

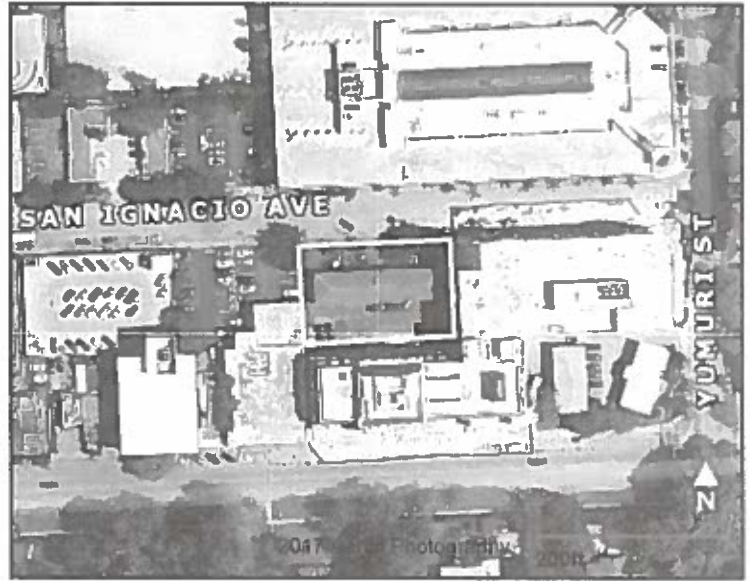


OFFICE OF THE PROPERTY APPRAISER

Summary Report

Generated On : 8/8/2018

Property Information	
Folio:	03-4130-009-1520
Property Address:	1520 SAN IGNACIO AVE Coral Gables, FL 33146-3029
Owner	1515 SUNSET LLC
Mailing Address	133 SEVILLA AVE CORAL GABLES, FL 33134 USA
PA Primary Zone	6400 COMMERCIAL - CENTRAL
Primary Land Use	1813 OFFICE BUILDING - MULTISTORY : OFFICE BUILDING
Beds / Baths / Half	0 / 0 / 0
Floors	2
Living Units	0
Actual Area	Sq Ft
Living Area	Sq Ft
Adjusted Area	7,250 Sq Ft
Lot Size	15,364 Sq Ft
Year Built	1948



Assessment Information			
Year	2018	2017	2016
Land Value	\$1,920,500	\$1,874,408	\$1,536,400
Building Value	\$373,050	\$373,050	\$355,286
XF Value	\$9,869	\$10,019	\$10,168
Market Value	\$2,303,419	\$2,257,477	\$1,901,854
Assessed Value	\$2,301,242	\$2,092,039	\$1,901,854

Benefits Information				
Benefit	Type	2018	2017	2016
Non-Homestead Cap	Assessment Reduction	\$2,177	\$165,438	

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

Short Legal Description
30 54 41 PB 28-32 COR GABLES RIVIERA SEC 14 2ND REV W34FT LOT 16 & ALL LOTS 15 & 14 & E19.64FT LOT 13 BLK 205 LOT SIZE 153.640 X 100

Taxable Value Information			
	2018	2017	2016
County			
Exemption Value	\$0	\$0	\$0
Taxable Value	\$2,301,242	\$2,092,039	\$1,901,854
School Board			
Exemption Value	\$0	\$0	\$0
Taxable Value	\$2,303,419	\$2,257,477	\$1,901,854
City			
Exemption Value	\$0	\$0	\$0
Taxable Value	\$2,301,242	\$2,092,039	\$1,901,854
Regional			
Exemption Value	\$0	\$0	\$0
Taxable Value	\$2,301,242	\$2,092,039	\$1,901,854

Sales Information			
Previous Sale	Price	OR Book-Page	Qualification Description
06/17/2015	\$3,800,000	29664-4205	Not exposed to open-market, atypical motivation

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

1520 San Ignacio Avenue

<u>Owner (Registered Agent)</u> 1515 Sunset, LLC c/o Catherine H. Lorie Registered Agent 133 Sevilla Ave Coral Gables, FL 33134-6006	<u>First Mortgagee (FDIC address)</u> City National Bank of Florida 25 West Flagler St Miami, FL 33130-1712
<u>First Mortgagee (mortgage address)</u> City National Bank of Florida 1450 Brickell Ave, Ste 2800 Miami, FL 33131-3459	<u>Second Mortgagee (assignment and FDIC address)</u> Ocean Bank 780 NW 42 Ave Miami, FL 33126-5540

1520 SAN IGNACIO AVENUE





The City of Coral Gables

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

March 6, 2018

VIA CERTIFIED MAIL

91 7108 2133 3932 5853 8436

1515 SUNSET LLC
133 SEVILLA AVE
CORAL GABLES, FL 33134

RE: 1520 SAN IGNACIO AVE
FOLIO # 0341300091520
Recertification of Building 40 Years or Older

To whom it may concern:

As per the Miami-Dade County Property Appraiser's office the above referenced property address is forty (40) years old, or older, having been built in 1948. In accordance with the Miami-Dade County Code, Chapter 8, Section 8-11(f), a Florida Registered Architect or Professional Engineer must inspect said building and a completed Recertification Report ("Report") must be submitted to this Department within ninety (90) calendar days from the date of this letter. A completed Report includes the Building Structural Report, the Building Electrical Report, cover letter(s) stating the structure meets the electrical and structural requirements for recertification, the Parking Lot Illumination Standards Form and the Parking Lot Guardrails Requirements Form; no additional documents or photographs are necessary. Note all paperwork submitted must be the original signed and sealed documents (no copies). Submittal of the Report does not constitute recertification; it must be approved by this Department.

In the event repairs or modifications are found to be necessary, the Building Official is able to grant an extension of one hundred fifty (150) calendar days from the date of this letter to obtain the necessary permits and perform the repairs. The structure will be recertified once a revised Report is submitted and approved, and all required permits are closed.

The Architect or Engineer may obtain the required Form, "Minimum Inspection Procedural Guidelines for Building Recertification," from the following link: http://www.miamidade.gov/pa/propertyrecertification.asp. The Recertification Report fee of \$380.63 and additional document and filing fees shall be submitted to the Development Services Department, 405 Biltmore Way, 3rd Floor, Coral Gables, Florida, 33134. In order to avoid delays please submit in person in order to calculate the fees accordingly.

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; a \$600.00 administrative fee will be imposed. 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.

The Department's working hours are Monday through Friday, 7:30am to 3:30pm, tel: (305) 460-5235.

Thank you for your prompt attention to this matter.

Handwritten signature of Manuel Z. Lopez

Manuel Z. Lopez, P.E.
Building Official

CITY'S

EXHIBIT

2

USPS Tracking®

FAQs > (<http://faq.usps.com/?articleId=220900>)

Track Another Package +

Tracking Number: 9171082133393258538436

Remove X

Your item was delivered to the front desk or reception area at 10:58 am on March 9, 2018 in MIAMI, FL 33134.

 **Delivered**

March 9, 2018 at 10:58 am
Delivered, Front Desk/Reception
MIAMI, FL 33134

Tracking History

March 9, 2018, 10:58 am

Delivered, Front Desk/Reception
MIAMI, FL 33134

Your item was delivered to the front desk or reception area at 10:58 am on March 9, 2018 in MIAMI, FL 33134.

March 8, 2018, 10:26 pm

Departed USPS Regional Facility
MIAMI FL DISTRIBUTION CENTER

March 7, 2018, 9:47 pm

Arrived at USPS Regional Facility
MIAMI FL DISTRIBUTION CENTER



The City of Coral Gables

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

June 6, 2018

1515 SUNSET LLC
133 SEVILLA AVE
CORAL GABLES, FL 33134

RE: 1520 SAN IGNACIO AVE
FOLIO # 0341300091520
Recertification of Building 40 Years or Older - **SECOND NOTICE**

Dear Property Owner:

In a certified letter dated March 6, 2018, 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 licensed architect or engineer within ninety (90) calendar days certifying the structure meets the requirements for recertification provided under the Minimum Inspection Procedural Guidelines for Building 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 letter(s) stating the structure meets the electrical and structural requirements for recertification from a Florida Registered Architect or Professional Engineer that inspects said building, 2) Building Structural Report, 3) Building Electrical Report, 4) Parking Lot Illumination Standards Form and 5) Parking Lot Guardrails Requirements Form; no additional documents or photographs are necessary. Note all paperwork submitted must be the original signed and sealed documents (no copies).

Failure to submit a 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.

Please govern yourself accordingly.

Sincerely,

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

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



The City of Coral Gables

Development Services Department July 10, 2018
CITY HALL 405 BELTMOORE WAY
CORAL GABLES, FLORIDA 33134

1515 SUNSET LLC
133 SEVILLA AVE
CORAL GABLES, FL 33134

RE: Recertification of Building 40 Years or Older – **FINAL NOTICE**
1520 SAN IGNACIO AVE
Folio # 0341300091520

Dear Property Owner:

In a certified letter dated March 6, 2018, this Department notified you the property referenced above requires Building Recertification pursuant to Miami-Dade County Code, Chapter 8, Section 8-11(1). A Second Notice, dated and mailed June 6, 2018, informed you it was necessary to submit a completed Report prepared by a licensed architect or engineer within thirty (30) calendar days certifying the structure meets (or does not meet) the requirements for recertification provided under the Minimum Inspection Procedural Guidelines for Building Recertification.

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") and 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.

Please govern yourself accordingly.

Sincerely,

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

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

BEFORE THE CONSTRUCTION REGULATION BOARD
FOR THE CITY OF CORAL GABLES

CITY OF CORAL GABLES.

Case No. 18-7740

Petitioner.

vs.

1515 Sunset LLC
c/o Catherine H. Lorie
133 Sevilla Avenue
Coral Gables, Florida 33134-6006

Return receipt number:

7017 3040 0000 8658 6816

Respondent.

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

Date: August 29, 2018

Re: **1520 San Ignacio Avenue**, Coral Gables, Florida 33146-3029 and legally described as W34ft Lot 16 & all Lots 15 & 14 & E19.64ft Lot 13, Block 205, of CORAL GABLES RIVIERA SECTION 14 2nd REV, according to the Plat thereof, as recorded in Plat Book 28, Page 32, of the Public Records of Miami-Dade County, Florida; and having folio number 03-4130-009-1520 ("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 105-1 86(j)(13) 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.

Therefore, this matter is set for hearing before the City's Construction Regulation Board ("Board") in the Commission Chambers, City Hall, 405 Biltmore Way, Coral Gables, Florida 33134, on September 17, 2018, 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 Belkys Garcia, Secretary to the Board, at City of Coral Gables, Development Services Department, 405 Biltmore Way, 3rd Floor, Coral Gables, FL 33134. bgarcia@coralgables.com. tel: (305) 460-5229. The Development Services Department's hours are Monday through Friday, 7:30 a.m. to 3:30 p.m., tel: (305) 460-5235.

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.


Belky's Garcia, 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.

Presentations made to this Board are subject to the City's False Claims Ordinance, Chapter 39 of the City of Coral Gables Code.

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, 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.

c:

City National Bank of Florida, 25 West Flagler Street, Miami, Florida 33130-1712

City National Bank of Florida, 1450 Brickell Avenue, Suite 2800, Miami, Florida 33131-3459

Ocean Bank, 780 N.W. 42nd Avenue, Miami, Florida 33126-5540



CITY OF CORAL GABLES
DEVELOPMENT SERVICES DEPARTMENT
Affidavit of Posting

Case #: 18-7740

Title of Document Posted: Construction Regulation Board, Notice of Unsafe Structure Violation For Failure To Recertify and Notice of Hearing

I, Eduardo MARTIN, DO HEREBY SWEAR/AFFIRM THAT
THE AFOREMENTIONED NOTICE WAS PERSONALLY POSTED, BY ME, AT THE
ADDRESS OF 1520 SAN IGNACIO ON 8-29-18
AT 1st AVENUE.

Eduardo MARTIN
Employee's Printed Name

Eduardo Martin
Employee's Signature

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

Sworn to (or affirmed) and subscribed before me this 29th day of August in
the year 2018, by Eduardo Martin who is personally known to
me.

My Commission Expires:



Belkys Garcia
Notary Public

1520 SAN IGNACIO AVENUE





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
AB-13-06-1702	06/26/2013	1520 SAN IGNACIO AVE	BOA COMPLETE (LESS THAN \$75,000)	ALUMINUM WINDOWS (56) DOORS (4) WHITE FRAME BRONZE GLASS \$52,000	final	06/26/2013	04/17/2015	0.00
BL-13-07-0037	07/01/2013	1520 SAN IGNACIO AVE	DOOR/GARAGE DOOR/SHUTTER/WINDOW	INSTALL 56 ALUMINUM WINDOWS & 4 DOORS WHITE FRAME BRONZE GLASS \$52,000	final	07/03/2013	08/26/2013	0.00
CC-10-06-3693	06/04/2010	1520-22 SAN IGNACIO AVE	CONCURRENCY INVOICE	CHANGE OF USE FROM PSY OFFICE TO RETAIL SALES & SERVICES	final	06/04/2010	06/04/2010	0.00
CE-15-04-4642	04/15/2015	1520 SAN IGNACIO AVE	CODE ENF LIEN SEARCH	LIEN SEARCH	final	04/20/2015	04/20/2015	0.00
CE-18-06-2934	06/04/2018	1520 SAN IGNACIO AVE	CODE ENF LIEN SEARCH	LIEN SEARCH	final	06/05/2018	06/05/2018	0.00
PS-14-11-3405	11/03/2014	1520 SAN IGNACIO AVE	TREE REMOVAL/RELOCATION	TREE REMOVAL 1- PODACARPUS	final	11/13/2014	11/13/2014	0.00
PU-13-06-0085	06/03/2013	1520 SAN IGNACIO AVE	PUBLIC RECORDS SEARCH	REQ COPY OF PERMIT 7751B	final	06/07/2013	06/07/2013	0.00
RC-18-08-3194	08/08/2018	1520 SAN IGNACIO AVE	BLDG RECERT / CRB	BUILDING RECERTIFICATION (1948) CONSTRUCTION REGULATION BOARD CASE # AND UNSAFE STRUCTURES FEE	approved			980.63
RV-13-08-1019	08/16/2013	1520 SAN IGNACIO AVE	REVISION TO PERMIT	REVISION	final	08/26/2013	08/26/2013	0.00
ZV-15-06-5494	06/18/2015	1520 SAN IGNACIO AVE	ZONING LETTER VERIFICATION	ZONING VERIFICATION LETTER	pending			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 of Coral Gables
Fire Department
Fire Prevention Division
 2815 Salzedo Street, Coral Gables, FL 33134
 Fax (305) 460-5598

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

Occupant Name:	1520 San Ignacio - Core	Inspection Date:	8/9/2018
Address:	1520 San Ignacio Avenue Coral Gables	InspectionType:	AA-Tactical, Core
		Inspected By:	Ricardo Legra (A) 305-460-5561
Suite:		Occ. Sq. Ft.:	7250
		Occupant Number:	

No violations noted at this time.

Company Representative:

NOT Available to Sign

Signature valid only in mobile-eyes documents

Stephan Medina
8/9/2018

Inspector:

Signature valid only in mobile-eyes documents

Ricardo Legra (A)
8/9/2018

CITY'S *Composite*
EXHIBIT 4

1 00000 0000 1000 1000 1000 1000 1000 1000 1000 1000

CFN 20090742678
OR Bk 27046 Ps 4591; (1pg)
RECORDED 10/14/2009 11:35:06
DEED DDC TAX 19,800.00
SURTAX 14,850.00
HARVEY RUVIN, CLERK OF COURT
MIAMI-DADE COUNTY, FLORIDA
LAST PAGE

Prepared by and return to:
Michael P. Peterson, Esq.
MICHAEL P. PETERSON, P.A.
8900 Southwest 117th Avenue, Suite C-104
Miami, Florida 33186
305-270-3773

File Number:

Parcel Identification No: 03-4130-009-1530

[Space Above This Line For Recording Data]

Warranty Deed

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

This Indenture made this 12 day of October, 2009 between Gator Properties, Inc., a Florida corporation, whose post office address is 6900 Yamuri Street, Coral Gables, Florida 33146, of the County of Miami-Dade, State of Florida, Grantor*, and 1515 Sunset, LLC., a Florida limited liability company whose post office address is 133 Sevilla, Coral Gables, Florida 33134 of the County of Miami-Dade, State of Florida, Grantee*.

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

The East 16.0 feet of Lot 16, and all of Lots 17, 18, 19 and 20, Block 205, SECOND REVISED PLAT OF CORAL GABLES RIVIERA SECTION, PART 14, according to the Plat thereof, as recorded in Plat Book 28, Page(s) 32, of the Public Records of Miami-Dade County, Florida

- Subject to:
1. Taxes for the year 2009 and subsequent years.
 2. Restrictions, reservations, easements, conditions, limitations, and all other matters appearing on the Public Records of Miami-Dade County, Florida.

and said Grantor does hereby fully warrant the title to said land, and will defend the same against lawful claims of all persons whomsoever.

* "Grantor" and "Grantee" are used for singular or plural, as context requires.

IN WITNESS WHEREOF, the said party of the first part has hereunto set his hand and seal the day and year first above written.

Signed, sealed and delivered in our presence:

Wayne R. Porsak
Witness Name: Wayne R. Porsak

Michael P. Peterson
Witness Name: Michael P. Peterson

GATOR PROPERTIES, INC., a
Florida Corporation

By: Paul N. Waddell
PAUL N. WADDELL, as President

State of Florida
County of Miami-Dade

(Corporate Seal)

The foregoing instrument was acknowledged before me this 12th day of October 2009 by Paul N. Waddell, President of GATOR PROPERTIES, INC., on behalf of the corporation. He/she is personally known to me or has produced a Driver's License as identification.

[Notary Seal]

Notary Public Patricia K Myer
Printed Name: PATRICIA K MYER
My Commission Expires: 10-5-13



DoubleTime®



CFN 20150396461
 OR BK 29664 Pgs 4205-4206 (2Pgs)
 RECORDED 06/22/2015 09:52:50
 DEED DOC TAX \$22,800.00
 SURTAX \$17,100.00
 HARVEY RUVIN, CLERK OF COURT
 MIAMI-DADE COUNTY, FLORIDA

Prepared By:
 Thomas J. Matkov
 Dunwoody White & Landon, P.A.
 550 Biltmore Way, Suite 810
 Coral Gables, FL 33134

Property Folio Number: 03-4160-009-1520

WARRANTY DEED

THIS WARRANTY DEED, made this 17 day of June, 2015, between HOLSTON APARTMENTS INC, a Florida corporation, whose address is 521 San Servando Avenue, Coral Gables, FL 33143 ("Grantor"), and 1515 SUNSET, LLC, a Delaware limited liability company whose address is 133 Sevilla Avenue, Coral Gables, FL 33134 ("Grantee"), provides:

WITNESSETH:

That Grantor, for and in consideration of the sum of One Dollar (\$1.00) and other good and valuable considerations, to it in hand paid by Grantee, the receipt whereof is hereby acknowledged, does hereby grant, bargain and convey unto Grantee, its successors and assigns forever, the following described real property located in Miami-Dade County, Florida, to wit:

Lot 16, less the East 16 feet; all of Lots 15 and 14, and the East 19 feet of Lot 13 all in Block 205, SECOND REVISED PLAT OF CORAL GABLES RIVIERA, SECTION 14, according to the Plat thereof, recorded in Plat Book 28, at Page 32, of the Public Records of Miami-Dade County, Florida.

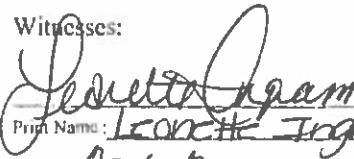
Subject to easements, conditions, reservations, restrictions and limitations of record; to applicable zoning regulations and other requirements imposed by governmental authorities; and to taxes for the current and subsequent years.

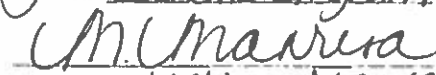
And Grantor does hereby fully warrant title to the land conveyed hereby and will defend the same against the lawful claims of all persons whomsoever.

IN WITNESS WHEREOF, Grantor has executed these presents the day and year above written.

Signed, Sealed and delivered in the presence of us:

Witnesses:


 Print Name: Leonette Ingram


 Print Name: Melissa Manresa

HOLSTON APARTMENTS INC

By: 
 Clint C. Moylan, President

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

The foregoing instrument was acknowledged before me this 17th day of June 2015, by Clint C. Moylan, as President of Holston Apartments, Inc, a Florida corporation, on behalf of said corporation. He is (notary choose one) [] personally known to me or [X] has produced FL Driver License as identification.



M. Manresa
Notary Public
Melissa Manresa
(Printed Name of Notary)

My Commission Expires:

m:\real estate\m\moylan\closing docs\deed warranty.docx



CFN 2010R0325726
 OR Bk 27285 Pgs 0970 - 974; (5pgs)
 RECORDED 05/14/2010 14:01:41
 HARVEY RUVIN, CLERK OF COURT
 MIAMI-DADE COUNTY, FLORIDA

SUNSET OFFICE BUILDING, ID# 20619

UNITY OF TITLE

THIS UNITY OF TITLE, made and entered into this 24 day of February 2010, by 1515 Sunset LLC., a Florida limited liability company, hereinafter designated as the "DEVELOPER", to Miami - Dade County, a political subdivision of the State of Florida, its successors and assigns, hereinafter designated as the "COUNTY";

WITNESSETH

THAT WHEREAS, the Miami-Dade Water and Sewer Department, hereinafter designated as the "DEPARTMENT", operates the water system owned by the COUNTY, and

WHEREAS, the DEVELOPER is the fee owner of the real property legally described as:

See Exhibit "A" attached hereto

And the DEVELOPER recognizes and acknowledges that for the public health, welfare, safety and morale, the herein described property should not be divided into separate parcels owned by several owners, and in consideration of providing water service by the COUNTY to the subject property at a substantial savings to the DEVELOPER by allowing new connections to private facilities of the DEVELOPER within the property described above rather than requiring that the connections be made directly to facilities of the COUNTY located within dedicated rights-of-way, and for other good and valuable considerations, the DEVELOPER hereby agrees to restrict the use of the subject property in the following manner:

5



[Department of State](#) / [Division of Corporations](#) / [Search Records](#) / [Detail By Document Number](#) /

Detail by Entity Name

Foreign Limited Liability Company
1515 SUNSET LLC

Filing Information

Document Number M14000004075
FEI/EIN Number N/A
Date Filed 06/11/2014
State DE
Status ACTIVE

Principal Address

133 SEVILLA AVENUE
CORAL GABLES, FL 33134

Mailing Address

133 SEVILLA AVENUE
CORAL GABLES, FL 33134

Registered Agent Name & Address

LORIE, CATHERINE H
133 SEVILLA AVENUE
CORAL GABLES, FL 33134

Authorized Person(s) Detail

Name & Address

Title MGR

LORIE, CATHERINE H
133 SEVILLA AVENUE
CORAL GABLES, FL 33134

Annual Reports

Report Year	Filed Date
2016	01/08/2016
2017	01/04/2017

2018

01/26/2018

Document Images

[01/26/2018 -- ANNUAL REPORT](#)

View image in PDF format

[01/04/2017 -- ANNUAL REPORT](#)

View image in PDF format

[01/08/2016 -- ANNUAL REPORT](#)

View image in PDF format

[01/13/2015 -- ANNUAL REPORT](#)

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THIS INSTRUMENT PREPARED BY
Paul Palmer, Esq.
Palmer, Palmer & Mangiero
12790 S. Dixie Highway
Miami, FL 33156

CFN 20090742679
OR Bk 27046 Pgs 4592 - 4600; (9pgs)
RECORDED 10/14/2009 11:35:06
MTG DOC TAX 9,240.00
INTANG TAX 5,280.00
HARVEY RUVIN, CLERK OF COURT
MIAMI-DADE COUNTY, FLORIDA

MORTGAGE AND SECURITY AGREEMENT

THIS MORTGAGE AND SECURITY AGREEMENT (the "Mortgage") is executed this ^{15th} day of **October, 2009**, by ~~1515 Sunset LLC, a Florida Limited Liability Company~~ (hereinafter referred to as "Mortgagor"), whose address is 133 Sevilla Ave, Coral Gables, FL 33134, in favor of **GIBRALTAR PRIVATE BANK & TRUST COMPANY** (hereinafter referred to as "Mortgagee"), whose address is 220 ALHAMBRA CIRCLE, 5th FLOOR, CORAL GABLES, FLORIDA 333134. "Mortgagor" and "Mortgagee", as used herein, shall include the heirs, personal representatives, successors and assigns thereof, and shall refer to the singular or plural, masculine or feminine, as the context may require.

WITNESSETH:

To secure payment of the obligations of Mortgagor to Mortgagee in the principal sum of **TWO MILLION SIX HUNDRED FORTY THOUSAND AND NO/100 DOLLARS (\$2,640,000.00)** (the "Loan"), and any and all renewals, modifications or extensions thereof, and to secure performance by Mortgagor of all of its obligations to Mortgagee, Mortgagor does hereby mortgage, grant, sell, bargain, remise and convey to Mortgagee the following described parcels of property located in **Miami-Dade County, Florida**, as more particularly described on Exhibit "A" attached hereto and made a part hereof (the "Property").

TOGETHER WITH all the right, title and interest of the Mortgagor in and to any and all buildings, improvements and appurtenances now standing or at any time hereafter constructed or placed on the Property, or any part or parts thereof, including without limitation, all partitions, screens, awnings, window shades, dynamos, motors, engines, elevators, call systems, fire apparatus, plumbing, ventilating, gas and electric light fixtures, machinery, appliances, apparatus, fittings and fixtures of every kind in any building now or hereafter erected on the Property; together with the rents, issues and profits thereof;

TOGETHER WITH the personal property now or hereafter situated and located in or appurtenant to said building or buildings on the Property, and all other furniture, furnishings and equipment now or hereafter owned by Mortgagor, and/or used or employed, or to be used or employed in connection with any business owned, conducted, operated or controlled by the Mortgagor on the Property, or any part thereof;

TOGETHER WITH all and singular the easements, hereditaments, rights of way, appendages and appurtenances to the Property and belonging or in anywise appertaining thereto, and all the right, title and interest of the Mortgagor in and to any and all streets, ways, alleys, strips or gores of land adjoining the Property, or any part thereof;

TOGETHER WITH all and singular the reversion or reversions, remainder or remainders in and to the Property, and every part and parcel thereof; and, all the estate, right, title, interest, property, possession, claim and demand whatsoever, both at law and in equity, of said Mortgagor, in and to the said real and personal property, and every part and parcel thereof, together with any appurtenances thereto.

(All of the foregoing shall hereinabove and hereinafter be collectively referred to as the "Property".)

AND, Mortgagor, as additional security to, and for the better protection of, the Mortgagee, has and by these presents does hereby grant, bargain, sell, assign, transfer and set over unto the Mortgagee all and singular the rents, income, issues, profits and revenue, from whatever source derived, arising or flowing from the Property, or any building or structure now or hereafter placed on the Property, and any business now or hereafter conducted thereon or therewith, and with respect to tenants or concessionaires in said building or buildings, such rents, issues and profits are hereby specifically assigned and transferred to the Mortgagee with the same force and effect as if each and all of the persons who are now, or may hereafter become, tenants or concessionaires in said building or buildings were now known and herein expressly named; the Mortgagor hereby consenting and agreeing that the pledge of said rents, income, issues, profits and revenue is necessary to protect the Mortgagee and to secure the indebtedness for which this Mortgage has been given, with full authority on the part of the Mortgagor to have the protection which this instrument hereinafter affords, so as to preserve the said rents, income, issues, profits and revenue in case of suit being filed to foreclose this Mortgage.

TO HAVE AND TO HOLD all and singular the Property, and the rents, issues and profits thereof, unto the Mortgagee, in fee simple and forever.

AND THE Mortgagor does covenant with the Mortgagee, that the Mortgagor is indefeasibly seized of the Property in fee simple; that the Mortgagor has full power and lawful right to convey the Property in fee simple as aforesaid; that it shall be lawful for the Mortgagee, at all times peaceably and quietly, to enter upon, hold, occupy and enjoy the Property; that the Property is free and clear of all liens and encumbrances, except as set forth on Exhibit "B" attached hereto and made a part hereof; that the Mortgagor will make such further assurances to perfect the fee simple title to the Property in the Mortgagee, as may be reasonably required, and that the Mortgagor does hereby fully warrant the title to the Property and will defend the same against the lawful claims of all persons whomsoever.

PROVIDED ALWAYS that if Mortgagor shall faithfully perform each and every obligation provided for in any note or other evidence of indebtedness, now or hereafter executed by Mortgagor in favor of Mortgagee, and any renewals, modifications or extensions thereof, and if Mortgagor shall repay any and all obligations now due or to become due to Mortgagee, regardless of however or whenever created, and if Mortgagor shall fully and completely perform all covenants, stipulations and agreements

3535. Notwithstanding any term or provision hereof to the contrary, if at any time and for any reason the Mortgagee in its sole discretion determines that the value of the Property may have declined or be less than Mortgagee previously anticipated, within sixty (60) days from Mortgagee's written request to Mortgagor therefor, Mortgagor shall provide to Mortgagee, at Mortgagor's sole cost and expense, a current appraisal of the Property, to be ordered by the Mortgagee from an appraiser designated by Mortgagee, and in form and substance as required by Mortgagee. Mortgagor shall cooperate fully with any such appraiser and provide all such documents and information as such appraiser may request in connection with such appraiser's performance and preparation of such appraisal. Mortgagor's failure to promptly and fully comply with Mortgagee's requirements under this paragraph, shall, without further notice, constitute an event of default under this Mortgage and the other loan documents executed in connection herewith.

3636. As soon as available, but in any event not later ninety (90) days after the close of each calendar year, Mortgagee shall be provided with an operating statement incident to the Property, all in reasonable detail, and in form and substance acceptable to Mortgagee.

3737. As soon as available, but in any event not later than ninety (90) days after the close of each calendar year, Mortgagee shall be provided with copies of Mortgagor's financial statements, in reasonable detail, and in form and substance acceptable to Mortgagee.

3838. Mortgagor shall provide Mortgagee, with copies of its income tax returns filed with the Internal Revenue Service, as well as any other applicable local or state authorities, simultaneous with the filing thereof.

3939. Mortgagor, whether or not a Florida resident, hereby waives any plea or claim of lack of personal jurisdiction or improper venue in any action, suit or proceeding brought upon to enforce this Mortgage or the Loan. The Mortgagor specifically authorizes any such action to be instituted and prosecuted in any Circuit Court in Florida, or United States District Court of Florida, at the election of Mortgagee, where venue would lie and be proper against Mortgagor.

4040. In addition to all of the terms, covenants and conditions contained herein, this Mortgage shall further be subject to the terms and conditions of that certain Letter Agreement of even date herewith dated October 13, 2009, entered into by and between Mortgagee and Mortgagor, and a default thereunder, or under any loan documentation executed and/or delivered in connection therewith, shall constitute a default hereunder, in which event, Mortgagee may exercise any and all of its rights and remedies hereunder.

4141. MORTGAGOR HEREBY, AND MORTGAGEE BY ACCEPTANCE HEREOF, KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVE THE RIGHT THEY 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 DEALING, STATEMENTS (WHETHER VERBAL OR WRITTEN) OR ACTIONS OF THE PARTIES. THIS PROVISION IS A MATERIAL INDUCEMENT FOR THE MORTGAGEE ENTERING INTO THE LOAN WITH MORTGAGOR.

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

WITNESSES AS TO MORTGAGOR:

MORTGAGOR:
1515 Sunset LLC, a Florida
limited liability company

Juan E. Rodriguez
Name: Juan E. Rodriguez
Please Print
Paul Palmer
Name: Paul Palmer
Please Print

By: Catherine H. Lorte
NAME: Catherine H. Lorte
TITLE: Manager
ADDRESS: 133 Sevilla Ave
Coral Gables, FL 33134

STATE OF FLORIDA)
COUNTY OF MIAMI-DADE)

I HEREBY CERTIFY that, on this day, before me, an officer duly authorized in the State and County aforesaid to administer oaths and take acknowledgments, personally appeared Catherine H. Lorte, Manager of 1515 Sunset LLC, a Florida limited liability company, who after being duly sworn, acknowledged before me the execution of the foregoing instrument for the purposes therein expressed, and who produced Fl. Driver License as identification.

WITNESS my hand and official seal in the County and State last aforesaid this 13th day of October, 2009.

Juan E. Rodriguez
NOTARY PUBLIC, STATE OF FLORIDA
Name: _____
Please Print
My commission expires.



EXHIBIT "A"

Parcel I:

The East 16.0 feet of Lot 16, and all of Lots 17, 18, 19 and 20, in Block 205, of SECOND REVISED PLAT OF CORAL GABLES RIVIERA SECTION PART 14, according to the Plat thereof, as recorded in Plat Book 28, at Page 32, of the Public Records of Miami-Dade County, Florida.

Folio No.: 03-4130-009-1530

Address: 1508-14 San Ignacio Ave, Coral Gables, FL 33146

And

Parcel II

The West 9 feet of Lot 23, all of Lots 24, 25, 26 and 27, together with the East 19 feet of Lot 28, in Block 205, SECOND REVISED PLAT OF CORAL GABLES RIVIERA SECTION, PART 14, according to the Plat thereof, as recorded in Plat Book 28, at Page 32, of the Public Records of Miami-Dade County, Florida, being more particularly described as follows:

Begin at a point of the South line of said Lot 28, said point lying 19 feet West of the Southeast corner of said Lot 28, thence run North 0 degrees 30 minutes 00 seconds East parallel to the East line of said Lot 28, for a distance of 100.03 feet to a point of the North line of said Lot 28, thence run East along the North line of said Lots 28, 27, 26, 25 and 24, along the North line of the West 9 feet of said Lot 23, for a distance of 228.00 feet to a point, thence run South 0 degrees 30 minutes 00 seconds West parallel to the West line of said Lot 23, for a distance of 100.03 feet to a point of the South line of said Lot 23, thence run West along the South line of the West 9 feet of said Lot 23, along the South lines of said Lots 24, 25, 26 and 27, along the South line of the East 19 feet of said Lot 28, for a distance of 228.00 feet to the Point of Beginning.

Folio No.: 03-4130-009-1560

Address: 1515 Sunset Drive, Coral Gables, FL 33146

EXHIBIT "B"

LIENS AND ENCUMBRANCES

- a) Restrictions, dedications, conditions, reservations, easements and other matters shown on plat of SECOND REVISED PLAT OF CORAL GABLES RIVIERA SECTION, PART 14, as recorded in Plat Book 28, at Page 32, of the Public Records of Miami-Dade County, Florida. (as to both Parcels)
- b) Easement granted to South Atlantic Telephone and Telegraph Company, filed April 3, 1926, in Deed Book 839, at Page 106, as assigned to Southern Bell Telephone and Telegraph Company by Deed filed December 31, 1924, in Deed Book 506, at Page 37, of the Public Records of Miami-Dade County, Florida. (as to both Parcels)
- c) Easement granted to Utilities Land Company filed April 2, 1926, in Deed Book 939, at Page 433, as assigned to Consumers Water Company by Deed filed September 24, 1926, in Deed Book 1004, at Page 499, of the Public Records of Miami-Dade County, Florida. (as to both Parcels)
- d) Easement granted to Utilities Land Company, filed April 2, 1926, in Deed Book 939, at Page 435, as assigned to Florida Power & Light Company by Deed filed September 24, 1926, in Deed Book 1004, at Page 496, of the Public Records of Miami-Dade County, Florida. (as to both Parcels.)
- e) Covenants, conditions and restrictions as set forth in Declaration of Restrictive Covenants recorded in Official Records Book 18131, at Page 4976, of the Public Records of Miami-Dade County, Florida. (as to Parcel II only)



CFN 20160507748
OR BK 30211 Pgs-1561-1563 (3Pgs)
RECORDED 08/30/2016 12:37:04
HARVEY RUVIN, CLERK OF COURT
MIAMI-DADE COUNTY, FLORIDA

This instrument prepared by:

Eduardo M. Soto, Esq.
Weiss Serota Helfman
Cole & Bierman, P.L.
2525 Ponce de Leon Blvd.
Suite 700
Coral Gables, Florida 33134

**ASSIGNMENT OF NOTE AND MORTGAGE
AND OTHER LOAN DOCUMENTS**

KNOW ALL MEN BY THESE PRESENTS that **Gibraltar Private Bank & Trust Company**, whose address is 55 Alhambra Plaza, Coral Gables, Florida 33134, hereinafter called Assignor, the owner and holder of the note and mortgage hereinafter described, in its capacity as a Lender and as Administrative Agent, as defined the in the Assigned Documents (hereinafter defined) and in consideration of Ten Dollars and other good and valuable considerations paid by CITY NATIONAL BANK OF FLORIDA, its successors and/or assigns as their interests, may appear, with offices at 1450 Brickell Avenue Suite 2800, Miami, Florida 33131, hereinafter called "Assignee", the receipt whereof is hereby acknowledged, does hereby assign, sell, transfer and set over unto the said Assignee all of the Assignor's right, title and interest in and to the following (together with all other documents from Borrower, as defined herein, to Assignor affecting the real property described herein, the "Assigned Documents") and the indebtedness and other obligations secured thereby:

- (i) that certain Mortgage and Security Agreement from Assignor to 1515 Sunset LLC, a Delaware limited liability company ("Borrower") recorded October 14, 2009, in Official Records Book 27046, Page 4592, of the Public Records of Miami-Dade County, Florida, as amended by that certain Amended and Restated Mortgage and Security Agreement recorded July 8, 2014, in Official Records Book 29221, Page 1938, of the Public Records of Miami-Dade County, Florida¹, and as further amended by that First Amendment to Amended and Restated Mortgage and security Agreement recorded July 26, 2016, in Official Records Book 30166, Page 199, of the Public Records of Miami-Dade County, Florida;
- (ii) that certain Promissory Note in favor of Assignor from Borrower dated October 13, 2009, in the original principal amount of \$2,640,000.00, as amended and restated by that certain Amended and Restated Renewal Promissory Note dated July 3, 2014, in the maximum principal amount of \$9,500,000.00, and as further amended by that certain First Amendment to

¹ The Amended and Restated Mortgage and Security Agreement, as further amended, also secures the repayment of that certain Promissory Note executed by Borrower, dated July 3, 2014, in the maximum principal amount of \$15,500,000.00, in favor of OCEAN BANK, a Florida banking corporation ("Ocean Bank"), as amended by that certain First Amendment to Promissory Note dated June 30, 2016, which Promissory Note, as amended, is being endorsed to Assignee by a separate instrument from Ocean Bank simultaneously with the execution of this instrument.

Amended and Restated Renewal Promissory Note dated June 30, 2016 in the maximum principal amount of \$9,500,000.00;

- (iii) that certain Assignment of Leases, Rents, and Profits and Income from Borrower to Assignor recorded October 14, 2009, in Official Records Book 27046, Page 4601, of the Public Records of Miami-Dade County, Florida, as amended by that certain Amended and Restated Collateral Assignment of Rents, Leases, Profit and Income recorded on July 8, 2014, in Official Records Book 29221, at Page 1964, of the Public Records of Miami-Dade County, Florida;
- (iv) that certain Subordination, Non-Disturbance and Attornment Agreement filed recorded December 16, 2014, recorded in Official Records Book 29430, Page 4466, Public Records of Miami-Dade County, Florida; and
- (v) that certain UCC Financing Statement listing Mortgagor as the debtor and Assignor as the secured party recorded October 14, 2009, in Official Records Book 27046, Page 4606, of the Public Records of Miami-Dade County, Florida as amended by that certain Florida Uniform Commercial Code Financing Statement Form recorded on July 8, 2014, in Official Records Book 29221, at Page 1969, of the Public Records of Miami-Dade County, Florida.

The Assigned Documents encumber the real property in Miami-Dade County, Florida described as follows:

Parcel I:

The E 16.0 feet of Lot 16 and all of Lots 17, 18, 19 and 20. Block 205, Second Revised Plat of Coral Gables Riviera Section Part 14, according to the plat thereof as recorded in Plat Book 28, Page 32, Public Records of Miami-Dade County, Florida.

And

Parcel II:

The West 9 feet of Lot 23, all of Lots 24, 25, 26 and 27, together with the East 19 feet of Lot 28, in Block 205, Second Revised Plat Of Coral Gables Riviera Section Part 14, according to the Plat thereof, as recorded in Plat Book 28, Page 32, Public Records of Miami-Dade County, Florida; being more particularly described as follows:

Begin at a point of the South line of said Lot 28, said point lying 19 feet West of the Southeast corner of said Lot 28; thence run North 0 degrees 30 minutes 00 seconds East parallel to the East line of said Lot 28, for a distance of 100.03 feet to a point of the North line of said Lot 28; thence run East along the North line of said Lots 28, 27, 26, 25 and 24, along the North line of the West 9 feet of said Lot 23, for a distance of 228.00 feet to a point; thence run South 0 degrees 30 minutes 00 seconds West parallel to the West line of said Lot 23, for a distance of 100.03 feet to

a point of the South line of said Lot 23; thence run West along the South line of the West 9 feet of said Lot 23, along the South lines of said Lots 24, 25, 26 and 27, along the South line of the East 19 feet of said Lot 28, for a distance of 228.00 feet to the Point of Beginning.

THIS ASSIGNMENT IS MADE WITHOUT RECOURSE, REPRESENTATION OR WARRANTY OF ANY KIND, except that the Assignor represents and warrants that (1) the Assignor is the owner and holder of the Assigned Documents; (2) the Assignor has full right, title and authority to transfer same; and (3) the Assignor has not heretofore assigned, sold or encumbered all or any part thereof.

IN WITNESS WHEREOF, the Assignor has executed this instrument as of this 19th day of August, 2016.

Signed in the presence of:

[Signature]

Christopher Piombo
Print Name

[Signature]
Angenie Hall
Print Name

ASSIGNOR:

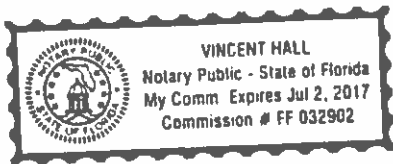
Gibraltar Private Bank & Trust Company, as Administrative Agent and a Lender

By: [Signature]
Name: Maria E. Socarras
Title: Senior Vice President

STATE OF FLORIDA
COUNTY OF MIAMI-DADE

The foregoing instrument was acknowledged before me this 19 day of August, 2016 by Maria E. Socarras, Senior Vice President of Gibraltar Private Bank & Trust Company, as Administrative Agent and a Lender who is personally known to me or who has produced ID as identification.

[SEAL]



[Signature]
Notary Public, State of Florida

VINCENT HALL
Print Name of Notary
Commission No. FF032902
Commission Expires: 7/2/17

City National Bank of Florida (FDIC # 20234)

Active Insured Since August 12, 1970

Data as of: August 8, 2018

City National Bank of Florida is an active bank

FDIC Certificate#:	20234	Established:	August 12, 1970	Corporate Website:	http://www.citynational.com
Headquarters:	25 West Flagler Street Miami, FL 33101 Miami-Dade County	Insured:	August 12, 1970	Consumer Assistance:	http://www.helpwithmybank.gov
Locations:	44 domestic in 1 states, 0 in territories, and 0 in foreign locations	Bank Charter Class:	National Bank	Contact the FDIC about:	City National Bank of Florida
		Primary Federal Regulator:	Office of the Comptroller of the Currency		
		Secondary Federal Regulator:	N/A		

Locations	History	Identifications	Financials	Other Names / Websites
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Showing 1 to 25 of 44 entries

UNINUM	Number	Name	Address	County	City	State	Zip	Service Type	Established Date	Acquired Date
250544	11	Aventura Branch	2999 N E. 191 Street Ste 100	Miami-Dade	Aventura	FL	33180	Full Service Brick and Mortar Office	12/11/1995	
250549	16	Boca Del Mar	7000 West Palmetto Park Road Suite 100	Palm Beach	Boca Raton	FL	33431	Full Service Brick and Mortar Office	01/25/1999	
250550	17	Boca Raton Branch	641 South Federal Highway	Palm Beach	Boca Raton	FL	33432	Full Service Brick and Mortar Office	07/19/1999	
11634	2	Coral Gables Branch	2855 S Le Jeune Road	Miami-Dade	Coral Gables	FL	33134	Full Service Brick and Mortar Office	09/24/1956	05/31/1987
522271	44	Red Sunset Center	6939 Red Road	Miami-Dade	Coral Gables	FL	33143	Full Service Brick and Mortar Office	08/29/2011	06/15/2018
526385	45	Coral Gables Branch	2020 Ponce De Leon Boulevard, Unit 101	Miami-Dade	Coral Gables	FL	33134	Full Service Brick and Mortar Office	10/24/2011	06/15/2018
516681	29	Coral Springs Branch	9750 West Atlantic Blvd	Broward	Coral Springs	FL	33071	Full Service Brick and Mortar Office	01/31/2011	
432110	21	Delray Beach Branch	1120 South Federal Highway	Palm Beach	Delray Beach	FL	33483	Full Service Brick and Mortar Office	08/02/2004	
474206	41	Doral Branch Office	8790 N.W. 25th Street	Miami-Dade	Doral	FL	33172	Full Service Brick and Mortar Office	04/14/2008	06/15/2018
544513	48	Doral Point	2555 Nw 102nd Avenue, Unit 101	Miami-Dade	Doral	FL	33172	Full Service Brick and Mortar Office	10/28/2013	06/15/2018
544514	49	Doral 9690 Plaza	9690 Nw 41st Street	Miami-Dade	Doral	FL	33178	Full Service Brick and Mortar Office	10/01/2013	06/15/2018
250546	13	Las Olas Branch	450 East Las Olas Boulevard	Broward	Fort Lauderdale	FL	33301	Full Service Brick and Mortar Office	04/14/1997	
9793	1	Hallandale Branch	1995 East Hallandale Beach Boulevard	Broward	Hallandale	FL	33009	Full Service Brick and Mortar Office	05/26/1937	05/31/1987
443348	40	Hialeah Branch Office	5410 West 16th Avenue	Miami-Dade	Hialeah	FL	33012	Full Service Brick and Mortar Office	08/08/2005	06/15/2018
495409	25	Yough Circle Branch	1845 Hollywood Boulevard	Broward	Hollywood	FL	33020	Full Service Brick and Mortar Office	09/22/2009	
13915		City National Bank Of Florida	25 West Flagler Street	Miami-Dade	Miami	FL	33101	Full Service Brick and Mortar Office	08/12/1970	
15230	3	Galloway Banking Center	6975 Sw 87th Avenue	Miami-Dade	Miami	FL	33173	Full Service Brick and Mortar Office	04/04/1975	05/31/1987
234135	5	Biscayne Tower Branch	Two South Biscayne Boulevard	Miami-Dade	Miami	FL	33131	Full Service Brick and Mortar Office	09/09/1985	05/31/1987
250543	10	Brickell Branch	1450 Brickell Avenue Suite 100	Miami-Dade	Miami	FL	33131	Full Service Brick and Mortar Office	12/01/1989	
250547	14	Doral Banking Center	8725 Nw 18 Terrace	Miami-Dade	Miami	FL	33172	Full Service Brick and Mortar Office	07/06/1998	
				Miami-				Full Service Brick		

363583	18	Pinecrest Branch	11675 South Dixie Highway	Dade	Miami	FL	33156	and Mortar Office	04/17/2002	
505894	28	Kendall Branch	13780 Sw 88th Street	Miami-Dade	Miami	FL	33186	Full Service Brick and Mortar Office	01/15/2010	
520263	30	Bird Rd Branch	9696 Southwest 40th Street	Miami-Dade	Miami	FL	33165	Full Service Brick and Mortar Office	05/23/2011	
531797	31	South Miami Branch	6388 South Dixie Hwy	Miami-Dade	Miami	FL	33143	Full Service Brick and Mortar Office	06/18/2012	
14848	32	Miami Tower Br	100 Se 2nd Street, 32nd Floor	Miami-Dade	Miami	FL	33131	Full Service Brick and Mortar Office	03/05/1974	06/15/2018



CFN 2015R0396462
OR BK 29664 Pgs 4207-4228 (22Pgs)
RECORDED 06/22/2015 09:52:50
MTG DOC TAX \$12,250.00
INTANG TAX \$7,000.00
HARVEY RUVIN, CLERK OF COURT
MIAMI-DADE COUNTY, FLORIDA

Prepared by and after
recording return to:

Josias N. Dewey
Holland & Knight LLP
701 Brickell Avenue, 31st Floor
Miami, Florida 33131

MORTGAGE AND SECURITY AGREEMENT

This MORTGAGE AND SECURITY AGREEMENT dated June 16, 2015 (together with any amendments or modifications hereto in effect from time to time, the "Mortgage"), is made by 1515 SUNSET LLC, a Delaware limited liability company, having an address of 133 Sevilla Avenue, Coral Gables, Florida 33134 ("Mortgagor") in favor of OCEAN BANK, a Florida banking corporation, having an office at 780 N.W. 42nd Avenue, Miami, Florida 33126 ("Mortgagee").

WITNESSETH:

WHEREAS, Mortgagor and Facundo L. Bacardi (collectively, "Borrower") are indebted to Mortgagee in the principal sum of Three Million Five Hundred Thousand and No/100 Dollars (\$3,500,000.00) (the "Loan"), together with interest thereon, as evidenced by a Promissory Note of even date herewith from Borrower to Mortgagee maturing on June 16, 2020 (the "Note");

WHEREAS, Mortgagor is the owner of fee simple title to that certain tract of land located in Miami-Dade County, Florida, as more particularly described in Schedule "A" attached hereto and made a part hereof (the "Real Estate"); and

WHEREAS, to induce Mortgagee to make the Loan and to secure payment of the Note and the other obligations described below, Mortgagor has agreed to execute and deliver this Mortgage.

GRANTING CLAUSES



NOW, THEREFORE, to secure to Mortgagee (i) the repayment of all sums due under this Mortgage, the Note (and all extensions, renewals, replacements and amendments thereof) and the other Loan Documents (as such term is defined in the Note, the "Loan Documents"); (ii) the performance of all terms, conditions and covenants set forth in the Loan Documents; (iii) the repayment of all sums due or that may become due under or in connection with any present or future swap agreements (as defined in 11 U.S.C. §101) between Mortgagor and Mortgagee; (iv) the repayment of all reimbursement obligations due or that may become due under or in

NOTE TO RECORDER: All documentary stamp and intangible taxes due in connection with the indebtedness evidenced by the Note are being paid in connection with the recordation of this instrument.

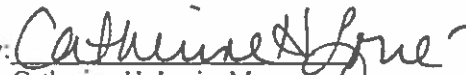
IN WITNESS WHEREOF, Mortgagor, intending to be legally bound, has duly executed and delivered this Mortgage and Security Agreement as of the day and year first above written.

WITNESS:

MORTGAGOR:


Name: Juan Rodriguez

Name: Shawn D. Crews


1515 SUNSET LLC,
a Delaware limited liability company

By: 
Catherine H. Lorie, Manager

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

The foregoing instrument was acknowledged before me this 10 day of June, 2015 by Catherine H. Lorie, the Manager of 1515 SUNSET LLC, a Delaware limited liability company, on behalf of the company. She is personally known to me (YES) (NO) or has produced _____ as identification.

[Notarial Seal]


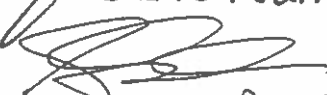

Notary Public

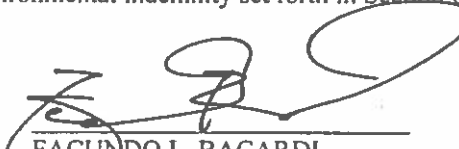
Printed Name of Notary



JOINDER BY BORROWER

The undersigned hereby acknowledge and join in the execution of the Mortgage and Security Agreement to which this joinder is attached and agrees to be bound by, and to perform all of, the covenants and obligations of Mortgagor contained in the Mortgage and Security Agreement, including, without limitation, the environmental indemnity set forth in Section 6.4.

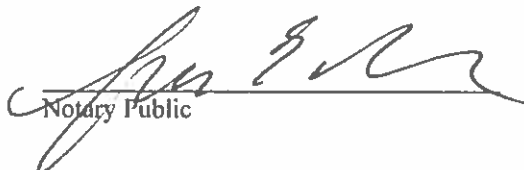

Name: Juan E. Rodriguez

Name: Shawn D. Crews


FACUNDO L. BACARDI

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

The foregoing instrument was acknowledged before me this 10th day of June, 2015 by Facundo L. Bacardi who is personally known to me (YES) (NO) or has produced _____ as identification.

[Notarial Seal]


Notary Public

Printed Name of Notary



Schedule A

The land referred to herein below is situated in the County of Miami-Dade, State of Florida, and is described as follows:

Lot 16, less the East 16 feet; all of Lots 15 and 14, and the East 19 feet of Lot 13 all in Block 205, SECOND REVISED PLAT OF CORAL GABLES RIVIERA, SECTION 14, according to the Plat thereof, recorded in Plat Book 28, at Page 32, of the Public Records of Dade County.

Ocean Bank (FDIC # 24156)

Active Insured Since December 9, 1982

Data as of: August 8, 2018

Ocean Bank is an active bank

FDIC Certificate#:	24156	Established:	December 9, 1982	Corporate Website:	
Headquarters:	780 N.W. 42nd Avenue Miami, FL 33126 Miami-Dade County	Insured:	December 9, 1982	http://www.oceanbank.com	
		Bank Charter Class:	Non-member of the Federal Reserve System	Consumer Assistance:	https://www5.fdic.gov/starsmail/index.asp
Locations:	20 domestic in 1 states, 0 in territories, and 0 in foreign locations	Primary Federal Regulator:	Federal Deposit Insurance Corporation	Contact the FDIC about:	Ocean Bank
		Secondary Federal Regulator:	N/A		

- Locations
- History
- Identifications
- Financials
- Other Names / Websites

Showing 1 to 20 of 20 entries

UNINUM	Number	Name	Address	County	City	State	Zip	Service Type	Established Date	Acquired Date
256990	8	Coral Gables Branch	2655 Le Jeune Road	Miami-Dade	Coral Gables	FL	33134	Full Service Brick and Mortar Office	12/09/1993	
514896	23	Doral Branch	2500 N.W. 97th Avenue, Suite 100	Miami-Dade	Doral	FL	33172	Full Service Brick and Mortar Office	10/22/2010	
256995	13	Downtown Fort Lauderdale Branch	200 Northeast 3rd Avenue	Broward	Fort Lauderdale	FL	33301	Full Service Brick and Mortar Office	07/27/1998	
256985	2	Palm Spring Branch	790 West 49th Street	Miami-Dade	Hialeah	FL	33012	Full Service Brick and Mortar Office	11/18/1985	
17491	4	Hialeah Branch	1801 West Fourth Avenue	Miami-Dade	Hialeah	FL	33010	Full Service Brick and Mortar Office	07/19/1984	02/12/1988
256997	15	Taft Street Branch	6775 Taft Street	Broward	Hollywood	FL	33024	Full Service Brick and Mortar Office	02/02/1999	
16824		Ocean Bank	780 N.W. 42nd Avenue	Miami-Dade	Miami	FL	33126	Full Service Brick and Mortar Office	12/09/1982	
256984	1	Bird Road Branch	7951 S.W. 40th Street	Miami-Dade	Miami	FL	33140	Full Service Brick and Mortar Office	08/19/1985	
256986	3	West Flagler Branch	8700 West Flagler Street	Miami-Dade	Miami	FL	33144	Full Service Brick and Mortar Office	12/08/1986	
256987	5	Brickell Branch	1000 Brickell Avenue	Miami-Dade	Miami	FL	33125	Full Service Brick and Mortar Office	08/17/1987	
256988	6	Coral Way Branch	12005 26th Street, S.W.	Miami-Dade	Miami	FL	33175	Full Service Brick and Mortar Office	10/07/1987	
256991	9	Airport West Branch	7650 N.W. 25th Street	Miami-Dade	Miami	FL	33122	Full Service Brick and Mortar Office	02/06/1995	
256994	12	Downtown Miami Branch	165 Southeast 1st Street	Miami-Dade	Miami	FL	33131	Full Service Brick and Mortar Office	10/27/1997	
359708	20	Miller Branch	14702 Southwest 56th Street	Miami-Dade	Miami	FL	33175	Full Service Brick and Mortar Office	03/30/2001	
419488	22	Kendall Drive Branch	10950 North Kendall Drive	Miami-Dade	Miami	FL	33176	Full Service Brick and Mortar Office	06/23/2003	
256993	11	Miami Beach Branch	501 41st Street	Miami-Dade	Miami Beach	FL	33140	Full Service Brick and Mortar Office	04/21/1997	
256992	10	Miami Lakes Branch	7455 Miami Lakes Drive	Miami-Dade	Miami Lakes	FL	33014	Full Service Brick and Mortar Office	06/23/1997	
583266	24	Pinecrest Branch	13593 South Dixie Highway	Miami-Dade	Pinecrest	FL	33156	Full Service Brick and Mortar Office	10/03/2016	
256989	7	Eighth Street Branch	6600 S.W. 8th Street	Miami-Dade	West Miami	FL	33144	Full Service Brick and Mortar Office	12/09/1992	