



# OFFICE OF THE PROPERTY APPRAISER

## Summary Report

Generated On : 1/23/2021

Property Information	
Folio:	03-4120-023-3780
Property Address:	401 PERUGIA AVE Coral Gables, FL 33146-2851
Owner	HOLEM REALTY GROUP LLC
Mailing Address	2011 S MIAMI AVE MIAMI, FL 33129 USA
PA Primary Zone	0100 SINGLE FAMILY - GENERAL
Primary Land Use	0101 RESIDENTIAL - SINGLE FAMILY : 1 UNIT
Beds / Baths / Half	3 / 1 / 0
Floors	1
Living Units	2
Actual Area	Sq.Ft
Living Area	Sq.Ft
Adjusted Area	1,812 Sq.Ft
Lot Size	7,200 Sq.Ft
Year Built	Multiple (See Building Info.)



Assessment Information			
Year	2020	2019	2018
Land Value	\$468,000	\$468,000	\$380,736
Building Value	\$144,209	\$144,697	\$145,186
XF Value	\$0	\$0	\$0
Market Value	\$612,209	\$612,697	\$525,922
Assessed Value	\$248,186	\$242,607	\$238,084

Benefits Information				
Benefit	Type	2020	2019	2018
Save Our Homes Cap	Assessment Reduction	\$364,023	\$370,090	\$287,838
Homestead	Exemption	\$25,000	\$25,000	\$25,000
Second Homestead	Exemption	\$25,000	\$25,000	\$25,000
Note: Not all benefits are applicable to all Taxable Values (i.e. County, School Board, City, Regional).				

Short Legal Description	
CORAL GABLES RIVIERA SEC PART 2	
REV PB 28-18	
LOT 16 & S22FT LOT 15 BLK 105	
LOT SIZE 72 X 100	
OR 12495-1599 0485 1	

Taxable Value Information			
	2020	2019	2018
County			
Exemption Value	\$50,000	\$50,000	\$50,000
Taxable Value	\$198,186	\$192,607	\$188,084
School Board			
Exemption Value	\$25,000	\$25,000	\$25,000
Taxable Value	\$223,186	\$217,607	\$213,084
City			
Exemption Value	\$50,000	\$50,000	\$50,000
Taxable Value	\$198,186	\$192,607	\$188,084
Regional			
Exemption Value	\$50,000	\$50,000	\$50,000
Taxable Value	\$198,186	\$192,607	\$188,084

Sales Information			
Previous Sale	Price	OR Book-Page	Qualification Description
11/16/2020	\$575,000	32231-1409	Qual by exam of deed
12/26/2007	\$100	32036-0276	Sales which are disqualified as a result of examination of the deed
09/01/2004	\$0	22679-2817	Sales which are disqualified as a result of examination of the deed
04/01/1985	\$89,500	12495-1599	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>

Version:

CITY'S

EXHIBIT

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1) 401 Perugia Ave

<b><u>Owner (Sunbiz RA address)</u></b> Holem Realty Group c/o Franz Melo Registered Agent 2011 S Miami Ave Miami, FL 33129-1516	<b><u>First Mortgagee (Mortgage address)</u></b> Long Beach Mortgage Company 1400 S. Douglass Rd, Ste 100 Anaheim, CA 92806-6906
<b><u>Second Mortgagee (Sunbiz mailing address)</u></b> RSMJ Investments 3109 Grand Avenue, #254 Miami, FL 33133-4839	<b><u>Second Mortgagee (Sunbiz RA address)</u></b> RSMJ Investments c/o NRAI Services, Inc. Registered Agent 1200 South Pine Island Road Plantation, FL 33324-4413

CITY'S

EXHIBIT

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[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
BL-21-01-6377	01/28/2021	401 PERUGIA AVE	MISCELLANEOUS WORK	UNSAFE STRUCTURE- CONSTRUCTION REGULATION CASE 21-2022 FOR WORK WITHOUT A PERMIT	pending			600.00
BL-20-12-5578	12/17/2020	401 PERUGIA AVE	MISCELLANEOUS WORK	**DO NOT ISSUE - SEE BUILDING OFFICIAL** RESIDENTIAL- MINOR DRYWALL REPAIR LOCATED IN LIVING ROOM \$1,800	pending			0.00
CE-20-11-5244	11/03/2020	401 PERUGIA AVE	CODE ENF LIEN SEARCH	LIEN SEARCH (RUSH)	final	11/10/2020	11/10/2020	0.00
CE-16-12-6562	12/08/2016	401 PERUGIA AVE	CODE ENF TICKET PROCESS - NO RUNNING FINE	GovQA Ticket - CE264975	final	12/09/2016	12/09/2016	0.00
CE-13-07-0099	07/01/2013	401 PERUGIA AVE	CODE ENF WARNING PROCESS	DOP VERBAL WARNING	final	07/01/2013	07/01/2013	0.00
CE-13-07-0098	07/01/2013	401 PERUGIA AVE	CODE ENF WARNING PROCESS	DAY VERBAL WARNING	final	07/01/2013	07/01/2013	0.00

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

**CITY'S**
**EXHIBIT** 3



CITY'S

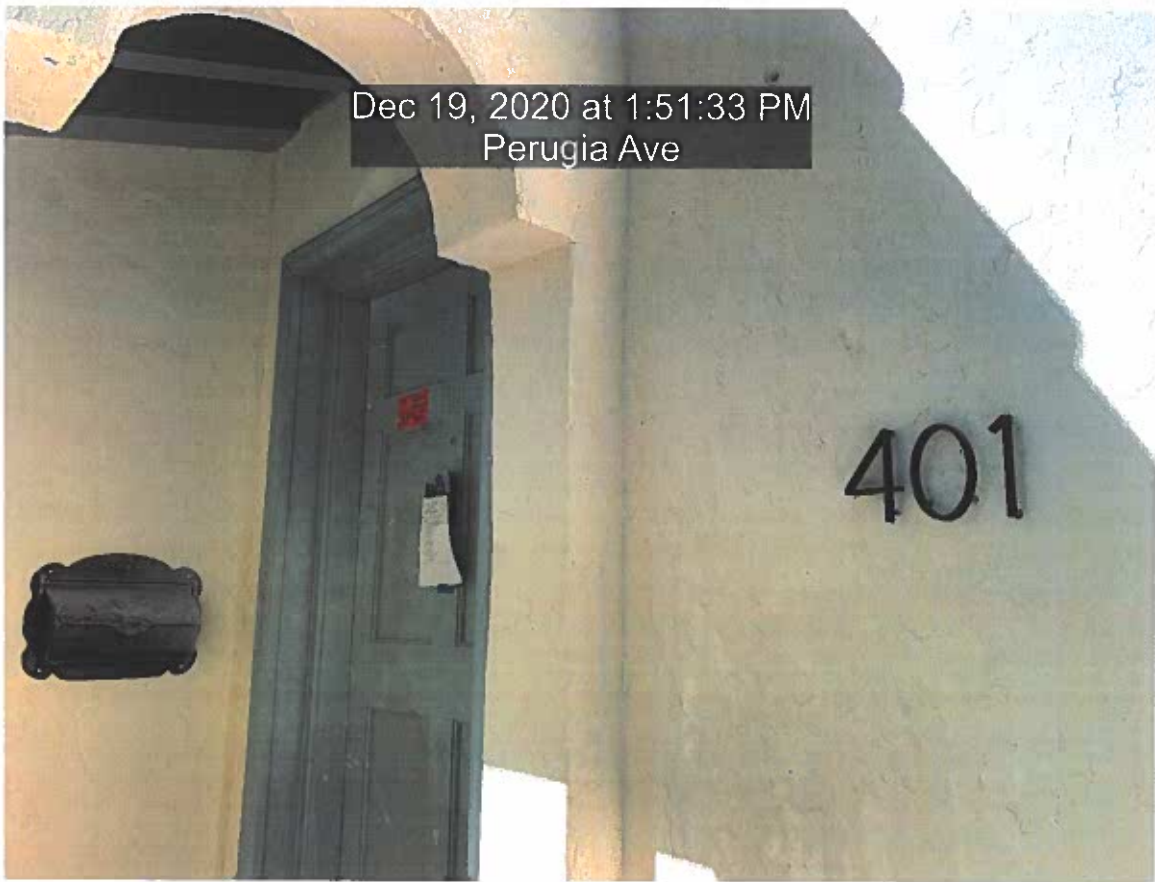
EXHIBIT

4





Dec 19, 2020 at 1:51:33 PM  
Perugia Ave



**CITY OF CORAL GABLES, FLORIDA**  
**FORM CIVIL VIOLATION NOTICE**

NO. 2985723

CODE INSPECTOR

LD NO

CE  
FOLIO 11

YES \_\_\_\_\_ NO \_\_\_\_\_

DRIVER'S LICENSE #

**COLOR**

TAG

STATE

ANS YOU TO ANSWER THE COMPLAINT THAT ON THE FOLLOWING DATE

AT 1:29

AMPM A VIOLATION OF SECTION

105-26

OF THE

WAS OBSERVED

(VIOLATION) W222 Training Performance

PERN -

Defect in the wall of the

PERUGIA AN-

LOCATION OF VIOLATION

CIVIL PENALTY OF \$ 500.00 PLEASE CORRECT THE VIOLATION ON

PLEASE CORRECT THE VIOLATION ON

YOU MAY REQUEST AN  
HEARING BEFORE A HEARING OFFICER TO APPEAL THE DECISION OF THE  
NOR V

(See Instructions On Reverse Side)

4Y CIVIL PENALTY AND CORRECT VIOLATION OR FILE A REQUEST FOR HEARING BY THE DATE SHOWN SHALL CONSTITUTE A WAIVER OF YOUR JUDG AND SUCH WAIVER SHALL CONSTITUTE AN ADMISSION OF VIOLATION. CONTINUED VIOLATION SHALL BE DEEMED A CONTINUING VIOLATION SUBJECT TO CIVIL PENALTY IN THE SAME AMOUNT WITHOUT THE NEED FOR ISSUANCE OF CIVIL VIOLATION NOTICE.

EDGE RECEIPT OF THIS CIVIL VIOLATION NOTICE. I UNDERSTAND THAT ACCEPTANCE  
VIOLATION NOTICE IS NOT AN ADMISSION OF GUILT.

DATE \_\_\_\_\_

**DAT**

## POSTING

**ENFORCEMENT OFFICER**

PERSON


MAIL

## POSTING



Dec 19, 2020 at 1:50:39 PM  
Perugia Ave

401

 **STOP ALL WORK**  
CITY OF CORAL GABLES  
DEVELOPMENT SERVICES DEPT.  
**WARNING**  
CALL INSPECTOR

Do not continue this **INTERIOR DEMOLITION**  
until corrections have been made and  
inspected. Under penalty of the law, **WITHOUT A**  
**DO NOT REMOVE THIS TAG.** **PERMIT**

Address: **401 PERUGIA AVE** Permit #: \_\_\_\_\_  
Date: **12/19/2020** **G. ROMAN**  
CITY OF CORAL GABLES INSPECTOR


**BUSINESS CARD ON REVERSE SIDE**

**23 NOTIC**



Dec 19, 2020 at 1:51:11 PM  
Perugia Ave

**STOP ALL WORK**

 CITY OF CORAL GABLES  
DEVELOPMENT SERVICES DEPT.

**WARNING**

CALL INSPECTOR

Do not continue this **INTERIOR DEMOLITION**  
until corrections have been made and  
inspected. Under penalty of the law, **WITHOUT A**  
DO NOT REMOVE THIS TAG. **PERMIT**

Address: **1101 PERUGIA AVE** Permit #: \_\_\_\_\_

**12/19/2020** Date: \_\_\_\_\_ **G. ROMAN**  
CITY OF CORAL GABLES INSPECTOR

BUSINESS CARD ON REVERSE SIDE

**2ND NOTICE**

Dec 19, 2020 at 1:51:15 PM  
Perugia Ave

**ONLINE SERVICES**

Home | Office Services | Permits and Inspections | Permit | Login | My Account

Back to Top & Home Links

01-20-12-0676

Approved | Expired | Issued | Final | Expires 01/15/2021

Type: **MISCELLANEOUS WORK**

Permit Description: **RESIDENTIAL - MINOR REMEDIAL REPAIRS LOCATED IN LIVING ROOM 11,000**

Permit Address: **PERUGIA AVE 08001, CHARLES FL 32940-2000**

Applicant: **C HOME INSPECTION COMPANY INC** Contact: **10**

Owner: **BONOMO & WELLS**

Viewing | Permit

Before the information you receive, see the...

**Details**

DATE CREATED/SIGNED BY: 12/17/2020

LOCATION PRIC: **INCOMPLETE HOME CAMPUT**

DATE OF LAST ROUTING: 12/17/2020

BUILDING REVIEW ☒

CONCURRENCY REVIEW ☒

ELECTRICAL REVIEW ☒

PLUMBING REVIEW ☒

HISTORICAL REVIEW ☒

INVOICING ☒

MECHANICAL REVIEW ☒

PERMITS REVIEW ☒

PUBLIC WORKS REVIEW ☒

STRUCTURAL REVIEW ☒

JOINTING REVIEW ☒

APR 10 PUBLIC PLACES REVIEW ☒

COMMERCIAL/RESIDENTIAL DESCRIPTION

UPPERMOST BUILDING PER ☒

ANCHOR ☒

1 OF 1 PAGES OF ☒

DOCUMENT AFTER 0

The information on this permit is provided with the understanding that the permit holder is responsible for the accuracy of the information provided.

Dec 19, 2020 at 4:05:32 PM  
Perugia Ave

901 PERUGIA AVE  
**WARNING!**  
CE 298572

TL0482 (WV)  
12/19/2020

**CITY OF CORONA, CALIFORNIA**  
**NOTICE**

NO. 60482 (WV)  
CE 298572

ISSUED TO 1070 GREEN LG NO. 77-7

DRIVER Mr. Williams AGENCY Perugia Ave

REPEAT VIOLATOR YES ☐ NO ☐

DATE OF VIOLATION Perugia Ave (Person, City Name, and Day)

DATE OF NOTICE 12/19/2020 BY WHAT AGENCY Perugia Ave

COLOR Blue TAG CE 298572 STATE CA

YOU TO ANSWER THE COMPLAINT THAT ON THE FOLLOWING DATE  
AT Perugia Ave AMOUNT VIOLATION OF SECTION 25.26 OF THE  
CIVIL PENALTY 500 WAS OBSERVED

VIOLATION While driving  
(Describe)

LOCATION OF VIOLATION Perugia Ave

AMOUNT OF VIOLATION 500 PLEASE CORRECT THE VIOLATION ON  
DATE 12/19/2020 YOU MAY REQUEST AN  
AND BEFORE A HEARING OFFICIAL TO APPEAL THE DECISION OF THE  
(See Regulations On Reverse Side)

CIVIL PENALTY AND CORRECT VIOLATION OR FOR A REQUEST FOR  
HEARING BY THE DATE SHOWN SHALL CONSTITUTE A WAIVER OF YOUR  
RIGHT AND SUCH WAIVER SHALL CONSTITUTE AN ADMISSION OF VIOLATION  
IF ALSO VIOLATION SHALL BE DEEMED A CONTINUING VIOLATION SUBJECT  
PENALTY IN THE SAME AMOUNT WITHOUT THE NEED FOR ISSUANCE OF  
A VIOLATION NOTICE

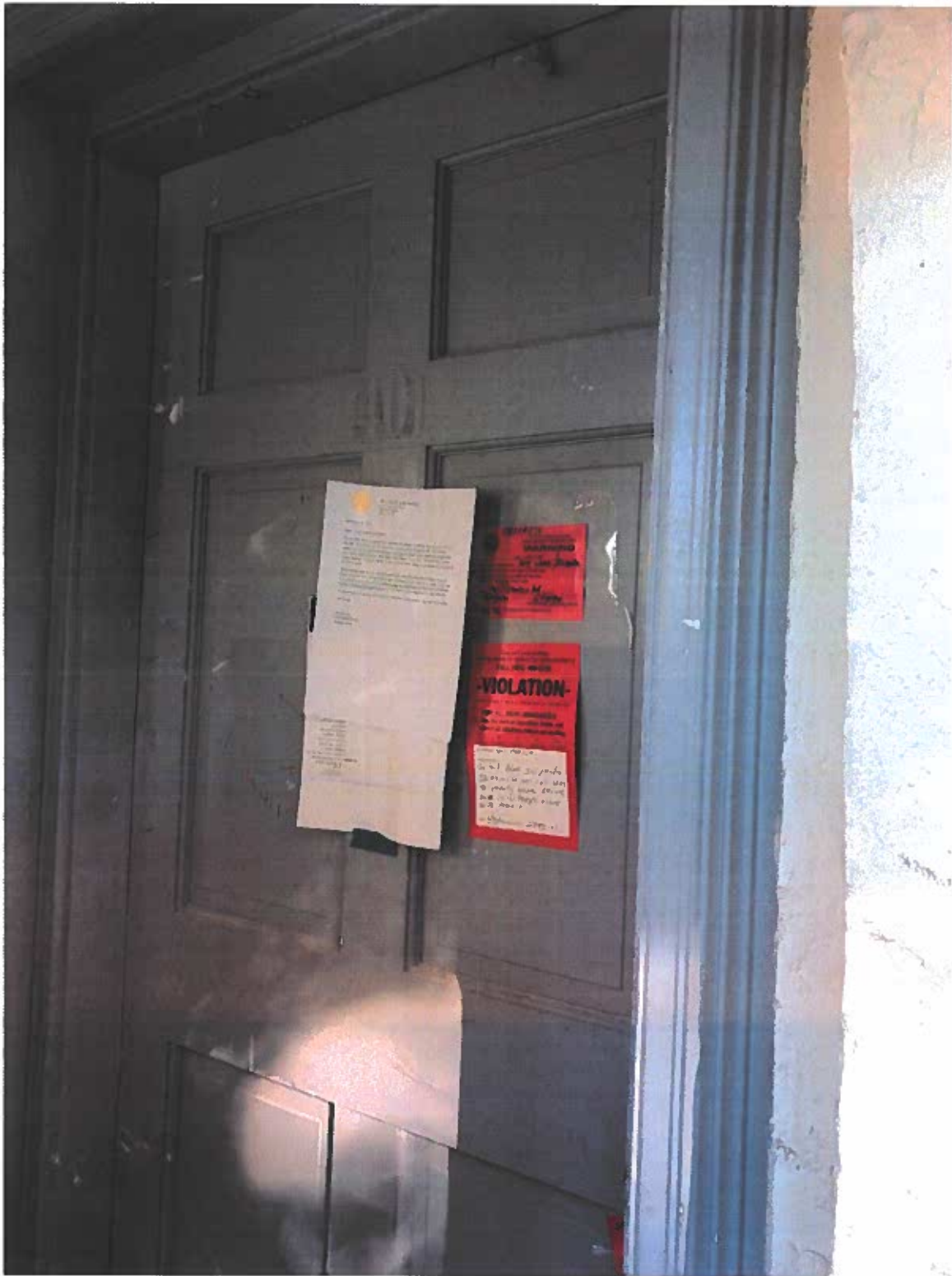
I RECEIVED OF THE CIVIL VIOLATION NOTICE I UNDERSTAND THAT ACCEPTANCE  
ON NOTICE IS NOT AN ADMISSION OF GUILT

DATE 12/19/2020

REPORT OFFICER MMW DATE 12/19/2020

PERSON ☐ MAIL ☒ POSTING ☒





**BEFORE THE CONSTRUCTION REGULATION BOARD**  
**FOR THE CITY OF CORAL GABLES**

CITY OF CORAL GABLES,  
Petitioner,

Case No. 21-2022

vs.

Return receipt number:

Holem Realty Group  
c/o Franz Melo  
Registered Agent  
2011 S Miami Ave  
Miami, FL 33129-1516

7020 3160 0001 1022 4605

Respondent.

**NOTICE OF UNSAFE STRUCTURE VIOLATION FOR WORK WITHOUT A PERMIT  
AND NOTICE OF HEARING**

Date: January 25, 2021

Re: 401 Perugia Ave, Coral Gables, Fl. 33143, LOT 16 & S22FT LOT 15 BLK 105, CORAL GABLES RIVIERA SEC PART 2, REV PB 28-18 and 03-4120-023-3780 ("Property").

The City of Coral Gables ("City") Building Official has inspected the Property and the records relating to the Structure, in accordance with Article III, Chapter 105 of the City Code, pertaining to unsafe structures. **The Structure is hereby declared unsafe** by the Building Official, is presumed unsafe pursuant to Section 108-89(10)(i) of the City Code, and is in violation of Section 105-94 of the City Code because of construction of a residential addition and interior renovations without any permits. The work without a permit continued even after the City issued a stop work orders on December 4, 2020, December 19, 2020, and December 22, 2020.

Therefore, this matter is set for a hybrid hearing before the City's Construction Regulation Board ("Board") on February 8, 2021, at 2:00 p.m.

The Construction Regulation Board Meeting will be holding a regular board meeting on Monday, February 8, 2021, commencing at 2:00 p.m. Only the Board Members and required City Staff will be physically present in the Commission Chambers at Coral Gables City Hall. Members of the public may join the meeting via Zoom at <https://zoom.us/j/92859826458>. In addition, a dedicated phone line will be available so that any individual who does not wish (or is unable) to use Zoom may listen to and participate in the meeting by dialing: 305-461-6769 Meeting ID: 928 5982 6458. Any person wishing to provide testimony must be sworn in and appear by video conference. An individual who wishes to testify but does not have video conference capabilities, may provide testimony by using a dedicated station for video

CITY'S

EXHIBIT 6

conferencing located in the City Hall courtyard. PLEASE NOTE THAT ALL PERSONS MUST WEAR A FACIAL COVERING/MASK EXCEPT WHEN PROVIDING TESTIMONY AND ALL PERSONS MUST MAINTAIN 6 FEET BETWEEN EACH OTHER. To speak on an Agenda Item, please "Raise your Hand" or send a message to one of the meeting hosts using the Zoom Platform. If you joined the meeting via telephone you can "Raise your Hand" by pressing \*9.

Please be advised that the following Rules of Procedure will apply:

**HEARING:**

The video conference platform Zoom will be used for virtual and hybrid CRB hearings. The electronic device (computer, smartphone) must have the microphone, audio, and camera enabled. If you do not have access to an electronic device with audio and a camera enabled, a computer with Zoom capabilities will be available in the courtyard at City Hall.

In advance of the hearing date, please review the following rules of procedure carefully as they contain important instructions and deadlines for submission of exhibits. In addition, please also review Resolution Nos. 2020-74 and 2020-90 which contain general rules of procedure that also apply to hearings before the Construction Regulation Board (available at <https://bit.ly/33byeZy> and <https://bit.ly/3373Hw5>, and also available upon request made to [vgoizueta@coralgables.com](mailto:vgoizueta@coralgables.com)). Anyone attending a hearing must do so by following these instructions:

1. Go to <https://zoom.us/>.
2. Click on "Join a Meeting" at the top of the page, right of center.
3. Enter the Meeting ID: 928 5982 6458
4. Click "Join"

**RULES OF PROCEDURE:**

1. A quorum of the members of the CRB must be present in the room. The remaining members of the CRB may appear via Zoom and may vote and participate as they would if they were present in person.
2. The City Attorney and Building Division Staff may appear in person or via Zoom.
3. Witnesses, property owners/representatives, members of the public and other participations shall appear virtually.
4. Upon commencement of the hearing, the Chair of the CRB shall provide an explanation of the hearing procedures.
5. The Chair shall proceed to call the cases listed by the agenda.
6. Once each case is called, those who will be testifying during the hearing shall be sworn in. All persons testifying must appear by video conference as required by the rules of procedure adopted by Resolution No. 2020-90.
7. Each case before the CRB shall be prosecuted by the Building Official or his or her designee.
8. The hearing need not be conducted in accordance with the formal rules relating to evidence and witnesses, but fundamental due process shall be observed and shall govern the proceedings. Any relevant evidence shall be admitted if the Chair finds it competent and reliable, regardless of the existence of any common law or statutory rule to the contrary. Hearsay evidence may be accepted for the purpose of supplementing or explaining any



direct evidence, but such hearsay evidence shall not in and of itself be considered sufficient to support a finding or decision unless the evidence would be admissible over objections in a civil action.

9. IF YOU WISH TO INTRODUCE EXHIBITS AS EVIDENCE, YOU MUST PROVIDE THE CITY WITH A COPY OF THOSE EXHIBITS AT LEAST 5 DAYS PRIOR TO THE HEARING. PLEASE EMAIL YOUR EXHIBITS TO [vgoizueta@coralgables.com](mailto:vgoizueta@coralgables.com) AND INCLUDE THE PROPERTY ADDRESS AND CASE NUMBER IN YOUR EMAIL.
  - a. A list of all proposed exhibits and a copy of the proposed exhibits shall be provided in a format that is easily viewable on the Zoom platform. All exhibits shall be clearly labeled to allow for efficient retrieval and display on the Zoom platform during the hearing.
10. Each party shall have the right to call and examine witnesses; to introduce exhibits; to cross examine opposing witnesses on any matter relevant to the issues, even though that matter was not covered in the direct examination; to impeach any witnesses regardless of which party first called that witness to testify; and to offer rebuttal of the evidence.

Should you wish to review the Construction Regulation Board case exhibits prior to the hearing, you may access them at <https://coralgables.legistar.com/Calendar.aspx> or email your request to [vgoizueta@coralgables.com](mailto:vgoizueta@coralgables.com) and include the property address and case number.

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

## ADA NOTICES

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

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

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

c: Long Beach Mortgage Company 1400 S. Douglass Rd, Ste 100 Anaheim, CA 92806-6906; RSMJ Investments 3109 Grand Avenue, #254 Miami, FL 33133-4839; RSMJ Investments c/o NRAI Services, Inc. Registered Agent 1200 South Pine Island Road Plantation, FL 33324-4413

ALERT: USPS IS EXPERIENCING UNPRECEDENTED VOLUME INCREASES AND LIMI...



FAQs >

Track Another Package +

Tracking Number: 70203160000110224605

Remove X

We attempted to deliver your item at 5:28 pm on February 1, 2021 in MIAMI, FL 33129 and a notice was left because an authorized recipient was not available. You may arrange redelivery by using the Schedule a Redelivery feature on this page or may pick up the item at the Post Office indicated on the notice beginning February 2, 2021. If this item is unclaimed by February 16, 2021 then it will be returned to sender.

Feedback

Delivery Attempt: Action Needed

February 1, 2021 at 5:28 pm  
Notice Left (No Authorized Recipient Available)  
MIAMI, FL 33129

Schedule Redelivery ▾

Text & Email Updates	▾
Schedule Redelivery	▾
Tracking History	▾
Product Information	▾



**See Less** ^

## **Can't find what you're looking for?**

Go to our FAQs section to find answers to your tracking questions.

**FAQs**

**Feedback**



CITY OF CORAL GABLES  
DEVELOPMENT SERVICES DEPARTMENT  
Affidavit of Posting

Title of Document Posted: Notice of Unsafe Structure Violation

I, FRANCISCO FERNANDEZ, DO HEREBY SWEAR/AFFIRM THAT  
THE AFOREMENTIONED NOTICE WAS PERSONALLY POSTED, BY ME, AT THE  
ADDRESS OF 401 Perugia Ave, ON January 26, 2021 AT 8:57 AM.

FRANCISCO FERNANDEZ  
Employee's Printed Name

[Signature]  
Employee's Signature

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

Sworn to (or affirmed) and subscribed before me this 26 day of January, in  
the year 2021, by Francisco Fernandez who is personally known to  
me.

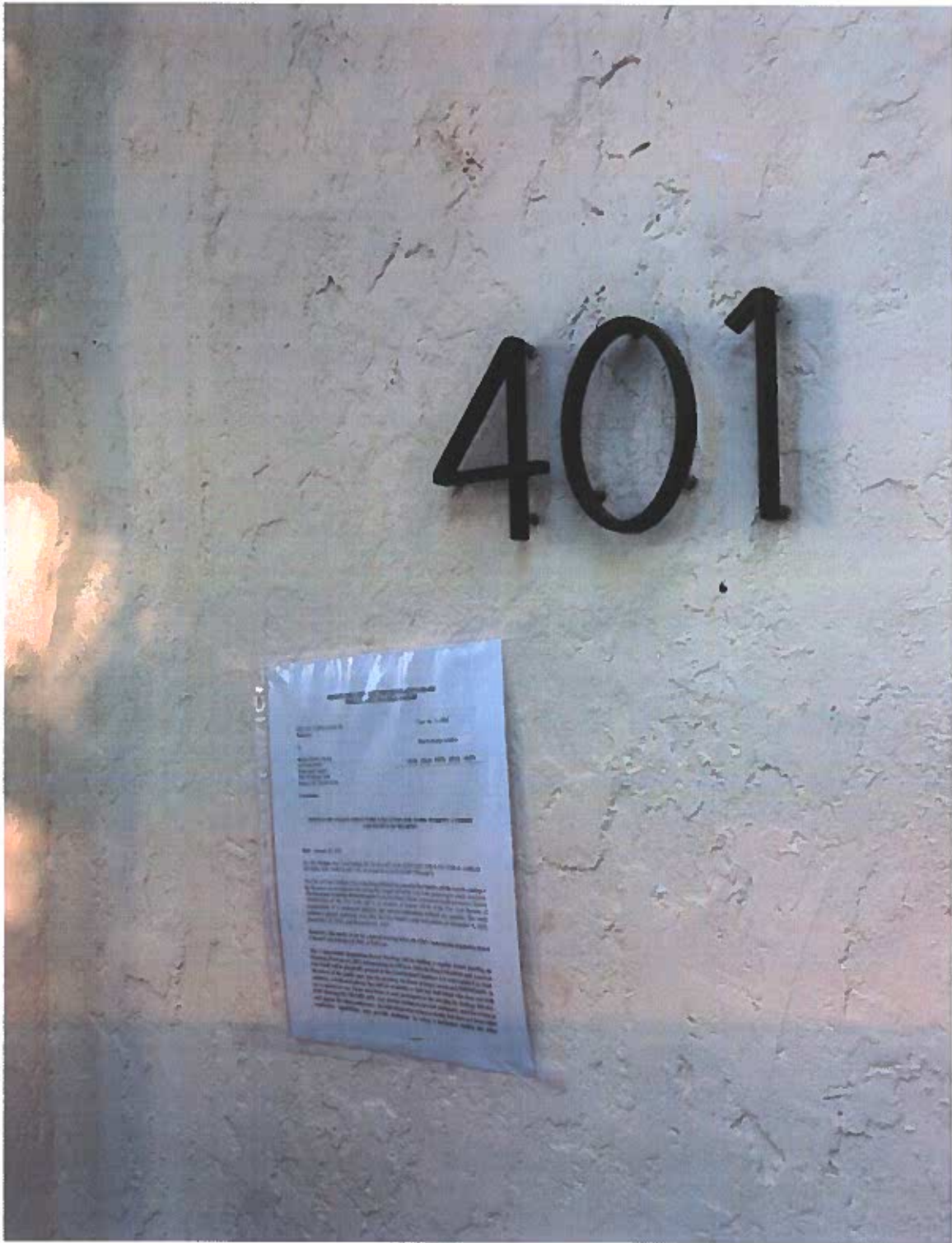
My Commission Expires: Jun 1, 2021



[Signature]  
Notary Public

CITY'S

EXHIBIT 7



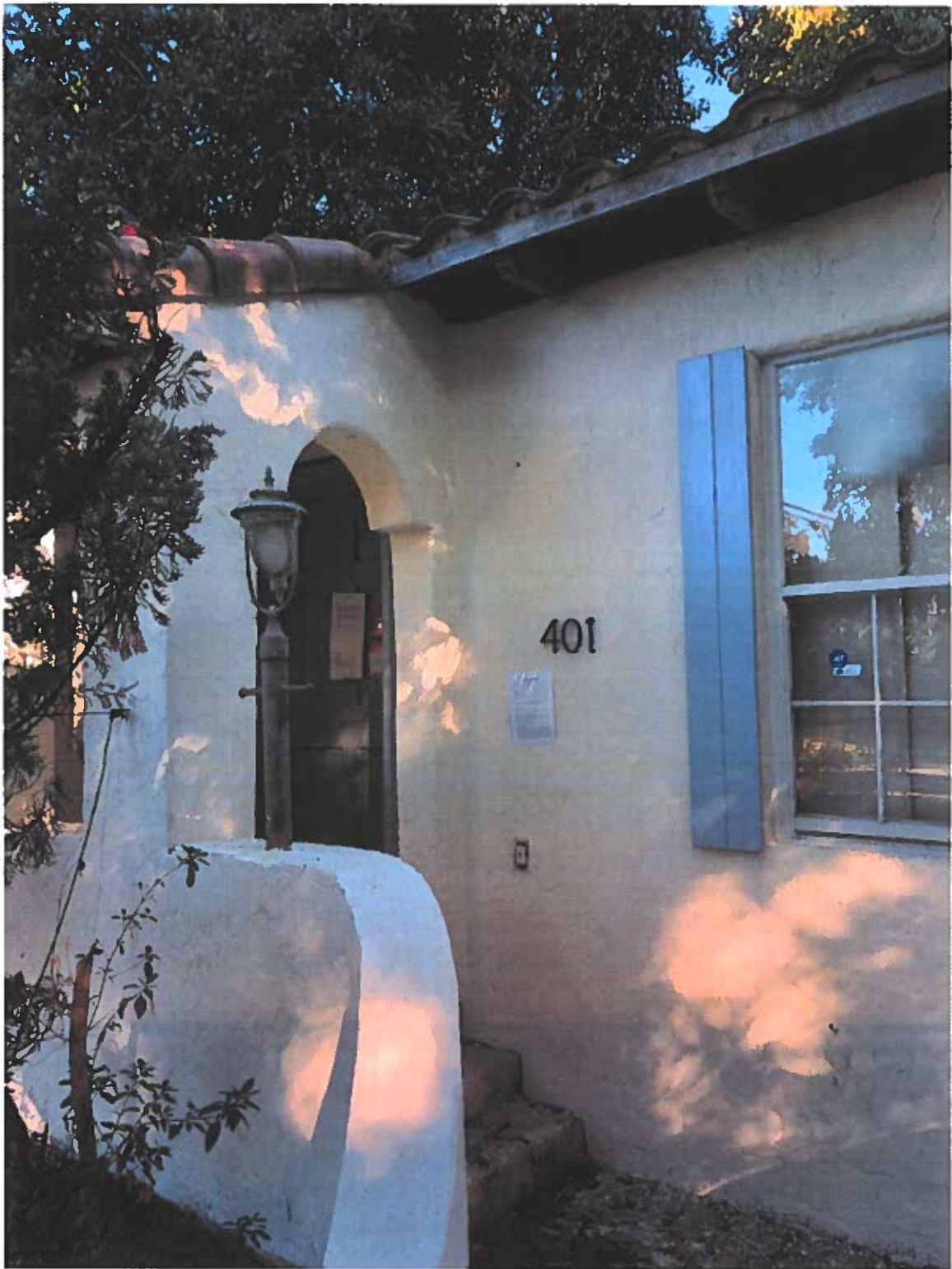
CITY'S

EXHIBIT

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Prepared by:

Mary Lou Rodon, Esq.  
Rodon Law, PLLC  
201 Alhambra Circle, #504  
Coral Gables, FL 33134  
(305) 445-8881  
File No 20-11-1679

Return to:

Eric van de Vlugt, Esq.  
Feldman & van der Vlugt, P.A.  
1111 Kane Concourse, #209  
Bay Harbor Islands, FL 33154  
(305) 865-5718

[Space Above This Line For Recording Data]

## WARRANTY DEED

(STATUTORY FORM – SECTION 689.02, F.S.)

This indenture made the 16 day of November, 2020 between **Ronald R. Williams, a married man**, whose post office address is **2230 Sandra Drive, Sarasota, FL 34231**, of the County of Sarasota, State of Florida, Grantor, to **Holem Realty Group, LLC, a Florida Limited Liability Company**, whose post office address is **2011 South Miami Avenue, Miami, FL 33129**, of the County of Miami-Dade, State of Florida, Grantee:

**Witnesseth**, that said Grantor, for and in consideration of the sum of TEN DOLLARS (U.S.\$10.00) and other good and valuable considerations to said Grantor in hand paid by said Grantee, the receipt whereof is hereby acknowledged, has granted, bargained, and sold to the said Grantee, and Grantee's heirs and assigns forever, the following described land, situate, lying and being in Miami-Dade, Florida, to-wit:

**The South 22 feet of Lot 15, and all of Lot 16, Block 105, REVISED PLAT CORAL GABLES RIVIERA SECTION PART 2, according to the Plat thereof, as recorded in Plat Book 28, Page 18, of the Public Records of Miami-Dade County, Florida.**

Parcel Identification No 03-4120-023-3780

a/k/a 401 Perugia Avenue, Coral Gables, FL 33146-2851

**Grantor warrants** that at the time of this conveyance, the subject property is not the Grantor's homestead within the meaning set forth in the constitution of the State of Florida, nor is it contiguous to or a part of a homestead property. Grantor's residence and homestead address is: 2230 Sandra Drive, Sarasota, FL 34231.

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

**Subject to** taxes for 2020 and subsequent years, not yet due and payable; covenants, restrictions, easements, reservations and limitations of record, if any, without reimposing same.

**TO HAVE AND TO HOLD** the same in fee simple forever.

CITY'S

[SIGNATURES ON PAGE TWO (2)]

EXHIBIT

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[Space Above This Line For Recording Data]

Parcel Identification No 03-4120-023-3780

And Grantor hereby covenants with the Grantee that the Grantor is lawfully seized of said land in fee simple, that Grantor has good right and lawful authority to sell and convey said land and that the Grantor hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever.

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

Signed, sealed and delivered in our presence:

Mark Kapusta  
 Print Name: Mark Kapusta  
Craig Kroeger  
 Print Name: CRAIG KROEGER

Ronald R. Williams  
 Ronald R. Williams

STATE OF FLORIDA  
 COUNTY OF SARASOTA

The foregoing instrument was acknowledged before me by means of (X) physical presence or ( ) online notarization this 16 day of November, 2020, by Ronald R. Williams.

Craig Kroeger  
 Signature of Notary Public  
 Print, Type/Stamp Name of Notary



Personally Known: \_\_\_\_\_ OR Produced Identification: X  
 Type of Identification  
 Produced: 1b





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

## Detail by Entity Name

Florida Limited Liability Company  
HOLEM REALTY GROUP LLC

### Filing Information

<b>Document Number</b>	L11000134744
<b>FEI/EIN Number</b>	45-3962025
<b>Date Filed</b>	11/29/2011
<b>State</b>	FL
<b>Status</b>	ACTIVE
<b>Last Event</b>	LC AMENDMENT
<b>Event Date Filed</b>	07/18/2019
<b>Event Effective Date</b>	NONE

### Principal Address

2011 S MIAMI AVE  
MIAMI, FL 33129

Changed: 06/23/2020

### Mailing Address

2011 S MIAMI AVE  
MIAMI, FL 33129

Changed: 06/23/2020

### Registered Agent Name & Address

MELO, FRANZ  
2011 S MIAMI AVE  
MIAMI, FL 33129

Address Changed: 06/23/2020

### Authorized Person(s) Detail

#### **Name & Address**

Title MGR

MELO, FRANZ  
2011 S MIAMI AVE  
MIAMI, FL 33129

Title MGR

MELO, SARA  
2011 S MIAMI AVE  
MIAMI, FL 33129

#### Annual Reports

Report Year	Filed Date
2019	04/29/2019
2019	07/18/2019
2020	06/23/2020

#### Document Images

<a href="#">06/23/2020 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">07/18/2019 -- AMENDED ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">07/18/2019 -- LC Amendment</a>	<a href="#">View image in PDF format</a>
<a href="#">04/29/2019 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">04/25/2018 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">02/01/2017 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">04/20/2016 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">03/18/2015 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">01/10/2014 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">04/22/2013 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">09/28/2012 -- LC Amendment</a>	<a href="#">View image in PDF format</a>
<a href="#">04/05/2012 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">11/29/2011 -- Florida Limited Liability</a>	<a href="#">View image in PDF format</a>

Return To:

LONG BEACH MORTGAGE COMPANY  
P.O. BOX 201085  
STOCKTON, CA 95202

CFN 2004R0837034  
OR Bk 22679 Pgs 2819 - 2838; (20pgs)  
RECORDED 09/24/2004 11:08:02  
MTG DOC TAX 1,155.00  
INTANG TAX 660.00  
HARVEY RUVIN, CLERK OF COURT  
MIAMI-DADE COUNTY, FLORIDA

This document was prepared by:

LOAN NO. 6305810-7897

[Space Above This Line For Recording Data]

## MORTGAGE

### DEFINITIONS

Words used in multiple sections of this document are defined below and other words are defined in Sections 3, 11, 13, 18, 20 and 21. Certain rules regarding the usage of words used in this document are also provided in Section 16.

(A) "Security Instrument" means this document, which is dated September 10, 2004, together with all Riders to this document.

(B) "Borrower" is  
RICHARD ALAN WILLIAMS

Borrower is the mortgagor under this Security Instrument.

(C) "Lender" is LONG BEACH MORTGAGE COMPANY

Lender is a corporation  
organized and existing under the laws of the State of Delaware

FLORIDA-Single Family-Fannie Mae/Freddie Mac UNIFORM INSTRUMENT

Form 3010 1/01

USMP - 6(FI) 100051.01

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Initials: *RAW*

VMP MORTGAGE FORMS - (800)621-7291  
TDFL01 (04/02/04) PC



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Lender's address is 1400 S. DOUGLASS RD., SUITE 100,  
ANAHEIM, CA 92806

Lender is the mortgagee under this Security Instrument.

(D) "Note" means the promissory note signed by Borrower and dated September 10, 2004.  
The Note states that Borrower owes Lender

Three Hundred Thirty Thousand and no/100----- Dollars  
(U.S. \$ 330,000.00 ) plus interest. Borrower has promised to pay this debt in regular Periodic  
Payments and to pay the debt in full not later than October 1, 2034 .

(E) "Property" means the property that is described below under the heading "Transfer of Rights in the  
Property."

(F) "Loan" means the debt evidenced by the Note, plus interest, any prepayment charges and late charges  
due under the Note, and all sums due under this Security Instrument, plus interest.

(G) "Riders" means all Riders to this Security Instrument that are executed by Borrower. The following  
Riders are to be executed by Borrower [check box as applicable]:

- |   |   |   |
|---|---|---|
| <input checked="" type="checkbox"/> Adjustable Rate Rider | <input type="checkbox"/> Condominium Rider              | <input type="checkbox"/> Second Home Rider  |
| <input type="checkbox"/> Balloon Rider                    | <input type="checkbox"/> Planned Unit Development Rider | <input type="checkbox"/> 1-4 Family Rider   |
| <input type="checkbox"/> VA Rider                         | <input type="checkbox"/> Biweekly Payment Rider         | <input type="checkbox"/> Other(s) [specify] |

(H) "Applicable Law" means all controlling applicable federal, state and local statutes, regulations,  
ordinances and administrative rules and orders (that have the effect of law) as well as all applicable final,  
non-appealable judicial opinions.

(I) "Community Association Dues, Fees, and Assessments" means all dues, fees, assessments and other  
charges that are imposed on Borrower or the Property by a condominium association, homeowners  
association or similar organization.

(J) "Electronic Funds Transfer" means any transfer of funds, other than a transaction originated by  
check, draft, or similar paper instrument, which is initiated through an electronic terminal, telephonic  
instrument, computer, or magnetic tape so as to order, instruct, or authorize a financial institution to debit  
or credit an account. Such term includes, but is not limited to, point-of-sale transfers, automated teller  
machine transactions, transfers initiated by telephone, wire transfers, and automated clearinghouse  
transfers.

(K) "Escrow Items" means those items that are described in Section 3.

(L) "Miscellaneous Proceeds" means any compensation, settlement, award of damages, or proceeds paid  
by any third party (other than insurance proceeds paid under the coverages described in Section 5) for: (i)  
damage to, or destruction of, the Property; (ii) condemnation or other taking of all or any part of the  
Property; (iii) conveyance in lieu of condemnation; or (iv) misrepresentations of, or omissions as to, the  
value and/or condition of the Property.

(M) "Mortgage Insurance" means insurance protecting Lender against the nonpayment of, or default on,  
the Loan.

(N) "Periodic Payment" means the regularly scheduled amount due for (i) principal and interest under the  
Note, plus (ii) any amounts under Section 3 of this Security Instrument.

1-5110-B (FL) (0005).01

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Loan No. 6305810-7897



(O) "RESPA" means the Real Estate Settlement Procedures Act (12 U.S.C. Section 2601 et seq.) and its implementing regulation, Regulation X (24 C.F.R. Part 3500), as they might be amended from time to time, or any additional or successor legislation or regulation that governs the same subject matter. As used in this Security Instrument, "RESPA" refers to all requirements and restrictions that are imposed in regard to a "federally related mortgage loan" even if the Loan does not qualify as a "federally related mortgage loan" under RESPA.

(P) "Successor in Interest of Borrower" means any party that has taken title to the Property, whether or not that party has assumed Borrower's obligations under the Note and/or this Security Instrument.

#### TRANSFER OF RIGHTS IN THE PROPERTY

This Security Instrument secures to Lender: (i) the repayment of the Loan, and all renewals, extensions and modifications of the Note; and (ii) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower does hereby mortgage, grant and convey to Lender, the following described property located in the County [Type of Recording Jurisdiction] of DADE [Name of Recording Jurisdiction]:  
LEGAL DESCRIPTION ATTACHED HERETO AND MADE A PART HEREOF

Parcel ID Number:  
401 PERUGIA AVENUE  
CORAL GABLES  
("Property Address"):

which currently has the address of  
[City], Florida 33146 [Zip Code]

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

Initials: 

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

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

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

**1. Payment of Principal, Interest, Escrow Items, Prepayment Charges, and Late Charges.** Borrower shall pay when due the principal of, and interest on, the debt evidenced by the Note and any prepayment charges and late charges due under the Note. Borrower shall also pay funds for Escrow Items pursuant to Section 3. Payments due under the Note and this Security Instrument shall be made in U.S. currency. However, if any check or other instrument received by Lender as payment under the Note or this Security Instrument is returned to Lender unpaid, Lender may require that any or all subsequent payments due under the Note and this Security Instrument be made in one or more of the following forms, as selected by Lender: (a) cash; (b) money order; (c) certified check, bank check, treasurer's check or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a federal agency, instrumentality, or entity; or (d) Electronic Funds Transfer.

Payments are deemed received by Lender when received at the location designated in the Note or at such other location as may be designated by Lender in accordance with the notice provisions in Section 15. Lender may return any payment or partial payment if the payment or partial payments are insufficient to bring the Loan current. Lender may accept any payment or partial payment insufficient to bring the Loan current, without waiver of any rights hereunder or prejudice to its rights to refuse such payment or partial payments in the future, but Lender is not obligated to apply such payments at the time such payments are accepted. If each Periodic Payment is applied as of its scheduled due date, then Lender need not pay interest on unapplied funds. Lender may hold such unapplied funds until Borrower makes payment to bring the Loan current. If Borrower does not do so within a reasonable period of time, Lender shall either apply such funds or return them to Borrower. If not applied earlier, such funds will be applied to the outstanding principal balance under the Note immediately prior to foreclosure. No offset or claim which Borrower might have now or in the future against Lender shall relieve Borrower from making payments due under the Note and this Security Instrument or performing the covenants and agreements secured by this Security Instrument.

**2. Application of Payments or Proceeds.** Except as otherwise described in this Section 2, all payments accepted and applied by Lender shall be applied in the following order of priority: (a) interest due under the Note; (b) principal due under the Note; (c) amounts due under Section 3. Such payments shall be applied to each Periodic Payment in the order in which it became due. Any remaining amounts shall be applied first to late charges, second to any other amounts due under this Security Instrument, and then to reduce the principal balance of the Note.

If Lender receives a payment from Borrower for a delinquent Periodic Payment which includes a sufficient amount to pay any late charge due, the payment may be applied to the delinquent payment and the late charge. If more than one Periodic Payment is outstanding, Lender may apply any payment received from Borrower to the repayment of the Periodic Payments if, and to the extent that, each payment

can be paid in full. To the extent that any excess exists after the payment is applied to the full payment of one or more Periodic Payments, such excess may be applied to any late charges due. Voluntary prepayments shall be applied first to any prepayment charges and then as described in the Note.

Any application of payments, insurance proceeds, or Miscellaneous Proceeds to principal due under the Note shall not extend or postpone the due date, or change the amount, of the Periodic Payments.

**3. Funds for Escrow Items.** Borrower shall pay to Lender on the day Periodic Payments are due under the Note, until the Note is paid in full, a sum (the "Funds") to provide for payment of amounts due for: (a) taxes and assessments and other items which can attain priority over this Security Instrument as a lien or encumbrance on the Property; (b) leasehold payments or ground rents on the Property, if any; (c) premiums for any and all insurance required by Lender under Section 5; and (d) Mortgage Insurance premiums, if any, or any sums payable by Borrower to Lender in lieu of the payment of Mortgage Insurance premiums in accordance with the provisions of Section 10. These items are called "Escrow Items." At origination or at any time during the term of the Loan, Lender may require that Community Association Dues, Fees, and Assessments, if any, be escrowed by Borrower, and such dues, fees and assessments shall be an Escrow Item. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this Section. Borrower shall pay Lender the Funds for Escrow Items unless Lender waives Borrower's obligation to pay the Funds for any or all Escrow Items. Lender may waive Borrower's obligation to pay to Lender Funds for any or all Escrow Items at any time. Any such waiver may only be in writing. In the event of such waiver, Borrower shall pay directly, when and where payable, the amounts due for any Escrow Items for which payment of Funds has been waived by Lender and, if Lender requires, shall furnish to Lender receipts evidencing such payment within such time period as Lender may require. Borrower's obligation to make such payments and to provide receipts shall for all purposes be deemed to be a covenant and agreement contained in this Security Instrument, as the phrase "covenant and agreement" is used in Section 9. If Borrower is obligated to pay Escrow Items directly, pursuant to a waiver, and Borrower fails to pay the amount due for an Escrow Item, Lender may exercise its rights under Section 9 and pay such amount and Borrower shall then be obligated under Section 9 to repay to Lender any such amount. Lender may revoke the waiver as to any or all Escrow Items at any time by a notice given in accordance with Section 15 and, upon such revocation, Borrower shall pay to Lender all Funds, and in such amounts, that are then required under this Section 3.

Lender may, at any time, collect and hold Funds in an amount (a) sufficient to permit Lender to apply the Funds at the time specified under RESPA, and (b) not to exceed the maximum amount a lender can require under RESPA. Lender shall estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future Escrow Items or otherwise in accordance with Applicable Law.

The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or entity (including Lender, if Lender is an institution whose deposits are so insured) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the Escrow Items no later than the time specified under RESPA. Lender shall not charge Borrower for holding and applying the Funds, annually analyzing the escrow account, or verifying the Escrow Items, unless Lender pays Borrower interest on the Funds and Applicable Law permits Lender to make such a charge. Unless an agreement is made in writing or Applicable Law requires interest to be paid on the Funds, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Borrower and Lender can agree in writing, however, that interest

shall be paid on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds as required by RESPA.

If there is a surplus of Funds held in escrow, as defined under RESPA, Lender shall account to Borrower for the excess funds in accordance with RESPA. If there is a shortage of Funds held in escrow, as defined under RESPA, Lender shall notify Borrower as required by RESPA, and Borrower shall pay to Lender the amount necessary to make up the shortage in accordance with RESPA, but in no more than 12 monthly payments. If there is a deficiency of Funds held in escrow, as defined under RESPA, Lender shall notify Borrower as required by RESPA, and Borrower shall pay to Lender the amount necessary to make up the deficiency in accordance with RESPA, but in no more than 12 monthly payments.

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender.

**4. Charges; Liens.** Borrower shall pay all taxes, assessments, charges, fines, and impositions attributable to the Property which can attain priority over this Security Instrument, leasehold payments or ground rents on the Property, if any, and Community Association Dues, Fees, and Assessments, if any. To the extent that these items are Escrow Items, Borrower shall pay them in the manner provided in Section 3.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender, but only so long as Borrower is performing such agreement; (b) contests the lien in good faith by, or defends against enforcement of the lien in, legal proceedings which in Lender's opinion operate to prevent the enforcement of the lien while those proceedings are pending, but only until such proceedings are concluded; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which can attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Within 10 days of the date on which that notice is given, Borrower shall satisfy the lien or take one or more of the actions set forth above in this Section 4.

Lender may require Borrower to pay a one-time charge for a real estate tax verification and/or reporting service used by Lender in connection with this Loan.

**5. Property Insurance.** Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage," and any other hazards including, but not limited to, earthquakes and floods, for which Lender requires insurance. This insurance shall be maintained in the amounts (including deductible levels) and for the periods that Lender requires. What Lender requires pursuant to the preceding sentences can change during the term of the Loan. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's right to disapprove Borrower's choice, which right shall not be exercised unreasonably. Lender may require Borrower to pay, in connection with this Loan, either: (a) a one-time charge for flood zone determination, certification and tracking services; or (b) a one-time charge for flood zone determination and certification services and subsequent charges each time remappings or similar changes occur which reasonably might affect such determination or certification. Borrower shall also be responsible for the payment of any fees imposed by the Federal Emergency Management Agency in connection with the review of any flood zone determination resulting from an objection by Borrower.



If Borrower fails to maintain any of the coverages described above, Lender may obtain insurance coverage, at Lender's option and Borrower's expense. Lender is under no obligation to purchase any particular type or amount of coverage. Therefore, such coverage shall cover Lender, but might or might not protect Borrower, Borrower's equity in the Property, or the contents of the Property, against any risk, hazard or liability and might provide greater or lesser coverage than was previously in effect. Borrower acknowledges that the cost of the insurance coverage so obtained might significantly exceed the cost of insurance that Borrower could have obtained. Any amounts disbursed by Lender under this Section 5 shall become additional debt of Borrower secured by this Security Instrument. These amounts shall bear interest at the Note rate from the date of disbursement and shall be payable, with such interest, upon notice from Lender to Borrower requesting payment.

All insurance policies required by Lender and renewals of such policies shall be subject to Lender's right to disapprove such policies, shall include a standard mortgage clause, and shall name Lender as mortgagee and/or as an additional loss payee. Lender shall have the right to hold the policies and renewal certificates. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. If Borrower obtains any form of insurance coverage, not otherwise required by Lender, for damage to, or destruction of, the Property, such policy shall include a standard mortgage clause and shall name Lender as mortgagee and/or as an additional loss payee.

In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower. Unless Lender and Borrower otherwise agree in writing, any insurance proceeds, whether or not the underlying insurance was required by Lender, shall be applied to restoration or repair of the Property, if the restoration or repair is economically feasible and Lender's security is not lessened. During such repair and restoration period, Lender shall have the right to hold such insurance proceeds until Lender has had an opportunity to inspect such Property to ensure the work has been completed to Lender's satisfaction, provided that such inspection shall be undertaken promptly. Lender may disburse proceeds for the repairs and restoration in a single payment or in a series of progress payments as the work is completed. Unless an agreement is made in writing or Applicable Law requires interest to be paid on such insurance proceeds, Lender shall not be required to pay Borrower any interest or earnings on such proceeds. Fees for public adjusters, or other third parties, retained by Borrower shall not be paid out of the insurance proceeds and shall be the sole obligation of Borrower. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower. Such insurance proceeds shall be applied in the order provided for in Section 2.

If Borrower abandons the Property, Lender may file, negotiate and settle any available insurance claim and related matters. If Borrower does not respond within 30 days to a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may negotiate and settle the claim. The 30-day period will begin when the notice is given. In either event, or if Lender acquires the Property under Section 22 or otherwise, Borrower hereby assigns to Lender (a) Borrower's rights to any insurance proceeds in an amount not to exceed the amounts unpaid under the Note or this Security Instrument, and (b) any other of Borrower's rights (other than the right to any refund of unearned premiums paid by Borrower) under all insurance policies covering the Property, insofar as such rights are applicable to the coverage of the Property. Lender may use the insurance proceeds either to repair or restore the Property or to pay amounts unpaid under the Note or this Security Instrument, whether or not then due.

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TDFL07 (04/02/04) PC

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Loan No. 6305810-7897

6. **Occupancy.** Borrower shall occupy, establish, and use the Property as Borrower's principal residence within 60 days after the execution of this Security Instrument and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless extenuating circumstances exist which are beyond Borrower's control.

7. **Preservation, Maintenance and Protection of the Property; Inspections.** Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate or commit waste on the Property. Whether or not Borrower is residing in the Property, Borrower shall maintain the Property in order to prevent the Property from deteriorating or decreasing in value due to its condition. Unless it is determined pursuant to Section 5 that repair or restoration is not economically feasible, Borrower shall promptly repair the Property if damaged to avoid further deterioration or damage. If insurance or condemnation proceeds are paid in connection with damage to, or the taking of, the Property, Borrower shall be responsible for repairing or restoring the Property only if Lender has released proceeds for such purposes. Lender may disburse proceeds for the repairs and restoration in a single payment or in a series of progress payments as the work is completed. If the insurance or condemnation proceeds are not sufficient to repair or restore the Property, Borrower is not relieved of Borrower's obligation for the completion of such repair or restoration.

Lender or its agent may make reasonable entries upon and inspections of the Property. If it has reasonable cause, Lender may inspect the interior of the improvements on the Property. Lender shall give Borrower notice at the time of or prior to such an interior inspection specifying such reasonable cause.

8. **Borrower's Loan Application.** Borrower shall be in default if, during the Loan application process, Borrower or any persons or entities acting at the direction of Borrower or with Borrower's knowledge or consent gave materially false, misleading, or inaccurate information or statements to Lender (or failed to provide Lender with material information) in connection with the Loan. Material representations include, but are not limited to, representations concerning Borrower's occupancy of the Property as Borrower's principal residence.

9. **Protection of Lender's Interest in the Property and Rights Under this Security Instrument.** If (a) Borrower fails to perform the covenants and agreements contained in this Security Instrument, (b) there is a legal proceeding that might significantly affect Lender's interest in the Property and/or rights under this Security Instrument (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture, for enforcement of a lien which may attain priority over this Security Instrument or to enforce laws or regulations), or (c) Borrower has abandoned the Property, then Lender may do and pay for whatever is reasonable or appropriate to protect Lender's interest in the Property and rights under this Security Instrument, including protecting and/or assessing the value of the Property, and securing and/or repairing the Property. Lender's actions can include, but are not limited to: (a) paying any sums secured by a lien which has priority over this Security Instrument; (b) appearing in court; and (c) paying reasonable attorneys' fees to protect its interest in the Property and/or rights under this Security Instrument, including its secured position in a bankruptcy proceeding. Securing the Property includes, but is not limited to, entering the Property to make repairs, change locks, replace or board up doors and windows, drain water from pipes, eliminate building or other code violations or dangerous conditions, and have utilities turned on or off. Although Lender may take action under this Section 9, Lender does not have to do so and is not under any duty or obligation to do so. It is agreed that Lender incurs no liability for not taking any or all actions authorized under this Section 9.

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TDPL08 (04/02/04) PC

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Loan No. 6305810-7897

Any amounts disbursed by Lender under this Section 9 shall become additional debt of Borrower secured by this Security Instrument. These amounts shall bear interest at the Note rate from the date of disbursement and shall be payable, with such interest, upon notice from Lender to Borrower requesting payment.

If this Security Instrument is on a leasehold, Borrower shall comply with all the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and the fee title shall not merge unless Lender agrees to the merger in writing.

**10. Mortgage Insurance.** If Lender required Mortgage Insurance as a condition of making the Loan, Borrower shall pay the premiums required to maintain the Mortgage Insurance in effect. If, for any reason, the Mortgage Insurance coverage required by Lender ceases to be available from the mortgage insurer that previously provided such insurance and Borrower was required to make separately designated payments toward the premiums for Mortgage Insurance, Borrower shall pay the premiums required to obtain coverage substantially equivalent to the Mortgage Insurance previously in effect, at a cost substantially equivalent to the cost to Borrower of the Mortgage Insurance previously in effect, from an alternate mortgage insurer selected by Lender. If substantially equivalent Mortgage Insurance coverage is not available, Borrower shall continue to pay to Lender the amount of the separately designated payments that were due when the insurance coverage ceased to be in effect. Lender will accept, use and retain these payments as a non-refundable loss reserve in lieu of Mortgage Insurance. Such loss reserve shall be non-refundable, notwithstanding the fact that the Loan is ultimately paid in full, and Lender shall not be required to pay Borrower any interest or earnings on such loss reserve. Lender can no longer require loss reserve payments if Mortgage Insurance coverage (in the amount and for the period that Lender requires) provided by an insurer selected by Lender again becomes available, is obtained, and Lender requires separately designated payments toward the premiums for Mortgage Insurance. If Lender required Mortgage Insurance as a condition of making the Loan and Borrower was required to make separately designated payments toward the premiums for Mortgage Insurance, Borrower shall pay the premiums required to maintain Mortgage Insurance in effect, or to provide a non-refundable loss reserve, until Lender's requirement for Mortgage Insurance ends in accordance with any written agreement between Borrower and Lender providing for such termination or until termination is required by Applicable Law. Nothing in this Section 10 affects Borrower's obligation to pay interest at the rate provided in the Note.

Mortgage Insurance reimburses Lender (or any entity that purchases the Note) for certain losses it may incur if Borrower does not repay the Loan as agreed. Borrower is not a party to the Mortgage Insurance.

Mortgage insurers evaluate their total risk on all such insurance in force from time to time, and may enter into agreements with other parties that share or modify their risk, or reduce losses. These agreements are on terms and conditions that are satisfactory to the mortgage insurer and the other party (or parties) to these agreements. These agreements may require the mortgage insurer to make payments using any source of funds that the mortgage insurer may have available (which may include funds obtained from Mortgage Insurance premiums).

As a result of these agreements, Lender, any purchaser of the Note, another insurer, any reinsurer, any other entity, or any affiliate of any of the foregoing, may receive (directly or indirectly) amounts that derive from (or might be characterized as) a portion of Borrower's payments for Mortgage Insurance, in exchange for sharing or modifying the mortgage insurer's risk, or reducing losses. If such agreement provides that an affiliate of Lender takes a share of the insurer's risk in exchange for a share of the premiums paid to the insurer, the arrangement is often termed "captive reinsurance." Further:

(a) Any such agreements will not affect the amounts that Borrower has agreed to pay for Mortgage Insurance, or any other terms of the Loan. Such agreements will not increase the amount Borrower will owe for Mortgage Insurance, and they will not entitle Borrower to any refund.

(b) Any such agreements will not affect the rights Borrower has - if any - with respect to the Mortgage Insurance under the Homeowners Protection Act of 1998 or any other law. These rights may include the right to receive certain disclosures, to request and obtain cancellation of the Mortgage Insurance, to have the Mortgage Insurance terminated automatically, and/or to receive a refund of any Mortgage Insurance premiums that were unearned at the time of such cancellation or termination.

**11. Assignment of Miscellaneous Proceeds; Forfeiture.** All Miscellaneous Proceeds are hereby assigned to and shall be paid to Lender.

If the Property is damaged, such Miscellaneous Proceeds shall be applied to restoration or repair of the Property, if the restoration or repair is economically feasible and Lender's security is not lessened. During such repair and restoration period, Lender shall have the right to hold such Miscellaneous Proceeds until Lender has had an opportunity to inspect such Property to ensure the work has been completed to Lender's satisfaction, provided that such inspection shall be undertaken promptly. Lender may pay for the repairs and restoration in a single disbursement or in a series of progress payments as the work is completed. Unless an agreement is made in writing or Applicable Law requires interest to be paid on such Miscellaneous Proceeds, Lender shall not be required to pay Borrower any interest or earnings on such Miscellaneous Proceeds. If the restoration or repair is not economically feasible or Lender's security would be lessened, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower. Such Miscellaneous Proceeds shall be applied in the order provided for in Section 2.

In the event of a total taking, destruction, or loss in value of the Property, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower.

In the event of a partial taking, destruction, or loss in value of the Property in which the fair market value of the Property immediately before the partial taking, destruction, or loss in value is equal to or greater than the amount of the sums secured by this Security Instrument immediately before the partial taking, destruction, or loss in value, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the Miscellaneous Proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the partial taking, destruction, or loss in value divided by (b) the fair market value of the Property immediately before the partial taking, destruction, or loss in value. Any balance shall be paid to Borrower.

In the event of a partial taking, destruction, or loss in value of the Property in which the fair market value of the Property immediately before the partial taking, destruction, or loss in value is less than the amount of the sums secured immediately before the partial taking, destruction, or loss in value, unless Borrower and Lender otherwise agree in writing, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument whether or not the sums are then due.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the Opposing Party (as defined in the next sentence) offers to make an award to settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date the notice is given, Lender is authorized to collect and apply the Miscellaneous Proceeds either to restoration or repair of the Property or to the sums secured by this Security Instrument, whether or not then due. "Opposing Party" means the third party that owes Borrower Miscellaneous Proceeds or the party against whom Borrower has a right of action in regard to Miscellaneous Proceeds.

Borrower shall be in default if any action or proceeding, whether civil or criminal, is begun that, in Lender's judgment, could result in forfeiture of the Property or other material impairment of Lender's interest in the Property or rights under this Security Instrument. Borrower can cure such a default and, if acceleration has occurred, reinstate as provided in Section 19, by causing the action or proceeding to be dismissed with a ruling that, in Lender's judgment, precludes forfeiture of the Property or other material impairment of Lender's interest in the Property or rights under this Security Instrument. The proceeds of



any award or claim for damages that are attributable to the impairment of Lender's interest in the Property are hereby assigned and shall be paid to Lender.

All Miscellaneous Proceeds that are not applied to restoration or repair of the Property shall be applied in the order provided for in Section 2.

**12. Borrower Not Released; Forbearance By Lender Not a Waiver.** Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to Borrower or any Successor in Interest of Borrower shall not operate to release the liability of Borrower or any Successors in Interest of Borrower. Lender shall not be required to commence proceedings against any Successor in Interest of Borrower or to refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or any Successors in Interest of Borrower. Any forbearance by Lender in exercising any right or remedy including, without limitation, Lender's acceptance of payments from third persons, entities or Successors in Interest of Borrower or in amounts less than the amount then due, shall not be a waiver of or preclude the exercise of any right or remedy.

**13. Joint and Several Liability; Co-signers; Successors and Assigns Bound.** Borrower covenants and agrees that Borrower's obligations and liability shall be joint and several. However, any Borrower who co-signs this Security Instrument but does not execute the Note (a "co-signer"): (a) is co-signing this Security Instrument only to mortgage, grant and convey the co-signer's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower can agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without the co-signer's consent.

Subject to the provisions of Section 18, any Successor in Interest of Borrower who assumes Borrower's obligations under this Security Instrument in writing, and is approved by Lender, shall obtain all of Borrower's rights and benefits under this Security Instrument. Borrower shall not be released from Borrower's obligations and liability under this Security Instrument unless Lender agrees to such release in writing. The covenants and agreements of this Security Instrument shall bind (except as provided in Section 20) and benefit the successors and assigns of Lender.

**14. Loan Charges.** Lender may charge Borrower fees for services performed in connection with Borrower's default, for the purpose of protecting Lender's interest in the Property and rights under this Security Instrument, including, but not limited to, attorneys' fees, property inspection and valuation fees. In regard to any other fees, the absence of express authority in this Security Instrument to charge a specific fee to Borrower shall not be construed as a prohibition on the charging of such fee. Lender may not charge fees that are expressly prohibited by this Security Instrument or by Applicable Law.

If the Loan is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the Loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge (whether or not a prepayment charge is provided for under the Note). Borrower's acceptance of any such refund made by direct payment to Borrower will constitute a waiver of any right of action Borrower might have arising out of such overcharge.

**15. Notices.** All notices given by Borrower or Lender in connection with this Security Instrument must be in writing. Any notice to Borrower in connection with this Security Instrument shall be deemed to have been given to Borrower when mailed by first class mail or when actually delivered to Borrower's notice address if sent by other means. Notice to any one Borrower shall constitute notice to all Borrowers

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Initials: 

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Loan No. 6305810-7897

unless Applicable Law expressly requires otherwise. The notice address shall be the Property Address unless Borrower has designated a substitute notice address by notice to Lender. Borrower shall promptly notify Lender of Borrower's change of address. If Lender specifies a procedure for reporting Borrower's change of address, then Borrower shall only report a change of address through that specified procedure. There may be only one designated notice address under this Security Instrument at any one time. Any notice to Lender shall be given by delivering it or by mailing it by first class mail to Lender's address stated herein unless Lender has designated another address by notice to Borrower. Any notice in connection with this Security Instrument shall not be deemed to have been given to Lender until actually received by Lender. If any notice required by this Security Instrument is also required under Applicable Law, the Applicable Law requirement will satisfy the corresponding requirement under this Security Instrument.

**16. Governing Law; Severability; Rules of Construction.** This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. All rights and obligations contained in this Security Instrument are subject to any requirements and limitations of Applicable Law. Applicable Law might explicitly or implicitly allow the parties to agree by contract or it might be silent, but such silence shall not be construed as a prohibition against agreement by contract. In the event that any provision or clause of this Security Instrument or the Note conflicts with Applicable Law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision.

As used in this Security Instrument: (a) words of the masculine gender shall mean and include corresponding neuter words or words of the feminine gender; (b) words in the singular shall mean and include the plural and vice versa; and (c) the word "may" gives sole discretion without any obligation to take any action.

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

**18. Transfer of the Property or a Beneficial Interest in Borrower.** As used in this Section 18, "Interest in the Property" means any legal or beneficial interest in the Property, including, but not limited to, those beneficial interests transferred in a bond for deed, contract for deed, installment sales contract or escrow agreement, the intent of which is the transfer of title by Borrower at a future date to a purchaser.

If all or any part of the Property or any Interest in the Property is sold or transferred (or if Borrower is not a natural person and a beneficial interest in Borrower is sold or transferred) without Lender's prior written consent, Lender may require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if such exercise is prohibited by Applicable Law.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is given in accordance with Section 15 within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

**19. Borrower's Right to Reinstate After Acceleration.** If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earliest of: (a) five days before sale of the Property pursuant to any power of sale contained in this Security Instrument; (b) such other period as Applicable Law might specify for the termination of Borrower's right to reinstate; or (c) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note as if no acceleration had occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees, property inspection and valuation fees, and other fees incurred for the

purpose of protecting Lender's interest in the Property and rights under this Security Instrument; and (d) takes such action as Lender may reasonably require to assure that Lender's interest in the Property and rights under this Security Instrument, and Borrower's obligation to pay the sums secured by this Security Instrument, shall continue unchanged. Lender may require that Borrower pay such reinstatement sums and expenses in one or more of the following forms, as selected by Lender: (a) cash; (b) money order; (c) certified check, bank check, treasurer's check or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a federal agency, instrumentality or entity; or (d) Electronic Funds Transfer. Upon reinstatement by Borrower, this Security Instrument and obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under Section 18.

**20. Sale of Note; Change of Loan Servicer; Notice of Grievance.** The Note or a partial interest in the Note (together with this Security Instrument) can be sold one or more times without prior notice to Borrower. A sale might result in a change in the entity (known as the "Loan Servicer") that collects Periodic Payments due under the Note and this Security Instrument and performs other mortgage loan servicing obligations under the Note, this Security Instrument, and Applicable Law. There also might be one or more changes of the Loan Servicer unrelated to a sale of the Note. If there is a change of the Loan Servicer, Borrower will be given written notice of the change which will state the name and address of the new Loan Servicer, the address to which payments should be made and any other information RESPA requires in connection with a notice of transfer of servicing. If the Note is sold and thereafter the Loan is serviced by a Loan Servicer other than the purchaser of the Note, the mortgage loan servicing obligations to Borrower will remain with the Loan Servicer or be transferred to a successor Loan Servicer and are not assumed by the Note purchaser unless otherwise provided by the Note purchaser.

Neither Borrower nor Lender may commence, join, or be joined to any judicial action (as either an individual litigant or the member of a class) that arises from the other party's actions pursuant to this Security Instrument or that alleges that the other party has breached any provision of, or any duty owed by reason of, this Security Instrument, until such Borrower or Lender has notified the other party (with such notice given in compliance with the requirements of Section 15) of such alleged breach and afforded the other party hereto a reasonable period after the giving of such notice to take corrective action. If Applicable Law provides a time period which must elapse before certain action can be taken, that time period will be deemed to be reasonable for purposes of this paragraph. The notice of acceleration and opportunity to cure given to Borrower pursuant to Section 22 and the notice of acceleration given to Borrower pursuant to Section 18 shall be deemed to satisfy the notice and opportunity to take corrective action provisions of this Section 20.

**21. Hazardous Substances.** As used in this Section 21: (a) "Hazardous Substances" are those substances defined as toxic or hazardous substances, pollutants, or wastes by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials; (b) "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection; (c) "Environmental Cleanup" includes any response action, remedial action, or removal action, as defined in Environmental Law; and (d) an "Environmental Condition" means a condition that can cause, contribute to, or otherwise trigger an Environmental Cleanup.

Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances, or threaten to release any Hazardous Substances, on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property (a) that is in violation of any Environmental Law, (b) which creates an Environmental Condition, or (c) which, due to the presence, use, or release of a Hazardous Substance, creates a condition that adversely affects the value of the Property. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property (including, but not limited to, hazardous substances in consumer products).

Borrower shall promptly give Lender written notice of (a) any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge, (b) any Environmental Condition, including but not limited to, any spilling, leaking, discharge, release or threat of release of any Hazardous Substance, and (c) any condition caused by the presence, use or release of a Hazardous Substance which adversely affects the value of the Property. If Borrower learns, or is notified by any governmental or regulatory authority, or any private party, that any removal or other remediation of any Hazardous Substance affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law. Nothing herein shall create any obligation on Lender for an Environmental Cleanup.

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

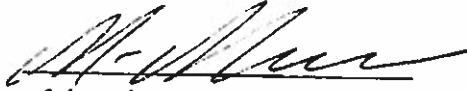
**22. Acceleration; Remedies.** Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under Section 18 unless Applicable Law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument, foreclosure by judicial proceeding and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the non-existence of a default or any other defense of Borrower to acceleration and foreclosure. If the default is not cured on or before the date specified in the notice, Lender at its option may require immediate payment in full of all sums secured by this Security Instrument without further demand and may foreclose this Security Instrument by judicial proceeding. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this Section 22, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

**23. Release.** Upon payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument. Borrower shall pay any recordation costs. Lender may charge Borrower a fee for releasing this Security Instrument, but only if the fee is paid to a third party for services rendered and the charging of the fee is permitted under Applicable Law.


**24. Attorneys' Fees.** As used in this Security Instrument and the Note, attorneys' fees shall include those awarded by an appellate court and any attorneys' fees incurred in a bankruptcy proceeding.

**25. Jury Trial Waiver.** The Borrower hereby waives any right to a trial by jury in any action, proceeding, claim, or counterclaim, whether in contract or tort, at law or in equity, arising out of or in any way related to this Security Instrument or the Note.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and in any Rider executed by Borrower and recorded with it.  
Signed, sealed and delivered in the presence of:

  
M. D. McRae

 (Seal)  
RICHARD ALAN WILLIAMS -Borrower

  
Ernesto Martinez Jr.

(Address)

(Seal)  
-Borrower

(Address)

(Seal)  
-Borrower

(Seal)  
-Borrower

(Address)

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-Borrower

(Address)

(Address)

(Seal)  
-Borrower

(Seal)  
-Borrower

(Address)

(Address)



STATE OF FLORIDA,

The foregoing instrument was acknowledged before me this

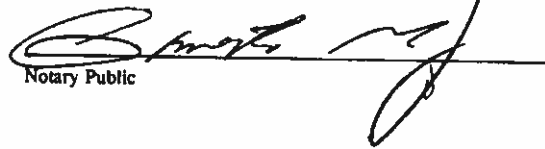
*Richard Alan Williams*

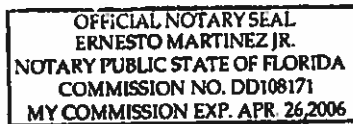
County ss:

*Miami-Dade*  
*September 10, 2004* by

who is personally known to me or who has produced

*Driver's License* as identification.

  
Notary Public



The Lender will then determine the amount of the monthly payment that would be sufficient to repay the unpaid principal balance as of the Change Date in full on the Maturity Date at the new interest rate in substantially equal payments. The result of this calculation will be the new monthly payment.

**(d) Limits on Interest Rate Changes**

The interest rate at the first Change Date will not be greater than **5.750** % or less than **6.750** % or less than **5.750** %. Thereafter, the adjustable interest rate will never be increased or decreased on any single Change Date by more than **One** percentage points ( **1.000** %) from the rate of interest applicable during the preceding 6 months. The adjustable interest rate will never be greater than **11.750** %, which is called the "Maximum Rate" or less than **5.750** % which is called the "Minimum Rate".

**(e) Effective Date of Changes**

Each new adjustable interest rate will become effective on each Change Date. The amount of each new monthly payment will be due and payable on the first monthly payment date after the Change Date until the amount of the monthly payment changes again.

**(f) Notice of Changes**

The Lender will deliver or mail a notice of any changes in the adjustable interest rate and the amount of the new monthly payment to the Borrower before the effective date of any change. The notice will include information required by law to be given to the Borrower and also the title and telephone number of a person who will answer any questions regarding the notice.

**B. TRANSFER OF THE PROPERTY OR A BENEFICIAL INTEREST IN BORROWER**

1. Until Borrower's initial fixed interest rate changes to an adjustable interest rate under the terms stated in Section A above, Uniform Covenant 17 of the Security Instrument provides as follows:


**Transfer of the Property or a Beneficial Interest in Borrower.** If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Security Instrument.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

2. When Borrower's initial fixed interest rate changes to an adjustable interest rate under the terms stated in Section A above, Uniform Covenant 17 of the Security Instrument contained in Section B(1) above shall then cease to be in effect, and Uniform Covenant 17 of the Security Instrument shall be amended to read as follows:

**Transfer of the Property or a Beneficial Interest in Borrower.** If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date

Florida Fixed/Adjustable Rate Rider - Libor - Single Family

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Loan No. 6305810-7897



## FIXED/ADJUSTABLE RATE RIDER (LIBOR Index - Rate Caps)

THIS FIXED/ADJUSTABLE RATE RIDER is made on this **10th** day of **September**, **2004**, and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust or Security Deed (the "Security Instrument") of the same date given by the undersigned (the "Borrower") to secure Borrower's Fixed/Adjustable Rate Note (the "Note") to

**LONG BEACH MORTGAGE COMPANY**  
(the "Lender") of the same date and covering the property described in the Security Instrument and located at:

**401 PERUGIA AVENUE  
CORAL GABLES, FL 33146**

[Property Address]

**THE NOTE PROVIDES FOR A CHANGE IN THE BORROWER'S FIXED INTEREST RATE AND TO AN ADJUSTABLE INTEREST RATE. THE NOTE LIMITS THE AMOUNT THE BORROWER'S ADJUSTABLE RATE CAN CHANGE AT ANY ONE TIME AND THE MAXIMUM RATE THE BORROWER MUST PAY.**

**ADDITIONAL COVENANTS.** In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree as follows:

### **A. ADJUSTABLE RATE AND MONTHLY PAYMENT CHANGES**

The Note provides for an initial fixed interest rate of **5.750** %. The Note also provides for a change in the initial fixed rate to an adjustable interest rate, as follows:

#### **1. ADJUSTABLE INTEREST RATE AND MONTHLY PAYMENT CHANGES**

##### **(a) Change Dates**

The initial fixed interest rate will change to an adjustable interest rate on the first day of **October** **2006**, and on the first day of the month every 6th month thereafter. Each date on which the adjustable interest rate could change is called a "Change Date."


##### **(b) The Index**

Beginning with the first Change Date, the interest rate will be based on an Index. The "Index" is the average of the London interbank offered rates for six month dollar deposits in the London market based on quotations at five major banks ("LIBOR"), as set forth in the "Money Rates" section of *The Wall Street Journal*, or if the Money Rates section ceases to be published or becomes unavailable for any reason, then as set forth in a comparable publication selected by the Lender. The most recent Index figure available as of the date 45 days before each Change Date is called the "Current Index."

##### **(c) Calculation of Changes**

Before each Change Date, the Lender will calculate my new interest rate by adding **Four and One Fourth** percentage point(s) (**4.250** %) to the Current Index. The Lender will then round the result of this addition to the nearest one-eighth of one percentage point (0.125%). Subject to the limits stated in Section 1(d) on the following page, this rounded amount will be the new interest rate until the next Change Date.

Florida Fixed/Adjustable Rate Rider - Libor - Single Family

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ELECTRONIC LASER FORMS, INC. - (800)327-0545

Loan No. 6305810-7897 

of this Security Instrument. Lender also shall not exercise this option if: (a) Borrower causes to be submitted to Lender information required by Lender to evaluate the intended transferee as if a new loan were being made to the transferee; and (b) Lender reasonably determines that Lender's security will not be impaired by the loan assumption and that the risk of a breach of any covenant or agreement in this Security Instrument is acceptable to Lender.

To the extent permitted by applicable law, Lender may charge a reasonable fee as a condition to Lender's consent to the loan assumption. Lender also may require the transferee to sign an assumption agreement that is acceptable to Lender and that obligates the transferee to keep all the promises and agreements made in the Note and in this Security Instrument. Borrower will continue to be obligated under the Note and Security Instrument unless Lender releases Borrower in writing.

If Lender exercises the option to require immediate payment in full, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Fixed/Adjustable Rate Rider.

  
RICHARD ALAN WILLIAMS

(Seal)  
-Borrower

(Seal)  
-Borrower

(Seal)  
-Borrower

(Seal)  
-Borrower

[Sign Original Only]

Exhibit "A"

The South 22 feet of Lot 15, and all of Lot 16, Block 105, CORAL GABLES RIVIERA SECTION PART 2, REVISED PLAT, according to the Plat thereof, as recorded in Plat Book 28, at Page 18, of the Public Records of Dade County, Florida



**This instrument prepared by:**  
Matthew H. Jacobson, Esq.  
Carlton Fields, P.A.  
2 MiamiCentral  
700 NW 1st Avenue, Ste. 1200  
Miami, Florida 33136-4118

**Record and return to:**  
Eric van der Vlugt, Esq.  
Feldman & van der Vlugt, P.A.  
1111 Kane Concourse, Suite 209  
Bay Harbor Islands, FL 33154

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

THIS MORTGAGE, ASSIGNMENT OF RENTS AND SECURITY AGREEMENT is executed this 19 day of November, 2020 by and between **HOLEM REALTY GROUP LLC**, a Florida limited liability company, having an address located at 2011 S. Miami Avenue, Miami, Florida 33129 (hereinafter referred to as the "Mortgagor") and **RSMJ INVESTMENTS LLC**, a Florida limited liability company, whose address 3109 Grand Avenue, #254, Miami, Florida 33133, Attn: Matthew H. Jacobson, Esq. (hereinafter referred to as the "Mortgagee").

**WITNESSETH**

For good and valuable consideration and to secure the payment of an indebtedness in the aggregate sum of **THREE HUNDRED THOUSAND AND 00/100 DOLLARS (\$300,000.00)** or so much thereof as may be advanced, to be paid in accordance with a Promissory Note in the amount of \$300,000.00 of even date herewith made by Mortgagor payable to Mortgagee (hereinafter referred to as the "Note") together with interest thereon and any and all other notes secured by this Mortgage and all sums due or which may become due from Mortgagor to Mortgagee and any renewals, extensions, consolidations or modifications of all of the foregoing, Mortgagor does grant, mortgage and convey unto Mortgagee, its successors and assigns, in fee simple, all of that certain tract of land of which Mortgagor is now seized and possessed and in actual possession, situate in the County of Miami-Dade, State of Florida, which is more fully described in Exhibit "A" attached hereto and made a part hereof, together with the buildings and improvements thereon erected or to be erected (all hereinafter referred to as the "Premises");

**SEE EXHIBIT "A"**

**TOGETHER with the following property and rights:**

(a) All right, title and interest of Mortgagor in and to all leases or subleases covering the Premises or any portion thereof now or hereafter existing or entered into, and all right, title and interest of Mortgagor thereunder, including, without limitation, all cash or security deposits, advance rentals, and deposits or payments of similar nature;

(b) All right, title and interest of Mortgagor in and to all options to purchase or lease the Premises or any portion thereof or interest therein, and any greater estate in the Premises owned or hereafter acquired;

(c) All interests, estate or other claims, both in law and in equity, which Mortgagor now has or may

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hereafter acquire in the Premises;

(d) All easements, rights-of-way and rights used in connection therewith or as a means of access thereto and all tenements, hereditaments and appurtenances thereof and thereto, all right, title and interest of Mortgagor in and to any streets and roads abutting said Premises to the center lines thereof and in and to any strips or gores of land therein, all water, sanitary and storm systems that are now or hereafter located on or adjacent to the Premises and all gas and oil rights, mineral rights, timber rights and riparian and littoral rights pertaining to the Premises;

(e) All machinery, apparatus, equipment, fittings, fixtures and articles of personal property of every kind and nature whatsoever, now owned or hereafter owned by Mortgagor and which is now or will hereafter be located in or upon the Premises, or any part thereof, and used or usable in connection with the use and operation of buildings or for use in any construction being conducted on the Premises, (hereinafter called the "Building Equipment"), it being understood and agreed that all Building Equipment is part and parcel of the Premises and appropriated to the use thereof and whether affixed or annexed to the Premises or not, shall for the purpose of this Mortgage be deemed conclusively to be real estate and mortgaged hereby; and Mortgagor agrees to execute and deliver, from time to time, such further instruments as may be requested by Mortgagee to confirm the lien of this Mortgage on any Building Equipment;

(f) All awards and proceeds to which Mortgagor is entitled by virtue of any taking of all or any part of the Premises by condemnation or exercise of the right of eminent domain or other taking, as hereinafter more particularly set forth; and

(g) All rents, issues and profits of the Premises and all estate, right, title and interest of every nature whatsoever of Mortgagor in and to the same, as hereinafter more particularly set forth;

The Premises and all of the property, rights, privileges and franchises granted herein by Mortgagor to Mortgagee are collectively referred to as the "Mortgaged Property".

TO HAVE AND TO HOLD all and singular the Mortgaged Property hereby conveyed, the tenements, hereditaments and appurtenances thereunto belonging or in anyway appertaining and the reversion and reversions, remainder and remainders, rents, issues and profits thereof and all estate, right, title, interest, property, possession, claim and demand whatsoever as well in law, as in equity of the Mortgagor in and to the same and every part and parcel thereof unto the said Mortgagee in fee simple.

PROVIDED, HOWEVER, that these presents are upon the condition that if Mortgagor shall pay or cause to be paid to Mortgagee the principal and interest payable in respect to the Note and all amounts and any other promissory note secured by this Mortgage, at the times and in the manner stipulated therein and herein, all without any deduction or credit for taxes or other similar charges paid by Mortgagor, and shall keep, perform and observe all and singular the covenants and promises in the Note, and any renewal, extension, consolidation or modification thereof, and in this Mortgage expressed to be kept, performed and observed by and on the part of Mortgagor, all without fraud or delay, then this Mortgage and all properties, interest and rights granted, mortgaged and conveyed shall cease, terminate and be void but until same shall occur, this Mortgage shall otherwise remain in full force and effect.

## ARTICLE I COVENANTS AND AGREEMENTS OF MORTGAGOR

To protect the security of this Mortgage, Mortgagor further covenants, warrants and agrees with Mortgagee as follows:

**1.01 Payment of Secured Obligations.** Mortgagor shall pay within five (5) days of when due the principal and interest on the indebtedness evidenced by the Note, charges, fees and principal of, and interest on, any future advances secured by this Mortgage and shall otherwise comply with all the terms of the Note and this Mortgage.

**1.02 Title Warranties and Representations.** Mortgagor hereby covenants with Mortgagee that Mortgagor is (a) indefeasibly seized of the Premises in fee simple; (b) Mortgagor has full power and lawful right to convey the same in fee simple as aforesaid; (c) that it shall be lawful for Mortgagor at all times to peaceably and quietly enter upon, hold, occupy and enjoy said Premises and every part thereof; (d) that Mortgagor will make such further assurances to perfect the fee simple title to said Premises in Mortgagee, as may reasonably be required; (e) that the Mortgaged Property is free of all liens and encumbrances except as reflected in the title insurance policy issued in connection herewith and taxes for the current year; and (f) Mortgagor does hereby fully warrant title to the Mortgaged Property and every part thereof and will defend same against the lawful claims of all persons whomsoever.

**1.03 Required Insurance.** Mortgagee may require that Mortgagor obtain at Mortgagor's sole cost and expense or cause to be maintained with respect to the Mortgaged Property, and each part thereof, the following insurance after ten (10) calendar days written notice from Mortgagee to Mortgagor : (a) (i) Insurance against loss or damage to the building improvements on the land and the Building Equipment (hereinafter referred to as the "Improvements") by fire and any of the risks covered by insurance of the type known as "all-risk" including, without limitation windstorm and/or hail damage. Coverage shall be in an amount not less than the full replacement cost of the Improvements but not less than an amount equal to the amount of the loans secured hereby; (ii) Income insurance is required if the Mortgaged Property is rental property. Such amount to be equal to the projected rents as reasonably determined by the Mortgagee; and (iii) General public liability insurance in which both the Mortgagor and Mortgagee are named as insured in an amount not less than ONE MILLION DOLLARS (\$1,000,000.00) as to personal injury or death, and ONE HUNDRED THOUSAND DOLLARS (\$100,000.00) with respect to property damage, or such greater limits as may reasonably be required by Mortgagee; (b) flood insurance may be required by Mortgagee if at any time the encumbered land is designated a flood prone or flood risk area, pursuant to the Flood Disaster Protection Act of 1973, as amended or supplemented and if Mortgagee delivers written notice to Mortgagor requiring same; and (c) Such other insurance and in such amounts as Mortgagee may reasonably require from time to time including but not limited to builder's risk, if applicable, and in accordance with local insurance practice.

**1.04 Delivery of Policies, Payment of Premiums.** All policies of insurance shall be issued by companies and in amounts satisfactory to Mortgagee. The original policies and renewals shall be held by Mortgagee or if acceptable to Mortgagee, a certificate of insurance for each such policy setting forth coverage, limits of liability, name of carrier, policy number, and expiration date. All such policies shall contain a provision that such policies will not be cancelled or materially amended, which term shall include any reduction in the scope or limits of coverage, without at least thirty (30) days prior written notice to Mortgagee.

**1.05 Insurance Proceeds.** After the happening of any casualty to the Mortgaged Property or any part thereof, Mortgagor shall give prompt written notice thereof to Mortgagee; and (a) in the event of damage to or destruction of the Improvements, Mortgagee shall have the option, in its sole discretion, of applying or paying all or part of the insurance proceeds (i) to any indebtedness secured hereby and in such order as Mortgagee may determine, or (ii) to the restoration of the Improvements, or (iii) to Mortgagor; (b) Mortgagee agrees not to unreasonably withhold consent to the use of insurance proceeds for restoration of the Improvements following a partial casualty loss, subject to (i) Mortgagor maintaining the Mortgage free

from default at all times; (ii) Mortgagor providing evidence that adequate funds are available to restore the Improvements and advancing any additional funds required prior to the disbursement of insurance proceeds; (iii) all tenants at the Premises acknowledging their leases remain valid and in full force; and (iv) Mortgagee retaining control of insurance proceeds prior to use for restoration; (c) Mortgagee is hereby authorized and empowered by Mortgagor to settle, adjust or compromise any claims for loss, damage or destruction under any policy or policies of insurance; (d) nothing herein contained shall be deemed to excuse Mortgagor from repairing or maintaining the Mortgaged Property as provided in this Mortgage or restoring all damage or destruction to the Mortgaged Property, regardless of whether or not there are insurance proceeds available or whether any such proceeds are sufficient in amount, and the application or release by Mortgagee of any insurance proceeds shall not cure or waive any default or notice of default under this Mortgage or invalidate any act done pursuant to such notice; and, (c) nothing herein shall relieve Mortgagor from making the payments required by the Note and any other obligation of Mortgagor secured hereby.

**1.06 Assignment of Policies Upon Foreclosure.** In the event of foreclosure of this Mortgage or other transfer of title or assignment of the Mortgaged Property in extinguishment, in whole or in part of the debt secured hereby, all right, title and interest of Mortgagor in and to all policies of insurance required by this Section shall inure to the benefit of and pass to the successor in interest to Mortgagor or the purchaser or grantee of the Mortgaged Property.

**1.07 Indemnification.** If Mortgagee is made a party defendant to any litigation (including without limitation, any litigation brought by Mortgagor whether initially or by counterclaim) concerning this Mortgage or the Mortgaged Property or part thereof or interest therein, or occupancy thereof by Mortgagor, then Mortgagor shall indemnify, defend and hold Mortgagee harmless from all liability by reason of said litigation, including reasonable attorneys' fees and expenses incurred by Mortgagee in any such litigation, whether or not such litigation is prosecuted to judgment.

**1.08 Taxes, Utilities and Impositions.** Mortgagor will pay, or cause to be paid and discharged, on or before the last day on which they may be paid without penalty or interest, all such duties, taxes, sewer rents, charges for water, or for setting or repairing meters, and all other utilities in the Improvements or on the Premises or any part thereof, and

**1.09 Deposits of Taxes and Insurance Premiums.** In order to more fully protect the security of this Mortgage and the fulfillment by Mortgagor of the obligations and undertakings contained in Sections 1.03, 1.04 and 1.08 hereof and, solely as additional security to Mortgagee, Mortgagor shall, if requested by Mortgagee, pay monthly to Mortgagee or its designated representative, on the date set in this Mortgage for payment of principal and interest, an amount which shall be equal to one-twelfth (1/12th) of the annual Impositions that may become due during the year and an amount which shall be equal to one-twelfth (1/12th) of the annual insurance premiums with respect to insurance coverage Mortgagor is required to maintain pursuant to the provisions of this Mortgage (all as estimated by Mortgagee, or its representative). If Mortgagee exercises its rights under this Section, Mortgagor shall cause all bills, statements or other documents relating to Impositions or payment of insurance premiums to be sent or mailed directly to Mortgagee or its designated representative.

It is the intention of this Section 1.09 that there shall be sufficient monies on deposit with Mortgagee so that when such payments are due to any taxing authority or insurance carrier, there will be sufficient money held by Mortgagee to make such payments on their due dates. If said deposits are insufficient to pay the Impositions and insurance premiums in full as the same become payable, the Mortgagor will deposit with the Mortgagee such additional sum or sums as may be required in order for the Mortgagee to pay such Impositions and insurance premiums in full. Mortgagee or its designated representative may co-mingle such monies with its own funds and Mortgagor shall not be entitled to interest thereon. Upon any default

hereunder, or under the Note, the Mortgagee may, at its option, apply any money held by Mortgagee resulting from said deposits to the payment of the indebtedness secured hereby in such manner as it may elect.

**1.10 Maintenance, Repairs, Alterations.** Mortgagor will keep the Mortgaged Property, or cause same to be kept in good condition, repair and fully protected from the elements to the satisfaction of Mortgagee and Mortgagor will not do or suffer to do anything which will increase the risk of fire or other hazard to the Premises or any part thereof. Mortgagor will commit or permit no waste thereon and will do or permit no act by which the Mortgaged Property shall become less valuable. Mortgagor will not remove, demolish or structurally alter any of the Improvements (except such alterations as may be required by laws, ordinances or regulations) without prior written permission of Mortgagee.

**1.11 Eminent Domain.**

(a) Should the Mortgaged Property or any part thereof or interest therein, be taken or damaged by reason of any public use or improvement or condemnation proceeding, or in any other manner ("Condemnation") or should Mortgagor receive any notice or information regarding such Condemnation, Mortgagor shall give prompt written notice thereof to Mortgagee; (b) Mortgagee shall be entitled to all awards, compensation, and other payment or relief granted in connection with such Condemnation and shall be entitled, at its option, to appear in its own name or the Mortgagor's name, in any action or proceeding relating thereto. All compensation, awards, damages, rights of action and proceeds awarded to Mortgagor (the "Proceeds") are hereby assigned to Mortgagee and Mortgagor agrees to execute such further assignments of the Proceeds as Mortgagee may require; (c) In the event any portion of the Mortgaged Property is so taken or damaged, Mortgagee shall have the option in its sole and absolute discretion to apply all such Proceeds, after deducting therefrom all costs and expenses, including attorneys' fees incurred by it in connection with such Proceeds, upon any indebtedness secured hereby, or apply all such Proceeds to the restoration of the Mortgaged Property upon such conditions as Mortgagee may determine. Such application or release shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice; and (d) Any amounts received by Mortgagee hereunder (after payment of any costs in connection with obtaining same) shall, if retained by Mortgagee, be applied in payment of any accrued interest and then in reduction of the then outstanding principal sum of the Note secured hereby, notwithstanding that same may not then be due and payable.

**1.12 Action of Mortgagee to Preserve Security of this Mortgage.** In the event Mortgagee is called upon to pay any sums of money to protect this Mortgage and the Note secured hereby as aforesaid, all monies advanced or due hereunder shall become immediately due and payable together with interest at the maximum rate permitted by Florida law computed from the date of such advance to the date of the actual receipt of payment thereof by Mortgagee.

**1.13 Inspections.** Mortgagee, its agents, representatives, or workmen are authorized to enter at any and all reasonable times upon or in any part of the Premises for the purpose of inspecting same and performing any of the acts it is authorized to perform under the terms of this Mortgage. Mortgagor agrees to reimburse Mortgagee for reasonable out-of-pocket expenses incurred by it in connection with such inspections.

**1.14 Liens.** Mortgagor will not permit any liens, encumbrances, mechanics', laborer's, statutory or other lien and charges upon the Mortgaged Property, and shall pay and promptly discharge, at Mortgagor's cost and expense, all such liens, encumbrances and charges upon the Mortgaged Property or any part thereof or interest therein. All assessments (of any nature) due to any applicable condominium or property owner's associations shall be paid on a timely basis.



### 1.15 Hazardous Waste.

(a) Mortgagor expressly represents to Mortgagee that the Mortgaged Property or any part thereof has not in the past been used, is not now being used, nor will in the future be used for handling, storage, transportation, or disposal of hazardous or toxic materials. Mortgagor shall not use, generate, manufacture, store or dispose of, on, under or about the Mortgaged Property or transport to or from the Mortgaged Property any flammable explosives, radioactive materials, including any substances defined as or included in the definition of "hazardous substances, hazardous waste, hazardous materials, and toxic substances" (including asbestos, PCB=s or lead paint, in any form) under any applicable federal or state laws or regulations in effect during the term of this Mortgage (collectively, the "Hazardous Materials").

(b) Mortgagor, after thorough investigation warrants and represents to Mortgagee that: (i) the Premises is now and at all times hereafter will continue to be in full compliance with all federal, state and local environmental laws and regulations, including but not limited to, the Comprehensive Environmental Response, Compensation and Liability Act of 1980 ("CERCLA"), the Superfund Amendments and Reauthorization Act of 1986 ("SARA"), the Federal Water Pollution and Control Act, the Federal Clean Water Act, the National Environmental Policy Act, the Resource Conservation and Recovery Act of 1976 ("RCRA"), the Hazardous Material Transportation Act, the Federal Clean Air Act, Chapters 376 ("Pollutant Discharge Prevention and Removal"), 377 ("Energy Resources"), and 403 ("Environmental Control") of Florida Statutes, and rules related thereto including Chapters 17, 27, and 40 of the Florida Administrative Code. (hereinafter together with any amendments thereto "Environmental Laws");

(c) Mortgagor hereby agrees to indemnify Mortgagee and hold Mortgagee harmless from and against any and all claims, losses, damages, liabilities, fines, penalties, charges, administrative and judicial proceedings and orders, judgments, remedial action requirements, enforcement actions of any kind, and all costs and expenses incurred in connection therewith (including but not limited to attorneys' fees, paralegal charges and expenses), arising directly or indirectly, whole or in part, out of (i) the presence on or under the Mortgaged Property of any Hazardous Materials or releases or discharges of Hazardous Materials on, under or from the Mortgaged Property, (ii) any activity carried on or undertaken on or off the Mortgaged Property, whether prior to or during the term of the Mortgage, and whether by Mortgagor or any predecessor in title or any employees, agents, contractors or subcontractors of Mortgagor or any predecessor in title, or third persons at any time occupying or present on the Mortgaged Property in connection with the treatment, decontamination, handling, removal, storage, clean-up, transport or disposal of any Hazardous Materials at any time located or present on or under the Mortgaged Property; and (iii) any breach of the covenants contained in this Section 1.15. The foregoing indemnity shall further apply to any residual contamination on or under the Mortgaged Property or affecting any natural resources, any contamination of any property or natural resources arising in connection with the generation, use, handling, storage, transport or disposal of any such Hazardous Materials, and irrespective of whether any such activities were or will be undertaken in accordance with applicable laws, regulations, codes and ordinances. The obligation of Mortgagor to indemnify and hold harmless under this Section 1.15 shall survive any foreclosure of this Mortgage or any transfer of the Mortgaged Property by deed in lieu of foreclosure or sale or other means. Mortgagee shall have the right to arrange for or conduct environmental inspections from time to time at the expense of the Mortgagor.

**1.16 Transfer of Mortgaged Property.** It is understood and agreed by Mortgagor that as part of the inducement to Mortgagee to make the loan evidenced by the Note and secured by this Mortgage, Mortgagee has relied upon the creditworthiness and reliability of Mortgagor. Mortgagor shall not sell, convey, transfer, lease (other than a space lease) or further encumber any interest in or any part of the Mortgaged Property without the prior written consent of the Mortgagee having been obtained. Any such

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sale, conveyance, transfer, pledge, lease (other than a space lease) or encumbrance made without the Mortgagee's prior written consent shall constitute an Event of Default hereunder. Any sale, conveyance or transfer of any interest in the Mortgagor to any other entity, individual, firm, partnership or corporation without the Mortgagee's prior written consent shall constitute a transfer pursuant to the provisions of this section and an Event of Default under this Mortgage. A contract to deed or agreement for deed or assignment of beneficial interest in any trust shall constitute a transfer pursuant to the provisions of this Section and an Event of Default under this Mortgage. If any person or entity should obtain any interest in all or any part of the Mortgaged Property, pursuant to execution or enforcement of any lien, security interest or other right whether superior, equal or subordinate to this Mortgage or the lien hereof, such event shall be deemed to be a transfer by Mortgagor and an Event of Default under this Mortgage.

**1.17 Other Mortgage Liens.** Mortgagor represents and warrants that it will perform and promptly fulfill all of the covenants contained in any superior or inferior mortgages on any and all of the Premises encumbered hereby. In the event Mortgagor shall fail to do so, Mortgagee may, in addition to the rights otherwise granted Mortgagee hereunder, at its election, perform or fulfill such covenants of any such superior or inferior mortgages without affecting its option to foreclose any of the rights hereunder, and the cost thereof, together with interest from the date of payment at the highest rate permitted by Florida law from the date incurred until paid by Mortgagor, shall be secured hereby.

**1.18 Business Purpose Loan.** MORTGAGOR REPRESENTS THAT THE LOAN IS AN EXTENSION OF CREDIT FOR BUSINESS, COMMERCIAL OR INVESTMENT PURPOSES ONLY. MORTGAGOR FURTHER ACKNOWLEDGES THAT MORTGAGEE IS RELYING ON THE COVENANTS MADE HEREIN AND THAT MORTGAGEE WOULD NOT HAVE EXTENDED THE LOAN TO MORTGAGOR IF THE PROCEEDS OF THE LOAN WERE INTENDED TO BE USED FOR PERSONAL, HOUSEHOLD, CONSUMER OR AGRICULTURAL PURPOSES.

## ARTICLE 2 ASSIGNMENT OF LEASES, SUBLEASES, FRANCHISES, RENTS, SECURITY DEPOSITS, ISSUES AND PROFITS

**2.01 Assignment of Rents.** Mortgagor hereby assigns and transfers to Mortgagee all leases, subleases, franchises, rents, security deposits, issues and profits of the Mortgaged Property as additional security for repayment of the Note and all other sums that may be due to Mortgagee under the terms of this Mortgage. Mortgagor irrevocably appoints Mortgagee its true and lawful attorney-in-fact, at the option of Mortgagee at any time and from time to time to demand, receive and enforce payment, give receipts, releases and satisfactions, and to sue, in the name of Mortgagor or Mortgagee, for all such rents, security deposits, issues and profits. Mortgagor, however, shall have the right to collect such rents, issues and profits (but not more than one (1) month in advance) prior to or at any time there is not an Event of Default under this Mortgage. This provision is intended to be a present, complete, irrevocable, absolute and unconditional assignment and the existence or exercise of Mortgagors revocable license to collect Rent shall not operate to subordinate this assignment to any subsequent assignment, and such assignment shall be fully operative without any further action on the part of any party.

**2.02 Collection Upon Default.** Upon any Event of Default under this Mortgage, Mortgagee may at any time without notice, either in person, by agent or by a receiver appointed by court, and without regard to the adequacy of any security for the indebtedness hereby secured, enter upon and take possession of the Mortgaged Property or any part thereof. Mortgagee may in its own name, sue for or otherwise collect such rents, issues, and profits, including past due and unpaid, and apply same less costs and expenses of operation and collection, including attorneys' fees, upon any indebtedness secured hereby and in such order as Mortgagee may determine. The collection of such rents, issues and profits or the entering upon and taking

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possession of the Mortgaged Property, or application thereof as aforesaid shall not cure or waive any default or notice of default hereunder or invalidate any act done in response to such default or pursuant to such notice of default. In addition, (and not as an election of remedies) upon occurrence of an Event of Default, Mortgagee may apply for a court order requiring Mortgagor to deposit all rents in the court registry or other depository as the court may direct pursuant and in accordance with Florida Statute 697.07, as amended. Mortgagor hereby consents to entry of such an order upon the sworn ex parte motion of Mortgagee that an Event of Default has occurred hereunder.

**2.03 Directions to Tenants to Pay Rents to Mortgagee.** Mortgagor does hereby authorize and direct the tenants to pay such rents as may be due from time to time to Mortgagee, upon written demand of Mortgagee. Mortgagor covenants and agrees that an affidavit, certificate letter or written statement of any officer or agent of Mortgagee stating that rents are to be paid to Mortgagee shall be conclusive evidence of Mortgagee's rights to collect such rents and the tenant upon payment of rents to Mortgagee shall be released from any and all liability to Mortgagor for the amount of such rents paid to Mortgagee.

### ARTICLE 3 SECURITY AGREEMENT

**3.01 Creation of Security Interest.** Mortgagor hereby grants to Mortgagee a security interest in the Building Equipment located on or at the Premises for the purpose of securing all obligations of Mortgagor set forth in this Mortgage. A security interest is granted Mortgagee in all rental and security deposits collected by Mortgagor from tenants in the premises. A security interest is also granted to Mortgagee in any sums held by Mortgagee or its loan servicing agent pursuant to the provisions of this Mortgage, or other collateral agreements or any agreements between Mortgagor, Mortgagee and any escrow agent holding loan proceeds pending disbursements as provided in such agreements where such sums are held for the benefit of Mortgagee.

**3.02 Warranties, Representations and Covenants of Mortgagor.** Mortgagor hereby warrants, represents and covenants as follows: (a) The Building Equipment will be kept on or at the Premises and Mortgagor will not remove the Building Equipment from the Premises without the prior written consent of Mortgagee, except such portions or items of Building Equipment which are consumed or worn-out in ordinary usage, all of which shall be promptly replaced by Mortgagor with new items of equal or greater quality; (b) Mortgagee may record one or more financing statements and renewals without signature of Mortgagor and Mortgagee and will pay the cost of filing same in all public offices wherever necessary; and (c) This Section 3 of the Mortgage shall constitute a Security Agreement as that term is used in the Uniform Commercial Code of Florida.

### ARTICLE 4 EVENT OF DEFAULT AND REMEDIES UPON DEFAULT

**4.01 Event of Default.** The term "Event of Default" wherever used in the Mortgage, shall mean any one or more of the following events:

(a) (i) Failure by Mortgagor to pay any payment of principal or interest any other amounts due Lender when due and payable hereunder; (ii) there should be a non-monetary default under the Note, the Mortgage or any other agreement with Lender, and such default continues for a period of thirty (30) days after receiving written notice of such default from Lender; (iii) Mortgagor fails to pay in full the outstanding Principal of the Note, together with all accrued and unpaid Interest, on the Maturity Date, whether occurring on the stated Maturity Date, by acceleration, or otherwise; (iv) Mortgagor fails to comply with or to perform

any other term, obligation, covenant or condition contained in the Note, the Mortgage or any other loan document securing this obligation, if any, or to comply with or to perform any term, obligation, covenant or condition contained in any other agreement between Mortgagor and Lender; (v) a material adverse change occurs in Mortgagor's financial condition, or Lender reasonably believes the prospect of payment or performance of the Note is impaired; (vi) any warranty, representation, or statement made or furnished to Lender by Mortgagor or on Mortgagor's behalf under the Promissory Note, this Mortgage or the related documents is false or misleading in any material respect, either now or at the time made or furnished or becomes false or misleading at any time thereafter; or (vii) there is a death of any Mortgagor.

(b) Other than as provided in paragraph (a) above, failure by Mortgagor to duly keep, perform and observe any other covenant, condition or agreement in this Mortgage, or any other instrument securing the Note or any other instrument or agreement collateral to the Note or executed in connection with the sums secured hereby. Mortgagor acknowledges and agrees that it expressly waives any right to notice and an opportunity to cure relating to compliance with Sections 1.03, 1.04 and 1.08 above. Failure to comply with the requirements of such Sections shall constitute an Event of Default without notice.

(c) If Mortgagor or any present or future endorser, guarantor or surety of the Note shall file a voluntary petition in bankruptcy or be adjudicated a bankrupt or insolvent, or file any petition or answer seeking any reorganization, arrangement, composition, readjustment, liquidation, assignment for the benefit of creditor's, receivership, wage earner's plan, dissolution or similar relief under any present or future Federal Bankruptcy Code or any other present or future applicable federal, state or other statute or law; or shall seek or consent to or acquiesce in the appointment of any trustee, receiver or liquidator of Mortgagor or all or any part of the properties of Mortgagor or of any guarantor or endorser of the Note; or if within thirty (30) days after commencement of any proceeding against Mortgagor or any guarantor or endorser of the Note, seeking any reorganization, arrangement, composition, readjustment, liquidation, dissolution, debtor relief or similar relief under any present or future Federal Bankruptcy Code, or of any other present or future federal, state or other statute or law, such proceeding shall not have been dismissed, or stayed on appeal or otherwise; or if, within the thirty (30) days after the appointment, without consent or acquiescence of Mortgagor or of any endorser or guarantor of the Note, or any trustee, receiver, or liquidator of Mortgagor or any endorser or guarantor of the Note, or of all or any portion of the Mortgaged Property, such appointment shall not have been vacated or stayed on appeal or otherwise; or if within ten (10) days after the expiration of any such stay, such appointment shall not have been vacated.

(d) Any default under any mortgage superior or inferior to the Mortgage, or an event that but for the passage of time or giving of notice would constitute an event of default, in no manner should this provision be construed to allow such superior or subordinate mortgage to encumber the Mortgaged Property, except for the mortgages, if any, as reflected in the title insurance policy issued in connection herewith.

(e) If foreclosure proceedings should be instituted on any mortgage inferior or superior to the Mortgage, or if any foreclosure proceeding is instituted on any lien of any kind which is not dismissed or transferred to a bond within twenty (20) days of the service of foreclosure proceedings on the Mortgagor.

(f) Any breach of any warranty or material untruth or any material representation of Mortgagor contained in the Note, this Mortgage or any other instrument securing or evidencing the Note, or in any other instrument given with respect to the sums secured hereby.

(g) Intentionally deleted.

(h) The transfer, sale, or conveyance of the Mortgaged Property or any interest therein without prior

written consent of Mortgagee in violation of the provisions of Section 1.16. Mortgagee, however, shall be under no obligation to approve any transfer.

(i) The further encumbrancing of the Mortgaged Property without prior written consent of Mortgagee.

(j) If Mortgagor, pursuant to Florida Statutes 697.04(1)(b), as amended from time to time, shall file an instrument of record limiting the maximum amount which may be secured by this Mortgage.

(k) Failure to provide Mortgagee financial information and statements as required herein and in the Note and other documents executed in connection herewith.

(l) Failure to pay any and all property owner's or condominium assessments on a timely basis.

(m) Failure to comply with any property owner's or condominium directive which may result in the imposition of a fine or other lien against the property.

**4.02 Acceleration Upon Default, Additional Remedies.** In the event one or more "Events of Default" as above provided shall occur, the remedies available to Mortgagee shall include, but not necessarily be limited to, any one or more of the following:

(a) Mortgagee may declare the entire unpaid balance of the Note and all other obligations of Mortgagor secured hereby immediately due and payable without further notice.

(b) Mortgagee may take immediate possession of the Mortgaged Property or any part thereof (which Mortgagor agrees to surrender to Mortgagee) and manage, control or lease same to such person or persons and exercise all rights granted pursuant to Section 2.02. The taking of possession under this Section 4.02 (b) shall not prevent concurrent or later proceedings for the foreclosure sale of the Mortgaged Property as provided elsewhere herein.

(c) Mortgagee may apply, on ex parte motion to any court of competent jurisdiction, for the appointment of a receiver to take charge of, manage, preserve, protect, complete construction of and operate the Mortgaged Property and any business or businesses located thereon, to collect rents, issues, profits and income therefrom; to make all necessary and needed repairs to the Mortgaged Property; to pay all taxes and assessments against the Mortgaged Property and insurance premiums for insurance thereon; and after payment of the expense of the receivership, including reasonable attorneys' fees to the Mortgagee's attorney, and after compensation to the receiver for management and completion of the Mortgaged Property, to apply the net proceeds derived therefrom in reduction of the indebtedness secured hereby or in such manner as such court shall direct. All expenses, fees and compensation incurred pursuant to a receivership approved by such court, shall be secured by the lien of this Mortgage until paid.

(d) Mortgagee shall have the right to foreclose this Mortgage and in case of sale in an action or proceeding to foreclose this Mortgage, Mortgagee shall have the right to sell the Mortgaged Property covered hereby in parts or as an entirety. It is intended hereby to give to Mortgagee the widest possible discretion permitted by law with respect to all aspects of any such sale or sales.

(e) Without declaring the entire unpaid principal balance due, Mortgagee may foreclose only as to the sum past due without injury to this Mortgage or the displacement or impairment of the remainder of the lien thereof and at such foreclosure sale the Mortgaged Property shall be sold subject to all remaining items of indebtedness; and Mortgagee may again foreclose in the same manner as often as there may be



any sum past due.

(f) It shall also not be necessary that Mortgagee pay any Impositions, premiums or other charges regarding which Mortgagor is in default before Mortgagee may invoke its rights hereunder.

(g) Exercise all other remedies available at law or equity in such order as Mortgagee may elect.

(h) All such other remedies available to Mortgagee with respect to this Mortgage shall be cumulative and may be pursued concurrently or successively. No delay by Mortgagee in exercising any such remedy shall operate as a waiver thereof or preclude the exercise thereof during the continuance of that or any subsequent default.

(i) The obtaining of a judgment or decree on the Note, whether in the State of Florida or elsewhere, shall not in anyway affect the lien of this Mortgage upon the Mortgaged Property covered hereby, and any judgment or decree so obtained shall be secured hereby to the same extent as said Note is now secured.

**4.03 Repayment of Advances.** In the event of any expenditures of funds by Mortgagee to preserve the security of the lien referenced in this Mortgage, such as provisions for payment of taxes or insurance premiums or as otherwise provided for herein, Mortgagor shall repay Mortgagee for such expenditures, together with interest on said sums at the highest interest rate permitted by Florida law, within fifteen (15) days of notice to Mortgagor of such expenditures. These sums shall be secured by this Mortgage. The Mortgagee shall be the sole judge of the legality, validity and priority of any Imposition, obligation and insurance premium, of the necessity for paying such Imposition, obligation and insurance premium and of the amount necessary to be paid in satisfaction thereof.

**4.04 Expenses.** Mortgagor shall pay, or reimburse Mortgagee for all costs, charges and expenses, including reasonable attorney's fees and paralegal charges, including appellate proceedings, and disbursements, and costs of abstracts of title incurred or paid by Mortgagee in any action, proceeding or dispute in which Mortgagee is made a party or appears as a party plaintiff or party defendant because of the failure of the Mortgagor promptly and fully to perform and comply with all conditions and covenants of this Mortgage and the Note secured hereby, including but not limited to, the foreclosure of this Mortgage, condemnation of all or part of the Mortgaged Property, or any action to protect the security thereof. All costs, charges and expenses so incurred by Mortgagee shall become immediately due and payable whether or not there be notice, demand, attempt to collect or suit pending, together with interest thereon at the highest rate permitted by Florida law from the date incurred until paid by Mortgagor. The amounts so paid or incurred by Mortgagee shall be secured by the lien of this Mortgage. This Mortgage shall also secure all fees, charges, costs, reimbursements and other sums, if any, that are provided for in the Note or other agreement between Mortgagor and Mortgagee, and would be due by Mortgagor to Mortgagee upon prepayment of the Note, whether such prepayment is voluntary or arises from Mortgagee's acceleration of the Note due to a default thereunder or hereunder.

## ARTICLE 5 MISCELLANEOUS PROVISIONS

**5.01 Future Advances/Securing Other Obligations.** This Mortgage is given to secure not only the existing indebtedness of the Mortgagor to the Mortgagee evidenced by the Note secured hereby, but also such future advances up to an amount equal to two hundred [200%] percent of the principal amount

originally secured hereby as are made, in Mortgage's sole discretion, within twenty [20] years from the date hereof, plus interest thereon, and any disbursements made by Mortgagee for payment of taxes, insurance or other liens on the property encumbered by this Mortgage, with interest on such disbursements, which advances shall be secured hereby to the same extent as if such future advances were made this date. The total amount of indebtedness secured hereby may increase or decrease from time to time. Any reference to "Note" in this Mortgage shall be construed to reference any future advances made pursuant to this Section.

**5.02 Ownership by a Corporation or Partnership.** So long as the Mortgaged Property shall be owned or held by a corporation, such corporation shall at all times maintain its corporate existence and shall be fully authorized to do business in the State of Florida and shall maintain in the State of Florida a duly authorized registered agent for service of process. So long as the Mortgaged Property is owned by a partnership, such partnership shall maintain its existence and comply with all registration requirements of Florida law. Failure to comply with such obligations shall be a default under this Mortgage.

**5.03 Statements by Mortgagor.** Mortgagor, within three (3) days after request in person or ten (10) days after request by mail, will furnish to Mortgagee or any person, corporation or firm designated by Mortgagee, a duly acknowledged written statement setting forth the amount of the debt secured by this Mortgage and stating either that no offsets or defenses exist against such debt, or, if such offsets or defenses are alleged to exist, full information with respect to such alleged offsets and/or defenses.

**5.04 Survival of Warranties.** All representations, warranties and covenants of Mortgagor contained herein or incorporated by reference shall survive the close of escrow and funding of the loan evidenced by the Note and shall remain continuing obligations, warranties and representations of Mortgagor during any time when any portion of the obligations secured by this Mortgage remain outstanding.

**5.05 Successors and Assigns.** The provisions hereof shall be binding upon and shall inure to the benefit of Mortgagor, its successors and assigns (including without limitation subsequent owners of the Premises) and shall be binding upon and shall inure to the benefit of Mortgagee, its successors and assigns and any future holder of the Note hereby secured, and any successors or assigns of any future holder of the Note.

**5.06 Notices.** All notices, demands and requests given by either party hereto to the other party shall be in writing. All notices, demands and requests by one party to the other shall be deemed to have been properly given as herein required if sent by (i) United States registered or certified mail, postage prepaid, or (ii) delivered in person, or (iii) sent by overnight courier to the address indicated on page 1 hereof or at such other address as a party may from time to time designate by written notice to the other, any notice delivered to the address set forth in page 1 shall be deemed delivered if delivery thereof is rejected or refused at the address provided.

**5.07 Modifications in Writing.** This Mortgage may not be changed, terminated or modified orally or in any other manner than by an instrument in writing signed by the party against whom enforcement is sought.

**5.08 Captions.** The captions or headings at the beginning of each Section hereof are for the convenience of the parties and are not a part of this Mortgage.

**5.09 Maximum rate of interest.** In no event shall all charges in the nature of interest charged or taken on this Mortgage or the Note exceed the maximum allowed by law and in the event such charges cause the interest to exceed said maximum allowed by law, such interest shall be recalculated, and such excess shall be credited to principal, it being the intent of the parties that under no circumstances shall the

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Mortgagor be required to pay any charges in the nature of interest in excess of the maximum rate allowed by law.

**5.10 Further Assurances.** Mortgagor will execute and deliver promptly to Mortgagee on demand at any time or times hereafter, any and all further instruments reasonably required by Mortgagee to carry out the provisions of this

**5.11 Appraisal.** Mortgagee may be required by rule or regulation to obtain one or more appraisals of the Mortgaged Property and if so required, Mortgagor agrees to reimburse Mortgagee for the reasonable costs for such appraisal.

**5.12 Costs.**

(a) Mortgagor agrees that in the event that the Florida Department of Revenue, or any other governmental agency, should determine at any time that additional documentary stamp taxes or intangible taxes are required incident to the Note, this Mortgage or any additional loans secured hereby, Mortgagor shall agree to indemnify and reimburse Mortgagee forthwith for the costs of any additional documentary stamp taxes and/or intangible taxes, together with any interest or penalty that Mortgagee may be called upon to pay. This indemnity obligation shall survive repayment of the Note and any and all other obligations of Mortgagor secured by this Mortgage.

(b) In the event that Mortgagor shall fail to pay any such additional documentary stamp taxes and/or intangible taxes, same shall constitute an Event of Default hereunder and Mortgagee may pay same, without waiving or affecting any of Mortgagee's other rights and remedies set forth herein. Any such disbursements made by Mortgagee shall bear interest from the date thereof at the highest rate authorized by law, and the Mortgage shall secure repayment of any such disbursements, together with interest accrued thereon.

**5.13 Invalid Provisions to Affect No Others.** In case any one or more of the covenants, agreements, terms, or provisions contained in this Mortgage or in the Note shall be held or found invalid, illegal, or unenforceable in any respect, the validity of the remaining covenants, agreements, terms, or provisions contained herein and in the Note shall be in no way affected, prejudiced, or disturbed thereby.

**5.14 Governing Law and Construction of Clauses.** This Mortgage shall be governed and construed by the laws of the State of Florida. No act of Mortgagee shall be construed as an election to proceed under any one provision of the Mortgage or of the applicable statutes of the State of Florida to the exclusion of any other such provision, anything herein or otherwise to the contrary notwithstanding.

**5.15 Waiver.** No waiver of any covenant herein or in the obligation secured hereby shall at any time hereafter be held to be a waiver of any of the other terms hereof or of the Note secured hereby, or future waiver of the same covenant.

**5.16 Gender, Etc.** The use of any gender shall include all other genders. The singular shall include the plural.

**5.17 Waiver of Jury Trial.** MORTGAGEE AND MORTGAGOR HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVE THE RIGHT EITHER MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION BASED HEREON, OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS MORTGAGE AND ANY AGREEMENT CONTEMPLATED TO BE EXECUTED IN CONJUNCTION HERewith, OR ANY COURSE OF CONDUCT, COURSE OF

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DEALING, STATEMENTS (WHETHER VERBAL OR WRITTEN) OR ACTION OF EITHER PARTY. THIS PROVISION IS A MATERIAL INDUCEMENT FOR THE MORTGAGEE MAKING THE LOAN TO MORTGAGOR.

**5.18 Cross-Default.** Mortgagor and Mortgagee agree that an occurrence of an Event of Default under any other loan made by Mortgagee to Mortgagor shall constitute an Event of Default under this Mortgage and the Note, and Mortgagee shall immediately have all rights and remedies available to it under this Mortgage and the Note. An Event of Default under this Mortgage or the Note shall be a default in any loan made by Mortgagee to Mortgagor.

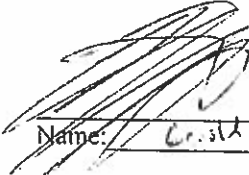

[SIGNATURE AND ACKNOWLEDGMENTS TO FOLLOW ON NEXT PAGE]

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IN WITNESS WHEREOF, the undersigned Mortgagor does hereby set forth its hand and seal as of the 1<sup>st</sup> day of November, 2020.

Signed, sealed and delivered  
in the presence of:

"MORTGAGOR"

  
Name: Gerold van der Vlugt  
  
Name: Brenda Hunter

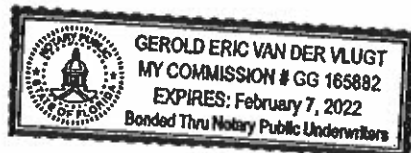
**HOLEM REALTY GROUP LLC**, a Florida limited liability company

By:   
Franz Melo, Manager

#### ACKNOWLEDGMENTS

STATE OF Florida  
COUNTY OF Miami-Dade

The foregoing instrument was acknowledged before me this 1<sup>st</sup> day of November, 2020, by means of physical presence by Franz Melo, Manager of HOLEM REALTY GROUP LLC, a Florida limited liability company, on behalf of said company, who is personally known to me or produced Driver's License as identification.



Notary Public, State of \_\_\_\_\_

Printed Name \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

**EXHIBIT "A"**  
**LEGAL DESCRIPTION**

The South 22 feet of Lot 15, and all of Lot 16, Block 105, REVISED PLAT CORAL GABLES RIVIERA SECTION PART 2, according to the Plat thereof, as recorded in Plat Book 28, Page 18, of the Public Records of Miami-Dade County, Florida.

*FM*





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## Detail by Entity Name

Florida Limited Liability Company  
RSMJ INVESTMENTS LLC

### Filing Information

**Document Number** L14000096605  
**FEI/EIN Number** 47-1118014  
**Date Filed** 06/17/2014  
**State** FL  
**Status** ACTIVE

### Principal Address

3109 Grand Avenue  
#254  
MIAMI, FL 33133

Changed: 02/05/2019

### Mailing Address

3109 Grand Avenue  
#254  
MIAMI, FL 33133

Changed: 02/05/2019

### Registered Agent Name & Address

NRAI Services, Inc.  
1200 South Pine Island Road  
Plantation, FL 33324

Name Changed: 09/11/2020

Address Changed: 09/11/2020

### Authorized Person(s) Detail

#### **Name & Address**

THE MANAGER

## TITLE MANAGER

RSMJ Investments Management LLC  
3109 Grand Avenue  
#254  
MIAMI, FL 33133

Annual Reports

Report Year	Filed Date
2020	02/15/2020
2020	09/11/2020
2020	09/14/2020

Document Images

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<a href="#">06/17/2014 -- Florida Limited Liability</a>	<a href="#">View image in PDF format</a>