



OFFICE OF THE PROPERTY APPRAISER

Summary Report

Generated On: 07/19/2024

PROPERTY INFORMATION	
Folio	03-4117-008-5330
Property Address	3130 HERNANDO ST CORAL GABLES, FL 33134-6536
Owner	PEDRO MERINO & W BLANCA ROSA , % MIDELA AGUILERA
Mailing Address	PO BOX 161244 MIAMI, FL 33116-1244
Primary Zone	3803 MULTI-FAMILY 3
Primary Land Use	0803 MULTIFAMILY 2-9 UNITS : MULTIFAMILY 3 OR MORE UNITS
Beds / Baths /Half	14 / 8 / 0
Floors	2
Living Units	8
Actual Area	6,682 Sq.Ft
Living Area	6,682 Sq.Ft
Adjusted Area	5,983 Sq.Ft
Lot Size	10,574 Sq.Ft
Year Built	1954

ASSESSMENT INFORMATION			
Year	2024	2023	2022
Land Value	\$1,691,840	\$1,586,100	\$1,268,880
Building Value	\$431,734	\$404,750	\$404,750
Extra Feature Value	\$10,680	\$10,800	\$10,920
Market Value	\$2,134,254	\$2,001,650	\$1,684,550
Assessed Value	\$1,989,005	\$1,808,187	\$1,643,807

BENEFITS INFORMATION				
Benefit	Type	2024	2023	2022
Non-Homestead Cap	Assessment Reduction	\$145,249	\$193,463	\$40,743

Note: Not all benefits are applicable to all Taxable Values (i.e. County, School Board, City, Regional).

SHORT LEGAL DESCRIPTION
CORAL GABLES BILTMORE SEC
PB 20-28
LOTS 14 & 15 BLK 34
LOT SIZE 105.740 X 100
OR 14627-114 0790 1



TAXABLE VALUE INFORMATION			
Year	2024	2023	2022
COUNTY			
Exemption Value	\$0	\$0	\$0
Taxable Value	\$1,989,005	\$1,808,187	\$1,643,807
SCHOOL BOARD			
Exemption Value	\$0	\$0	\$0
Taxable Value	\$2,134,254	\$2,001,650	\$1,684,550
CITY			
Exemption Value	\$0	\$0	\$0
Taxable Value	\$1,989,005	\$1,808,187	\$1,643,807
REGIONAL			
Exemption Value	\$0	\$0	\$0
Taxable Value	\$1,989,005	\$1,808,187	\$1,643,807

SALES INFORMATION			
Previous Sale	Price	OR Book-Page	Qualification Description
07/01/1990	\$400,000	14627-114	Sales which are qualified
10/01/1989	\$0	00000-00000	Sales which are disqualified as a result of examination of the deed

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

3130 Hernando St – FYI - The property appraiser includes the husband as an owner, but he appears to have died, based on the deed into the widow’s trust.

<u>Owner (Property Appraiser address)</u>	<u>First Mortgagee (FDIC BankFind address)</u>
Pedro Merina and Blanca Rosa Merino c/o Midela Aguilera P.O. Box 161244 Miami, FL 33116-1244	Ocean Bank 780 NW 42nd Ave Miami, FL 33126-5540

City of Coral Gables

ONLINE SERVICES

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Permits and Inspections: Search Results

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 [New Permit Search](#)

Permit Search Results

Permit#:	App. Date	Street Address	Type	Description	Status	Issue Date	Final Date	Fees Due
RV-22-04-8314	04/15/2022	3130 HERNANDO ST	REVISION TO PERMIT	CANCELLED - NOT REQUIRED	canceled		04/15/2022	0.00
RV-22-04-8303	04/14/2022	3130 HERNANDO ST	REVISION TO PERMIT	***REVISION, CHANGE TO AWNING WINDOW*** RESIDENTIAL *INSTALL ALUMINUM IMPACT WINDOWS (52) - WHITE FRAME/ CLEAR GLASS \$68,525	final	05/23/2022	05/23/2022	0.00
EX-22-04-8279	04/12/2022	3130 HERNANDO ST	PERMIT EXTENSION & RENEWAL	**RENEWAL FOR BL-20-12-5769** - APPROVED FOR 90 DAYS RESIDENTIAL *INSTALL ALUMINUM IMPACT WINDOWS (52) - WHITE FRAME/ CLEAR GLASS \$68,525	final	04/13/2022	04/13/2022	0.00
UP-20-12-5774	12/21/2020	3130 HERNANDO ST	UPFRONT FEE - THIS IS NOT A PERMIT	CANCELLED -	canceled		01/11/2021	0.00
BL-20-12-5769	12/21/2020	3130 HERNANDO ST	DOOR/GARAGE DOOR/SHUTTER/WINDOW	RESIDENTIAL *INSTALL ALUMINUM IMPACT WINDOWS (52) - WHITE FRAME/ CLEAR GLASS \$68,525	final	01/11/2021	07/05/2022	0.00
CE-14-09-2509	09/15/2014	3130 HERNANDO ST	CODE ENF WARNING PROCESS	WT20834 (DAY) 54-153 CITY CODE TRASH OUT EARLY. IE. CARDBOARD BOXES, AIR FILTERS, FOR RENT SIGNS, AND CARPETS.	final	09/15/2014	09/15/2014	0.00
RC-14-08-3616	08/26/2014	3130 HERNANDO ST	BLDG RECERT / CRB	40 YEAR OR OLDER BUILDING RECERTIFICATION	final	08/26/2014	09/03/2014	0.00
BL-11-11-4946	11/03/2011	3130 HERNANDO ST	ROOF / LIGHT WEIGHT CONC	RE ROOF \$27,500 HANSON CHALET SHAKE TERRACOTTA RED	final	11/18/2011	01/05/2012	0.00
AB-11-10-7683	10/31/2011	3130 HERNANDO	BOA COMPLETE (LESS THAN \$75,000)	RE ROOF HANSON FLAT	final	10/31/2011	02/04/2023	0.00

	ST			TILE CHALET					
				SHAKE \$27,500					
CE-10-02-2600	02/01/2010	3130	CODE ENF WARNING	WT4029 5-1907	final	02/01/2010	03/25/2011	0.00	
		HERNANDO	PROCESS	ZONING CODE					
		ST		(SNR) "FOR					
				RENT" SIGN					
				EXCEEDS 40 SQ					
				INCHES					

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

Showing 1 - 5 of 5 Records (PERMITS IN A PARCEL)

<input type="checkbox"/>	Parcel Number	Permit Number 	Address	Permit Type 	Permit Description 	Permit Status
<input type="checkbox"/>	0341170085330	BLDR-21-11-0539	3130 HERNANDO ST Coral Gables, FL 33134-653	FBC Residential	INSTALLATION OF IMPACT WINDOWS AND DOORS	Finald
<input type="checkbox"/>	0341170085330	REVR-22-06-0106	3130 HERNANDO ST Coral Gables, FL 33134-653	Revision to Permit	REVISION - BUILDING	Finald
<input type="checkbox"/>	0341170085330	BLDB-22-05-0731	3130 HERNANDO ST Unit: 6 Coral Gables, FL 33134-653	FBC Building (Commercial)	MINOR DRYWALL REPAIR AT KITCHEN AREA	Finald
<input type="checkbox"/>	0341170085330	BLDB-22-05-0679	3130 HERNANDO ST Coral Gables, FL 33134-653	FBC Building (Commercial)	CANCELLED- WRONG WORK CLASS SELECTED- SEE BLDB-22-05-0731 ***INSTALL SHET ROC	Cancelled
<input type="checkbox"/>	0341170085330	RECT-24-07-0378	3130 HERNANDO ST Coral Gables, FL 33134-653	Building Recertification	BUILDING RECERTIFICATION (YEAR BUILT 1954) CRB # 24-7809	Submitted



The City of Coral Gables

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

September 02, 2014

PEDRO MERINO & W BLANCA ROSA
P.O BOX 161244
CORAL GABLES FL 33116-1244

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

PROPERTY FOLIO: # 03-4117-008-5330

ADDRESS: 3130 HERNANDO ST ,CORAL GABLES FL 33146

Dear Property Owner/Manager:

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

Based on acceptance of this report, we herewith grant this LETTER OF 40 YEAR RECERTIFICATION for the above subject premises in accordance with Section 8-11(f) of the Code of Miami-Dade County.

This recertification letter does not exclude the building from subsequent inspections as deemed necessary by the Building Official, as specified in the Florida Building Code.

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

Yours truly,

A handwritten signature in blue ink, appearing to read "Manuel Z. Lopez", is written over the typed name.

Manuel Z. Lopez, P.E.
Building Official



CITY OF CORAL GABLES
Development Services Department

CITY HALL 405 BILTMORE WAY
CORAL GABLES, FL 33134

1/31/2024

VIA CERTIFIED MAIL

7021 1970 0000 4016 2484

PEDRO MERINO & W BLANCA ROSA
% MIDE LA AGUILERA
PO BOX 161244
MIAMI, FL 33116-1244

RE: 3130 HERNANDO ST
FOLIO # 03-4117-008-5330

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

Dear Property Owner:

Per the Miami-Dade County Property Appraiser's office the above referenced property address is thirty (30) years old, or older, having been built in 1954. In accordance with the Miami-Dade County Code, Chapter 8, Section 8-11(f), a qualified individual must inspect said building and a **completed** Recertification Report ("Report") must be submitted by you to this Department within **ninety (90) calendar days** from the **date of this letter**. A completed Report includes 1) Cover letters stating the structure meets (or does not meet) the electrical and structural requirements for recertification, 2) Building Structural Report, 3) Building Electrical Report, 4) Parking Lot Illumination Standards Form 5) Parking Lot Guardrails Requirements Form, and 6) (For threshold buildings only) Self-qualification letters from the inspecting engineers with accompanying DBPR proof of specialization. Submittal of the Report does not constitute recertification; it must be **approved** and the Letter of Recertification must be issued by this Department.

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

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

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

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

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

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

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

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

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

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

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

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

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

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



Manuel Z. Lopez, P.E.
Building Official

Tracking Number:

Remove X

7021197000040162484

Copy

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

Latest Update

Your item has been delivered and is available at a PO Box at 8:43 am on March 20, 2024 in CORAL GABLES, FL 33114.

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USPS Tracking Plus®

Delivered

Delivered, PO Box

CORAL GABLES, FL 33114
March 20, 2024, 8:43 am

[See All Tracking History](#)

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FAQs



CITY OF CORAL GABLES

DEVELOPMENT SERVICES DEPARTMENT
427 BILTMORE WAY
CORAL GABLES, FL 33134

5/10/2024

VIA CERTIFIED MAIL

7019 1640 0001 2647 4323

PEDRO MERINO & W BLANCA ROSA
% MIDE LA AGUILERA
PO BOX 161244
MIAMI, FL. 33116-1244

**RE: 3130 HERNANDO ST
FOLIO # 03-4117-008-5330**

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

Dear Property Owner:

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

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

See original notice for additional information.

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

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

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

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

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

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

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

Please govern yourself accordingly.

Sincerely,

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

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

Tracking Number:

Remove X

70191640000126474323

Copy

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Latest Update

Your item has been delivered to the original sender at 8:44 am on June 11, 2024 in CORAL GABLES, FL 33114.

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USPS Tracking Plus®

Delivered

Delivered, To Original Sender

CORAL GABLES, FL 33114

June 11, 2024, 8:44 am

[See All Tracking History](#)

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[FAQs](#)



CITY OF CORAL GABLES

7019 1640 0001 2647 4859

DEVELOPMENT SERVICES DEPARTMENT

6/17/2024

427 BILTMORE WAY

CORAL GABLES, FL 33134

PEDRO MERINO & W BLANCA ROSA

% IDELA AGUILERA

PO BOX 161244

MIAMI, FL 33116-1244

RE: 3130 HERNANDO ST

FOLIO # 03-4108-006-3500

Notice of Required Inspection For Recertification of Building – **FINAL NOTICE**

Dear Property Owner:

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

See previous correspondence for additional information.

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

Please govern yourself accordingly.

Sincerely,

Manuel Z. Lopez, P.E.

Building Official

Tracking Number:

Remove X

70191640000126474859

Copy

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

Latest Update

Your item was returned to the sender on July 16, 2024 at 12:59 pm in MIAMI, FL 33116 because it could not be delivered as addressed.

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USPS Tracking Plus[®]

Alert

Return to Sender

MIAMI, FL 33116
July 16, 2024, 12:59 pm

Reminder to pick up your item before July 4, 2024

MIAMI, FL 33116
June 26, 2024

See All Tracking History

Feedback

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

Text & Email Updates



USPS Tracking Plus[®]





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Track Another Package

Enter tracking or barcode numbers

Need More Help?

Contact USPS Tracking support for further assistance.

FAQs

BEFORE THE CONSTRUCTION REGULATION BOARD
FOR THE CITY OF CORAL GABLES

CITY OF CORAL GABLES,
Petitioner,

Case No. 24-7809
RECT-24-07-0378

vs.

Pedro Merina and Blanca Rosa Merino
c/o Midela Aguilera
P.O. Box 161244
Miami, FL 33116-1244
Respondent.

Return receipt number:

7019 1640 0001 2642 8746

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

Date: August 1, 2024

Re: 3130 HERNANDO ST, CORAL GABLES, FL. 33134-6536, LOTS 14 & 15, BLOCK 34, CORAL GABLES BILTMORE SEC., PB 20-28 and 03-4117-008-5330 ("Property").

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

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

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

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

The Development Services Department's hours are Monday through Friday, 7:30 a.m. to 2:30 p.m.

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

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

Please govern yourself accordingly.


Virginia Goizueta
Secretary to the Board

NOTICES

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

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

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

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

cc: Ocean Bank, 780 NW 42nd Ave., Miami, FL 33126-5540

7019 1640 0001 2642 8753



CITY OF CORAL GABLES
DEVELOPMENT SERVICES DEPARTMENT
Affidavit of Posting

Title of Document Posted: Notice of Pending Building Recertification

I, Sebastian Ramos, DO HEREBY SWEAR/AFFIRM THAT
THE AFOREMENTIONED NOTICE WAS PERSONALLY POSTED, BY ME, AT THE
ADDRESS OF 3130 Hernando St., ON 8/1/24 AT 10:51 am.

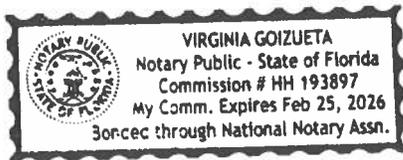
Sebastian Ramos
Employee's Printed Name

[Signature]
Employee's Signature

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

Sworn to (or affirmed) and subscribed before me this 1st day of August, in the year 2024, by
Sebastian Ramos who is personally known to me.

My Commission Expires:



[Signature]
Notary Public

3130 HERNANDO ST



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

CITY OF CORAL GABLES,
Petitioner.

Case No. 24-7809
RECT-24-07-0378

vs.

Pedro Merina and Blanca Rosa Merino
c/o Midela Aguilera
P.O. Box 161244
Miami, FL 33116-1244
Respondent.

Return receipt number:

7019 1640 0001 2642 8746

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

Date: August 1, 2024

Re: 3130 HERNANDO ST, CORAL GABLES, FL. 33134-6536, LOTS 14 & 15, BLOCK 34, CORAL GABLES BILTMORE SEC., PB 20-28 and 03-4117-008-5330 ("Property").

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

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

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

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

This Instrument was Prepared By:

Alberto J. Parlade, Esquire
Parladé Law Firm, P.A.
7050 S.W. 86th Avenue
Miami, Florida 33143-2426
Tel.: (305) 595-2300
Our File No.: 4334-1

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Warranty Deed to Trustee Under Trust Agreement

This Warranty Deed made this 28th day of January, 2020 between BLANCA MERINO a/k/a BLANCA ROSA MERINO, a unmarried widow, whose post office address is P.O. Box 161244, Miami, FL 33116, grantor, and BLANCA MERINO, as Trustee of the BLANCA MERINO REVOCABLE FAMILY TRUST AGREEMENT dated January 28, 2020, whose post office address is P.O. Box 161244, Miami, FL 33116, grantee:

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

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

Lot 64, less Extension Area of Curves of the SE corner of Block 5, of AMENDED PLAT OF MIAMI SUBURBAN ACRES, according to the Plat thereof, as recorded in Plat Book 4, at Page 73, of the Public Records of Miami-Dade County, Florida;

Folio # 01-4116-009-2320; Address: 3401 SW 23 Street, Miami, FL 33145; and

Lot 31, in Block 10, SILVER BLUFF HOMESITES, according to the Plat thereof, as recorded in Plat Book 8, at Page 101, of the Public Records of Miami-Dade County, Florida;

Folio # 01-4116-015-2890; Address: 3241 SW 26 Street, Miami, FL 33133; and

Lots 14 and 15, in Block 34, of CORAL GABLES BILTMORE SECTION, according to the Plat thereof, as recorded in Plat Book 20, at Page 28, of the Public Records of Miami-Dade County, Florida;

Folio # 03-4117-008-5330; Address: 3130 Hernando Street, Coral Gables, FL 33134; (collectively the "Property").

Subject to: Conditions, Restrictions, Reservations, Limitations, Easements of Record, if any, without hereby reimposing same, and real estate taxes for the year 2020 and subsequent years.

NOTE TO PROPERTY APPRAISER: The Grantee confirms that under the terms of the Trust referred to above, the Beneficiaries have no less than a beneficial interest for life and is(are) entitled to a homestead tax exemption pursuant to the provisions of Florida Statute 196.041(2).

TO HAVE AND TO HOLD the said property in fee simple upon the trusts and for the uses and purposes herein and in said trust agreement set forth.

Full power and authority is hereby granted to said Trustee to improve, subdivide, protect, conserve, sell, lease, encumber and otherwise manage and dispose of said property or any part thereof. Any person or entity dealing with the Trustee under this instrument will be fully protected by the act of the Trustee.

AND the Grantors hereby covenant with said grantee that Grantors are lawfully seized of said property in fee simple, that the Grantors have good right and lawful authority to sell and convey said property; that the Grantors hereby fully warrant the title to said property and will defend same against the lawful claims of all persons whomsoever; and that said property is free of all encumbrances; except taxes accruing subsequent to December 31, 2019.

Designation of Successor Trustee. **CARLOS MERINO and MARIA ARANZAZU MARTINEZ GONZALEZ**, in the order named, are hereby designated as successor Trustees. If the original Trustee is deceased, or if for any reason is unable or cease to serve as Trustee, and upon the filing in the Public Records of Miami-Dade County, Florida of a certified copy of a death certificate upon his/her death or an order of a court of competent jurisdiction or an attending physician's Affidavit in the case of his/her disability, as hereinafter defined, or the recording of a certificate of resignation signed by him/her, the next designated successor Trustee shall be automatically vested with the full powers and authorities as if the original Trustee hereunder. For the purposes hereof, "disability" shall mean a legal disability or the inability to provide prompt and intelligent consideration to financial matters by reason of illness or mental or physical disability. The determination of whether a Trustee has a disability shall be made by such Trustee's most recent attending physician. Any third party shall be entitled to rely on written notice of that determination. Any Successor Trustee shall be automatically vested with the full powers and authorities as if he/she were the original Trustee hereunder.

IN WITNESS WHEREOF, the said Grantors have hereunto set their hands and seals, this 28 day of January, 2020.

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[ACKNOWLEDGEMENTS ON THE FOLLOWING PAGE]

Kingdom of Spain
Province and City of Madrid
Embassy of the United States
of America } SS

Signed, sealed and delivered
in the presence of:

Witness 1: [Signature]
Printed Name: Jennifer Diane Quintanilla

[Signature]
BLANCA MERINO a/k/a BLANCA ROSA MERINO

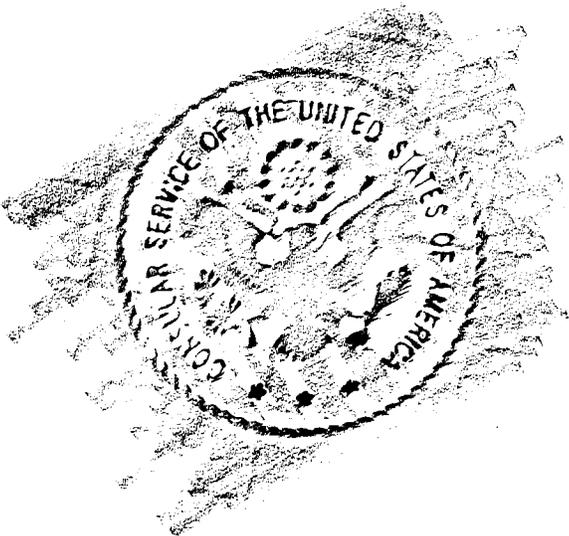
Witness 2: [Signature]
Printed Name: Gregory Scott Likens

~~US EMBASSAY~~
~~COUNTRY OF~~ _____ }

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 28th day of January, 2020, by **BLANCA MERINO a/k/a BLANCA ROSA MERINO**, who is personally known to me or who produced SPANISH ID as identification, and who acknowledged her signature as set forth above in this document.

My Commission Expires: N/A

[Signature]
NOTARY PUBLIC
Gabriela S. Canavati
VICECONSUL
United States of America



1990 JUL 17 PM 2:43

90R263992

This instrument prepared by:
OSVALDO C. MARTINEZ, ESQ.
780 N.W. 42nd Avenue
Miami, Florida 33126

REC: 146276 115

MORTGAGE DEED

THIS MORTGAGE DEED, executed this _____ day of _____, 1990, by and between PEDRO MERINO and BLANCA MERINO, his wife, hereinafter called the MORTGAGOR, which term as used in every instance shall include the Mortgagor's heirs, executors, administrators, successors, legal representatives and assigns, either voluntary by act of the parties, or involuntary by operation of law, and shall denote the singular and/or plural, and the masculine and/or feminine and natural and/or artificial persons, whenever and wherever the context so requires or admits, party of the first part, in favor of OCEAN BANK, a state banking corporation, its successors and assigns, hereinafter called the BANK,

WITNESSETH, that for divers good and valuable considerations, and to secure the payment of the aggregate sum of money named in the PROMISSORY NOTE of even date herewith, hereinafter described (the term PROMISSORY NOTE as hereafter used shall denote the singular, if one Note, or the plural, if more than one Note is secured by this Mortgage), together with interest thereon and all other sums of money secured hereby as hereinafter provided, the MORTGAGOR does grant, bargain, sell, alien, remise, release, convey, and confirm unto the BANK in fee simple, the following described real estate, of which the MORTGAGOR is now seized and possessed, and in actual possession, situate in the County of Dade, State of Florida, to-wit:

Lots 14 and 15, in Block 34, of CORAL GABLES BILTMORE SECTION, according to the Plat thereof, as recorded in Plat Book 20, at Page 23, of the Public Records of Dade County, Florida.

THIS IS AN OPEN FIRST MORTGAGE IN THE AMOUNT OF \$95,000.00 GIVEN TO SECURE ANY PRESENT OR FUTURE OBLIGATIONS OF PEDRO MERINO AND/OR BLANCA MERINO.

TOGETHER with all structures and improvements now and hereafter on said land, and the fixtures attached thereto; and the easements, riparian and littoral rights and appurtenances thereunto belonging, or in any wise appertaining; and all rents, issues, proceeds and profits accruing and to accrue from said premises; and all gas and electric fixtures, heaters, air conditioning equipment, machinery, boilers, ranges, elevators and motors, plumbing fixtures and hardware, window screens, screen doors, venetian blinds, storm shutters and awnings, pool pumps and motors and all other heating, cooking, refrigerating, plumbing, cooling, ventilating, irrigating and power systems and appliances which are now or may hereafter pertain to or be used with, in or on said premises though they may be either detached or detachable.

TOGETHER with all furniture, furnishings, fixtures, and equipment contained in or appurtenant to said premises, or which may hereafter from time to time be placed therein, and any substitution or replacement thereof.

TO HAVE AND TO HOLD the same, together with the tenements, hereditaments, and appurtenances, unto the said BANK, in fee simple.

AND THE SAID MORTGAGOR does hereby covenant with BANK

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55. 58

that said MORTGAGOR is indefeasibly seized with the absolute and fee simple title to said property, and has full power and lawful authority to sell, convey, transfer and mortgage the same; that it shall be lawful at any time hereafter for the BANK to peaceably and quietly enter upon, hold, and occupy said property; that said property is free and discharged from all other and prior liens, assessments, judgements, taxes, and encumbrances; that said MORTGAGOR does hereby warrant the title to said land and will defend the same against the lawful claims of all persons whomever.

PROVIDED ALWAYS that if the MORTGAGOR shall pay unto the BANK the sum of money aggregating NINETY FIVE THOUSAND AND NO/100 (\$95,000.00) DOLLARS, evidenced by that certain Note in the manner therein specified (copy of which is attached hereto and made a part hereof), as well as any renewals, modifications and extensions thereof, together with all sums secured hereby and shall pay all other sums provided to be paid by this Mortgage, and shall perform, comply with and abide by all the stipulations, agreements, conditions and covenants of said PROMISSORY NOTE and of this Mortgage and the estate hereby created shall cease and be null and void.

AND THE MORTGAGOR does hereby further covenant and agree as follows:

1. MORTGAGOR shall promptly pay when due, the principal and interest on the indebtedness evidenced by the PROMISSORY NOTE or Notes, the principal and interest on any Future Advances secured by this Mortgage, late charges if provided in the PROMISSORY NOTE and any other amounts due to the BANK by reason of any payment made in order to protect the BANK'S interest under the PROMISSORY NOTE or Notes, and this Mortgage.

2. To pay all and singular the taxes, insurance, assessments, levies, liabilities, obligations, and encumbrances of every nature on said described property, each and every one when due and payable according to law, before they become delinquent and if the same shall not be promptly paid, the BANK, at its option and without obligation to do so, may pay the same without waiving or affecting the option to foreclose, or any rights hereunder and every payment so made shall bear interest from the date thereof at the maximum default rate as provided in the PROMISSORY NOTE secured hereby. The MORTGAGOR shall deliver to the BANK receipts evidencing the payment of said taxes, assessments, levies, etc., immediately upon the payment thereof as required under this Paragraph. Any such amounts paid by the BANK pursuant to this paragraph shall be secured by this mortgage.

3. To keep the buildings now or hereafter on said land and the fixtures and personal property therein contained insured with a company or companies approved by the BANK, against loss by fire, windstorm, and such other casualties, for such period and for not less than such amount as BANK may require, but in no event less than the principal sum of the PROMISSORY NOTE, and to pay promptly when due all premiums for such insurance. MORTGAGOR agrees to deliver renewal or replacement policies of any nature or replacement certificates of insurance to the BANK, at least ten (10) days prior to the expiration or anniversary date of the existing policies. The amounts of insurance required by the BANK shall be the minimum amounts for which said insurance shall be written and it shall be incumbent upon the MORTGAGOR to maintain such additional insurances as may be necessary to meet and comply fully with all co-insurance requirements contained in said policies to the end that MORTGAGOR is not a co-insurer thereunder.

The policy or policies shall be held by and be payable to said BANK, and the BANK shall have the option to receive and apply said payment on account of the indebtedness hereby secured, or permit the MORTGAGOR to receive or use it, or any part thereof, for any purposes without thereby waiving or impairing the equity, lien or right under and by virtue of this Mortgage, and may place and pay such insurance or any part thereof without waiving or affecting the option to foreclose or any right hereunder, and each such payment shall bear interest at the maximum default rate as provided

in the PROMISSORY NOTE secured hereby.

4. To permit, commit, or suffer no waste, impairment, abandonment, or deterioration of said property, or any part thereof, and upon the failure of the MORTGAGOR to keep the buildings and/or the personal property located on the mortgaged premises in good condition or repair, the BANK may demand the immediate repair of said property, or an increase in the amount of security, or the immediate repayment of the debt hereby secured, and the failure of the MORTGAGOR to comply with said demand of the BANK for a period of ten (10) days, shall constitute a default of this Mortgage, and at the option of the BANK, it may immediately mature the entire amount of principal and interest hereby secured, and the BANK, immediately and without notice, may institute proceedings to foreclose this Mortgage and apply for the appointment of a receiver, as hereinafter provided.

5. To perform, comply with and abide by all the stipulations, agreements, conditions, and covenants set forth in the PROMISSORY NOTE or Notes secured hereby and this Mortgage.

6. To pay all and singular the costs, fees, charges, and expenses of every kind, including the cost of an abstract of title to said lands found to be necessary or expedient in connection with any suit for the foreclosure of this Mortgage, and also including, whether the BANK is obligated to pay same or not, reasonable attorney's fees incurred or expended at any time by the BANK because of the failure of the MORTGAGOR to perform, comply with, and abide by all or any of the covenants, conditions, and stipulations of said PROMISSORY NOTE, or this Mortgage, in the foreclosure of this Mortgage, or in collecting the amount secured hereby with or without legal proceedings, or in enforcing the terms, conditions, and covenants of this Mortgage with or without legal proceedings, and to reimburse the BANK for every payment made or incurred for any such purpose with interest from date of every such payment at the maximum default rate as provided in the PROMISSORY NOTE secured hereby; such payments and obligations, with interest thereon as aforesaid, shall be secured by the lien hereof.

7. To comply with all federal, state, and local laws, rules and regulations, subdivision restrictions and the municipal zoning ordinances applicable to mortgaged property, now in effect or in the future; not to erect or permit to be erected any new buildings on the premises herein mortgaged or to add to or permit to be added to, make or permit to be made, any structural alterations to any of the existing improvements thereon without the written consent of the BANK, and in the event of any violation or attempt to violate these stipulations, or any of them, this Mortgage and all sums secured hereby shall immediately become due and payable at the option of the BANK.

MORTGAGOR AND BANK further agree to the following:

8. If any of the sums of money herein referred to are not promptly and fully paid within ten (10) days after the same becomes due and payable, or if any of the stipulations, agreements, conditions, and covenants contained in the PROMISSORY NOTE and this Mortgage, or either, are not fully performed, complied with and abided by, same shall be considered a default of this Mortgage and the PROMISSORY NOTE, and the aggregate sum set forth in the PROMISSORY NOTE then remaining unpaid, with interest accrued to that time and unpaid, and all monies secured hereby, shall become due and payable forthwith, or thereafter, at the option of the BANK, as fully and completely as if all the said sums of money were originally stipulated to be paid on such day, anything in the PROMISSORY NOTE or in this Mortgage to the contrary notwithstanding; and thereupon or thereafter, at the option of the BANK, without notice or demand, suit at law or in equity may be prosecuted as if all monies secured hereby had matured prior to its institution.

9. In the event the MORTGAGOR fails to pay any charges or obligations required to be paid by MORTGAGOR hereunder, within the time set forth for such payment, the BANK shall have the right to pay such charge or obligation without waiving or affecting the

option of the BANK to consider this mortgage in default. Every such payment so made shall bear interest at the maximum default rate as provided in the PROMISSORY NOTE secured hereby, and every such payment shall be deemed additional monies owed by the MORTGAGOR to BANK, shall be payable on demand of the BANK therefore and shall be secured by the lien of this Mortgage.

10. In the event of a default in any of the terms of this Mortgage and/or the filing of a Complaint to foreclose this or any other mortgage encumbering the within described property, the BANK shall be entitled to apply at any time without notice, pending such foreclosure suit, to the Court having jurisdiction thereof for the appointment of a receiver of all and singular the mortgaged property, and of all the rents, incomes, profits, issues and revenues thereof, from whatsoever source derived; and thereupon it is hereby expressly covenanted and agreed that the Court shall forthwith appoint a receiver of said mortgaged property, all and singular, and of such rents, incomes, profits, issues and revenues thereof, from whatsoever source derived, with the usual powers and duties of receivers in like cases; and such appointment shall be made by such Court as a matter of strict right to the BANK, and without reference to the adequacy or inadequacy of the value of the property hereby mortgaged, or to the solvency or the insolvency of the MORTGAGOR, and that such rents, profits, incomes, issues, and revenues shall be applied by such receiver to the payment of the mortgage indebtedness, costs, and charges, according to the order of such court.

11. Notwithstanding the provisions of paragraph 10 hereof, all of the rents, deposits, revenues and profits arising out of the operation of the mortgaged property are, by the terms hereof, assigned to the BANK as further security for the payment of the indebtedness secured hereby, and no other instrument or documents need to be executed by the MORTGAGOR to effect such assignment. Any subsequent assignment of the rents, deposits, revenues, and profits of the mortgaged property, or any part thereof, shall at all times be inferior and subordinate to the assignment granted hereby and to the rights of the MORTGAGE hereunder. This assignment shall continue in effect until the indebtedness secured by this Mortgage is paid in full.

12. If all or any part of the property or an interest therein is sold, transferred, encumbered, or if there is a change or ownership of the mortgaged premises or of any property encumbered by this mortgage, or in the management, use and operation of the mortgaged premises or if there is a transfer or change of ownership of the property without BANK'S prior written consent, BANK may, at BANK'S option, declare all the sums secured by this Mortgage to be immediately due and payable. BANK shall have waived such option to accelerate if, prior to the sale, transfer, encumbrance, or change of ownership, BANK and the person to whom the property is to be sold, encumbered, or transferred reach agreement in writing that the credit of such person is satisfactory to BANK and that the interest payable on the sums secured by this Mortgage shall be at such rate as BANK shall request.

13. In the event the ownership of the mortgaged premises, or any part thereof, becomes vested in a person or entity other than the MORTGAGOR, the BANK may, without notice to the MORTGAGOR, deal with such successor or successors in interest with reference to this Mortgage and the debt hereby secured, in the same manner as with the MORTGAGOR, without in any way vitiating or discharging the MORTGAGOR'S liability hereunder or upon the debt hereby secured. No sale of the premises hereby mortgaged and no forbearance on the part of the BANK, and no extension of the time for the payment of the debt hereby secured given by the BANK, shall operate to release, discharge, modify, change, or affect the original liability of the MORTGAGOR herein, either in whole or in part.

14. Time is of the essence and no waiver of any obligation hereunder, or of the obligation secured hereby, shall at any time hereafter be held to be a waiver of the terms hereof or of the Note secured hereby.

15. If foreclosure proceedings are instituted on any mortgage

inferior to this Mortgage or if any foreclosure proceeding is instituted on any lien of any kind, the BANK may at its option immediately or thereafter declare this Mortgage and the indebtedness secured hereby, due and payable. If there is any mortgage superior to this Mortgage, then failure to pay said mortgage when due and in accordance with its terms or failure to abide by the terms at its option, may immediately or thereafter declare this Mortgage and the indebtedness hereby secured, due, and payable. Any modification of any mortgage superior to this Mortgage or waiver of any principal or interest payments on any note or mortgage superior to this Mortgage, including but not limited to the granting and acceptance of future advanced pursuant thereto, shall be deemed a breach of the terms and covenants of this Mortgage and the BANK hereof may at its option declare this Mortgage and the indebtedness secured hereby due and payable.

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

17. In order to accelerate the maturity of the indebtedness hereby secured because of the failure of the MORTGAGOR to pay any tax assessment, liability, obligation, or encumbrance upon said property as herein provided, it shall not be necessary nor requisite that the BANK shall first pay the same.

18. The mailing of a written notice of demand, addressed to the owner of record of the mortgaged premises, directed to the said owner at the last address actually furnished to the BANK, or directed to the said owner at said mortgaged premises, and mailed by United States Certified Mail, Return Receipt Requested, shall be sufficient notice and demand in any case arising under this instrument and required by the provisions hereof or by law. Notice to BANK if required hereunder, shall be deemed properly given when forwarded by Certified Mail, Return Receipt Requested, with sufficient postage affixed thereto and addressed to BANK at 780 N.W. 42nd Avenue, Miami, Florida.

19. The Abstract of Title covering the mortgaged property shall belong to and remain in the possession of the BANK during the term of this Mortgage, and in the event of the foreclosure of this Mortgage or other transfer of title of the mortgaged property in extinguishment of the indebtedness secured hereby, all right, title and interest of the MORTGAGOR in and to any such Abstract of Title shall pass to the purchaser or grantee.

20. If the validity or lien of this Mortgage or the PROMISSORY NOTE secured hereby be contested by litigation or otherwise, or if any action or proceeding shall be commenced in which the BANK is made a party, the MORTGAGOR agrees to pay to the BANK the cost of defending the same, including a reasonable attorney's fee and attorneys' fees on appeal, together with interest at the maximum default rate as provided in the PROMISSORY NOTE secured hereby.

21. In the event that MORTGAGOR shall: (1) consent to the appointment of a receiver, trustee, or liquidator of all or a substantial part of MORTGAGOR'S assets, or (2) be adjudicated a bankrupt, or admit in writing its inability to pay its debts as they become due, or (3) make a general assignment for the benefit

of creditors, or (4) file a petition or answer seeking reorganization or arrangement with creditors, or to take advantage of any insolvency law, or (5) file an answer admitting the material allegations of a petition filed against the MORTGAGOR in any bankruptcy, reorganization or insolvency proceedings, or (6) action shall be taken by the MORTGAGOR for the purpose of effecting any of the foregoing, or (7) any order, judgment, or decree shall be entered upon an application of a creditor of MORTGAGOR by a court of competent jurisdiction approving a Petition seeking appointment of a receiver or trustee of all or a substantial part of the MORTGAGOR'S assets and such order, judgment, or decree shall continue unstayed and in effect for any period of thirty (30) consecutive days, the BANK may declare the PROMISSORY NOTE hereby secured forthwith due and payable, whereupon the principal of and the interest accrued on the PROMISSORY NOTE and all other sums hereby secured shall become forthwith due and payable as if all of the said sums of money were originally stipulated to be paid on such day; and thereupon the BANK without notice or demand may prosecute a suit at law and/or in equity as if all monies secured hereby had matured prior to its institution.

22. The BANK may at any time, without notice to any person, grant to the MORTGAGOR any modification of any kind or nature whatsoever, release any person liable for payment of any indebtedness secured hereby, or allow any change or changes, substitution or substitutions of any of the property described in this Mortgage or any other collateral which may be held by the BANK without in any manner affecting the liability of the MORTGAGOR, of any endorsers, and/or guarantors of the indebtedness hereby secured or any other person for the payment of said indebtedness, together with interest and any other sums which may be due and payable to the BANK, and also without in any manner affecting or impairing the lien of this Mortgage upon the remainder of the property and other collateral which is not changed or substituted; and it is also understood and agreed that the BANK may at any time, without notice to any person, release any portion of the property described in this Mortgage or any other collateral, or any portion of any other collateral which may be held as security for the payment of the indebtedness hereby secured, either with or without any consideration for such release or releases, without in any manner affecting the liability of the MORTGAGOR, the endorsers, and/or guarantors, and all other persons who are or shall be liable for the payment of said indebtedness, and without affecting, disturbing or impairing in any manner whatsoever the validity and priority of the lien of this Mortgage or the full amount of the indebtedness remaining unpaid, together with all interest and advances which shall become payable, upon the entire remainder of the mortgaged property which is unreleased, and without in any manner affecting or impairing to any extent whatsoever any and all other collateral security which may be held by the BANK. It is distinctly understood and agreed by the MORTGAGOR and the BANK that any release or releases may be made by the BANK without the consent or approval of any other person or persons whomsoever.

23. Any agreement hereafter made by MORTGAGOR and BANK pursuant to this Mortgage shall be superior to the rights of the holder of any intervening lien or encumbrance.

24. In the event the premises hereby mortgaged, or any part thereof, shall be condemned and taken under the power of eminent domain, the BANK shall have the right to demand that all damages awarded for the taking of or damages to said premises shall be paid to the BANK, its successors or assigns, up to the amount then unpaid on this Mortgage, and may be applied against the payment or payments last payable thereon.

25. The MORTGAGOR will keep adequate records and books of account in accordance with generally accepted accounting principles and will permit the BANK, by its agents, accountants and attorneys, to visit and inspect the premises and examine the records and books of account of MORTGAGOR and to discuss the affairs, finances and accounts with MORTGAGOR at such reasonable times as may be requested by the BANK.

26. The MORTGAGOR will, at the cost of the MORTGAGOR, and without

expense to the BANK, do, execute, acknowledge, and deliver all and every such further acts, deeds, conveyances, mortgages, assignments, notices of assignments, transfers, and assurances as the BANK shall from time to time require, for the better assuring, conveying, assigning, transferring and confirming unto the BANK the property and rights hereby conveyed or assigned or intended now or hereafter so to be, or which the MORTGAGOR may be or may hereafter become bound to convey or assign to the BANK, or for carrying out the intention or facilitating the performance of the terms of this Mortgage and/or any other loan documents, or for filing, registering, or recording this Mortgage and/or any other loan documents, and, on demand, will execute and deliver, and hereby authorizes the BANK to execute in the name of the MORTGAGOR to the extent it may lawfully do so, one or more financing statements, chattel mortgages or comparable security instruments, to evidence more effectively the lien hereof upon the mixed or personal property.

27. (a) The MORTGAGOR forthwith upon the execution and delivery of this Mortgage and thereafter from time to time, will cause this Mortgage, and any security instrument creating a lien or evidencing the lien hereof upon the real and/or personal property and each instrument of further assurance to be filed, registered or recorded in such manner and in such places as may be required by any present or future law in order to publish notice of and to fully protect the lien and interest of the BANK in the mortgaged property.

(b) The MORTGAGOR will pay all filing, registration, or recording fees, and all expenses incident to the preparation, execution, and acknowledgment of this Mortgage, any mortgage supplemental hereto, any security instrument with respect to the chattels, and any instrument of further assurance, and all federal, state, county municipal stamp taxes and other taxes, duties, imposts, assessments, and charges arising out of or in connection with the execution and delivery of the PROMISSORY NOTE, this Mortgage, any mortgage supplemental hereto, any security instrument with respect to the chattels, or any instrument of further assurance.

28. The MORTGAGOR will pay, from time to time when the same shall become due, all claims and demands of mechanics, materialmen, laborers, and others which, if unpaid, might result in, or permit the creation of, a lien on the mortgaged property, whether paramount or subordinate to this Mortgage, or any part thereof, or on the revenues, rents, issues, income and profits arising therefrom, and in general will do or cause to be done everything necessary so that the lien of this Mortgage shall be fully preserved, at the cost of the MORTGAGOR, without expense to the BANK.

The claims of mechanics, materialmen and/or laborers which may give rise to mechanics' liens shall be released, discharged or bonded by MORTGAGOR with a cash or surety bond in the amount required by law for the bonding of mechanics' liens within thirty (30) days of the recording of the claim of lien.

29. The MORTGAGOR shall, within five (5) days after written demand by the BANK, execute in such form as shall be required by the BANK, an estoppel certificate and waiver of defenses duly acknowledged, setting forth the amount of principal and interest unpaid under the PROMISSORY NOTE and the general status of this Mortgage.

30. This Mortgage shall constitute a security agreement under the Uniform Commercial Code as it presently exists and may hereafter exist in the State of Florida. The MORTGAGOR hereby gives and grants unto the BANK a security interest in and to the furniture, fixtures, essential equipment, inventory, licenses, permits and contract rights necessary and normally used in the operation of the mortgaged premises. MORTGAGOR further agrees to execute and deliver to the BANK, simultaneously with the execution and delivery of this Mortgage, or at any other time at the request of BANK, any and all Uniform Commercial Code Financing Statements reasonably required by the BANK to effect the purposes and intent of this paragraph.

31. If this Mortgage and the PROMISSORY NOTE secured hereby be modified, extended, renewed, or in any other manner altered at the request of MORTGAGOR or any other party obligated hereunder or under the PROMISSORY NOTE secured hereby or upon agreement with the BANK, MORTGAGOR shall pay to the BANK any and all costs of such modification, extension or renewal, including but not limited to title review, Uniform Commercial code review, additional cost of recording, and such attorneys' fees as may be incurred by the BANK for such modification, extension, or renewal.

32. In the event any one or more of the provisions contained in this MORTGAGE or in the PROMISSORY NOTE or in any other loan document shall for any reason be held to be inapplicable, invalid, illegal or unenforceable in any respect, such inapplicability, invalidity, illegality, or unenforceability shall, at the option of the BANK, not affect any other provision of this Mortgage, but this Mortgage shall be construed as if such inapplicable, invalid, illegal, or unenforceable provision had never been contained herein or therein.

33. All of the grants, covenants, terms, provisions, and conditions herein shall run with the land and shall apply to, bind and inure to the benefit of, the successors and assigns of the MORTGAGOR and the successors and assigns of the BANK.

34. This Mortgage or any of the terms hereunder cannot be modified orally.

35. This Mortgage shall be governed by the laws of the State of Florida.

36. Any sum or sums which may be loaned or advanced by the BANK to the MORTGAGOR at any time during the term of this Mortgage or of the PROMISSORY NOTE secured hereby but within the time limit authorized by Florida law for making valid future advances, together with interest thereon at the rate agreed upon at the time of such loan or advance, shall be equally secured with and have the same priority as the original indebtedness and be subject to all the terms and provisions of this Mortgage; provided, that the then aggregate amount of principal outstanding shall not exceed twice the original principal sum secured hereby.

37. It is the intent hereof to secure payment of the Note and obligation secured hereby whether the entire amount shall have been advanced to the MORTGAGOR on the date hereof, or at a later date, and to secure any other amount or amounts that may be added to the mortgage indebtedness under the terms of this instrument, or advanced in the future. The total amount of indebtedness secured hereby may decrease or increase from time to time but the total unpaid balance so secured at any one time shall not exceed twice the original principal sum secured hereby together with interest accrued thereon and any disbursements made for the payment of taxes, levies, insurance premiums or advances made by the BANK as herein elsewhere provided for the protection of the property covered by the lien of this Mortgage, with interest thereupon; and this Mortgage shall secure any and all additional or further monies which may be advanced by the BANK, which future advances of money, if made, shall be evidenced by a Note or Notes executed by the MORTGAGOR to the BANK bearing such rate of interest and with such maturities as shall be determined from time to time, but any and all such future advances secured by this Mortgage shall be made within the time limit authorized by Florida law for making valid future advances. Nothing herein contained shall be deemed an obligation on the part of the BANK to make any future advances.

38. If at any time the State of Florida shall determine that the documentary stamps affixed to the Note or hereto or the taxes paid on this Mortgage are insufficient and that additional stamps or taxes should thereafter be affixed or paid, the MORTGAGOR shall pay for the same, together with any interest or penalties imposed in connection with such determination, and the amount of money needed to pay for such stamps or taxes and penalties shall, until such stamps are purchased and affixed and such taxes and penalties paid, be a portion of the indebtedness secured by this Mortgage and bear interest from the date of such determination at the maximum default

rate as provided in the PROMISSORY NOTE secured hereby.

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

40. Acceptance by the BANK of any payment which is less than full payment of all amounts due and payable at the time of such payment, even if made by one other than the obligor, shall not constitute a waiver of the MORTGAGEE'S right to exercise its option to declare the whole of the principal sum then remaining unpaid, together with all accrued interest thereon, immediately due and payable without notice, or any other rights of the BANK except as to the extent otherwise provided by law.

41. The rights of the BANK arising hereunder or allowed or permitted to the BANK by law, shall be separate, distinct and cumulative, and the selection of one remedy shall not preclude the selection of another or other remedies until the BANK shall have recovered all sums due it, together with the appropriate interest thereon, and all costs of collections, including attorney's fees and appellate attorney's fees.

42. Wherever used in this Mortgage, unless the context clearly indicates a contrary intent or unless otherwise specifically provided herein, the word "MORTGAGORS" shall mean "Mortgagor and/or any subsequent owner or owners of the premises"; the word "BANK" shall mean "OCEAN BANK or any subsequent holder or holders of this Mortgage"; the word "PROMISSORY NOTE" shall mean "Note or Notes of even date herewith secured by this Mortgage, and any additional Notes hereafter to be issued, secured by this Mortgage pursuant to the future advance provision hereof"; the word "person" shall mean "an individual, corporation, partnership or unincorporated association, joint stock corporation and joint venture", and pronouns of any gender shall include the other genders, and either the singular or the plural shall include the other. If the MORTGAGOR consists of more than one person, the obligations and liabilities MORTGAGOR consists of more than one person, the obligations and liabilities of each such person hereunder shall be joint and several.

43. If at any time any of the buildings or the improvements or the equipment now or hereafter located on or in the premises be unprotected or unguarded, or the premises be allowed to remain vacant or deserted for more than seven days, the BANK may, at its option, employ watchmen for the premises and expend any monies deemed by it necessary to protect the premises and the building and improvements thereon and the personal property therein from waste, vandalism and other hazards, depredation or injury, and the amount of any monies expended for such purposes with interest at the maximum default rate as provided in the PROMISSORY NOTE secured hereby, and payment of sums so expended shall be due and payable by MORTGAGOR to the BANK on demand and be added to the indebtedness and be secured by this Mortgage.

44. In addition to the obligations described above (as evidenced by the PROMISSORY NOTE or otherwise), this Mortgage is given to secure any and all obligations from the MORTGAGOR to the BANK and for all obligations of MORTGAGOR to BANK arising by virtue of any security agreement, Promissory Note or other agreement between MORTGAGOR and the BANK and for all obligations of MORTGAGOR to the BANK, contingent or absolute, direct or indirect, regardless of however or whenever created.

45. MORTGAGOR represents, warrants, covenants and agrees to perform all of the obligations to be performed by MORTGAGOR under this Mortgage, the PROMISSORY NOTE secured hereby and any other

instrument evidencing and/or securing the indebtedness secured hereby.

46. BANK AND MORTGAGOR SPECIFICALLY AGREE THAT THEY WAIVE ALL RIGHTS TO RELY ON OR ENFORCE ANY ORAL STATEMENTS MADE PRIOR TO OR SUBSEQUENT TO THE SIGNING OF THIS DOCUMENT.

47 BANK AND MORTGAGOR HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVE THE RIGHT EITHER MAY HAVE TO A TRIAL BY JURY IN RESPECT TO ANY LITIGATION BASED HEREON, OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS DOCUMENT, AND ANY AGREEMENT CONTEMPLATED TO BE EXECUTED IN CONJUNCTION HEREWITH, OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS (WHETHER VERBAL OR WRITTEN) OR ACTIONS OF EITHER PARTY MADE BEFORE, DURING, OR AFTER THE EXECUTION OF THIS DOCUMENT. THIS PROVISION IS A MATERIAL INDUCEMENT FOR THE BANK EXTENDING CREDIT TO MORTGAGOR.

IN WITNESS WHEREOF, the MORTGAGOR has, on the day and year first above written, executed these presents.

Signed, sealed and delivered in the presence of:

[Signature]
[Signature]

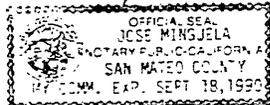
[Signature]
PEDRO MERINO
[Signature]
BLANCA MERINO

X STATE OF CALIFORNIA
SS.
X COUNTY OF SAN MATEO

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgements, personally appeared PEDRO MERINO and BLANCA MERINO, his wife, to me well known and known to me to be the persons described in and who executed the foregoing instrument, and acknowledged before me that they executed the same for the purpose therein expressed.

WITNESS my hand and official seal in the County and State last aforesaid on this 3 day of MAY, 1990.

[Signature]
NOTARY PUBLIC, STATE OF



My Commission Expires: SEP 18, 1990

146276 125

NAME: MERINO, Pedro & Blanca
ACCOUNT: _____

PROMISSORY NOTE

\$95,000.00

Miami, Florida
X 3 - JULY, 1990

FOR VALUE RECEIVED, the undersigned promises to pay to the order of OCEAN BANK, a State Banking Corporation, 780 N.W. 42nd Avenue, Miami, Florida, 33126, the principal sum of NINETY FIVE THOUSAND NO/100 (\$95,000.00) DOLLARS or so much thereof as may be disbursed, with interest from the date hereof at the rate of interest hereinafter specified:

Sixty (60) monthly payments of principal and interest in the amount of \$1,113.22 at the fix rate of TWELVE PERCENT (12.0%) per annum. First payment to be made one month from the date of disbursement and subsequent monthly payments thereafter on the same day of each and every month until maturity.

The holder hereof shall have the optional right to declare the principal sum disbursed hereunder and all accrued interest thereon to be due and forthwith payable in advance of the maturity date fixed herein upon the failure of the undersigned to pay, within 10 days of due date any one of the installments of interest or, at the option of the holder, upon the occurrence of any event of default by the undersigned in the Mortgage securing this Note. Failure to exercise this option with respect to any failure or breach by the undersigned shall not constitute a waiver of the right as to any subsequent failure or breach.

If payment is not received by holder on/or before ten (10) days after the due date, the interest rate thereafter will automatically increase to the maximum rate then permitted by applicable law and will remain at the maximum rate then permitted by applicable law until the payments are completely brought up to date and current.

This Note may be prepaid in full or in part prior to maturity without premium or penalty.

While in default, this Note shall bear interest at the rate of the highest rate of interest then allowed under the laws of the State of Florida.

In no event shall interest (including any charge or fee held to be interest by a court of competent jurisdiction) accrue to be payable herein in excess of the highest contract rate allowable by law for the time such indebtedness shall be outstanding and unpaid, and if by reason of the acceleration of maturity of such indebtedness or for any other reason, interest in excess of the highest legal rate shall be due or paid, any such excess shall constitute and be treated as a payment on the principal hereof and shall operate to reduce such principal by the amount of such excess, or if in excess of the principal indebtedness such excess shall be waived or refunded to the maker.

All parties liable for the payment of this Note agree to pay the holder hereof a reasonable attorneys' fee for the services of counsel employed after default or demand to collect this Note, or to protect or enforce the security thereof, whether or not suit be brought. Presentment, protest, notice of dishonor and notice of protest of this Note are hereby waived by all parties now or hereafter liable hereon, whether as makers, endorsers, or otherwise.

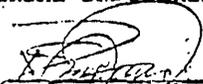
This Note is secured by a Mortgage Deed of even date, and the terms of said Mortgage Deed are, by this reference, made a part hereof. This Note and said Mortgage Deed are being delivered in the State of Florida and shall be construed and enforced in accordance with, and the rights of the parties shall be governed by, the laws thereof.

All of the covenants, conditions, and agreements contained in the Mortgage and any other document evidencing the loan are hereby made a part of this instrument.

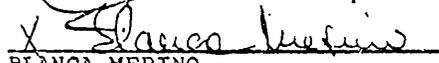
This Note may not be changed orally, but only by an agreement in writing and signed by the party against whom enforcement of any waiver, change, modification or discharge is sought.

BANK AND MAKER SPECIFICALLY AGREE THAT THEY WAIVE ALL RIGHTS TO RELY ON OR ENFORCE ANY ORAL STATEMENTS MADE PRIOR TO OR SUBSEQUENT TO THE SIGNING OF THIS DOCUMENT.

BANK AND MAKER HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVE THE RIGHT EITHER MAY HAVE TO A TRIAL BY JURY IN RESPECT TO ANY LITIGATION BASED HEREON, OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS DOCUMENT, AND ANY AGREEMENT CONTEMPLATED TO BE EXECUTED IN CONJUNCTION HERewith, OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS (WHETHER VERBAL OR WRITTEN) OR ACTIONS OF EITHER PARTY MADE BEFORE, DURING OR AFTER THE EXECUTION OF THIS DOCUMENT. THIS PROVISION IS A MATERIAL INDUCEMENT FOR THE BANK EXTENDING CREDIT TO MAKER.



PEDRO MERINO



BLANCA MERINO

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Ocean Bank



Institution Details

Data as of 07/19/2024



FDIC Insured
Since 12/09/1982

FDIC Cert

24156

Established

12/09/1982

Bank Charter Class

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

Primary Federal Regulator

Federal Deposit Insurance Corporation

Main Office Address

780 Nw 42nd Ave
Miami, FL 33126

Primary Website

www.oceanbank.com

Locations

23 domestic locations: 1 state and 0 territories.
0 in foreign locations.

Financial Information

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Address

16824	Main Office	Ocean Bank	780 Nw 42nd Ave Miami, FL 33126	Miami	Miami-Dade	FL	Full Serv Brick A Morta
256984	1	Bird Road Branch	7951 Sw 40th St Miami, FL 33155	Miami	Miami-Dade	FL	Full Serv Brick And M
256985	2	Palm Spring Branch	790 W 49th St Hialeah, FL 33012	Hialeah	Miami-Dade	FL	Full Serv Brick And M
256986	3	West Flagler Branch	8700 W Flagler St Miami, FL 33174	Miami	Miami-Dade	FL	Full Serv Brick And M
17491	4	Hialeah Branch	1801 W 4th Ave Hialeah, FL 33010	Hialeah	Miami-Dade	FL	Full Serv Brick And M
256987	5	Brickell Branch	1000 Brickell Ave Miami, FL 33131	Miami	Miami-Dade	FL	Full Serv Brick And M
256988	6	Coral Way Branch	12005 Sw 26th St Miami, FL 33175	Miami	Miami-Dade	FL	Full Serv Brick And M
256989	7	Eighth Street Branch	6600 Sw 8th St West Miami, FL	West Miami	Miami-Dade	FL	Full Serv Brick And M

				33144				
256990	8	Coral Gables Branch	2655 S Le Jeune Rd Coral Gables, FL 33134	Coral Gables	Miami-Dade	FL	Full Serv Brick And M	
256991	9	Airport West Branch	7650 Nw 25th St Miami, FL 33122	Miami	Miami-Dade	FL	Full Serv Brick And M	
256992	10	Miami Lakes Branch	7455 Miami Lakes Dr Miami Lakes, FL 33014	Miami Lakes	Miami-Dade	FL	Full Serv Brick And M	
256993	11	Miami Beach Branch	501 W 41st St Miami Beach, FL 33140	Miami Beach	Miami-Dade	FL	Full Serv Brick And M	
256994	12	Downtown Miami Branch	165 Southeast 1st Street Miami, FL 33131	Miami	Miami-Dade	FL	Full Serv Brick And M	
256995	13	Downtown Fort Lauderdale Branch	100 N Federal Highway Fort Lauderdale, FL 33301	Fort Lauderdale	Broward	FL	Full Serv Brick And M	
		Miller	14651 Sw 56th St		Miami		Full Serv	

359708	20	Miller Branch	2300 Miami, FL 33175	Miami	Miami-Dade	FL	Full Serv Brick And M
365331	21	Weston Branch	2300 Weston Rd Weston, FL 33326	Weston	Broward	FL	Full Serv Brick And M
419488	22	Kendall Drive Branch	10950 N Kendall Dr Miami, FL 33176	Miami	Miami-Dade	FL	Full Serv Brick And M
514896	23	Doral Branch	2500 Nw 97th Ave Ste 100 Doral, FL 33172	Doral	Miami-Dade	FL	Full Serv Brick And M
583266	24	Pinecrest Branch	13593 S Dixie Hwy Pinecrest, FL 33156	Pinecrest	Miami-Dade	FL	Full Serv Brick And M
605439	26	West Kendall Branch	15680 Sw 88th St Miami, FL 33196	Miami	Miami-Dade	FL	Full Serv Brick And M
607784	27	Aventura Branch	20900 Ne 30th Ave Ste 103 Aventura, FL 33180	Aventura	Miami-Dade	FL	Full Serv Brick And M
611946	28	South Miami	6939 S Red Rd Coral Gables, FL 33146	Coral Gables	Miami-Dade	FL	Full Serv Brick And M

655716	29	Orlando Branch	33143 111 North Magnolia Avenue Suite 100 Orlando, FL 32801	Orlando	Orange	FL	Full Serv Brick And M
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