



OFFICE OF THE PROPERTY APPRAISER

Summary Report

Generated On : 5/23/2023

Property Information	
Folio:	03-4117-007-3700
Property Address:	312 VISCAYA AVE Coral Gables, FL 33134-7332
Owner	CARMENCITA SALSBERG ANTHONY A SALSBERG MARIA THERESA SALSBERG
Mailing Address	312 VISCAYA AVE CORAL GABLES, FL 33134 USA
PA Primary Zone	0100 SINGLE FAMILY - GENERAL
Primary Land Use	0101 RESIDENTIAL - SINGLE FAMILY : 1 UNIT
Beds / Baths / Half	3 / 2 / 0
Floors	1
Living Units	1
Actual Area	1,844 Sq.Ft
Living Area	1,436 Sq.Ft
Adjusted Area	1,616 Sq.Ft
Lot Size	7,500 Sq.Ft
Year Built	1970



Assessment Information				
Year	2022	2021	2020	
Land Value	\$502,254	\$393,624	\$393,624	
Building Value	\$195,859	\$140,592	\$141,764	
XF Value	\$677	\$677	\$680	
Market Value	\$698,790	\$534,893	\$536,068	
Assessed Value	\$698,790	\$249,284	\$245,843	

Benefits Information				
Benefit	Type	2022	2021	2020
Save Our Homes Cap	Assessment Reduction		\$285,609	\$290,225
Homestead	Exemption	\$25,000	\$25,000	\$25,000
Second Homestead	Exemption	\$25,000	\$0	\$0
Tot Disabled Civilian	Exemption		\$224,284	\$220,843
Note: Not all benefits are applicable to all Taxable Values (i.e. County, School Board, City, Regional).				

Short Legal Description	
COCONUT GR SEC 1 C GAB PB 14-25 LOTS 16 THRU 18 BLK 27 LOT SIZE 75.00 X 100.00	

Taxable Value Information			
	2022	2021	2020
County			
Exemption Value	\$50,000	\$249,284	\$245,843
Taxable Value	\$648,790	\$0	\$0
School Board			
Exemption Value	\$25,000	\$249,284	\$245,843
Taxable Value	\$673,790	\$0	\$0
City			
Exemption Value	\$50,000	\$249,284	\$245,843
Taxable Value	\$648,790	\$0	\$0
Regional			
Exemption Value	\$50,000	\$249,284	\$245,843
Taxable Value	\$648,790	\$0	\$0

Sales Information			
Previous Sale	Price	OR Book-Page	Qualification Description
04/08/2021	\$100	32482-2680	Corrective, tax or QCD; min consideration
04/29/2020	\$100	31930-4479	Corrective, tax or QCD; min consideration
11/01/2016	\$100	30311-1842	Corrective, tax or QCD; min consideration

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 #1

312 Viscaya Ave

<u>Owner (Property Appraiser, deed, and all Sunbiz addresses)</u> Carmencita Salsberg Anthony A. Salsberg and Maria Theresa Salsberg 312 Viscaya Ave Coral Gables 33134-7332	<u>First Reverse Mortgagee (mortgage address)</u> American Advisors Group 18200 Von Karman Ave, Ste 300 Irvine, CA 92612-1016
<u>First Reverse Mortgagee Nominee (mortgage address)</u> MERS, as nominee for American Advisors Group P.O. Box 2026 Flint, MI 48501-2026	<u>Second Reverse Mortgagee (mortgage address)</u> Commissioner of Housing and Urban Development 451 Seventh St., S.W. Washington, D.C. 20410-0001
<u>Proposed Co-Guardian</u> Steven Salsberg 4090 Gem Lake Dr Glen Ridge, FL 33406-3254	<u>Proposed Co-Guardian</u> Deborah Salsberg 20851 SW 246 St Homestead, FL 33031-3650



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Permits and Inspections: Search Results

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

 [New Permit Search](#)

Permit Search Results

Permit#:	App. Date	Street Address	Type	Description	Status	Issue Date	Final Date	Fees Due
PS-11-12-6272	12/16/2011	312 VISCAYA AVE	TREE REMOVAL/RELOCATION - PUBLIC SERVICE	REMOVE DEAD COCONUT PALM	final	12/16/2011	12/16/2011	0.00
ZN-11-03-7223	03/31/2011	312 VISCAYA AVE	PAINT / RESURFACE FL / CLEAN	CLEAN/PAINT EXT WALLS BM 2153-50 (BEIGE) AND TRIM (WHITE) PLANTER SW 2803 TERRACOTTA) \$400	final	03/31/2011	04/17/2012	0.00

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

City's Exhibit #3

0341170073700

CODE CASES (3)			INSPECTIONS (5)		PERMITS (2)				
Pe...	Pe...	Pe...	Pe...	Ap... ↓	Ex...	F	Description	Ma...	
UNST-23-06-0022	Unsafe Structure & Emergency Action	Unsafe Structure & Emergency Action	Submitted	06/05/2023			Construction work performed to (1) convert the garage, (2) build a new wall, (3) build a new bathroom, and (3) convert the structure from a single-family home to a multifamily dwelling, in cutting and refilling holes in the floor; all without obtaining the necessary development approvals, including, but not limited to, building permits	312 VISCA YA AVE	
ZONR-22-01-0194	Zoning Residential	Painting	Finalized	01/03/2022	02/21/2023	02/16/2023	Pressure clean & paint *Walls: PPG-1102-2 similar to OC-143 Bone white/ Planter wall: PPG-1529 similar to AC-7 Adobe Beige	312 VISCA YA AVE	

BEFORE THE CONSTRUCTION REGULATION BOARD
FOR THE CITY OF CORAL GABLES

CITY OF CORAL GABLES,
Petitioner,

Case No. 23-5863

vs.

Carmencita Salsberg,
Anthony A. Slasberg, and
Maria Theresa Salsberg
312 Viscaya Ave
Coral Gables 33134-7332

Return receipt number:

7021 1970 0000 4015 7244

**AMENDED NOTICE OF UNSAFE STRUCTURE VIOLATION
AND NOTICE OF HEARING**
(amended to add requirement to vacate within 30 days)

Date: June 8, 2023

Re: 312 Viscaya Ave, Coral Gables 33134-7332, legally described as set forth in the attached Exhibit “A” and bearing Property Appraiser’s folio number 03-4117-007-3700 (“Property”), and the single-family on the Property, built in 1970 (“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.**
- 1. 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 on the Structure to: (1) convert the garage, (2) build a new wall, (3) build a new bathroom, and (3) convert the Structure from a single-family home to a multifamily dwelling, and (4) cut and refill holes in the floor; all without obtaining the necessary development approvals, including, but not limited to, building permits (“Permits”).

City’s Exhibit #6

You must (1) vacate the Structure within 30 days of the date of this notice, (2) apply for the Permits to legalize or demolish the Structure within 30 days of the date of this notice, (3) obtain the Permits within 60 days of the date of this notice, and (4) pass final inspection on the Permits within 90 days of the date that the City informs you that the Permits are ready to be picked up. ("Required Action") You may not re-occupy the Structure until you have taken all of the 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 July 10, 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 Virginia Goizueta, Secretary to the Board, at City of Coral Gables, Development Services Department, 427 Biltmore Way, 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.



Suramy Cabrera, P.E.
Building Official

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: American Advisors Group, 18200 Von Karman Ave, Ste 300, Irvine, CA 92612-1016;

7021 1970 0000 4015 7251

MERS, as nominee for American Advisors Group, P.O. Box 2026, Flint, MI 48501-2026; and

7021 1970 0000 4015 7183

Commissioner of Housing and Urban Development, 451 Seventh St., S.W., Washington, D.C. 20410-0001

7021 1970 0000 4015 7787

Steven Salsberg, 4090 Gem Lake Dr, Glen Ridge, FL 33406-3254

7021 1970 0000 4015 7794

Steven Salsberg, 20851 SW 246 St, Homestead, FL 33031-3650

EXHIBIT "A"

LEGAL DESCRIPTION

Lots 16, 17, and 18 in Block 27, CORAL GABLES COCONUT GROVE SECTION, Part I, according to the Plat thereof, recorded in Plat Book 14 at Page 25 of the Public records of Miami-Dade County, Florida.

Tracking Number:

Remove X

7021197000040157244

Copy Add to Informed Delivery (<https://informedelivery.usps.com/>)

Latest Update

Your item was delivered to an individual at the address at 4:09 pm on June 17, 2023 in MIAMI, FL 33134.

Get More Out of USPS Tracking:

USPS Tracking Plus[®]

Delivered

Delivered, Left with Individual

MIAMI, FL 33134

June 17, 2023, 4:09 pm

See All Tracking History

Feedback

Text & Email Updates



USPS Tracking Plus[®]



Product Information



See Less ^

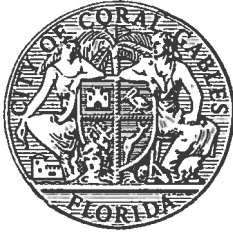
Track Another Package

Enter tracking or barcode numbers

Need More Help?

Contact USPS Tracking support for further assistance.

FAQs



CITY OF CORAL GABLES
DEVELOPMENT SERVICES DEPARTMENT
Affidavit of Posting

Title of Document Posted: Notice of Unsafe Structure Violation

I, Lynn Schwartz, DO HEREBY SWEAR/AFFIRM THAT
THE AFOREMENTIONED NOTICE WAS PERSONALLY POSTED, BY ME, AT THE
ADDRESS OF 312 Viscaya Ave, ON June 8, 2023 AT 10:26 AM.

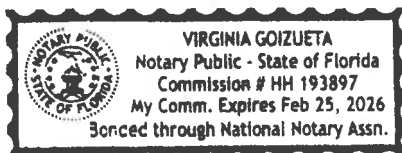
Lynn Schwartz
Employee's Printed Name

[Signature]
Employee's Signature

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

Sworn to (or affirmed) and subscribed before me this 8 day of June, in
the year 2023, by Lynn Schwartz who is personally known to
me.

My Commission Expires:



[Signature]
Notary Public

City's Exhibit #7



City's Exhibit #8



Jun 8, 2023 at 10:27 AM

312 Viscaya

6/8/23

BEFORE THE CONSTRUCTION REGULATION BOARD
FOR THE CITY OF CORAL GABLES

CITY OF CORAL GABLES,
Petitioner,

Case No. 23-5863

vs.

Carmencita Salsberg,
Anthony A. Slasberg, and
Maria Theresa Salsberg
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Case 23-5863

Office Report

Jun 8, 2023 at 10:26 AM

312 Viscaya 6/8/23

UNSAFE BUILDING

THIS BUILDING OR STRUCTURE IS, IN THE OPINION OF THE BUILDING OFFICIAL UNSAFE, AS DEFINED IN SECTION 105-89 OF THE CITY CODE OF CORAL GABLES. THIS BUILDING SHALL BE VACATED-SHALL NOT BE OCCUPIED. ACTION SHALL BE TAKEN BY THE OWNER AS PRESCRIBED BY WRITTEN NOTICE. THIS NOTICE SHALL NOT BE REMOVED EXCEPT BY THE BUILDING OFFICIAL.

Case 23-5863

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6/8/2023
City of Coral Gables
312 Viscaya

Jun 8, 2023 at 10:27 AM

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OPINION OF THE BUILDING OFFICIAL UNSAFE,
AS DEFINED IN SECTION 105-89 OF THE CITY
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SHALL BE VACATED-SHALL NOT BE OCCUPIED.
ACTION SHALL BE TAKEN BY THE OWNER
AS PRESCRIBED BY WRITTEN NOTICE. **THIS
NOTICE SHALL NOT BE REMOVED EXCEPT BY
THE BUILDING OFFICIAL.**

Date 6/8/2023
Owner Carmencita, Anthony & Maria Salsberg
Address 312 Viscaya

By: Manuel Z. Lopez, P.E.
BUILDING OFFICIAL

CITY OF CORAL GABLES
BUILDING DIVISION OF
THE DEVELOPMENT SERVICES DEPT.
405 BILTMORE WAY
CORAL GABLES, FL 33134
(305) 460-8235

Jun 8, 2023 at 10:26 AM

312 Viscaya

6/8/23

BEFORE THE CONSTRUCTION REGULATION BOARD
FOR THE CITY OF CORAL GABLES

CITY OF CORAL GABLES,
Petitioner,

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Case 23-5863

Jun 8, 2023 at 10:26 AM

Return to: (enclose self-addressed stamped envelope)
Name: Harry Tempkins, Esquire
Address: 605 Lincoln Road, Suite 301
Miami Beach, Florida 33139

CFN: 20210305506 BOOK 32482 PAGE 2680
DATE: 05/03/2021 11:40:40 AM
DEED DOC 0.60
HARVEY RUVIN, CLERK OF COURT, MIA-DADE CTY

QUIT-CLAIM DEED

Property Appraisers Parcel Identification (Folio) Number(s): 03-4117-007-3700

8th April
This Quit-Claim Deed, Executed this 8th day of April, 2021, by CARMENCITA SALSBERG, a single woman, ANTHONY ALBERT SALSBERG and MARIA THERESA SALSBERG, Husband and Wife, whose post office address is 312 Viscaya Avenue, Coral Gables, Florida 33134-7332 (First party), to CARMENCITA SALSBERG, a single woman, and ANTHONY A. SALSBERG and MARIA THERESA SALSBERG, Husband and Wife, as Joint Tenants with the Right of Survivorship, whose post office address is 312 Viscaya Avenue, Coral Gables, Florida 33134-7332, (Second party).

(Wherever used herein the terms "first party" and "second party" shall include singular and plural, heirs, legal representatives, and assigns of individuals, and the successors and assigns of corporations, wherever the context so admits or requires.)

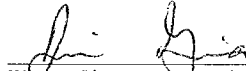
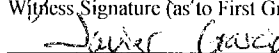
Witnesseth, That the said first party, for and in consideration of the sum \$10.00 (Ten and no/100) in hand paid by the said second party, the receipt whereof is hereby acknowledged, does hereby remise, release and quit-claim unto the said second party forever, all the right, title, interest, claim and demand which the said first party has in and to the following described lot, piece or parcel of land, situate, lying and being in the County of Miami-Dade State of Florida, to-wit:

Lots 16, 17 and 18 in Block 27, CORAL GABLES COCONUT GROVE SECTION, Part 1, according to the plat thereof, recorded in Plat Book 14 at Page 25 of the Public records of Dade County, Florida, a/k/a 312 Viscaya Avenue, Coral Gables, Florida

To Have and to Hold The same together with all and singular the appurtenances thereunto belonging or in anywise appertaining, and all the estate, right, title, interest, lien, equity and claim whatsoever of the said first party, either in law or equity, to the only proper use, benefit and behoof of the said second party forever.

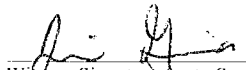
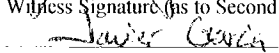
In Witness Whereof, The said first party has signed and sealed these presents the day and year first above written.

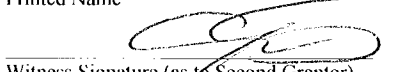
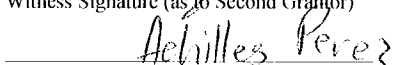
Signed, sealed and delivered in the presence of:

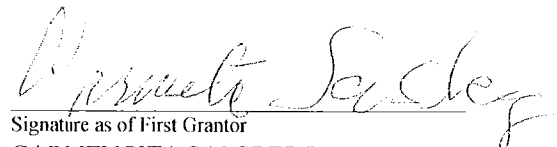

Witness Signature (as to First Grantor)

Printed Name

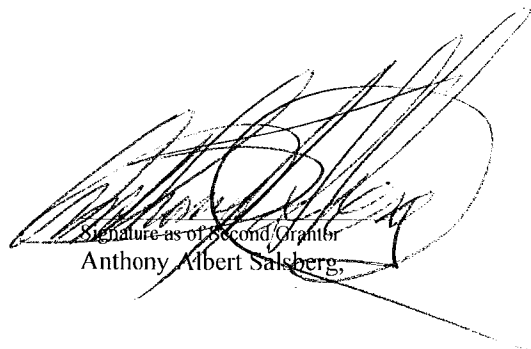

Witness Signature (as to First Grantor)


Printed Name


Witness Signature (as to Second Grantor)

Printed Name


Witness Signature (as to Second Grantor)

Printed Name


Signature as of First Grantor
CARMENCITA SALSBERG,


Signature as of Second Grantor
Anthony Albert Salsberg,

J. Garcia
 Witness Signature (as to Third Grantor)
Javier Garcia
 Printed Name

Achilles Perez
 Witness Signature (as to Third Grantor)
Achilles Perez
 Printed Name

Maria Theresa Salsberg
 Signature as of Third Grantor
 Maria Theresa Salsberg,

STATE OF FLORIDA
 COUNTY OF MIAMI-DADE

Sworn to (or affirmed) and subscribed before me by means of ☒ physical presence or ☐ online notarization, this
6th day of April, 2021, by Carmencita Salsberg, a single woman.

(Notary Seal)



JAVIER GARCIA
 Commission # HH 106140
 Expires March 30, 2025
 Bonded Thru Budget Notary Services

J. Garcia
 Signature of Notary Public State of Florida
Javier Garcia
 Printed Name of Notary

Personally know _____ OR Produced Identification ☒ Type of
 Identification Produced FL state I.D.

STATE OF FLORIDA
 COUNTY OF MIAMI-DADE

Sworn to (or affirmed) and subscribed before me by means of ☒ physical presence or ☐ online notarization, this
6th day of April, 2021, by Anthony Albert Salsberg and Maria Theresa Salsberg, Husband and Wife

(Notary Seal)



JAVIER GARCIA
 Commission # HH 106140
 Expires March 30, 2025
 Bonded Thru Budget Notary Services

J. Garcia
 Signature of Notary Public State of Florida
Javier Garcia
 Printed Name of Notary

Personally know _____ OR Produced Identification ☒ Type of
 Identification Produced FL Driver's License

Requested by and returned to:
American Advisors Group
18200 Von Karman Ave., Suite 300
Irvine, CA 92612

Prepared by: Julia Ross
18200 Von Karman Ave., Suite 300
Irvine, CA 92612

FHA Case Number: 095-5956992-962
Loan Number: 9793768

State of Florida

2021-01-517
MIN: 100940000097937685

ADJUSTABLE RATE MORTGAGE
HOME EQUITY CONVERSION MORTGAGE
THIS MORTGAGE SECURES A REVERSE MORTGAGE LOAN

THIS MORTGAGE ("Security Instrument") is given on **June 11, 2021**. The mortgagor is **CARMENCITA SALSBERG, A Single Woman, and ANTHONY A SALSBERG, and MARIA THERESA SALSBERG, Husband and Wife, as Joint Tenants with Rights of Survivorship**, whose address is **312 Viscaya AVE, Coral Gables, FL 33134** ("Borrower"). The term "Borrower" does not include the Borrower's successors and assigns. This Security Instrument is given to **American Advisors Group** which is organized and existing under the laws of **California**, and whose address is **18200 Von Karman Ave., Suite 300, Irvine, CA 92612** ("Lender"). *The mortgagee under this Security Instrument is Mortgage Electronic Registration Systems, Inc. ("MERS") (solely as nominee for Lender and Lender's successors and assigns) and the successors and assigns of MERS. MERS is a separate corporation that is acting solely as a nominee for Lender and Lender's successors and assigns. 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.* Borrower has agreed to repay to Lender amounts which Lender is obligated to advance, including future advances, under the terms of a Home Equity Conversion Mortgage Adjustable Rate Loan Agreement dated the same date as this Security Instrument ("Loan Agreement"). The agreement to repay is evidenced by Borrower's Note dated the same date as this Security Instrument ("Note"). This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, including all future advances, with interest at a rate subject to adjustment, and all renewals, extensions and modifications of the Note, up to a maximum principal amount of **Nine Hundred Twelve Thousand and 00/100 Dollars (U.S.\$912,000.00)**; (b) the payment of all other sums, with interest, advanced under Paragraph 5 to protect the security of this Security Instrument or otherwise due under the terms of this Security Instrument; and (c) the performance of Borrower's covenants and

American Advisors Group - Company - NMLS #: 9392
Loan Number: 9793768 Created on: June 10, 2021

Loan Originator: Claire Kathleen Novotny
Loan Originator NMLS #: 1516404

Initial Principal Limit: \$ 315,552.00

agreements under this Security Instrument and the Note and Loan Agreement. The full debt, including all amounts described in (a), (b), and (c) above, if not paid earlier, is due and payable on **October 17, 2108**. For this purpose, Borrower does hereby mortgage, grant and convey to Lender, the following described property located in **MIAMI-DADE** County, Florida, which has the address of:

312 Viscaya AVE, Coral Gables, FL 33134, and is described more fully on Exhibit A attached to and hereby incorporated into this Mortgage ("Property Address").

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

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

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

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

1. Payment of Principal and Interest. Borrower shall pay when due the principal of and interest on, the debt evidenced by the Note.

2. Payment of Property Charges. Borrower shall pay all property charges consisting of property taxes, hazard insurance premiums, flood insurance premiums, ground rents, condominium fees, planned unit development fees, homeowner's association fees, and any other special assessments that may be required by local or state law in a timely manner, and shall provide evidence of payment to Lender, unless Lender pays property charges by withholding funds from monthly payments due to the Borrower or by charging such payments to a line of credit as provided for in the Loan Agreement.

3. Fire, Flood and Other Hazard Insurance. Borrower shall insure all improvements on the Property, whether now in existence or subsequently erected, against any hazards, casualties, and contingencies, including but not limited to fire and flood for which Lender requires insurance. Such insurance shall be maintained in the amounts and for the periods that Lender requires, Lender has the discretion to increase or decrease the amount of any insurance required at any time provided the amount is equal to or greater than any minimum required by the Commissioner of Housing and Urban Development ("Commissioner"). Whether or not Lender imposes a flood insurance requirement, Borrower shall at a minimum insure all improvements on the Property, whether now in existence or subsequently erected, against loss by floods to the extent required by the Commissioner. If the Lender imposes insurance requirements, all insurance shall be carried with companies approved by Lender, and the insurance policies and any renewals shall be held by Lender and shall include loss payable clauses in favor of and in a form acceptable to Lender.

In the event of loss, Borrower shall give Lender immediate notice by mail. Lender may make proof of loss if not made promptly by Borrower. Each insurance company concerned is hereby authorized and directed to make

payment for such loss to Lender, instead of to Borrower and Lender jointly. Insurance proceeds shall be applied to restoration or repair of the damaged Property, if the restoration or repair is economically feasible and Lender's security is not lessened. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied first to the reduction of any indebtedness under a Second Note and Second Security Instrument (as described in Paragraph 15) held by the Commissioner on the Property and then to the reduction of the indebtedness under the Note and this Security Instrument. Any excess insurance proceeds over an amount required to pay all outstanding indebtedness under the Note and this Security Instrument shall be paid to the entity legally entitled thereto.

In the event of foreclosure of this Security Instrument or other transfer of title to the Property that extinguishes the indebtedness, all right, title and interest of Borrower in and to insurance policies in force shall pass to the purchaser.

4. Occupancy, Preservation, Maintenance and Protection of the Property; Borrower's Loan Application; Leaseholds. Borrower shall occupy, establish, and use the Property as Borrower's Principal Residence after the execution of this Security Instrument and Borrower (or at least one Borrower, if initially more than one person are Borrowers) shall continue to occupy the Property as Borrower's Principal Residence for the term of the Security Instrument.

Borrower shall not commit waste or destroy, damage or substantially change the Property or allow the Property to deteriorate, reasonable wear and tear excepted. Borrower shall also be in default if Borrower, during the loan application process, gave materially false or inaccurate information or statements to Lender (or failed to provide Lender with any material information) in connection with the Loan evidenced by the Note, including, but not limited to, representations concerning Borrower's occupancy of the Property as a Principal Residence. If this Security Instrument is on a leasehold, Borrower shall comply with the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and fee title shall not be merged unless Lender agrees to merger in writing.

5. Charges to Borrower and Protection of Lender's Rights in the Property. Borrower shall pay all governmental or municipal charges, fines and impositions that are not included in Paragraph 2. Borrower shall pay these obligations on time directly to the entity which is owed the payment. If failure to pay would adversely affect Lender's interest in the Property, upon Lender's request Borrower shall promptly furnish to Lender receipts evidencing these payments. Borrower shall promptly discharge any lien which has priority over this Security Instrument in the manner provided in Paragraph 14(C).

If Borrower fails to make these payments or pay the property charges required by Paragraph 2, or fails to perform any other covenants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect Lender's rights in the Property (such as a proceeding in bankruptcy, for condemnation or to enforce laws or regulations), then Lender may do and pay whatever is necessary to protect the value of the Property and Lender's rights in the Property, including payment of property taxes, hazard insurance and other items mentioned in Paragraph 2.

To protect Lender's security in the Property, Lender shall advance and charge to Borrower all amounts due to the Commissioner for the Mortgage Insurance Premium ("MIP") as defined in the Loan Agreement as well as all sums due to the loan servicer for servicing activities ("Servicing Fee") as defined in the Loan Agreement. Any amounts disbursed by Lender under this Paragraph shall become an additional debt of Borrower as provided for in the Loan Agreement and shall be secured by this Security Instrument.

6. Inspection. Lender or its agent may enter on, inspect or make appraisals of the Property in a reasonable manner and at reasonable times provided that Lender shall give the Borrower notice prior to any inspection or appraisal specifying a purpose for the inspection or appraisal which must be related to Lender's interest in the Property. If the Property is vacant or abandoned or the loan is in default, Lender may take reasonable action to protect and preserve such vacant or abandoned Property without notice to the Borrower.

7. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation, or other taking of any part of the Property, or for conveyance in place of condemnation shall be paid to Lender. The proceeds shall be applied first to the reduction of the indebtedness under the Second Note and Second Security Instrument (as described in Paragraph 15) held by the Commissioner on the Property, and then to the reduction of the indebtedness under the Note and this Security Instrument. Any excess proceeds over an amount required to pay all outstanding indebtedness under the Note and this Security Instrument shall be paid to the entity legally entitled thereto.

8. Fees. Lender may collect fees and charges authorized by the Commissioner.

9. Non-Borrowing Spouse. Borrower, N/A, is married under the laws of to N/A ("Non-Borrowing Spouse"), who is not a Borrower under the terms of the "Note," "Loan Agreement" or this Security Instrument.

(A) Eligible Non-Borrowing Spouse. A Non-Borrowing Spouse identified by the Borrower who meets, and continues to meet, the Qualifying Attributes requirements established by the Commissioner that the Non-Borrowing Spouse must satisfy in order to be eligible for the Deferral Period.

(B) Ineligible Non-Borrowing Spouse. A Non-Borrowing Spouse who does not meet the Qualifying Attributes requirements established by the Commissioner that the Non-Borrowing Spouse must satisfy in order to be eligible for the Deferral Period.

10. Grounds for Acceleration of Debt.

(A) Due and Payable – Death.

(i) Except as provided in Paragraph 10(A)(ii), Lender may require immediate payment in full of all sums secured by this Security Instrument if a Borrower dies and the Property is not the Principal Residence of at least one surviving Borrower.

(ii) Lender shall defer the Due and Payable requirement under Paragraph 10(A)(i) above for any period of time ("Deferral Period") in which a Non-Borrowing Spouse identified in Paragraph 9 qualifies as an Eligible Non-Borrowing Spouse and certifies all of the following conditions are, and continue to be, met:

- a Such Eligible Non-Borrowing Spouse remained the spouse of the identified Borrower for the duration of such Borrower's lifetime;
- b Such Eligible Non-Borrowing Spouse has occupied, and continues to occupy, the Property as [his/her] Principal Residence;
- c Such Eligible Non-Borrowing Spouse has established legal ownership or other ongoing legal right to remain in the Property;
- d All other obligations of the Borrower under the Note, the Loan Agreement and this Security

Instrument continue to be satisfied; and

- e The Note is not eligible to be called due and payable for any other reason.

This sub-paragraph (ii) is inapplicable or null and void if an Eligible Non-Borrowing Spouse is or becomes an Ineligible Non-Borrowing Spouse at any time. Further, during a deferral of the due and payable status, should any of the conditions for deferral cease to be met such a deferral shall immediately cease and the Note will become immediately due and payable in accordance with the provisions of Paragraph 7 (A)(i) of the Note.

(B) Due and Payable - Sale. Lender may require immediate payment in full of all sums secured by this Security Instrument if all of a Borrower's title in the Property (or his or her beneficial interest in a trust owning all or part of the Property) is sold or otherwise transferred and no other Borrower retains title to the Property in fee simple, or retains a leasehold under a lease for not less than 99 years which is renewable or a lease having a remaining period of not less than 50 years beyond the date of the 100th birthday of the youngest Borrower, or retains a life estate in the Property (or retaining a beneficial interest in a trust with such an interest in the Property). A deferral of due and payable status is not permitted when a Lender requires immediate payment in full under this paragraph.

(C) Due and Payable with Commissioner Approval. Lender may require immediate payment in full of all sums secured by this Security Instrument, upon approval of the Commissioner, if:

- (i) The Property ceases to be the Principal Residence of a Borrower for reasons other than death and the Property is not the Principal Residence of at least one other Borrower; or
- (ii) For a period of longer than twelve (12) consecutive months, a Borrower fails to occupy the Property because of physical or mental illness and the Property is not the Principal Residence of at least one other Borrower; or
- (iii) An obligation of the Borrower under this Security Instrument is not performed.

A deferral of due and payable is not permitted when a Lender requires immediate payment in full under Paragraph 10(C).

(D) Notice and Certification to Lender. Borrower shall complete and provide to the Lender on an annual basis a certification, in a form prescribed by the Lender, stating whether the Property remains the Borrower's Principal Residence and, if applicable, the Principal Residence of his or her Non-Borrowing Spouse. Where a Borrower has identified a Non-Borrowing Spouse in Paragraph 9 and the identified Non-Borrowing Spouse qualifies as an Eligible Non-Borrowing Spouse the Borrower shall also complete and provide to the Lender on an annual basis an Eligible Non-Borrowing Spouse certification, in a form prescribed by the Lender, certifying that all requirements for the application of a Deferral Period continue to apply and continue to be met. During a Deferral Period, the annual Principal Residence certification must continue to be completed and provided to the Lender by the Eligible Non-Borrowing Spouse. The Borrower shall also notify Lender whenever any of the events listed in Paragraph 10(B) and (C) occur.

(E) Notice to Commissioner and Borrower. Lender shall notify the Commissioner and Borrower whenever the loan becomes due and payable under Paragraph 10(B) and (C). Lender shall not have the right to commence

foreclosure until Borrower has had thirty (30) days after notice to either:

- (i) Correct the matter which resulted in the Security Instrument coming due and payable; or
- (ii) Pay the balance in full; or
- (iii) Sell the Property for the lesser of the balance or ninety five percent (95%) of the appraised value and apply the net proceeds of the sale toward the balance; or
- (iv) Provide the Lender with a deed in lieu of foreclosure.

(F) Notice to Commissioner and Eligible Non-Borrowing Spouse. Lender shall notify the Commissioner and any Eligible Non-Borrowing Spouse whenever any event listed in Paragraph 10(B) and (C) occurs during a Deferral Period.

(G) Trusts. Conveyance of a Borrower's interest in the Property to a trust which meets the requirements of the Commissioner, or conveyance of a trust's interests in the Property to a Borrower, shall not be considered a conveyance for purposes of this Paragraph 10. A trust shall not be considered an occupant or be considered as having a Principal Residence for purposes of this Paragraph 10.

(H) Mortgage Not Insured. Borrower agrees that should this Security Instrument and the Note not be eligible for insurance under the National Housing Act within eight (8) months from the date hereof, Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument. A written statement of any authorized agent of the Commissioner dated subsequent to eight (8) months from the date hereof, declining to insure this Security Instrument and the Note, shall be deemed conclusive proof of such ineligibility. Notwithstanding the foregoing, this option may not be exercised by Lender when the unavailability of insurance is solely due to Lender's failure to remit a mortgage insurance premium to the Commissioner.

11. No Deficiency Judgments. Borrower shall have no personal liability for payment of the debt secured by this Security Instrument. Lender may enforce the debt only through sale of the Property. Lender shall not be permitted to obtain a deficiency judgment against Borrower if the Security Instrument is foreclosed. If this Security Instrument is assigned to the Commissioner upon demand by the Commissioner, Borrower shall not be liable for any difference between the mortgage insurance benefits paid to Lender and the outstanding indebtedness, including accrued interest, owed by Borrower at the time of the assignment.

12. Reinstatement. Borrower has a right to be reinstated if Lender has required immediate payment in full. This right applies even after foreclosure proceedings are instituted. To reinstate this Security Instrument, Borrower shall correct the condition which resulted in the requirement for immediate payment in full. Foreclosure costs and reasonable and customary attorneys' fees and expenses properly associated with the foreclosure proceeding shall be added to the principal balance. Upon reinstatement by Borrower, this Security Instrument and the obligations that it secures shall remain in effect as if Lender had not required immediate payment in full. However, Lender is not required to permit reinstatement if: (i) Lender has accepted reinstatement after the commencement of foreclosure proceedings within two (2) years immediately preceding the commencement of a current foreclosure proceeding, (ii) reinstatement will preclude foreclosure on different grounds in the future, or (iii) reinstatement will adversely affect the priority of the Security Instrument.

13. Deferral Period Reinstatement. If a Deferral Period ceases or becomes unavailable because a Non-Borrowing Spouse no longer satisfies the Qualifying Attributes for a Deferral Period and has become an Ineligible Non-Borrowing Spouse, neither the Deferral Period nor the Security Instrument may be reinstated. In the event a Deferral Period ceases because an obligation of the Note, the Loan Agreement or this Security Instrument has not been met or the Note has become eligible to be called due and payable and is in default for a reason other than death, an Eligible Non-Borrowing Spouse may have a Deferral Period and this Security Instrument reinstated provided that the condition which resulted in the Deferral Period ceasing is corrected within thirty (30) days. A Lender may require the Eligible Non-Borrowing Spouse to pay for foreclosure costs and reasonable and customary attorney's fees and expenses properly associated with the foreclosure proceeding, such costs may not be added to the Principal Balance. Upon reinstatement by an Eligible Non-Borrowing Spouse, the Deferral Period and this Security Instrument and the obligations that it secures shall remaining effect as if the Deferral Period had not ceased and the Lender had not required immediate payment in full. However, Lender is not required to permit reinstatement if: (i) the Lender has accepted a reinstatement of either the Deferral Period or this Security Instrument within the past two (2) years immediately preceding the current notification to the Eligible Non-Borrowing Spouse that the mortgage is due and payable; (ii) reinstatement of either the Deferral Period or this Security Instrument will preclude foreclosure in the future, or (iii) reinstatement of either the Deferral Period or Security Instrument will adversely affect the priority of the Security Instrument.

14. First Lien Status

(A) Modification. Borrower agrees to extend this Security Instrument in accordance with this Paragraph 14(A). If Lender determines that the original lien status of the Security Instrument is jeopardized under state law (including but not limited to situations where the amount secured by the Security Instrument equals or exceeds the maximum principal amount stated or the maximum period under which loan advances retain the same lien priority initially granted to loan advances has expired) and state law permits the original lien status to be maintained for future loan advances through the execution and recordation of one or more documents, then Lender shall obtain title evidence at Borrower's expense. If the title evidence indicates that the Property is not encumbered by any liens (except this Security Instrument, the Second Security Instrument described in Paragraph 15(A) and any subordinate liens that the Lender determines will also be subordinate to any future loan advances), Lender shall request the Borrower to execute any documents necessary to protect the lien status of future loan advances. Borrower agrees to execute such documents. If state law does not permit the original lien status to be extended to future loan advances, Borrower will be deemed to have failed to have performed an obligation under this Security Instrument.

(B) Tax Deferral Programs. Borrower shall not participate in a real estate tax deferral program, if any liens created by the tax deferral are not subordinate to this Security Instrument.

(C) Prior Liens. 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; (b) contests in good faith the lien by, or defends against enforcement of the lien in, legal proceedings which in the Lender's opinion operate to prevent the enforcement of the lien or forfeiture of any part of the Property; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to all amounts secured by this Security Instrument. If Lender determines that any part of the Property is subject to a lien which may attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Borrower shall satisfy the lien or take one or more of the actions set forth above within ten (10) days of the giving of notice.

15. Relationship to Second Security Instrument.

(A) Second Security Instrument. In order to secure payments which the Commissioner may make to or on behalf of Borrower pursuant to Section 255(i)(1)(A) of the National Housing Act and the Loan Agreement, the Commissioner has required Borrower to execute a Second Note and a Second Security Instrument on the Property.

(B) Relationship of First and Second Security Instruments. Payments made by the Commissioner shall not be included in the debt under the Note unless:

- (i) This Security Instrument is assigned to the Commissioner; or
- (ii) The Commissioner accepts reimbursement by the Lender for all payments made by the Commissioner.

If the circumstances described in (i) or (ii) occur, then all payments by the Commissioner, including interest on the payments, but excluding late charges paid by the Commissioner, shall be included in the debt under the Note.

(C) Effect on Borrower. Where there is no assignment or reimbursement as described in (B)(i) or (ii) and the Commissioner makes payments to Borrower, then Borrower shall not:

- (i) Be required to pay amounts owed under the Note, or pay any rents and revenues of the Property under Paragraph 23 to Lender or a receiver of the Property, until the Commissioner has required payment in full of all outstanding principal and accrued interest under the Second Note; or
- (ii) Be obligated to pay interest or shared appreciation under the Note at any time, whether accrued before or after the payments by the Commissioner, and whether or not accrued interest has been included in the principal balance under the Note.

(D) No Duty of the Commissioner. The Commissioner has no duty to Lender to enforce covenants of the Second Security Instrument or to take actions to preserve the value of the Property, even though Lender may be unable to collect amounts owed under the Note because of restrictions in this Paragraph 15.

16. Forbearance by Lender Not a Waiver. Any forbearance by Lender in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.

17. Successors and Assigns Bound; Joint and Several Liability. The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lender. Borrower may not assign any rights or obligations under this Security Instrument or under the Note, except to a trust that meets the requirements of the Commissioner. Borrower's covenants and agreements shall be joint and several.

Notwithstanding anything to the contrary herein, upon the death of the last surviving Borrower, the Borrower's successors and assigns will be bound to perform Borrower's obligations under this Security Instrument.

18. Notices. Any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by mailing it by first class mail unless applicable law requires use of another method. The notice shall be directed to the Property Address or any other address all Borrowers jointly designate. Any notice to Lender shall be given by

first class mail to Lender's address stated herein or any address Lender designates by notice to Borrower. Any notice to a Non-Borrowing Spouse provided for in this Security Instrument shall be given by delivering it or by mailing it by first class mail unless applicable law requires use of another method. The notice shall be directed to the Property Address. Any notice provided for in this Security Instrument shall be deemed to have been given to Borrower, Lender or Non-Borrowing Spouse when given as provided in this Paragraph 18.

19. Governing Law; Severability. This Security Instrument shall be governed by Federal law and the law of the jurisdiction in which the Property is located. 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. To this end the provisions of this Security Instrument and the Note are declared to be severable.

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

21. Third-Party Beneficiary. Except as set forth in Paragraph 10(A)(ii) and only for an Eligible Non-Borrowing Spouse in the Security Instrument does not and is not intended to confer any rights or remedies upon any person other than the parties. Borrower agrees that it is not a third-party beneficiary to the Contract of Insurance between HUD and Lender.

22. Capitalized Terms. Capitalized terms not defined in this Security Instrument shall have the meanings ascribed to them in the Loan Agreement.

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

23. Assignment of Rents. Borrower unconditionally assigns and transfers to Lender all the rents and revenues of the Property. Borrower authorizes Lender or Lender's agents to collect the rents and revenues and hereby directs each tenant of the Property to pay the rents to Lender or Lender's agents. However, prior to Lender's Notice to Borrower of Borrower's breach of any covenant or agreement in the Security Instrument, Borrower shall collect and receive all rents and revenues of the Property as trustee for the benefit of Lender and Borrower. This assignment of rents constitutes an absolute assignment and not an assignment for additional security only.

If Lender gives notice of breach to Borrower: (a) all rents received by Borrower shall be held by Borrower as trustee for benefit of Lender only, to be applied to the sums secured by this Security Instrument; (b) Lender shall be entitled to collect and receive all of the rents of the Property; and (c) each tenant of the Property shall pay all rents due and unpaid to Lender or Lender's agent on Lender's written demand to the tenant.

Borrower has not executed any prior assignment of the rents and has not and will not perform any act that would prevent Lender from exercising its rights under this Paragraph 23.

Lender shall not be required to enter upon, take control of or maintain the Property before or after giving notice of breach to Borrower. However, Lender or a judicially appointed receiver may do so at any time there is a breach. Any application of rents shall not cure or waive any default or invalidate any other right or remedy of Lender. This assignment of rents of the Property shall terminate when the debt secured by this Security Instrument is paid in full.

24. Foreclosure Procedure. If Lender requires immediate payment in full under Paragraph 10, Lender may

foreclose this Security Instrument by judicial proceeding. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this Paragraph 24, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

25. Lien Priority. The full amount secured by this Security Instrument shall have the same priority over any other liens on the Property as if the full amount had been disbursed on the date the initial disbursement was made, regardless of the actual date of any disbursement. The amount secured by this Security Instrument shall include all direct payments by Lender to Borrower and all other loan advances permitted by this Security Instrument for any purpose. This lien priority shall apply notwithstanding any State constitution, law or regulation, except that this lien priority shall not affect the priority of any liens for unpaid State or local governmental unit special assessments or taxes.

26. Adjustable Rate Feature. Under the Note, the initial stated interest rate of **One and 880/1000's** percent (1.880%) which accrues on the unpaid principal balance ("Initial Interest Rate") is subject to change, as described below. When the interest rate changes, the new adjusted interest rate will be applied to the total outstanding principal balance. Each adjustment to the interest rate will be based upon the weekly average yield on United States Treasury securities adjusted to a constant maturity of one year ("Index") plus a margin. The Index is published in the Federal Reserve Board's Data Download Program (DDP) and made available by the Board of Governors of the Federal Reserve System in Statistical Release H.15 (519). If the Index is no longer available, Lender will be required to use any index prescribed by the Department of Housing and Urban Development. The new index will have a historical movement substantially similar to the original index, and the new index and margin will result in an annual percentage rate that is substantially similar to the rate in effect at the time the original index becomes unavailable.

Lender will perform the calculations described below to determine the new adjusted interest rate. The interest rate may change on the first day of **08/01/2021 and on the first day of each succeeding month**, ("Change Date") until the loan is repaid in full. "Change Date" means each date in which the interest rate could change.

The value of the Index will be determined, using the most recent Index figure available thirty (30) days before the Change Date ("Current Index"). Before each Change Date, the new interest rate will be calculated by adding a margin to the Current Index. The sum of the margin plus the Current Index, subject to the rate limitations below, will be called the "Calculated Interest Rate" for each Change Date. The Calculated Interest Rate will be compared to the interest rate in effect immediately prior to the current Change Date (the "Existing Interest Rate").

The interest rate will never increase above 6.880%.

The Calculated Interest Rate will be adjusted if necessary to comply with the rate limitation(s) described above and will be in effect until the next Change Date. At any change date, if the Calculated Interest Rate equals the Existing Interest Rate, the interest rate will not change.

27. Release. Upon payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument without charge to Borrower. Borrower shall pay any recordation costs.

28. Attorneys' Fees. As used in this Security Instrument and the Note, "attorneys' fees" shall include any attorneys' fees awarded by an appellate court.

29. Jury Trial Waiver. 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 and Agreement.

30. Obligatory Loan Advances. Lender's responsibility to make Loan Advances under the terms of the Loan Agreement, including Loan Advances of principal to Borrower as well as Loan Advances for interest, MIP, Servicing Fees, and other charges shall be obligatory.

31. Nominee Capacity of MERS. MERS serves as mortgagee of record and secured party solely as nominee, in an administrative capacity, for Lender and its successors and assigns and holds legal title to the interests granted, assigned, and transferred herein. All payments or deposits with respect to the Secured Obligations shall be made to Lender, all advances under the Loan Documents shall be made by Lender, and all consents, approvals, or other determinations required or permitted of Mortgagee herein shall be made by Lender. MERS shall at all times comply with the instructions of Lender and its successors and assigns. If necessary to comply with law or custom, MERS (for the benefit of Lender and its successors and assigns) may be directed by Lender to exercise any or all of those interests, including without limitation, the right to foreclose and sell the Property, and take any action required of Lender, including without limitation, a release, discharge or reconveyance of this Security Instrument. Subject to the foregoing, all references herein to "Mortgagee" shall include Lender and its successors and assigns.

32. Riders to this Security Instrument. If one or more riders are executed by Borrower and recorded together with this Security Instrument, the covenants and agreements of each such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument. [Check all riders that are applicable].

<input type="checkbox"/>	Condominium Rider	<input type="checkbox"/>	PUD Rider
<input type="checkbox"/>	Shared Appreciation Rider	<input type="checkbox"/>	Other

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

Witnesses: _____

Carmencita Salsberg
CARMENCITA SALSBERG (Borrower)

Maria Theresa Salsberg
MARIA THERESA SALSBERG (Borrower)

Anthony A Salsberg
ANTHONY A SALSBERG (Borrower)

6/11/2021
Date

6/11/2021
Date

6/11/2021
Date

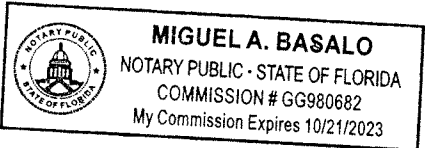
STATE OF FLORIDA
COUNTY OF MIAMI-DADE

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this **June 11, 2021** by **CARMENCITA SALSBERG and MARIA THERESA SALSBERG and ANTHONY A SALSBERG**, who is personally known to me or who has produced DRIVERS LIC as identification.

[Signature]
(Signature of person taking acknowledgment)

MIGUEL A. BASALO
(Name typed, printed or stamped)

NOTARY
(Title or rank)



(Serial number, if any)

EXHIBIT A

Exhibit A to the Mortgage made on June 11, 2021, by CARMENCITA SALSBERG, A Single Woman, and ANTHONY A SALSBERG, and MARIA THERESA SALSBERG, Husband and Wife, as Joint Tenants with Rights of Survivorship. (Borrower) for the benefit of American Advisors Group (Lender). The Property is located in the county of **MIAMI-DADE**, state of **FL**, and is described as follows:

Description of Property

APN Number: 03-4117-007-3700

LEGAL DESCRIPTION ATTACHED

American Advisors Group - Company - NMLS #: 9392
Loan Number: 9793768 Created on: June 10, 2021

Loan Originator: Claire Kathleen Novotny
Loan Originator NMLS #: 1516404

Exhibit A

LOTS 16, 17 AND 18 IN BLOCK 27, CORAL GABLES COCONUT GROVE SECTION, PART 1, ACCORDING TO THE PLAT THEREOF, RECORDED IN PLAT BOOK 14 AT PAGE 25 OF THE PUBLIC RECORDS OF DADE COUNTY, FLORIDA, A/K/A 312 VISCAYA AVENUE, CORAL GABLES, FLORIDA.

Being the same property conveyed to Carmencita Salsberg, a single woman, Anthony A. Salsberg and Maria Theresa Salsberg, husband and wife, as Joint Tenants with the Right of Survivorship from Carmencita Salsberg, a single woman, Anthony Albert Salsberg and Maria Theresa Salsberg, husband and wife by Quit Claim Deed dated April 8, 2021 and recorded May 3, 2021 among the Land Records of Miami-Dade County, State of Florida in Book 32482, Page 2860 Instrument No. .

Tax Account #: 03-4117-007-3700

Requested by and returned to:

American Advisors Group
18200 Von Karman Ave., Suite 300
Irvine, CA 92612

Prepared by: Julia Ross
18200 Von Karman Ave., Suite 300
Irvine, CA 92612

FHA Case Number: 095-5956992-962

Loan Number: 9793768

MIN: 100940000097937685

2021-01-517

State of Florida

ADJUSTABLE RATE MORTGAGE
HOME EQUITY CONVERSION SECOND MORTGAGE
THIS MORTGAGE SECURES A REVERSE MORTGAGE LOAN
THIS IS A MORTGAGE TO THE FEDERAL GOVERNMENT AND IS EXEMPT FROM TAXES

THIS MORTGAGE ("Security Instrument" or "Second Security Instrument") is given on **June 11, 2021**. The mortgagor is **CARMENCITA SALSBERG, A Single Woman, and ANTHONY A SALSBERG, and MARIA THERESA SALSBERG, Husband and Wife, as Joint Tenants with Rights of Survivorship.**, whose address is **312 Viscaya AVE, Coral Gables, FL 33134** ("Borrower"). The term "Borrower" does not include the Borrower's successors and assigns. This Security Instrument is given to the Commissioner of Housing and Urban Development, whose address is 451 Seventh Street, S.W., Washington, DC 20410 ("Lender" or "Commissioner"). Borrower has agreed to repay to Lender amounts which Lender is obligated to advance, including future advances, under the terms of a Home Equity Conversion Mortgage Adjustable Rate Loan Agreement dated the same date as this Security Instrument ("Loan Agreement"). The agreement to repay is evidenced by Borrower's Adjustable Rate Second Note dated the same date as this Security Instrument ("Second Note"). This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Second Note, including all future advances, with interest at a rate subject to adjustment, and all renewals, extensions and modifications of the Second Note, up to a maximum principal amount of **Nine Hundred Twelve Thousand and 00/100 Dollars (U.S.\$912,000.00)**; (b) the payment of all other sums, with interest, advanced under Paragraph 5 to protect the security of this Security Instrument or otherwise due under the terms of this Security Instrument; and (c) the performance of Borrower's covenants and agreements under this Security Instrument and the Second Note and the Loan Agreement. The full debt, including all amounts described in (a), (b), and (c) above, if not paid earlier, is due and payable on **October 17, 2108**. For this purpose, Borrower does hereby mortgage, grant and convey to Lender, the following described property located in **MIAMI-DADE**

American Advisors Group - Company - NMLS #: 9392
Loan Number: 9793768 Created on: June 10, 2021

Loan Originator: Claire Kathleen Novotny
Loan Originator NMLS #: 1516404

Initial principal limit: \$315,552.00

County, Florida, which has the address of:

312 Viscaya AVE, Coral Gables, FL 33134, and is described more fully on Exhibit A attached to and hereby incorporated into this Mortgage ("Property Address").

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

BORROWER COVENANTS that Borrower is lawfully seised of the estate hereby conveyed and has the right to grant and convey the Property and that the Property is only encumbered by a First Security Instrument given by Borrower and dated the same date as this Security Instrument ("First Security Instrument"). Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

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

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

1. Payment of Principal and Interest. Borrower shall pay when due the principal of, and interest on, the debt evidenced by the Second Note.

2. Payment of Property Charges. Borrower shall pay all property charges consisting of property taxes, hazard insurance premiums, flood insurance premiums, ground rents, condominium fees, planned unit development fees, homeowner's association fees, and any other special assessments that may be required by local or state law in a timely manner, and shall provide evidence of payment to Lender, unless Lender pays property charges by withholding funds from monthly payments due to the Borrower or by charging such payments to a line of credit as provided for in accordance with the Loan Agreement.

3. Fire, Flood and Other Hazard Insurance. Borrower shall insure all improvements on the Property, whether now in existence or subsequently erected, against any hazards, casualties, and contingencies, including but not limited to fire and flood, for which Lender requires insurance. Such insurance shall be maintained in the amounts and for the periods that Lender requires; Lender has the discretion to increase or decrease the amount of any insurance required at any time provided the amount is equal to or greater than any minimum required by the Commissioner of Housing and Urban Development ("Commissioner"). Whether or not Lender imposes a flood insurance requirement, Borrower shall at a minimum insure all improvements on the Property, whether now in existence or subsequently erected, against loss by floods to the extent required by the Commissioner. All insurance shall be carried with companies approved by Lender. The insurance policies and any renewals shall be held by Lender and shall include loss payable clauses in favor of, and in a form acceptable to, Lender.

In the event of loss, Borrower shall give Lender immediate notice by mail. Lender may make proof of loss if not made promptly by Borrower. Each insurance company concerned is hereby authorized and directed to make payment for such loss to Lender, instead of to Borrower and Lender jointly. Insurance proceeds shall be applied to restoration or repair of the damaged Property, if the restoration or repair is economically feasible and Lender's security is not lessened. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied first to the reduction of any indebtedness under the Second Note

and this Security Instrument and then to the reduction of the indebtedness under the First Note and First Security Instrument. Any excess insurance proceeds over an amount required to pay all outstanding indebtedness under the Second Note and this Security Instrument and the First Note and First Security Instrument shall be paid to the entity legally entitled thereto.

In the event of foreclosure of this Security Instrument or other transfer of title to the Property that extinguishes the indebtedness, all right, title and interest of Borrower in and to insurance policies in force shall pass to the purchaser.

4. Occupancy, Preservation, Maintenance and Protection of the Property; Borrower's Loan Application; Leaseholds. Borrower shall occupy, establish, and use the Property as Borrower's Principal Residence after the execution of this Security Instrument and Borrower (or at least one Borrower, if initially more than one person are Borrowers) and shall continue to occupy the Property as Borrower's Principal Residence for the term of the Security Instrument.

Borrower shall not commit waste or destroy, damage or substantially change the Property or allow the Property to deteriorate, reasonable wear and tear excepted. Borrower shall also be in default if Borrower, during the loan application process, gave materially false or inaccurate information or statements to Lender (or failed to provide Lender with any material information) in connection with the Loan evidenced by the Note, including, but not limited to, representations concerning Borrower's occupancy of the Property as a Principal Residence. If this Security Instrument is on a leasehold, Borrower shall comply with the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and fee title shall not be merged unless Lender agrees to merger in writing.

5. Charges to Borrower and Protection of Lender's Rights in the Property. Borrower shall pay all governmental or municipal charges, fines and impositions that are not included in Paragraph 2. Borrower shall pay these obligations on time directly to the entity which is owed the payment. If failure to pay would adversely affect Lender's interest in the Property, upon Lender's request Borrower shall promptly furnish to Lender receipts evidencing these payments. Borrower shall promptly discharge any lien which has priority over this Security Instrument in the manner provided in Paragraph 14(C).

If Borrower fails to make these payments or pay the property charges required by Paragraph 2, or fails to perform any other covenants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect Lender's rights in the Property (such as a proceeding in bankruptcy, for condemnation or to enforce laws or regulations), then Lender may do and pay whatever is necessary to protect the value of the Property and Lender's rights in the Property, including payment of property taxes, hazard insurance and other items mentioned in Paragraph 2.

To protect Lender's security in the Property, Lender shall advance and charge to Borrower all amounts due to the Commissioner for the Mortgage Insurance Premium ("MIP") as defined in the Loan Agreement as well as all sums due to the loan servicer for servicing activities ("Servicing Fee") as defined in the Loan Agreement. Any amounts disbursed by Lender under this Paragraph shall become an additional debt of Borrower as provided for in the Loan Agreement and shall be secured by this Security Instrument.

6. Inspection. Lender or its agent may enter on, inspect or make appraisals of the Property in a reasonable manner and at reasonable times provided that Lender shall give the Borrower notice prior to any inspection or appraisal specifying a purpose for the inspection or appraisal which must be related to Lender's interest in the Property. If the Property is vacant or abandoned or the loan is in default, Lender may take reasonable action to

protect and preserve such vacant or abandoned Property without notice to the Borrower.

7. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of any part of the Property, or for conveyance in place of condemnation, shall be paid to Lender. The proceeds shall be applied first to the reduction of any indebtedness under the Second Note and this Security Instrument and then to the reduction of the indebtedness under the First Note and First Security Instrument. Any excess proceeds over an amount required to pay all outstanding indebtedness under the Second Note and this Security Instrument and the First Note and First Security Instrument shall be paid to the entity legally entitled thereto.

8. Fees. Lender may collect fees and charges authorized by the Commissioner.

9. Non-Borrowing Spouse. Borrower, N/A, is married under the laws of to N/A ("Non-Borrowing Spouse"), who is not a Borrower under the terms of the "Second Note," "Loan Agreement" or this Security Instrument.

(A) Eligible Non-Borrowing Spouse. A Non-Borrowing Spouse identified by the Borrower who meets, and continues to meet, the Qualifying Attributes requirements established by the Commissioner that the Non-Borrowing Spouse must satisfy in order to be eligible for the Deferral Period.

(B) Ineligible Non-Borrowing Spouse. A Non-Borrowing Spouse who does not meet the Qualifying Attributes requirements established by the Commissioner that the Non-Borrowing Spouse must satisfy in order to be eligible for the Deferral Period.

10. Grounds for Acceleration of Debt.

(A) Due and Payable – Death.

(i) Except as provided in Paragraph 10(A)(ii), Lender may require immediate payment in full of all sums secured by this Security Instrument if a Borrower dies and the Property is not the Principal Residence of at least one surviving Borrower, or

(ii) Lender shall defer the Due and Payable requirement under Paragraph 10(A)(i) above for any period of time ("Deferral Period") in which a Non-Borrowing Spouse identified in Paragraph 9 qualifies as an Eligible Non-Borrowing Spouse resides in the Property as [his/her] Principal Residence and all of the following conditions are, and continue to be, met:

- a. Such Eligible Non-Borrowing Spouse remained the spouse of the identified Borrower for the duration of such Borrower's lifetime;
- b. Such Eligible Non-Borrowing Spouse has occupied, and continues to occupy, the Property securing as [his/her] Principal Residence;
- c. Such Eligible Non-Borrowing Spouse has established legal ownership or other ongoing legal right to remain in the Property;
- d. All other obligations of the Borrower under the Second Note, the Loan Agreement and this Security Instrument continue to be satisfied; and
- e. The Second Note is not eligible to be called due and payable for any other reason.

This sub-paragraph (ii) is inapplicable or null and void if an Eligible Non-Borrowing Spouse is or becomes an Ineligible Non-Borrowing Spouse at any time. Further, during a deferral of the due and payable status, should any of the conditions for deferral cease to be met such a deferral shall

immediately cease and the Note will become immediately due and payable in accordance with the provisions of Paragraph 7(A)(i) of the Note.

(B) Due and Payable - Sale. Lender may require immediate payment in full of all sums secured by this Security Instrument if all of a Borrower's title in the Property (or his or her beneficial interest in a trust owning all or part of the Property) is sold or otherwise transferred and no other Borrower retains title to the Property in fee simple, or retains a leasehold under a lease for not less than 99 years which is renewable or a lease having a remaining period of not less than 50 years beyond the date of the 100th birthday of the youngest Borrower, or retains a life estate (or retaining a beneficial interest in a trust with such an interest in the Property). A deferral of due and payable status is not permitted when a Lender requires immediate payment in full under this Paragraph.

(C) Due and Payable with Commissioner Approval. Lender may require immediate payment in full of all sums secured by this Security Instrument, upon approval of the Commissioner, if:

- (i) The Property ceases to be the Principal Residence of a Borrower for reasons other than death and the Property is not the Principal Residence of at least one other Borrower; or
- (ii) For a period of longer than twelve (12) consecutive months, a Borrower fails to occupy the Property because of physical or mental illness and the Property is not the Principal Residence of at least one other Borrower; or
- (iii) An obligation of the Borrower under this Security Instrument is not performed.

A deferral of due and payable is not permitted when a Lender requires immediate payment in full under Paragraph 10(C).

(D) Notice to and Certification to Lender. Borrower shall complete and provide to the Lender on an annual basis a certification, in a form prescribed by the Lender, stating whether the property remains the Borrower's principal residence and, if applicable, the Principal Residence of his or her Non-Borrowing Spouse. Where a Borrower has identified a Non-Borrowing Spouse in Paragraph 9 and the identified Non-Borrowing Spouse qualifies as an Eligible Non-Borrowing Spouse, the Borrower shall also complete and provide to the Lender on an annual basis an Eligible Non-Borrowing Spouse certification, in a form prescribed by the Lender, certifying that all requirements for the application of a Deferral Period continue to apply and continue to be met. During a Deferral Period, the annual Principal Residence certification must continue to be completed and provided to the Lender by the Eligible Non-Borrowing Spouse. The Borrower shall also notify Lender whenever any of the events listed in Paragraph 10(B) and (C) occur.

(E) Notice to Borrower. Lender shall notify Borrower whenever the loan becomes due and payable under Paragraph 10(B) and (C). Lender shall not have the right to commence foreclosure until Borrower has had thirty (30) days after notice to either:

- (i) Correct the matter which resulted in the Security Instrument coming due and payable; or
- (ii) Pay the balance in full; or
- (iii) Sell the Property for the lesser of the balance or ninety-five percent (95%) of the appraised value and apply the net proceeds of the sale toward the balance; or

(iv) Provide the Lender with a deed in lieu of foreclosure.

(F) Notice to Commissioner and Eligible Non-Borrowing Spouse. Lender shall notify the Commissioner and any Non-Borrowing Spouse identified in Paragraph 9 who qualifies as an Eligible Non-Borrowing Spouse whenever any event listed in Paragraph 10(B) and (C) occurs during a Deferral Period.

(G) Trusts. Conveyance of a Borrower's interest in the Property to a trust which meets the requirements of the Commissioner, or conveyance of a trust's interests in the Property to a Borrower, shall not be considered a conveyance for purposes of this Paragraph 10. A trust shall not be considered an occupant or be considered as having a principal residence for purposes of this Paragraph 10.

11. No Deficiency Judgments. Borrower shall have no personal liability for payment of the debt secured by this Security Instrument. Lender may enforce the debt only through sale of the Property. Lender shall not be permitted to obtain a deficiency judgment against Borrower if the Security Instrument is foreclosed.

12. Reinstatement. Borrower has a right to be reinstated if Lender has required immediate payment in full. This right applies even after foreclosure proceedings are instituted. To reinstate this Security Instrument, Borrower shall correct the condition which resulted in the requirement for immediate payment in full. Foreclosure costs and reasonable and customary attorney's fees and expenses properly associated with the foreclosure proceeding shall be added to the Principal Balance. Upon reinstatement by Borrower, this Security Instrument and the obligations that it secures shall remain in effect as if Lender had not required immediate payment in full. However, Lender is not required to permit reinstatement if: (i) Lender has accepted reinstatement after the commencement of foreclosure proceedings within two (2) years immediately preceding the commencement of a current foreclosure proceeding, (ii) reinstatement will preclude foreclosure on different grounds in the future, or (iii) reinstatement will adversely affect the priority of the Security Instrument.

13. Deferral Period Reinstatement. If a Deferral Period ceases or becomes unavailable because a Non-Borrowing Spouse no longer satisfies the Qualifying Attributes for a Deferral Period and has become an Ineligible Non-Borrowing Spouse, neither the Deferral Period nor the Security Instrument may be reinstated. In the event a Deferral Period ceases because an obligation of the Note, the Loan Agreement or this Security Instrument has not been met or the Note has become eligible to be called due and payable and is in default for a reason other than death, an Eligible Non-Borrowing Spouse may have a Deferral Period and this Security Instrument reinstated provided that the condition which resulted in the Deferral Period ceasing is corrected within thirty (30) days. A Lender may require the Eligible Non-Borrowing Spouse to pay for foreclosure costs and reasonable and customary attorney's fees and expenses properly associated with the foreclosure proceeding, such costs may not be added to the Principal Balance. Upon reinstatement by an Eligible Non-Borrowing Spouse, the Deferral Period and this Security Instrument and the obligations that it secures shall remain in effect as if the Deferral Period had not ceased and the Lender had not required immediate payment in full. However, Lender is not required to permit reinstatement if: (i) the Lender has accepted a reinstatement of either the Deferral Period or this Security Instrument within the past two (2) years immediately preceding the current notification to the Eligible Non-Borrowing Spouse that the mortgage is due and payable; (ii) reinstatement of either the Deferral Period or this Security Instrument will preclude foreclosure in the future, or (iii) reinstatement of either the Deferral Period or Security Instrument will adversely affect the priority of the Security Instrument.

14. Lien Status.

(A) Modification. Borrower agrees to extend this Security Instrument in accordance with this Paragraph

14(A). If Lender determines that the original lien status of the Security Instrument is jeopardized under state law (including but not limited to situations where the amount secured by the Security Instrument equals or exceeds the maximum principal amount stated or the maximum period under which loan advances retain the same lien priority initially granted to loan advances has expired) and state law permits the original lien status to be maintained for future loan advances through the execution and recordation of one or more documents, then Lender shall obtain title evidence at Borrower's expense. If the title evidence indicates that the Property is not encumbered by any liens (except the First Security Instrument described in Paragraph 15(A), this Second Security Instrument and any subordinate liens that the Lender determines will also be subordinate to any future loan advances), Lender shall request the Borrower to execute any documents necessary to protect the priority of the lien status of future loan advances. Borrower agrees to execute such documents. If state law does not permit the original lien status to be extended to future loan advances, Borrower will be deemed to have failed to have performed an obligation under this Security Instrument.

(B) Tax Deferral Programs. Borrower shall not participate in a real estate tax deferral program, if any liens created by the tax deferral are not subordinate to this Security Instrument.

(C) Prior Liens. 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; (b) contests in good faith the lien by, or defends against enforcement of the lien in, legal proceedings which in the Lender's opinion operate to prevent the enforcement of the lien or forfeiture of any part of the Property; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to all amounts secured by this Security Instrument. If Lender determines that any part of the property is subject to a lien which may attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Borrower shall satisfy the lien or take one or more of the actions set forth above within ten (10) days of the giving of notice.

15. Relationship to First Security Instrument.

(A) Second Security Instrument. In order to secure payments which the Commissioner may make to or on behalf of Borrower pursuant to Section 255(i)(1)(A) of the National Housing Act and the Loan Agreement, the Commissioner has required Borrower to execute a Second Note and this Second Security Instrument. Borrower has also executed a First Note and First Security Instrument.

(B) Relationship of First and Second Security Instruments. Payments made by the Commissioner shall not be included in the debt under the First Note unless:

- (i) The First Security Instrument is assigned to the Commissioner; or
- (ii) The Commissioner accepts reimbursement by the holder of the First Note for all payments made by the Commissioner.

If the circumstances described in (i) or (ii) occur, then all payments by the Commissioner, including interest on the payments, but excluding late charges paid by the Commissioner, shall be included in the debt under the First Note.

(C) Effect on Borrower. Where there is no assignment or reimbursement as described in (B)(i) or (ii) and the Commissioner makes payments to Borrower, then Borrower shall not:

- (i) Be required to pay amounts owed under the First Note, or pay any rents and revenues of the Property

under Paragraph 24 to the holder of the First Note or a receiver of the Property, until the Commissioner has required payment in full of all outstanding principal and accrued interest under the Second Note; or

(ii) Be obligated to pay interest or shared appreciation under the First Note at any time, whether accrued before or after the payments by the Commissioner, and whether or not accrued interest has been included in the principal balance under the First Note.

(D) No Duty of the Commissioner. The Commissioner has no duty to the holder of the First Note to enforce covenants of the Second Security Instrument or to take actions to preserve the value of the Property, even though the holder of the First Note may be unable to collect amounts owed under the First Note because of restrictions in this Paragraph 15.

16. Restrictions on Enforcement. Notwithstanding anything else in this Security Instrument, the Borrower shall not be obligated to comply with the covenants hereof, and Paragraph 24 shall have no force and effect, whenever there is no outstanding balance under the Second Note.

17. Forbearance by Lender Not a Waiver. Any forbearance by Lender in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.

18. Successors and Assigns Bound; Joint and Several Liability. Borrower may not assign any rights or obligations under this Security Instrument or the Second Note, except to a trust that meets the requirements of the Commissioner. Borrower's covenants and agreements shall be joint and several.

Notwithstanding anything to the contrary herein, upon the death of the last surviving Borrower, the Borrower's successors and assigns will be bound to perform Borrower's obligations under this Security Instrument.

19. Notices. Any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by mailing it by first class mail unless applicable law requires use of another method. The notice shall be directed to the Property Address or any other address all Borrowers jointly designate. Any notice to the Commissioner shall be given by first class mail to the HUD Field Office with jurisdiction over the Property or any other address designated by the Commissioner. Any notice to Non-Borrowing Spouse provided for in this Security Instrument shall be given by delivering it or by mailing it by first class mail unless applicable law requires use of another method. The notice shall be directed to the Property Address. Any notice provided for in this Security Instrument shall be deemed to have been given to Borrower or Lender, or Non-Borrowing Spouse when given as provided in this Paragraph 19.

20. Governing Law; Severability. This Security Instrument shall be governed by Federal law and the law of the jurisdiction in which the Property is located. In the event that any provision or clause of this Security Instrument or the Second Note conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument or the Second Note which can be given effect without the conflicting provision. To this end the provisions of this Security Instrument and the Second Note are declared to be severable.

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

22. Third-Party Beneficiary. Except as set forth in Paragraph 10(A)(ii) and only for an Eligible Non-Borrowing Spouse this Security Instrument does not and is not intended to confer any rights or remedies upon any person other

than the parties. Borrower agrees that it is not a third-party beneficiary to the Contract of Insurance between HUD and the holder of the First Note.

23. Capitalized Terms. Capitalized terms not defined in this Security Instrument shall have the meanings ascribed to them in the Loan Agreement.

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

24. Assignment of Rents. Borrower unconditionally assigns and transfers to Lender all the rents and revenues of the Property. Borrower authorizes Lender or Lender's agents to collect the rents and revenues and hereby directs each tenant of the Property to pay the rents to Lender or Lender's agents. However, prior to Lender's Notice to Borrower of Borrower's breach of any covenant or agreement in the Security Instrument, Borrower shall collect and receive all rents and revenues of the Property as trustee for the benefit of Lender and Borrower. This assignment of rents constitutes an absolute assignment and not an assignment for additional security only.

If Lender gives notice of breach to Borrower: (a) all rents received by Borrower shall be held by Borrower as trustee for benefit of Lender only, to be applied to the sums secured by this Security Instrument; (b) Lender shall be entitled to collect and receive all of the rents of the Property; and (c) each tenant of the Property shall pay all rents due and unpaid to Lender or Lender's agent on Lender's written demand to the tenant.

Borrower has not executed any prior assignment of the rents and has not and will not perform any act that would prevent Lender from exercising its rights under this Paragraph 24, except as provided in the First Security Instrument.

Lender shall not be required to enter upon, take control of or maintain the Property before or after giving notice of breach to Borrower. However, Lender or a judicially appointed receiver may do so at any time there is a breach. Any application of rents shall not cure or waive any default or invalidate any other right or remedy of Lender. This assignment of rents of the Property shall terminate when the debt secured by this Security Instrument is paid in full.

25. Foreclosure Procedure. If Lender requires immediate payment in full under Paragraph 10, Lender may foreclose this Security Instrument by judicial proceeding. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this Paragraph 25, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

26. Lien Priority. The full amount secured by this Security Instrument shall have a lien priority subordinate only to the full amount secured by the First Security Instrument.

27. Adjustable Rate Feature. Under the Note, the initial stated interest rate of **One and 880/1000's** percent (1.880%) which accrues on the unpaid principal balance ("Initial Interest Rate") is subject to change, as described below. When the interest rate changes, the new adjusted interest rate will be applied to the total outstanding principal balance. Each adjustment to the interest rate will be based upon the weekly average yield on United States Treasury securities adjusted to a constant maturity of one year ("Index") plus a margin. The Index is published in the Federal Reserve Board's Data Download Program (DDP) and made available by the Board of Governors of the Federal Reserve System in Statistical Release H.15 (519). If the Index is no longer available, Lender will be required to use any index prescribed by the Department of Housing and Urban Development. The new index will have a historical movement substantially similar to the original index, and the new index and margin will result in an

annual percentage rate that is substantially similar to the rate in effect at the time the original index becomes unavailable.

Lender will perform the calculations described below to determine the new adjusted interest rate. The interest rate may change on the first day of **08/01/2021 and on the first day of each succeeding month**, ("Change Date") until the loan is repaid in full. "Change Date" means each date in which the interest rate could change.

The value of the Index will be determined, using the most recent Index figure available thirty (30) days before the Change Date ("Current Index"). Before each Change Date, the new interest rate will be calculated by adding a margin to the Current Index. The sum of the margin plus the Current Index, subject to the rate limitations below, will be called the "Calculated Interest Rate" for each Change Date. The Calculated Interest Rate will be compared to the interest rate in effect immediately prior to the current Change Date (the "Existing Interest Rate").

The interest rate will never increase above 6.880%.

The Calculated Interest Rate will be adjusted if necessary to comply with the rate limitation(s) described above and will be in effect until the next Change Date. At any change date, if the Calculated Interest Rate equals the Existing Interest Rate, the interest rate will not change.

28. Release. Upon payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument without charge to Borrower. Borrower shall pay any recordation costs.

29. Attorneys' Fees. As used in this Security Instrument and the Note, "attorneys' fees" shall include any attorneys' fees awarded by an appellate court.

30. Jury Trial Waiver. 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 and Agreement.

31. Obligatory Loan Advances. Lender's responsibility to make Loan Advances under the terms of the Loan Agreement, including Loan Advances of principal to Borrower as well as Loan Advances for interest, MIP, Servicing Fees, and other charges shall be obligatory.

32. Riders to this Security Instrument. If one or more riders are executed by Borrower and recorded together with this Security Instrument, the covenants and agreements of each such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument. [Check all riders that are applicable].

<input type="checkbox"/>	Condominium Rider	<input type="checkbox"/>	PUD Rider
<input type="checkbox"/>	Shared Appreciation Rider	<input type="checkbox"/>	Other

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

Witnesses: _____

Signature:

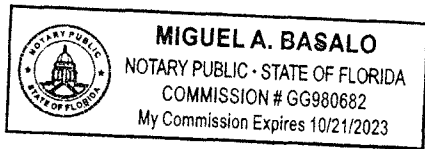
Carmencita Salsberg
CARMENCITA SALSBERG (Borrower)
Maria Theresa Salsberg
MARIA THERESA SALSBERG (Borrower)
Anthony A Salsberg
ANTHONY A SALSBERG (Borrower)

6/11/2021
Date
6/11/2021
Date
6/11/2021
Date

STATE OF FLORIDA
COUNTY OF MIAMI-DADE

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this **June 11, 2021** by **CARMENCITA SALSBERG and MARIA THERESA SALSBERG and ANTHONY A SALSBERG**, who is personally known to me or who has produced Driver's Lic as identification.

[Signature]
(Signature of person taking acknowledgment)
Miguel A. Basalo
(Name typed, printed or stamped)
Notary
(Title or rank)



(Serial number, if any)

EXHIBIT A

Exhibit A to the Mortgage made on June 11, 2021, by CARMENCITA SALSBERG, A Single Woman, and ANTHONY A SALSBERG, and MARIA THERESA SALSBERG, Husband and Wife, as Joint Tenants with Rights of Survivorship. (Borrower) to the Commissioner of Housing and Urban Development, and whose address is 451 Seventh Street, S.W., Washington, DC 20410, (Lender or Commissioner). The Property is located in the county of **MIAMI-DADE**, state of **FL**, and is described as follows:

Description of Property

APN Number: 03-4117-007-3700

LEGAL DESCRIPTION ATTACHED

American Advisors Group - Company - NMLS #: 9392
Loan Number: 9793768 Created on: June 10, 2021

Loan Originator: Claire Kathleen Novotny
Loan Originator NMLS #: 1516404

Exhibit A

LOTS 16, 17 AND 18 IN BLOCK 27, CORAL GABLES COCONUT GROVE SECTION, PART 1, ACCORDING TO THE PLAT THEREOF, RECORDED IN PLAT BOOK 14 AT PAGE 25 OF THE PUBLIC RECORDS OF DADE COUNTY, FLORIDA, A/K/A 312 VISCAYA AVENUE, CORAL GABLES, FLORIDA.

Being the same property conveyed to Carmencita Salsberg, a single woman, Anthony A. Salsberg and Maria Theresa Salsberg, husband and wife, as Joint Tenants with the Right of Survivorship from Carmencita Salsberg, a single woman, Anthony Albert Salsberg and Maria Theresa Salsberg, husband and wife by Quit Claim Deed dated April 8, 2021 and recorded May 3, 2021 among the Land Records of Miami-Dade County, State of Florida in Book 32482, Page 2860 Instrument No. .

Tax Account #: 03-4117-007-3700

s

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

CASE NO.:
PROBATE DIVISION:

IN RE: GUARDIANSHIP OF
CARMENCITA SALSBERG,
RESPONDENT, AN ALLEGED
INCAPACITATED PERSON /

PETITION FOR APPOINTMENT OF CO-GUARDIANS

Petitioners, STEVEN SALSBERG and DEBORAH SALSBERG, by and through the undersigned counsel, hereby file this Petition for Appointment of Co-Guardians for respondent, Carmencita Salsberg, pursuant to section 744.1097, Florida Statutes, and state:

1. Petitioner, proposed guardian Steven Salsberg, is 57 years old, with a home address and mailing address of 4090 Gem Lake Drive, Glen Ridge, Florida 33406. He is the son of the respondent. Petitioner, proposed guardian Deborah Salsberg, is 53 years old, with a home address and mailing address of 20851 SW 246th Street, Homestead, Florida 33031. She is the daughter of the respondent.
2. Respondent, Carmencita Salsberg, is 86 years old. She has a home and mailing address of 312 Viscaya Ave., Coral Gables, Miami-Dade County, Florida 33134. The primary language of the respondent is Spanish.
3. Venue is proper in Miami-Dade County, pursuant to section 744.1097(2), Florida Statutes, as the respondent and incapacitated person resides in Miami-Dade County, Florida.

4. The nature of the incapacity of the respondent is that she has significant dementia as well as being legally blind.

5. The extent of the guardianship requested for the respondent is plenary. The guardianship requested for the respondent is both of the person and property. The following rights are being sought to be removed under section 744.3215, Florida Statutes: a. to contract; b. to sue and defend lawsuits; c. to apply for government benefits; d. to manage property or to make any gift or disposition of property; e. to determine her residence; f. to consent to medical and mental health treatment; and g. to make decisions about her social environment or other social aspects of her life. As such, a determination of plenary incapacity is requested.

6. The nature and value of the property subject to guardianship is as follows: the respondent's interest in her homestead, other personal property and social security and other benefits.

7. Respondent is a widow. Her children/next of kin are petitioners Steven Salsberg and Deborah Salsberg. They live at their respective addresses listed in paragraph one of this Petition.

8. Petitioners propose that they be appointed as co-guardians. They are qualified to serve as co-guardians.

9. The proposed guardians should be appointed because they are next of kin and are in the best position to provide for her care and safety. The son she was living with passed away Tuesday, March 14, 2023. The respondent is now living with his widow and his three adult children. There is known drug use in the house. Members of the household have been convicted of crimes previously. She is being isolated, mistreated, neglected and having her assets pilfered away. There is knowledge also of at least one fall in the last 12 months involving a broken hip. Petitioners have been restricted from seeing respondent.

10. There are no alternatives to the appointment of a guardian, such as trust agreements, powers of attorney, designation of health care surrogate, or other advanced directive, known to petitioner that can suffice to help respondent. A guardianship is needed. Any such documents currently in place needs to be voided, revoked, or judicially declared to be of no effect. Additionally, no bond should be required.

11. These alternatives are not sufficient to help respondent or as possible alternatives to a guardianship of respondent. The reasons these are insufficient alternatives to meet the needs of the respondent are as stated in paragraph 9 above.

12. Petitioners hereby state and take an oath to perform faithfully all the duties of co-guardians and/or emergency temporary co-guardians.

WHEREFORE, this Honorable Court is respectfully requested to appoint petitioners plenary co-guardians of the person and property of respondent, declare the powers of petitioners as co-guardians, and grant such other relief as the court deems just and proper.

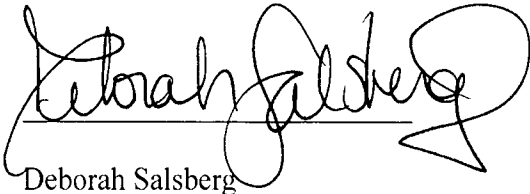
Under penalties of perjury, I declare that I have read the foregoing, and the facts alleged are true, to the best of my knowledge and belief.



Steven Salsberg
4090 Gem Lake Drive
Glen Ridge, Florida 33406
(305) 979-7014

Date: 3-22-23

Under penalties of perjury, I declare that I have read the foregoing, and the facts alleged
are true, to the best of my knowledge and belief.

A handwritten signature in black ink, appearing to read "Deborah Salsberg", written over a horizontal line.

Deborah Salsberg
20851 SW 246th Street
Homestead, Florida 33031
(786) 367-3982

Date: 3-22-2023

JEREMY D. BERTSCH, P.A.
2054 Vista Parkway, Suite 400
West Palm Beach, Florida 33411
Telephone: (561) 847-0467
Fax: (561) 584-7271
/s/ Jeremy D. Bertsch
Florida Bar Number: 0043308
Email: jeremy@bertsch-law.net