State of Florida, party of the first part, in consideration of the sum of TEN and No/100 (\$10.00) and other valuable consideration, received from or on behalf of

ANNELIE C. BATTISTI and CHARLES A. BATTISTI, as joint tenants with full right of survivorship whose address is 5835 Granada Boulevard, Coral Gables, Florida 33146.

party of the second part, at or before the ensembling and delivery of these presents, the receipt whereof is hereby acknowledged, does hereby grant, bargain, sell, assign, transfer and set over unto the said party of the second part all of the undersigned's interest in that certain mortgage bearing the 15th day of May, A.D. 2006, made by LILLIAN M. PENA in favor of ARAGON MORTGAGE CORP., a Florida corporation, and recorded in Official Records Book 24536, at Page 1233, of the Public Records of Miami-Dade County, Florida.

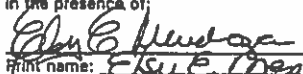
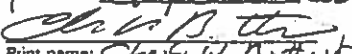
The foregoing being filed in the office of the Clerk of the Circuit Court of Dade County, State of Florida, upon the property situate in said State and County described as follows, to wit:


Lot 45, in Block 37, of CORAL GABLES SECTION "K", according to the Plat thereof, as recorded in Plat Book 8, at Page 33, of the Public Records of Miami-Dade County, Florida. A/K/A
 281 Coral Way, Coral Gables, Florida 33134.
File # 03-4108-006-3800

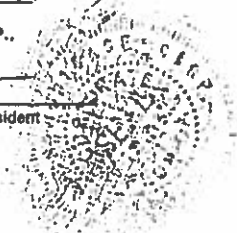
Together with the note or obligation described in said mortgage, and the moneys due and to become due thereon, with interest from the 15th day of May, 2006.

TO HAVE AND TO HOLD the same unto the said party of the second part, heirs, legal representatives, successors and assigns forever.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this 22nd day of June, 2006.

Signed, sealed and delivered
 in the presence of:

 Print name: Ely E. Mendora

 Print name: Charles W. Battisti


ARAGON MORTGAGE CORP.,
 a Florida corporation
 By: 
 CHARLES A. BATTISTI, President
 5835 Granada Boulevard
 Coral Gables, Florida 33148



STATE OF FLORIDA, COUNTY OF MIAMI-DADE

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments personally appeared CHARLES A. BATTISTI well known to me to be the President respectively of the corporation named as party of the first part in the foregoing instrument, and that he severally acknowledged executing the same in the presence of two subscribing witnesses freely and voluntarily under authority duly vested in him y said corporation and that the seal affixed thereto is the true corporate seal of said corporation.

WITNESS my hand and official seal in the County and State last aforesaid this 22 day of June, 2006.


 NOTARY PUBLIC State of Florida
 My commission expires:



1 0000 0000 0000 0000 0000 0000 0000 0000 0000

CFN 2006R0537298
OR Bk 24536 Pgs 1233 - 1236; (4pgs)
RECORDED 05/17/2006 15:22:30
MTG DOC TAX 2,100.00
INTANG TAX 1,200.00
HARVEY RUVIN, CLERK OF COURT
MIAMI-DADE COUNTY, FLORIDA

Prepared by and return to:

Charles W. Battisti, Esquire
1570 Madruga Avenue
Penthouse 3
Coral Gables, FL 33146
File No. # 06-163

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MORTGAGE

This Indenture, Made this May 15, 2006 by and between LILIAN M. PENA, a single woman whose address is 418 ViaBelts Avenue, Coral Gables, Florida 33146, hereinafter called the Mortgagor, and ARAGON MORTGAGE CORP., a Florida corporation whose address is 5835 Granada Boulevard, Coral Gables, FL 33146, hereinafter called the Mortgagee:

The terms "Mortgagor" and "Mortgagee", shall include heirs, personal representatives, successors, legal representatives and assigns, and shall denote the singular and/or the plural, and the masculine and/or the feminine and natural and/or artificial persons, wherever and the persons referring thereto, whether in the singular or plural any where in this mortgage, and shall be masculine, feminine or neuter, wherever and wherever the context so admits or requires.

Witnesseth, that the said Mortgagor, for and in consideration of the aggregate sum named in the promissory note, a copy of which is attached hereto and made a part hereof, the receipt of which is hereby acknowledged, does grant, bargain and sell to the said Mortgagee, his successors and assigns, in fee simple, the following described land, situate, lying and being in the Miami-Dade County, State of Florida, to-wit:

Lot 45, in Block 37, of CORAL GABLES SECTION "K", according to the Plat thereof, as recorded in Plat Book 8, at Page 33, of the Public Records of Miami-Dade County, Florida.
s/A/s 281 Coral Way, Coral Gables, FL 33134

THIS IS A FIRST MORTGAGE

THIS IS A BALLOON MORTGAGE AND THE FINAL PRINCIPAL PAYMENT OR THE PRINCIPAL BALANCE DUE UPON MATURITY IS \$604,000.00, TOGETHER WITH ACCRUED INTEREST, IF ANY, AND ALL ADVANCEMENTS MADE BY THE MORTGAGEE UNDER THE TERMS OF THIS MORTGAGE.

FOLIO NUMBER # 03-4108-006-3800

TOGETHER WITH:

All personal property and fixtures, now owned, or hereafter acquired by Mortgagor including, but not limited to furniture, furnishings, fixtures, machinery, equipment, appliances and all replacements the substitutions thereof, and used in conjunction with the operation of the subject property, shall be referred to as "COLLATERAL". This Mortgage shall be construed as a Security Agreement under the provision of the Uniform Commercial Code as adopted by the State of Florida, from time to time, and Mortgagee shall be construed as Secured Party under said Uniform Commercial Code, with a security interest in all COLLATERAL now owned or thereof, and Mortgagee shall be entitled to all the rights and remedies of a Secured Party in the event of the Mortgagors default hereunder, or under any other agreements with or obligations to Mortgagee.

This Mortgage shall be construed as a Security for the payment of the promissory note of even date herewith, a true copy of which is attached hereto, made by the Mortgagor and payable to the Mortgagee, in the principal sum of \$600,000.00, together with 8% interest per annum therein stated, and as security for the performance and compliance of each and every stipulation, condition and covenant of said Promissory Note and of the Mortgage.

The said Mortgagor does covenant with the said Mortgagee that the said Mortgagor is indefeasibly seized of said land in fee simple and has the full power and lawful right to mortgage and encumber the same, that the said land is free from all encumbrances except as noted above, and that the said Mortgagor except as above noted does fully warrant the title to said land and will warrant and defend the same against the lawful claims of all persons whomsoever.

And the said Mortgagor does hereby fully warrant the title to said land, and will defend the same against the lawful claims of all persons whomsoever.

Provided always, that if said Mortgagor, his successors or assigns, shall pay unto the said Mortgagee, his successors or assigns, that certain promissory note, of which a true and correct copy is attached, and Mortgagor shall perform, comply with and abide by each and every stipulation, agreement, condition and covenant of said promissory note and of this mortgage, and shall duly pay all taxes, all insurance premiums reasonably required, all costs and expenses including reasonable attorneys fees that Mortgagee may incur in collecting money secured by this mortgage, and also in enforcing this mortgage by suit or otherwise, then this mortgage and the estate hereby created shall cease and be null and void.

Mortgagor hereby covenants and agrees:

Initials: LP H
DoublesTimes

This instrument was prepared by
VANESSA M. BERTRAN, Esquire
250 Catalonia Avenue, Suite 304
Coral Gables, Florida 33134

RESTATEMENT AND MODIFICATION OF MORTGAGE

THIS INDENTURE made this ^{25th} day of January, 2017, between LILIAN M. PENA, a single woman whose address is 281 Coral Way, Coral Gables, Florida 33134 hereinafter referred to as "Mortgagor", and ANNELIE C. BATTISTI and CHARLES A. BATTISTI, holders by assignment, whose address is 5835 Granada Boulevard, Coral Gables, Florida 33146, hereinafter referred to as "Mortgagee".

WHEREAS, LILIAN M. PENA did on August 13, 2014 execute and deliver to ARAGON MORTGAGE CORP., a Florida corporation "Mortgagee" a promissory note secured by a first mortgage in the original amount of SIXTY FIVE THOUSAND AN 00/100 (\$65,000.00), dollars, recorded in Official Records Book 29272, at Page 1083, which mortgage was subsequently assigned to ANNELIE C. BATTISTI and CHARLES A. BATTISTI by Assignment of Mortgage recorded in Official Records Book 30125, at Page 4531, of the Public Records of Miami-Dade County, Florida, encumbering the following described property,

Lot 45, in Block 37, of CORAL GABLES SECTION "K",
according to the Plat thereof, as recorded in Plat Book 8,
at Page 33, of the Public Records of Miami-Dade County,
Florida. A/k/a 281 Coral Way, Coral Gables, Florida 33134

Folio No. 03-4108-006-3800

and;

WHEREAS, LILIAN M. PENA is desirous of restructuring the above mentioned mortgage and promissory note to reduce the interest rate from 8% per annum to 6% per annum and extending the maturity date on the note and mortgage, including the balloon payment, from September 13, 2019 to January 13, 2026, and ;

WHEREAS, ANNELIE C. BATTISTI and CHARLES A. BATTISTI, the Mortgagees herein are willing to modify the mortgage to reduce the interest and extend the maturity date as requested by Mortgagor, and;

NOW THEREFORE, in consideration of the premises and the agreements herein contained and other good and valuable consideration receipt and sufficiency of which is hereby acknowledged, the parties hereto mutually, agree as follows:

1. The parties ratify and reinstate each and every term and condition of the original mortgage and note dated August 13, 2014, referred to hereinabove, as though set out verbatim herein.
2. The parties mutually agree that the unpaid principal balance on the note and mortgage referred to hereinabove subsequent to payment of the December 13, 2016 payment, which has been received by the mortgagees is \$65,000.00, together with any accrued interest.

This instrument was Prepared by:
Vanessa M. Bertran, Esquire
250 Catalonia Avenue, Suite 304
Coral Gables, Florida 33134

ASSIGNMENT OF MORTGAGE

KNOW ALL MEN BY THESE PRESENTS: That

ARAGON MORTGAGE CORP.,

a corporation existing under the laws of the State of Florida, party of the first part, in consideration of the sum of TEN and No/100 (\$10.00) and other valuable consideration, received from or on behalf of

CHARLES A. BATTISTI and ANNELIE C. BATTISTI, as joint tenants with full right of survivorship whose address is 5835 Granada Boulevard, Coral Gables, Florida 33146.

party of the second part, at or before the encasing and delivery of these presents, the receipt whereof is hereby acknowledged, does hereby grant, bargain, sell, assign, transfer and set over unto the said party of the second part all of the undersigned's interest in that certain mortgage bearing the 13th day of August, A.D. 2014, made by LILLIAN M. PENA, in favor of ARAGON MORTGAGE CORP., a Florida corporation, and recorded in Official Records Book 29272, at Page 1083, of the Public Records of Miami-Dade County, Florida.

The foregoing being filed in the office of the Clerk of the Circuit Court of Miami-Dade County, State of Florida, upon the property situate in said State and County described as follows, to wit:

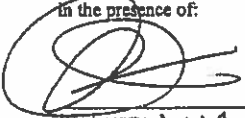

Lor 45, in Block 37, of CORAL GABLES SECTION "K", according to the Plat thereof, as recorded in Plat Book 8, at Page 33, of the Public Records of Miami-Dade County, Florida. a/k/a 281 Coral Way, Coral Gables, Florida 33134.

Together with the note or obligation described in said mortgage, and the moneys due and to become due thereon, with interest from the 23rd day of June, 2016.


TO HAVE AND TO HOLD the same unto the said party of the second part, heirs, legal representatives, successors and assigns forever.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this 23rd day of June, 2016.

Signed, sealed and delivered
in the presence of:


Print name: Charles A. Battisti

Print name: Vanessa M. Bertran

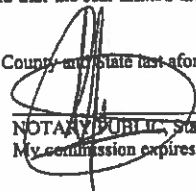
ARAGON MORTGAGE CORP.,
a Florida corporation

by: 
Charles A. Battisti, President
5835 Granada Boulevard
Coral Gables, Florida 33146

STATE OF FLORIDA,
COUNTY OF MIAMI-DADE

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments personally appeared CHARLES A. BATTISTI, well known to me to be the President respectively of the corporation named as party of the first part in the foregoing instrument, and that he severally acknowledged executing the same in the presence of two subscribing witnesses freely and voluntarily under authority duly vested in him by said corporation and that the seal affixed thereto is the true corporate seal of said corporation.

WITNESS my hand and official seal in the County and state last aforesaid this 23rd day of June, 2016.


NOTARY PUBLIC, State of Florida
My commission expires:


JULIA A. MAYAN
MY COMMISSION # FF 887036
EXPIRES: November 5, 2018
Booted Tm Notary Services

Prepared by and return to:

VANESSA M. BERTRAN, P.A.
250 Catalonia Avenue
Suite 304
Coral Gables, FL 33134
File No. # 14-92

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MORTGAGE

This Indenture, Made this August 13, 2014 by and between Lilian M. Pena, a single woman whose address is 281 Coral Way, Coral Gables, FL 33134, hereinafter called the Mortgagor, and ARAGON MORTGAGE CORP., a Florida corporation whose address is 5835 Granada Boulevard, Coral Gables, FL 33146, hereinafter called the Mortgagee:

The terms "Mortgagor" and "Mortgagee", shall include heirs, personal representatives, successors, legal representatives and assigns, and shall denote the singular and/or the plural, and the masculine and/or the feminine and natural and/or artificial persons, whenever and the pronouns referring thereto, whether in the singular or plural any where in this mortgage, and shall be masculine, feminine or neuter, whenever and wherever the context so admits or requires.

Witnesseth, that the said Mortgagor, for and in consideration of the aggregate sum named in the promissory note, a copy of which is attached hereto and made a part hereof, the receipt of which is hereby acknowledged, does grant, bargain and sell to the said Mortgagee, his successors and assigns, in fee simple, the following described land, situate, lying and being in the Miami-Dade County, State of Florida, to-wit:

Lot 45, in Block 37, of CORAL GABLES, SECTION "K" according to the Plat thereof, as recorded in Plat Book 8, at Page 33, of the Public Records of Miami-Dade County, Florida.
281 Coral Way, Coral Gables, FL 33134

THIS IS A BALLOON MORTGAGE AND THE FINAL PRINCIPAL PAYMENT OR THE PRINCIPAL BALANCE DUE UPON MATURITY IS \$65,000.00 TOGETHER WITH ACCRUED INTEREST, IF ANY, AND ALL ADVANCEMENTS MADE BY THE MORTGAGEE UNDER THE TERMS OF THIS MORTGAGE.

This is a second mortgage and is subject to a first mortgage. A breach of the first mortgage shall constitute a breach of this mortgage and entitle the Mortgagee to make the payment on the first mortgage and bring a foreclosure proceeding for said breach.

FOLIO NUMBER # 03-4108-006-3800

TOGETHER WITH:

All personal property and fixtures, now owned, or hereafter acquired by Mortgagor including, but not limited to furniture, furnishings, fixtures, machinery, equipment, appliances and all replacements the substitutions thereof, and used in conjunction with the operation of the subject property, shall be referred to as "COLLATERAL". This Mortgage shall be construed as a Security Agreement under the provision of the Uniform Commercial Code as adopted by the State of Florida, from time to time, and Mortgagee shall be construed as Secured Party under said Uniform Commercial Code, with a security interest in all COLLATERAL now owned or thereof, and Mortgagee shall be entitled to all the rights and remedies of a Secured Party in the event of the Mortgagors default hereunder, or under any other agreements with or obligations to Mortgagee.

This Mortgage shall be construed as a Security for the payment of the promissory note of even date herewith, a true copy of which is attached hereto, made by the Mortgagor and payable to the Mortgagee, in the principal sum of \$65,000.00, together with 8 % interest per annum therein stated, and as security for the performance and compliance of each and every stipulation, condition and covenant of said Promissory Note and of the Mortgage.

The said Mortgagor does covenant with the said Mortgagee that the said Mortgagor is indefeasibly seized of said land in fee simple and has the full power and lawful right to mortgage and encumber the same, that the said land is free from all encumbrances except as noted above, and that the said Mortgagor except as above noted does fully warrant the title to said land and will warrant and defend the same against the lawful claims of all persons whomsoever.

And the said Mortgagor does hereby fully warrant the title to said land, and will defend the same against the lawful claims of all persons whomsoever.

Provided always, that if said Mortgagor, his successors or assigns, shall pay unto the said Mortgagee, his successors or assigns, that certain promissory note, of which a true and correct copy is attached, and Mortgagor shall perform, comply with and abide by each and every stipulation, agreement, condition and covenant of said promissory note and of this mortgage, and shall duly pay all taxes, all insurance premiums reasonably required, all costs and expenses including reasonable attorneys fees that Mortgagee may incur in collecting money secured by this mortgage, and also in enforcing this mortgage by suit or otherwise, then this mortgage and the estate hereby created shall cease and be null and void.

Initials: 
DoubleTime