



OFFICE OF THE PROPERTY APPRAISER

Summary Report

Generated On : 2/20/2023

Property Information	
Folio:	03-4117-005-4950
Property Address:	333 PALERMO AVE Coral Gables, FL 33134-6607
Owner	RV PALERMO HOLDINGS LLC
Mailing Address	333 PALERMO AVE CORAL GABLES, FL 33134 USA
PA Primary Zone	6600 COMMERCIAL - LIBERAL
Primary Land Use	1913 PROFESSIONAL SERVICE BLDG : OFFICE BUILDING
Beds / Baths / Half	0 / 0 / 0
Floors	1
Living Units	0
Actual Area	Sq.Ft
Living Area	Sq.Ft
Adjusted Area	1,960 Sq.Ft
Lot Size	2,500 Sq.Ft
Year Built	1952



Assessment Information			
Year	2022	2021	2020
Land Value	\$912,500	\$775,000	\$775,000
Building Value	\$196,000	\$196,000	\$196,000
XF Value	\$0	\$0	\$0
Market Value	\$1,108,500	\$971,000	\$971,000
Assessed Value	\$1,108,500	\$971,000	\$971,000

Benefits Information				
Benefit	Type	2022	2021	2020
Note: Not all benefits are applicable to all Taxable Values (i.e. County, School Board, City, Regional).				

Short Legal Description	
C GABLES CRAFTS SEC PB 10-40 LOT 33 BLK 17 LOT SIZE 25.000 X 100 OR 16427-1931 0794 1	

Taxable Value Information			
	2022	2021	2020
County			
Exemption Value	\$0	\$0	\$0
Taxable Value	\$1,108,500	\$971,000	\$971,000
School Board			
Exemption Value	\$0	\$0	\$0
Taxable Value	\$1,108,500	\$971,000	\$971,000
City			
Exemption Value	\$0	\$0	\$0
Taxable Value	\$1,108,500	\$971,000	\$971,000
Regional			
Exemption Value	\$0	\$0	\$0
Taxable Value	\$1,108,500	\$971,000	\$971,000

Sales Information			
Previous Sale	Price	OR Book-Page	Qualification Description
01/15/2021	\$630,000	32310-1192	Atypical exposure to market; atypical motivation
12/21/2016	\$100	30373-3108	Corrective, tax or QCD; min consideration
07/01/1994	\$275,000	16427-1931	Sales which are qualified
05/01/1988	\$0	13669-1230	Sales which are disqualified as a result of examination of the deed

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

Version:

City's Exhibit #1

333 Palermo Ave

<u>Owner (Property Appraiser and Sunbiz principal, mailing, and Registered Agent address)</u> RV PALERMO HOLDINGS LLC c/o Rodrigo Justiniano Registered Agent 333 Palermo Ave Coral Gables, FL 33134-6607	<u>First Mortgagee (mortgagee and FDIC address)</u> Oriental Bank, as successor in interest to Eurobank 254 Munoz Rivera San Juan, PR 00918-1900
<u>Second Mortgagee (mortgage and Sunbiz principal, mailing, and Registered Agent address)</u> Palermo Gables Holdings LLC c/o Lillian Perea Registered Agent 9445 SW 100 ST Miami, FL 33176-3000	<u>Lis Pendens (parties to family law action)</u> Mary E. Peña-Hilzen, Esq. Attorney for Miriam Vanny Callau Peña & Associates, P.A. 7480 Bird Rd, Ste 510 Miami, FL 33155-6638
<u>Lis Pendens (parties to family law action)</u> Dirk Lorenzen, Esq. Attorney for Rodrigo Justiniano 150 Alhambra Plaza, Ste 1220 Coral Gables, FL 33134-4535	



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

Detail by Entity Name

Florida Limited Liability Company
RV PALERMO HOLDINGS LLC

Filing Information

Document Number	L21000007812
FEI/EIN Number	85-4347736
Date Filed	12/29/2020
Effective Date	12/24/2020
State	FL
Status	ACTIVE

Principal Address

333 PALERMO AVE
CORAL GABLES, FL 33134

Mailing Address

333 PALERMO AVE
CORAL GABLES, FL 33134

Registered Agent Name & Address

JUSTINIANO, RODRIGO
333 PALERMO AVE
CORAL GABLES, FL 33134

Name Changed: 02/07/2023

Address Changed: 02/07/2023

Authorized Person(s) Detail

Name & Address

Title MGR

JUSTINIANO, RODRIGO
333 PALERMO AVE
CORAL GABLES, FL 33134

Title MGR

CALLAU, MIRIAM VANNY
333 PALERMO AVE
CORAL GABLES, FL 33134

Annual Reports

Report Year	Filed Date
2022	02/24/2022
2022	02/25/2022
2023	02/07/2023

Document Images

02/07/2023 -- ANNUAL REPORT	View image in PDF format
05/24/2022 -- AMENDED ANNUAL REPORT	View image in PDF format
02/25/2022 -- AMENDED ANNUAL REPORT	View image in PDF format
02/24/2022 -- ANNUAL REPORT	View image in PDF format
04/29/2021 -- ANNUAL REPORT	View image in PDF format
12/29/2020 -- Florida Limited Liability	View image in PDF format


[Home](#) [Citizen Services](#) [Business Services](#) [Back to Coral Gables.com](#)
[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
CE-20-12-6020	12/29/2020	333 PALERMO AVE	CODE ENF LIEN SEARCH	LIEN SEARCH	final	12/30/2020	12/30/2020	0.00
CE-16-04-7226	04/27/2016	333 PALERMO AVE	CODE ENF LIEN SEARCH	LIEN SEARCH	final	05/03/2016	05/03/2016	0.00
ZV-16-04-6423	04/14/2016	333 PALERMO AVE	ZONING LETTER VERIFICATION	ZONING VERIFICATION LETTER	final	01/24/2023	01/24/2023	0.00
EL-10-08-3602	08/06/2010	333 PALERMO AVE	ELEC COMMERCIAL / RESIDENTIAL WORK	BURLAR ALARM. \$300.00	final	08/10/2010	08/31/2010	0.00
BL-10-07-5121	07/27/2010	333 PALERMO AVE	SIGNS	PLAQUE SIGN " THE LAW OFFICES OF MARIO M LOVO PA" \$250	final	04/13/2011	04/15/2011	0.00
AB-10-07-4954	07/23/2010	333 PALERMO AVE	BOA COMPLETE (LESS THAN \$75,000)	PLAQUE SIGN " THE LAW OFFICES OF MARIO M LOVO PA" \$500	final	07/23/2010	04/19/2011	0.00
BL-10-05-3617	05/07/2010	333 PALERMO AVE	ROOF / LIGHT WEIGHT CONC	FLAT REROOF \$9,000 GAF CONVENTIONAL BUILT UP ROOF SYSTEM FOR WOOD DECKS	final	06/09/2010	07/16/2010	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

333 PALERMO AVE Coral Gables, FL 33134----6 (Address, Code Case# TICK-22-08-4777)

333 PALERMO AVE Coral Gables, FL 33134----6 (Address)

333 PALERMO AVE Coral Gables, FL 33134----6 (Address, Inspection# ICODE-018887-2022)

333 PALERMO AVE Coral Gables, FL 33134----6 (Address, Inspection# ICODE-016321-2022)

333 PALERMO AVE Coral Gables, FL 33134----6 (Address, Inspection# ICODE-016320-2022)



The City of Coral Gables

Development Services Department

CITY HALL 405 BILTMORE WAY
CORAL GABLES, FLORIDA 33134

1/3/2022

VIA CERTIFIED MAIL

PALERMO GABLES HOLDINGS LLC
9445 SW 100 ST
MIAMI, FL 33176

7020 3160 0001 1022 1192

RE: 333 PALERMO AVE
FOLIO # 03-4117-005-4950

Notice of Required Inspection For Recertification of 40 Years or Older Building

Dear Property Owner:

Per the Miami-Dade County Property Appraiser's office the above referenced property address is forty (40) years old, or older, having been built in 1952. In accordance with the Miami-Dade County Code, Chapter 8, Section 8-11(f), a Florida Registered Architect or Professional Engineer must inspect said building and a **completed** Recertification Report ("Report") must be submitted by you to this Department within **ninety (90) calendar days** from the **date of this letter**. A completed Report includes 1) cover letter(s) stating the structure meets (or does not meet) the electrical and structural requirements for recertification, 2) Building Structural Report, 3) Building Electrical Report, 4) Parking Lot Illumination Standards Form and 5) Parking Lot Guardrails Requirements Form. Note all paperwork submitted must be the original signed and sealed documents (no copies). Submittal of the Report does not constitute recertification; it must be **approved** by this Department and the Letter of Recertification must be issued.

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

The Architect or Engineer may obtain the required Form, "*Minimum Inspection Procedural Guidelines for Building Recertification*," from the following link: http://www.miamidade.gov/pa/property_recertification.asp. **The Recertification Report fee of \$500.00 and additional document and filing fees shall be submitted to the Development Services Department, 405 Biltmore Way, 3rd Floor, Coral Gables, Florida, 33134. In order to avoid delays submit in person in order to calculate the fees accordingly.**

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

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

Thank you for your prompt attention to this matter.

Manuel Z. Lopez, P.E.
Building Official

City's Exhibit #5

Tracking Number:

Remove X

70203160000110221192

Copy

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

Latest Update

Your item was delivered to an individual at the address at 12:52 pm on January 6, 2022 in MIAMI, FL 33176.

Get More Out of USPS Tracking:

USPS Tracking Plus®

Delivered

Delivered, Left with Individual

MIAMI, FL 33176

January 6, 2022, 12:52 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



The City of Coral Gables

Development Services Department

CITY HALL 405 BILTMORE WAY

CORAL GABLES, FLORIDA 33134

4/4/2022

PALERMO GABLES HOLDINGS LLC

9445 SW 100 ST

MIAMI, FL. 33176

7021 2720 0001 4959 2216

RE: 333 PALERMO AVE

FOLIO # 03-4117-005-4950

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

Dear Property Owner:

In a certified letter dated 1/3/2022, this Department notified you the property referenced above requires Building Recertification pursuant to Miami-Dade County Code, Chapter 8, Section 8-11(f). The letter informed you it was necessary to submit to this Department a completed Report prepared by a licensed architect or engineer within ninety (90) calendar days certifying the structure meets the requirements for recertification provided under the Minimum Inspection Procedural Guidelines for Building Recertification.

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

Failure to submit the completed Report within thirty (30) calendar days from the date of this letter will result in forwarding the matter to the City's Construction Regulation Board for further review and determination. The completed Report may be submitted Monday through Friday, 7:30am to 2:30pm to this Department. Contact Virginia Goizueta at vgoizueta@coralgables.com if any questions regarding building recertification.

Please govern yourself accordingly.

Sincerely,

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

Manuel Z. Lopez, P.E.
Deputy Building Official

Tracking Number:

Remove X

70212720000149592216

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

Latest Update

Your item was delivered to an individual at the address at 12:29 pm on April 8, 2022 in MIAMI, FL 33176.

Get More Out of USPS Tracking:

USPS Tracking Plus®

Delivered

Delivered, Left with Individual

MIAMI, FL 33176

April 8, 2022, 12:29 pm

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USPS Tracking Plus®



Product Information



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Enter tracking or barcode numbers

Need More Help?

Contact USPS Tracking support for further assistance.

FAQs



The City of Coral Gables

Development Services Department

CITY HALL 405 BILTMORE WAY

CORAL GABLES, FLORIDA 33134

6/9/2022

PALERMO GABLES HOLDINGS LLC

9445 SW 100 ST

MIAMI, FL 33176

7021 1970 0000 4016 1661

RE: 333 PALERMO AVE

FOLIO # 03-4117-005-4950

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

Dear Property Owner:

In a certified letter dated 1/3/2022, this Department notified you the property referenced above requires Building Recertification pursuant to Miami-Dade County Code, Chapter 8, Section 8-11(f). A Second Notice, dated 4/4/2022, informed you it was necessary to submit to this Department a completed Report prepared by a licensed architect or engineer within thirty (30) calendar days certifying the structure meets the requirements for recertification provided under the Minimum Inspection Procedural Guidelines for Building Recertification.

As of this date, the completed Report has not been submitted and the **structure remains unsafe** due to non-compliance. Please be advised the matter will be forwarded to the City's Construction Regulation Board ("Board"); a \$600.00 Administrative Fee will be imposed once the Case is scheduled. The Board may impose additional fines of \$250.00 for each day the violation continues, may also enter an order of revocation of the Certificate of Occupancy and/or demolition and assess all costs of the proceedings along with the cost of demolition and any other required action for which the City shall have a lien against the Property Owner and the Property. The completed Report may be submitted Monday through Friday, 7:30am to 2:30pm to this Department. Contact Virginia Goizueta at vgoizueta@coralgables.com if any questions regarding building recertification.

Please govern yourself accordingly.

Sincerely,

A handwritten signature in blue ink, appearing to read "Manuel Z. Lopez", is written over a horizontal line.

Manuel Z. Lopez, P.E.

Building Official

Tracking Number:

Remove X

70211970000040161661

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

Latest Update

Your item was delivered to an individual at the address at 2:55 pm on June 11, 2022 in MIAMI, FL 33176.

Get More Out of USPS Tracking:

USPS Tracking Plus®

Delivered

Delivered, Left with Individual

MIAMI, FL 33176

June 11, 2022, 2:55 pm

See All Tracking History

Feedback

Text & Email Updates



USPS Tracking Plus®



Product Information



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Track Another Package

Enter tracking or barcode numbers

Need More Help?

Contact USPS Tracking support for further assistance.

FAQs



The City of Coral Gables

Development Services Department

CITY HALL 405 BILTMORE WAY
CORAL GABLES, FLORIDA 33134

7/18/2022

VIA CERTIFIED MAIL

RV PALERMO HOLDINGS LLC
333 PALERMO AVE
CORAL GABLES, FL 33134

7021 1970 0000 4016 1968

RE: 333 PALERMO AVE
FOLIO # 03-4117-005-4950

Notice of Required Inspection For Recertification of 40 Years or Older Building

Dear Property Owner:

Per the Miami-Dade County Property Appraiser's office the above referenced property address is forty (40) years old, or older, having been built in 1952. In accordance with the Miami-Dade County Code, Chapter 8, Section 8-11(f), a Florida Registered Architect or Professional Engineer must inspect said building and a **completed** Recertification Report ("Report") must be submitted by you to this Department within **ninety (90) calendar days** from the **date of this letter**. A completed Report includes 1) cover letter(s) stating the structure meets (or does not meet) the electrical and structural requirements for recertification, 2) Building Structural Report, 3) Building Electrical Report, 4) Parking Lot Illumination Standards Form and 5) Parking Lot Guardrails Requirements Form. Note all paperwork submitted must be the original signed and sealed documents (no copies). Submittal of the Report does not constitute recertification; it must be **approved** by this Department and the Letter of Recertification must be issued.

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

The Architect or Engineer may obtain the required Form, "*Minimum Inspection Procedural Guidelines for Building Recertification*," from the following link: http://www.miamidade.gov/pa/property_recertification.asp. **The Recertification Report fee of \$500.00 and additional document and filing fees shall be submitted to the Development Services Department, 405 Biltmore Way, 3rd Floor, Coral Gables, Florida, 33134. In order to avoid delays submit in person in order to calculate the fees accordingly.**

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

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

Thank you for your prompt attention to this matter.

Manuel Z. Lopez, P.E.
Building Official

Tracking Number:

Remove X

70211970000040161968

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

Latest Update

Your item was delivered to an individual at the address at 4:07 pm on July 21, 2022 in MIAMI, FL 33134.

Get More Out of USPS Tracking:

USPS Tracking Plus®

Delivered

Delivered, Left with Individual

MIAMI, FL 33134

July 21, 2022, 4:07 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

BEFORE THE CONSTRUCTION REGULATION BOARD
FOR THE CITY OF CORAL GABLES

CITY OF CORAL GABLES,
Petitioner,

Case No. 23-5376

vs.

Return receipt number:

RV PALERMO HOLDINGS LLC
c/o Rodrigo Justiniano
Registered Agent
333 Palermo Ave
Coral Gables, FL 33134-6607
Respondent.

7021 1970 0000 4015 6995

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

Date: February 24, 2023

Re: 333 Palermo Ave, Coral Gables, Fl. 33134, LOT 33 BLK 17, C GABLES CRAFTS SEC., PB 10-40,
and Folio: 03-4117-005-4950 ("Property").

The City of Coral Gables ("City") Building Official has inspected the records relating to the Structure in accordance with Article III, Chapter 105 of the City Code, pertaining to unsafe structures, and Section 8-11 of the Miami-Dade County Code, as applicable in the City, pertaining to existing buildings. **The Structure is hereby declared unsafe** by the Building Official and is presumed unsafe pursuant to Section 105-186(j)(13) of the City Code for failure to timely comply with the maintenance and recertification requirements of the Florida Building Code or Section 8-11 of the Miami-Dade County Code.

Therefore, this matter is set for hearing before the City's Construction Regulation Board ("Board") in the Commission Chambers, City Hall, 405 Biltmore Way, 2nd Florida, Coral Gables, Florida 33134, on March 13, 2023, at 2:00 p.m.

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

City's Exhibit #6

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

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

Please govern yourself accordingly.


Virginia Goizueta
Secretary to the Board

ADA NOTICES

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

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

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

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

c.

Oriental Bank, as successor in interest to Eurobank
254 Munoz Rivera
San Juan, PR 00918-1900

7021 1970 0000 4015 7008

Palermo Gables Holdings LLC
c/o Lillian Perea
Registered Agent
9445 SW 100 ST
Miami, FL 33176-3000

7021 1970 0000 4015 7015

Mary E. Peña-Hilzen, Esq.
Attorney for Miriam Vanny Callau
Peña & Associates, P.A.
7480 Bird Rd, Ste 510
Miami, FL 33155-6638

7021 1970 0000 4015 7022

Dirk Lorenzen, Esq.
Attorney for Rodrigo Justiniano
150 Alhambra Plaza, Ste 1220
Coral Gables, FL 33134-4535

7021 1970 0000 4015 7039



CITY OF CORAL GABLES
DEVELOPMENT SERVICES DEPARTMENT
Affidavit of Posting

Title of Document Posted: Notice of Pending Building Recertification

I, FRANCISCO R. FERNANDEZ, DO HEREBY SWEAR/AFFIRM THAT
THE AFOREMENTIONED NOTICE WAS PERSONALLY POSTED, BY ME, AT THE
ADDRESS OF 333 PALERMO AVE, ON February 24, 2023, AT 11:50AM.

FRANCISCO R. FERNANDEZ

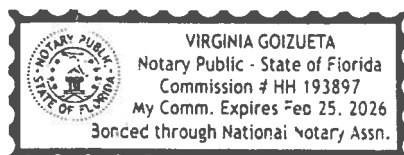
Employee's Printed Name

[Signature]
Employee's Signature

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

Sworn to (or affirmed) and subscribed before me this 24th day of February, in the year 2023, by
FRANCISCO FERNANDEZ who is personally known to me.

My Commission Expires:



[Signature]
Virginia Goizueta
Notary Public

City's Exhibit #7



City's Exhibit #8



Record & Return to:
Michael P. Peterson, Esq.
AmeriTitle LLC
8000 SW 117 Ave., #206
Miami, FL 33183

CFN: 20210057836 BOOK 32310 PAGE 1192
DATE: 01/26/2021 08:38:15 AM
DEED DOC 3,780.00
SURTAX 2,835.00
HARVEY RUVIN, CLERK OF COURT, MIA-DADE CTY

This instrument was prepared by:
CRAIG A. ZIMMETT, ATTORNEY
Zimmet & Zimmet, P.A.
Dadeland Towers, Suite 308
9200 So. Dadeland Blvd.
Miami, Florida 33156-2703

FOLIO NO. 03-4117-005-4950

WARRANTY DEED

THIS INDENTURE, made this 15th day of January, 2021 between **PALERMO GABLES HOLDINGS, LLC**, a Florida limited liability company, "Grantor", whose post office address is 9445 SW 100 Street, Miami, Florida 33176 and **RV PALERMO HOLDINGS, LLC**, a Florida limited liability company, "Grantee", whose post office address is 333 Palermo Avenue, Coral Gables, FL 33134.

WITNESSETH, That the grantor, for and in consideration of the sum of Ten (\$10.00) DOLLARS and other good and valuable considerations to said grantor in hand paid by said grantee, the receipt whereof is hereby acknowledged, has granted, bargained and sold to the said grantee, and grantee's heirs and assigns forever, the following described land, situate, lying and being in Miami-Dade County, Florida, to-wit:

Lot 33, in Block 17, **CORAL GABLES CRAFTS SECTION**, according to the Plat thereof, as recorded in Plat Book 10, at Page 40, of the Public Records of Miami-Dade County, Florida.

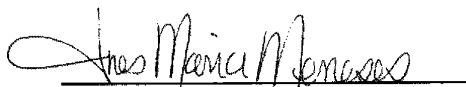
SUBJECT TO:

1. Taxes for the year 2021 and subsequent years.
2. Conditions, restrictions, limitations and easements of record, if any.
3. Comprehensive land use plans, zoning, and other land use restrictions, prohibitions and other requirements imposed by governmental authority.

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

"Grantor" and "Grantee" are used for singular or plural, as context require.

IN WITNESS WHEREOF, Grantor has hereunto set grantor's hand and seal the day and year first above written.


(first witness) - Ines Maria Meneses

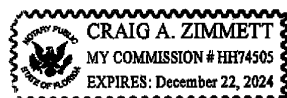
**PALERMO GABLES HOLDINGS, LLC, a Florida
limited liability company**



(second witness) - Craig A. Zimmet

By: 
LILLIAN PEREA, Manager

**STATE OF FLORIDA
COUNTY OF MIAMI-DADE**

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 15th day of January, 2021 by **LILLIAN PEREA, Manager of PALERMO GABLES HOLDINGS, LLC, a Florida limited liability company**, on behalf of the company, and who is personally known to me.




NOTARY PUBLIC STATE OF FLORIDA
Print Name:
My Commission No.
My Commission Expires:

City's Exhibit #9

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02R331440 2002 MAY 30 09:06

This instrument prepared by:

Jorge Sanchez-Galarraga, P.A.
 Jorge Sanchez-Galarraga, Esq.
 1313 Ponce de Leon Boulevard
 Suite 301
 Coral Gables, FL 33134-3343
 (305) 445-5351

DOCSTPMTG 997.50 INTNG 570.00
 HARVEY RUVIN, CLERK DADE COUNTY, FL

MORTGAGE

THIS MORTGAGE AND SECURITY AGREEMENT (the "Mortgage") is made and entered into as of the 17th day of May, 2002 by Jose A. Perea and Lillian Perea, his wife ("Mortgagor"), whose address is 7500 S.W. 67th Street, Miami, Florida 33143, and EURO BANK, a Florida banking corporation ("Mortgagee") whose address is 1901 Ponce de Leon Boulevard, Third Floor, Coral Gables, Florida 33134.

WITNESSETH:

WHEREAS, Mortgagor is justly and lawfully indebted to Mortgagee in the sum of Two Hundred Eight Five Thousand and No/100 Dollars (\$285,000.00) as evidenced by that certain promissory note payable to the order of Mortgagee (the "Note"), executed by Mortgagor, bearing the same date as this Mortgage, to be paid according to its terms, the final payment under which is due and payable as provided therein.

NOW, THEREFORE, to secure the payment of the aforesaid indebtedness (the "Loan"), and such future or additional advances as may be made by Mortgagee, at its option, to Mortgagor or Mortgagor's permitted successors in title, for any purpose, provided that all those advances are to be made within two years from the date of the Mortgage or within such lesser period of time as may be provided hereafter by law as a prerequisite for the sufficiency of actual notice or record notice of optional future or additional advances as against the rights of creditors or subsequent purchasers for valuable consideration, the total amount of indebtedness secured by the Mortgage may decrease or increase from time to time, but the total unpaid balance so secured at any one time shall not exceed 300% of the Note, plus interest and any disbursements made for the payment of taxes, levies or insurance on the property covered by the lien of the Mortgage with interest on those disbursements, Mortgagor hereby grants, bargains, sells, conveys, assigns, transfers, mortgages, pledges, delivers, sets over, warrants and confirms to Mortgagee the following:

All those certain lots, pieces, or parcels of land lying and being in Miami-Dade County, State of Florida (the "Property"), the legal description of which is set forth in Exhibit "A" attached hereto and by this reference made a part hereof, with the same force and effect as though the contents of said Exhibit "A" were set forth herein at length, together with the buildings and improvements now or hereafter situated thereon;

TOGETHER WITH all and singular the tenements, hereditaments, easements, riparian and other rights now or hereafter belonging or appurtenant thereto, and the rights, if any, in all adjacent roads, ways, streams, alleys, strips and gores; and the reversion or reversions, remainder and remainders, rents, issues and profits thereof, and all the estate, right, title, interest, property, claim and demand whatsoever of Mortgagor of, in and to the same and of, in and to every part and parcel thereof;

TOGETHER WITH all machinery, equipment, fittings, fixtures, furniture, furnishings, and articles of property of every kind and nature whatsoever (collectively, "Equipment"), whether actually or constructively attached to the Property or improvements thereto, now or hereafter owned by Mortgagor and located in, upon or under the Property, any improvements thereto, or any part thereof and used or usable in connection with any

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present or future operation of the Property or such improvements, including without limitation all heating, air conditioning, air cooling, sprinkling, freezing, lighting, water distribution, electric distribution, laundry, incinerating, plumbing, lifting, cleaning, fire prevention, fire extinguishing, refrigerating, ventilating, sewage processing and communications apparatus, fixtures, conduits and attachments; dynamos and generating equipment; engines, pipes, pumps, tanks, motors, switchboards, lifting stations, boilers, ranges, furnaces, oil burners or units thereof; appliances, carpeting, underpadding, vacuum cleaning systems; elevators, escalators; shades, awnings, screens, blinds, storm doors and windows; and any other items of property acquired by Mortgagor, wherever the same may be kept or stored, if acquired with the intent of their being incorporated in or used in connection with the Property or any improvements to the Property; together also with all additions thereto and replacements thereof, Mortgagor hereby agreeing, with respect to all additions and replacements, to execute and deliver from time to time such further instruments as may be requested by Mortgagee to confirm their inclusion herein; all of which foregoing items described in this paragraph are hereby declared to be part of the Property and encumbered by the Mortgage;

TOGETHER WITH any and all awards or payments, including interest thereon and the right to receive the same, growing out of or as a result of any exercise of the right of eminent domain, including the taking of the Premises (as defined hereinafter) or any part thereof, or payment for alteration of the grade of any street upon which the Property abuts, or any other injury to, taking of, or decrease in the value of the Premises or any part thereof, to the extent of all amounts which may be owing on the Loan at the date of Mortgagee's receipt of any such award or payment and to the extent of the reasonable attorneys' fees, costs and disbursements incurred by Mortgagee in connection with the collection of such award or payment, including appellate proceedings, if any; any unearned premiums on any hazard, casualty, liability, or other insurance policy carried for the benefit of Mortgagor, Mortgagee and/or the Premises (as hereinafter defined); and Mortgagor's rights in, to, under, by virtue of, arising from or growing out of any and all present or future contracts, instruments, accounts, insurance policies, permits, licenses, trade names, plans, paid fees, subdivision restrictions or declarations or other intangibles whatsoever now or hereafter dealing with, affecting or concerning the Property, the improvements thereto, or any portion thereof or interest therein, including but not limited to: (a) all contracts and permits for or related to the Property or the development, construction and/or refurbishing of improvements on the Property, (c) all payment, performance or other bonds, and any other related choses-in-action, (d) any contracts now existing or hereafter made for the sale by Mortgagor of any portion of the Property, including any deposits paid by any purchasers (however such deposits may be held) and any proceeds of such sales contracts, including any purchase money notes and mortgages made by such purchasers, and (e) any declaration of condominium or declaration of covenants, restrictions, easements or similar documents now or hereafter recorded against the title to the Property or any portion thereof;

TOGETHER WITH all of Mortgagor's rights to further encumber or lease the Property or any portion thereof except by such lease or encumbrances having the prior written approval of Mortgagee, which it may grant or withhold in its sole discretion. Mortgagor hereby (i) represents as a special inducement to Mortgagee to make the Loan that, as of the date hereof, there are no encumbrances to secure debt prior or junior to the Mortgage except as provided in paragraph 29 hereof, and (ii) covenants that there are to be none of same as of the date on which this Mortgage is recorded except as provided in paragraph 29 hereof;

TO HAVE AND TO HOLD the above-described and granted property, appurtenances and rights, (collectively, the "Premises") unto Mortgagee in fee simple forever.

PROVIDED, HOWEVER, that these presents are upon the conditions that if Mortgagor shall pay or cause to be paid to Mortgagee the principal and all interest payable with respect to the Loan and any future advance made hereunder and any other sums secured by the Mortgage at the time and in the manner stipulated in the Note and herein,

all without any deduction or credit for taxes or other similar charges paid by Mortgagor, and shall keep, perform and observe all and singular the covenants and promises in the Note and any future advance agreement(s) renewals, extensions or modifications thereof, and in the Mortgage expressed to be kept, performed and observed by and on the part of Mortgagor, all without delay, and shall not permit or suffer to occur any default hereunder, then the Mortgage and all the interests and rights hereby granted, bargained, sold, conveyed, assigned, transferred, mortgaged, pledged, delivered, set over, warranted and confirmed shall cease, terminate and be void, but shall otherwise remain in full force and effect.

Mortgagor covenants with and warrants to Mortgagee as follows: (i) that Mortgagor has good and marketable title to Premises, is lawfully seized and possessed of the Property in fee simple and has good right to sell and convey the same; (ii) that the Premises are unencumbered except as provided in paragraph 29 hereof; and (iii) that Mortgagor shall forever warrant and defend the Premises unto Mortgagee against the lawful claims and demands of all persons whomsoever, and shall make such further assurances to perfect fee simple title to the Property in Mortgagor as Mortgagee may reasonably require. The parties further covenant and agree as follows:

1. Payments Due Mortgagee. Mortgagor shall pay all sums due Mortgagee at the time and in the manner provided in the Note, the Mortgage, any instrument evidencing a future advance or any other document related to, evidencing or securing the Loan.

2. Payment of Taxes. Mortgagor shall pay, at least sixty (60) days before the last day upon which the same may be paid without the imposition of interest (except interest payable on special assessments which, by law, may be paid in installments) or other late charge or penalty, all taxes, assessments (whether general or special and whether or not payable in installments) and other charges whatsoever levied on, assessed, placed or made against the Premises or any part thereof, and shall deliver to Mortgagee receipts showing payment in full of the same as soon as such receipts are available. At Mortgagee's option, Mortgagor shall pay to Mortgagee in advance, on a monthly basis, an amount sufficient (as estimated by Mortgagee) for Mortgagee to have in hand, in an impound account, funds sufficient to pay said taxes assessments and other charges thirty (30) days prior to the date when the same may first be paid. In no event shall Mortgagee be liable for any interest on any amount held by it in any such impound account. Mortgagor shall furnish to Mortgagee, as soon as it is available, an official statement of the amount of said taxes and assessments next due and Mortgagee shall pay said charges, but only if sufficient funds remain in the impound account. An official receipt therefor shall be conclusive evidence of such payment and of the validity of any such charge. In the event that Mortgagee elects to pay any such taxes or assessments, notwithstanding that there are insufficient funds in the impound account, the amount advanced in excess of such escrowed funds shall be evidenced, shall bear interest, shall be paid and shall be secured as provided in paragraph 14 hereof. In the event of any default hereunder, at its option Mortgagee may apply such funds on account of the Loan in any order of priority it may deem appropriate, in its sole discretion. The balance in any such impound account at the time of any transfer of the title to all of the Premises shall inure to the benefit of a permitted successor and owner of the Premises without any specific assignment thereof. Upon payment in full of the Loan, the amount remaining in any such impound account shall be paid over to the owner of record as of the date of such full payment.

3. Insurance. Mortgagor shall keep the Premises insured for their full insurable value, with extended coverage, for the benefit of Mortgagor and Mortgagee by policies with such companies, on such terms, in such form and for such periods as Mortgagee shall require or approve from time to time, against loss or damage by fire, lightning, windstorm, hail, explosion, collapse, riot, riot attending a strike, civil commotion, aircraft, vehicles, flood and smoke and (as, when and to the extent insurance against war risk is obtainable from the United States of America or any agency thereof) against war risks, builder's risk, and when and to the extent required by Mortgagee, against any other risks. Mortgagor shall obtain and carry, for the benefit of itself and Mortgagee, general public liability insurance in which Mortgagor and Mortgagee, are named as insureds, with initial limits of not less than

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Two Hundred Eight Five Thousand and 00/100 Dollars (\$285,000.00) as to personal injury or death, or such greater or different limits as Mortgagee may require from time to time, with such companies, on such terms, in such form and for such periods as Mortgagee shall approve from time to time. Mortgagor shall also obtain and carry such workers' compensation insurance coverage as may be required by law, and during any period of construction on the Property, Mortgagor shall require of its contractors that they obtain and carry adequate contractor's liability insurance and workers' compensation insurance. Mortgagor hereby assigns to Mortgagee all policies of insurance which insure against any loss or damage to the Premises or any part thereof and any proceeds thereof, as collateral and further security for the payment of the Loan, with loss payable to Mortgagee pursuant to a mortgagee clause, without contribution, and satisfactory to Mortgagee. If Mortgagor defaults in so insuring the Premises or any part thereof or in so assigning the policies, at its option Mortgagee may effect such insurance from year to year and pay the premiums therefor and any such sums paid by Mortgagee shall be evidenced, shall bear interest, shall be paid and shall be secured as provided in paragraph 14 hereof. If Mortgagee receives any money for loss or damage by reason of such insurance, at Mortgagee's option such proceeds may be retained and applied by Mortgagee towards the payment of the Loan, in any order of priority Mortgagee shall deem appropriate, or disbursed by Mortgagee to Mortgagor, under such safeguards as Mortgagee shall deem appropriate, for the reconstruction, restoration or repair of the damage. In the event of a foreclosure of the Mortgage, the purchaser of the Premises shall succeed to all the rights of Mortgagee, including any right to unearned premiums, in and to all policies of insurance described in this paragraph. Not less than thirty (30) days prior to the expiration date of each policy required pursuant to this paragraph, Mortgagor shall deliver to Mortgagee a renewal policy or policies marked "premium paid" or accompanied by other evidence of payment satisfactory to Mortgagee. Evidence of the payment of premiums therefor, and each such policy shall be noncancellable without at least thirty (30) days' advance written notice to Mortgagee. At Mortgagee's option, Mortgagor shall pay to Mortgagee in advance, on a monthly basis, an amount sufficient (as estimated by Mortgagee) for Mortgagee to have in hand, in an impound account, funds sufficient to pay all insurance premiums and related charges thirty (30) days prior to the date when the same may first be paid without regard to any premium finance arrangement which may be available. In no event shall Mortgagee be liable for any interest on any amount held by it in any such impound account.

4. Improvements. Without the prior written consent of Mortgagee, which it may grant or withhold in its sole discretion, no improvements shall be constructed on the Property and no development thereof shall be undertaken, and once constructed, no building or other improvement covered by the lien of the Mortgage shall be removed, demolished or materially altered or enlarged except as required in the event of fire, other casualty or condemnation; however, Mortgagor shall have the right to remove and dispose of, free from the lien of the mortgage, such Equipment as from time to time may become worn out or obsolete, provided that, simultaneously with or prior to such removal, any such Equipment shall be replaced with new Equipment of at least the same quality as that of the replaced Equipment when it was new, which shall be free from any title retention or other security agreement or other encumbrance, and, by such removal and replacement, Mortgagor shall be deemed to have subjected such new Equipment to the lien of the Mortgage.

5. Use and Maintenance. Mortgagor shall maintain and operate, and do everything necessary to maintain and operate, the Premises in good condition and repair and in a first class manner, shall not commit or suffer any waste of the Premises, and shall comply with, or cause compliance with, all restrictive covenants applicable thereto and all statutes, ordinances and requirements of any governmental authorities having jurisdiction over the Premises or the use thereof. Mortgagor shall promptly pay all utility fees for services provided to the Property and improvements thereto. Mortgagor shall promptly repair, restore, replace or rebuild any part of the Premises now or hereafter subject to the lien of the Mortgage which may be damaged or destroyed by any casualty whatsoever or which may be affected by any proceeding of the character referred to in paragraph 9 hereof. Mortgagor shall complete and pay for, within a reasonable time, any improvements and any structures at any time in the process of construction on the Property. Mortgagor

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shall not initiate, join in or consent to any new (or any change in any existing) private restrictive covenant, zoning ordinance, master plan, site plan, easement, or other public or private restrictions limiting or defining the uses which may be made of the Premises or any part thereof without the prior written approval of Mortgagee, which it may grant or withhold in its sole discretion.

6. Further Encumbrances. Mortgagor shall not grant any other lien or mortgage on the Premises, any portion thereof or interest therein without the prior written consent of Mortgagee, which Mortgagee may grant or withhold in its sole discretion. Any such other lien or mortgage shall be junior to the Mortgage and to all permitted tenancies now or hereafter affecting the Premises or any portion thereof and shall be subject to all renewals, extensions, modifications, releases, increases, increases in interest rate, future advances, changes or exchanges permitted by the Mortgage, all without the joinder or consent of such junior lienholder, or mortgage holder and without any obligation on Mortgagee's part to give notice of any kind thereto. Except only as and to the extent hereinabove permitted with Mortgagee's prior written consent, Mortgagor shall not commit or suffer or permit to occur any act or omission whereby any of the Premises or any interest therein shall become subject to any attachment, judgment, lien, charge or other encumbrance whatsoever, or whereby any of the security represented by the Mortgage shall be impaired or threatened. Mortgagor shall not directly or indirectly do anything or take any action which might prejudice any of the right, title or interest of Mortgagee in or to any of the Premises or impose or create any direct or indirect obligation or liability on the part of Mortgagee with respect to any of the Premises.

7. Possession by Third Parties. Mortgagor shall not enter into any leases or other arrangements with any third party regarding the use or possession by such third party of all or any part or portion of the Premises without the prior written consent of Mortgagee, which it may grant or withhold in its sole discretion.

8. Assignment of Leases. As further security for the repayment of the Loan, Mortgagor hereby assigns and transfers to Mortgagee all rents, issues and profits of the Premises and all right, title and interest of Mortgagor in and under all leases including any extensions and renewals thereof now or hereafter affecting the Premises (the "Leases"). Mortgagor hereby empowers Mortgagee, its agents or attorneys, to collect, sue for, settle, compromise and give acquittances for all of the rents that may become due under the Leases and to avail itself of and pursue all remedies for the enforcement of the Leases and Mortgagor's rights thereunder that Mortgagor could have pursued but for this assignment. Mortgagor hereby represents and warrants to Mortgagee and shall be deemed to have represented and warranted to Mortgagee upon and as of the date of delivering to Mortgagee a copy of each Lease as follows: (a) that each such copy delivered or to be delivered to Mortgagee is true, correct and complete; (b) that Mortgagor has not previously assigned or pledged any Lease or any interest therein to any person other than Mortgagee; (c) that all the Leases are in full force and effect; (d) that each lessee thereunder has accepted its respective premises and is paying rent on a current basis; (e) that no default exists on the part of such lessees or Mortgagor as lessor in their respective performances of the terms, covenants, provisions and agreements contained in the Leases; (f) that no rent has been paid by any of the lessees for more than two (2) months in advance with the exception of rent collected and to be applied to tenant's last month's rent; and (g) that no payment of rents to accrue under the Leases has been or will be waived, released, reduced, discounted or otherwise discharged or compromised by Mortgagor directly or indirectly, whether by assuming any lessee's obligations with respect to other premises or otherwise. Mortgagor covenants and agrees with Mortgagee as follows: (a) that each Lease shall remain in full force and effect irrespective of any merger of the interests of the lessor and lessee thereunder; (b) that without the prior written consent of Mortgagee, which it may grant or withhold in its sole discretion, Mortgagor shall not terminate, modify or amend any Lease or any guarantee thereof or any term of either, nor grant any concessions in connection therewith either orally or in writing, nor accept any surrender thereof, and that any attempted termination, modification, amendment, concession or surrender without such written consent shall be null and void; (c) that Mortgagor shall not collect more than two (2) months' rent, income or profits arising or accruing under any

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Lease in advance of the due date for same, nor discount any future accruing rents, nor suffer or permit to arise in favor of any lessee any release of liability or any right to withhold payment of rent, nor take any action or exercise any right of election which would in any way diminish any lessee's liability or have the effect of shortening the stated term of any Lease; (d) that Mortgagor shall perform all of Mortgagor's covenants and agreements as lessor under each Lease and shall promptly deliver to Mortgagee copies of any notice of alleged default on the part of Mortgagor as lessor received from any lessee thereunder; (e) that if requested by Mortgagee, Mortgagor shall expeditiously and in good faith enforce the Leases and all remedies available to Mortgagor in case of default by the lessees thereunder; and (f) that Mortgagor shall not execute any other assignment or pledge of any Lease or any interest therein or any of the rents thereunder, nor consent to any lessee's assignment of any Lease or any subletting thereunder, nor request, accept, consent to or agree to any subordination of any Lease to any mortgage other than the Mortgage now or hereafter affecting the Premises. No liability shall be assumed by or asserted or enforced against Mortgagee in connection with the exercise of the powers herein granted Mortgagee, all such liability being hereby expressly waived and released by Mortgagor. Mortgagee shall not be obligated to perform or discharge any obligation, duty or liability under any Lease or by reason of this assignment, and Mortgagor hereby indemnifies and holds Mortgagee harmless from and against any and all liability, loss, claim, damage, costs and attorneys' fees which Mortgagee may or might incur under any Lease or by reason of this assignment, and from and against any and all claims or demands whatsoever, including any related costs and attorneys' fees which may be asserted against Mortgagee by reason of any alleged obligations or undertakings on the part of Mortgagor to perform or discharge any of the terms, covenants or agreements contained in any Lease. Nothing herein contained shall be construed as constituting Mortgagee a trustee or mortgagee in possession. Although Mortgagor and Mortgagee intend that this instrument shall be a present assignment, it is expressly understood and agreed that so long as no default shall exist under the Note, the Mortgage or any other document at any time executed by Mortgagor with respect to the Loan, Mortgagor may collect assigned rents and profits for not more than two (2) months in advance of the accrual thereof, but upon the occurrence of any such default, or at any time during its continuance, all right of Mortgagor to collect or receive rents or profits shall wholly terminate upon notice from Mortgagee. The lessees under all the Leases are hereby irrevocably authorized to rely upon and comply with, and shall be fully protected in so doing, any notice or demand by Mortgagee for the payment to Mortgagee of any rental or other sums which may be or thereafter become due under the Leases, or for the performance of any of the lessees' undertakings under the Leases, and none of them shall have any right or duty to inquire as to whether any default hereunder or under the Note shall have actually occurred or is then existing.

9. Takings. Notwithstanding any taking by eminent domain, alteration of the grade of any street, or other injury to, or decrease in value of, the Premises or any portion thereof caused by any public or quasi-public authority or person, Mortgagor shall continue to pay interest on the entire principal and other sums secured hereby until any award or payment shall have been actually received by Mortgagee and applied by Mortgagee against the Loan. At Mortgagee's option any such award or payment may be retained and applied by Mortgagee, in whole or in part, toward payment of the Loan, in any order of priority which Mortgagee may deem appropriate in its sole discretion, or be paid over wholly or in part to Mortgagor for the purpose of altering, restoring or rebuilding any part of the Premises which may have been altered, damaged or destroyed as a result of any such taking, alteration of grade or other injury to the Premises, or for any other purpose or object satisfactory to Mortgagee, in its sole discretion.

10. Further Instruments. Mortgagor shall execute and deliver to Mortgagee, from time to time and on demand, any further instruments, and shall pay costs of preparation and recording thereof, including but not limited to mortgages, security agreements, financing statements, assignments and renewal and substitution notes, so as to reaffirm, to correct and to perfect the evidence of the obligations secured hereby and the legal security title of Mortgagee to all or any part of the property intended to be mortgaged hereby, whether now mortgaged, later substituted for other collateral, or acquired subsequent to the date of the Mortgage.

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11. Estoppel Letters. Upon request made either personally or by mail, Mortgagor shall certify, by a duly acknowledged writing, to Mortgagee or to any proposed assignee of the Mortgage, the amount of principal and interest then owing on the Note and whether any offsets or defenses exist against the Loan, such certification to be provided within ten (10) days after Mortgagor's receipt of such request.

12. Information Furnished. Mortgagor shall promptly furnish to Mortgagee any financial or other information regarding Mortgagor, any Guarantors or the Premises which Mortgagee may reasonably request from time to time. Mortgagor shall deliver to Mortgagee, within ninety (90) days after the close of each fiscal year of Mortgagor, a financial statement of Mortgagor and of each Guarantor in such reasonable detail as Mortgagee may request, certified as true and correct by Mortgagor, which Mortgagee may require to be audited and confirmed by an accounting firm designated by Mortgagee at the expense of Mortgagor, together with such supporting statements as Mortgagee may deem appropriate in its sole discretion.

13. Default. At Mortgagee's option, the whole of the principal sum, interest and other sums secured hereby shall immediately or at any time thereafter become due and payable without notice to Mortgagor, and Mortgagee shall immediately have all the rights accorded Mortgagee by law and hereunder to foreclose the Mortgage or otherwise to enforce the Mortgage, the Note and any other Loan document upon the occurrence of any of the following: (a) default in the payment of any installment of interest under the Note, or default in the payment of principal under the Note, whether due under the terms thereof or by acceleration; (b) default in the payment of any tax, assessment, utility charge, or other charge against the Premises or any part thereof as and when required by the Mortgage; (c) default in the repayment of any sum paid or advanced by Mortgagee under any of the terms of the Mortgage, with interest thereon, as provided in paragraph 14 hereof; (d) the actual or threatened waste, removal, demolition, material alteration or enlargement of any building or other improvements on the Property without the prior written consent of Mortgagee, which it may grant or withhold in its sole discretion, or upon the commencement of unpermitted construction of any new building(s) or other improvements on any part of the Property; (e) default in obtaining, assigning, delivering or keeping in force the policies of insurance required by paragraph 3 hereof; (f) additional assignment by Mortgagor of the whole or any part of the rents, income or profits arising from the Premises or any part thereof without the prior written consent of Mortgagee, which it may grant or withhold in its sole discretion; (g) Mortgagor's failure to remove any involuntary lien on the Premises of any part thereof within twenty (20) days after its filing; (h) Mortgagor's failure to comply within ten (10) days with a requirement, order or notice of violation of a law, ordinance, or regulation issued or promulgated by any political subdivision or governmental department claiming jurisdiction over the Property or any operation conducted on the Property, or after Mortgagor's failure to comply within ten (10) days with any notice of violation of any restrictive covenant affecting the Property or the construction of improvements thereon from any party entitled to enforce such covenant or, if such order or notice provides a time period for compliance, upon Mortgagor's failure to comply within such period, or, in the case of a noncompliance which cannot be cured within said period, in the event that Mortgagor shall not commence to comply with said order or notice within said period and shall not thereafter diligently pursue such cure to completion; (i) the issuance of any order by the State of Florida, or any subdivision, instrumentality, administrative board or department thereof, declaring unlawful or suspending the construction of permitted improvements on the Property or the operation of the Premises; (j) the filing by the United States of America or any instrumentality thereof in any court of competent jurisdiction of any notice of intention to acquire under the power of eminent domain any estate less than an estate in fee simple in the entire Property, or upon the recording by the State of Florida, any instrumentality thereof or any other person with eminent domain powers, of a notice of taking of any estate less than an estate in fee simple in the entire Property; (k) the filing by or against Mortgagor or any partner in Mortgagor of any petition or application for relief, extension, moratorium or reorganization under any bankruptcy, insolvency or debtor's relief law of the United States, any state thereof, or any state, province or territory of any foreign country; (l) if Mortgagor or any partner in Mortgagor shall

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make an assignment for the benefit of creditors, or enter as a debtor into any trust or mortgage arrangement or become a party as a debtor to any receivership proceeding; (m) a further encumbering for debt, or transfer of control of, or change in the legal or equitable ownership of the Premises, any part or portion thereof or interest therein, or a change in the management of the Premises, without the prior written consent of Mortgagee, which it may grant or withhold in its sole discretion; (n) if Mortgagor or any shareholder or partner in Mortgagor becomes insolvent; (o) any statement, certificate or representation made to Mortgagee by or on behalf of Mortgagor or any guarantor of the Loan in connection with the Loan, shall prove to be at any time incorrect in any respect deemed material by Mortgagee, in its sole discretion; (p) the voluntary or involuntary dissolution of Mortgagor; (q) any change in the ownership or control of Mortgagor or any pledge, other encumbrance or assignment of the whole or any portion of any interest in Mortgagor without the prior written consent of Mortgagee, which it may grant or withhold in its sole discretion; (r) any payment, repayment or other distribution whatsoever of funds by Mortgagor to any partner or person related to Mortgagor or owning any direct or indirect interest in Mortgagor without the prior written consent of Mortgagee, which it may grant or withhold in its sole discretion; (s) any other withdrawal, use or disposition of funds or other assets of Mortgagor other than in connection with the operation and maintenance of the Property without the prior written consent of Mortgagee, which it may grant or withhold in its sole discretion; (t) default under the terms of paragraph 29 hereof regardless of whether any instrument referred to therein provides a grace period; or (u) default in the observance or performance of any other covenants or agreements of Mortgagor, the occurrence of any other event prohibited by the terms of the Mortgage, or the violation of any other provision of the Mortgage. No consent or waiver expressed or implied by Mortgagee to or of any default by Mortgagor under the Mortgage shall be construed as a consent or waiver to or of any further default of the same or a different nature; and no consent or waiver shall be deemed or construed to exist by reason of any course of conduct or in any other manner whatsoever except by a writing duly executed by Mortgagee, and then only for the single occasion to which such writing is addressed.

14. Advances Hereunder. In the event of any default in the performance of any of Mortgagor's covenants or agreements contained in the Mortgage or the violation of any term of the Mortgage, at its option Mortgagee may cure the default or take any other action it deems necessary or desirable, in its sole discretion, to protect its security; and, in the event Mortgagee shall be required or shall elect to advance at any time any sums to protect its security or for any other reason permitted or provided by any of the terms or provisions contained in the Mortgage, such sums shall be deemed Loan funds, shall be evidenced by the Note, shall bear interest until paid at the "Default Rate" provided in the Note commencing on the date such funds are advanced by Mortgagee, and shall be secured by the Mortgage. If advanced by Mortgagee prior to the natural or accelerated maturity date of the Loan, such sums shall be due and payable by Mortgagor on such maturity date or ten (10) days following Mortgagor's receipt of demand therefor, whichever is earlier, but if advanced after the natural or accelerated maturity date, such sums shall be due and payable immediately without demand. Mortgagee's lien on the Premises therefor shall be prior to any right or title to, interest in, or claim upon the Premises, or any portion thereof, junior to the lien of the Mortgage.

15. Receiver. In any action to foreclose the Mortgage, or upon the actual or threatened waste to any part of the Premises, Mortgagee shall have the right to apply, without prior notice to Mortgagor, for the appointment of a receiver of the Premises, and shall be entitled to the appointment of such a receiver as a matter of right, without consideration of the value of the Premises as security for the amounts due Mortgagee or the solvency of any person liable for the payment of such amounts.

16. Remedies. The rights of Mortgagee arising hereunder, under the Note or under any other document executed at any time in connection with the Loan, and the rights allowed or permitted Mortgagee by law or equity, shall be separate, distinct and cumulative, and the selection of one remedy shall not preclude the selection of another or other remedies until Mortgagee shall have recovered all sums due it, together with the appropriate interest thereon and all costs of collection, including attorneys' fees and

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appellate attorneys' fees, with interest thereon. In case of any foreclosure sale, the Premises may be sold, without marshalling, in one parcel and as an entirety or in such parcels, manner or order as Mortgagee, in its sole discretion, may elect.

17. Additional Tax. In the event of the passage after the date of the Mortgage of any federal, state or local law (a) deducting from the value of real property the balances of any liens thereon for the purposes of ad valorem taxation, or changing in any way the laws for the taxation of mortgages or debts secured by mortgages for federal, state or local purposes, or changing the manner of the collection of any such taxes, and (b) imposing either directly or indirectly a new tax on the Mortgage, the Note or the holder thereof, then Mortgagee shall have the right to declare the Loan due on a date to be specified by not less than ninety (90) days' notice to Mortgagor; provided, however, that such election shall be ineffective if Mortgagor is permitted by law to pay the whole of such tax, without such payment being deemed to be interest or a payment in the nature of interest, in addition to all other payments required hereunder and if Mortgagor, prior to such specified date, does pay such tax and agrees to pay any such tax when thereafter levied or assessed, in which case such agreement shall constitute a modification of the Mortgage.

18. Stamps and Taxes. If at any time the State of Florida shall determine that the intangible tax paid in connection with the Mortgage is insufficient or that the documentary stamps affixed hereto are insufficient, and that additional intangible tax should be paid or that additional stamps should be affixed, Mortgagor shall pay for the same, together with any interest or penalties imposed in connection with such determination, and Mortgagor hereby indemnifies and holds Mortgagee harmless therefrom. If any such sums shall be advanced by Mortgagee, they shall be evidenced, shall bear interest, shall be paid and shall be secured as provided in paragraph 14 hereof.

19. Fees and Expenses. If Mortgagee shall incur or expend any sums, including reasonable attorneys' fees, whether or not in connection with any action, proceeding or appeal, to sustain the lien of the Mortgage or its priority, or in any other action, proceeding or appeal, or to protect or enforce any of its rights hereunder, or to recover any indebtedness secured hereby, or for any title examination or title insurance policy relating to the title to the Property, all such sums shall be evidenced, shall bear interest, shall be paid and shall be secured as provided in paragraph 14 hereof.

20. Uniform Commercial Code. The Mortgage is a security agreement as defined by the Uniform Commercial Code as adopted by the state in which the Premises are located, and the original, a carbon, photographic, or other reproduction of either the Mortgage or a financing statement shall be sufficient as a financing statement under the Uniform Commercial Code. The remedies for any violation of the covenants, terms and conditions of the agreements contained in the Mortgage shall be as prescribed (a) in the Mortgage, (b) by general law or (c) as to any items included in the definition of the Premises that may also be listed in any filed financing statement, by the specific statutory provisions now or hereafter enacted and specified in the Uniform Commercial Code, all at Mortgagee's sole election. Mortgagor and Mortgagee agree that the filing of such a financing statement in the records normally pertaining to personal property shall never be construed as derogating from or impairing in any way this intention of the parties hereto that everything used in connection with the production of income from the Premises or described or reflected in the Mortgage is and at all times, for all purposes and in all proceedings, both legal and equitable, shall be regarded as part of the real property to the fullest extent permitted by law, irrespective of whether (a) any such item is physically attached to the improvements, (b) serial numbers are used for the better identification of certain items of Equipment capable of being thus identified in a recital contained herein or in a list filed with Mortgagee, or (c) any such item is referred to or reflected in any such financing statement so filed at any time. Similarly, the mention in any such financing statement of (a) the rights in or the proceeds of any insurance policy, (b) any award in eminent domain proceedings for a taking or for loss of value, (c) Mortgagor's interest as lessor in any present or future lease or right to income growing out of the use or occupancy of the Property or improvements thereof, whether pursuant to lease or otherwise, or (d) any other item included in the definition of the Premises, shall never be construed to alter any of the

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rights of Mortgagee as determined by the Mortgage or to impugn the priority of the interests of Mortgagee granted in the Mortgage or by any other recorded instrument; such mention in a financing statement is declared to be for the protection of Mortgagee in the event any court shall hold with respect to (a), (b), (c) or (d) immediately above that notice of Mortgagee's priority of interest, to be effective against a particular class of persons, including but not limited to the federal government and any subdivision or entity of the federal government, must be filed in the Uniform Commercial Code records.

21. Payments on Behalf of Others. Any payment made in accordance with the terms of the Note or the Mortgage by any person at any time liable for the payment of the whole or any part of the sums now or hereafter secured by the Mortgage, by any subsequent owner of the Premises, by any other person whose interest in the Premises might be prejudiced in the event of a failure to make such payment, or by any partner, stockholder, officer or director of a person which at any time may be liable for such payment or may own or have such an interest in the Premises, shall be deemed, as between Mortgagee and all persons who at any time may be liable or may have any interest in the Premises, as aforesaid, to have been made on behalf of all such persons.

22. Partial Payments. Mortgagee's acceptance of any payment which is less than full payment of all amounts due and payable to Mortgagee at the time of such payment, even if made by one other than the Mortgagor, shall not constitute a waiver of Mortgagee's right to exercise its option to accelerate the maturity date of the Loan or exercise any other rights of Mortgagee.

23. Transfers. Without the prior written consent of Mortgagee, which it may grant or withhold in its sole discretion, neither the whole nor any portion of the legal or equitable title to the whole or any portion of the Premises or any interest therein shall in any manner be sold, conveyed or transferred, either voluntarily or by operation of law, without the prior written consent of Mortgagee, which it may grant or withhold in its sole discretion. Neither Mortgagor nor any partner in Mortgagor shall cause, permit or suffer to occur (a) any change in the ownership or control of Mortgagor or any pledge, other encumbrance or assignment of the whole or any portion of any partner's interest in Mortgagor, (b) any payment, repayment or other distribution whatsoever of funds by Mortgagor to any partner in Mortgagor or any other person related to Mortgagor or owning any direct or indirect interest in Mortgagor, or (c) any other withdrawal, use or disposition of funds or other assets of Mortgagor other than in connection with the development of the Property.

24. Modifications after Transfer. In the event of a sale, conveyance or transfer, in bulk, of the whole or such portion of the Property then encumbered hereby to a permitted new owner, Mortgagor consents to any and all subsequent renewals and extensions in the time of payment of the Loan, and agrees further that, at any time and from time to time thereafter without notice, by agreement between Mortgagee and any such permitted new owner (a) the terms of payment provided for in the Note may be modified, (b) the security described in the Mortgage may in whole or in part be released, increased, changed or exchanged, or (c) any other terms whatsoever of the Note, the Mortgage or any other Loan document may be modified, with no such change affecting in any way the liability of Mortgagor or any other person liable with respect to the Loan. Mortgagor agrees that no sale of the Premises or any part thereof, no forbearance on the part of Mortgagee, no extension of the time for the payment of the whole or any part of the obligations secured hereby, no other indulgence given by Mortgagee, nor any other such modification of the terms of the Loan shall operate to relieve or in any manner affect the original liability of Mortgagor or the priority of this Mortgage, or to limit, prejudice or impair any right of Mortgagee; Mortgagor and all those claiming by, through or under Mortgagor waive any and all right to prior notice of any such extension, indulgence, forbearance or modification.

25. Notices. Whenever Mortgagor or Mortgagee are obliged to give notice to the other, such notice shall be in writing and shall be given personally or by prepaid certified mail return receipt requested, in which latter case notice shall be deemed effectively made when the receipt is signed or when the attempted initial delivery is refused or cannot be made because of a change of address of which the sending party has not been notified.

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Until the designated addresses are changed by notice given in accordance herewith, notice to either party shall be sent to its respective address set forth on the first page of the Mortgage.

26. Governing Law; Severability. The Mortgage shall be governed by, and construed and enforced in accordance with the laws of the State of Florida, excepting only that federal law shall govern to the extent it may permit Mortgagee to charge, from time to time, interest on the Loan at a rate higher than may be permissible under the Florida law. If, for any reason whatsoever, fulfillment of any provision of the Mortgage or the Note shall transcend the limit of validity prescribed by the applicable usury statute or any other law, then the obligation to be fulfilled shall be reduced to the limit of such validity; in no event shall any exaction be possible under the Mortgage or the Note that is in excess of the limit of such validity, but such obligation shall be fulfilled to the limit of such validity. Mortgagor and Mortgagee intend that all of the provisions hereof shall be valid and enforceable as specifically set forth. Any judicial determination that any provision hereof is not valid or enforceable as specifically set forth shall not result in such provision being declared invalid, but the same shall be deemed modified in such a manner so as to result in the same being valid and enforceable to the maximum extent permitted by law. As to any portion that is actually determined by a court of competent jurisdiction to be invalid, it is the intention of Mortgagor and Mortgagee that the remainder of the document or the applicable clause, paragraph, or article shall be enforced as written, and the declaration of invalidity shall apply only to the clause, paragraph or article in question. The terms of this paragraph shall control any contrary provisions in the Note or the Mortgage, anything therein or herein to the contrary notwithstanding.

27. Inspection; Management; Watchmen. Mortgagee and any persons authorized by Mortgagee shall have the right, from time to time at the discretion of Mortgagee, to enter and inspect the Premises. The operation of the Premises shall at all times during the term of the Loan be under the supervision and management of competent management personnel satisfactory to Mortgagee. At any time after default by Mortgagor in the performance of any of the terms, covenants or provisions of the Note, the Mortgage or any other Loan document, if Mortgagee shall determine, in its sole discretion, that the management or maintenance of the Premises is unsatisfactory, Mortgagor shall employ as managing agent of the Premises, for the duration of such default and at Mortgagor's sole expense, any person or entity designated from time to time by Mortgagee. At any time after such default, if any of the Premises shall be unprotected or unguarded, or any improved portion of the Property shall be allowed to remain vacant or deserted, then at its option, Mortgagee may employ watchmen for the Property and expend any monies deemed by it necessary to protect the Property, the buildings and improvements thereon and the Equipment and personal property therein or thereon from waste, vandalism and other hazards, depredation or injury, and any sums expended by Mortgagee for such purpose shall be evidenced, shall bear interest, shall be paid and shall be secured as provided in paragraph 14 hereof.

28. Signs. Mortgagee shall have the right to place, at any time and at Mortgagee's expense, a sign or signs on the Property indicating that Mortgagee is providing financing for the Property or improvements thereto.

29. Prior Mortgages; Cross-default. In the event that, with Mortgagee's prior written consent, the Mortgage is subject and subordinate to any mortgage or encumbrance, Mortgagor covenants that no default exists under said mortgage or the promissory note secured thereby, that it shall not commit, permit, or suffer to occur any such default, and that any default under the terms thereof shall constitute a default hereunder. Mortgagee shall have the right to advance any funds required to cure any default under the terms thereof, and any such sums shall be deemed "future advances" under the terms of the Mortgage and shall be evidenced, shall bear interest, shall be paid and shall be secured as provided in paragraph 14 hereof; to the extent that Mortgagee advances funds to cure any such default, Mortgagee shall be subrogated to the rights of the holder of the note and mortgage to whom, or for whose benefit, such funds are paid. Mortgagor shall not, without the prior written consent of Mortgagee, which may be granted or withheld in Mortgagee's

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sole discretion, accept any "future advance" under said mortgage or consent to the modification of any term thereof or of the promissory note secured thereby. The Mortgage further secures the payment and performance of Mortgagor's present or future obligations to Mortgagee under or by virtue of said mortgage or promissory note, and said mortgage and note are hereby modified to provide that any default under the Note or the terms hereof shall constitute a default thereunder; in the event of a default under the Mortgage including without limitation any default under this paragraph, any sums paid to or collected by Mortgagee by virtue of the Note or the Mortgage may be applied by Mortgagee to discharge, in whole or in part, any of the obligations secured by the Mortgage including without limitation all obligations secured under this paragraph, all in the order of priority which Mortgagee shall deem appropriate, from time to time, in its sole discretion.

30. Cross-Collateralization. In addition to the obligations described above as evidenced by the Note or otherwise, the Mortgage is given to secure any and all obligations from the Mortgagor to the Mortgagee and for all obligations of Mortgagor to Mortgagee arising by virtue of any security agreement, promissory note or other agreement between Mortgagor and Mortgagee and for all obligations of Mortgagor to Mortgagee, contingent or absolute, direct or indirect, regardless of however or whenever created whether related to the Loan or not.

31. Future Advances. This mortgage is also given to secure advances, whether such advances are obligatory or are to be made at the option of the Mortgagee, or otherwise, made to any Maker, as are made within twenty (20) years from the date hereof, to the same extent as if such future advances were made on the date of the execution of this Mortgage. The total amount of the indebtedness that may be so secured may decrease or increase from time to time, but the total unpaid balance so secured at one time shall not exceed 300% of the Note of even date herewith as set forth in the Mortgage, plus interest thereon, and any disbursements for the payment of taxes, levies, or insurance on the Mortgaged Property, with interest on such disbursements at the Default Rate (defined in the Promissory Note of even date). Advances may be made pursuant to this provision to an Obligor without the consent of the Mortgagor being obtained prior thereto, Mortgagor hereby agreeing that the Mortgaged Property, shall secure all such advances. All Notices of Limitation of Future Advances provided in accordance with the provisions of § 697.04 of the Florida Statutes shall be provided to the Mortgagee, Attention: Senior Lending Officer, EuroBank, 1901 Ponce de Leon Boulevard, Coral Gables, Florida 33134.

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32. Miscellaneous. Wherever used in the Mortgage, unless the context clearly indicates a contrary intent or unless otherwise specifically provided herein, the word "Mortgagor" shall mean Mortgagor or any subsequent owner or owners of the Premises; the word "Mortgagee" shall mean Mortgagee or any subsequent holder(s) of the Mortgage; the word "Note" shall mean the Note, any renewal notes and any additional notes hereafter to be issued secured by the Mortgage pursuant to the future advance provision hereof; the word "person" shall mean an individual, corporation, partnership, limited partnership, unincorporated association, joint stock corporation, joint venture or other legal entity; pronouns of any gender shall include the other genders; and either the singular or plural shall include the obligations and liabilities of each such person hereunder which shall be joint and several, and wherever the term "Mortgagor" is used it shall be deemed to refer to such persons jointly and severally. The Mortgage shall be binding upon the parties hereto and their respective successors and assigns, and it shall inure to the benefit of Mortgagee and its successors and assigns and Mortgagor and its permitted successors and assigns. The Mortgage may be executed in any number of counterparts, each of which shall be deemed an original, but all of which, together, shall constitute but one instrument. The Mortgage cannot be changed except by an agreement in writing, signed by the party against whom enforcement of the change is sought. Captions and headings in the Mortgage are for convenience only and shall not affect its construction.

THE UNDERSIGNED AND LENDER HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVE THE RIGHT ANY OF THEM MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION BASED HEREON, OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS MORTGAGE AND ANY OTHER AGREEMENT, DOCUMENT OR INSTRUMENT CONTEMPLATED TO BE EXECUTED IN CONJUNCTION HERewith, OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS (WHETHER VERBAL OR WRITTEN) OR ACTIONS OF ANY PARTY HERETO. THIS PROVISION IS A MATERIAL INDUCEMENT FOR MORTGAGEE ENTERING INTO THE TRANSACTIONS CONTEMPLATED HEREBY.

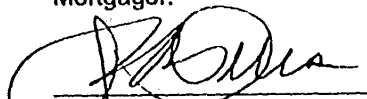
WITNESS the due execution hereof as of the date first above written.

Signed, sealed and delivered in the presence of:


Jorge Sanchez-Galarraga


Susana A. Perez


Mortgagor:

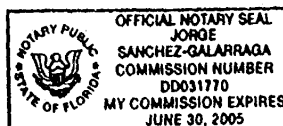

JOSE A. PEREA


LILLIAN PEREA

State of Florida)
)ss:
County of Miami-Dade)

The foregoing instrument was acknowledged before me this 17th day of May, 2002 by Jose A. Perea and Lillian Perea who produced FLORIDA DRIVER as identification. LICENSES


Jorge Sanchez-Galarraga
Notary Public, State of Florida
My commission expires:



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EXHIBIT "A"

Lot 33, Block 17, Coral Gables Crafts Section, according to the Plat thereof, as recorded in Plat Book 10, Page 40, of the Public Records of Miami-Dade County, Florida.

RECORDED IN OFFICIAL RECORDS BOOK
OF MIAMI COUNTY, FLORIDA
RECORDED
HARVEY RUVIN
CLERK CIRCUIT COURT

 BankFind Suite Home

Back to Search Results

Succeeding Institution

Eurobank



Institution Details

Data as of 02/17/2023



Received Government Assistance

Failed on 04/30/2010 and was insured until closed

FDIC Cert #
27150

Established
06/01/1980

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

Primary Federal Regulator
Federal Deposit Insurance Corporation

Main Office Address
Quebrada Arena Road #1,
Km 24.5
San Juan, PR 00926

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

Consumer Assistance
[Complaints & Questions with Personal Information](#)

Contact the FDIC
[Questions about Bank Information](#)

**Oriental Bank
Cert - 31469**



FDIC Insured
Since 03/25/1965
**Click to View
Succeeding
Institution**

See the succeeding institution for more information.

Get additional detailed information by selecting from the following:

Locations

History

Institution Profile

Other Names

This information is not available for inactive institutions.

 BankFind Suite Home

Back to Search Results

Oriental Bank



Institution Details

Data as of 02/17/2023



FDIC Insured
Since 03/25/1965

FDIC Cert

31469

Established

03/25/1965

Bank Charter Class

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

Primary Federal Regulator

Federal Deposit Insurance Corporation

Main Office Address

254 Munoz Rivera
San Juan, PR 00918

Primary Website

www.orientalbank.com

Locations

46 domestic locations: 0 states and 2 territories.

0 in foreign locations.

Financial Information

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Consumer Assistance

[Complaints & Questions with Personal Information](#)

Contact the FDIC

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Get additional detailed information by selecting from the following:

Locations

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46 Branch Offices

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25 ▼



1

2



Page #

Go

Address

254

Munoz

Full Service

44303	Main Office	Oriental Bank	San Juan, PR 00918	San Juan	San Juan	PR	Full Service Brick And Mortar
284942	1	Yabucoa Branch	Calle Cristobal Colon #21 Yabucoa, PR 00767	Yabucoa	Yabucoa	PR	Full Service Brick And Mor
284943	2	San Lorenzo Branch	#55 Eugenio Sanchez Lopez Street San Lorenzo, PR 00754	San Lorenzo	San Lorenzo	PR	Full Service Brick And Mor
284944	3	Las Piedras Branch	Calle Jesus T. Piquero #46 Las Piedras, PR 00771	Las Piedras	Las Piedras	PR	Full Service Brick And Mor
478983	128	Plaza Del Sol Branch	727 West Main Ave. Suite Pp3 Bayamon, PR 00961	Bayamon	Bayamon	PR	Full Service Brick And Mor
493858	129	Las Catalinas Branch	Las Catalinas Mall Pr52 Int. Pr-156 Caguas, PR 00725	Caguas	Caguas	PR	Full Service Brick And Mor
261228	136	Condado	1408 Magdalena Avenue	Condado	San Juan	PR	Full Service

		Branch	Condado, PR 00907				Brick And Mor
			Plaza Mall State Road Pr No. 52, & Pr . No. 3 Km 82.0 Humacao, PR 00791	Humacao	Humacao	PR	Full Service Brick And Mor
363315	144	Humacao Branch	400 Ave Ponce De Leon San Juan, PR 00918	San Juan	San Juan	PR	Full Service Brick And Mor
			Road 167 Km 0.3 Bayamon, PR 00956	Bayamon	Bayamon	PR	Full Service Brick And Mor
249975	158	Bayamon I	Alejandro Plaza Road 838 Guaynabo, PR 00969	Guaynabo	Guaynabo	PR	Full Service Brick And Mor
249979	160	Santa Maria	Road #174 Km. 1.9 Bayamon, PR 00956	Bayamon	Bayamon	PR	Full Service Brick And Mor
240771	164	Minillas	#2 Road Ponce, PR 00731	Ponce	Ponce	PR	Full Service Brick And Mor
240776	166	Las Americas Ave., Road #2	Gonzalez Giusti Ave. Guaynabo, PR 00968	Guaynabo	Gurabo	PR	Full Service Brick And Mor
249981	169	San Patricio Branch					

249983	170	Los Paseos	Las Vistas Shopping Village Rio Piedras, PR 00926	Rio Piedras	San Juan	PR	Full Service Brick And Mor
249984	171	Hatillo	#2 Road Plaza Del Norte Hatillo, PR 00659	Hatillo	Hatillo	PR	Full Service Brick And Mor
256806	172	Plaza Las Americas Branch	Plaza Las Americas Mall San Juan, PR 00918	San Juan	San Juan	PR	Full Service Brick And Mor
249988	173	Plaza Del Caribe	#1 Road Plaza Del Caribe Mall Ponce, PR 00731	Ponce	Ponce	PR	Full Service Brick And Mor
249990	174	Cayey	Road 1 Km. 56.2 Pirez Hermanos Plaza Cayey, PR 00736	Cayey	Cayey	PR	Full Service Brick And Mor
249992	175	Los Colobos	Los Colobos Shopping Center Road 3 Carolina, PR 00985 Plaza	Carolina	Carolina	PR	Full Service Brick And Mor

283245	178	Plaza Guayama	Guayama Shopping Mall Guayama, PR 00784	Guayama	Guayama	PR	Full Service Brick And Mor
283247	179	Ponce La Rambla	La Rambla Shopping Mall Ponce, PR 00731	Ponce	Ponce	PR	Full Service Brick And Mor
283249	181	Juana Diaz	Juana Diaz Shopping Center Juana Diaz, PR 00795	Juana Diaz	Juana Diaz	PR	Full Service Brick And Mor
283250	182	Aibonito	254 East San Jose Ave. Aibonito, PR 00705	Aibonito	Aibonito	PR	Full Service Brick And Mor
283258	183	Penuelas	#601 Dr. Loyola Street Penuelas, PR 00624	Penuelas	Penuelas	PR	Full Service Brick And Mor

Record & Return to:
AmeriTitle LLC
8000 SW 117 Ave., #206
Miami, FL 33183

This instrument was prepared by:
CRAIG A. ZIMMETT, ATTORNEY
ZIMMETT & ZIMMETT, P.A.
Dadeland Towers, Suite 308
9200 So. Dadeland Boulevard
Miami, Florida 33156-2703

THIS IS A BALLOON MORTGAGE AND THE FINAL PRINCIPAL PAYMENT OR THE PRINCIPAL BALANCE DUE UPON MATURITY IS **\$506,940.00**. TOGETHER WITH ACCRUED INTEREST, IF ANY, AND ALL ADVANCEMENTS MADE BY THE MORTGAGEE UNDER THE TERMS OF THIS MORTGAGE.

BALLOON MORTGAGE

THIS MORTGAGE DEED executed this 19th day of January, 2021, from **RV PALERMO HOLDINGS, LLC**, a Florida limited liability company, "**Mortgagor**" to **PALERMO GABLES HOLDINGS, LLC**, a Florida limited liability company, "**Mortgagee**", whose address is **9445 SW 100 Street, Miami, Florida 33176**.

WITNESSETH:

That for divers good and valuable considerations, and also in consideration of the aggregate sum named in the promissory note of even date herewith, hereinafter described, the Mortgagor does grant, bargain, sell, alien, remise, release, convey and confirm unto the Mortgagee, in fee simple, all of that certain tract of land of which the Mortgagor is now seized and possessed and in actual possession, situate in Miami-Dade County, Florida, described as follows, to-wit:

Lot 33, in Block 17, **CORAL GABLES CRAFTS SECTION**, according to the Plat thereof, as recorded in Plat Book 10, at Page 40, of the Public Records of Miami-Dade County, Florida.

a/k/a 333 Palermo Avenue, Coral Gables, FL 33134. Folio No. 03-4117-005-4950

Together with all and singular the tenements, hereditament and appurtenances thereunto belonging or in any wise appertaining, and also all buildings, structures, additions and improvements, now or at any time hereafter erected thereon, together with and including all of the boilers machines, heating plant, air-conditioning, lighting plant and all plumbing apparatus, fixtures, power machinery, plant or plants for running and operation of passenger or other elevators, including passenger and other elevators, venetian blinds, refrigerators, ranges, awnings and shutters, now in or hereafter located in the building upon said land, and all other machinery, appliances and apparatus now or hereafter placed on said premises, either in renewal or replacement of fixtures, machinery, appliances and appurtenances originally installed on said premises, in connection with the completion thereof or in addition thereto, which may hereafter be placed upon the above described land, which said fixtures, machinery appliances and appurtenances the Mortgagor warrants shall be free from any encumbrances, retention of title or other claims in favor of any other person and that this deed shall be a first lien thereon.



TO HAVE AND TO HOLD all and singular the said property hereby conveyed, mortgaged, pledged or assigned by the Mortgagor, or intended so to be, unto the Mortgagee, in fee simple. And the Mortgagor covenants with the Mortgagee, that the Mortgagor has full power and lawful right to convey said land in fee simple as aforesaid; that it shall be lawful for the Mortgagee at all times peaceably and quietly to enter upon, hold, occupy and enjoy said land; that said land is free from all encumbrances except as may be herein described; that the Mortgagor will make such further assurances to perfect the fee simple to said land in the fee simple title to said land in the Mortgagee as may reasonably be required; and that the Mortgagor hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever.

NOW THEREFORE, the condition of this mortgage is that if the Mortgagor shall pay unto the Mortgagee the original indebtedness secured hereby as the original principal amount of **FIVE HUNDRED FOUR THOUSAND AND 00/100 DOLLARS (\$504,000.00)** as evidenced by one or more promissory notes on file with the Mortgagee, together with any and all sums advanced to protect the security of this mortgage, together with any and all future advances as are made hereunder, with interest thereon, and if the Mortgagor shall perform, comply with and abide by each and every the stipulations, agreements, conditions and covenants contained and set forth in this mortgage and the promissory note(s) secured hereby, then this mortgage shall be null and void, otherwise to remain in full force and effect.

1. The Mortgagor hereby covenants and agrees:

(a) To pay all and singular the principal and interest and other sums of money payable by virtue of said promissory note and this deed, or either, promptly on the days respectively the same severally becomes due.

(b) To permit, commit or suffer no waste and to maintain the improvements at all times in a state of good repair and condition; and to do or permit to be done to said premises nothing that will alter or change the use and character of said property or in any way impair or weaken the accuracy of this mortgage. And in case of the refusal, neglect or inability of the Mortgagor to repair and maintain said property, the Mortgagee may, at his option, make such repairs, or cause the same to be made, and advanced moneys in that behalf.

(c) To pay all singular the taxes, assessments, levies, liabilities, and obligations of every nature on said described property each and every time when due and payable according to law, before they become delinquent, and to deliver to the Mortgagee on or before March 15th of each year tax receipts evidencing the payments of all lawfully imposed taxes for the preceding calendar year; to indemnify the Mortgagee upon his demand for all taxes, assessments and charges that may be assessed upon this mortgage or the indebtedness secured hereby and paid by the mortgagee, without regard to any law heretofore enacted or hereafter to be enacted imposing payment of the whole or any part thereof upon the Mortgagee.

(d) To pay all and singular the costs, charges and expenses, including lawyer's fees and abstract costs reasonably incurred or paid at any time by the Mortgagee because of the failure on the part of the Mortgagor to perform, comply with and abide by each and every the stipulations, agreements, conditions and covenants of said promissory note and this deed, or either, and every such payment shall bear interest from date at the rate of eighteen per centum per annum.



(e) It is further covenanted and agreed by said parties that in the event of a suit instituted to foreclose this Mortgage, the Mortgagee shall be entitled to apply at any time pending such foreclosure suit to the court having jurisdiction thereof for the appointment of a receiver of all and singular the mortgaged property, and of all rent, incomes, profits, issues and revenues thereof, from whatsoever source derived; and thereupon it is hereby expressly covenanted and agreed that the Court shall forthwith appoint such receiver with the usual powers and duties of receivers in like cases; and said appointment shall be made by the court as a matter of strict right to the Mortgagee, and without reference to the adequacy or inadequacy of the value of the property hereby mortgaged, or to the solvency or insolvency of the Mortgagors or any other party defendant to such suit. The Mortgagor hereby specifically waives the right to object to the appointment of a receiver as aforesaid and hereby expressly consents that such appointment shall be made as an admitted equity and as a matter of absolute right to the Mortgagee and that the same may be done without notice to the Mortgagor.

(f) If foreclosure proceedings should be instituted against the property covered by this Mortgage upon any other lien or claim whether alleged to be superior or junior to the lien of this Mortgage the Mortgagee may at his option immediately upon institution of such suit or during the pendency thereof declare this Mortgage and the indebted secured hereby due and payable forthwith and may at its option proceed to foreclose this Mortgage.

(g) That the Mortgagor will keep all real and personal property now or hereafter encumbered by the lien of this Mortgage insured as may be required from time to time by the Mortgagee against loss by fire, windstorm and other hazards, casualties and contingencies for such periods and for not less than such amounts as may be required by the Mortgagee and to pay promptly when due all premiums for such insurance. The amounts of insurance required by the Mortgagee shall be the minimum amount for which said insurance shall be written and it shall be incumbent upon the Mortgagor to maintain such additional insurance as may be necessary to meet and comply fully with all co-insurance requirements contained in said policies to the end that the said Mortgagor is not a co-insurer thereunder. Insurance shall be written by a company or companies approved or designated by the Mortgagee and all policies and renewals thereof shall be held by the Mortgagee. All detailed designations by the Mortgagor which are accepted by the Mortgagee and all agreements between Mortgagor and Mortgagee relating to insurance, now existing or hereafter made, shall be in writing and shall be a part of this mortgage agreement as fully as though set forth verbatim herein and shall govern both parties hereto and their successors and assigns. No lien upon any of said policies of insurance or upon any refund or return premium which may be payable on the cancellation or termination thereof, shall be given to other than the Mortgagee, except by proper endorsement affixed to such policy and approved by Mortgagee. Each policy of insurance shall have affixed thereto a Standard New York Mortgage Clause without Contribution, making all loss or losses under such policy payable to the Mortgagee as its interest may appear. In the event any sum or sums of money become payable thereunder the Mortgagee shall have the option to receive and apply the same on account of the indebtedness hereby secured, or to permit the Mortgagor to receive and use it, or any part thereof, without thereby waiving and impairing any equity, lien or right under and by virtue of this mortgage. In event of loss or physical damage to the mortgaged property the Mortgagor shall give immediate notice thereof by mail to the Mortgagee and the Mortgagee may make proof of loss if the same is not made promptly by the Mortgagor. In event of foreclosure of this mortgage or other transfer of title to the mortgaged property in extinguishment of the indebtedness secured hereby all right, title and interest of the Mortgagor in and to any insurance policies then in force shall pass to the purchaser or grantee.



(h) That if any of said sums of money herein referred to be not promptly and fully paid within **thirty** days next after the same severally becomes due and payable, or if each and every stipulation, agreement, condition and covenant of said promissory note and this mortgage, or either, are not fully performed, complied with and abided by, the said aggregate sum mentioned in said promissory note shall become due and payable forthwith, or if payments are allowed to become due and payable forthwith or thereafter at the option of the Mortgagee, the said Mortgagee may pay the same and add the sum to the unpaid amount of the promissory note as if this said aggregate sum of said promissory note was originally stipulated to be paid on such day, anything in said promissory note or herein to the contrary notwithstanding.

(i) That in order to accelerate the maturity of the indebtedness hereby secured, because of the failure of the Mortgagor to pay any tax, assessments, liability, obligation or encumbrances upon said property, as herein provided, it shall not be necessary or requisite that the mortgagee shall first pay the same.

(j) To perform, comply with and abide by each and every stipulations, agreements, conditions and covenants in said promissory note and in this deed set forth.

2. The Mortgagee may, at his option, and without waiving his right to accelerate the indebtedness hereby secured and to foreclose the same, pay either before or after delinquency any or all of those certain obligations required by the terms hereof to be paid by the Mortgagor for the protection of the mortgage security or for the collection of the indebtedness hereby secured. All sums so advanced or paid by the Mortgagee shall be charged into the mortgage account and become an integral part thereof, subject in all respect to the terms, conditions, and covenants of the aforesaid promissory note, and this mortgage, as fully and to the same extent as though a part of the original indebtedness evidenced by said note and secured by the mortgage, excepting however, that said sums shall be repaid the Mortgagee forthwith upon its demand and be in addition to the regular monthly installments provided by the mortgage note. Any monies advanced for unpaid taxes or insurance shall bear interest at 18% per annum. In the event insurance is not previously paid seven (7) days before due, Mortgagee has the right to pay the same. Any funds advanced for the insurance or unpaid taxes shall entitle the Mortgagee to a \$250.00 advancement fee.

3. To the extent of the indebtedness of the Mortgagor to the Mortgagee described herein or secured hereby, the Mortgagee is hereby subrogated to the lien or liens and to the rights of the owners and holders thereof of each and every mortgage, lien or other encumbrances on the land described herein which is paid and/or satisfied, in whole or in part, out of the proceeds of the loan described herein or secured hereby and the respective liens of said mortgages, liens or other encumbrances, shall be and the same and each of them hereby is preserved and shall pass to and to be held by Mortgagee herein as security for the indebtedness to the Mortgagee herein described or hereby secured, to the same extent that it would have been preserved and would have been held by the Mortgagee had it been duly and regularly assigned, transferred, set over, and delivered unto the Mortgagee by separate deed of assignment, notwithstanding the fact that the same may be satisfied and cancelled of record, it being the intention of the parties hereto that the same will be satisfied and cancelled of record by the holders thereof at or about the time of the recording of this mortgage.

4. In the event of the ownership of the mortgaged premises, or any part thereof, becomes vested in a person other than the Mortgagor, the Mortgagee may, without notice to the Mortgagor, deal with such successor or successors in interest with reference to this deed and the debt hereby secured, in



the same manner as with the Mortgager without any way vitiating or discharging the Mortgager's liability hereunder or upon the debt hereby secured, No sale of the premises hereby mortgaged and no forbearance on the part of the Mortgagee, and no extension of the time for the payment of the debt hereby secured given by the Mortgagee shall operate to release, discharge, modify, change or affect the original liability of the Mortgager herein either in whole or in part.

5. The lien of this deed secured and shall continue to secure payment of said indebtedness, however evidenced, whether by said promissory note or any renewal or extension thereof or substitute therefore, or otherwise, until all such indebtedness shall have been fully paid.

6. In the event the property encumbered by this mortgage shall become involved in any condemnation proceedings, the holder of this mortgage shall become entitled to defend any such action, and the title holder shall be liable for all costs, and attorney fees incurred in connection with such defense, the same to be fixed and set by the condemnation jury, and the holder of this mortgage shall be entitled to receive any award made in such condemnation proceedings for the property taken, such sum when paid to be applied to a reduction of the mortgage indebtedness.

7. The holder of this mortgage agree to promptly furnish upon the written request of the mortgagor, his heirs or assigns, or attorney, a statement in writing of the principal balance due upon this mortgage, as of any specified dated.

8. The terms "Mortgager" and "Mortgagee" whenever used in this instrument shall include the herein's, personal representatives, successors and assigns of the respective parties hereto. Wherever used the singular number shall include the plural and the plural singular, and the use of any gender shall include all genders.

9. Transfer of Property, Assumption. If all or any part of the Property or an interest therein is sold or transferred by Borrower without Lender's prior written consent, excluding (a) the creation of a lien or encumbrance subordinate to this Mortgage, (b) the creation of a purchase money security interest for household appliances, (c) a transfer by devise, descent or by operation of law upon the death of a joint tenant or (d) the grant of any leasehold interest of three years or less not containing an option to purchase, Lender may, at Lender's option declare all the sums secured by this Mortgage to be immediately due and payable. Lender shall have waived such option to accelerate if, prior to the sale or transfer, Lender and the person whom the Property is to be sold or transferred reach agreement in writing that the credit of such person is satisfactory to Lender and that the interest payable on the sums secure by this Mortgage shall be at such rate as Lender shall request. If Lender exercises such option to accelerate, Lender shall mail Borrower notice of acceleration. Such notice shall provide a period of not less than 30 days from the date the notice is mailed within which Borrower may pay the sums declared due. If Borrower fails to pay such sums prior to the expiration of such period Lender may, without further notice or demand on Borrower, invoke any remedies permitted herein.

10. This is a Balloon Purchase Money First Mortgage.

11. As additional security the Mortgager does hereby transfer, assign and set or to the said mortgagee, its successor or assigns, any and all rents now or to become due, on the above



described premises or any separate rental premise appurtenant thereto, which are situated on the land above described, such rents to be collected by or at the direction of Mortgagee, its successors or assigns, and the net proceeds thereof to be applied to the indebtedness herein before secured as and when the same shall become due and payable, and for the purpose of carrying out this provision the Mortgagor does by these presents constitute and appoint said mortgagee or the successors or assigns of the said mortgagee, as his, her or their true and lawful attorney in fact to collect any and all rents for said above described premises, expressly authorizing the mortgagee or its successors to assign to receipt tenants therefore, and does by these presents ratify and confirm any and all acts of said attorney in fact in relation to the foregoing power. The foregoing assignment of rentals shall not be deemed waiver by mere forbearance on the part of the Mortgagee in respect to its right to collect said rentals, which right of collection may be invoked by the mortgagee at any time. Nothing herein shall be deemed to constitute a mortgage in possession.

12. The parties hereby acknowledge that in addition to constituting a real estate mortgage upon the real estate and fixtures encumbered hereby this indenture also constitutes a Security Agreement and Financing Statement with respect to said fixtures and all chattels covered hereby together with all proceeds thereof in accordance with the Uniform Commercial Code Mortgage's address is: **9445 SW 100 Street, Miami, Florida 33176.**

13. Hazardous Waste Materials. Borrower represents and warrants to Lender that the Property does not presently contain any hazardous wastes, hazardous substances or materials, toxic materials, or the like, as defined or designated in any federal, state, or local law or environmental statute, regulation, or ordinance, presently in effect, as amended from time to time, and as enacted in the future, including asbestos (collectively, the "hazardous or toxic materials"), nor does the Property constitute an environmental hazard under any local, state, or federal laws or regulations applicable to the Property, and, until the indebtedness secured by this Mortgage is paid in full Borrower covenants that Borrower shall continuously keep the Property free from all hazardous or toxic materials, and Borrower shall not make, store, use, treat, or dispose of any hazardous or toxic materials on the Property.

Borrower shall indemnify, defend, and save Lender harmless from and against any and all claims, demands, suits, losses, damages, assessments, fines, penalties, costs, and expenses, including the costs of inspection, audit, clean up, and detoxification, and including attorneys' fees whether or not suit is filed and, if suit is filed, through all appellate proceedings, arising from or in any way related to personal injury or death, or to damage to the property, or to a claim by any person that hazardous or toxic materials or trash, refuse, or the like, are located on or under the Property or in the surface water or ground water on or under the Property, or related to a claim by any person that the Property constitutes an environmental hazard, whether the claim proves to be true or false. This indemnification shall survive the repayment of all sums secured by this Mortgage and shall continue for so long as Lender may incur liability for hazardous or toxic materials, or trash, refuse, or the like contained in or located on or about the Property.

14. Escrow of Funds For Taxes And Insurance. The Mortgagee may, in its sole option and at any time during the pendency of this mortgage, require that Mortgagor shall pay to Mortgagee on the day monthly payments are due under the Note, until the Note is paid in full, a sum ("Funds") equal to one-twelfth of: (a) yearly taxes and assessments which may attain priority over this mortgage; and (b) yearly hazard and flood insurance premiums. These items are called "escrow items". Mortgagee may estimate the funds due on the basis of current date and reasonable estimates of future escrow

items. If the mortgagee exercises this option, the mortgagor shall, at the closing of this mortgage or within thirty (30) days of the mortgagee's mailing of a written notice to the mortgagor of the exercise of the option, pay to the mortgagee the total amounts necessary to pay insurance the month before they are due and to pay taxes in November. In other words, if the mortgagee exercises the option or the mortgage is closed in the month of December, an initial escrow for taxes would be two-twelfth of yearly taxes.

The Funds shall be held in an institution the deposits or accounts of which are insured or guaranteed by a federal or state agency. Mortgagee shall apply the Funds to pay the escrow items. Unless an agreement is made or applicable law requires interest to be paid, Mortgagee shall not be required to pay Mortgagor any interest or earnings of the Funds. Mortgagee shall give to Mortgagor, without charge, an annual accounting of the Funds showing credits and debits to the Funds and the purpose for which each debit to the Funds was made. The Funds are pledged as additional security for the sums secured by this Security Instrument.

If the amount of the Funds held by the Mortgagee, together with the future monthly payments of Funds payable prior to the due dates of the escrow items, shall exceed the amount required to pay the escrow items when due, the excess shall be at Mortgagor's option, either promptly repaid to Mortgagor or credited to Mortgagor on monthly payments of Funds. If the amount of the Funds held by Mortgagee is not sufficient to pay the escrow items when due, Mortgagor shall pay to Mortgagee any amount necessary to make up the deficiency in one payment within ten (10) days of the Mortgagees billing for the same. Upon payment in full of all sums secured by this Security Instrument, Mortgagee shall promptly refund to Mortgagor any funds held by Mortgagee.

15. Waiver of Jury Trial. The Mortgagor(s) hereby knowingly, voluntarily and intentionally waive(s) the right to trial by jury with respect to any litigation based on this Mortgage, the Note or any other loan document, or arising out of, under, or in connection with any of the said documents or the borrower/lender relationship, or any other course of conduct, course of dealing, statements (whether verbal or written) or actions of either party. This provision is a material inducement to the mortgagee lending mortgagor the sums of money which are secured by this Mortgage Deed. Mortgagor(s) represent(s) and warrant(s) that the waivers contained in this paragraph have been freely and voluntarily made after reviewing same, or having had an opportunity to review same, with counsel of Mortgagor's(") choice.

NOTE: The Mortgagor hereby authorizes the Mortgagee or the Mortgagee's agents, attorneys and representatives to conduct such credit and investigative searches as the Mortgagee deems necessary hereby waiving the Mortgagor(s)' rights under the Gramm-Leach-Bliley Act, The Fair Debt Collection Practices Acts and The Fair Debt Reporting Act.

IN WITNESS WHEREOF, the said Mortgagor hereunder set his hand and seal the day and year first above written.

Signed, sealed and delivered
in the presence of:

THIS IS A BALLOON MORTGAGE AND THE FINAL PRINCIPAL
PAYMENT OR THE PRINCIPAL BALANCE DUE UPON MATURITY IS
\$506,940.00. TOGETHER WITH ACCRUED INTEREST, IF ANY, AND
ALL ADVANCEMENTS MADE BY THE MORTGAGEE UNDER THE
TERMS OF THIS MORTGAGE.

witness

print name: Nichelle M. Garcia-Barbosa

**RV PALERMO HOLDINGS, LLC, a Florida limited
liability company**

witness

print name: Matthew P. Petersen

By: Rodrigo Justiniano

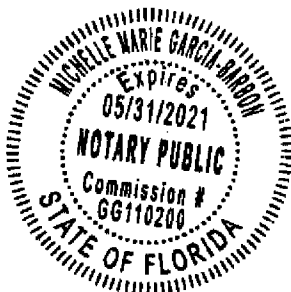
RODRIGO JUSTINIANO, Manager

By: Miriam V. Callau

MIRIAM V. CALLAU, Manager

**STATE OF FLORIDA
COUNTY OF MIAMI-DADE**

The foregoing instrument was acknowledged before me by means of ☒ physical presence
or ☐ online notarization, this 19th day of January, 2021 by **RODRIGO JUSTINIANO and
MIRIAM V. CALLAU, Managers of RV PALERMO HOLDINGS, LLC, a Florida limited liability
company**, on behalf of the company, and who are personally known to me or who have produced
FN as identification.



[Signature]
Notary Public State of Florida

Print Name:

My Commission No.:

My Commission Expires:



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Detail by Entity Name

Florida Limited Liability Company
PALERMO GABLES HOLDINGS, LLC

Filing Information

Document Number	L16000228888
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Last Event	ADMIN DISSOLUTION FOR ANNUAL REPORT
Event Date Filed	09/24/2021
Event Effective Date	NONE

Principal Address

9445 SW 100 STREET
MIAMI, FL 33176

Mailing Address

9445 SW 100 STREET
MIAMI, FL 33176

Registered Agent Name & Address

PEREA, LILLIAN
9445 SW 100 STREET
MIAMI, FL 33176

Authorized Person(s) Detail

Name & Address

Title MGR

PEREA, LILLIAN
9445 SW 100 STREET
MIAMI, FL 33176

Annual Reports

Report Year	Filed Date
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2018	06/28/2018
2019	03/29/2019
2020	03/25/2020

Document Images

[03/25/2020 -- ANNUAL REPORT](#)

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[07/20/2017 -- ANNUAL REPORT](#)

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[12/19/2016 -- Florida Limited Liability](#)

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This Instrument Was Prepared By,
and When Recorded Please Return To:
Mary E. Peña-Hilzen, Esquire
PEÑA & ASSOCIATES, P.A.
7480 Bird Road, Suite 510
Miami, Florida 33155
Tel: (305) 263-3086

IN THE CIRCUIT COURT OF THE
11TH JUDICIAL CIRCUIT IN AND
FOR DADE COUNTY, FLORIDA

IN RE: THE MARRIAGE OF
RODRIGO JUSTINIANO,

FAMILY DIVISION

CASE NO.: 2022-003510 FC 04

Petitioner/Husband,
and

MIRIAM VANNY CALLAU,

Respondent/Wife.

NOTICE OF LIS PENDENS

To: Petitioner/Husband, RODRIGO JUSTINIANO and ALL OTHERS WHOM IT MAY CONCERN:

YOU ARE NOTIFIED of a pending action, concerning the following property in Miami-Dade County, Florida, Miami, Florida, legally described as follows:

Street address: **333 Palermo Ave., Coral Gables, FL 33134**

Legal description: **Lot 33, in Block 17, CORAL GABLES CRAFTS SECTION, according to the Plat thereof, as recorded in Plat Book 10, at Page 40, of the Public Records of Miami-Dade County Florida.**

Folio No.: **30-4117-005-4950**

DATED ON March 29, 2022

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a true and correct copy of the foregoing has been electronically filed with the Clerk of the Court using the Florida Courts E-Portal, pursuant to Fla.R.Jud.Adm. 2.516(b), upon Dirk Lorenzen, Esq., Attorney for the Petitioner/Husband, 150 Alhambra Plaza, Suite 1220, Coral Gables, Florida 33134, email: dirk@lorenzenlaw.com and eservice@lorenzenlaw.com, on this 29th day March 2022.

PEÑA & ASSOCIATES, P.A.
7480 Bird Road
Suite 510
Miami, Florida 33155
Tel: (305) 263-3086
Primary e-Mail: eservice@penafirm.com
Secondary e-Mail: mary@penafirm.com

By: /s/ **Mary E. Peña-Hilzen**
Mary E. Peña-Hilzen, Esquire
Florida Bar No.: 994006
Attorney for the Respondent/Wife