

PREPARED BY AND RETURN TO:

KATE VINKOV
3060 PEACHTREE RD NW
ATLANTA, GA 30305
ANGEL OAK PRIME BRIDGE

Tax Parcel I.D. No.:

03-4115-005-0070

**MORTGAGE, ASSIGNMENT OF RENTS,
SECURITY AGREEMENT AND FIXTURE FILING**

THIS MORTGAGE, ASSIGNMENT OF RENTS, SECURITY AGREEMENT AND FIXTURE FILING is made as of May 30th 2017, between Investquest Partners Inc, having an address of 92 SW 3 St #905 Miami, FL 33130 ("Mortgagor"), and Angel Oak Prime Bridge LLC, having an address of 3060 Peachtree Road NW, Atlanta, GA 30305 ("Mortgagee").

WITNESSETH:

Mortgagor, in consideration of the sum of Ten Dollars (\$10.00) and other valuable consideration to Mortgagee paid by Mortgagee, receipt whereof is hereby acknowledged, does hereby grant, bargain, sell, assign, transfer, convey, mortgage and confirm unto Mortgagee the real property located at 3411 Granada Blvd Coral Gables FL 33134, in Miami-dade County, Florida, more particularly described on Exhibit A attached hereto and incorporated herein (the "Property");

Together with all buildings, structures and other improvements of any nature, now or hereafter situated in whole or in part on the Property; and all fixtures, furniture, and furnishings, equipment, carpeting, appliances and all other personally now existing on the Property or that may hereafter be erected or placed thereon, or acquired therefor, or used in connection therewith, including, but not limited to, all heating, lighting, plumbing, ventilating, refrigerating, air conditioning, sprinkling, water and power systems, appliances and mixtures; all elevators, motors and machinery; all storm and screen windows and doors, screens, awnings, window shades, bath tubs, sinks, toilets, basins, mirrors, cabinets, dishwashers, laundry equipment and/or appliances, refrigerators, hot water heaters and ranges and all substitutions, additions, accessions and replacements thereof, and all proceeds thereof, including insurance proceeds or condemnation awards; and all landscaping, plantings and shrubbery now growing or that may hereafter be planted or grown thereon; and all contract rights, development rights, entitlements, permits, licenses, agreements, leases, including deposits, security deposits, pre-paid deposits collected thereon or applicable thereto; and all rights in and to common elements or limited common elements to which Mortgagee is or may become entitled in connection with the Property.

Mortgagor also hereby grants to Mortgagee a mortgage lien on and a security interest in all of the Mortgaged Property described herein and in addition to the rights of a mortgagee, Mortgagee shall have all of the rights of a secured party under the Florida Uniform Commercial Code. (The real and personal property described in this mortgage is sometimes collectively called "the Mortgaged Property".)

TO HAVE AND TO HOLD the above described Mortgaged Property unto Mortgagee forever.

1. **Title Covenants.** Mortgagor hereby covenants with Mortgagee that Mortgagor is indefeasibly seized with the absolute and fee simple title to the Property; that Mortgagor has full power and lawful authority to convey, assign, transfer, encumber and mortgage the same; that the Mortgaged Property is free and discharged from all liens, encumbrances and claims of every kind, including all taxes and assessments, except for taxes and assessments not yet due and payable and all applicable zoning, land use and other applicable governmental regulations. This mortgage is intended to be a first lien on the Mortgaged Property in favor of Mortgagee.

2. **Further Assurances.** Mortgagor covenants that Mortgagor, at Mortgagor's sole expense, will execute such other and further instruments and assurances to effectuate the intent of Mortgagor and Mortgagee hereunder that may be reasonably requested by Mortgagee.

3. **Secured Indebtedness.** This mortgage is given to secure to Mortgagee payment of all sums due under a promissory note ("Note"), of even date herewith made by Mortgagor in favor of Mortgagee in the original principal amount of One Million Nine Hundred Sixty Thousand Dollars (\$1,960,000.00), accruing interest at the rate set out in the Note, on the principal amount remaining from time to time unpaid, payable to the order of Mortgagee as provided in the Note, and all advances made pursuant to the terms of the Note and this mortgage (collectively, "Loan Documents"); and the performance of all obligations imposed on Mortgagor by this mortgage.

4. **Covenants of Payment and Performance.** Mortgagor covenants and agrees: (a) to pay to Mortgagee, with interest, the sums due under the Note and any extensions or renewals thereof, in whole or in part, and all other indebtedness or liability hereby secured, however created or evidenced, promptly when the same becomes due; (b) to pay and/or discharge any other amounts or liabilities that may in the future become due, owing or

outstanding from Mortgagor to Mortgagee under this mortgage, including, without limitation, any late fees, escrows or advances made, however the same may be or may have been contracted, evidenced or accrued; (c) to pay all taxes and assessments levied or assessed upon the Mortgaged Property before the same become delinquent, and in no event to permit the Mortgaged Property, or any part thereof, to be sold for nonpayment of taxes or assessments, and to provide Mortgagee, at its request, a copy of payment receipts evidencing payment of taxes within ten (10) days of payments made; (d) to keep the Mortgaged Property in as good repair as is the condition existing on the date hereof and to permit, commit or suffer no waste, impairment or deterioration thereof, to comply strictly with all laws and governmental regulations and rules affecting the Mortgaged Property or its operation; (e) to pay all taxes that may be levied or assessed on this mortgage or the moneys secured hereby; (f) to permit no mechanic's or other liens arising either by contract or by law, to be created or rest upon all or any part of the Mortgaged Property for thirty (30) days without the same being paid, released or transferred to a surety bond, and discharge of the property therefrom procured; and (g) to permit no subordinate liens on the Mortgaged Property without notice to and the prior written consent of Mortgagee. Until full payment of the Note or any extensions or renewals thereof, in whole or in part, and until payment of all other indebtedness or liability that may become due or owing hereunder and secured hereby, Mortgagor shall faithfully and promptly comply with and perform each and every covenant and provision on the part of Mortgagor to be complied with and performed pursuant to the terms of this mortgage.

5. **Future Advances.** Mortgagor agrees that any additional sum or sums advanced by the then holder of the Note secured hereby to or for the benefit of Mortgagor, whether such advances are obligatory or made at the option of Mortgagee, or otherwise, at any time within twenty (20) years from the date of this mortgage, with interest thereon at the rate agreed upon at the time of each additional loan or advance, shall be equally secured with and have the same priority as the original indebtedness secured hereby and all such sums shall be subject to all of the terms and provisions of this mortgage, whether or not such additional loan or advance is evidenced by a promissory note and whether or not identified by a recital that it is secured by this Mortgage; provided that the aggregate amount of principal indebtedness outstanding at any one time shall not exceed the sum of **One Million Nine Hundred Sixty Thousand Dollars (\$1,960,000.00)** (if blank, twice the principal amount of the Note) and provided further that it is understood and agreed that this future advance provision shall not be construed to obligate Mortgagee to make any such additional loans or advances. It is further agreed that any additional note or notes executed and delivered under this future advance provision shall be included in the word "Note" wherever it appears in the context of this mortgage.

6. **Insurance and Casualty Damage.** Mortgagor further covenants to keep the buildings, structures and other improvements now or hereafter erected or placed on the Property and constituting a part of the Mortgaged Property constantly insured against all loss or damage for the full replacement value of the Mortgaged Property for casualty damage, fire, windstorm and extended coverage, and flood (if the Mortgaged Property is located within a flood hazard zone requiring such insurance), and to obtain and keep in full force a comprehensive general liability insurance policy for Mortgagor and a business interruption and/or rental insurance policy covering the Mortgaged Property, all in insurance companies reasonably satisfactory to Mortgagee and licensed to transact business in the State of Florida (but Mortgagee shall not be liable for the insolvency or irresponsibility of any such companies,) which policies shall provide for not less than ten (10) days written notice of cancellation to mortgagee, and to pay promptly all premiums for such insurance. Mortgagee shall be named as an additional insured and/or loss payee on all policies with respect to the Mortgaged Property and all policies and renewals shall include a standard mortgagee insured clause. Upon expiration of any insurance policy during the term of this mortgage, Mortgagor agrees to procure and pay for a renewal policy which complies with the above requirements, and provide proof of the same to Mortgagee, at Mortgagee's request, ten (10) days prior to the expiration date of the original policy. In the event of casualty damage to the Mortgaged Property, including without limitation any flood damage, Mortgagor shall promptly notify Mortgagee of the date, nature and extent of the damage to the Mortgaged Property. At its sole option Mortgagee may elect to receive all insurance proceeds payable on casualty damage to the Mortgaged Property for application to the indebtedness secured hereby, or require Mortgagor to use all such proceeds for restoration and repair of the Mortgaged Property.

7. **Advances to Protect Security.** It is further covenanted the Mortgagee may (but shall not be obligated to do so) advance sums required to be paid by Mortgagor hereunder, in order to protect the lien or security hereof, and Mortgagor agrees without demand to forthwith repay such advances to Mortgagee, which amounts shall bear interest from the date so advanced until paid at the rate of eighteen percent (18%) per annum, and shall be considered as so much additional principal indebtedness secured hereby; but no payment by Mortgagee of any such sums shall be deemed a waiver of Mortgagee's right to accelerate the principal amount due hereunder by reason of the default or violation of Mortgagor in any of the covenants hereunder.

Mortgagor further covenants that granting any extension or extensions of time for payment of any part or all of the total indebtedness or liability secured hereby, or any modification of the terms of the indebtedness secured hereby, or the taking of other or additional security for payment thereof, shall not affect this mortgage or the rights of Mortgagee hereunder, or operate as a release of any party from any liability upon any part of the indebtedness hereby secured under any covenant herein contained.

8. **Default and Remedies.** In the event of default (a) in payment of any portion of the indebtedness secured hereby, if such payment is not made within five (5) days of the date due and Mortgagor fails to cure such non-payment within thirty (30) days of notice from Mortgagee to Mortgagor; or (b) in performance of any covenant or agreement of Mortgagor in any of the Loan Documents for thirty (30) days after notice from Mortgagee to

Mortgagor setting out the covenant to be performed or action to be taken, then Mortgagee at its sole option may consider all unmatured indebtedness or liability secured hereby immediately due and payable without further notice to Mortgagor, and Mortgagee shall have the right forthwith to institute proceedings to enforce the collection of all moneys secured hereby and/or to foreclose the lien hereof. Any payment due Mortgagee pursuant to this mortgage that is not paid within five (5) days of the date due shall also be subject to a late payment fee in the amount of ten percent (10%) of the delinquent and outstanding payment. In the event of default of Mortgagor, Mortgagee shall have the absolute right to appointment of a receiver, without regard to the amount of security afforded Mortgagee under this mortgage, to take possession of, operate, administer and manage the Mortgaged Property and the leases, contracts, licenses, permits and agreement pertaining thereto. On enforcement of this mortgage and/or collection of sums secured hereby on default of Mortgagor, Mortgagee shall have the right to collect from Mortgagor its reasonable attorneys' and paralegals' fees, in the greater of the actual amount of such fees or ten percent (10%) of the amount of indebtedness secured hereby, and all costs incurred in collection, whether such fees and costs are incurred in court-ordered mediation, at trial, on all levels of appeal, in bankruptcy and administrative proceedings, or in any proceedings to determine the reasonableness of such fees. Mortgagor's default or breach under any promissory note or agreement in which Mortgagee holds an interest shall be a breach under this mortgage and shall entitle Mortgagee to the exercise of any and all remedies hereunder.

9. No Waiver. The Mortgagee shall have the right to exercise any option or privilege herein given or reserved and to enforce any duty of the Mortgagor at any time without further or other notice regardless of any prior waiver by Mortgagee on default of Mortgagor or delay by Mortgagee in exercising any right, option, or privilege or enforcing such duty of Mortgagor, and no waiver by Mortgagee of default of Mortgagor, or delay of Mortgagee in exercising any right, privilege or option or in enforcing any duty of Mortgagor, or acceptance by Mortgagee of any late payment shall be deemed, held, or construed to be a waiver of any of the terms or provisions of this mortgage or of any subsequent or continuing default.

10. Prohibition Against Use or Storage of Hazardous Waste. Mortgagor represents that the Mortgaged Property has not been and hereby covenants that the Mortgaged Property will not be used in whole or in part for the use, handling, storage, transportation, or disposal of hazardous or toxic materials, substances, or wastes (which terms, as used in this mortgage, include, without limitation, asbestos, polychlorinated biphenyls, and petroleum products) in violation of all applicable laws, ordinances, rules, orders, directives or regulations now or hereafter existing (collectively, "Environmental Laws"). Mortgagor covenants to comply in all respects with all Environmental Laws affecting the Mortgaged Property. Mortgagor shall indemnify and hold Mortgagee harmless from and against all claims, costs, losses, and liabilities incurred by or imposed on Mortgagee as a result of the past, present, or future use, handling, storage, transportation, or disposal of hazardous or toxic materials, substances, or wastes on the Mortgaged Property or any property adjacent thereto or failure of Mortgagor to comply with the Environmental Laws. The provisions in this section will survive the repayment of the indebtedness secured hereby, the satisfaction of this mortgage, and the transfer of the Mortgaged Property in connection with the foreclosure of this mortgage or a deed in lieu thereof, as to any liability arising under this section caused by the actions of Mortgagor, its agents, representatives or tenants, on the Mortgaged Property.

11. Assignment of Leases, Rents and Profits. Mortgagee hereby pledges and assigns to Mortgagor all rents, issues, profits, proceeds, and revenues derived from the Mortgaged Property, for the benefit of Mortgagee, but with the right in Mortgagor to receive the same, without any obligation to account to Mortgagee therefor, while this mortgage is not in default. Upon default hereof, Mortgagee shall have the absolute right to collect and apply all rents, issues, profits, proceeds and revenues derived from the Mortgaged Property to the obligations of Mortgagor hereunder, and the right to enforce this assignment under Section 697.07, *Florida Statutes*. Mortgagor further pledges and assigns to Mortgagee all leases, licenses, tenant agreements on the Property, and all security deposits and advance rents payable or paid thereunder, with the right in Mortgagee to administer, renew, modify or extend in the ordinary course of Mortgagor's business at the Property, while this mortgage is not in default.

12. Eminent Domain. This mortgage extends to and shall encumber any judgments, awards, damages, and settlements hereafter rendered or paid and resulting from condemnation proceedings with respect to the Mortgaged Property or the taking of the Mortgaged Property or any part thereof under the power of eminent domain, and Mortgagee requires that any sums payable to Mortgagor and arising out of the power of eminent domain with respect to the Mortgaged Property be paid to Mortgagee to be applied to the indebtedness secured hereby.

13. Due on Sale. If all or any part of the Mortgaged Property, or any interests in it or ownership interests in Mortgagor, are sold or transferred to a third party unrelated to or not controlled by Mortgagor, or further encumbered, including without limitation, the granting of any easement or beneficial interest in the Mortgaged Property (with the sole exceptions of (a) the creation of a purchase money security interest for household appliances incorporated into the Mortgaged Property, (b) a transfer by devise, descent or by operation of law upon the death of any owner of the Mortgaged Property holding interests as joint tenant with rights of survivorship, (c) the grant of any leasehold interest of three (3) years or less not containing an option to purchase, or (d) reasonable and customary easements for utilities, cable and other services at the Mortgaged Property), at the option of Mortgagee and without further notice to Mortgagor all sums secured by this mortgage shall become immediately due and payable.

14. Fixture Filing and Right of Mortgagee to File. This mortgage shall constitute a fixture filing under the Florida Uniform Commercial Code, as amended from time to time. Mortgagor agrees that Mortgagee may file

and record, as necessary to perfect the security interests in the Mortgaged Property granted herein, any financing statement, continuation statement or any other document or instrument required to perfect or to maintain perfection of the security interests granted Mortgagee by Mortgagor pursuant to this mortgage.

15. Release or Satisfaction. Whenever there is no outstanding obligation or indebtedness secured hereby and no commitment of Mortgagee to make advances, at the request of Mortgagor Mortgagee shall record a release or satisfaction hereof.

16. Interest Limitation. Mortgagor and Mortgagee intend to comply strictly with applicable law regulating the maximum allowable rate or amount of interest that Mortgagee may charge and collect on the indebtedness secured hereby. Accordingly, and notwithstanding anything to the contrary in this mortgage or the note secured hereby, the aggregate amount of interest and other charges constituting interest under applicable law that are payable, chargeable, or receivable under this mortgage or the note secured hereby shall not exceed the maximum amount of interest now allowed by applicable law or any greater amount of interest allowed because of a future amendment to existing law. Mortgagor will not be liable for any interest in excess of the maximum lawful amount, and any excess interest charged or collected by Mortgagee will constitute an inadvertent mistake and, if charged but not paid, will be cancelled automatically, or, if paid, will be either refunded to Mortgagor, cancelled, or credited against the outstanding principal of the note secured hereby, at the election of Mortgagor.

17. Notices. Any and all notices to be given under this mortgage shall be in writing, delivered to Mortgagor and Mortgagee at the addresses provided above, unless otherwise directed in writing, and shall be hand delivered, or sent via certified mail, postage prepaid and return receipt requested, or sent by overnight delivery service. Delivery of any notice shall be deemed to have occurred on the date of hand delivery or refusal, or five (5) business days after deposit with the United States postal service, or the business day following deposit with an overnight delivery service.

18. WAIVER OF JURY TRIAL. NEITHER MORTGAGOR NOR MORTGAGOR, OR OTHER PERSON LIABLE FOR THE INDEBTEDNESS SECURED HEREBY, NOR ANY ASSIGNEE OR SUCCESSOR OF MORTGAGOR, MORTGAGOR, ANY GUARANTOR OR ANY SUCH OTHER PERSON SHALL SEEK A JURY TRIAL IN ANY LAWSUIT, PROCEEDING, COUNTERCLAIM OR ANY OTHER LITIGATION PROCEDURE BASED UPON OR ARISING OUT OF THE NOTE, THIS MORTGAGE, ANY OTHER OF THE LOAN DOCUMENTS, ANY RELATED INSTRUMENT OR AGREEMENT, ANY COLLATERAL FOR THE PAYMENT THE NOTE OR THE DEALINGS OR THE RELATIONSHIP BETWEEN OR AMONG SUCH PERSONS, OR ANY OF THEM. NEITHER MORTGAGOR NOR MORTGAGOR OR ANY SUCH OTHER PERSON WILL SEEK TO CONSOLIDATE ANY SUCH ACTION, IN WHICH A JURY TRIAL HAS BEEN WAIVED, WITH ANY OTHER ACTION IN WHICH A JURY TRIAL CANNOT BE OR HAS NOT BEEN WAIVED. THE PROVISIONS OF THIS PARAGRAPH HAVE BEEN FULLY UNDERSTOOD BY THE PARTIES HERETO, AND THE PROVISIONS HEREOF SHALL BE SUBJECT TO NO EXCEPTIONS. NO PARTY HAS IN ANY WAY AGREED WITH OR REPRESENTED TO ANY OTHER PARTY THAT THE PROVISIONS OF THIS PARAGRAPH WILL NOT BE FULLY ENFORCED IN ALL INSTANCES.

19. General Provisions. It is covenanted and agreed that the terms "Mortgagor" and "Mortgagee" are used for convenience herein, and such terms and any pronouns used in connection therewith shall be construed to include the plural as well as the singular number, and the masculine, feminine and neuter genders, whenever and wherever the context so admits or requires; and that all covenants and obligations of the respective parties hereto shall extend to and be binding upon their respective heirs, personal representatives, successors and assigns. Mortgagee's rights set out herein are in addition to and cumulative of any other rights and remedies provided by law. Any agreement hereafter made by Mortgagor and Mortgagee arising out of this mortgage shall be effective only if memorialized in writing signed by Mortgagor and Mortgagee. Time is of the essence.

[SIGNATURE(S) APPEAR ON FOLLOWING PAGE OR PAGES.]

IN WITNESS WHEREOF, Mortgagor has executed this mortgage or caused this mortgage to be executed as of the day first written above.

MORTGAGOR:
Investquest Partners Inc

By: JOSE PARRILLA President

STATE OF FLORIDA
COUNTY OF MIAMI-DADE

The foregoing instrument was acknowledged before me this 30 day of MAY, 2017, by JOSE PARRILLA, as PRESIDENT of INVESTQUEST PARTNERS [name of mortgagor], a FL. CORP, on behalf of the CORPORATION. He/she is either personally known to me or produced his/her FL (state) driver's license as identification.



Notary Public State of FL, at Large

MONIKA ALVAREZ
(Printed or typed name)

My Commission Expires:

[NOTARIAL STAMP OR SEAL]
Commission No. _____

Exhibit A

Lots 25, 26 and the Westerly 23 feet of Lots 11 and 12, Block 31, Coral Gables Country Club Section Part Three, according to the Plat thereof, as recorded in Plat Book 10, Page 52, of the Public Records of Miami-Dade County, Florida.

Commonly Known As: 3411 Granada Blvd, Coral Gables, FL 33134

Parcel Identification Number: 03-4118-005-0070