



OFFICE OF THE PROPERTY APPRAISER

Summary Report

Generated On: 07/19/2024

PROPERTY INFORMATION	
Folio	03-4108-003-0290
Property Address	1600 LE JEUNE RD CORAL GABLES, FL 33134-3875
Owner	1600 ENTERPRISES LLC
Mailing Address	1600 S LEJEUNE RD CORAL GABLES, FL 33134
Primary Zone	3803 MULTI-FAMILY 3
Primary Land Use	0303 MULTIFAMILY 10 UNITS PLUS : MULTIFAMILY 3 OR MORE UNITS
Beds / Baths /Half	29 / 17 / 0
Floors	3
Living Units	17
Actual Area	9,924 Sq.Ft
Living Area	9,924 Sq.Ft
Adjusted Area	8,907 Sq.Ft
Lot Size	13,500 Sq.Ft
Year Built	1964

ASSESSMENT INFORMATION			
Year	2024	2023	2022
Land Value	\$2,025,000	\$2,025,000	\$1,485,000
Building Value	\$2,185,000	\$1,800,000	\$806,100
Extra Feature Value	\$0	\$0	\$0
Market Value	\$4,210,000	\$3,825,000	\$2,291,100
Assessed Value	\$2,772,231	\$2,520,210	\$2,291,100

BENEFITS INFORMATION			
Benefit	Type	2024	2023 2022
Non-Homestead Cap	Assessment Reduction	\$1,437,769	\$1,304,790
Note: Not all benefits are applicable to all Taxable Values (i.e. County, School Board, City, Regional).			

SHORT LEGAL DESCRIPTION	
CORAL GROVES PB 15-72	
LOTS 11 TO 14 INC BLK 2	
LOT SIZE 112.500 X 120	
OR 14954-251 1090 1	



TAXABLE VALUE INFORMATION			
Year	2024	2023	2022
COUNTY			
Exemption Value	\$0	\$0	\$0
Taxable Value	\$2,772,231	\$2,520,210	\$2,291,100
SCHOOL BOARD			
Exemption Value	\$0	\$0	\$0
Taxable Value	\$4,210,000	\$3,825,000	\$2,291,100
CITY			
Exemption Value	\$0	\$0	\$0
Taxable Value	\$2,772,231	\$2,520,210	\$2,291,100
REGIONAL			
Exemption Value	\$0	\$0	\$0
Taxable Value	\$2,772,231	\$2,520,210	\$2,291,100

SALES INFORMATION			
Previous Sale	Price	OR Book-Page	Qualification Description
06/02/2017	\$100	30557-3112	Corrective, tax or QCD; min consideration
12/12/2012	\$100	28402-2637	Corrective, tax or QCD; min consideration
09/21/2012	\$100	28286-3588	Corrective, tax or QCD; min consideration
10/01/1990	\$680,000	14954-0251	Sales which are qualified

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

1600 Le Jeune Rd – There is a recorded lease from 1981 for a natural gas tank, but the lessee seems to have gone out of business in 2006. If the City proceeds to demolish the structure, I would confirm this before proceeding.

<u>Owner (Property Appraiser and deed address, and Sunbiz principal address)</u> 1600 Enterprises, LLC 1600 S. Le Jeune Rd Coral Gables, FL 33134-3875	<u>Onwer (Sumbiz mailing address)</u> 1600 Enterprises, LLC 3905 Riviera Dr Coral Gables, FL 33134-7132
<u>Onwer (Registered Agent address)</u> 1600 Enterprises, LLC c/o Gaston R. Alvarez, P.A. Registered Agent 4960 SW 72 Ave, #311 Miami, FL 33155	<u>Mortgagee (mortgage modification address)</u> Bradesco BAC Florida Bank, f/k/a BAC Florida Bank 169 Miracle Mile, R-10 Coral Gables, FL 33134-5412
<u>Mortgagee (FDIC BankFind)</u> Bradesco BAC Florida Bank, f/k/a BAC Florida Bank 3011 Ponce De Leon Boulevard, PH1 Coral Gables, FL 33134-6849	



[Home](#)
[Citizen Services](#)
[Business Services](#)
[Back to Coral Gables.com](#)

Permits and Inspections: Search Results

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

[New Permit Search](#)




Permit Search Results

Permit#:	App. Date	Street Address	Type	Description	Status	Issue Date	Final Date	Fees Due
ME-22-08-8878	08/24/2022	1600 LE JEUNE RD	MECH CHANGE OF CONTRACTOR	CHANGE OF CONTRACTOR FROM ME18011542 INSTALLATION OF 17 MINI SPLITS \$10,000	final	08/24/2022	05/26/2023	0.00
BL-19-09-3293	09/03/2019	1600 LE JEUNE RD	BLD SIMPLE CHANGE OF CONTRACTOR	CHANGE OF CONTRACTOR FROM BL-19-02-3095***RESIDENTIAL *ALUMINUM WINDOWS(36)-BRONZE FRAME/ GRAY GLASS \$27,000	final	09/03/2019	12/06/2019	0.00
RV-19-06-5040	06/11/2019	1600 LE JEUNE RD	REVISION TO PERMIT	*** REVISION *** - CHANGE OF NOA ***	final	06/19/2019	06/19/2019	0.00
BL-19-02-3095	02/01/2019	1600 LE JEUNE RD	DOOR/GARAGE DOOR/SHUTTER/WINDOW	CHANGE OF CONTRACTOR TO BL-19-09-3293 *** RESIDENTIAL *ALUMINUM WINDOWS(36)-WHITE FRAME/ CLEAR GLASS \$27,000	canceled	02/05/2019	09/03/2019	0.00
AB-19-01-3872	01/29/2019	1600 LE JEUNE RD	BOA COMPLETE (LESS THAN \$75,000)	COMMERCIAL *REVISION TO PERMIT (CHANGE IN NOA/ CHANGE OF CONTRACTOR) *ALUMINUM IMPACT ALUMINUM WINDOWS(36)-BRONZE FRAME/ GRAY GLASS \$27000	final	01/29/2019	12/06/2019	0.00
AB-18-04-4143	04/27/2018	1600 LE JEUNE RD	BOA COMPLETE (LESS THAN \$75,000)	CANCELLED RESIDENTIAL *REVISION PER PERF DATE 05/23/2018(BUILDING COMMENTS) *ALUMINUM WINDOWS(36)/ COLOR: WHITE FRAMES AND GREY GLASS \$23600	canceled	04/28/2018	01/25/2019	0.00
UP-18-01-1543	01/03/2018	1600 LE JEUNE RD	UPFRONT FEE - THIS IS NOT A PERMIT	UPFRONT FEE FOR ME-18-01-1542, INSTALLATION OF 17 MINI SPLITS \$10,000	final	01/03/2018	01/03/2018	0.00
ME-18-01-1542	01/03/2018	1600 LE JEUNE RD	MECH COMMERCIAL / RESIDENTIAL WORK	CHANGE OF CONTRACTOR TO ME-22-08-8878 INSTALLATION OF 17 MINI SPLITS \$10,000	canceled	01/22/2018	08/24/2022	0.00
AB-17-11-2180	11/22/2017	1600 LE JEUNE RD	RESIDENTIAL COLOR PALETTE REVIEW	COMMERCIAL* PRESSURE CLEAN & PAINT COLOR:	canceled		01/30/2023	0.00

				WALLS: SW 7529 SAND BEACH SIMILAR TO SW 7036 ACCESIBLE BEIGE/ TRIM: SW 6117 SMOKEY TOPAZ \$5500				
RC-14-06-2281	06/04/2014	1600 LE JEUNE RD	BLDG RECERT / CRB	40 YEAR OR OLDER BUILDING RECERTIFICATION	final	06/05/2014	06/10/2014	0.00
CE-12-09-0679	09/12/2012	1600 LE JEUNE RD	CODE ENF LIEN SEARCH	LIEN SEARCH	final	09/18/2012	09/18/2012	0.00
CE-08-07-0630	07/10/2008	1600 LE JEUNE RD	CODE ENF WARNING PROCESS	WT00489 5-1909 SNC ZONING 1 POLITICAL SIGN ALLOWED, PLEASE REMOVE ADDITIONAL SIGNS	final	07/10/2008	09/12/2012	0.00
CE-08-07-0460	07/08/2008	1600 LE JEUNE RD	CODE ENF WARNING PROCESS	WT00494 5-1909 SNC ZONING CAMPAIGN SIGNS NOT TO CODE, ONE ALLOWED	final	07/08/2008	09/12/2012	0.00

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

Showing 1 - 1 of 1 Records (PERMITS IN A PARCEL)

<input type="checkbox"/>	Parcel Number	Permit Number 	Address	Permit Type 	Permit Description 	Permit Status
<input type="checkbox"/>	0341080030290	RECT-24-07-0379	1600 LE JEUNE RD Coral Gables, FL 33134-387	Building Recertification	BUILDING RECERTIFICATION (YEAR BUILT 1964) CRB CASE # 24-7807	Submitted



The City of Coral Gables

Development Services Department
CITY HALL 405 BILTMORE WAY
CORAL GABLES, FLORIDA 33134

June 10, 2014

TERESA HERRERA
3905 RIVIERA DR
CORAL GABLES, FL 33134

LETTER OF BUILDING RECERTIFICATION IN ACCORDANCE WITH SECTION 8-11(f) OF THE CODE OF MIAMI-DADE COUNTY

PROPERTY FOLIO: # 03-4108-003-0290
ADDRESS 1600 LE JEUNE RD. CORAL GABLES, FL 33134

Dear Property Owner/Manager:

This Office is in receipt of your structural and electrical report stating that the above referenced building has been examined and found to be structurally and electrically safe for its continued occupancy.

Based on acceptance of this report, we herewith grant this LETTER OF RECERTIFICATION for the above subject premises in accordance with Section 8-11(f) of the Code of Miami-Dade County.

The expiration date of this approval, as stated in said Code, is 10 years from 2014. This recertification letter does not exclude the building from subsequent inspections as deemed necessary by the Building Official, as specified in the Florida Building Code.

As a routine matter, and in order to avoid possible misunderstanding, nothing in this letter should be construed directly, or indirectly as a guarantee of the safety of any portion of this structure. However, based on the term stated in Section 8-11(f) of the Code, continued occupancy of the building will be permitted in accordance with the minimum procedural guidelines for the recertification structural/electrical report on file with this office.

Yours truly,

A handwritten signature in black ink, appearing to read "Claudio Ramos, P.E.", is written over the typed name.

Manuel Z. Lopez, P.E.
Building Official



CITY OF CORAL GABLES
Development Services Department

CITY HALL 405 BILTMORE WAY
CORAL GABLES, FL 33134

1/31/2024

VIA CERTIFIED MAIL

7021 2720 0001 4959 1462

1600 ENTERPRISES LLC
1600 S LEJEUNE RD
CORAL GABLES, FL 33134

RE: 1600 LE JEUNE RD
FOLIO # 03-4108-003-0290

Notice of Required Inspection For Recertification of Building
Process Number: **TBD**

Dear Property Owner:

Per the Miami-Dade County Property Appraiser's office the above referenced property address is thirty (30) years old, or older, having been built in 1964. In accordance with the Miami-Dade County Code, Chapter 8, Section 8-11(f), a qualified individual must inspect said building and a **completed** Recertification Report ("Report") must be submitted by you to this Department within **ninety (90) calendar days** from the **date of this letter**. A completed Report includes 1) Cover letters stating the structure meets (or does not meet) the electrical and structural requirements for recertification, 2) Building Structural Report, 3) Building Electrical Report, 4) Parking Lot Illumination Standards Form 5) Parking Lot Guardrails Requirements Form, and 6) (For threshold buildings only) Self-qualification letters from the inspecting engineers with accompanying DBPR proof of specialization. Submittal of the Report does not constitute recertification; it must be **approved** and the Letter of Recertification must be issued by this Department.

Threshold buildings (i.e. buildings greater than 3 stories or greater than 50 ft tall, or with an Assembly Occupancy > 5000 s.f. & Occupant load > 500 people) shall be recertified by Structural and Electrical Professional Engineers only. Self-qualification letters will be required with proof of DBPR structural and electrical specialization.

Any buildings that are not threshold buildings may be recertified by any Florida Registered Architect or Professional Engineer and self-qualification letters will not be required.

If no deficiencies are identified, the structure will only be recertified once the reports and forms have been submitted and approved.

If deficiencies are identified, they shall be reported to the Building Official within 10 days, or within 24 hours if there is an immediate danger identified. A completed report shall be submitted to this Department. In addition, a structural and/or electrical affidavit from the inspector will be required, with additional affidavits every 180 days, as needed so that the building can continue to be occupied while repairs are carried out. The Building Official is able to grant an extension of one hundred fifty (150) calendar days from the due date or the date the deficiencies were identified (whichever is sooner) to allow time to obtain the necessary permits and perform the repairs. The structure will only be recertified once a *revised* report and all required information is submitted and approved, and all required permits are closed.

Proprietary or modified recertification forms from the inspectors will not be accepted. Only current municipal recertification forms will be accepted. The Architect or Engineer shall obtain the required Forms from the following link:

<https://www.miamidade.gov/global/economy/building/recertification.page>.

If this is your first time using the online system, please register at the following link:

<https://coralgablesfl-energovpub.tylerhost.net/Apps/selfservice/CoralGablesFLProd#/register>

You can access your online process using the process number provided above at the following link:

<https://coralgablesfl-energovpub.tylerhost.net/Apps/SelfService#/myWork?tab=MyPermits>

The Recertification Report fee of \$500.00 and additional document and filing fees shall be paid online at the following link:

<https://coralgablesfl-energovpub.tylerhost.net/Apps/SelfService#/payinvoice>

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

Please contact Douglas Ramirez at dramirez@coralgables.com regarding any questions concerning building recertification.
Thank you for your prompt attention to this matter.

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

Manuel Z. Lopez, P.E.
Building Official

Tracking Number:

Remove X

70212720000149591462

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

Latest Update

Your item has been delivered to the original sender at 9:03 am on February 9, 2024 in CORAL GABLES, FL 33114.

Get More Out of USPS Tracking:

USPS Tracking Plus®

Delivered

Delivered, To Original Sender

CORAL GABLES, FL 33114
February 9, 2024, 9:03 am

See All Tracking History

[What Do USPS Tracking Statuses Mean?](https://faq.usps.com/s/article/Where-is-my-package) (<https://faq.usps.com/s/article/Where-is-my-package>)

Feedback

Text & Email Updates



USPS Tracking Plus®



Product Information



See Less ^

Track Another Package



Enter tracking or barcode numbers

Need More Help?

Contact USPS Tracking support for further assistance.

FAQs



CITY OF CORAL GABLES

DEVELOPMENT SERVICES DEPARTMENT
427 BILTMORE WAY
CORAL GABLES, FL 33134

5/10/2024

VIA CERTIFIED MAIL

7022 2410 0002 9144 6424

1600 ENTERPRISES LLC
1600 S LEJEUNE RD
CORAL GABLES, FL. 33134

RE: 1600 LE JEUNE RD
FOLIO # 03-4108-003-0290

Notice of Required Inspection For Recertification of Building – **OVERDUE NOTICE**
Process Number **RECT-xx-xxxx**

Dear Property Owner:

In a certified letter dated 1/31/2024, this Department notified you the property referenced above requires Building Recertification pursuant to Miami-Dade County Code, Chapter 8, Section 8-11(f). The letter informed you it was necessary to submit to this Department a completed Report prepared by a qualified individual within ninety (90) calendar days certifying the structure meets the requirements for recertification.

Please be advised the submittal of the Report is overdue and the **structure has been deemed unsafe** due to non-compliance. This may result in the revocation of the Certificate of Occupancy, as well as being subject to other penalties as provided in the Code. A completed Report includes 1) Cover letters stating the structure meets (or does not meet) the electrical and structural requirements for recertification, 2) Building Structural Report, 3) Building Electrical Report, 4) Parking Lot Illumination Standards Form 5) Parking Lot Guardrails Requirements Form, and 6) (For threshold buildings only) Self-qualification letters from the inspecting engineers with accompanying DBPR proof of specialization. Submittal of the Report does not constitute recertification; it must be **approved** and the Letter of Recertification must be issued by this Department.

See original notice for additional information.

Failure to submit the completed Report within thirty (30) calendar days from the date of this letter will result in forwarding the matter to the City's Construction Regulation Board for further review and determination. A \$600.00 administrative fee will be imposed at that time. The Board may impose additional fines of \$250.00 for each day the violation continues, may enter an order of demolition, and may assess all costs of the proceedings along with the cost of demolition and any other required action.

If this is your first time using the online system, please register at the following link:

<https://coralgablesfl-energovpub.tylerhost.net/Apps/selfservice/CoralGablesFLProd#/register>

You can access your online process using the process number provided above at the following link:

<https://coralgablesfl-energovpub.tylerhost.net/Apps/SelfService#/myWork?tab=MyPermits>

The Recertification Report fee of \$500.00 and additional document and filing fees shall be paid online at the following link:

<https://coralgablesfl-energovpub.tylerhost.net/Apps/SelfService#/payinvoice>

Please govern yourself accordingly.

Sincerely,

A handwritten signature in blue ink, appearing to read "Manuel Z. Lopez", with a stylized flourish at the end.

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

Tracking Number:

Remove X

70222410000291446424

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

Latest Update

Your item has been delivered and is available at a PO Box at 8:41 am on May 31, 2024 in MIAMI, FL 33134.

Get More Out of USPS Tracking:

USPS Tracking Plus®

Delivered

Delivered, PO Box

MIAMI, FL 33134
May 31, 2024, 8:41 am

See All Tracking History

[What Do USPS Tracking Statuses Mean?](https://faq.usps.com/s/article/Where-is-my-package) (<https://faq.usps.com/s/article/Where-is-my-package>)

Feedback

Text & Email Updates



USPS Tracking Plus®



Product Information



See Less ^

Track Another Package



Enter tracking or barcode numbers

Need More Help?

Contact USPS Tracking support for further assistance.

FAQs



CITY OF CORAL GABLES

7019 1640 0001 2647 4675

DEVELOPMENT SERVICES DEPARTMENT

6/17/2024

427 BILTMORE WAY

CORAL GABLES, FL 33134

1600 ENTERPRISES LLC

1600 S LEJEUNE RD

CORAL GABLES, FL 33134

RE: 1600 LE JEUNE RD

FOLIO # 03-4117-005-3760

Notice of Required Inspection For Recertification of Building – FINAL NOTICE

Dear Property Owner:

In a certified letter dated 1/31/2024, this Department notified you the property referenced above requires Building Recertification pursuant to Miami-Dade County Code, Chapter 8, Section 8-11(f). A Second Notice dated 5/10/2024, informed you it was necessary to submit to this Department a completed Report prepared by a qualified individual within thirty (30) calendar days certifying the structure meets the requirements for recertification.

See previous correspondence for additional information.

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

Please govern yourself accordingly.

Sincerely,

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

Manuel Z. Lopez, P.E.
Building Official

Tracking Number:

Remove X

70191640000126474675

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

Latest Update

Your item has been delivered and is available at a PO Box at 10:53 am on July 1, 2024 in MIAMI, FL 33134.

Get More Out of USPS Tracking:

USPS Tracking Plus®

Delivered

Delivered, PO Box

MIAMI, FL 33134
July 1, 2024, 10:53 am

See All Tracking History

[What Do USPS Tracking Statuses Mean?](https://faq.usps.com/s/article/Where-is-my-package) (<https://faq.usps.com/s/article/Where-is-my-package>)

Feedback

Text & Email Updates



USPS Tracking Plus®



Product Information



See Less ^

Track Another Package



Enter tracking or barcode numbers

Need More Help?

Contact USPS Tracking support for further assistance.

FAQs

BEFORE THE CONSTRUCTION REGULATION BOARD
FOR THE CITY OF CORAL GABLES

CITY OF CORAL GABLES,
Petitioner,

Case No. 24-7807
RECT-24-07-0379

vs.

1600 Enterprises, LLC
1600 S. Le Jeune Rd
Coral Gables, FL 33134-3875
Respondent.

Return receipt number:

7019 1640 0001 2642 8678

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

Date: August 1, 2024

Re: 1600 LE JEUNE RD., CORAL GABLES, FL. 33134-3875, LOTS 11 TO 14 INC. BLOCK 2,
CORAL GROVES PB 15-72 and 03-4108-003-0290 ("Property").

The City of Coral Gables ("City") Building Official has inspected the records relating to the Structure in accordance with Article III, Chapter 105 of the City Code, pertaining to unsafe structures, and Section 8-11 of the Miami-Dade County Code, as applicable in the City, pertaining to existing buildings. **The Structure is hereby declared unsafe** by the Building Official and is presumed unsafe pursuant to Section 105-89 (10)(m) of the City Code for failure to timely comply with the maintenance and recertification requirements of the Florida Building Code or Section 8-11 of the Miami-Dade County Code; as follows:

To date, the Owner has not submitted an inspection report conforming to the minimum inspection procedural guidelines as issued by the Miami-Dade County Board of Rules and Appeals, pursuant to Section 8-11(f) of the Miami-Dade County Code ("Report"), stating that the Structure now meets the minimum code requirements ("Required Action").

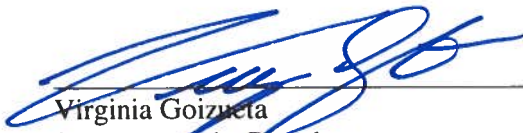
Therefore, this matter is set for hearing before the City's Construction Regulation Board ("Board") in the Fairchild Tropical Board Room, 427 Biltmore Way, 1st floor, Coral Gables, Florida 33134, on August 12, 2024, at 2:00 p.m.

You may appeal the decision of the Building Official to the Board by appearing at the hearing. You have the right to be represented by an attorney and may present and question witnesses and evidence; however, formal rules of evidence shall not apply. Failure to appear at the hearing will result in the matter being heard in your absence. Please be advised that if someone other than an attorney will be attending the hearing on your behalf, he or she must provide a power of attorney from you at the time of the hearing. Requests for continuance must be made in writing to, Virginia Goizueta, at City of Coral Gables, Development Services Department, 427 Biltmore Way, Coral Gables, FL 33134, vgoizueta@coralgables.com, tel: (305) 460-5250. The Development Services Department's hours are Monday through Friday, 7:30 a.m. to 2:30 p.m.

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

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

Please govern yourself accordingly.



Virginia Goizueta
Secretary to the Board

NOTICES

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

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

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

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

cc: 1600 Enterprises, LLC., 3905 Riviera Dr., Coral Gables, FL 33134-7132

7019 1640 0001 2642 8685

1600 Enterprises, LLC., c/o Gaston R. Alvarez, P.A., Registered Agent, 4960 SW 72 Ave, #311, Miami, FL. 33155

7019 1640 0001 2642 8692

Bradesco BAC Florida Bank, f/k/a BAC Florida Bank, 169 Miracle Mile, R-10, Coral Gables, FL 33134-5412

7019 1640 0001 2642 8708

Bradesco BAC Florida Bank, f/k/a BAC Florida Bank, 3011 Ponce De Leon Boulevard, PH1, Coral Gables, FL 33134-6849

7019 1640 0001 2642 8715



Title of Document Posted: Notice of Pending Building Recertification

I, Sebastian Ramos, DO HEREBY SWEAR/AFFIRM THAT
THE AFOREMENTIONED NOTICE WAS PERSONALLY POSTED, BY ME, AT THE
ADDRESS OF 1600 Le Jeune Rd., ON 8/1/24 AT 10:06 am.

Sebastian Ramos
Employee's Printed Name

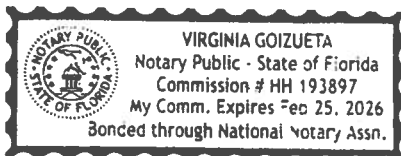

Employee's Signature

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

Sworn to (or affirmed) and subscribed before me this 1st day of August, in the year 2024, by

Sebastián Zamar who is personally known to me.

My Commission Expires:



Notary Public

1600 LE JEUENE RD









CFN 20170311258
OR BK 30557 Pgs 3112-3113 (2Pgs)
RECORDED 06/02/2017 12:11:36
DEED DOC TAX \$0.60
HARVEY RUVIN, CLERK OF COURT
MIAMI-DADE COUNTY, FLORIDA

RETURN TO:

THIS INSTRUMENT WAS PREPARED BY:

NAME: JOSIE PEREZ VELIS, ESQUIRE
ADDRESS: 2655 South Le Jeune Road, Suite 315
Coral Gables, Florida 33134
(7860 290-8555)

Folio I.D. 03-4108-003-0290

QUITCLAIM DEED

THIS INDENTURE, made this 2 day of June, 2017, by and between **TERESA HERRERA**, an unmarried widow, whose post office address is 3905 Riviera Drive Coral Gables Florida 33134, ("**Grantor**"), and **1600 ENTERPRISES LLC**, a Florida Limited Liability Company, whose address is 1600 South Le Jeune Road Coral Gables Florida 33134, ("**Grantee**").

WITNESSETH

that said **GRANTOR**, for and in consideration of the sum of **TEN (\$10.00) Dollars**, and other good and valuable consideration to said **GRANTORS** in hand paid by said **GRANTEES**, the receipt whereof is hereby acknowledged, has granted, bargained and sold to the said **GRANTEES**, and **GRANTEE'S** heirs and assigns forever the following described land, situated, lying and being in **Miami Dade County, Florida (the "Property")** to-wit:

03-4108-003-0290
1600 South Le Jeune Road Coral Gables Florida 33134
Lots 11 12 13 and 14, Block 2, Coral Groves according to the Plat
Thereof, as recorded in Plat Book 15, page 72, of the Public Records
Of Miami Dade County

TO HAVE AND TO HOLD, the same in fee simple forever,

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

SUBJECT TO the restrictions, conditions, easements, covenants, assessments, liens, terms and limitations of record.

WARRANTY DEED

FOLIO I.D.: 03-4108-003-0290

THE BENEFICIAL OWNER OF THE GRANTEE AND THE GRANTOR ARE THE SAME AND THEREFORE, THERE IS NO CONSIDERATION BEING TRANSFERRED FOR THE GRANTING OF THIS DEED. ACCORDINGLY, MINIMUM DOCUMENTARY STAMP TAXES ARE BEING PAID OR DUE IN CONNECTION HEREWITH.

TO HAVE AND TO HOLD, the same to Grantee, and Grantee's heirs, successors and assigns, in fee simple forever. AND Grantor does covenant to and with the Grantee, and Grantee's heirs, successors and assigns that in all things preliminary to and in and about this conveyance, and the laws of the State of Florida have been followed and complied with in all respects.

IN WITNESS WHEREOF, the undersigned has executed this instrument under seal on the date aforesaid.

Signed sealed and delivered
in our presence:

WITNESSES


Print Name: Bonnie Claire


TERESA HERRERA, Grantor

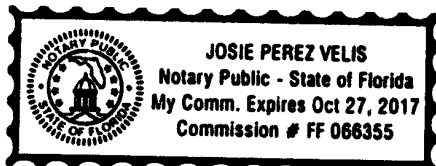

Print Name: Josie Perez Velis

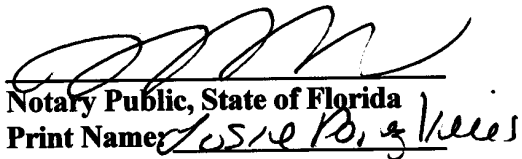
STATE OF Florida

COUNTY OF Miami Dade

The foregoing instrument was acknowledged before me this 2 day of June, 2017, by **TERESA HERRERA**, Grantor, who produced a FDL No. H66080336440 as identification and who did take an oath.

MY COMMISSION EXPIRES:




Notary Public, State of Florida
Print Name: Josie Perez Velis



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

Detail by Entity Name

Florida Limited Liability Company
1600 ENTERPRISES LLC

Filing Information

Document Number	L17000119177
FEI/EIN Number	APPLIED FOR
Date Filed	05/31/2017
State	FL
Status	ACTIVE
Last Event	REINSTATEMENT
Event Date Filed	04/23/2021

Principal Address

1600 LE JEUNE ROAD
MIAMI, FL 33134

Changed: 04/23/2018

Mailing Address

3905 RIVIERA DRIVE
CORAL GABLES, FL 33134

Registered Agent Name & Address

Gaston R. Alvarez, P. A.
4960 S. W. 72 Avenue
311
Miami, FL 33155

Name Changed: 04/23/2021

Address Changed: 04/23/2024

Authorized Person(s) Detail

Name & Address

Title Manager

HERRERA, TERESA
3905 RIVIERA DRIVE
CORAL GABLES, FL 33134

Title Manager

Herrera, Richard
P. O. Box 141294
Coral Gables, FL 33134

Title Manager

Herrera, Alex
P. O. Box 141294
Coral Gables, FL 33134

Annual Reports

Report Year	Filed Date
2022	04/28/2022
2023	02/25/2023
2024	04/23/2024

Document Images

04/23/2024 -- ANNUAL REPORT	View image in PDF format
02/25/2023 -- ANNUAL REPORT	View image in PDF format
04/28/2022 -- ANNUAL REPORT	View image in PDF format
04/23/2021 -- REINSTATEMENT	View image in PDF format
01/11/2019 -- ANNUAL REPORT	View image in PDF format
04/23/2018 -- ANNUAL REPORT	View image in PDF format
05/31/2017 -- Florida Limited Liability	View image in PDF format



CFN 2012R0682067
DR Bk 28286 Pgs 3590 - 3607; (18pgs)
RECORDED 09/26/2012 10:48:05
MTG DOC TAX 2,450.00
INTANG TAX 1,400.00
HARVEY RUVIN, CLERK OF COURT
MIAMI-DADE COUNTY, FLORIDA

MORTGAGE AND SECURITY AGREEMENT

Dated as of September 21, 2012

Mortgagee: BAC FLORIDA BANK, a Florida-chartered bank

Mortgagee's Address: 169 Miracle Mile, R-10, Coral Gables, Florida 33134

Mortgagor: T.H. BUSINESS, INC., a Florida corporation

Mortgagor's Address: 2310 Country Club Prado, Coral Gables, FL 33134

Promissory Document: Promissory note, dated on or about September 21, 2012, made by Mortgagor to the order of Mortgagee, in the principal amount of \$700,000.00

Prepared by:
Thomas G. Sherman, Esq., P.A.
90 Almeria Avenue
Coral Gables, Florida 33134

Record & Return To:
Union Title Services, Inc.
90 Almeria Avenue
Coral Gables, Florida 33134

GRANT OF MORTGAGE

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Mortgagor hereby mortgages to Mortgagee (and, in the case of personal property, assigns to Mortgagee and grants to Mortgagee a security interest in) the property described in clauses A through G below, in each case whether presently or hereafter existing and whether now owned or hereafter acquired by Mortgagor (all such property being collectively the "Mortgaged Property"):

- A. The land (or, if applicable, condominium parcel(s)) described in Exhibit "A" hereto (the "Land");
- B. All buildings, structures, facilities, utility lines and other improvements located on, in, under or above any of the Land (the "Improvements");
- C. All easements, plants, landscaping, water rights, mineral rights, water taps, sewer taps, rents, tenements, appurtenances, and hereditaments located on, in, under or above, or belonging or appertaining to, any of the Land or the Improvements;
- D. All awards and payments, including interest thereon, and the right to receive them, which may be made with respect to any part of the Mortgaged Property as a result of the exercise of the right of eminent domain, the alteration of the grade of any street, or any other injury to or decrease in the value of the Land, the Improvements or any other part of the Mortgaged Property;
- E. All fixtures, equipment and other tangible personal property now or hereafter located on or used in connection with any of the Land or the Improvements;
- F. All rents, leases, accounts receivable, contract rights, general intangibles, instruments, chattel paper, actions and rights of action, bank accounts and other intangible personal property arising from or related to any of the Land or the Improvements, the construction thereof or any business or activity conducted thereon, including, but not limited to, (i) all architectural contracts, construction contracts, plans and specifications, and construction and other warranties, (ii) all service contracts, purchase contracts, management contracts, equipment leases and other contracts (including all deposits, prepaid expenses thereon, insurance policies and unearned premiums thereon), (iii) all licenses, building and other permits, books, records, customer lists, computer programs, software and printouts, trade names, and trademarks, and (iv) all abstracts and other title evidence; and
- G. All proceeds, products, replacements, additions, substitutions, renewals and accessions of or to any of the foregoing Mortgaged Property.

OBLIGATIONS SECURED

This Mortgage and Security Agreement ("this Mortgage") secures the following obligations and liabilities (collectively, the "Secured Obligations"): payment of all amounts now or hereafter owing under or evidenced by the Promissory Document and/or any related loan or credit agreement (said Promissory Document and any such agreement being collectively the "Loan Documents"), payment of all future advances made pursuant to Section 3, reimbursement of any and all advances made by Mortgagee to protect or preserve the Mortgaged Property or the lien hereof thereon, or for taxes, assessments, insurance premiums or other costs as hereinafter provided, and performance of each agreement contained herein or in any of the Loan Documents. If the following box is checked, the Promissory Document is a revolving note and, subject to Mortgagee's discretion or the Loan Documents, Mortgagor may repay and reborrow under it (with the result that the amount secured hereby may from time to time decrease and thereafter increase) ☐ (provided that no failure to check the foregoing box shall cause any advance under the Promissory Document not to be secured by this Mortgage).

FURTHER AGREEMENTS AND WARRANTIES

Mortgagor hereby agrees with and warrants to Mortgagee as follows:

- 1. Title Warranties. Mortgagor is indefeasibly seized in fee simple of the Mortgaged Property and has full power and lawful right to mortgage it. The Mortgaged Property is free from and unencumbered by any charges, judgments, taxes, tax titles or certificates, liens, assessments, and encumbrances of any kind except any listed in Schedule B-II or B-2 of the title commitment issued in connection with this Mortgage (as heretofore or

hereafter endorsed or marked-up). Mortgagor fully warrants its title to the Mortgaged Property and shall defend that title, at Mortgagor's expense, against the claims of all persons except those claims, if any, that are listed as exceptions in Schedule B-II or B-2 of the title commitment issued in connection with this Mortgage (as heretofore or hereafter endorsed or marked-up). Mortgagor shall use its best efforts to ensure that any contracts and other items described in clause F(ii) or F(iii) under "GRANT OF MORTGAGE" above shall not prohibit their collateral assignment to Mortgagee.

2. Payment of Secured Obligations. Mortgagor shall pay the Secured Obligations promptly as they become due.
3. Future Advances. This Mortgage shall secure any and all advances (however evidenced and whether or not obligatory and including those made on a revolving basis) made by Mortgagee to Mortgagor (or Borrower, if applicable) within 20 years after the date hereof, provided that the total amount at any one time secured hereby shall not exceed a maximum principal amount of \$_____ (*double the original principal amount of the Promissory Document if the preceding space is left blank*) plus interest thereon and advances made hereunder for the payment of taxes, liens and insurance with respect to any part of the Mortgaged Property. This Section shall not, however, obligate Mortgagee to make any such advances.
4. Taxes and Assessments. Mortgagor shall pay or cause to be paid promptly as they become due and payable all taxes, assessments and other charges, whether public or private, that may be levied or assessed against the Mortgaged Property (or any part thereof) and shall, upon the request of Mortgagee, deliver to Mortgagee receipts evidencing the payment of all such taxes, assessments and other charges. If requested by Mortgagee, Mortgagor shall cause to be furnished to Mortgagee, at Mortgagor's expense, a tax reporting service covering the Mortgaged Property of a type and duration and with a company satisfactory to Mortgagee.
5. Insurance.
 - (a) Mortgagor shall procure and maintain at all times during the term of this Mortgage insurance policies in form and substance acceptable to Mortgagee, providing insurance with respect to the Mortgaged Property of the following types and in the following amounts:
 - (i) an "all risks" insurance policy (including fire and extended coverage) in the amount of the full replacement cost of the Mortgaged Property and with coverage satisfactory to Mortgagee to avoid the effects of co-insurance, and, during any period while Improvements are being constructed, repaired or renovated, a so-called "Builder's All-Risk Completed Value" insurance policy in non-reporting form covering the Improvements being constructed, repaired or renovated, in amounts acceptable to Mortgagee;
 - (ii) policies of public liability and/or workmen's compensation insurance in amounts and with coverages acceptable to Mortgagee;
 - (iii) if requested by Mortgagee, a business interruption insurance policy in an annual amount satisfactory to Mortgagee (or, if less, the maximum amount available);
 - (iv) if the Land is in a special flood hazard area (as defined by the Director of the Federal Emergency Management Agency) a flood insurance policy in the maximum amount available; and
 - (v) such other insurance policies not unusual for property comparable to the Land and the Improvements as Mortgagee may require by notice to Mortgagor.

All such policies shall be issued by insurance companies acceptable to Mortgagee and shall contain a standard mortgagee clause in favor of and satisfactory to Mortgagee which shall, among other things, require the insurer to notify Mortgagee at least 30 days in advance of any cancellation or amendment of the policy (including any reduction in the scope or limits of coverage). Mortgagor shall deposit originals of, or certificates for



and copies of, all such policies with Mortgagee, and, not later than 20 days before the expiration date of any such policy, Mortgagor shall deliver to Mortgagee a renewal policy or a certificate therefor and copy thereof. Mortgagee shall not be responsible for the solvency of any company issuing any policy of insurance pursuant hereto whether or not approved by it. Nothing contained herein shall be construed as making Mortgagee liable in any way for any loss, damage or injury resulting from any failure to insure the Mortgaged Property.

- (b) After the occurrence of any casualty to the Mortgaged Property or any part thereof, Mortgagor shall give prompt written notice thereof to Mortgagee and each insurer, shall submit a claim to each insurer for payment of insurance proceeds and shall send a copy of such claim to Mortgagee. Mortgagee is hereby authorized and empowered, at its option, to adjust or compromise any loss under any insurance policies maintained pursuant to Paragraph 5(a), and to collect and receive the proceeds from any such policy or policies. Each insurance company issuing any such policy is hereby authorized and directed to make payment for all such losses directly to Mortgagee, instead of to Mortgagor and Mortgagee jointly. If any insurance company fails to disburse directly and solely to Mortgagee but disburses instead either solely to Mortgagor or to Mortgagor and Mortgagee jointly, Mortgagor shall immediately endorse and transfer such proceeds to Mortgagee. Upon the failure of Mortgagor to endorse and transfer such proceeds as aforesaid, Mortgagee may execute such endorsements or transfers for and in the name of Mortgagor and Mortgagor hereby irrevocably appoints Mortgagee as Mortgagor's agent to do so (this appointment is coupled with an interest and is not revocable). After deducting from such insurance proceeds all of its reasonable expenses incurred in the collection and administration thereof, including attorneys' fees, Mortgagee may apply the net proceeds or any part thereof, at its option, (i) to the payment of the Secured Obligations, whether or not due and in whatever order Mortgagee elects, (ii) to the repair, restoration and/or replacement of the Mortgaged Property or (iii) for any other purposes for which Mortgagee is entitled to advance funds under this Mortgage, all without affecting the lien of this Mortgage. Mortgagee shall not be responsible for any failure to collect any insurance proceeds due under the terms of any policy regardless of the cause of such failure. Nothing contained in this Mortgage shall be deemed to excuse Mortgagor from repairing or maintaining the Mortgaged Property as provided herein.
6. Taxes and Insurance Escrow. Mortgagor shall deposit with Mortgagee monthly installments in amounts sufficient to discharge Mortgagor's obligations under Sections 4 and 5 30 days before they become due, and, in the case of real estate taxes, 30 days before the last date on which Mortgagor can obtain the maximum discount available and when this Mortgage is signed shall deposit with Mortgagee whatever amount Mortgagee requires (based on its customary practices) to take account of the fact that real estate taxes and insurance premiums will or may be initially payable in fewer than 12 months after the date hereof and to create a suitable "cushion". The determination of the amount of the installments to be deposited with Mortgagee, so that the aggregate of such deposits shall be sufficient for this purpose, shall be made by Mortgagee in its sole discretion. Such amounts shall be held by Mortgagee in a non-interest bearing account (unless and except to the extent payment of interest thereon is required by applicable law) and applied to the payment of the obligations in respect of which such amounts were deposited or, at the option of Mortgagee, to the payment of those obligations in such order or priority as Mortgagee determines, on or before the respective dates on which they or any of them would become delinquent. If 30 days before the date on which any such charges become due (or, in the case of real estate taxes, the last day on which the maximum discount is available), the amounts then on deposit with Mortgagee are insufficient for the payment of such obligations in full, Mortgagor shall, within 10 days after demand, deposit the amount of the deficiency with Mortgagee or, if Mortgagee consents in writing, shall make over a period designated by Mortgagee (but not to exceed 12 months) additional equal monthly deposits with Mortgagee totalling the deficiency. Nothing contained herein shall affect any right or remedy of Mortgagee under any provisions of this Mortgage or of any statute or rule of law to pay any such amount and to add the amount so paid together with interest as provided hereinafter to the Secured Obligations. Mortgagor shall cause all bills and statements relating to Mortgagee's obligations under Sections 4 and 5 to be sent or mailed directly to Mortgagee. Nothing herein shall cause Mortgagee to be deemed a trustee of funds deposited with it under this Section 6 or to be obligated to pay any amounts in excess of the amount of funds so deposited. If the following box is checked, Mortgagor shall be



obligated to deposit monthly installments as provided in this Section 6 only after notice from Mortgagee [].

7. Removal of Liens. Mortgagor shall not permit any mechanic's, materialman's, statutory or other lien (other than a lien for real estate taxes or special assessments that are not yet due and payable) to encumber or affect any part of the Mortgaged Property.
8. Repair and Restoration. Mortgagor shall keep the Mortgaged Property in good condition and repair and shall not commit or permit any waste or deterioration thereof. Mortgagor shall promptly repair, restore, replace or rebuild (as appropriate) any part of the Mortgaged Property which is damaged or destroyed.
9. Hazardous Substances.
 - (a) Mortgagor shall comply with any and all laws, regulations and orders with respect to the presence, storage, discharge and removal of Hazardous Substances (as defined hereinbelow), shall immediately remove, at Mortgagor's expense, any Hazardous Substances in, on or near the Mortgaged Property and shall keep the Mortgaged Property free of any lien imposed pursuant to such laws, regulations or orders. If Mortgagor fails to do so promptly (in Mortgagee's judgment) after notice to Mortgagor, Mortgagee may cause the Hazardous Substances in question to be removed from the Mortgaged Property (without waiving its right to consider Mortgagor in default hereunder based on Mortgagor's failure to do so). The cost of any such removal shall be part of the Secured Obligations and shall become immediately due and payable upon demand with interest thereon at the Default Rate. Mortgagor shall give to Mortgagee and its agents, contractors and employees access to the Mortgaged Property and hereby specifically grants to Mortgagee and such other persons a license to remove any Hazardous Substances. Mortgagor shall defend, indemnify and hold Mortgagee harmless from and against whatever losses, costs, damages (including consequential damages) and expenses (including attorneys' fees and costs) Mortgagee may sustain by reason of any assertion against Mortgagee by any one of any claim in connection with Hazardous Substances on, in or near the Mortgaged Property. Nothing in this Section 9 shall be construed to impose any obligation on Mortgagee. As used herein, the term "Hazardous Substance" means any substance that is at any time defined or listed in, or otherwise classified pursuant to, any applicable laws or regulations (whether existing on the date hereof or enacted thereafter and including without limitation the Comprehensive Environmental Response, Compensation and Liability Act of 1980, 42 U.S.C. Section 9601, et seq., as now or hereafter amended, the Clean Water Act, 33 U.S.C. Section 1251, et seq., as now or hereafter amended, and the Clean Air Act, 42 U.S.C. Section 7901, et seq., as now or hereafter amended), as a "hazardous substance," "hazardous material," "hazardous waste," "infectious waste," "toxic substance," "toxic pollutant," or any other formulation intended to define, list or classify substances by reason of deleterious properties such as ignitability, corrosivity, reactivity, carcinogenicity, toxicity, reproductive toxicity or "EP toxicity", including asbestos, polychlorinated biphenyls and petroleum products, by-products and wastes and by-products associated with the extraction, refining or use of petroleum or petroleum products, whether or not so listed or classified in such laws or regulations.
 - (b) Within 30 days after Mortgagee requests it to (based on Mortgagee's belief that any part of the Mortgaged Property may contain Hazardous Substances), Mortgagor shall, at its expense, have performed on the Mortgaged Property by an environmental engineering firm acceptable to Mortgagee whatever testing Mortgagee requests and shall promptly furnish to Mortgagee the resultant report (addressed to Mortgagee) of such firm.
 - (c) Immediately after receiving it, Mortgagor shall deliver to Mortgagee a copy of each and any notice or other communication it receives from any governmental authority or agency regarding Hazardous Substances affecting the Mortgaged Property (or any part thereof).
10. Alterations. No Improvements or other property now or hereafter included within the Mortgaged Property shall be removed, demolished or materially altered, without the



prior written consent of Mortgagee, except that Mortgagor shall have the right, without such consent, to remove and dispose of, free from the lien of this Mortgage, such equipment as from time to time becomes worn out, obsolete or no longer needed, and provided that Mortgagor shall have the right to improve the Mortgaged Property in compliance with the condominium declaration and rules and regulations governing same, provided that in the case of removal of equipment either (a), simultaneously with or prior to such removal, such equipment shall be replaced with other equipment of a value at least equal to that of the replaced equipment and free from any title retention, security agreement or other encumbrance, and by such removal and replacement Mortgagor shall be deemed to have subjected such equipment to the lien of this Mortgage, or (b) any net cash proceeds received from such disposition shall be paid over promptly to Mortgagee to be applied to the Secured Obligations without any charge for prepayment.

11. Performance by Mortgagee. If Mortgagor fails to repair or insure the Mortgaged Property as required hereby, to obtain and deliver the insurance policies (or certificates together with copies thereof) with premiums paid as required hereby, to pay as they become due any taxes, assessments or charges assessed or imposed with respect to the Mortgaged Property (or any part thereof), to satisfy any liens or claims which may accrue on or with respect to the Mortgaged Property (or any part thereof) or to perform any other obligations of Mortgagor under this Mortgage and such failure continues for 15 (or, in the case of any failure involving insurance, 5) days after notification thereof by Mortgagee to Mortgagor, Mortgagee may, at its election (but without any obligation), repair the Mortgaged Property, insure the Mortgaged Property, pay the aforesaid taxes, charges, liens and claims (or any part thereof) and perform any of such other obligations without in any such case waiving its right of foreclosure or any other right hereunder and without in any such case the necessity of further notice to or demand on Mortgagor. Mortgagor shall reimburse Mortgagee, immediately upon demand, the amount of all costs incurred by Mortgagee in performing any of these obligations together with interest on that amount at the Default Rate, and its liability to do so shall be a part of the Secured Obligations. Mortgagee, in making any payments, is hereby authorized: (a) to pay any taxes, assessments and insurance premiums according to any bill, statement or estimate procured from the appropriate public office or vendor without inquiry into the accuracy of such bill, statement or estimate or the validity of any tax, assessment, insurance premiums, sale, forfeiture, tax lien or title or claim thereof; and (b) to purchase, discharge or settle any other lien on any part of the Mortgaged Property, without inquiry as to the validity or amount of the lien or the claim on which it is based.
12. No Sale or Further Encumbrance. Neither the Mortgaged Property nor any part thereof or interest therein may be voluntarily or involuntarily transferred, assigned, conveyed, leased (except as expressly permitted by an Assignment of Rents and Leases made by Mortgagor in Mortgagee's favor) or further mortgaged (except to Mortgagee) without the prior written consent of Mortgagee (which may be granted or withheld in Mortgagee's sole and absolute discretion). Any sale or transfer of an interest in Mortgagor shall be considered a transfer of the Mortgaged Property for purposes of this Section 12. If Mortgagee does consent to a further mortgage on the Mortgaged Property, Mortgagor shall keep that mortgage in good standing and free from default.
13. Events of Default. Any of the following circumstances shall constitute an Event of Default:
 - (a) Any payment of principal or interest included in the Secured Obligations is not paid when it becomes due or within five days thereafter;
 - (b) Any Event of Default (as defined in any Loan Document) or other event entitling Mortgagee to accelerate the Promissory Document occurs;
 - (c) Any breach of an agreement in this Mortgage or any Loan Document (other than a breach described in clause (a) above) occurs and is not cured to Mortgagee's satisfaction within 20 days after notice of the breach by Mortgagee to Mortgagor;
 - (d) Any warranty or representation by Mortgagor (or any guarantor of any of the Secured Obligations) to Mortgagee (herein or elsewhere) is breached or proves untrue;

- (e) Any bankruptcy petition is filed by or against Mortgagor (or any guarantor of any of the Secured Obligations) and, in the case of one filed against Mortgagor (or any guarantor of any of the Secured Obligations), is not dismissed within 30 days after its filing;
- (f) Any breach of Section 12 occurs.
14. Acceleration, Foreclosure and Other Remedies. Upon and at any time after an Event of Default occurs, the entire Secured Obligations shall, at Mortgagee's option, become immediately due and payable in full without notice or demand (which Mortgagor hereby waives) and Mortgagee shall be entitled to foreclose this Mortgage (in whole or part) and otherwise to exercise all remedies available to it hereunder or under applicable law.
15. Application of Foreclosure Proceeds. If this Mortgage is foreclosed by a suit and the Mortgaged Property (or any part thereof) is sold to satisfy a decree of foreclosure, the proceeds of such sale shall be applied as follows: first, to the expenses and costs incurred, including reasonable attorneys' fees; second, to the payment of whatever amounts Mortgagee may have paid or become liable to pay in carrying out the terms and conditions of this Mortgage, together with interest thereon at the Default Rate; and third, to the payment and satisfaction of the Secured Obligations (allocated among them as Mortgagee determines).
16. Actions to Preserve Security. Upon and at any time after an Event of Default occurs, Mortgagee, in its sole discretion, without any obligation so to do, without notice to or demand upon Mortgagor and without releasing Mortgagor from any obligation, may take any action in respect of the Mortgaged Property in such manner and to such extent as Mortgagee considers necessary to protect the security hereof. In connection therewith (and without limiting its general powers), Mortgagee shall have the right, but not the obligation, in each case to the maximum extent permitted by applicable law: (a) to enter upon and take possession of the Mortgaged Property, (b) to direct Mortgagor to terminate any management agent employed by Mortgagor and to employ such management agent as Mortgagee may determine in its sole discretion, (c) to make additions, alterations, repairs and improvements to the Mortgaged Property which Mortgagee may reasonably consider to be necessary or proper to keep the Mortgaged Property in good condition and repair, (d) to appear and participate in any action or proceeding affecting or which may affect the security hereof or the rights or powers of Mortgagee, (e) to pay, purchase, contest or compromise any encumbrance, claim, charge, lien or debt which in the judgment of Mortgagee may affect or appear to affect the security of this Mortgage or be prior or superior hereto, and (f) in exercising such powers, to pay necessary expenses, including employment of counsel or other necessary or desirable consultants.
17. Appointment of Receiver. Mortgagee, in connection with any action to foreclose this Mortgage or sell any part of the Mortgaged Property, or upon the actual or threatened waste to any part of the Mortgaged Property, shall be entitled to apply for the appointment of a receiver of the Mortgaged Property and the rents and profits thereof without notice to Mortgagor, and shall be entitled to the appointment of such receiver as a matter of right, without consideration of the value of the Mortgaged Property (or other collateral) as security for the amounts due Mortgagee or of the solvency of any person or other entity liable for payment of such amounts. Any such receiver or receivers shall have all the usual powers and duties of receivers in like or similar cases and all the powers and duties of Mortgagee in case of entry as provided in Section 16 and shall continue as such and exercise all such powers until the date of confirmation of sale of the Mortgaged Property unless the receivership is terminated sooner with Mortgagee's consent.
18. Costs of Enforcement. Mortgagor shall pay (or, if already paid by Mortgagee, reimburse Mortgagee for) any and all costs, expenses (including without limitation title insurance and title search expenses, inspection reports and consultants' fees) and attorneys' fees reasonably incurred or paid by Mortgagee in connection herewith after an Event of Default (or event or circumstance which with notice, the passage of time or both would constitute an Event of Default) occurs, whether suit be brought or not, and any such costs and expenses shall be secured by the lien of this Mortgage.

19. Inspections. Mortgagee and any persons authorized by Mortgagee shall be entitled to enter and inspect the Mortgaged Property at all reasonable times, and Mortgagor shall cooperate fully with any such inspection.
20. Rights Cumulative. No enumeration of special rights or powers by any provisions of this Mortgage shall be construed to limit any grants of general rights or powers, or to take away or limit any rights granted to or vested in Mortgagee by virtue of the laws of the State of Florida; and no right, power or remedy created or conferred by this Mortgage shall be exclusive of any other right, power or remedy created or conferred hereby or by the Loan Documents.
21. Mortgage Taxes. Mortgagor shall on demand pay (or, if already paid by Mortgagee, reimburse Mortgagee for) any and all documentary stamp, intangible and other taxes levied on, in connection with or as a result of this Mortgage, the Promissory Document and/or any Secured Obligations (including any future advances included therein) and shall indemnify Mortgagee from and against any liability resulting from any breach of the foregoing agreement, including interest and penalties. Mortgagee is hereby authorized to deduct any such tax from any advance made under a Loan Document or from any account of Mortgagor with Mortgagee.
22. Modification and Performance of Covenants and Restrictions. Mortgagor shall not join in, terminate, initiate, consent to or permit any discharge, amendment, or modification of, any public or private restrictions or covenants or any zoning ordinances affecting the Mortgaged Property, without first having obtained the written consent of Mortgagee to such action. Mortgagor shall perform all its obligations under any declaration of covenants and restrictions or similar instrument now or hereafter affecting the Mortgaged Property.
23. Subrogation.
- (a) The right of any person or entity to be subrogated to the liens hereof by virtue of the payment or satisfaction of any portion of the Secured Obligations shall be subordinated and remain inferior to the rights of Mortgagee hereunder until all of the Secured Obligations shall have been paid in full and Mortgagee shall have released its rights hereunder, and any such person or entity shall be regarded as a junior lienholder at any foreclosure proceeding, shall not be entitled to notice thereof and, until Mortgagee is fully paid, shall not be entitled to participate in any proceeds therefrom.
- (b) To the extent funds are at any time advanced by Mortgagee hereunder or under the Loan Documents for the purpose of paying any indebtedness now or hereafter secured by any liens or security interests other than the liens and security interests created by this Mortgage, Mortgagee shall be subrogated to any and all rights, liens, security interests and equities owned or claimed by the holder of such other liens and security interests. Such other liens and security interests, if any, are not waived, but rather are hereby renewed, extended and continued in full force and effect in favor of Mortgagee and are merged with the liens and security interests created herein as cumulative security for the repayment of the Secured Obligations. Except with respect to the priority of any lien to which Mortgagee is subrogated pursuant to this provision, the terms and provisions of this Mortgage shall govern the rights and remedies of Mortgagee and shall supersede the rights and remedies provided under any instrument creating liens to which Mortgagee is subrogated.
24. Condemnation. If any part of the Mortgaged Property is condemned and taken for public use under the power of eminent domain, Mortgagee shall have the right to have any award or payment made or to be made on account of the taking of or damage to the Mortgaged Property paid to Mortgagee up to the amount then secured by (or potentially secured by) this Mortgage, and Mortgagor hereby assigns and transfers to Mortgagee any such award or payment. Mortgagor shall reimburse Mortgagee, upon demand, for any attorneys' fees and other expenses incurred by Mortgagee in connection with any condemnation proceedings affecting the Mortgaged Property.
25. Estoppel Letters. Within 10 days after Mortgagee's written request, Mortgagor shall certify, by a duly acknowledged writing, to Mortgagee or to any proposed assignee of this Mortgage, the amount of principal and interest then owing with respect to the

Secured Obligations and whether any offsets or defenses exist against the Secured Obligations; and, if Mortgagor fails to so respond within 10 days, the information contained in Mortgagee's request shall be binding on Mortgagor.

26. No Waiver. Any failure by Mortgagee to insist upon the strict performance by Mortgagor of any of the terms and provisions hereof shall not be considered to be a waiver of any of the terms and provisions hereof, and Mortgagee, notwithstanding any such failure, shall have the right thereafter to insist upon the strict performance by Mortgagor of any and all of the terms and provisions of this Mortgage to be performed by Mortgagor. Neither Mortgagor nor any other person now or hereafter obligated for the payment of the whole or any part of the Secured Obligations shall be relieved of any obligation by reason of the failure of Mortgagee to comply with any request of Mortgagor or of any other person so obligated to take action to foreclose this Mortgage or otherwise enforce any of the provisions of this Mortgage or of any Secured Obligations, or by reason of the release, regardless of consideration, of the whole or any part of other security for the Secured Obligations, or by reason of any agreement or stipulation between any subsequent owner or owners of the Mortgaged Property and the Mortgagee extending the time of payment for amounts due under the Promissory Document or this Mortgage or modifying the terms thereof without first having obtained the consent of Mortgagor or such other person, and, in the latter event, Mortgagor and all such other persons shall continue to be liable to make such payments according to the terms of any such agreement of extension or modification unless and until expressly released and discharged in writing by Mortgagee. Regardless of consideration, and without the necessity for any notice to or consent by Mortgagor or the holder of any subordinate lien on the Mortgaged Property, Mortgagee may release the obligation of anyone at any time liable for any of the Secured Obligations or any part of the security held therefor and may extend the time of payment or otherwise modify the terms of the Loan Documents and/or this Mortgage without, as to the security or the remainder thereof, in any way impairing or affecting the lien of this Mortgage or the priority of such lien, as security for the payment of the indebtedness as it may be so extended or modified, over any subordinate lien.
27. Resort to Other Collateral; Waiver of Certain Defenses. Mortgagee may resort for the payment of the Secured Obligations to any other security therefor in such order and manner as Mortgagee may elect in its sole discretion. Mortgagor agrees, to the extent that it may lawfully so agree, that if an Event of Default occurs, neither Mortgagor nor anyone claiming through or under Mortgagor shall or will set up, seek or claim to take advantage of any appraisal, valuation, stay, extension, homestead, redemption, moratorium or marshalling laws now or hereafter enforced in the jurisdiction where the Mortgaged Property may be situated in order to prevent or hinder the enforcement or foreclosure of this Mortgage, or the absolute sale of the Mortgaged Property, or the final or absolute putting into possession thereof, immediately after such sale, of the purchaser thereof; and Mortgagor for itself and its successors and assigns hereby waives, to the full extent that it may lawfully do so, the benefit of all such laws and any and all right to have the estates comprising the security intended to be created hereby marshalled upon any foreclosure of the lien hereof.
28. Superiority Over Intervening Liens. Any agreement hereafter made between Mortgagor and Mortgagee relating to this Mortgage, the Mortgaged Property or any Secured Obligations shall be superior to the rights of any holder of an intervening lien or encumbrance recorded after the date this Mortgage is recorded.
29. Personal Property and Fixtures. This Mortgage constitutes and shall be construed as a security agreement and financing statement under Florida's Uniform Commercial Code for the purpose of evidencing and creating a lien on and security interest in fixtures and personal property included in the Mortgaged Property and shall be recorded in the real estate records of the county in which the Mortgaged Property is located. Either the original or a photocopy of this Mortgage shall suffice as a financing statement for the purposes of Florida's Uniform Commercial Code. Notification of any sale or other disposition of such fixtures and personal property after an Event of Default shall be considered reasonable if given 10 or more days before the disposition in the manner set forth hereinafter. Mortgagor shall notify Mortgagee at least 30 days before it makes any change in its name, identity or location (as defined in Florida's Uniform Commercial Code) and shall execute and deliver to Mortgagee, before making any such change, all additional financing statements and amendments that Mortgagee may require to



establish or maintain the validity and priority of Mortgagee's security interest with respect to the Mortgaged Property.

30. Rents Assignment.

- (a) Mortgagor hereby assigns and transfers to Mortgagee the rents, income and profits (the "Rents") arising from any and all present and future leases, subleases, licenses or occupancy agreements of or with respect to any part of the Mortgaged Property (the "Leases," each a "Lease") as further security for repayment of the Secured Obligations and hereby irrevocably grants to Mortgagee the right to enter the Mortgaged Property for the purpose of collecting all or any of the Rents, to apply all or any of the Rents (after deduction of collection costs) to the Secured Obligations and to generally perform any other act with respect to the Leases and the Mortgaged Property to the same extent as Mortgagor could or might do; provided that, unless and until an Event of Default occurs, Mortgagor shall have the right, under a license granted hereby, to collect the Rents upon, but not prior to, their accrual. Mortgagor hereby irrevocably directs each tenant under any Lease, upon demand and notice from Mortgagee of an Event of Default under this Mortgage or the Loan Documents, to pay to Mortgagee all Rents hereafter accruing or due under such Lease; and any such tenant shall be under no obligation, before making such payments, to inquire into or determine the actual existence of any such Event of Default of which it is notified.
 - (b) After the date hereof, Mortgagor shall not materially modify any Lease existing as of the date hereof without the prior written consent of Mortgagee; shall not accept prepayments of rent under any Lease for more than 1 month in advance or prepayments in the nature of security in excess of 1 month's rent; shall notify Mortgagee of any default under any Lease; and shall enforce each term and condition of each Lease. Mortgagor shall furnish to Mortgagee, within 10 days after a request by Mortgagee to do so, a certified rent schedule containing such data regarding Leases as Mortgagee may request.
 - (c) Mortgagor shall indemnify and hold Mortgagee harmless from and against any and all liability, damages and expenses that Mortgagee may incur under or with respect to any of the Leases or by reason of any action taken or omitted to be taken by Mortgagee in connection with any of the Leases (except for liability, damages and expenses caused by Mortgagee's gross negligence or willful misconduct); and any amount that may become due from Mortgagor to Mortgagee as a result of the foregoing indemnity shall be paid by Mortgagor on demand, shall bear interest until paid at the Default Rate and shall be secured by this Mortgage. Nothing contained herein shall operate or be construed to obligate Mortgagee to perform any of the terms or covenants of any Lease.
 - (d) Mortgagee's rights in this Section 30 shall be cumulative with and in addition to its rights contained in any Assignment of Rents and Leases made by Mortgagor in Mortgagee's favor.
31. Reporting. Mortgagor shall furnish to Mortgagee, at Mortgagor's expense, and promptly upon Mortgagee's request, whatever information respecting the condition or operations, financial or otherwise, of Mortgagor or the Mortgaged Property as Mortgagee may from time to time reasonably request.
32. Professional Management. If requested to by Mortgagee, Mortgagor shall at all times retain a professional real estate management company acceptable to Mortgagee to manage the Mortgaged Property.
33. Compliance with Laws. Mortgagor shall comply at all times with all laws, codes and regulations applicable to the Mortgaged Property, including without limitation zoning laws, building and safety codes and laws and regulations relating to persons with disabilities.
34. Prior Mortgages. This Section shall apply if and as long as there is any mortgage on all or any part of the Mortgaged Property that is superior to this Mortgage (any and all such prior mortgages being the "Prior Mortgages"), but shall not be construed to undercut or negate any warranty herein. Mortgagor shall not apply for or accept any future advances

secured by any Prior Mortgage. Upon request by Mortgagee, Mortgagor shall promptly execute and deliver all notices required under s. 697.04(1)(b), Florida Statutes, to limit the amount secured by each Prior Mortgage to the amount secured thereby on the date hereof, and, if Mortgagor fails to do so, Mortgagee is hereby granted an irrevocable power of attorney (coupled with an interest) to do so in place of Mortgagor (this power is coupled with an interest and is irrevocable). Mortgagor shall keep each and any Prior Mortgage in good standing and free from default. If Mortgagor fails to promptly perform and comply with all obligations of Mortgagor under any Prior Mortgage, Mortgagee may (but shall not be obligated to) take any such action, without awaiting the expiration of any grace period, as Mortgagee deems necessary or desirable to prevent or to cure any default thereunder by Mortgagor. Upon receipt by Mortgagee of any written notice of default by Mortgagor in the observance or performance of any of the covenants and conditions in any Prior Mortgage, Mortgagee may rely thereon and may (but shall not be obligated to) take any such action required to prevent or cure such default even though the existence of such default or the nature thereof be questioned or denied by or on behalf of Mortgagor. Mortgagor hereby expressly grants to Mortgagee, and agrees that Mortgagee shall have, the absolute and immediate right to enter in and upon the Mortgaged Property or any part thereof to such extent and as often as Mortgagee, in its sole discretion, deems necessary or desirable in order to prevent or to cure any such default by Mortgagor. Mortgagor shall pay to Mortgagee, immediately and without demand, all sums paid by Mortgagee pursuant to this Section, with interest thereon from the date of each such payment at the Default Rate. All amounts so paid and expended by Mortgagee, and the interest thereon, shall be added to and be secured by the lien of this Mortgage. Mortgagor shall deliver to Mortgagee at any time upon request by Mortgagee evidence satisfactory to Mortgagee of the full force and effect of each Prior Mortgage without default thereunder by any party thereto and without the occurrence of any event which would, upon the lapse of time or the giving of notice, or both, result in a default thereunder. Mortgagor shall promptly give written notice to Mortgagee (together with a copy of any written notice received from the mortgagee under the Prior Mortgage in question) of any default by Mortgagor under any Prior Mortgage. Mortgagor shall not agree to the amendment or modification of any provision of any Prior Mortgage without first obtaining the written consent of Mortgagee. Mortgagor shall notify Mortgagee in writing of any change in the holder of the Prior Mortgage within 20 days after Mortgagor learns of the change. Mortgagor hereby consents to Mortgagee's communicating with each holder of a Prior Mortgage for any purpose regarding this Mortgage or Mortgagee's interest in the Mortgaged Property.

35. Further Warranties. Mortgagor represents and warrants to Mortgagee as follows:

- (a) If Mortgagor is a corporation, limited liability company, partnership or other entity, its execution, delivery and performance of this Mortgage and the Loan Documents have been duly authorized by all necessary action and do not contravene any articles of incorporation, articles of organization, partnership agreement or other organizational documents of Mortgagor.
- (b) This Mortgage and the Loan Documents constitute the valid, binding and enforceable obligations of Mortgagor and do not violate or contravene any law, order, decree, rule or regulation to which Mortgagor is subject.
- (c) The Mortgaged Property and the intended use thereof by Mortgagor comply with all applicable restrictive covenants, zoning ordinances, subdivision and building codes, flood disaster laws, applicable health and environmental laws and regulations, and all other ordinances, orders or requirements issued by any state, federal or municipal authorities having or claiming jurisdiction over any of the Mortgaged Property (including those relating to persons with disabilities). The Land and the Improvements constitute a separate tax parcel for purposes of ad valorem taxation. The Mortgaged Property does not require any rights over, or restrictions against, other property in order to comply with any of the aforesaid governmental ordinances, orders or requirements.
- (d) All utility services necessary and sufficient for the full use occupancy, operation and disposition of the Mortgaged Property for its intended purposes (including water, storm sewer, sanitary sewer, gas, electric, cable and telephone facilities) are available thereto through public rights of way or perpetual private easements approved by Mortgagee.

- (e) All streets, roads, highways, bridges and waterways necessary for access to and full use occupancy, operation and disposition of the Mortgaged Property have been completed, have been dedicated to and accepted by the appropriate municipal authority and are open and available to the Mortgaged Property without further condition or cost to Mortgagor.
 - (f) There are no judicial, administrative, mediation or arbitration actions, suits or proceedings pending, or, to the best knowledge of Mortgagor, threatened against, Mortgagor or the Mortgaged Property which, if adversely determined, would materially impair the Mortgaged Property or Mortgagor's ability to perform its agreements hereunder.
 - (g) The Mortgaged Property is free from delinquent water charges, sewer rents, taxes and other assessments.
 - (h) As of the date hereof, the Improvements are free from unrepaired damage caused by fire, flood, accident or other casualty.
 - (i) As of the date hereof, no part of the Mortgaged Property has been taken in condemnation, eminent domain or like proceedings nor is any such proceeding pending or, to Mortgagor's knowledge, threatened or contemplated.
 - (j) The Improvements are structurally sound and, except as otherwise disclosed in writing by Mortgagor to Mortgagee, are in good repair and free from defects in materials and workmanship. All major building systems located within the Improvements (including without limitation the heating and air conditioning systems and the electrical and plumbing systems) are in good working order and condition.
 - (k) Mortgagor possesses all franchises, trade names, licenses and permits adequate for the conduct of its business substantially as now conducted.
 - (l) There are no security agreements or financing statements affecting any of the Mortgaged Property other than those in favor of Mortgagee and any disclosed in writing by Mortgagor to Mortgagee prior to the date hereof.
 - (m) Any credit secured hereby will be used exclusively for business, commercial or agricultural purposes.
36. Usury Negation. Nothing herein shall be construed or operate so as to require Mortgagor to pay interest hereunder in an amount or at a rate greater than the maximum allowed by applicable law. Should any interest or other charges paid hereunder result in the computation or earning of interest in excess of the maximum rate or amount of interest which is permitted under applicable law, any and all such excess interest shall be (and the same hereby is) waived by Mortgagee, and the amount of such excess shall be automatically credited against, and be deemed to have been payments in reduction of, the principal then due hereunder, and any portion of such excess which exceeds the principal then due hereunder shall be paid by Mortgagee to Mortgagor.
37. Further Assurances. Mortgagor shall, at any time and from time to time, execute and deliver whatever further instruments may be requested by Mortgagee to confirm and perfect the lien of this Mortgage on any part of the Mortgaged Property, to correct any errors or omissions herein or in the Loan Documents or to otherwise fulfill or further the objectives hereof.
38. Amendments. This Mortgage may not be amended orally or by any course of dealing between Mortgagor and Mortgagee, but only by an agreement in writing signed by the party against whom enforcement of the amendment is sought. No provision hereof may be waived orally or by any course of dealing but only by an agreement in writing signed by Mortgagee.
39. Terminology. The term "attorneys' fees" whenever used herein shall be deemed to include but not be limited to attorneys' fees and paralegal fees incurred in any and all judicial, bankruptcy, and other proceedings, including appellate level proceedings, whether such proceedings arise before or after entry of a final judgment. The term "the Default Rate," whenever used herein means, at any particular time, the rate of interest

then applicable to overdue principal under the Promissory Document (but not to exceed the highest rate permitted by applicable law). The term "Banking Day" whenever used herein means a day (other than a Saturday) on which most banks are open for business in Miami, Florida. Whenever used herein, "acceptable to Mortgagee" or "satisfactory to Mortgagee" shall be read to mean "acceptable and satisfactory to Mortgagee in Mortgagee's sole and absolute discretion." The captions herein are for convenience of reference only and shall not be used in interpreting the provisions that follow them. The capitalized terms defined at the head of this Mortgage shall be used herein as thus defined.

40. Binding Effect. The term "Mortgagor" shall be construed, to include the heirs, executors, administrators, legal or personal representatives, successors and assigns of each person or entity included within that term; and all agreements of Mortgagor herein shall be binding upon all those persons and shall inure to the benefit of Mortgagee, its successors and assigns. All obligations of Mortgagor hereunder shall be the joint and several obligations of each person or entity included within that term.
41. Assignments and Participations. Mortgagee may at any time assign this Mortgage together with all or any part of the Secured Obligations and may grant at any time one or more participations in this Mortgage and all or any part of the Secured Obligations. Mortgagee may make whatever disclosures regarding Mortgagor or the Mortgaged Property it considers necessary or desirable in connection with any assignment of this Mortgage or any sale of a participation herein.
42. Partial Invalidity. If any provision of this Mortgage or the application thereof to any person or circumstance shall be invalid or unenforceable to any extent, the remainder of this Mortgage and the application of such provision to other persons or circumstances shall not be affected thereby and shall be enforced to the greatest extent permitted by law.
43. Time of the Essence. Time is of the essence of this Mortgage.
44. Condominium Provisions. If the Land consists of one or more condominium parcels in one or more condominiums (collectively the "Condominium Project"), this Section 44 shall apply.
 - (a) Mortgagor shall promptly pay when due all assessments imposed by the governing bodies of the Condominium Project (collectively the "Owners' Association(s)") pursuant to the provisions of the declarations, bylaws, codes of regulations or other constituent documents of the Condominium Project (the "Constituent Documents").
 - (b) As long as the Owners' Association(s) maintain(s) a "master" or "blanket" policy on the Condominium Project which is satisfactory in form to Mortgagee, which is issued by an insurance carrier satisfactory to Mortgagee which provides insurance coverage in such amounts, for such periods, and against such hazards as Mortgagee may require, including fire and hazards included within the term "extended coverage", Mortgagor's obligation under Section 5 of this Mortgage to maintain hazard insurance coverage on the Mortgaged Property consisting of Condominium Parcels is deemed satisfied to the extent that the required coverage is provided by the Owners' Association(s)' policy. Mortgagor shall give Mortgagee prompt notice of any lapse in such required hazard insurance coverage; and in the event of a distribution of hazard insurance proceeds in lieu of restoration or repair following a loss to the Mortgaged Property, whether to the unit or to common elements, any proceeds payable to Mortgagor are hereby assigned and shall be paid to Mortgagee for application to the Secured Obligations.
 - (c) Mortgagor shall take such actions as may be necessary to ensure that the Owners' Association(s) maintains public liability insurance policies acceptable to Mortgagee in form, amount and extent of coverage.
 - (d) The proceeds of any award or claim for damages, direct or consequential, payable to Mortgagor in connection with any condemnation or other taking of all or any part of the Mortgaged Property, whether of the units or of the common elements, or for any conveyance in lieu of condemnation, are hereby

assigned and shall be paid to Mortgagee. Such proceeds shall be applied by Mortgagee to the Secured Obligations.

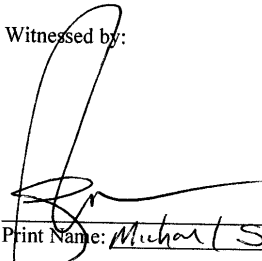
- (e) Mortgagor shall not, except after notice to Mortgagee and with Mortgagee's prior written consent, either partition or subdivide any condominium parcel included in the Mortgaged Property or consent to or vote for (or permit its representative to vote for): (i) the abandonment or termination of any of the Condominium Project; (ii) any amendment to any provision of the Constituent Documents which is for the benefit of Mortgagee or any amendment to the Constituent Documents which could impair the value of the Mortgaged Property as security for the Secured Obligations; (iii) any action which would have the effect of rendering the insurance coverages maintained by the Owners' Association(s) unacceptable to Mortgagee.
 - (f) If Mortgagor controls the Owners' Association(s), it shall not, without Mortgagee's prior written consent, relinquish such control before being required to do so by law.
 - (g) Except as and to the extent expressly provided in this Section 44, neither the fact that the Mortgaged Property includes condominium parcels subject to one or more declarations of condominiums nor the fact that each such condominium is managed by a condominium association shall excuse Mortgagor from the fulfillment of its obligations under this Mortgage and the Loan Documents.
45. Modifications of Promissory Document or Other Loan Documents. This Mortgage secures, in addition to the Promissory Document itself, all extensions, renewals, consolidations and modifications thereof and all substitutions and replacements therefor. Whenever used elsewhere herein, the term "the Promissory Document" includes all extensions, modifications, renewals and consolidations of the Promissory Document and all substitutions and replacements therefor and the term "the Loan Documents" includes all amendments and modifications thereof and all substitutions and replacements therefor.
46. Survival of Indemnities. Mortgagor's liability under any indemnity or hold harmless agreement contained herein shall survive the release or satisfaction hereof and repayment of the Secured Obligations.
47. Notices. Any notice or other communication to Mortgagor hereunder may be given by hand-delivering or mailing it to Mortgagor's Address or by telecopying it to Mortgagor's telecopy number appearing in Mortgagee's records. If sent by mail, any such notice or other communication shall be effective 3 Banking Days after being placed in the mail. Any notice or other communication to Mortgagee hereunder must be given, by certified mail, return receipt requested, at Mortgagee's Address (or such other address as Mortgagee may hereafter specify by notice to Mortgagor) and, in the case of any notice given pursuant to s. 697.04(1)(b), Florida Statutes, (a "Future Advance Cutoff Notice") shall be effective only when actually received and receipted for by an officer of Mortgagee. To the fullest extent permitted by law, Mortgagor hereby waives any right it may have to give a Future Advance Cutoff Notice in connection with or affecting any future advance which Mortgagee is now or hereafter committed to make (whether pursuant to a standby letter of credit, a loan agreement or otherwise).
48. Governing Law. This Mortgage shall be governed by and construed in accordance with the law of the State of Florida.
49. Waiver of Jury Trial. MORTGAGOR AND (BY ACCEPTANCE HEREOF) MORTGAGEE EACH HEREBY WAIVE ANY RIGHT THEY MAY HAVE TO A TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM ARISING OUT OF OR RELATING TO THIS MORTGAGE.

[SIGNATURES ON FOLLOWING PAGE]

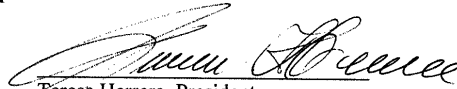


IN WITNESS WHEREOF, Mortgagor has executed this Mortgage on the date first above written.

Witnessed by:


Print Name: Michael Sherman

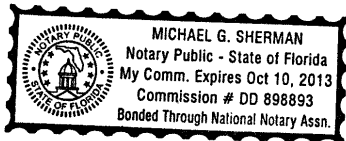
T.H. BUSINESS, INC., a Florida corporation

By: 
Teresa Herrera, President


Print Name: MARIA R

STATE OF FLORIDA)
) SS:
COUNTY OF MIAMI-DADE)

The foregoing document was acknowledged before me this 21st day of September, 2012, by TERESA HERRERA, as President of T.H. BUSINESS, INC., a Florida corporation, and who is [] personally known to me or who has [x] produced FL Drivers License as identification.



(SEAL)

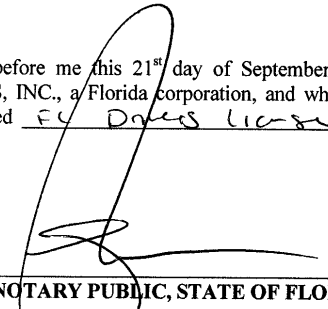

NOTARY PUBLIC, STATE OF FLORIDA
Print Name: Michael Sherman
Commission Number: DD 898893
My Commission Expires: 10-10-13



EXHIBIT "A"

LEGAL DESCRIPTION

Lots 11, 12, 13 and 14, Block 2, Coral Groves, according to the Plat thereof, as recorded in Plat Book 15, Page 72, of the Public Records of Miami-Dade County, Florida

A handwritten signature in black ink, appearing to be a stylized 'S' or 'B' with a flourish.

RESTORATION AFTER CASUALTY RIDER
TO MORTGAGE AND SECURITY AGREEMENT

**MADE BY T.H. BUSINESS, INC., A FLORIDA CORPORATION ("MORTGAGOR") IN
FAVOR OF BAC FLORIDA BANK ("MORTGAGEE")**

Paragraph 5(b) of the Mortgage and Security Agreement referred to above is hereby amended to read as follows:

- (b) After the occurrence of any casualty to the Mortgaged Property or any part thereof, Mortgagor shall give prompt written notice thereof to Mortgagee and each insurer. Mortgagor shall promptly submit a claim to each insurer for payment of insurance proceeds and shall send a copy of such claim to Mortgagee. No such casualty shall affect the lien of this Mortgage or diminish the obligations of Mortgagor hereunder.

Mortgagee is hereby authorized at Mortgagee's option to compromise and settle any and all loss claims.

All proceeds of insurance paid or payable under any property insurance policy ("Insurance Proceeds") in an amount less than \$ _____ (\$25,000 if the foregoing space is left blank) (the "Threshold Amount") shall be paid to Mortgagor, and all Insurance Proceeds in an amount greater than or equal to the Threshold Amount shall be paid to Mortgagee for the benefit of Mortgagor and Mortgagee. Each insurer of all or any portion of the Mortgaged Property is hereby authorized and directed to make payment for any such loss directly to Mortgagee for the benefit of Mortgagor and Mortgagee in accordance with the terms of this Paragraph 5(b). Any Insurance Proceeds less than the Threshold Amount and paid to Mortgagor hereunder shall be applied first to the payment of all costs and expenses incurred by Mortgagor in obtaining such Insurance Proceeds and the balance thereof shall be applied toward repair or restoration (as appropriate) (any such action being referred to hereinafter as "Restoration") of the part of the Mortgaged Property which was damaged or destroyed by the casualty in question.

Any Insurance Proceeds paid to Mortgagee hereunder shall be applied first to the payment of all costs and expenses incurred by Mortgagee or Mortgagor in obtaining such proceeds, and the balance of such Insurance Proceeds, if any, shall be applied, (a) if Mortgagee determines in its sole judgment that (i) such Insurance Proceeds together with such other sums as Mortgagor deposits with Mortgagee to pay the costs of Restoration of the Mortgaged Property (or such part thereof which may have been damaged or destroyed) are sufficient to pay such costs in full, (ii) no Event of Default shall have occurred, (iii) following completion of such Restoration, the Mortgaged Property will have a value and economic viability equal to those that existed immediately before such casualty (which determination may take into account whether any tenant of the Mortgaged Property is entitled to cancel its lease as a result of the casualty), (iv) such Restoration can be completed on or prior to the earlier of (A) the maturity date of the Promissory Document or any extensions thereof which have been exercised or are exercisable (and are so exercised) within 60 days after such casualty and (B) 120 days after the occurrence of such casualty, (v) Mortgagee shall have given its written approval to the plans and specifications for the Restoration and the contractor to be used, and (vi) Mortgagor will have sufficient income pending the completion of the Restoration to pay all Secured Obligations when due, then toward Restoration of the Mortgaged Property (or such part thereof which may have been damaged or destroyed) on substantially the same conditions and requirements as are customary in construction loans for similar amounts made by major financial institutions in Miami-Dade County, Florida, and (b) otherwise, to the Secured Obligations.

Notwithstanding the application of Insurance Proceeds to the payment of part of the Secured Obligations, the unpaid part of the Secured Obligations shall remain in full force and effect, and Mortgagor shall not be excused from the payment thereof. Nothing contained in this Mortgage shall be deemed to excuse Mortgagor from repairing or maintaining the Mortgaged Property as provided herein and in Section 8 unless Mortgagor shall have maintained all insurance required by this Mortgage and Mortgagee shall have used all the Insurance Proceeds to pay the Secured Obligations. The application or release by Mortgagee of any Insurance Proceeds shall not cure or waive any Event of Default or notice of default under this Mortgage or invalidate any act done pursuant to such a notice.



Signed as of the 21st day of September, 2012.

Witnessed by:

T.H. BUSINESS, INC., a Florida corporation

Print Name: Michael Sherman

By:

Teresa Herrera, President

Print Name: Maria Ruiz

This Instrument Prepared By:
Thomas G. Sherman, Esq., P.A.
90 Asmeria Avenue
Coral Gables, Florida 33134

CFN 2014R0032088
OR Bk 28989 Pgs 0602 - 6057 (4pgs)
RECORDED 01/14/2014 14:15:19
MTG DOC TAX 2,450.00
HARVEY RUVIN, CLERK OF COURT
MIAMI-DADE COUNTY, FLORIDA

NOTE TO CLERK: DOCUMENTARY STAMP AND INTANGIBLE TAX WERE PAID IN CONNECTION WITH THE MORTGAGE RECORDED IN OFFICIAL RECORDS BOOK 28286, PAGE 3590, OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA. ADDITIONAL DOCUMENTARY STAMP TAXES IN THE AMOUNT OF \$2,450.00 ARE BEING PAID HEREIN IN CONNECTION WITH THE ASSUMPTION OF THE LOAN BALANCE BY THE NEW BORROWER, AS DESCRIBED HEREIN.

MORTGAGE MODIFICATION AND ASSUMPTION AGREEMENT

This Agreement is made this 13th day of November, 2013, by and between T.H. BUSINESS, INC., a dissolved Florida corporation (the "Original Mortgagor" or "Original Borrower"), whose mailing address is 3905 Riviera Drive, Coral Gables, Florida 33134, TERESA HERRERA, a single woman (the "New Mortgagor" or "New Borrower"), whose mailing address is 3905 Riviera Drive, Coral Gables, Florida 33134, and BAC FLORIDA BANK, A FLORIDA CHARTERED BANK (the "Mortgagee" or "Lender"), whose address is 169 Miracle Mile, R-10, Coral Gables, Florida 33134.

WHEREAS, on September 21, 2012, Original Mortgagor executed a Promissory Note in favor of Lender in the original amount of \$700,000.00 (the "Note"), which Note was secured by a Mortgage and Security Agreement on the following described real property:

Lots 11, 12, 13, and 14, Block 2, Coral Groves, according to the map or plat thereof, as recorded in Plat Book 15, Page(s) 72, of the Public Records of Miami-Dade County, Florida

(the "Property")

which Mortgage and Security Agreement was recorded on September 26, 2012, in Official Records Book 28286, Page 3590, of the Public Records of Miami-Dade County, Florida (the "Mortgage"), together with an Assignment of Rents and Leases in favor of Lender recorded on September 26, 2012 in Official Records Book 28286, Page 3608, of the Public Records of Miami-Dade County, Florida (the "Assignment of Rents and Leases"), and that UCC-1 Financing Statement recorded on September 26, 2012 in Official Records Book 28286, Page 3614, of the Public Records of Miami-Dade County, Florida (the "UCC-1" or "Financing Statement"), together with any other loan documents in connection therewith (collectively, the "Loan Documents").

WHEREAS, New Mortgagor and Mortgagee have agreed to amend the Note into an Restated Promissory Note of even date herewith evidencing the obligation of New Borrower to Lender of the current balance in the amount of Six Hundred Eighty Six Thousand Six Hundred Seventy Five and 31/100 Dollars (\$686,675.31) (hereinafter the "Restated Promissory Note").

WHEREAS, the Lender has agreed to allow New Borrower to assume the Mortgage, Note and other Loan Documents of the Original Mortgagor, and

NOW THEREFORE, it is agreed as follows:

1. The foregoing recitals are true and correct and are hereby incorporated into this Agreement.

2. New Mortgagor hereby assumes and agrees to pay the obligations, and be bound by all obligations of Original Mortgagor to the Lender as represented in the Note and the Mortgage.
3. New Mortgagor simultaneously with the execution of this Agreement has executed and delivered to Mortgagee a Restated Promissory Note in the amount of \$686,675.31 which evidences the current principal balance of the Note. The Mortgage secures all obligations of the New Mortgagor to the Lender owing and to be advanced under the Restated Promissory Note.
4. New Mortgagor acknowledges and agrees that the total indebtedness of Original Mortgagor and New Mortgagor owed and to be owed to Mortgagee under the Loan as evidenced by the Note and the Restated Promissory Note, shall be repaid in accordance with the terms of the Restated Promissory Note. The Note and the Restated Promissory Note are secured by the lien of the Mortgage. The Mortgage, as modified by this Mortgage Modification and Assumption Agreement, and the Loan Documents, shall continue to secure all of the obligations of New Mortgagor to Mortgagee whether now existing or hereafter created.
5. The parties hereto hereby knowingly, voluntarily and intentionally waive the right either may have to a trial by jury in respect to any litigation based hereon, or arising out of, under or in connection with the Loan and this Mortgage Modification and Assumption Agreement, and any increases, amendments extensions or modifications or renewals to the Loan. This provision is a material inducement for Lender entering into the Loan, and any increases, amendments, extensions or modifications or renewals of the thereto.
6. New Mortgagor does hereby represent and warrant to Lender that the Mortgage constitutes a valid and enforceable first lien upon the Property and secures payment of the indebtedness and performance of the obligations on New Borrower's part to be paid and performed under the Note, Restated Promissory Note, Mortgage, Loan Documents, and other Loan Documents executed by Original Borrower and New Borrower with and/or in favor of the Lender.
7. If the State of Florida does require either any additional documentary stamp tax or additional intangible tax as a result of this transaction, the New Mortgagor shall pay such taxes on demand, including interest and penalties imposed in connection therewith.

IN WITNESS WHEREOF the parties have executed this Mortgage Modification and Assumption Agreement this 13th day of November, 2013.

Signed, sealed and delivered In the presence of:

Print Name: Michael Sherman

Print Name: Melody Perez

"ORIGINAL MORTGAGOR":

T.H. BUSINESS, INC., A DISSOLVED FLORIDA CORPORATION

By: Teresa Herrera

Teresa Herrera, President

"NEW MORTGAGOR":

Print Name: Michael Sherman

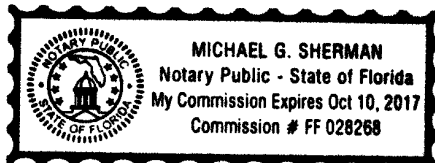
TERESA HERRERA

Print Name: Mercy Perez

STATE OF FLORIDA)
) SS:
COUNTY OF MIAMI-DADE)

I HEREBY CERTIFY that on this day, before me an officer duly authorized to take acknowledgments, personally appeared TERESA HERRERA, a single woman, individually, and in her capacity as the President of T.H. BUSINESS, INC., a dissolved Florida corporation, who produced FL Drivers License as identification or who is personally known to me and who did not take an oath and acknowledged before me that she executed the same.

WITNESS MY HAND AND OFFICIAL SEAL THIS 13TH DAY OF NOVEMBER, 2013.



NOTARY PUBLIC, STATE OF FLORIDA

Print Name: Michael Sherman

My Commission Expires: 10-10-17

(SEAL)

"LENDER":

**BAC FLORIDA BANK, A FLORIDA CHARTERED
BANK**


Print Name: Christy Espinosa

By: _____
Name: _____
Title: _____


Jeff Gross
Division Head
Real Estate Finance

Print Name: _____

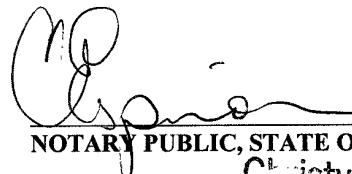
STATE OF FLORIDA)
) SS:
COUNTY OF MIAMI-DADE)

I HEREBY CERTIFY that on this day, before me an officer duly authorized to take acknowledgments, personally appeared Jeff Gross, in his/her capacity as Division Head Real Estate Finance of BAC FLORIDA BANK, A FLORIDA CHARTERED BANK, who produced Finance as identification or who is personally known to me and who did not take an oath and acknowledged before me that he/she executed the same.

WITNESS MY HAND AND OFFICIAL SEAL THIS 6 DAY OF December, 2013.



(SEAL)


NOTARY PUBLIC, STATE OF FLORIDA
Christy Espinosa
Print Name: _____
My Commission Expires: _____

This Instrument Prepared By:

Thomas G. Sherman, Esq., P.A.
90 Almeria Avenue
Coral Gables, Florida 33134

Record & Return To:

Union Title Services, Inc.
Attn: Post Closing Dept.
90 Almeria Avenue
Coral Gables, Florida 33134

NOTE TO CLERK: DOCUMENTARY STAMP AND INTANGIBLE TAX WERE PAID IN CONNECTION WITH THE MORTGAGE RECORDED IN OFFICIAL RECORDS BOOK 28286, PAGE 3590, OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA. ADDITIONAL DOCUMENTARY STAMP TAXES IN THE AMOUNT OF \$1,895.60 ARE BEING PAID HEREIN IN CONNECTION WITH THE ASSUMPTION OF THE LOAN BALANCE BY THE NEW BORROWER, AS DESCRIBED HEREIN.

**MORTGAGE MODIFICATION AND
ASSUMPTION AGREEMENT**

This Agreement is made this 21st day of September, 2021, by and between **TERESA HERRERA, a single woman** (the "**Original Mortgagor**" or "**Original Borrower**"), whose mailing address is 3905 Riviera Drive, Coral Gables, Florida 33134, **1600 ENTERPRISES LLC, a Florida Limited Liability Company** (the "**New Mortgagor**" or "**New Borrower**"), whose mailing address is 3905 Riviera Drive, Coral Gables, Florida 33134, and **BRADESCO BAC FLORIDA BANK, A FLORIDA CHARTERED BANK FORMERLY KNOWN AS BAC FLORIDA BANK** (the "**Mortgagee**" or "**Lender**"), whose address is 169 Miracle Mile, R-10, Coral Gables, Florida 33134.

WHEREAS, on September 21, 2012, T.H. BUSINESS, INC., a Florida corporation, executed a Promissory Note in favor of Lender in the original amount of \$700,000.00 (the "**Original Note**"), which Original Note was secured by a Mortgage and Security Agreement on the following described real property:

Lots 11, 12, 13, and 14, Block 2, Coral Groves, according to the map or plat thereof, as recorded in Plat Book 15, Page(s) 72, of the Public Records of Miami-Dade County, Florida

(the "Property")

which Mortgage and Security Agreement was recorded on September 26, 2012, in Official Records Book 28286, Page 3590, of the Public Records of Miami-Dade County, Florida (the "**Mortgage**"), together with an Assignment of Rents and Leases in favor of Lender recorded on September 26, 2012 in Official Records Book 28286, Page 3608, of the Public Records of Miami-Dade County, Florida (the "**Assignment of Rents and Leases**"), and that UCC-1 Financing Statement recorded on September 26, 2012 in Official Records Book 28286, Page 3614, of the Public Records of Miami-Dade County, Florida (the "**UCC-1**" or "**Financing Statement**"), together with any other loan documents in connection therewith (collectively, the "**Loan Documents**").

WHEREAS, the Original Note, Mortgage, Assignment of Rents and Leases and the Loan Documents were assumed by Original Mortgagor by virtue of that certain Mortgage Modification and Assumption Agreement dated November 13, 2013 by and between T.H. BUSINESS, INC., a Florida corporation, Original Mortgagor, and Lender, and as recorded on January 14, 2014 in Official Records Book 28989, at Page 602, of the Public Records of Miami-Dade County, Florida (the "**Assumption**"); and

WHEREAS, the Original Mortgagor executed a Restated Promissory Note dated November 13, 2013 in favor of Lender in the original principal amount of Six Hundred Eighty Six Thousand Six Hundred Seventy Five Dollars &

31/100 Cents (\$686,675.31) (the "**Restated Note**"), which Restated Note amended the Original Note and restated the indebtedness of the Original Note to Lender as of the date thereof (the Original Note and the Restated Note are collectively referred to as the "**Note**"); and

WHEREAS, New Mortgagor and Mortgagee have agreed to amend the Note into an Second Restated Promissory Note of even date herewith evidencing the obligation of New Borrower to Lender of the current balance in the amount of FIVE HUNDRED FORTY ONE THOUSAND FIVE HUNDRED TWENTY NINE and 36/100 DOLLARS (\$541,529.36) (hereinafter the "**Second Restated Note**").

WHEREAS, the Lender has agreed to allow New Borrower to assume the Mortgage, Note and other Loan Documents of the Original Mortgagor, and

NOW THEREFORE, it is agreed as follows:

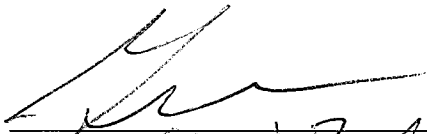
1. The foregoing recitals are true and correct and are hereby incorporated into this Agreement.
2. New Mortgagor hereby assumes and agrees to pay the obligations and be bound by all obligations of Original Mortgagor to the Lender as represented in the Note and the Mortgage.
3. New Mortgagor simultaneously with the execution of this Agreement has executed and delivered to Mortgagee a Second Restated Note in the amount of \$541,529.36, which evidences the current principal balance of the Note. The Mortgage secures all obligations of the New Mortgagor to the Lender owing and to be advanced under the Second Restated Note.
4. New Mortgagor acknowledges and agrees that the total indebtedness of Original Mortgagor and New Mortgagor owed and to be owed to Mortgagee under the Loan as evidenced by the Note and the Second Restated Note, shall be repaid in accordance with the terms of the Second Restated Note. The Note and the Second Restated Note are secured by the lien of the Mortgage. The Mortgage, as modified by this Mortgage Modification and Assumption Agreement, and the Loan Documents, shall continue to secure all of the obligations of New Mortgagor to Mortgagee whether now existing or hereafter created.
5. The parties hereto hereby knowingly, voluntarily and intentionally waive the right either may have to a trial by jury in respect to any litigation based hereon, or arising out of, under or in connection with the Loan and this Mortgage Modification and Assumption Agreement, and any increases, amendments extensions or modifications or renewals to the Loan. This provision is a material inducement for Lender entering into the Loan, and any increases, amendments, extensions or modifications or renewals of the thereto.
6. New Mortgagor does hereby represent and warrant to Lender that the Mortgage constitutes a valid and enforceable first lien upon the Property and secures payment of the indebtedness and performance of the obligations on New Borrower's part to be paid and performed under the Note, Second Restated Note, Mortgage, Loan Documents, and other Loan Documents executed by Original Borrower and New Borrower with and/or in favor of the Lender.
7. If the State of Florida does require either any additional documentary stamp tax or additional intangible tax as a result of this transaction, the New Mortgagor shall pay such taxes on demand, including interest and penalties imposed in connection therewith.

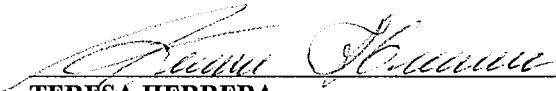
[SIGNATURES ON FOLLOWING PAGE]

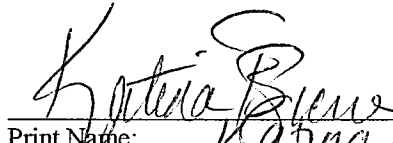
IN WITNESS WHEREOF the parties have executed this Mortgage Modification and Assumption Agreement this 21 day of September, 2021.

Signed, sealed and delivered in the presence of:

"ORIGINAL MORTGAGOR":

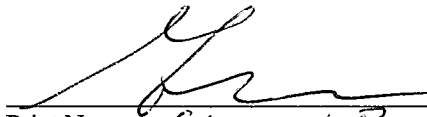

Print Name: GASTON R. ALVAREZ

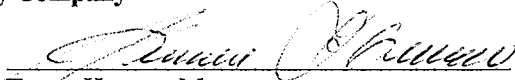

TERESA HERRERA

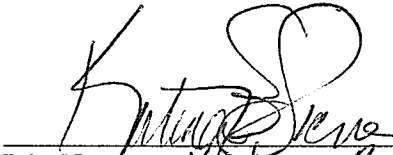

Print Name: Katina B. Sique

"NEW MORTGAGOR":

1600 ENTERPRISES LLC, a Florida Limited Liability Company


Print Name: GASTON R. ALVAREZ

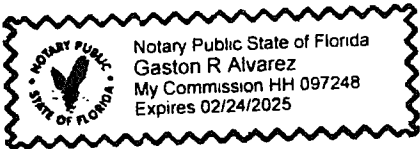
By: 
Teresa Herrera, Manager


Print Name: Katina B. Sique

STATE OF FLORIDA)
) SS:
COUNTY OF MIAMI-DADE)

The foregoing instrument was acknowledged before me by means of X physical presence or _____ online notarization, by **TERESA HERRERA**, individually, and in her capacity as the Manager of 1600 ENTERPRISES LLC, a Florida Limited Liability Company, who produced FL- D.L. as identification or who is personally known to me and who did not take an oath and acknowledged before me that she executed the same.

WITNESS MY HAND AND OFFICIAL SEAL THIS 21 DAY OF SEPTEMBER, 2021.




(SEAL)


NOTARY PUBLIC, STATE OF FLORIDA

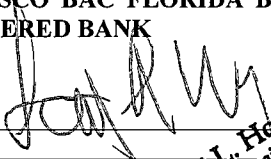
Print Name: _____

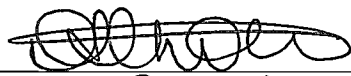
My Commission Expires: _____


Print Name: Cynthia A. Borzaga

"LENDER":

**BRADESCO BAC FLORIDA BANK, A FLORIDA
CHARTERED BANK**


By: 
Name: Scott L. Hodson
Title: Vice President
Commercial Real Estate


Print Name: D.L. Chow

STATE OF FLORIDA)
) SS:
COUNTY OF MIAMI-DADE)

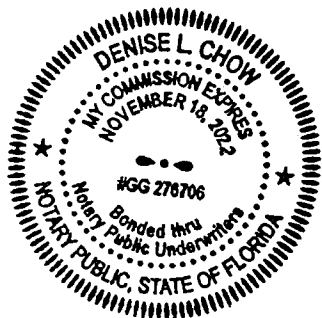
The foregoing instrument was acknowledged before me by means of X physical presence or _____ online notarization, by Scott Hodson as _____ of **BRADESCO BAC FLORIDA BANK, A FLORIDA CHARTERED BANK FORMERLY KNOWN AS BAC FLORIDA BANK**, who produced _____ as identification or who is personally known to me and who did not take an oath and acknowledged before me that she executed the same.

WITNESS MY HAND AND OFFICIAL SEAL THIS 23rd DAY OF SEPTEMBER, 2021.



NOTARY PUBLIC, STATE OF FLORIDA
Print Name: D.L. Chow
My Commission Expires: 11-18-2022

(SEAL)



BankFind Suite: Find Institutions by Name & Location

The Name & Location Search allows you to find FDIC-insured banks and branches from today, to last year, and all the way back to 1934.

Provide [feedback or submit a question](#) about this page.

Search For Institutions

Data as of: 7/26/2024

Name/Cert/Website

Search Type

Bank Name

Bradesco BAC Florida Bank

Status

Active & Inactive

Locations

City

Select State/Territory

Zip Code

☒ Include Branch Offices

?

Search

1 Matching Result

Selected Search Criteria

Active & Inactive Institutions

Name: Bradesco BAC Florida Bank

Results

25

<

1

>


Page #

Go

Sorting: Default

Order:

Bradesco Bank



FDIC Insured
Since 10/12/1973

FDIC Cert #

21265

Primary Regulator

Federal Deposit Insurance Corporation

Main Office Address

3011 Ponce De Leon Boulevard Ph1
Coral Gables, FL 33134

Primary Website

www.bradescobank.com

View Details

View All Offices

1 Matches For "Bradesco BAC Florida Bank"

View

top of page

<

1

>

Page #

Go

 BankFind Suite Home

Back to Search Results

Bradesco Bank



Institution Details

Data as of 07/26/2024



FDIC Insured
Since 10/12/1973

FDIC Cert #
21265

Established
10/12/1973

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

Primary Federal Regulator
Federal Deposit Insurance Corporation

Main Office Address
3011 Ponce De Leon Boulevard Ph1
Coral Gables, FL 33134

Primary Website
www.bradescobank.com

Locations
1 domestic location: 1 state and 0 territories.
0 in foreign locations.

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

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

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

Get additional detailed information by selecting from the following:

Locations

History

Institution Profile


Other Names

1 Branch Office

Hide 

Results

25 

Page #

Go

Address

14709	Main Office	Bradesco Bank	3011 Ponce De Leon Boulevard Ph1 Coral Gables, FL 33134	Coral Gables	Miami-Dade	FL	Full Service Brick And Mortar
-------	-------------	---------------	---	--------------	------------	----	-------------------------------

BEFORE THE CONSTRUCTION REGULATION BOARD
FOR THE CITY OF CORAL GABLES

CITY OF CORAL GABLES,
Petitioner,

Case No. 24-7807
RECT-24-07-0379

vs.

1600 Enterprises, LLC
1600 S. Le Jeune Rd
Coral Gables, FL 33134-3875
Respondent.

Return receipt number:

7019 1640 0001 2642 8676

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

Date: August 1, 2024

Re: 1600 LE JEUNE RD., CORAL GABLES, FL. 33134-3875, LOTS 11 TO 14 INC. BLOCK 2,
CORAL GROVES PB 15-72 and 03-4108-003-0290 ("Property").

The City of Coral Gables ("City") Building Official has inspected the records relating to the Structure in accordance with Article III, Chapter 105 of the City Code, pertaining to unsafe structures, and Section 8-11 of the Miami-Dade County Code, as applicable in the City, pertaining to existing buildings. **The Structure is hereby declared unsafe** by the Building Official and is presumed unsafe pursuant to Section 105-89 (10)(m) of the City Code for failure to timely comply with the maintenance and recertification requirements of the Florida Building Code or Section 8-11 of the Miami-Dade County Code; as follows:

To date, the Owner has not submitted an inspection report conforming to the minimum inspection procedural guidelines as issued by the Miami-Dade County Board of Rules and Appeals, pursuant to Section 8-11(f) of the Miami-Dade County Code ("Report"), stating that the Structure now meets the minimum code requirements ("Required Action").

Therefore, this matter is set for hearing before the City's Construction Regulation Board ("Board") in the Fairchild Tropical Board Room, 427 Biltmore Way, 1st floor, Coral Gables, Florida 33134, on August 12, 2024, at 2:00 p.m.

You may appeal the decision of the Building Official to the Board by appearing at the hearing. You have the right to be represented by an attorney and may present and question witnesses and evidence; however, formal rules of evidence shall not apply. Failure to appear at the hearing will result in the matter being heard in your absence. Please be advised that if someone other than an attorney will be attending the hearing on your behalf, he or she must provide a power of attorney from you at the time of the hearing. Requests for continuance must be made in writing to, Virginia Gozueeta, at City of Coral Gables, Development Services Department, 427 Biltmore Way, Coral Gables, FL 33134, vgozueeta@coralgables.com, tel: (305) 460-5250. The Development Services Department's hours are Monday through Friday, 7:30 a.m. to 2:30 p.m.