



CFN 2015R0450605  
 OR BK 29695 Pgs 1344-1345 (2Pgs)  
 RECORDED 07/14/2015 09:59:10  
 DEED DOC TAX \$10,532.40  
 SURTAX \$7,899.30  
 HARVEY RUVIN, CLERK OF COURT  
 MIAMI-DADE COUNTY, FLORIDA

Prepared by and return to:  
 Aileen Franklin  
 Franklin Title Group, LLC  
 8181 NW 154 Street  
 Suite 120  
 Miami Lakes, FL 33016  
 305-517-3761  
 File Number: 06509-15R

[Space Above This Line For Recording Date]

## Warranty Deed

This Warranty Deed made this 1st day of July, 2015 between BAC Financial Services, Inc., a Panamanian corporation whose post office address is 101 Almeria Avenue, Coral Gables, FL 33134, grantor, and Redbridge Properties, LLC, a Florida limited liability company whose post office address is 355 ALHAMBRA CIRCLE, Suite 1150, Coral Gables, FL 33134, grantee:

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

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

Lots 41 and 42, Block 11, of 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.

Parcel Identification Number: 03-4117-005-3050

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

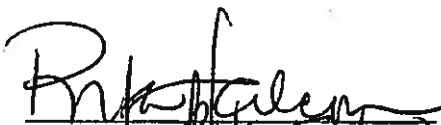
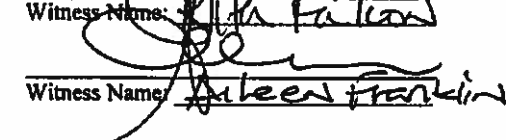
To Have and to Hold, the same in fee simple forever.


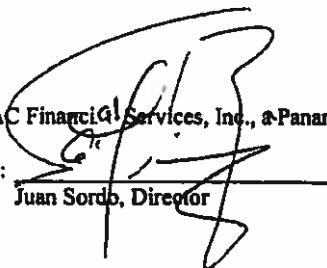
And the grantor hereby covenants with said grantee that the grantor is lawfully seized of said land in fee simple; that the grantor has good right and lawful authority to sell and convey said land; that the grantor hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances, except taxes accruing subsequent to December 31, 2014.

DoubleTimes

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

Signed, sealed and delivered in our presence:

  
Witness Name: Aileen Franklin  
  
Witness Name: Aileen Franklin

BAC Financial Services, Inc., a Panamanian corporation   
By:   
Juan Sordo, Director

(Corporate Seal)

State of Florida  
County of Miami-Dade

The foregoing instrument was acknowledged before me this 29th day of June, 2015 by Juan Sordo, President of BAC Financial Services, Inc., a Panamanian corporation, on behalf of the corporation. He  is personally known to me or  has produced a driver's license as identification.



[Notary Seal]

  
Notary Public

Printed Name: AILEEN FRANKLIN  
Notary Public - State of Florida  
My Comm. Expires Sep 19, 2016  
My Commission # EE 218573  
Bonded Through National Notary Assn.



## Detail by Entity Name

### Florida Limited Liability Company

REDBRIDGE PROPERTIES, LLC

### Filing Information

Document Number	L14000101487
FEI/EIN Number	37-1768578
Date Filed	06/23/2014
Effective Date	06/20/2014
State	FL
Status	ACTIVE

### Principal Address

355 ALHAMBRA CIRCLE SUITE 1150  
CORAL GABLES, FL 33134

### Mailing Address

355 ALHAMBRA CIRCLE SUITE 1150  
CORAL GABLES, FL 33134

### Registered Agent Name & Address

WEIL, LAURIE  
355 ALHAMBRA CIRCLE SUITE 1150  
CORAL GABLES, FL 33134

### Authorized Person(s) Detail

#### **Name & Address**

Title AMBR

REDBRIDGE GROUP OF FLORIDA, INC  
355 ALHAMBRA CIRCLE SUITE 1150  
CORAL GABLES, FL 33134

Title MGR

SANTIAGO, EDMUND  
355 ALHAMBRA CIRCLE SUITE 1150  
CORAL GABLES, FL 33134

## **Annual Reports**

<b>Report Year</b>	<b>Filed Date</b>
2015	01/15/2015

## **Document Images**

<a href="#"><u>01/15/2015 – ANNUAL REPORT</u></a>	<a href="#">View image in PDF format</a>
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<a href="#"><u>06/23/2014 – Florida Limited Liability</u></a>	<a href="#">View image in PDF format</a>
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State of Florida, Department of State

**STATE OF FLORIDA UNIFORM COMMERCIAL CODE  
FINANCING STATEMENT FORM**



**CFN 2015R0450608**  
 OR BK 29695 Pgs 1367-1371 (5Pgs)  
 RECORDED 07/14/2015 09:59:10  
 HARVEY RUVIN, CLERK OF COURT  
 MIAMI-DADE COUNTY, FLORIDA

**A. NAME & DAYTIME PHONE NUMBER OF CONTACT PERSON**  
 Richard T. Donato, Esq.

**B. Email Address**

**C. SEND ACKNOWLEDGEMENT TO:**  
 Name Law Office of Richard T. Donato, P.A.  
 Address 7700 Davie Road Extension  
 Address  
 City/State/Zip Hollywood, Florida 33023

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

**1. DEBTOR'S EXACT FULL LEGAL NAME - INSERT ONLY ONE DEBTOR NAME (1a OR 1b) - Do Not Abbreviate or Combine Names**

**1.a ORGANIZATION'S NAME**  
 REDBRIDGE PROPERTIES, LLC

<b>1.b INDIVIDUAL'S SURNAME</b>	<b>FIRST PERSONAL NAME</b>	<b>ADDITIONAL NAME(S)/INITIAL(S)</b>	<b>SUFFIX</b>

**1.c MAILING ADDRESS Line One**  
 355 Alhambra Circle, Suite 1150

<b>MAILING ADDRESS Line Two</b>	<b>CITY</b>	<b>STATE</b>	<b>POSTAL CODE</b>	<b>COUNTRY</b>
	Miami Beach	FL	33139	USA

**2. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - INSERT ONLY ONE DEBTOR NAME (2a OR 2b) - Do Not Abbreviate or Combine Names**

**2.a ORGANIZATION'S NAME**

<b>2.b INDIVIDUAL'S SURNAME</b>	<b>FIRST PERSONAL NAME</b>	<b>ADDITIONAL NAME(S)/INITIAL(S)</b>	<b>SUFFIX</b>

**2.c MAILING ADDRESS Line One**

<b>MAILING ADDRESS Line Two</b>	<b>CITY</b>	<b>STATE</b>	<b>POSTAL CODE</b>	<b>COUNTRY</b>

**3. SECURED PARTY'S NAME (or NAME of TOTAL ASSIGNEE of ASSIGNOR S/P) - INSERT ONLY ONE SECURED PARTY (3a OR 3b)**

**3.a ORGANIZATION'S NAME**  
 C1 BANK

<b>3.b INDIVIDUAL'S SURNAME</b>	<b>FIRST PERSONAL NAME</b>	<b>ADDITIONAL NAME(S)/INITIAL(S)</b>	<b>SUFFIX</b>

**3.c MAILING ADDRESS Line One**  
 100 5<sup>th</sup> Street South

<b>MAILING ADDRESS Line Two</b>	<b>CITY</b>	<b>STATE</b>	<b>POSTAL CODE</b>	<b>COUNTRY</b>
	St. Petersburg	FL	33701	USA

**4. This FINANCING STATEMENT covers the following collateral:**

First security interest in those items described in Exhibit "B" and located on or attached to the property described in Exhibit "A"; whether any of the foregoing is owned now or acquired later; all accessions, additions, replacements and substitutions relating to any of the foregoing; all records of any kind relating to any of the foregoing; and all proceeds relating to any of the foregoing (including insurance proceeds)

\$1,332,000.00

**5. ALTERNATE DESIGNATION (if applicable)**

<input type="checkbox"/> LESSEE/LESSOR	<input type="checkbox"/> CONSIGNEE/CONSIGNOR	<input type="checkbox"/> BAILEE/BAILOR
<input type="checkbox"/> AG LIEN	<input type="checkbox"/> NON-UCC FILING	<input type="checkbox"/> SELLER/BUYER

**6. Florida DOCUMENTARY STAMP TAX - YOU ARE REQUIRED TO CHECK EXACTLY ONE BOX**

All documentary stamps due and payable or to become due and payable pursuant to s. 201.22 F.S., have been paid.

Florida Documentary Stamp Tax is not required.

**7. OPTIONAL FILER REFERENCE DATA**

**EXHIBIT "A"**

**Lots 41 and 42, Block 11, of 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**

## **EXHIBIT "B"**

- (a) All buildings, structures, and improvements of any nature whatsoever now or hereafter situated upon the real property, and all heating, lighting, laundry, gas, incinerating, power, air cooling and air conditioning, plumbing, electrical refrigerating, waste, garbage, sewerage, telephone and water, fixtures, fittings, and all replacements thereof now or any time hereafter affixed to, attached to, placed upon or used in connection with operation of the improvements upon the real property hereinabove described, including, but not in any manner limiting the generality of the foregoing: all blinds, stairs, screens, stair railings, fire extinguishers, air cooling and air conditioning equipment, ventilators, lights and lighting equipment, exhaust fans, fuel, laundry equipment, water meters, electric meters, ladders, window screening, shelves, dishwashers, sinks, tubs and showers, commodes, garbage disposals, doors, water closets, lavatories, washing machines, water heaters, bidets, shower doors, electric transformers, T.V. antennae, elevators, motors, machinery, generators, sprinkling systems, waterlines, pipes, wiring, water and sewerage connections and appurtenances thereto, and sanitary sewerage connections, trash chutes and appurtenances thereto, swimming pools and sauna baths, together with all the accessories thereto, radiators, heaters, boilers, ranges, hoods, water basins, pipes, faucets, mantles, refrigerating plants and ice boxes, glass windows, storm shutters and awnings, planting and landscaping, and the hazard insurance policy covering said premises, furnaces, oil burners, or units thereof, communication systems, shades, signs, mirrors, water softeners, carpets, carpeting, and all substitutions, additions, extensions, improvements, betterments, renewals, and replacements thereof, and all the proceeds thereof and any replacements thereof, and any and all rights of subrogation provided by the Mortgage, or arising thereunder, any monies in any escrow accounts established or pursuant to said Mortgage, and property and other things of value acquired with or paid for by future or further advances pursuant to said Mortgage, all of which are hereby declared and shall be deemed to be fixtures and an accession to the freehold and a part of the realty as between the parties hereto, and all persons claiming by, through or under them, and which shall be deemed to be a portion of the security for the indebtedness here and above mentioned, and to be covered by the Mortgage hereinabove mentioned.
- (b) All water lines with sprinkler system service connections, soakage pits, hose bibs, sanitary sewer lines, sewerage force mains, paving and all equipment and fixtures of every kind and nature whatsoever forming a part of said building and improvements, or of any building or other improvement erected or installed upon the premises or any part thereof, now or hereafter erected, situated or placed thereon.
- (c) All of the right, title and interest of the Mortgagor in any fixtures located on, or attached to, said real property which may hereafter become subject to a conditional sales contract, chattel mortgage, or similar lien or claim, together with the benefit of any deposits or payments now or hereafter made by the Mortgagor thereon.
- (d) All leases, subleases, and contracts for the sale now or hereafter relating to the real and personal property of this entire Exhibit now or hereafter entered into, together with all rights, titles

and interests of the Mortgagor as Lessor and/or Seller thereunder, including the right to upon occurrence in the event of default to receive and collect the rents and/or sales prices payable thereunder, and all other rents, revenue, income, issues and profits, which are all hereby specifically assigned, transferred and pledged primarily and on a parity with said real estate, together with all management agreements, service agreements, or contracts as they affect the property.

(e) All and singular easements, rights of way, streets, roads, ways, lanes, sidewalks, curbs, alleys, passages, sewer rights, waters, water courses, littoral and/or riparian rights, water rights and powers, and all areas adjacent to or adjoining said real estate and portions thereof, and all estates, rights, title interests, privileges, liberties, tenements, hereditaments and appurtenances whatsoever, in any way belonging, relating to or appertaining to any of the property hereinabove described, or which hereafter shall, in any way belong, relate or be appurtenances thereto, whether now owned or hereafter acquired by the Mortgagor and the reversion and reversions, remainder and remainders, rent, issues and profits thereof, and all estates, rights, titles, interests, properties, portions, claims and demands whatsoever at law, as well as in equity, of the Mortgagor in and to the same.

(f) Together with any and all awards or payments, including interest thereon, and the right to receive the same, which may be made with respect to the premises as a result of (a) the exercise of the right of eminent domain, (b) the alteration of the grade of the street, or (c) any other injury to or decrease in the value of the premises, to the extent of all amounts which may be secured by this Mortgage at the date of receipt of any such award or payment by the Mortgagee, and of the reasonable counsel fees, costs and disbursements incurred by the Mortgagee in connection with the collection of such award or payment. The Mortgagor agrees to execute and deliver, from time to time, such further instruments as may be requested by the Mortgagee to confirm such assignment to the Mortgagee of any such award or payment.

(g) All right, title and interest of the Mortgagor in and to all extensions, improvements, betterments, renewals, substitutes and replacements of, and all additions and appurtenances to, the mortgaged property, hereafter acquired by, or released to the Mortgagor, or constructed, assembled or placed by the Mortgagor on the premises, and all conversions of the security constituted thereby, immediately upon such acquisition, release, construction, assembling, placement or conversions, as the case may be, and in each such case, without further mortgage, conveyance, assignment or other act by the Mortgagor shall become subject to the lien of this Mortgage as fully and completely, and with the same effect as though now owned by the Mortgagee and specifically described in the granting clause hereof, but at any and all times the Mortgagor will execute and deliver to the Mortgagee any and all such further assurances, mortgages, conveyances or assignments thereof as the Mortgagee may reasonably require for the purpose of expressly and specifically subjecting the same to the lien of this Mortgage.

(h) All insurance proceeds and policies relating to the collateral or property described herein, including unearned premiums, if any.

(i) All development permits/orders, together with deposits paid or held in connection therewith, including but not limited to any and all bonds, letters of credit, permit fees or prepaid impact or development fees relating to the premises or the collateral.



(j) All trade names, trademarks and logos used in connection with the operation of the property, and all contracts and licenses pertaining thereto.

(k) All Architect, Contractors, Engineers, Surveyors Contracts/Plans/Drawings for the Improvements to the Subject Property.



CFN 2015R0450606  
 OR BK 29695 Pgs 1346-1362 (17Pgs)  
 RECORDED 07/14/2015 09:59:10  
 MTG DOC TAX \$4,662.00  
 INTANG TAX \$2,664.00  
 HARVEY RUVIN, CLERK OF COURT  
 MIAMI-DADE COUNTY, FLORIDA

PREPARED BY AND RETURN TO:  
 Richard T. Donato, Esq.  
 7700 Davle Road Extension  
 Hollywood, Florida 33024

**FIRST MORTGAGE AND SECURITY AGREEMENT**

**THIS FIRST MORTGAGE AND SECURITY AGREEMENT** (the "Mortgage"), is made and entered into as of the 26<sup>th</sup> day of June, 2015, by REDBRIDGE PROPERTIES, LLC, a Florida limited liability company ("Mortgagor"), whose address is 355 Alhambra Circle, Suite 1150, Coral Gables, Florida 33134 to C1 BANK, a Florida banking corporation ("Mortgagee"), whose address is 100 5<sup>th</sup> Street South, St. Petersburg, Florida 33701.

**WITNESSETH:**

**WHEREAS**, Mortgagor is lawfully indebted to Mortgagee in the principal sum of One Million Three Hundred Thirty-Two Thousand and NO/100 Dollars (US\$1,332,000.00) (the "Loan") as evidenced by that certain Promissory Note executed by Mortgagor of even date herewith, which note is due and payable in installments as described therein (the "Note"), with a maturity date of June 26, 2025; and

**WHEREAS**, in consideration of, and as an inducement to the Mortgagee to make the Loan to the Mortgagor, Mortgagor has agreed to grant this Mortgage to secure repayment of the Loan and performance under the Note and other Loan Documents.

**NOW, THEREFORE**, to secure the payment of the Note and such future or additional advances made by Mortgagee from time to time for any reason permitted or provided by the terms of this Mortgage, to Mortgagor, and to secure the full and faithful of covenants and agreements of Mortgagor contained in the Note, this Mortgage, and all other instruments and documents executed in connection with the Loan by any guarantor of the Loan (hereinafter collectively referred to as the "Loan Documents"), Mortgagor hereby grants, bargains, sells, conveys, assigns, transfers, mortgages, pledges, delivers, sets over, warrants and confirms to Mortgagee:

All those certain lots, pieces, or parcels of land lying and being in Miami-Dade County, State of Florida (the "Property"), together with the buildings and improvements (the "Improvements") now or hereafter situated thereon, said land being more particularly described as follows:

**Lots 41 and 42, Block 11, of 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**

**TOGETHER WITH** all and singular the tenements, hereditaments, easements, riparian rights and other rights now or hereafter belonging or appurtenant to the Property, and the rights (if any) in all adjacent roads, ways, streams, alleys, strips and profits thereof, and all the estate, right, title, interest, property, claim and demand whatsoever of Mortgagor of, in and to the same and every part and parcel thereof;

**TOGETHER WITH** all machinery, equipment, fittings, fixtures, furniture, furnishings, and articles of property of every kind and nature whatsoever (hereinafter collectively called "Equipment") now or hereafter owned by Mortgagor and located in, upon or under the Property or any Improvements on the Property (whether actually or constructively attached thereto) and used or usable in connection with any present or future operation of the Property or such improvements; and any other items of property acquire by Mortgagor, wherever the same may be kept or stored, if acquired with the intent of their being incorporated in and/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 real estate and encumbered by this Mortgage;

**TOGETHER WITH** (a) any and all awards or payments, including interest thereon and the right to receive the same, growing out of or resulting from any exercise of the power of eminent domain (including the taking of all or any part of the Property and/or Improvements, as defined hereinafter), or any 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 Property and/or Improvements or any part thereof; (b) any unearned premiums on any hazard, casualty, liability, or other insurance policy carried for the benefit of Mortgagor, Mortgagee and/or the Property and/or Improvements (as defined hereinafter); (c) Mortgagor's rights in and to all supplies and materials delivered to or located upon the Property and used or usable in connection with the construction or refurbishing of improvements on the Property; and (d) 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, appraisals, reports, paid fees, choses-in-action, 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: (i) all contracts, plans and permits for or related to the Property or its development or the construction or refurbishing of improvements on the Property, (ii) any agreements for the provisions of utilities to the Property, (iii) all payment, performance and/or other bonds, (iv) any contracts now existing or hereafter made for the sale by Mortgagor of all or any portion of the Property, including any deposits paid by any purchasers (howsoever such deposits may be held) and any proceeds of such sales contracts, including any purchase-money notes and mortgages made by such purchasers, and (v) any declaration of condominium, restrictions, covenants, easements or similar documents now or hereafter recorded against the title to all or any portion of the Property; and

**TOGETHER WITH** all of Mortgagor's rights to enter into any lease or lease agreement regarding all or any part of the Property, and all of Mortgagor's rights to encumber the Property further for debt, Mortgagor hereby representing 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 this Mortgage, and (b) covenanting that there are to be none as of the date when this Mortgage is recorded except the Mortgage described in Paragraph 12 hereinbelow;

**TO HAVE AND TO HOLD** the above-described and granted property, appurtenances and rights (referred to collectively in this Mortgage as the "Property and/or Improvements") unto Mortgagee in fee simple forever.

**PROVIDED, HOWEVER**, that these presents are upon the condition that if Mortgagor, (a) shall pay or cause to be paid to Mortgagee the principal and all interest payable in respect of the Loan and any future advance made under this Mortgage and any other sums secured by this Mortgage, at the time and in the manner stipulated in the Note or this Mortgage or any other Loan Document, all without any deduction or credit for taxes or other similar charges paid by Mortgagor, (b) shall punctually perform, keep and observe all and singular the covenants and promises in the Note and any future advance agreement(s), in any renewals, extensions or modifications thereof, and in this Mortgage or any other Loan Document expressed to be performed, kept and observed by and on the part of Mortgagor, and (c) shall not permit or suffer to occur any default under this Mortgage or any other Loan Document, then this 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: (a) that Mortgagor has good and marketable title to the Property, is lawfully seized and possessed of the Property in fee simple and has good right to sell and convey the same; (b) that the Property and/or Improvements are unencumbered; and (c) that Mortgagor shall forever warrant and defend the Property and/or Improvements 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 Mortgagee as Mortgagee may reasonably require. Mortgagor further covenants and agrees with Mortgagee as follows:

1. **Recitals.** The foregoing recitals are true and correct and are made a part hereof.
2. **Payment and Performance.** Mortgagor shall pay or cause to be paid all sums due Mortgagee at the time and in the manner provided in the Loan Documents or any instrument evidencing a future advance, and Mortgagor shall otherwise perform, comply with and abide by each and every one of the stipulations, agreements, conditions, and covenants contained in the Loan Documents.
3. **Taxes, Assessments and Charges.** Mortgagor (a) will promptly pay in full and discharge all assessments ("Property Assessments") which are levied, imposed or assessed upon the Property and/or Improvements or any part thereof, including, without limitation, all taxes, payments in lieu of taxes, water rents, sewer rents, assessments, condominium and owner's association assessments and charges, maintenance charges and other governmental or municipal or public or private dues, charges and levies and any liens (including federal tax liens), and (b) will furnish to Mortgagee, upon demand, the receipted bills for such Property Assessments prior to the day upon which the same shall become delinquent. Property Assessments shall be

considered delinquent as of the first day any interest or penalty commences to accrue thereon. Mortgagor will promptly pay all stamp, documentary, recordation, transfer and intangible taxes and all other taxes that may from time to time be required to be paid with respect to the Loan, the Note, this Mortgage or any of the other Loan Documents. If Mortgagor defaults in the payment in full of a Property Assessment, Mortgagee shall have the right (but in no event the obligation) at its option to cure the default or take any other action Mortgagee deems necessary or desirable to protect its security (including without limitation the payment of the Property Assessment), without hereby waiving any rights remedies otherwise available to Mortgagee.

4. **Insurance.** (a) Mortgagor shall maintain property insurance with a reputable and A rated insurance company or companies licensed in Florida and reasonably acceptable to Mortgagee, covering all buildings and improvements now or hereafter located on the Property and all the Equipment and all tangible personal property encumbered by this Mortgage, for an amount not less than their full insurable value on a replacement cost basis, without contribution or coinsurance (or with coinsurance and an agreed amount endorsement), for the benefit of Mortgagor and Mortgagee as their interests may appear, by policies on such terms, in such form and for such periods as Mortgagee shall require or approve from time to time, insuring with extended coverage and broad form coverage against loss or damage by fire, lightning, flood, windstorm, hail, aircraft, riot, vehicles, explosion, smoke, falling objects, weight of ice or snow or sleet, collapse, sudden tearing as under, breakage of glass, freezing, electricity, sprinkler leakage, water damage, earthquake, vandalism and malicious mischief, theft, riot attending a strike, civil commotion, war risks (when and if war risk coverage is available), and when and to the extent required by Mortgagee, against any other risks. Regardless of the types or amounts of insurance required and approved by Mortgagee, Mortgagor shall assign and deliver to Mortgagee all policies of insurance which insure against any loss or damage to the Property and/or Improvements or any part thereof, as collateral and further security for the payment of the Loan, with loss payable to Mortgagee pursuant to a standard mortgagee clause acceptable to Mortgagee; (b) If Mortgagor defaults in so insuring the Property and/or Improvements or any part thereof or in so assigning and delivering the policies, at its option Mortgagee may effect such insurance from year to year and pay the premiums therefor, and any such sums advanced by Mortgagee shall bear interest, shall be paid and shall be secured as provided in paragraph 18. Mortgagee shall not be required to advance any such sums in order to accelerate the maturity of the Loan because of Mortgagor's default under this paragraph; (c) If Mortgagee receives any money for loss or damage by reason of such insurance, then Mortgagee at its option may retain such proceeds and apply them toward the payment of the Loan (in any order of priority Mortgagee may deem appropriate in its sole discretion), or Mortgagee may disburse them to Mortgagor, under such safeguards as Mortgagee shall deem appropriate in its sole discretion, for the reconstruction or restoration or repair of the damaged Property and/or Improvements, but Mortgagee shall not be obligated to see to the proper application by Mortgagor of any such disbursement; (d) Mortgagor shall obtain and carry general comprehensive liability insurance with a reputable and A rated insurance company or companies licensed in Florida and reasonably acceptable to Mortgagee, which policy shall name both Mortgagor and Mortgagee as insureds, with initial limits of not less than One Million Dollars (\$1,000,000.00) per occurrence and with an aggregate of Two Million Dollars (\$2,000,000.00) (or such greater or different limits which Mortgagee may require from time to time) and on such terms, in such form and for such periods as Mortgagee shall approve from time to time; (e) In the event of a foreclosure of this Mortgage, the purchaser of the Property and/or Improvements shall succeed to all the rights of Mortgagor, including any right to unearned

premiums, in and to all policies of insurance required under this Mortgage; (f) Not less than thirty (30) days prior to the expiration date of each policy required under this Mortgage, Mortgagor shall deliver to Mortgagee a renewal policy or policies marked "premium paid" or accompanied by other evidence of payment satisfactory to Mortgagee; (g) Each policy of insurance required under this Mortgage shall be non-cancelable without at least thirty (30) days' advance written notice to Mortgagee.

**5. WAIVER OF JURY TRIAL.** THE MORTGAGOR AND THE MORTGAGEE (BY ACCEPTING THIS MORTGAGE) HEREBY MUTUALLY WAIVE TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM BROUGHT BY EITHER THE MORTGAGOR AND THE MORTGAGEE AGAINST THE OTHER AND BASED UPON, ARISING OUT OF, OR CONNECTED WITH, THIS MORTGAGE, THE LOAN DOCUMENTS OR OTHER DOCUMENTS SECURING OR EXECUTED IN CONNECTION WITH THE LOAN EVIDENCED BY THIS MORTGAGE.

**6. Improvements and Development.** Mortgagor shall have the right to remove and dispose of, free from the lien of this Mortgage, such Equipment as from time to time may become worn out or obsolete, provided that, simultaneously with or prior to such removal, Mortgagor shall have replaced any such Equipment 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 this Mortgage. Without the prior written consent of Mortgagee, which Mortgagee may grant or withhold in its sole discretion, Mortgagor shall not undertake any development of the Property, nor construct any new improvements thereon, nor initiate or 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 Property and/or Improvements or any part thereof, except for the initial improvement of the Property pursuant to a validly issued building permit and in compliance with all regulations and laws imposed thereon in connection with construction of improvements. Mortgagor shall complete and pay for any permitted development and/or improvements undertaken on the Property within a reasonable time after commencing the same.

**7. Hazardous Waste.** Mortgagor to the best of its knowledge expressly covenants to Mortgagee that the Property and/or Improvements will not in the future be used for the handling, storage, transportation or disposal of hazardous or toxic materials. Mortgagor agrees to indemnify, defend and hold Mortgagee harmless from and against any loss to Mortgagee (including without limitation any reasonable attorneys' fees incurred at all trial and appellate levels) incurred by Mortgagee as a result of such intended future use, handling, storage, transportation or disposal of hazardous or toxic materials on the Property and/or Improvements. Any breach of the provisions of this Section shall be deemed a default of Mortgagor's obligations hereunder, all indebtedness to Mortgagee secured by this Mortgage shall thereupon or thereafter, at the option of Mortgagee, become immediately due and payable as fully and completely as if the said indebtedness was originally stipulated to be paid on such day, anything in the Note or herein to the contrary notwithstanding.

8. **Compliance with Laws.** Mortgagor agrees to comply with all laws, ordinances, regulations, covenants, conditions and restrictions affecting the Property and/or Improvements, and not to suffer or permit any violation thereof.

9. **Maintenance and Repair.** Mortgagor shall do everything necessary to maintain the Property and/or Improvements in good condition and repair, shall operate the Property and/or Improvements in a first-class manner, shall not commit or suffer any waste, impairment, abandonment or deterioration of the Property and/or Improvements, shall promptly pay all utility fees for services provided to the Property and/or Improvements, and shall comply with (or cause compliance with) all applicable restrictive covenants and all statutes, ordinances and requirements of any governmental authorities having jurisdiction over the Property and/or Improvements or the use thereof. In the event of any fire or other casualty loss or damage to all or any part of the Property and/or Improvements, Mortgagor shall notify Mortgagee within forty-eight (48) hours of such occurrence. Mortgagor shall notify Mortgagee within forty-eight (48) hours of such occurrence. Mortgagor shall promptly repair, restore, replace or rebuild any part of the Property and/or Improvements which may be damaged or destroyed by any casualty whatsoever or which may be affected by any condemnation, alteration of grade, or other public or quasi-public taking or injury. If Mortgagor shall fail, neglect or refuse to repair or maintain the Property and/or Improvements as aforesaid, then Mortgagee may at its option undertake such repairs or maintenance, and any funds advanced therefor by Mortgagee shall bear interest, shall be paid and shall be secured as provided in paragraph 18. Mortgagor shall not be required to advance any such funds in order to accelerate the maturity of the Loan because of Mortgagor's failure to repair or maintain the Property and/or Improvements.

10. **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 Property and/or Improvements and all right, title and interest of Mortgagor in and under all leases (and any extensions and renewals thereof) now or hereafter affecting the Property and/or Improvements. Mortgagor does hereby authorize and empower Mortgagee to collect the rents payable under all of said leases above referred to as they shall become due, and does hereby direct each and all of the tenants of the aforesaid Property to pay such rents as may now be due or shall hereafter become due to the Mortgagee upon demand for payment thereof by said Mortgagee. 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, this Mortgage, or any other Loan Document, Mortgagor may collect assigned rents and profits for not more than two (2) months (plus security deposit) 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.

11. **Loan to Value.** N/A

12. **Further Encumbrances.** Mortgagor shall not grant any other lien or mortgage on all or any part of the Property and/or Improvements or any interest therein, nor make any further assignment of the leases and rentals of the Property and/or Improvements, except for a mortgage from Mortgagor to Mortgagee in the amount of \$1,065,600.00 which mortgage is inferior and subordinate to the lien of this Mortgage, without the prior written consent of Mortgagee, which consent shall not be unreasonably withheld; any such unpermitted lien or mortgage or assignment

by Mortgagor shall entitle Mortgagee to accelerate the maturity of the Loan and foreclose this Mortgage. Any such other lien or mortgage or assignment shall be junior to this Mortgage and to all permitted tenancies now or hereafter affecting the Property and/or Improvements or any portion thereof and shall be subject to all renewals, extensions modifications, releases, interest rate increases, permitted future advances, changes or exchanges permitted by this Mortgage, all without the joinder or consent of such junior lienholder or mortgagee or assignee and without any obligation of Mortgagee's part to give notice of any kind thereto. Mortgagor shall maintain in good standing any mortgage or encumbrances to secure debt affecting any part of the Property and/or Improvements from time to time and shall not commit or permit or suffer to occur any default thereunder, nor shall Mortgagor accept any future advance under or modify the terms of any such mortgage or encumbrance which may then be superior to the lien of this Mortgage. Except for encumbrances permitted by Mortgagee, Mortgagor shall not commit or permit or suffer to occur any act or omission whereby any of the security represented by this Mortgage shall be impaired or threatened, or whereby any of the Property and/or Improvements or any interest therein shall become subject to any attachment, judgment, lien, charge or other encumbrances whatsoever, and Mortgagor shall immediately cause any such attachment, judgment, lien, charge or other encumbrance to be discharged or otherwise bonded or transferred to other security. 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 Property and/or Improvements or impose or create any direct or indirect obligation or liability on the part of Mortgagee with respect to any of the Property and/or Improvements.

13. **Prohibited Transfers.** Mortgagor shall not cause or permit or suffer to occur any of the following events without the prior written consent of Mortgagee, which Mortgagee may grant or withhold in its sole discretion, and if any of the same shall occur without such consent, then Mortgagee shall have the right to accelerate the maturity of the Loan and foreclose this Mortgage: (a) if all or any portion of the legal or equitable title to all or any portion of the Property and/or Improvements or any interest therein shall in any manner whatsoever be sold, conveyed or transferred, either voluntarily or by operation of law except for transfers arising as part of a governmental taking; (b) if Mortgagor shall enter into any lease or other arrangement with any third party regarding the use or possession by such third party of all or any portion of the Property and/or Improvements (regardless of whether such lease or arrangement includes an option to purchase) unless prior written consent is obtained from Mortgagee; or (c) in the case of a corporate Mortgagor (or a partnership or trust or other business entity), if any stock or partnership interest (other than limited partnership interests) or beneficial interest in Mortgagor shall be transferred in a manner resulting in a change in control of Mortgagor, or if such stock or partnership interest (other than limited partnership interests) or beneficial interest shall be assigned, pledged, hypothecated, mortgaged or otherwise encumbered.

14. **Further Instruments.** Mortgagor shall execute and deliver to Mortgagee, from time to time and on demand, any further instruments (and pay the 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 security interest of Mortgagee in all the property intended to be mortgaged hereby, whether now mortgaged, later substituted for other collateral, or acquired subsequent to the date of this Mortgage.



15. **Estoppel Letters and Information.** Upon request made either personally or by mail, Mortgagor or Mortgagee shall certify, by a duly acknowledged writing, to Mortgagee or to any proposed assignee of this Mortgage, the amount of principal and interest and other sums then owing on the Loan and whether any offsets or defenses exist against the payment of the Loan. Mortgagor shall provide such estoppel certificate within five (5) days in the case of a personal request and within ten (10) days after Mortgagor's receipt of a mailed request. Mortgagor shall promptly furnish to Mortgagee any financial or other information regarding Mortgagor or the Property and/or Improvements required by any Loan Document or which Mortgagee may reasonably request from time to time.

16. **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 overnight express service, in which latter cases 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. Any notice to Mortgagee shall be addressed to the attention of a vice-president or higher officer. Until the designated addresses are changed by notice given in accordance with this paragraph, notice to either party shall be sent to the respective address set forth on the first page of this Mortgage.

17. **Default.** At Mortgagee's option, all of the principal and interest and other sums secured by this Mortgage 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 this Mortgage or otherwise to enforce this Mortgage, the Note and any other Loan Document, upon the occurrence of any of the following defaults: (a) failure of Mortgagor to pay any sum due under the Note and the expiration of the grace period (if any) provided in the Note for such payment; or (b) failure to repay any sum paid or advanced by Mortgagee under the terms of this Mortgage or any other Loan; or (c) failure to pay any tax, assessment, utility charge, or other charge against the Property and/or Improvements or any part thereof as and when required by this mortgage; or (d) actual waste, impairment, abandonment, deterioration, removal, demolition, material alteration or enlargement of any building or other improvements on the Property, or the commencement of construction of any new building or other improvements on any part of the Property, in either case without the prior written consent of Mortgagee, which Mortgagee may grant or withhold in its sole discretion; or (e) failure to obtain, assign, deliver or keep in force the policies of insurance required by this Mortgage or any other Loan Document; or (f) Mortgagor's failure or refusal to certify, within the time required by this Mortgage, the amount due under the Loan and whether any offsets or defenses exist against payment of the Loan; or (g) Mortgagor's filing for record, without the prior written consent of Mortgagee, which Mortgagee may grant or withhold in its sole discretion, another Mortgage on the Property and/or Improvements, and/or a Notice Limiting Amount of Future Advances in connection therewith; or (h) any sale, transfer (whether voluntary or by operation of law), pledge, hypothecation or further encumbrancing of all or any part of the Property and/or Improvements or any interest therein, or the additional assignment of all or any part of the rents, income or profits arising therefrom, in either case without the prior written consent of Mortgagee, which Mortgagee may grant or withhold in its sole discretion; or (i) upon the filing of any suit against the Property and/or Improvements upon any claim or lien other than this Mortgage (whether superior or inferior to this Mortgage); or (j) 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 and/or Improvements or any operation conducted on the Property (or, such order or notice provides a time period for compliance, Mortgagor's failure to comply within such period), or, in the case of a curable noncompliance requiring longer than the applicable time period for its cure, Mortgagor's failure to commence to comply with said order or notice within said period or failure thereafter to pursue such cure diligently to completion; of (k) the issuance of any order by the State of Florida, or any subdivision, instrumentality, administrative board or department thereof, declaring unlawful or suspending any operation conducted on the Property and/or Improvements; or (l) 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 any instrumentality thereof or any other person with eminent domain powers (if such taking would prohibit the use of the Property for its currently zoned purpose), of a notice of taking of any estate less than an estate in fee simple in 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; or (m) any representation, warranty, affidavit, certificate or statement made or delivered to Mortgagee by or on behalf of Mortgagor or any guarantor of the Loan from time to time in connection with the Loan or this Mortgage or any other Loan Document shall prove false, incorrect or misleading in any respect deemed material by Mortgagee; or (n) the death, dissolution or termination of existence (as applicable) of Mortgagor or any guarantor of the Loan or the failure, cessation or liquidation of its business, or if the person(s) controlling any of them which is a business entity shall take any action authorizing or leading to the same unless, in the event of death, on or before the earlier of: (i) the expiration of the period for filing claims in the estate of such party or (ii) sixty (60) days, after such death, or in the event of incapacity, within ninety (90) days after such incapacity, a substitute party acceptable to Lender, in its sole and absolute discretion, agrees to assume and perform the obligations of Guarantor in connection with the Loan and the Property; or (o) any default by Mortgagor or any guarantor of the Loan in the payment of any indebtedness for borrowed money (whether direct or contingent and whether matured or accelerated) to Mortgagee, or if Mortgagor or any guarantor of the Loan shall become insolvent or unable to pay their respective debts as the same become due; or (p) the disposition of all or substantially all of the assets of Mortgagor or any guarantor of the Loan for less than fair market value, or the issuance of any levy, attachment, charging order, garnishment or other process against any of their respective property, or the filing of any lien against any such property (and the expiration of any grace period provided in any Loan Document for the discharge of such lien); or (q) if Mortgagor or any guarantor of the Loan shall make an assignment for the benefit of creditors, file a petition in bankruptcy, apply to or petition any tribunal for the appointment of a custodian, receiver, intervenor or trustee for any of them or a substantial part of their respective assets, or if any of them shall commence any proceeding under any bankruptcy, arrangement, readjustment of debt, dissolution or liquidation law or statute of any jurisdiction, whether now or hereafter in effect, or if any of them shall be act or omission approve, consent to or acquiesce in the filing of any such petition or application against any of them or the appointment of any such custodian, receiver, intervenor or trustee or the commencement of any such proceeding against any of them or the entry of an order for relief with respect to any of them or if any such petition or application shall have been filed or proceeding commenced against any of them which remains undismissed for sixty (60) days or more or in which an order for relief is entered, or if any of them shall suffer any such appointment of a custodian, receiver, intervenor or trustee to continue undischarged for sixty (60) days or more; or (r) if Mortgagor or any guarantor of the Loan shall

have concealed, transferred, removed, any part of their respective property with intent to hinder, delay or defraud any of their respective creditors, or if any of them shall have made or suffered a transfer of any of their respective properties which may be invalid under any bankruptcy, fraudulent conveyance, preference or similar law, or if any of them shall have made any transfer of their respective properties to or for the benefit of any creditor at a time when other creditors similarly situated have not been paid; or (s) the failure to obtain any permit, license, approval or consent from, or to make any filing with, any governmental authority (or the lapse or revocation or rescission thereof once obtained or made) which is necessary in connection with the Loan, any Loan Document or the enforcement thereof, or if it shall become unlawful for Mortgagee to make or maintain the Loan or for Mortgagor, or any guarantor to perform any of their respective obligations under any Loan Document; or (t) Mortgagee's election to accelerate the maturity of the Loan under the provisions of any other Loan Document. No consent or waiver expressed or implied by Mortgagee with respect to any default by Mortgagor under this Mortgage shall be construed as a consent or waiver with respect to 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 curative action initiated by Mortgagee or any other 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. In order to accelerate the maturity of the Loan because of Mortgagor's failure to pay any tax, assessment, premium, charge, liability, obligation or encumbrance upon the Property and/or Improvements as required by this Mortgage, or in order to accelerate because of any other default by Mortgagor, Mortgagee shall not be required to pay the same or to advance funds to cure the default, notwithstanding Mortgagee's option under this Mortgage or any other Loan Document to do so; no such payment or advance by Mortgagee shall be deemed or construed a waiver of Mortgagee's right to accelerate the maturity of the Loan on account of such failure or other default. Notwithstanding anything contained in this Mortgage, the Note, or any other Loan Document delivered in connection with the Loan, a default under any other indebtedness of Mortgagor, or any other guarantor of the Loan to Mortgagee, shall be a default under this Mortgage, and vice versa.

18. **Advances Hereunder.** In the event of any default in the performance of any of Mortgagor's covenants or agreements contained in this Mortgage or any other Loan Document or the violation of any term thereof, Mortgagee shall have the right (but in no event the obligation) at its option to cure the default or take any other action Mortgagee deems necessary or desirable to protect its security (including without limitation, the payment of any taxes, assessments, premiums, charges, liens or encumbrances required of Mortgagor under this Mortgage), without thereby waiving any rights or remedies otherwise available to Mortgagee. If Mortgagee shall elect to advance at any time any sum(s) for the protection of its security or for any other reason permitted or provided by any of the terms of this Mortgage or any other Loan Document, then such sum(s) shall be deemed Loan funds, shall be secured by this Mortgage and shall bear interest until paid at the "Default Rate" provided in the Note commencing on the date they are advanced by Mortgagee. If advanced by Mortgagee before the (natural or accelerated) maturity date of the Loan, such sum(s) shall be due and payable by Mortgagor on such maturity date or fifteen (15) days following Mortgagor's receipt of demand therefor, whichever is earlier, but if advanced after the (natural or accelerated) maturity date, such sum(s) shall be due and payable immediately without demand. Mortgagee's lien on the Property and/or Improvements for such advances shall be superior to any right or title to, interest in, or claim upon all or any portion of the Property and/or Improvements junior to the lien of this Mortgage. Without the prior written consent of

Mortgagee, which Mortgagee may grant or withhold in its sole discretion, Mortgagor shall not file for record any notice limiting the maximum principal amount that may be secured by this Mortgage to an amount less than the limit set forth in the future advance clause of this Mortgage.

**19. Escrow for Taxes and Insurance.** Subject to applicable law or to a written waiver by Mortgagee, which waiver may be withdrawn by Mortgagee at any time in Mortgagee's sole discretion, Mortgagor shall pay to Mortgagee on the day monthly payments are due under the Note, until the Note is paid in full, a sufficient sum in Lender's reasonable discretion ("Funds") to pay: (a) yearly taxes and assessments which may attain priority over this Security Instrument; (b) Insurance premiums, and (b) yearly leasehold payments or ground rents on the Property, if any. Those items are called "escrow items." Mortgagee may estimate the Funds due on the basis of current data and reasonable estimates of future escrow items.

The Funds shall be held in an institution the deposits or accounts of which are insured or guaranteed by a federal or state agency (including Mortgagee if Mortgagee is such an institution). Mortgagee shall apply the Funds to pay the escrow items. Mortgagee may not charge for holding and applying the Funds, analyzing the account or verifying the escrow items, unless applicable law permits Mortgagee to make such a charge. A charge assessed by Mortgagee in connection with Mortgagor's entering into this Security Instrument to pay the cost of an independent tax reporting service shall not be a charge for the purpose of the preceding sentence. Mortgagor and Mortgagee may agree in writing that interest shall be paid on the Funds. 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 on 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 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 or more payments as required by Mortgagee.

Upon payment in full of all sums secured by this Security Instrument, Mortgagee shall promptly refund to Mortgagor any Funds held by Mortgagee. If the Property is sold or acquired by Mortgagee, Mortgagee shall apply, no later than immediately prior to the sale of the Property or its acquisition by Mortgagee, any Funds held by Mortgagee at the time of application as a credit against the sums secured by this Security Instrument.

**20. Receiver.** In any action to foreclose this Mortgage, or upon the actual waste to any part of the Property and/or Improvements, Mortgagee shall have the right to apply without notice for the appointment of a receiver of the Property and/or Improvements and the rents and profits thereof, and Mortgagee shall be entitled to the appointment of such a receiver as a matter of right, without consideration of the value of the Property and/or Improvements as security for the amounts due Mortgagee or the solvency of any person liable for the payment of such amounts.

21. **Remedies.** The rights of Mortgagee arising hereunder, under the Note or under any other Loan Document, 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 Mortgagee, together with the appropriate interest thereon and all costs of collection, including reasonable attorneys' fees and reasonable appellate attorneys' fees, with interest thereon. In case of any foreclosure sale, the Property and/or Improvements may be sold in one parcel and as an entirety or in such parcels, manner or order as Mortgagee may elect.

22. **Fees and Expenses.** Mortgagor shall pay any and all costs, expenses and reasonable attorneys' fees incurred by Mortgagee (regardless of whether in connection with any action, proceeding or appeal) to sustain the lien of this Mortgage or its priority, to protect or enforce any of Mortgagee's rights under this Mortgage or under any other Loan Document, to recover any indebtedness secured hereby, to contest or collect any award or payment in connection with the taking or condemnation of all or any part of the Property and/or Improvements, or for any title examination or abstract preparation or title insurance policy relating to the Property, and all such sums shall bear interest, shall be paid and shall be secured as provided in paragraph 18.

23. **Public Takings.** Notwithstanding any taking by eminent domain, any alteration of the grade of any street, or any other injury to or decrease in value of the Property and/or Improvements or any portion thereof caused by any public or quasi-public authority or person, Mortgagor shall continue to pay interest on the Loan and all other sum(s) secured hereby until Mortgagee shall have actually received the award or payment for such taking or alteration or injury and shall have applied the same against the Loan. Mortgagee at its option may retain any such award or payment and apply all or part of the same toward payment of the Loan (in any order of priority Mortgagee may deem appropriate in its sole discretion), or Mortgagee may disburse all or part of such award for or rebuilding any part of the Property and/or Improvements which may have been altered, damaged or destroyed as a result of any such taking or alteration or injury, or for any other purpose or object satisfactory to Mortgagee in its sole discretion.

24. **Documentary Stamps and Intangible Taxes.** If at any time the State of Florida shall determine that the intangible tax paid in connection with this Mortgage is insufficient or that the documentary stamps affixed hereto are insufficient, and 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 bear interest, shall be paid and shall be secured as provided in paragraph 18.

25. **No Shift of Taxes.** In the event of the passage after the date of this Mortgage of any federal, state or local law (a) deducting from the value of real property the balances of any lien(s) 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 or additional tax on this Mortgage or the Note or Mortgagee, then Mortgagee shall have the right to declare the Loan due on a date to be specified by not less than thirty (30)

days' notice to Mortgagor; provided, however, that such election shall be ineffective if Mortgagor is permitted by law to pay the whole or 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 under this Mortgage 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 this Mortgage.

**26. Uniform Commercial Code.** This Mortgage is a security agreement (as defined in the Florida Uniform Commercial Code), and a carbon, photographic, or other reproduction of either this Mortgage or a financing statement may be filed in the Public Records or with the Secretary of State under the Florida Uniform Commercial Code. The remedies for any violation of the covenants, terms and conditions contained in this Mortgage shall be as prescribed (i) in this Mortgage; (ii) by general law; or (iii) as to any items included in the definition of the Property and/or Improvements that may also be listed in any filed financing statement, by the specific statutory provisions now or hereafter enacted and specified in the Florida 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 derogate from or impair in any way their declared intention that everything used in connection with the production of income from the Property and/or Improvements or described or reflected in this 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 estate to the fullest extent permitted by law, irrespective of whether (i) any such item is physically attached to the improvements; (ii) 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 (iii) 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 (i) the rights in or the proceeds of any insurance policy; (ii) any award in eminent domain proceedings for a taking or for loss of value; (iii) 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 thereto, whether pursuant to lease or otherwise; or (iv) any other item included in the definition of the Property and/or Improvements, shall never be construed to alter any of the rights of Mortgagee as determined by this Mortgage or to impugn the priority of the interests of Mortgagee granted in this 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 (i), (ii), (iii) or (iv) 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 any subdivision or entity of the federal government, must be filed in the Uniform Commercial Code records.

**27. Payments to Mortgagee.** Any payment made in accordance with the terms of the Note or this 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 this Mortgage, by any subsequent owner of the Property and/or Improvements, by any other person whose interest in the Property and/or Improvements might be prejudice in the event of a failure to make such payment (or by any partner, stockholder, officer or director of any such person), shall be deemed, as between Mortgagee and all such persons who at any time may be so liable or may have an interest in the Property and/or Improvements, to have been made on behalf of all such persons. Mortgagee's acceptance of any payment which is less than full payment of all amounts then due and payable to Mortgagee, even

if made by one other than the obligor, shall not constitute a waiver of Mortgagee's option to accelerate the maturity of the Loan or exercise any other rights or remedies of Mortgagee.

28. **Governing Law.** This 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 applicable Florida law.

29. **No Usury.** In no event shall any agreed to or actual exaction charged, reserved or taken as an advance or forbearance by Mortgagee as consideration for the Loan exceed the limits (if any) imposed or provided by the law applicable from time to time to the Loan for the use or detention of money or for forbearance in seeking its collection; Mortgagee hereby waives any right to demand any such excess. In the event that the interest provisions of the Note or any exactions provided for in the Note, this Mortgage or any other Loan Document shall result at any time or for any reason in an effective rate of interest that transcends the maximum interest rate permitted by applicable law (if any), then without further agreement or notice the obligation to be fulfilled shall automatically be reduced to such limit and all sums received by Mortgagee excess of those lawfully collectible as interest shall be applied against the principal of the Loan immediately upon Mortgagee's receipt thereof, with the same force and effect as though the payor had specifically designated such extra sums to be so applied to principal and Mortgagee had agreed to accept such extra payment(s) as a premium-free prepayment or prepayments.

30. **Severability.** Any provision of this Mortgage which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction only, be ineffective only to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof or affecting the validity of enforceability of such provision in any other jurisdiction.

31. **Inspection and Security.** 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 Property and/or Improvements at the risk of such person entering the Property.

32. **Indemnity.** In the event Mortgagee shall be named as a party to any lawsuit brought at any time against Mortgagor or with respect to the Property and/or Improvements of this Mortgage or the Loan, then regardless of the merits of such lawsuit, except if as a result of Mortgagee's willful misconduct, Mortgagor shall defend Mortgagee and indemnify and hold Mortgagee fully harmless from any and all claims, demands, damages, liabilities, judgments, losses, costs, expenses and reasonable attorneys' fees arising out of or resulting from any such lawsuit or any appeal in connection therewith.

33. **Subrogation.** Mortgagee is hereby subrogated (a) to the lien(s) of each and every mortgage, lien or other encumbrance on all or any part of the Property and/or Improvements which is fully or partially paid or satisfied out of the proceeds of the Loan; and (b) to the rights of the owner(s) and holder(s) of any such mortgage, lien or other encumbrance. The respective rights under and priorities of all such mortgages, liens or other encumbrances shall be preserved and shall pass to and be held by Mortgagee as security for the Loan, to the same extent as if they had been duly assigned by separate instrument of assignment and notwithstanding that the same may have been cancelled and satisfied of record.

**34. Representations and Warranties.** In order to induce Mortgagee to make the Loan, Mortgagor represents and warrants that: (a) there are no actions, suits or proceedings pending or threatened against or affecting Mortgagor or involving the validity or enforceability of this Mortgage or the priority of its lien, before any court of law or equity or any tribunal, administrative board or governmental authority, and Mortgagor is not in default under any other indebtedness or with respect to any order, writ, injunction, decree, judgment or demand of any court or any governmental authority; (b) the execution and delivery by Mortgagor of the Note, this Mortgage and all other Loan Documents do not and shall not (i) violate any provisions of any law, rule, regulation, order, writ, judgment, injunction decree, determination or award applicable to Mortgagor or any other person executing the Note, this Mortgage or other Loan Documents; nor (ii) result in a breach of or constitute a default under, any indenture, bond, mortgage, lease, instrument, credit agreement, undertaking, contract or other agreement to which Mortgagor or such other person is a party or by which either or both of them or their respective properties may be bound or affected; (c) the Note, this Mortgage and all other Loan Documents constitute valid and binding obligations of Mortgagor and such other person(s) in accordance with their respective terms; (d) all financial statements of Mortgagor and any guarantor(s) of the Loan delivered to Mortgagee have been prepared in accordance with generally accepted accounting principles consistently applied and fairly present the correct respective financial conditions of Mortgagor and any such guarantor(s) as of their respective dates and the foregoing shall be true with respect to the Financial Statement and tax returns delivered to Mortgagee prior to execution hereof; (e) there is no fact that Mortgagor and the guarantors of the Loan have not disclosed to Mortgagee in writing that could materially adversely affect their respective properties, businesses or financial conditions; (f) Mortgagor and any guarantor(s) of the Loan have or will duly obtain all permits, licenses, approvals and consents from, and made all filings with, any governmental authority (and the same have and will not lapse nor been rescinded or revoked) which are necessary in connection with the execution and delivery of this Mortgage and any other Loan Document, the making of the Loan, the performance of their respective obligations under any Loan Document, or the enforcement of any Loan Document; (g) the proceeds of the Loan are not being used to purchase or carry any "margin stock" within the meaning of Regulation "U" of the Board of Governors of the Federal Reserve System, nor to extend credit to others for that purpose; and (h) the extension of credit secured by this Mortgage is exempt from the provisions of the Federal Consumers Credit Protection Act (Truth-in-Lending Act) and Regulation "Z" of the Board of Governors of the Federal Reserve System, because Mortgagor is a person fully excluded therefrom, and/or because said extension of credit is only for business or commercial purposes of Mortgagor and the proceeds of the Loan are not being used for personal, family, household or agricultural purposes. Mortgagor acknowledges and agrees that Mortgagee is relying on the representations and warranties in this Mortgage and all other Loan Documents as a precondition to making the Loan, and that all such representations and warranties shall survive the closing of the Loan and any bankruptcy proceedings.

**35. Business Entity.** If Mortgagor is a corporation, partnership or other business entity, then Mortgagor hereby represents and warrants, in order to induce Mortgagee to make the Loan, that: (a) Mortgagor is duly organized, validly existing and in good standing under the laws of the jurisdiction of its creation and the state of Florida; (b) Mortgagor has all requisite power and authority (corporate or otherwise) to conduct its business, to own its properties, to execute and deliver the Note and this Mortgage and all other Loan Documents, and to perform its obligations under the same; (c) the execution, delivery and performance by Mortgagor of the



Note, this Mortgage and all other Loan Documents have been duly authorized by all necessary actions (corporate or otherwise) and do not require the consent or approval of Mortgagor's stockholders (if a corporation) or of any other person or entity whose consent has not been obtained; and (d) the execution, delivery and performance of the Note, this Mortgage and all other Loan Documents do not and shall not conflict with any provision of Mortgagor's by-laws or articles of incorporation (if a corporation), partnership agreement (if a partnership) or trust agreement or other document pursuant to which Mortgagor was created and exists.

36. **Future Advances.** This Mortgage is given to secure only the original indebtedness of \$1,332,000.00 of the Mortgagor to the Mortgagee evidenced by the Note secured hereby, and any disbursements made by the Mortgagee for the payment of taxes, insurance or other liens on the Property encumbered by this Mortgage, with interest on such disbursements, which advances shall be secured hereby to the same extent as if such future advances were made this date. The total amount of indebtedness secured hereby may increase or decrease from time to time. The provisions of this paragraph shall not be construed to imply any obligation on Mortgagee to make any future advances, it being the intention of the parties that any future advances shall be solely at the discretion and option of the Mortgagee. Any reference to "Note" in this Mortgage shall be construed to reference any future advances made pursuant to this paragraph.

37. **Interpretation.** Whenever the context of any provision of this Mortgage shall so require, words in the singular shall include the plural, words in the plural shall include the singular, and pronouns of any gender shall include the other genders. Captions and headings in this Mortgage are for convenience only and shall not affect its interpretation. All references in this Mortgage to Exhibits, Schedules, paragraphs and subparagraphs refer to the respective subdivisions of this Mortgage, unless the reference expressly identifies another document. Wherever used in this Mortgage, unless the context clearly indicates a contrary intention or unless this Mortgage specifically provides otherwise: (a) the term "Mortgagor" shall mean "Mortgagor or any subsequent owner or owners of the Property and/or Improvements"; (b) the term "Mortgagee" shall mean "Mortgagee or any subsequent holder(s) of this Mortgage"; (c) the term "Note" shall mean "the Note, any renewal notes and any additional notes hereafter to be issued and secured by this Mortgage pursuant to the future advance provision hereof"; (d) the term "Loan" shall mean "the Loan and any future or additional advances made by Mortgagee from time to time for any reason permitted or provided by the terms of this Mortgage or any other Loan Document"; and (e) the term "person" shall mean "an individual, corporation, partnership, limited partnership, unincorporated association, joint stock corporation, joint venture or other legal entity".

38. **Setoff.** In addition to any other remedies available to Mortgagee in any of the Loan Documents or under applicable law, Mortgagor shall maintain all accounts with Mortgagee who shall have the right to set off against any accounts, deposits, certificates of deposit of Mortgagor and any endorsers, sureties, guarantors, and all others who are, or who may become liable for the payment of the Loan and any advances made hereunder, which are now or hereafter in the possession of Mortgagee. Mortgagor and such other parties authorize and empower Mortgagor, in its sole discretion, at any time after the occurrence of a Default hereunder, or under the other Loan Documents, to appropriate and, in such order as Mortgagee may elect, apply any such money, deposits, or property to the payment of the Loan and any advances made hereunder.

39. Miscellaneous. Time is of the essence of all provisions of this Mortgage. Mortgagor hereby waives all right of homestead exemption (if any) in the Property and/or Improvements. If Mortgagor consists of more than one person, the obligations and liabilities of each such person hereunder shall be joint and several, and wherever the term "Mortgagor" is used it shall be deemed to refer to such persons jointly and severally. If Mortgagor is a partnership, then all general partners in Mortgagor shall be liable jointly and severally for the covenants, agreements, undertakings and obligations of Mortgagor in connection with the Loan, notwithstanding any contrary provision of the partnership laws of the State of Florida. This Mortgage shall be binding upon the parties hereto and their respective heirs, personal representatives, successors and assigns, and it shall inure to the benefit of Mortgagee and its successors and assigns and to the benefit of Mortgagor and Mortgagor's heirs, personal representatives and permitted successors and assigns. This 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. This Mortgage cannot be changed except by an agreement in writing, signed by the party against whom enforcement of the change is sought.

IN WITNESS WHEREOF, the Mortgagor has hereunto set his hand and seal on the day and year first above written.

Signed, sealed and delivered in the presence of:

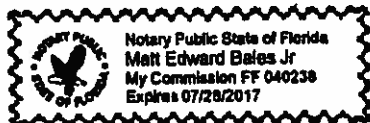
Sign: *Matt Bales Jr*  
Print: Matt Bales, Jr.  
Sign: *Maricely Fraga*  
Print: Maricely Fraga

REDBRIDGE PROPERTIES, LLC, a  
Florida limited liability company

By: *Edmund Santiago*  
Edmund Santiago, Manager

STATE OF FLORIDA  
COUNTY OF MIAMI-DADE

The foregoing instrument was acknowledged before me this 24<sup>th</sup> day of June, 2015 by Edmund Santiago as Manager of Redbridge Properties, LLC, a Florida limited liability company, on behalf of the Mortgagor, who is  personally known to me or  has presented \_\_\_\_\_ as proof of identification.



*Matt Bales Jr* [SEAL]  
Notary Public, State of Florida



CFN 2015R0450610  
OR BK 29695 Pgs 1389-1392 (4Pgs)  
RECORDED 07/14/2015 09:59:10  
HARVEY RUVIN, CLERK OF COURT  
MIAMI-DADE COUNTY, FLORIDA

**PREPARED BY AND RETURN TO:**

Richard T. Donato, Esq.  
7700 Davie Road Extension  
Hollywood, Florida 33024

**ASSIGNMENT OF RENTS, LEASES AND PROFITS**

**THIS ASSIGNMENT OF RENTS, LEASES AND PROFITS** (this "Assignment") is made this 24<sup>th</sup> day of June, 2015 by **REDBRIDGE PROPERTIES, LLC**, a Florida limited liability company, whose mailing address is 355 Alhambra Circle, Suite 1150, Coral Gables, Florida 33134 (hereinafter called "Assignor," which term as used herein in every instance shall include Assignor's successors, legal representatives and assigns), to **CI BANK**, a Florida banking corporation, whose mailing address is 100 5<sup>th</sup> Street South, St. Petersburg, Florida 33701 (hereinafter called "Assignee," which term as used herein in every instance shall include Assignee's successors, legal representatives and/or assigns).

**WITNESSETH:**

For value received and as additional security for the indebtedness of the "Note" (as defined herein) and the performance of the obligations hereinafter mentioned, Assignor hereby assigns, sets over, transfers and conveys unto Assignee all the right, title, interest and privilege of Assignor in and to the rents, issues, profits, revenues, income, royalties, rights and benefits (hereinafter sometimes referred to as "Rents") from that certain property located in Miami-Dade County, Florida (the "Property") more particularly described as follows:

**Lots 41 and 42, Block 11, of 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**

The term of this Assignment shall be until that certain Mortgage and Security Agreement covering the Property (the "Mortgage") made, executed and delivered by Assignor to Assignee or any extension or renewal thereof, and a certain \$1,065,600.00 Promissory Note (the "Note") from Assignor to Assignee, each of even date herewith, shall have been fully paid and satisfied, whichever occurs later, at which time this Assignment is to be fully satisfied, canceled and released, and the release of the Mortgage shall constitute a release hereof.

Assignor hereby further assigns, sets over, transfers and conveys unto Assignee all leases of the Property, whether written or oral, as the same may be modified, extended or renewed, or to be made hereafter (the "Leases"), all guaranties of leases and all rents, income and profits due and becoming due therefrom.

Assignor hereby further assigns to Assignee all awards made to Assignor on account of any of the Leases in any State or Federal bankruptcy, insolvency or reorganization proceedings,

and to all payments made by lessees thereunder in lieu of rent. Assignor hereby appoints Assignee as its irrevocable attorney in fact to appear in all actions and/or to collect all such awards and payments.

Assignor does hereby authorize and empower Assignee to collect the Rents payable under all of the Leases as they shall become due, and does hereby direct each and all of the tenants of the Property to pay such rents as may now be due or shall hereafter become due to Assignee upon demand for payment thereof by Assignee. It is understood and agreed, however, that no such demand shall be made unless and until there has been a default in the payment of the indebtedness under the Note or secured by the Mortgage, or default in the payment of any other sums secured by the Mortgage, or a default in the performance of any obligations set forth in the Mortgage or any other document executed in connection therewith (the Mortgage and such other documents are hereinafter collectively referred to as the "Loan Documents"); and, until such demand is made, Assignor is authorized to collect, or continue collecting, the Rents owing under the Leases, but Assignor, on behalf of itself, its successors and assigns, hereby covenants and agrees with Assignee that Assignor, its successors and assigns will not collect, demand or receive any installments or payments of rent more than one (1) month in advance of the date prescribed in the Leases for the payment thereof.

The authority and power of Assignee to collect the Rents from the Property, as set forth herein, may be exercised and the Rents collected with or without the taking of possession of the Property, or any part thereof, and without the necessity of (but nothing herein contained shall be construed to prohibit the Assignee from) instituting foreclosure of the Mortgage, or an action upon this Assignment directly against the tenants under the Leases.

In furtherance of this Assignment, Assignor does hereby additionally authorize and empower Assignee by its employees, agents or representatives, at the option of Assignee, upon the occurrence of any default, as aforesaid, to enter upon the Property and to collect, in the name of Assignor or in its own name as assignee, the Rents accrued but unpaid and in arrears at the date of such default, as well as the Rents thereafter accruing and becoming payable during the period this Assignment is operative; and to this end, Assignor further agrees to cooperate and to assist Assignee, its employees, agents or representatives in all reasonable ways with collection of the Rents.

Assignor does hereby authorize (but nothing herein shall be deemed to require or obligate) Assignee, upon such entry, to take over and assume the management, operation and maintenance of the Property, to perform all acts necessary and proper in Assignee's sole discretion and to expend such sums as may be necessary in connection therewith, including the authority to effect and enter into new leases, or to make concessions to tenants; Assignor hereby releases all claims against Assignee arising out of such management, operation and maintenance, excepting the liability of Assignee to account as hereinafter set forth.

This Assignment is given as additional security for the performance of each and all of the obligations and covenants of Assignor under the Note, the Mortgage and the other Loan Documents, and any extension or renewal thereof.

Assignee shall, after payment of all proper charges and expenses, including reasonable compensation to such agents, employees or representatives as shall be selected or employed, and after the accumulation of a reasonable reserve to meet taxes, assessments, utility rents and charges and fire, liability and other insurance in requisite amounts, credit the net amount of income received by it from the Property by virtue of this Assignment and the other Loan Documents to any amounts due and owing to it by Assignor under the terms of the Mortgage but the manner of the application of such net income and what items shall be credited, shall be determined in the sole discretion of Assignee.

Assignor expressly covenants and agrees with Assignee that at the time of the execution and delivery of this Assignment there has been no anticipation or prepayment of any Rents by any of the tenants occupying any of the Property or by any of the tenants in any of the Leases.

It is further covenanted and agreed that, except in the ordinary course of business, Assignor and its successors and/or assigns, shall have no right, power or authority to (and Assignor covenants and agrees with Assignee that Assignor shall not) enter into any leases or to terminate, alter, modify, or amend the terms of, any of the Leases in any particular whatsoever, without first obtaining the consent in writing of Assignee.

The provisions of this instrument shall be binding upon and shall inure to the benefit of Assignor and its legal representatives, successors and/or assigns, and upon Assignee, its successors and/or assigns.

Nothing herein contained shall be construed as making Assignee a mortgagee in possession, nor shall Assignee be liable for laches, or failure to collect said rents, issues, profits, revenues, royalties, rights and benefits, and it is understood that Assignee is to account only for such sums as are actually collected.

Assignor covenants and agrees with Assignee that no tenant need determine whether or not a default has occurred making this Assignment operative, but shall pay over the rent to Assignee upon notice from Assignee to do so and upon so doing, shall be relieved from liability therefor to Assignor in all respects.

It is further covenanted and agreed that Assignor will keep, observe and perform all of the covenants on the part of the lessor to be kept, observed and performed in all of the Leases affecting any portion of the Property. If Assignor fails to keep, observe and perform any covenant of any such Leases, Assignee shall have the right (but not the obligation), at its option, to keep, observe and perform such covenant on behalf of Assignor or to declare with or without notice, all sums secured by the Mortgage referred to herein to be immediately due and payable and avail itself of any and all remedies provided for in the Mortgage or any other Loan Document in the event of default. If Assignee should exercise its option to keep, observe or perform any of the lessor's obligations under any of the Leases affecting any of the Property, Assignee shall be entitled to recover from Assignor, immediately upon demand, any expenses incurred or amounts advanced in performing such covenants, together with interest at the highest lawful rate per annum now permitted by written contract under the laws of the State of Florida from the date of such advance. Should Assignor fail to repay Assignee any such expenses or advances as herein provided the Assignee may, at its option, with or without notice, declare all

sums secured by the Mortgage or any other Loan Document to be immediately due and payable and avail itself of any and all remedies provided for therein in the event of default.

**IT IS UNDERSTOOD AND AGREED** that neither the existence of this Assignment nor the exercise of Assignee's privilege to collect the rents, issues, profits, revenues, royalties, rights and benefits hereunder shall be construed as a waiver by Assignee or its successors and/or assigns of the right to enforce payment of the debt hereinabove mentioned in strict accordance with the terms and provisions of the Note, the Mortgage and the other Loan Documents for which this Assignment is given as additional security.

In case any one or more of the covenants, agreements, terms or provisions contained in this Assignment, the Note, the Mortgage or the other Loan Documents shall be invalid, illegal or unenforceable in any respect, the validity of the remaining covenants, agreements, terms or provisions contained herein, in the Note, in the Mortgage and in the other Loan Documents shall be in no way affected, prejudiced or disturbed thereby.

**IN WITNESS WHEREOF**, Assignor has executed this Assignment the day and year first above written.

Signed, sealed and delivered  
in the presence of:

REDBRIDGE PROPERTIES, LLC, a  
Florida limited liability company

Matt Beles Jr  
Print Name: Matt Beles Jr

By: Edmund Santiago  
Edmund Santiago, Manager

Mariely Frazer  
Print Name: Mariely Frazer

STATE OF FLORIDA  
COUNTY OF MIAMI-DADE

The foregoing instrument was acknowledged before me this 24th day of June, 2015, by Edmund Santiago as Manager of and on behalf of Redbridge Properties, LLC, a Florida corporation. He [ X ] is personally known to me or [ ] has produced as identification.



Matt Beles Jr  
Notary Public, State of Florida



CFN 2015R0450609  
 OR BK 29695 Pgs 1372-1388 (17Pgs)  
 RECORDED 07/14/2015 09:59:10  
 MTG DOC TAX \$3,729.60  
 INTANG TAX \$2,131.20  
 HARVEY RUVIN, CLERK OF COURT  
 MIAMI-DADE COUNTY, FLORIDA

PREPARED BY AND RETURN TO:  
 Richard T. Donato, Esq.  
 7700 Davie Road Extension  
 Hollywood, Florida 33024

**SECOND MORTGAGE AND SECURITY AGREEMENT**

**THIS SECOND MORTGAGE AND SECURITY AGREEMENT** (the "Mortgage"), is made and entered into as of the 21<sup>st</sup> day of June, 2015, by REDBRIDGE PROPERTIES, LLC, a Florida limited liability company ("Mortgagor"), whose address is 355 Alhambra Circle, Suite 1150, Coral Gables, Florida 33134 to C1 BANK, a Florida banking corporation ("Mortgagee"), whose address is 100 5<sup>th</sup> Street South, St. Petersburg, Florida 33701.

**WITNESSETH:**

**WHEREAS**, Mortgagor is lawfully indebted to Mortgagee in the principal sum of One Million Sixty-Five Thousand Six Hundred and NO/100 Dollars (US\$1,065,600.00) (the "Loan") as evidenced by that certain Promissory Note executed by Mortgagor of even date herewith, which note is due and payable in installments as described therein (the "Note"), with a maturity date of September 26, 2016; and

**WHEREAS**, in consideration of, and as an inducement to the Mortgagee to make the Loan to the Mortgagor, Mortgagor has agreed to grant this Mortgage to secure repayment of the Loan and performance under the Note and other Loan Documents.

**NOW, THEREFORE**, to secure the payment of the Note and such future or additional advances made by Mortgagee from time to time for any reason permitted or provided by the terms of this Mortgage, to Mortgagor, and to secure the full and faithful of covenants and agreements of Mortgagor contained in the Note, this Mortgage, and all other instruments and documents executed in connection with the Loan by any guarantor of the Loan (hereinafter collectively referred to as the "Loan Documents"), Mortgagor hereby grants, bargains, sells, conveys, assigns, transfers, mortgages, pledges, delivers, sets over, warrants and confirms to Mortgagee:

All those certain lots, pieces, or parcels of land lying and being in Miami-Dade County, State of Florida (the "Property"), together with the buildings and improvements (the "Improvements") now or hereafter situated thereon, said land being more particularly described as follows:

**Lots 41 and 42, Block 11, of 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**

**TOGETHER WITH** all and singular the tenements, hereditaments, easements, riparian rights and other rights now or hereafter belonging or appurtenant to the Property, and the rights (if any) in all adjacent roads, ways, streams, alleys, strips and profits thereof, and all the estate, right, title, interest, property, claim and demand whatsoever of Mortgagor of, in and to the same and every part and parcel thereof;

**TOGETHER WITH** all machinery, equipment, fittings, fixtures, furniture, furnishings, and articles of property of every kind and nature whatsoever (hereinafter collectively called "Equipment") now or hereafter owned by Mortgagor and located in, upon or under the Property or any Improvements on the Property (whether actually or constructively attached thereto) and used or usable in connection with any present or future operation of the Property or such improvements; and any other items of property acquire by Mortgagor, wherever the same may be kept or stored, if acquired with the intent of their being incorporated in and/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 real estate and encumbered by this Mortgage;

**TOGETHER WITH** (a) any and all awards or payments, including interest thereon and the right to receive the same, growing out of or resulting from any exercise of the power of eminent domain (including the taking of all or any part of the Property and/or Improvements, as defined hereinafter), or any 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 Property and/or Improvements or any part thereof; (b) any unearned premiums on any hazard, casualty, liability, or other insurance policy carried for the benefit of Mortgagor, Mortgagee and/or the Property and/or Improvements (as defined hereinafter); (c) Mortgagor's rights in and to all supplies and materials delivered to or located upon the Property and used or usable in connection with the construction or refurbishing of improvements on the Property; and (d) 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, appraisals, reports, paid fees, choses-in-action, 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: (i) all contracts, plans and permits for or related to the Property or its development or the construction or refurbishing of improvements on the Property, (ii) any agreements for the provisions of utilities to the Property, (iii) all payment, performance and/or other bonds, (iv) any contracts now existing or hereafter made for the sale by Mortgagor of all or any portion of the Property, including any deposits paid by any purchasers (howsoever such deposits may be held) and any proceeds of such sales contracts, including any purchase-money notes and mortgages made by such purchasers, and (v) any declaration of condominium, restrictions, covenants, easements or similar documents now or hereafter recorded against the title to all or any portion of the Property; and

**TOGETHER WITH** all of Mortgagor's rights to enter into any lease or lease agreement regarding all or any part of the Property, and all of Mortgagor's rights to encumber the Property further for debt, Mortgagor hereby representing 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 this Mortgage, and (b) covenanting that there are to be none as of the date when this Mortgage is recorded except the Mortgage described in Paragraph 12 hereinbelow;

**TO HAVE AND TO HOLD** the above-described and granted property, appurtenances and rights (referred to collectively in this Mortgage as the "Property and/or Improvements") unto Mortgagee in fee simple forever.

**PROVIDED, HOWEVER**, that these presents are upon the condition that if Mortgagor, (a) shall pay or cause to be paid to Mortgagee the principal and all interest payable in respect of the Loan and any future advance made under this Mortgage and any other sums secured by this Mortgage, at the time and in the manner stipulated in the Note or this Mortgage or any other Loan Document, all without any deduction or credit for taxes or other similar charges paid by Mortgagor, (b) shall punctually perform, keep and observe all and singular the covenants and promises in the Note and any future advance agreement(s), in any renewals, extensions or modifications thereof, and in this Mortgage or any other Loan Document expressed to be performed, kept and observed by and on the part of Mortgagor, and (c) shall not permit or suffer to occur any default under this Mortgage or any other Loan Document, then this 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: (a) that Mortgagor has good and marketable title to the Property, is lawfully seized and possessed of the Property in fee simple and has good right to sell and convey the same; (b) that the Property and/or Improvements are unencumbered; and (c) that Mortgagor shall forever warrant and defend the Property and/or Improvements 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 Mortgagee as Mortgagee may reasonably require. Mortgagor further covenants and agrees with Mortgagee as follows:

1. **Recitals.** The foregoing recitals are true and correct and are made a part hereof.
2. **Payment and Performance.** Mortgagor shall pay or cause to be paid all sums due Mortgagee at the time and in the manner provided in the Loan Documents or any instrument evidencing a future advance, and Mortgagor shall otherwise perform, comply with and abide by each and every one of the stipulations, agreements, conditions, and covenants contained in the Loan Documents.
3. **Taxes, Assessments and Charges.** Mortgagor (a) will promptly pay in full and discharge all assessments ("Property Assessments") which are levied, imposed or assessed upon the Property and/or Improvements or any part thereof, including, without limitation, all taxes, payments in lieu of taxes, water rents, sewer rents, assessments, condominium and owner's association assessments and charges, maintenance charges and other governmental or municipal or public or private dues, charges and levies and any liens (including federal tax liens), and (b) will furnish to Mortgagee, upon demand, the receipted bills for such Property Assessments prior to the day upon which the same shall become delinquent. Property Assessments shall be

considered delinquent as of the first day any interest or penalty commences to accrue thereon. Mortgagor will promptly pay all stamp, documentary, recordation, transfer and intangible taxes and all other taxes that may from time to time be required to be paid with respect to the Loan, the Note, this Mortgage or any of the other Loan Documents. If Mortgagor defaults in the payment in full of a Property Assessment, Mortgagee shall have the right (but in no event the obligation) at its option to cure the default or take any other action Mortgagee deems necessary or desirable to protect its security (including without limitation the payment of the Property Assessment), without hereby waiving any rights remedies otherwise available to Mortgagee.

4. **Insurance.** (a) Mortgagor shall maintain property insurance with a reputable and A rated insurance company or companies licensed in Florida and reasonably acceptable to Mortgagee, covering all buildings and improvements now or hereafter located on the Property and all the Equipment and all tangible personal property encumbered by this Mortgage, for an amount not less than their full insurable value on a replacement cost basis, without contribution or coinsurance (or with coinsurance and an agreed amount endorsement), for the benefit of Mortgagor and Mortgagee as their interests may appear, by policies on such terms, in such form and for such periods as Mortgagee shall require or approve from time to time, insuring with extended coverage and broad form coverage against loss or damage by fire, lightning, flood, windstorm, hail, aircraft, riot, vehicles, explosion, smoke, falling objects, weight of ice or snow or sleet, collapse, sudden tearing as under, breakage of glass, freezing, electricity, sprinkler leakage, water damage, earthquake, vandalism and malicious mischief, theft, riot attending a strike, civil commotion, war risks (when and if war risk coverage is available), and when and to the extent required by Mortgagee, against any other risks. Regardless of the types or amounts of insurance required and approved by Mortgagee, Mortgagor shall assign and deliver to Mortgagee all policies of insurance which insure against any loss or damage to the Property and/or Improvements or any part thereof, as collateral and further security for the payment of the Loan, with loss payable to Mortgagee pursuant to a standard mortgagee clause acceptable to Mortgagee; (b) If Mortgagor defaults in so insuring the Property and/or Improvements or any part thereof or in so assigning and delivering the policies, at its option Mortgagee may effect such insurance from year to year and pay the premiums therefor, and any such sums advanced by Mortgagee shall bear interest, shall be paid and shall be secured as provided in paragraph 18. Mortgagee shall not be required to advance any such sums in order to accelerate the maturity of the Loan because of Mortgagor's default under this paragraph; (c) If Mortgagee receives any money for loss or damage by reason of such insurance, then Mortgagee at its option may retain such proceeds and apply them toward the payment of the Loan (in any order of priority Mortgagee may deem appropriate in its sole discretion), or Mortgagee may disburse them to Mortgagor, under such safeguards as Mortgagee shall deem appropriate in its sole discretion, for the reconstruction or restoration or repair of the damaged Property and/or Improvements, but Mortgagee shall not be obligated to see to the proper application by Mortgagor of any such disbursement; (d) Mortgagor shall obtain and carry general comprehensive liability insurance with a reputable and A rated insurance company or companies licensed in Florida and reasonably acceptable to Mortgagee, which policy shall name both Mortgagor and Mortgagee as insureds, with initial limits of not less than One Million Dollars (\$1,000,000.00) per occurrence and with an aggregate of Two Million Dollars (\$2,000,000.00) (or such greater or different limits which Mortgagee may require from time to time) and on such terms, in such form and for such periods as Mortgagee shall approve from time to time; (e) In the event of a foreclosure of this Mortgage, the purchaser of the Property and/or Improvements shall succeed to all the rights of Mortgagor, including any right to unearned

premiums, in and to all policies of insurance required under this Mortgage; (f) Not less than thirty (30) days prior to the expiration date of each policy required under this Mortgage, Mortgagor shall deliver to Mortgagee a renewal policy or policies marked "premium paid" or accompanied by other evidence of payment satisfactory to Mortgagee; (g) Each policy of insurance required under this Mortgage shall be non-cancelable without at least thirty (30) days' advance written notice to Mortgagee.

5. **WAIVER OF JURY TRIAL.** THE MORTGAGOR AND THE MORTGAGEE (BY ACCEPTING THIS MORTGAGE) HEREBY MUTUALLY WAIVE TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM BROUGHT BY EITHER THE MORTGAGOR AND THE MORTGAGEE AGAINST THE OTHER AND BASED UPON, ARISING OUT OF, OR CONNECTED WITH, THIS MORTGAGE, THE LOAN DOCUMENTS OR OTHER DOCUMENTS SECURING OR EXECUTED IN CONNECTION WITH THE LOAN EVIDENCED BY THIS MORTGAGE.

6. **Improvements and Development.** Mortgagor shall have the right to remove and dispose of, free from the lien of this Mortgage, such Equipment as from time to time may become worn out or obsolete, provided that, simultaneously with or prior to such removal, Mortgagor shall have replaced any such Equipment 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 this Mortgage. Without the prior written consent of Mortgagee, which Mortgagee may grant or withhold in its sole discretion, Mortgagor shall not undertake any development of the Property, nor construct any new improvements thereon, nor initiate or 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 Property and/or Improvements or any part thereof, except for the initial improvement of the Property pursuant to a validly issued building permit and in compliance with all regulations and laws imposed thereon in connection with construction of improvements. Mortgagor shall complete and pay for any permitted development and/or improvements undertaken on the Property within a reasonable time after commencing the same.

7. **Hazardous Waste.** Mortgagor to the best of its knowledge expressly covenants to Mortgagee that the Property and/or Improvements will not in the future be used for the handling, storage, transportation or disposal of hazardous or toxic materials. Mortgagor agrees to indemnify, defend and hold Mortgagee harmless from and against any loss to Mortgagee (including without limitation any reasonable attorneys' fees incurred at all trial and appellate levels) incurred by Mortgagee as a result of such intended future use, handling, storage, transportation or disposal of hazardous or toxic materials on the Property and/or Improvements. Any breach of the provisions of this Section shall be deemed a default of Mortgagor's obligations hereunder, all indebtedness to Mortgagee secured by this Mortgage shall thereupon or thereafter, at the option of Mortgagee, become immediately due and payable as fully and completely as if the said indebtedness was originally stipulated to be paid on such day, anything in the Note or herein to the contrary notwithstanding.

8. **Compliance with Laws.** Mortgagor agrees to comply with all laws, ordinances, regulations, covenants, conditions and restrictions affecting the Property and/or Improvements, and not to suffer or permit any violation thereof.

9. **Maintenance and Repair.** Mortgagor shall do everything necessary to maintain the Property and/or Improvements in good condition and repair, shall operate the Property and/or Improvements in a first-class manner, shall not commit or suffer any waste, impairment, abandonment or deterioration of the Property and/or Improvements, shall promptly pay all utility fees for services provided to the Property and/or Improvements, and shall comply with (or cause compliance with) all applicable restrictive covenants and all statutes, ordinances and requirements of any governmental authorities having jurisdiction over the Property and/or Improvements or the use thereof. In the event of any fire or other casualty loss or damage to all or any part of the Property and/or Improvements, Mortgagor shall notify Mortgagee within forty-eight (48) hours of such occurrence. Mortgagor shall notify Mortgagee within forty-eight (48) hours of such occurrence. Mortgagor shall promptly repair, restore, replace or rebuild any part of the Property and/or Improvements which may be damaged or destroyed by any casualty whatsoever or which may be affected by any condemnation, alteration of grade, or other public or quasi-public taking or injury. If Mortgagor shall fail, neglect or refuse to repair or maintain the Property and/or Improvements as aforesaid, then Mortgagee may at its option undertake such repairs or maintenance, and any funds advanced therefor by Mortgagee shall bear interest, shall be paid and shall be secured as provided in paragraph 18. Mortgagor shall not be required to advance any such funds in order to accelerate the maturity of the Loan because of Mortgagor's failure to repair or maintain the Property and/or Improvements.

10. **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 Property and/or Improvements and all right, title and interest of Mortgagor in and under all leases (and any extensions and renewals thereof) now or hereafter affecting the Property and/or Improvements. Mortgagor does hereby authorize and empower Mortgagee to collect the rents payable under all of said leases above referred to as they shall become due, and does hereby direct each and all of the tenants of the aforesaid Property to pay such rents as may now be due or shall hereafter become due to the Mortgagee upon demand for payment thereof by said Mortgagee. 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, this Mortgage, or any other Loan Document, Mortgagor may collect assigned rents and profits for not more than two (2) months (plus security deposit) 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.

11. **Loan to Value.** N/A

12. **Further Encumbrances.** Mortgagor shall not grant any other lien or mortgage on all or any part of the Property and/or Improvements or any interest therein, nor make any further assignment of the leases and rentals of the Property and/or Improvements, except for a mortgage from Mortgagor to Mortgagee in the amount of \$1,332,000.00 which mortgage is superior to the lien of this Mortgage, without the prior written consent of Mortgagee, which consent shall not be unreasonably withheld; any such unpermitted lien or mortgage or assignment by Mortgagor shall

entitle Mortgagee to accelerate the maturity of the Loan and foreclose this Mortgage. Any such other lien or mortgage or assignment shall be junior to this Mortgage and to all permitted tenancies now or hereafter affecting the Property and/or Improvements or any portion thereof and shall be subject to all renewals, extensions modifications, releases, interest rate increases, permitted future advances, changes or exchanges permitted by this Mortgage, all without the joinder or consent of such junior lienholder or mortgagee or assignee and without any obligation of Mortgagee's part to give notice of any kind thereto. Mortgagor shall maintain in good standing any mortgage or encumbrances to secure debt affecting any part of the Property and/or Improvements from time to time and shall not commit or permit or suffer to occur any default thereunder, nor shall Mortgagor accept any future advance under or modify the terms of any such mortgage or encumbrance which may then be superior to the lien of this Mortgage. Except for encumbrances permitted by Mortgagee, Mortgagor shall not commit or permit or suffer to occur any act or omission whereby any of the security represented by this Mortgage shall be impaired or threatened, or whereby any of the Property and/or Improvements or any interest therein shall become subject to any attachment, judgment, lien, charge or other encumbrances whatsoever, and Mortgagor shall immediately cause any such attachment, judgment, lien, charge or other encumbrance to be discharged or otherwise bonded or transferred to other security. 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 Property and/or Improvements or impose or create any direct or indirect obligation or liability on the part of Mortgagee with respect to any of the Property and/or Improvements.

13. **Prohibited Transfers.** Mortgagor shall not cause or permit or suffer to occur any of the following events without the prior written consent of Mortgagee, which Mortgagee may grant or withhold in its sole discretion, and if any of the same shall occur without such consent, then Mortgagee shall have the right to accelerate the maturity of the Loan and foreclose this Mortgage: (a) if all or any portion of the legal or equitable title to all or any portion of the Property and/or Improvements or any interest therein shall in any manner whatsoever be sold, conveyed or transferred, either voluntarily or by operation of law except for transfers arising as part of a governmental taking; (b) if Mortgagor shall enter into any lease or other arrangement with any third party regarding the use or possession by such third party of all or any portion of the Property and/or Improvements (regardless of whether such lease or arrangement includes an option to purchase) unless prior written consent is obtained from Mortgagee; or (c) in the case of a corporate Mortgagor (or a partnership or trust or other business entity), if any stock or partnership interest (other than limited partnership interests) or beneficial interest in Mortgagor shall be transferred in a manner resulting in a change in control of Mortgagor, or if such stock or partnership interest (other than limited partnership interests) or beneficial interest shall be assigned, pledged, hypothecated, mortgaged or otherwise encumbered.

14. **Further Instruments.** Mortgagor shall execute and deliver to Mortgagee, from time to time and on demand, any further instruments (and pay the 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 security interest of Mortgagee in all the property intended to be mortgaged hereby, whether now mortgaged, later substituted for other collateral, or acquired subsequent to the date of this Mortgage.

15. **Estoppel Letters and Information.** Upon request made either personally or by mail, Mortgagor or Mortgagee shall certify, by a duly acknowledged writing, to Mortgagee or to any proposed assignee of this Mortgage, the amount of principal and interest and other sums then owing on the Loan and whether any offsets or defenses exist against the payment of the Loan. Mortgagor shall provide such estoppel certificate within five (5) days in the case of a personal request and within ten (10) days after Mortgagor's receipt of a mailed request. Mortgagor shall promptly furnish to Mortgagee any financial or other information regarding Mortgagor or the Property and/or Improvements required by any Loan Document or which Mortgagee may reasonably request from time to time.

16. **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 overnight express service, in which latter cases 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. Any notice to Mortgagee shall be addressed to the attention of a vice-president or higher officer. Until the designated addresses are changed by notice given in accordance with this paragraph, notice to either party shall be sent to the respective address set forth on the first page of this Mortgage.

17. **Default.** At Mortgagee's option, all of the principal and interest and other sums secured by this Mortgage 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 this Mortgage or otherwise to enforce this Mortgage, the Note and any other Loan Document, upon the occurrence of any of the following defaults: (a) failure of Mortgagor to pay any sum due under the Note and the expiration of the grace period (if any) provided in the Note for such payment; or (b) failure to repay any sum paid or advanced by Mortgagee under the terms of this Mortgage or any other Loan; or (c) failure to pay any tax, assessment, utility charge, or other charge against the Property and/or Improvements or any part thereof as and when required by this mortgage; or (d) actual waste, impairment, abandonment, deterioration, removal, demolition, material alteration or enlargement of any building or other improvements on the Property, or the commencement of construction of any new building or other improvements on any part of the Property, in either case without the prior written consent of Mortgagee, which Mortgagee may grant or withhold in its sole discretion; or (e) failure to obtain, assign, deliver or keep in force the policies of insurance required by this Mortgage or any other Loan Document; or (f) Mortgagor's failure or refusal to certify, within the time required by this Mortgage, the amount due under the Loan and whether any offsets or defenses exist against payment of the Loan; or (g) Mortgagor's filing for record, without the prior written consent of Mortgagee, which Mortgagee may grant or withhold in its sole discretion, another Mortgage on the Property and/or Improvements, and/or a Notice Limiting Amount of Future Advances in connection therewith; or (h) any sale, transfer (whether voluntary or by operation of law), pledge, hypothecation or further encumbrancing of all or any part of the Property and/or Improvements or any interest therein, or the additional assignment of all or any part of the rents, income or profits arising therefrom, in either case without the prior written consent of Mortgagee, which Mortgagee may grant or withhold in its sole discretion; or (i) upon the filing of any suit against the Property and/or Improvements upon any claim or lien other than this Mortgage (whether superior or inferior to this Mortgage); or (j) 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 and/or Improvements or any operation conducted on the Property (or, such order or notice provides a time period for compliance, Mortgagor's failure to comply within such period), or, in the case of a curable noncompliance requiring longer than the applicable time period for its cure, Mortgagor's failure to commence to comply with said order or notice within said period or failure thereafter to pursue such cure diligently to completion; of (k) the issuance of any order by the State of Florida, or any subdivision, instrumentality, administrative board or department thereof, declaring unlawful or suspending any operation conducted on the Property and/or Improvements; or (l) 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 any instrumentality thereof or any other person with eminent domain powers (if such taking would prohibit the use of the Property for its currently zoned purpose), of a notice of taking of any estate less than an estate in fee simple in 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; or (m) any representation, warranty, affidavit, certificate or statement made or delivered to Mortgagee by or on behalf of Mortgagor or any guarantor of the Loan from time to time in connection with the Loan or this Mortgage or any other Loan Document shall prove false, incorrect or misleading in any respect deemed material by Mortgagee; or (n) the death, dissolution or termination of existence (as applicable) of Mortgagor or any guarantor of the Loan or the failure, cessation or liquidation of its business, or if the person(s) controlling any of them which is a business entity shall take any action authorizing or leading to the same unless, in the event of death, on or before the earlier of: (i) the expiration of the period for filing claims in the estate of such party or (ii) sixty (60) days, after such death, or in the event of incapacity, within ninety (90) days after such incapacity, a substitute party acceptable to Lender, in its sole and absolute discretion, agrees to assume and perform the obligations of Guarantor in connection with the Loan and the Property; or (o) any default by Mortgagor or any guarantor of the Loan in the payment of any indebtedness for borrowed money (whether direct or contingent and whether matured or accelerated) to Mortgagee, or if Mortgagor or any guarantor of the Loan shall become insolvent or unable to pay their respective debts as the same become due; or (p) the disposition of all or substantially all of the assets of Mortgagor or any guarantor of the Loan for less than fair market value, or the issuance of any levy, attachment, charging order, garnishment or other process against any of their respective property, or the filing of any lien against any such property (and the expiration of any grace period provided in any Loan Document for the discharge of such lien); or (q) if Mortgagor or any guarantor of the Loan shall make an assignment for the benefit of creditors, file a petition in bankruptcy, apply to or petition any tribunal for the appointment of a custodian, receiver, intervenor or trustee for any of them or a substantial part of their respective assets, or if any of them shall commence any proceeding under any bankruptcy, arrangement, readjustment of debt, dissolution or liquidation law or statute of any jurisdiction, whether now or hereafter in effect, or if any of them shall be act or omission approve, consent to or acquiesce in the filing of any such petition or application against any of them or the appointment of any such custodian, receiver, intervenor or trustee or the commencement of any such proceeding against any of them or the entry of an order for relief with respect to any of them or if any such petition or application shall have been filed or proceeding commenced against any of them which remains undismissed for sixty (60) days or more or in which an order for relief is entered, or if any of them shall suffer any such appointment of a custodian, receiver, intervenor or trustee to continue undischarged for sixty (60) days or more; or (r) if Mortgagor or any guarantor of the Loan shall

have concealed, transferred, removed, any part of their respective property with intent to hinder, delay or defraud any of their respective creditors, or if any of them shall have made or suffered a transfer of any of their respective properties which may be invalid under any bankruptcy, fraudulent conveyance, preference or similar law, or if any of them shall have made any transfer of their respective properties to or for the benefit of any creditor at a time when other creditors similarly situated have not been paid; or (s) the failure to obtain any permit, license, approval or consent from, or to make any filing with, any governmental authority (or the lapse or revocation or rescission thereof once obtained or made) which is necessary in connection with the Loan, any Loan Document or the enforcement thereof, or if it shall become unlawful for Mortgagee to make or maintain the Loan or for Mortgagor, or any guarantor to perform any of their respective obligations under any Loan Document; or (t) Mortgagee's election to accelerate the maturity of the Loan under the provisions of any other Loan Document. No consent or waiver expressed or implied by Mortgagee with respect to any default by Mortgagor under this Mortgage shall be construed as a consent or waiver with respect to 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 curative action initiated by Mortgagee or any other 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. In order to accelerate the maturity of the Loan because of Mortgagor's failure to pay any tax, assessment, premium, charge, liability, obligation or encumbrance upon the Property and/or Improvements as required by this Mortgage, or in order to accelerate because of any other default by Mortgagor, Mortgagee shall not be required to pay the same or to advance funds to cure the default, notwithstanding Mortgagee's option under this Mortgage or any other Loan Document to do so; no such payment or advance by Mortgagee shall be deemed or construed a waiver of Mortgagee's right to accelerate the maturity of the Loan on account of such failure or other default. Notwithstanding anything contained in this Mortgage, the Note, or any other Loan Document delivered in connection with the Loan, a default under any other indebtedness of Mortgagor, or any other guarantor of the Loan to Mortgagee, shall be a default under this Mortgage, and vice versa.

18. **Advances Hereunder.** In the event of any default in the performance of any of Mortgagor's covenants or agreements contained in this Mortgage or any other Loan Document or the violation of any term thereof, Mortgagee shall have the right (but in no event the obligation) at its option to cure the default or take any other action Mortgagee deems necessary or desirable to protect its security (including without limitation, the payment of any taxes, assessments, premiums, charges, liens or encumbrances required of Mortgagor under this Mortgage), without thereby waiving any rights or remedies otherwise available to Mortgagee. If Mortgagee shall elect to advance at any time any sum(s) for the protection of its security or for any other reason permitted or provided by any of the terms of this Mortgage or any other Loan Document, then such sum(s) shall be deemed Loan funds, shall be secured by this Mortgage and shall bear interest until paid at the "Default Rate" provided in the Note commencing on the date they are advanced by Mortgagee. If advanced by Mortgagee before the (natural or accelerated) maturity date of the Loan, such sum(s) shall be due and payable by Mortgagor on such maturity date or fifteen (15) days following Mortgagor's receipt of demand therefor, whichever is earlier, but if advanced after the (natural or accelerated) maturity date, such sum(s) shall be due and payable immediately without demand. Mortgagee's lien on the Property and/or Improvements for such advances shall be superior to any right or title to, interest in, or claim upon all or any portion of the Property and/or Improvements junior to the lien of this Mortgage. Without the prior written consent of



Mortgagee, which Mortgagee may grant or withhold in its sole discretion, Mortgagor shall not file for record any notice limiting the maximum principal amount that may be secured by this Mortgage to an amount less than the limit set forth in the future advance clause of this Mortgage.

**19. Escrow for Taxes and Insurance.** Subject to applicable law or to a written waiver by Mortgagee, which waiver may be withdrawn by Mortgagee at any time in Mortgagee's sole discretion, Mortgagor shall pay to Mortgagee on the day monthly payments are due under the Note, until the Note is paid in full, a sufficient sum in Lender's reasonable discretion ("Funds") to pay: (a) yearly taxes and assessments which may attain priority over this Security Instrument; (b) Insurance premiums, and (b) yearly leasehold payments or ground rents on the Property, if any. Those items are called "escrow items." Mortgagee may estimate the Funds due on the basis of current data and reasonable estimates of future escrow items.

The Funds shall be held in an institution the deposits or accounts of which are insured or guaranteed by a federal or state agency (including Mortgagee if Mortgagee is such an institution). Mortgagee shall apply the Funds to pay the escrow items. Mortgagee may not charge for holding and applying the Funds, analyzing the account or verifying the escrow items, unless applicable law permits Mortgagee to make such a charge. A charge assessed by Mortgagee in connection with Mortgagor's entering into this Security Instrument to pay the cost of an independent tax reporting service shall not be a charge for the purpose of the preceding sentence. Mortgagor and Mortgagee may agree in writing that interest shall be paid on the Funds. 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 on 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 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 or more payments as required by Mortgagee.

Upon payment in full of all sums secured by this Security Instrument, Mortgagee shall promptly refund to Mortgagor any Funds held by Mortgagee. If the Property is sold or acquired by Mortgagee, Mortgagee shall apply, no later than immediately prior to the sale of the Property or its acquisition by Mortgagee, any Funds held by Mortgagee at the time of application as a credit against the sums secured by this Security Instrument.

**20. Receiver.** In any action to foreclose this Mortgage, or upon the actual waste to any part of the Property and/or Improvements, Mortgagee shall have the right to apply without notice for the appointment of a receiver of the Property and/or Improvements and the rents and profits thereof, and Mortgagee shall be entitled to the appointment of such a receiver as a matter of right, without consideration of the value of the Property and/or Improvements as security for the amounts due Mortgagee or the solvency of any person liable for the payment of such amounts.

21. **Remedies.** The rights of Mortgagee arising hereunder, under the Note or under any other Loan Document, 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 Mortgagee, together with the appropriate interest thereon and all costs of collection, including reasonable attorneys' fees and reasonable appellate attorneys' fees, with interest thereon. In case of any foreclosure sale, the Property and/or Improvements may be sold in one parcel and as an entirety or in such parcels, manner or order as Mortgagee may elect.

22. **Fees and Expenses.** Mortgagor shall pay any and all costs, expenses and reasonable attorneys' fees incurred by Mortgagee (regardless of whether in connection with any action, proceeding or appeal) to sustain the lien of this Mortgage or its priority, to protect or enforce any of Mortgagee's rights under this Mortgage or under any other Loan Document, to recover any indebtedness secured hereby, to contest or collect any award or payment in connection with the taking or condemnation of all or any part of the Property and/or Improvements, or for any title examination or abstract preparation or title insurance policy relating to the Property, and all such sums shall bear interest, shall be paid and shall be secured as provided in paragraph 18.

23. **Public Takings.** Notwithstanding any taking by eminent domain, any alteration of the grade of any street, or any other injury to or decrease in value of the Property and/or Improvements or any portion thereof caused by any public or quasi-public authority or person, Mortgagor shall continue to pay interest on the Loan and all other sum(s) secured hereby until Mortgagee shall have actually received the award or payment for such taking or alteration or injury and shall have applied the same against the Loan. Mortgagee at its option may retain any such award or payment and apply all or part of the same toward payment of the Loan (in any order of priority Mortgagee may deem appropriate in its sole discretion), or Mortgagee may disburse all or part of such award for or rebuilding any part of the Property and/or Improvements which may have been altered, damaged or destroyed as a result of any such taking or alteration or injury, or for any other purpose or object satisfactory to Mortgagee in its sole discretion.

24. **Documentary Stamps and Intangible Taxes.** If at any time the State of Florida shall determine that the intangible tax paid in connection with this Mortgage is insufficient or that the documentary stamps affixed hereto are insufficient, and 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 bear interest, shall be paid and shall be secured as provided in paragraph 18.

25. **No Shift of Taxes.** In the event of the passage after the date of this Mortgage of any federal, state or local law (a) deducting from the value of real property the balances of any lien(s) 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 or additional tax on this Mortgage or the Note or Mortgagee, then Mortgagee shall have the right to declare the Loan due on a date to be specified by not less than thirty (30)

days' notice to Mortgagor; provided, however, that such election shall be ineffective if Mortgagor is permitted by law to pay the whole or 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 under this Mortgage 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 this Mortgage.

26. **Uniform Commercial Code.** This Mortgage is a security agreement (as defined in the Florida Uniform Commercial Code), and a carbon, photographic, or other reproduction of either this Mortgage or a financing statement may be filed in the Public Records or with the Secretary of State under the Florida Uniform Commercial Code. The remedies for any violation of the covenants, terms and conditions contained in this Mortgage shall be as prescribed (i) in this Mortgage; (ii) by general law; or (iii) as to any items included in the definition of the Property and/or Improvements that may also be listed in any filed financing statement, by the specific statutory provisions now or hereafter enacted and specified in the Florida 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 derogate from or impair in any way their declared intention that everything used in connection with the production of income from the Property and/or Improvements or described or reflected in this 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 estate to the fullest extent permitted by law, irrespective of whether (i) any such item is physically attached to the improvements; (ii) 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 (iii) 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 (i) the rights in or the proceeds of any insurance policy; (ii) any award in eminent domain proceedings for a taking or for loss of value; (iii) 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 thereto, whether pursuant to lease or otherwise; or (iv) any other item included in the definition of the Property and/or Improvements, shall never be construed to alter any of the rights of Mortgagee as determined by this Mortgage or to impugn the priority of the interests of Mortgagee granted in this 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 (i), (ii), (iii) or (iv) 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 any subdivision or entity of the federal government, must be filed in the Uniform Commercial Code records.

27. **Payments to Mortgagee.** Any payment made in accordance with the terms of the Note or this 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 this Mortgage, by any subsequent owner of the Property and/or Improvements, by any other person whose interest in the Property and/or Improvements might be prejudice in the event of a failure to make such payment (or by any partner, stockholder, officer or director of any such person), shall be deemed, as between Mortgagee and all such persons who at any time may be so liable or may have an interest in the Property and/or Improvements, to have been made on behalf of all such persons. Mortgagee's acceptance of any payment which is less than full payment of all amounts then due and payable to Mortgagee, even

if made by one other than the obligor, shall not constitute a waiver of Mortgagee's option to accelerate the maturity of the Loan or exercise any other rights or remedies of Mortgagee.

28. **Governing Law.** This 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 applicable Florida law.

29. **No Usury.** In no event shall any agreed to or actual exaction charged, reserved or taken as an advance or forbearance by Mortgagee as consideration for the Loan exceed the limits (if any) imposed or provided by the law applicable from time to time to the Loan for the use or detention of money or for forbearance in seeking its collection; Mortgagee hereby waives any right to demand any such excess. In the event that the interest provisions of the Note or any exactions provided for in the Note, this Mortgage or any other Loan Document shall result at any time or for any reason in an effective rate of interest that transcends the maximum interest rate permitted by applicable law (if any), then without further agreement or notice the obligation to be fulfilled shall automatically be reduced to such limit and all sums received by Mortgagee excess of those lawfully collectible as interest shall be applied against the principal of the Loan immediately upon Mortgagee's receipt thereof, with the same force and effect as though the payor had specifically designated such extra sums to be so applied to principal and Mortgagee had agreed to accept such extra payment(s) as a premium-free prepayment or prepayments.

30. **Severability.** Any provision of this Mortgage which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction only, be ineffective only to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof or affecting the validity of enforceability of such provision in any other jurisdiction.

31. **Inspection and Security.** 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 Property and/or Improvements at the risk of such person entering the Property.

32. **Indemnity.** In the event Mortgagee shall be named as a party to any lawsuit brought at any time against Mortgagor or with respect to the Property and/or Improvements of this Mortgage or the Loan, then regardless of the merits of such lawsuit, except if as a result of Mortgagee's willful misconduct, Mortgagor shall defend Mortgagee and indemnify and hold Mortgagee fully harmless from any and all claims, demands, damages, liabilities, judgments, losses, costs, expenses and reasonable attorneys' fees arising out of or resulting from any such lawsuit or any appeal in connection therewith.

33. **Subrogation.** Mortgagee is hereby subrogated (a) to the lien(s) of each and every mortgage, lien or other encumbrance on all or any part of the Property and/or Improvements which is fully or partially paid or satisfied out of the proceeds of the Loan; and (b) to the rights of the owner(s) and holder(s) of any such mortgage, lien or other encumbrance. The respective rights under and priorities of all such mortgages, liens or other encumbrances shall be preserved and shall pass to and be held by Mortgagee as security for the Loan, to the same extent as if they had been duly assigned by separate instrument of assignment and notwithstanding that the same may have been cancelled and satisfied of record.

**34. Representations and Warranties.** In order to induce Mortgagee to make the Loan, Mortgagor represents and warrants that: (a) there are no actions, suits or proceedings pending or threatened against or affecting Mortgagor or involving the validity or enforceability of this Mortgage or the priority of its lien, before any court of law or equity or any tribunal, administrative board or governmental authority, and Mortgagor is not in default under any other indebtedness or with respect to any order, writ, injunction, decree, judgment or demand of any court or any governmental authority; (b) the execution and delivery by Mortgagor of the Note, this Mortgage and all other Loan Documents do not and shall not (i) violate any provisions of any law, rule, regulation, order, writ, judgment, injunction decree, determination or award applicable to Mortgagor or any other person executing the Note, this Mortgage or other Loan Documents; nor (ii) result in a breach of or constitute a default under, any indenture, bond, mortgage, lease, instrument, credit agreement, undertaking, contract or other agreement to which Mortgagor or such other person is a party or by which either or both of them or their respective properties may be bound or affected; (c) the Note, this Mortgage and all other Loan Documents constitute valid and binding obligations of Mortgagor and such other person(s) in accordance with their respective terms; (d) all financial statements of Mortgagor and any guarantor(s) of the Loan delivered to Mortgagee have been prepared in accordance with generally accepted accounting principles consistently applied and fairly present the correct respective financial conditions of Mortgagor and any such guarantor(s) as of their respective dates and the foregoing shall be true with respect to the Financial Statement and tax returns delivered to Mortgagee prior to execution hereof; (e) there is no fact that Mortgagor and the guarantors of the Loan have not disclosed to Mortgagee in writing that could materially adversely affect their respective properties, businesses or financial conditions; (f) Mortgagor and any guarantor(s) of the Loan have or will duly obtain all permits, licenses, approvals and consents from, and made all filings with, any governmental authority (and the same have and will not lapse nor been rescinded or revoked) which are necessary in connection with the execution and delivery of this Mortgage and any other Loan Document, the making of the Loan, the performance of their respective obligations under any Loan Document, or the enforcement of any Loan Document; (g) the proceeds of the Loan are not being used to purchase or carry any "margin stock" within the meaning of Regulation "U" of the Board of Governors of the Federal Reserve System, nor to extend credit to others for that purpose; and (h) the extension of credit secured by this Mortgage is exempt from the provisions of the Federal Consumers Credit Protection Act (Truth-in-Lending Act) and Regulation "Z" of the Board of Governors of the Federal Reserve System, because Mortgagor is a person fully excluded therefrom, and/or because said extension of credit is only for business or commercial purposes of Mortgagor and the proceeds of the Loan are not being used for personal, family, household or agricultural purposes. Mortgagor acknowledges and agrees that Mortgagee is relying on the representations and warranties in this Mortgage and all other Loan Documents as a precondition to making the Loan, and that all such representations and warranties shall survive the closing of the Loan and any bankruptcy proceedings.

**35. Business Entity.** If Mortgagor is a corporation, partnership or other business entity, then Mortgagor hereby represents and warrants, in order to induce Mortgagee to make the Loan, that: (a) Mortgagor is duly organized, validly existing and in good standing under the laws of the jurisdiction of its creation and the state of Florida; (b) Mortgagor has all requisite power and authority (corporate or otherwise) to conduct its business, to own its properties, to execute and deliver the Note and this Mortgage and all other Loan Documents, and to perform its obligations under the same; (c) the execution, delivery and performance by Mortgagor of the

Note, this Mortgage and all other Loan Documents have been duly authorized by all necessary actions (corporate or otherwise) and do not require the consent or approval of Mortgagor's stockholders (if a corporation) or of any other person or entity whose consent has not been obtained; and (d) the execution, delivery and performance of the Note, this Mortgage and all other Loan Documents do not and shall not conflict with any provision of Mortgagor's by-laws or articles of incorporation (if a corporation), partnership agreement (if a partnership) or trust agreement or other document pursuant to which Mortgagor was created and exists.

36. **Future Advances.** This Mortgage is given to secure only the original indebtedness of \$1,065,000.00 of the Mortgagor to the Mortgagee evidenced by the Note secured hereby, but also future advances up to a total indebtedness of \$1,097,000.00 made within 20 years from the date hereof, and any disbursements made by the Mortgagee for the payment of taxes, insurance or other liens on the Property encumbered by this Mortgage, with interest on such disbursements, which advances shall be secured hereby to the same extent as if such future advances were made this date. The total amount of indebtedness secured hereby may increase or decrease from time to time. The provisions of this paragraph shall not be construed to imply any obligation on Mortgagee to make any future advances, it being the intention of the parties that any future advances shall be solely at the discretion and option of the Mortgagee. Any reference to "Note" in this Mortgage shall be construed to reference any future advances made pursuant to this paragraph.

37. **Interpretation.** Whenever the context of any provision of this Mortgage shall so require, words in the singular shall include the plural, words in the plural shall include the singular, and pronouns of any gender shall include the other genders. Captions and headings in this Mortgage are for convenience only and shall not affect its interpretation. All references in this Mortgage to Exhibits, Schedules, paragraphs and subparagraphs refer to the respective subdivisions of this Mortgage, unless the reference expressly identifies another document. Wherever used in this Mortgage, unless the context clearly indicates a contrary intention or unless this Mortgage specifically provides otherwise: (a) the term "Mortgagor" shall mean "Mortgagor or any subsequent owner or owners of the Property and/or Improvements"; (b) the term "Mortgagee" shall mean "Mortgagee or any subsequent holder(s) of this Mortgage"; (c) the term "Note" shall mean "the Note, any renewal notes and any additional notes hereafter to be issued and secured by this Mortgage pursuant to the future advance provision hereof"; (d) the term "Loan" shall mean "the Loan and any future or additional advances made by Mortgagee from time to time for any reason permitted or provided by the terms of this Mortgage or any other Loan Document"; and (e) the term "person" shall mean "an individual, corporation, partnership, limited partnership, unincorporated association, joint stock corporation, joint venture or other legal entity".

38. **Setoff.** In addition to any other remedies available to Mortgagee in any of the Loan Documents or under applicable law, Mortgagor shall maintain all accounts with Mortgagee who shall have the right to set off against any accounts, deposits, certificates of deposit of Mortgagor and any endorsers, sureties, guarantors, and all others who are, or who may become liable for the payment of the Loan and any advances made hereunder, which are now or hereafter in the possession of Mortgagee. Mortgagor and such other parties authorize and empower Mortgagee, in its sole discretion, at any time after the occurrence of a Default hereunder, or under

the other Loan Documents, to appropriate and, in such order as Mortgagee may elect, apply any such money, deposits, or property to the payment of the Loan and any advances made hereunder.

39. **Miscellaneous.** Time is of the essence of all provisions of this Mortgage. Mortgagor hereby waives all right of homestead exemption (if any) in the Property and/or Improvements. If Mortgagor consists of more than one person, the obligations and liabilities of each such person hereunder shall be joint and several, and wherever the term "Mortgagor" is used it shall be deemed to refer to such persons jointly and severally. If Mortgagor is a partnership, then all general partners in Mortgagor shall be liable jointly and severally for the covenants, agreements, undertakings and obligations of Mortgagor in connection with the Loan, notwithstanding any contrary provision of the partnership laws of the State of Florida. This Mortgage shall be binding upon the parties hereto and their respective heirs, personal representatives, successors and assigns, and it shall inure to the benefit of Mortgagee and its successors and assigns and to the benefit of Mortgagor and Mortgagor's heirs, personal representatives and permitted successors and assigns. This 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. This Mortgage cannot be changed except by an agreement in writing, signed by the party against whom enforcement of the change is sought.

IN WITNESS WHEREOF, the Mortgagor has hereunto set his hand and seal on the day and year first above written.

Signed, sealed and delivered in the presence of:

Sign: Matt Bale Jr  
Print: Matt Bale Jr  
Sign: Maricela Fraga  
Print: Maricela Fraga

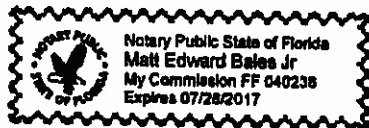
REDBRIDGE PROPERTIES, LLC, a  
Florida limited liability company

By: Edmund Santiago  
Edmund Santiago, Manager

STATE OF FLORIDA  
COUNTY OF MIAMI-DADE

The foregoing instrument was acknowledged before me this 26<sup>th</sup> day of June, 2015 by Edmund Santiago as Manager of Redbridge Properties, LLC, a Florida limited liability company, on behalf of the Mortgagor, who is  personally known to me or  has presented \_\_\_\_\_ as proof of identification.

Matt Bale Jr [SEAL]  
Notary Public, State of Florida



**STATE OF FLORIDA UNIFORM COMMERCIAL CODE  
FINANCING STATEMENT FORM**



**CFN 2015R0450611**  
OR BK 29695 Pgs 1393-1397 (5Pgs)  
RECORDED 07/14/2015 09:59:10  
HARVEY RUVIN, CLERK OF COURT  
MIAMI-DADE COUNTY, FLORIDA

<b>A. NAME &amp; DAYTIME PHONE NUMBER OF CONTACT PERSON</b> Richard T. Donato, Esq.	
<b>B. Email Address</b>	
<b>C. SEND ACKNOWLEDGEMENT TO:</b>	
<b>Name</b>	Law Office of Richard T. Donato, P.A.
<b>Address</b>	7700 Davie Road Extension
<b>Address</b>	
<b>City/State/Zip</b>	Hollywood, Florida 33023

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

**1. DEBTOR'S EXACT FULL LEGAL NAME - INSERT ONLY ONE DEBTOR NAME (1a OR 1b) - Do Not Abbreviate or Combine Names**

<b>1.a ORGANIZATION'S NAME</b> REDBRIDGE PROPERTIES, LLC				
<b>1.b INDIVIDUAL'S SURNAME</b>	<b>FIRST PERSONAL NAME</b>	<b>ADDITIONAL NAME(S)/INITIAL(S)</b>	<b>SUFFIX</b>	
<b>1.c MAILING ADDRESS Line One</b> 355 Alhambra Circle, Suite 1150				
<b>MAILING ADDRESS Line Two</b>				
<b>CITY</b> Miami Beach		<b>STATE</b> FL	<b>POSTAL CODE</b> 33139	<b>COUNTRY</b> USA

**2. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - INSERT ONLY ONE DEBTOR NAME (2a OR 2b) - Do Not Abbreviate or Combine Names**

<b>2.a ORGANIZATION'S NAME</b>				
<b>2.b INDIVIDUAL'S SURNAME</b>	<b>FIRST PERSONAL NAME</b>	<b>ADDITIONAL NAME(S)/INITIAL(S)</b>	<b>SUFFIX</b>	
<b>2.c MAILING ADDRESS Line One</b>				
<b>MAILING ADDRESS Line Two</b>				
<b>CITY</b>		<b>STATE</b>	<b>POSTAL CODE</b>	<b>COUNTRY</b>
				USA

**3. SECURED PARTY'S NAME (or NAME of TOTAL ASSIGNEE of ASSIGNOR S/P) - INSERT ONLY ONE SECURED PARTY (3a OR 3b)**

<b>3.a ORGANIZATION'S NAME</b> CI BANK				
<b>3.b INDIVIDUAL'S SURNAME</b>	<b>FIRST PERSONAL NAME</b>	<b>ADDITIONAL NAME(S)/INITIAL(S)</b>	<b>SUFFIX</b>	
<b>3.c MAILING ADDRESS Line One</b> 100 5 <sup>th</sup> Street South				
<b>MAILING ADDRESS Line Two</b>				
<b>CITY</b> St. Petersburg		<b>STATE</b> FL	<b>POSTAL CODE</b> 33701	<b>COUNTRY</b> USA

**4. This FINANCING STATEMENT covers the following collateral:**

Second security interest in those items described in Exhibit "B" and located on or attached to the property described in Exhibit "A"; whether any of the foregoing is owned now or acquired later; all accessions, additions, replacements and substitutions relating to any of the foregoing; all records of any kind relating to any of the foregoing; and all proceeds relating to any of the foregoing (including insurance proceeds)

\$1,065,600.00

<b>5. ALTERNATE DESIGNATION (if applicable)</b>	<input type="checkbox"/> LESSEE/LESSOR	<input type="checkbox"/> CONSIGNEE/CONSIGNOR	<input type="checkbox"/> BAILEE/BAILOR
	<input type="checkbox"/> AG LIEN	<input type="checkbox"/> NON-UCC FILING	<input type="checkbox"/> SELLER/BUYER

**6. Florida DOCUMENTARY STAMP TAX - YOU ARE REQUIRED TO CHECK EXACTLY ONE BOX**

All documentary stamps due and payable or to become due and payable pursuant to s. 201.22 F.S., have been paid.  
 Florida Documentary Stamp Tax is not required.

**7. OPTIONAL FILER REFERENCE DATA**



**EXHIBIT "A"**

**Lots 41 and 42, Block 11, of 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**

## **EXHIBIT "B"**

- (a) All buildings, structures, and improvements of any nature whatsoever now or hereafter situated upon the real property, and all heating, lighting, laundry, gas, incinerating, power, air cooling and air conditioning, plumbing, electrical refrigerating, waste, garbage, sewerage, telephone and water, fixtures, fittings, and all replacements thereof now or any time hereafter affixed to, attached to, placed upon or used in connection with operation of the improvements upon the real property hereinabove described, including, but not in any manner limiting the generality of the foregoing: all blinds, stairs, screens, stair railings, fire extinguishers, air cooling and air conditioning equipment, ventilators, lights and lighting equipment, exhaust fans, fuel, laundry equipment, water meters, electric meters, ladders, window screening, shelves, dishwashers, sinks, tubs and showers, commodes, garbage disposals, doors, water closets, lavatories, washing machines, water heaters, bidets, shower doors, electric transformers, T.V. antennae, elevators, motors, machinery, generators, sprinkling systems, waterlines, pipes, wiring, water and sewerage connections and appurtenances thereto, and sanitary sewerage connections, trash chutes and appurtenances thereto, swimming pools and sauna baths, together with all the accessories thereto, radiators, heaters, boilers, ranges, hoods, water basins, pipes, faucets, mantles, refrigerating plants and ice boxes, glass windows, storm shutters and awnings, planting and landscaping, and the hazard insurance policy covering said premises, furnaces, oil burners, or units thereof, communication systems, shades, signs, mirrors, water softeners, carpets, carpeting, and all substitutions, additions, extensions, improvements, betterments, renewals, and replacements thereof, and all the proceeds thereof and any replacements thereof, and any and all rights of subrogation provided by the Mortgage, or arising thereunder, any monies in any escrow accounts established or pursuant to said Mortgage, and property and other things of value acquired with or paid for by future or further advances pursuant to said Mortgage, all of which are hereby declared and shall be deemed to be fixtures and an accession to the freehold and a part of the realty as between the parties hereto, and all persons claiming by, through or under them, and which shall be deemed to be a portion of the security for the indebtedness here and above mentioned, and to be covered by the Mortgage hereinabove mentioned.
- (b) All water lines with sprinkler system service connections, soakage pits, hose bibs, sanitary sewer lines, sewerage force mains, paving and all equipment and fixtures of every kind and nature whatsoever forming a part of said building and improvements, or of any building or other improvement erected or installed upon the premises or any part thereof, now or hereafter erected, situated or placed thereon.
- (c) All of the right, title and interest of the Mortgagor in any fixtures located on, or attached to, said real property which may hereafter become subject to a conditional sales contract, chattel mortgage, or similar lien or claim, together with the benefit of any deposits or payments now or hereafter made by the Mortgagor thereon.
- (d) All leases, subleases, and contracts for the sale now or hereafter relating to the real and personal property of this entire Exhibit now or hereafter entered into, together with all rights, titles

and interests of the Mortgagor as Lessor and/or Seller thereunder, including the right to upon occurrence in the event of default to receive and collect the rents and/or sales prices payable thereunder, and all other rents, revenue, income, issues and profits, which are all hereby specifically assigned, transferred and pledged primarily and on a parity with said real estate, together with all management agreements, service agreements, or contracts as they affect the property.

(e) All and singular easements, rights of way, streets, roads, ways, lanes, sidewalks, curbs, alleys, passages, sewer rights, waters, water courses, littoral and/or riparian rights, water rights and powers, and all areas adjacent to or adjoining said real estate and portions thereof, and all estates, rights, title interests, privileges, liberties, tenements, hereditaments and appurtenances whatsoever, in any way belonging, relating to or appertaining to any of the property hereinabove described, or which hereafter shall, in any way belong, relate or be appurtenances thereto, whether now owned or hereafter acquired by the Mortgagor and the reversion and reversions, remainder and remainders, rent, issues and profits thereof, and all estates, rights, titles, interests, properties, portions, claims and demands whatsoever at law, as well as in equity, of the Mortgagor in and to the same.

(f) Together with any and all awards or payments, including interest thereon, and the right to receive the same, which may be made with respect to the premises as a result of (a) the exercise of the right of eminent domain, (b) the alteration of the grade of the street, or (c) any other injury to or decrease in the value of the premises, to the extent of all amounts which may be secured by this Mortgage at the date of receipt of any such award or payment by the Mortgagee, and of the reasonable counsel fees, costs and disbursements incurred by the Mortgagee in connection with the collection of such award or payment. The Mortgagor agrees to execute and deliver, from time to time, such further instruments as may be requested by the Mortgagee to confirm such assignment to the Mortgagee of any such award or payment.

(g) All right, title and interest of the Mortgagor in and to all extensions, improvements, betterments, renewals, substitutes and replacements of, and all additions and appurtenances to, the mortgaged property, hereafter acquired by, or released to the Mortgagor, or constructed, assembled or placed by the Mortgagor on the premises, and all conversions of the security constituted thereby, immediately upon such acquisition, release, construction, assembling, placement or conversions, as the case may be, and in each such case, without further mortgage, conveyance, assignment or other act by the Mortgagor shall become subject to the lien of this Mortgage as fully and completely, and with the same effect as though now owned by the Mortgagee and specifically described in the granting clause hereof, but at any and all times the Mortgagor will execute and deliver to the Mortgagee any and all such further assurances, mortgages, conveyances or assignments thereof as the Mortgagee may reasonably require for the purpose of expressly and specifically subjecting the same to the lien of this Mortgage.

(h) All insurance proceeds and policies relating to the collateral or property described herein, including unearned premiums, if any.

(i) All development permits/orders, together with deposits paid or held in connection therewith, including but not limited to any and all bonds, letters of credit, permit fees or prepaid impact or development fees relating to the premises or the collateral.

(j) All trade names, trademarks and logos used in connection with the operation of the property, and all contracts and licenses pertaining thereto.

(k) All Architect, Contractors, Engineers, Surveyors Contracts/Plans/Drawings for the Improvements to the Subject Property.

**Federal Deposit  
Insurance Corporation**

Each depositor insured to at least \$250,000 per insured bank

**C1 Bank (FDIC #: 34092)**

Status: Active • Insured Since November 17, 1995

C1 Bank is an active bank

Data as of: August 19, 2015

**Overview**

Locations

History

Identifications

Financials

**C1 Financial, Inc.**  
Bank Holding Company

**C1 Bank** has 34 domestic locations in 1 states, 0 locations in territories, and 0 foreign locations

**C1 Bank**  
Banking Institution

**Established:** November 17, 1995

**FDIC Certificate #:** 34092

**Insured:** November 17, 1995

**34 Locations**  
Branches (Offices)

**Bank Charter Class:** Non-member of the  
Federal Reserve System

**Headquarters:** 100 5th Street South  
Saint Petersburg, FL  
33701  
Pinellas County

**Regulated By:** Federal Deposit Insurance  
Corporation

**Consumer Assistance:** <http://www2.fdic.gov/starsmail/index.asp>

**Corporate Website:** <http://WWW.C1BANK.COM>

Contact the FDIC about [C1 Bank](#)



Prepared by and return to:  
 Aileen Franklin  
 Franklin Title Group, LLC  
 8181 NW 154 Street  
 Suite 120  
 Miami Lakes, FL 33016  
 305-517-3761

CFN 2015R0450612  
 OR BK 29695 Pgs 1398-1399 (2Pgs)  
 RECORDED 07/14/2015 09:59:10  
 HARVEY RUVIN, CLERK OF COURT  
 MIAMI-DADE COUNTY, FLORIDA

[Space Above This Line For Recording Data]

**CERTIFICATE OF RESOLUTION  
 OF  
 Redbridge Properties, LLC, a Florida limited liability  
 company**

\$1,332,000.00 first mortgage loan Commitment from C1 Bank.  
\$1,065,800.00 second mortgage loan Commitment from C1 Bank.

The undersigned, Redbridge Properties, LLC, a Florida limited liability company a limited liability company created, existing, and in good standing under the laws of the State of Florida and authorized to do business in the State of Florida (The "Company"), does hereby certify that at a duly called a special meeting of the Members of the Company, the following resolutions were duly adopted, and such resolutions have not been altered, amended or repealed and are in full force and effect as on the date of their adoption:

WHEREAS, C1 Bank (the "Lender") has agreed to extend to the Company a loan on such terms and conditions as are set forth in that certain commitment letter (The "commitment") presented to the Members at a special meeting; and

WHEREAS, it is in the best interest of the Company to obtain the loan on the conditions set forth therein.

NOW THEREFORE, BE IT:

RESOLVED, that Edmund Santiago, Director of Redbridge Group of Florida, Inc., authorized manager and Edmund Santiago, as manager is hereby authorized, directed, and empowered in the name and on behalf of the Company to execute and deliver any and all documents and instruments necessary to close the referenced loan and to encumber the parcel of land described in the Commitment as security therefor.

FURTHER RESOLVED, the Company after being duly sworn on oath, deposes, states, represents, warrants and confirms that the Company is encumbering the following described real property, to wit:

**Lots 41 and 42, Block 11, of 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.**

FURTHER RESOLVED, that in connection with concluding the sale, the persons listed above be and hereby are further authorized and empowered, in the name and on behalf of the Company to take from time to time any other actions deemed necessary or desirable by the members of the Company to maintain, modify, or otherwise deal with the mortgage loan therefor and that they have the full power and authority to bind the Company pursuant thereto. This Resolution is in full force and effect and has not been altered, modified, or rescinded.

It is certified that the above resolution was duly and regularly enacted at a special meeting of the members called for that purpose and held in accordance with the Articles of Organization and the Statutes of the State of Florida; and that the undersigned Members of the Company have the full power and authority to bind the Company pursuant thereto; and that the Resolution is in full force and effect and has not been altered, modified, or rescinded nor have the Articles of Organization been altered, modified, or rescinded. There have been no additional members or managing members added to the company nor have the existing members or managing members had their powers amended, altered, rescinded or revoked.

All recording references set forth herein are to the Public Records of Miami-Dade County, Florida, unless otherwise noted. "Affiant", "Seller" and "Buyer" include singular or plural as context so requires or admits. This affidavit is given for the purpose of clearing any possible question or objection to the title to the above referenced property and, for the purpose of inducing Franklin Title Group, LLC and Old Republic National Title Insurance Company to issue title insurance on the subject property, with the knowledge that said title companies are relying upon the statements set forth herein. Affiant hereby holds Franklin Title Group, LLC and Old Republic National Title Insurance Company harmless and fully indemnifies same (including but not limited to attorneys' fees, whether suit be brought or not, and at trial and all appellate levels, and court costs and other litigation expenses) with respect to the matters set forth herein. This resolution will relieve the issuing agency of the obligation to review the articles of organization and any operating agreement to determine that the proper parties executed the resolution. This resolution is made under the penalties of perjury.

IN WITNESS WHEREOF, I have hereunto set my hand and seal.

*Matt Bales Jr*  
Witness Name: Matt Bales Jr

~~*[Signature]*~~  
Witness Name: ~~\_\_\_\_\_~~

*Matt Bales Jr*  
Witness Name: Matt Bales Jr

~~*[Signature]*~~  
Witness Name: ~~\_\_\_\_\_~~

Redbridge Properties, LLC, a Florida limited liability company

By: *Edmund Santiago*  
Edmund Santiago, Director of Redbridge Group of Florida, Inc., authorized manager

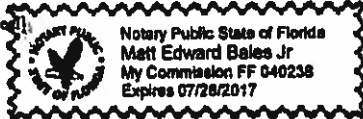
By: *Edmund Santiago*  
Edmund Santiago, Manager

(Corporate Seal)

State of Florida  
County of Miami-Dade

The foregoing instrument was sworn to and subscribed before me this 1st day of July, 2015 by Edmund Santiago, manager of Redbridge Properties, LLC, a Florida limited liability company, on behalf of the company. He  is personally known to me or  has produced a driver's license as identification.

[Notary Seal]

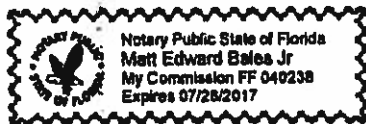


*Matt Bales Jr*  
Notary Public  
Printed Name: Matt Bales Jr  
My Commission Expires: \_\_\_\_\_

State of Florida  
County of Miami-Dade

The foregoing instrument was sworn to and subscribed before me this 1st day of July, 2015 by Edmund Santiago, Director of Redbridge Group of Florida, Inc., authorized manager of Redbridge Properties, LLC, a Florida limited liability company, on behalf of the company. He  is personally known to me or  has produced a driver's license as identification.

[Notary Seal]



*Matt Bales Jr*  
Notary Public  
Printed Name: Matt Bales Jr  
My Commission Expires: \_\_\_\_\_



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

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

---

<b>Occupant Name:</b>	VACANT	<b>Inspection Date:</b>	2/17/2016
<b>Address:</b>	101 Almeria Avenue	<b>InspectionType:</b>	Vacant
<b>City:</b>	Coral Gables	<b>Inspected By:</b>	Thad Ovcarich 305-460-5563
<b>Suite:</b>		<b>Occ. Sq. Ft.:</b>	4541

---

**No violations noted at this time.**

<b>Company Representative:</b>	Signature on file VACANT 2/17/2016 Signature on file
<b>Inspector:</b>	Thad Ovcarich 2/17/2016

**CITY'S**

**EXHIBIT**

9



## Garcia, Belkys

---

**From:** inomkin@alp-law.com  
**Sent:** Tuesday, September 22, 2015 6:08 PM  
**To:** Goizueta, Virginia; Garcia, Belkys  
**Cc:** alp@alp-law.com  
**Subject:** FW: Agreed Order Declaring Structure Unsafe - 101 Almeria Ave  
**Attachments:** development services dept. inv. - 101 Almeria Ave.pdf; payment instructions for unsafe structres cases.docx; WEB REGISTRATION.doc

Please find attached correspondence regarding the above-referenced matter.

Very truly yours,

Itta Nomkin  
Assistant to:

Alexander L. Palenzuela  
Law Offices of Alexander L. Palenzuela, P.A.  
1200 Brickell Avenue, Suite 1230  
Miami, FL 33131-3255  
main (305) 375-9510  
direct +1 (305) 417-9007  
fax (305) 375-9511  
inomkin@alp-law.com  
[www.alp-law.com](http://www.alp-law.com)

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---

**From:** itta nomkin <inomkin@alp-law.com>  
**Date:** Tuesday, September 22, 2015 at 5:53 PM  
**To:** "esantago@redbridge.cc" <esantago@redbridge.cc>, "mfraga@redbridge.cc" <mfraga@redbridge.cc>, "amarsh@redbridge.cc" <amarsh@redbridge.cc>  
**Cc:** itta nomkin <alp@alp-law.com>, Henry Lovera <hlurbanconstruction@gmail.com>  
**Subject:** FW: Agreed Order Declaring Structure Unsafe - 101 Almeria Ave

Good afternoon:

Please see attached the invoice and instructions for the payment of the administrative fees and recording costs for the unsafe structures proceeding.

Very truly yours,

Itta Nomkin  
Assistant to:

Alexander L. Palenzuela  
Law Offices of Alexander L. Palenzuela, P.A.  
1200 Brickell Avenue, Suite 1230  
Miami, FL 33131-3255  
main (305) 375-9510  
direct +1 (305) 417-9007  
fax (305) 375-9511  
[inomkin@alp-law.com](mailto:inomkin@alp-law.com)  
[www.alp-law.com](http://www.alp-law.com)

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---

**From:** itta nomkin <[inomkin@alp-law.com](mailto:inomkin@alp-law.com)>  
**Date:** Thursday, September 17, 2015 at 1:34 PM  
**To:** "[esantago@redbridge.cc](mailto:esantago@redbridge.cc)" <[esantago@redbridge.cc](mailto:esantago@redbridge.cc)>, "[mfraga@redbridge.cc](mailto:mfraga@redbridge.cc)" <[mfraga@redbridge.cc](mailto:mfraga@redbridge.cc)>, "[amarsh@redbridge.cc](mailto:amarsh@redbridge.cc)" <[amarsh@redbridge.cc](mailto:amarsh@redbridge.cc)>  
**Cc:** itta nomkin <[alp@alp-law.com](mailto:alp@alp-law.com)>, Henry Lovera <[hlurbanconstruction@gmail.com](mailto:hlurbanconstruction@gmail.com)>  
**Subject:** FW: Agreed Order Declaring Structure Unsafe - 101 Almeria Ave

As per Mr. Lovera's request below, please find attached correspondence regarding the above-referenced matter.

Thank you.

Very truly yours,

Itta Nomkin

Assistant to:

Alexander L. Palenzuela  
Law Offices of Alexander L. Palenzuela, P.A.  
1200 Brickell Avenue, Suite 1230  
Miami, FL 33131-3255  
main (305) 375-9510  
direct +1 (305) 417-9007  
fax (305) 375-9511  
[inomkin@alp-law.com](mailto:inomkin@alp-law.com)  
[www.alp-law.com](http://www.alp-law.com)

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---

**From:** Henry Lovera <[hlurbanconstruction@gmail.com](mailto:hlurbanconstruction@gmail.com)>  
**Date:** Thursday, September 17, 2015 at 1:07 PM  
**To:** itta nomkin <[inomkin@alp-law.com](mailto:inomkin@alp-law.com)>  
**Subject:** Re: Agreed Order Declaring Structure Unsafe - 101 Almeria Ave

Dear Ms. Nomkin,

Please forward this e-mail to the following individuals:

Mr. Edmund Santiago at [esantiago@redbridge.cc](mailto:esantiago@redbridge.cc)

Mrs. Mariela Fraga at [mfraga@redbridge.cc](mailto:mfraga@redbridge.cc)

Mrs. Ana Marsh at [amarsh@redbridge.cc](mailto:amarsh@redbridge.cc)

Thank you,  
HL

**Henry Lovera** | Construction Manager | Tel. 305.725.4162 | [hlurbanconstruction@gmail.com](mailto:hlurbanconstruction@gmail.com)  
**Urban Designs DBA Urban Construction** | 1043 Alhambra Circle, Coral Gables, FL 33134

On Sep 17, 2015, at 1:00 PM, [inomkin@alp-law.com](mailto:inomkin@alp-law.com) wrote:

Dear Mr. Lovera:

The City is preparing an invoice and expects to have it done by tomorrow. If you have not heard from Mr. Palenzuela by Monday, please follow up.

Thank you!

Very truly yours,

Itta Nomkin  
Assistant to:

Alexander L. Palenzuela  
Law Offices of Alexander L. Palenzuela, P.A.  
1200 Brickell Avenue, Suite 1230  
Miami, FL 33131-3255  
main (305) 375-9510  
direct +1 (305) 417-9007  
fax (305) 375-9511  
[inomkin@alp-law.com](mailto:inomkin@alp-law.com)  
[www.alp-law.com](http://www.alp-law.com)

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---

**From:** itta nomkin <[inomkin@alp-law.com](mailto:inomkin@alp-law.com)>  
**Date:** Tuesday, September 15, 2015 at 4:07 PM  
**To:** Henry Lovera <[hlurbanconstruction@gmail.com](mailto:hlurbanconstruction@gmail.com)>  
**Cc:** itta nomkin <[alp@alp-law.com](mailto:alp@alp-law.com)>  
**Subject:** Agreed Order Declaring Structure Unsafe - 101 Almeria Ave

Mr. Lovera:

Please find attached a copy of the Board's order entered yesterday.

Please contact Mr. Palenzuela if you have any questions.

Thank you.

Very truly yours,

Itta Nomkin  
Assistant to:

Alexander L. Palenzuela  
Law Offices of Alexander L. Palenzuela, P.A.  
1200 Brickell Avenue, Suite 1230  
Miami, FL 33131-3255  
main (305) 375-9510  
direct +1 (305) 417-9007  
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<Agreed Order Declaring Structure Unsafe - 101 Almeria Ave.pdf>



**CITY OF CORAL GABLES  
DEVELOPMENT SERVICES DEPT INVOICE**

**BUILDING RE CERTIFICATION**  
405 Biltmore Way - Coral Gables, FL 33134

(305) 460-5235

**Site Address:** 101 ALMERIA AVE  
CORAL GABLES, FL 33134-6008

**PERMIT NUMBER:** RC-14-10-4195

**PARCEL NUMBER:** 03-4117-005-3050

**Project Name:**

**Legal Description:**

C GABLES CRAFTS SEC PB 10-40 LOTS 41 & 42 BLK 11 LOT SIZE 50.000 X 100 OR 18592-1889  
0599 1 COC 21945-2478 12 2003 5 OR 29632-3157 0315 11

**Applicant:**  
WILLIAM PLASENCIA  
7700 N KENDALL DR  
506  
MIAMI, FL 33156  
(305) 233-2589

**Owner:**  
NATIONAL LIFE INS CO  
101 ALMERIA AVE  
CORAL GABLES., FL 33134-6008

**Contractor:**

**Tenant:**

**Qualifier:**  
**Bus. License:**

**Project Description:**

40 YEAR OR OLDER BUILDING RECERTIFICATION  
CONSTRUCTION REGULATION BOARD FILE 15-4252 SEPTEMBER 14, 2015 MEETING

# OF PAGES OF DOCUMENTATION 18  
RECERTIFICATION YEAR 2014  
UNSAFE STRUCTURES BOARD 600  
# OF PAGES TO RECORD 3

*Sent  
9-22-15*

**FEES**

DOCUMENT RECORDING FEE	29.00
UNSAFE STRUCTURES BOARD	600.00

**Warning to owner:** A recorded notice of commencement might be required to be submitted prior to inspection scheduling.

**Issued Date:** 10/30/2014

**Expiration Date:** 10/30/2015

**CALL BEFORE YOU DIG FOR ALL UTILITY LOCATES**  
**SUNSHINE STATE ONE CALL 1-800-432-4770**

**TOTAL:** \$629.00



Issuance of a development permit by a municipality does not in any way create any right on the part of an applicant to obtain a permit from a state or federal agency and does not create any liability on the part of the municipality for issuance of the permit if the applicant fails to obtain requisite approvals or fulfill the obligations imposed by a state or federal agency or undertakes actions that result in a violation of state or federal law

CALL THE AUTOMATED REQUEST SYSTEM TO SCHEDULE AN INSPECTION: 305-722-8700  
SCHEDULE AN INSPECTION VIA THE WEB: WWW.CORALGABLES.COM  
BUILDING & ZONING: 305-460-5245-FIRE: 305-460-5563  
PUBLIC WORKS: 305-460-5025/26

## Garcia, Belkys

---

**From:** alp@alp-law.com  
**Sent:** Tuesday, October 27, 2015 6:24 PM  
**To:** Goizueta, Virginia; Garcia, Belkys  
**Subject:** FW: Case#15-4252 - 101 Alemria Ave

Dear Belkys and Virginia:

Please see below emails regarding the status of this case in preparation for our discussion tomorrow of the September cases.

Thanks!

Very truly yours,

Alexander L. Palenzuela  
Law Offices of Alexander L. Palenzuela, P.A.  
1200 Brickell Avenue, Suite 1440  
Miami, FL 33131-3205  
main (305) 375-9510, ext. 303  
direct +1 (305) 417-9007  
fax (305) 375-9511  
[alp@alp-law.com](mailto:alp@alp-law.com)  
[www.alp-law.com](http://www.alp-law.com)

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---

**From:** Alexander Palenzuela <[alp@alp-law.com](mailto:alp@alp-law.com)>  
**Date:** Sunday, October 25, 2015 at 1:02 PM  
**To:** "henrylovera@bellsouth.net" <[henrylovera@bellsouth.net](mailto:henrylovera@bellsouth.net)>  
**Cc:** Ana Marsh <[amarsh@redbridge.cc](mailto:amarsh@redbridge.cc)>, Mariely Fraga <[mfraga@redbridge.cc](mailto:mfraga@redbridge.cc)>, Edmund Santiago <[esantiago@redbridge.cc](mailto:esantiago@redbridge.cc)>  
**Subject:** Re: Case#15-4252 101...

Dear Mr. Lovera:

Please let me know as soon as you have applied for the demolition permit, so that I can follow up.

Thank you.

Very truly yours,

Alexander L. Palenzuela  
Law Offices of Alexander L. Palenzuela, P.A.  
1200 Brickell Avenue, Suite 1440  
Miami, FL 33131-3205  
main (305) 375-9510, ext. 303  
direct +1 (305) 417-9007  
fax (305) 375-9511  
[alp@alp-law.com](mailto:alp@alp-law.com)  
[www.alp-law.com](http://www.alp-law.com)

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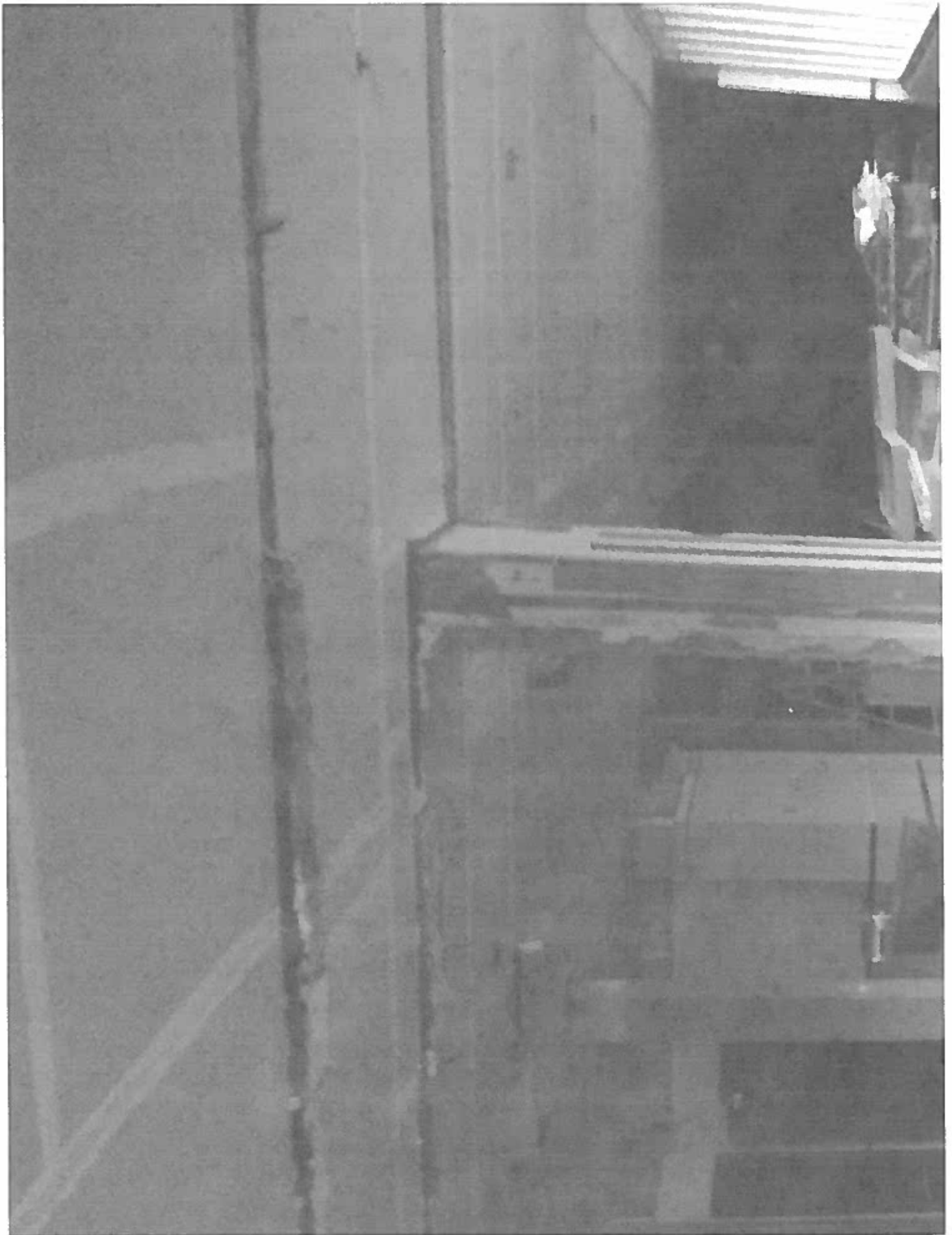
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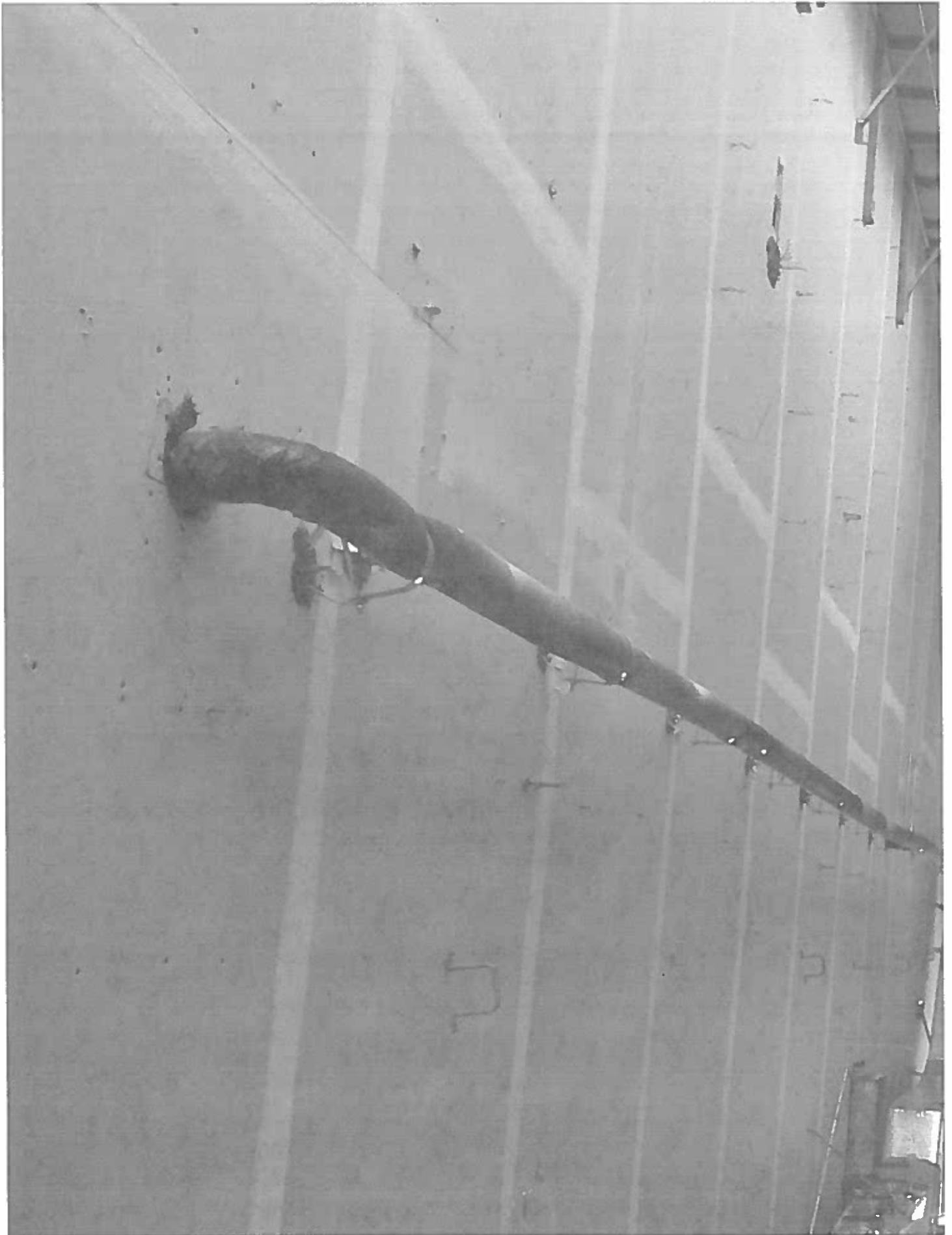
**From:** "henrylovera@bellsouth.net" <[henrylovera@bellsouth.net](mailto:henrylovera@bellsouth.net)>  
**Date:** Saturday, October 24, 2015 at 6:58 AM  
**To:** Alexander Palenzuela <[alp@alp-law.com](mailto:alp@alp-law.com)>  
**Cc:** Ana Marsh <[amarsh@redbridge.cc](mailto:amarsh@redbridge.cc)>, Mariely Fraga <[mfraga@redbridge.cc](mailto:mfraga@redbridge.cc)>, Edmund Santiago <[esantiago@redbridge.cc](mailto:esantiago@redbridge.cc)>  
**Subject:** Case#15-4252 101...

Dear Mr. Palenzuela,  
Attached please find pictures taken yesterday from the interiors of 101 Almeria Avenue. We still have another week worth of work before we close the demolition permit on the subject property.  
I will let you know when we will close demolition permit and begin built-out if the interiors.  
All the best,

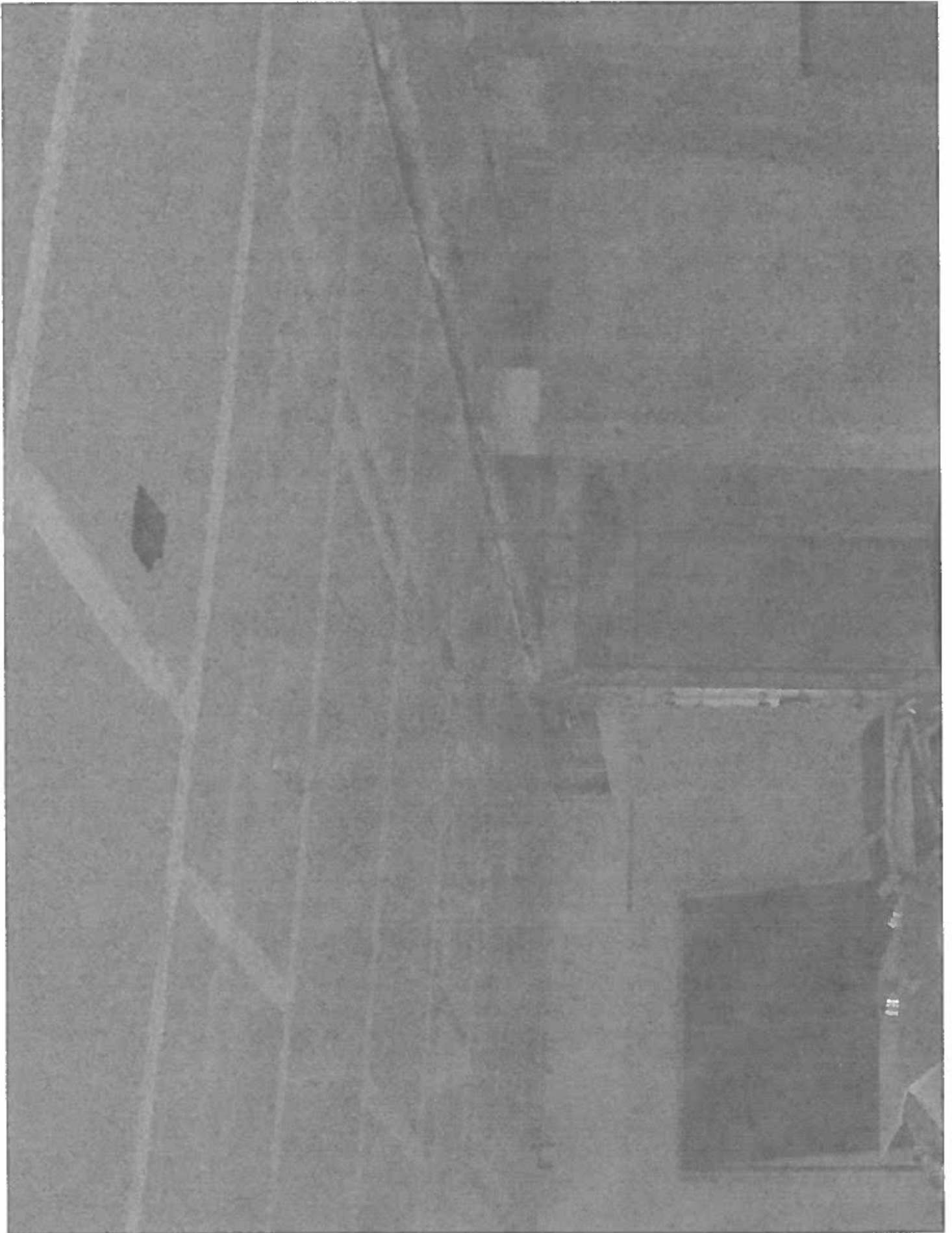












Henry Lovera | Construction Manager | Tel. 305.725.4162 | [hlovera@bellsouth.net](mailto:hlovera@bellsouth.net)  
Urban Designs DBA Urban Construction | 1043 Alhambra Cr. Coral Gables, FL 33134

Sent from my iPhone

## Garcia, Belkys

---

**From:** Garcia, Belkys  
**Sent:** Tuesday, March 29, 2016 7:59 AM  
**To:** 'hlurbanconstruction@gmail.com'  
**Cc:** Lopez, Manuel; Goizueta, Virginia; Figueroa, Yanneris  
**Subject:** RE: 101 Almeria Avenue  
**Attachments:** ORDER.pdf; NOTICE OF NON COMPLIANCE.pdf

Good morning,

Please see Attached as the property's Board Order deadline expired and a Notice of Non-compliance was issued to the property owner.

Thank you,

*Belkys Garcia*  
City of Coral Gables  
Development Services Department  
405 Biltmore Way, 3rd Floor  
Coral Gables, Florida 33134  
Office: (305) 460-5229



CORAL GABLES  
THE CITY OF A DREAM

*Celebrating 90 years of a dream realized.*

---

**From:** alp@alp-law.com [mailto:alp@alp-law.com]  
**Sent:** Monday, March 28, 2016 6:12 PM  
**To:** Goizueta, Virginia; Garcia, Belkys  
**Cc:** Figueroa, Yanneris  
**Subject:** FW: 101 Almeria Avenue

Dear Virginia and Belkys:

Please see below correspondence I received regarding 101 Almeria Ave.

Thanks!

Very truly yours,

Alexander L. Palenzuela  
Law Offices of Alexander L. Palenzuela, P.A.  
1200 Brickell Avenue, Suite 1440  
Miami, FL 33131-3205

main (305) 375-9510, ext. 303  
direct +1 (305) 417-9007  
fax (305) 375-9511  
[alp@alp-law.com](mailto:alp@alp-law.com)  
[www.alp-law.com](http://www.alp-law.com)

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---

**From:** Henry Lovera <[hurbanconstruction@gmail.com](mailto:hurbanconstruction@gmail.com)>  
**Date:** Monday, March 28, 2016 at 1:55 PM  
**To:** Alexander Palenzuela <[alp@alp-law.com](mailto:alp@alp-law.com)>  
**Cc:** Edmund Santiago <[esantiago@redbridge.cc](mailto:esantiago@redbridge.cc)>, Mariely Fraga <[MFraga@Redbridge.cc](mailto:MFraga@Redbridge.cc)>, Ana Marsh <[amarsh@redbridge.cc](mailto:amarsh@redbridge.cc)>, Henry Lovera <[hlovera@bellsouth.net](mailto:hlovera@bellsouth.net)>  
**Subject:** 101 Almeria Avenue

Dear Mr. Palenzuela,

Attached please find Temporary Certificate of Occupancy issued at the subject property.

The interior improvements were inspected by all the city departments and passed all the final inspections. But the two new roof A/C units were not painted the same color of the building. Nevertheless the zoning department approved the work during the final inspection with the condition of having the new A/C units painted with the approved color by the Board of Architects and at the same time the exterior of the building is being painted. A Temporary Certificate of Occupancy was issued for 90 days and the exterior of the building will be re-inspected before TCO expiration date on June 7th, 2016.

The exterior improvements will commence as soon as Public Works approves the scaffold's shop drawings to begin plaster repairs and finishes. The entire work including building painting will take approximately 4 weeks and will begin as soon as the Public Works department issues the shop drawings approval. The signed & sealed drawings are complete and will be submitted tomorrow.

If you have any question or additional information is required please do not hesitate to contact us.

Best regards,  
HL

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