



# PROPERTY APPRAISER OF MIAMI-DADE COUNTY

## Summary Report

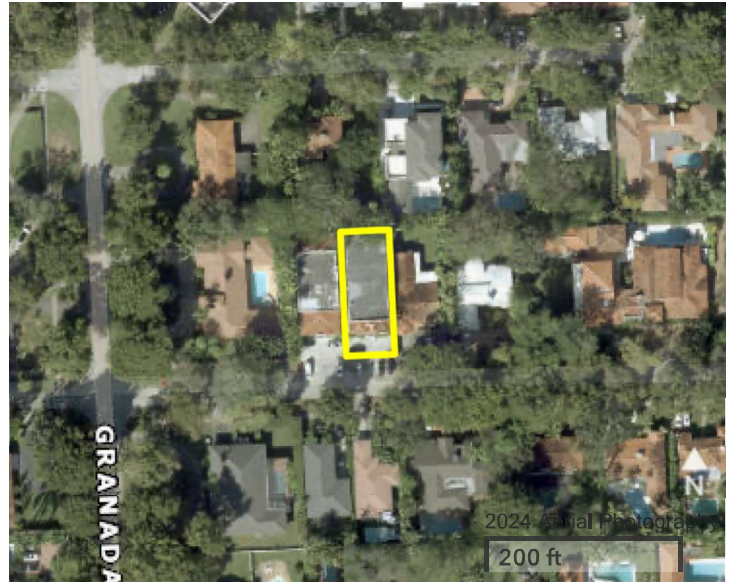
Generated On: 05/15/2025

PROPERTY INFORMATION	
Folio	03-4118-004-0901
Property Address	931 CATALONIA AVE CORAL GABLES, FL 33134-6478
Owner	BILTMORE APARTMENTS OWNER LLC
Mailing Address	40 CUTTER MILL RD STE 405 GREAT NECK, NY 11021
Primary Zone	0100 SINGLE FAMILY - GENERAL
Primary Land Use	0303 MULTIFAMILY 10 UNITS PLUS : MULTIFAMILY 3 OR MORE UNITS
Beds / Baths /Half	12 / 12 / 0
Floors	2
Living Units	12
Actual Area	8,000 Sq.Ft
Living Area	8,000 Sq.Ft
Adjusted Area	7,099 Sq.Ft
Lot Size	6,600 Sq.Ft
Year Built	1926

ASSESSMENT INFORMATION			
Year	2024	2023	2022
Land Value	\$837,016	\$1,281,267	\$985,590
Building Value	\$1,310,984	\$638,733	\$694,410
Extra Feature Value	\$0	\$0	\$0
Market Value	\$2,148,000	\$1,920,000	\$1,680,000
Assessed Value	\$1,909,363	\$1,735,785	\$1,577,987

BENEFITS INFORMATION				
Benefit	Type	2024	2023	2022
Non-Homestead Cap	Assessment Reduction	\$238,637	\$184,215	\$102,013
Note: Not all benefits are applicable to all Taxable Values (i.e. County, School Board, City, Regional).				

SHORT LEGAL DESCRIPTION	
PB 32-63	
CORAL GABLES COUNTRY CLUB	
SEC 2 - 2ND REV BLK 29	
LOT 19	
LOT SIZE 50.000 X 132	



TAXABLE VALUE INFORMATION			
Year	2024	2023	2022
COUNTY			
Exemption Value	\$0	\$0	\$0
Taxable Value	\$1,909,363	\$1,735,785	\$1,577,987
SCHOOL BOARD			
Exemption Value	\$0	\$0	\$0
Taxable Value	\$2,148,000	\$1,920,000	\$1,680,000
CITY			
Exemption Value	\$0	\$0	\$0
Taxable Value	\$1,909,363	\$1,735,785	\$1,577,987
REGIONAL			
Exemption Value	\$0	\$0	\$0
Taxable Value	\$1,909,363	\$1,735,785	\$1,577,987

SALES INFORMATION			
Previous Sale	Price	OR Book-Page	Qualification Description
07/03/2018	\$3,900,000	31057-2244	Qual on DOS, multi-parcel sale
02/01/1999	\$1,280,000	18487-2644	Deeds that include more than one parcel
04/01/1994	\$1,000,000	16323-0300	Deeds that include more than one parcel
05/01/1991	\$635,800	15052-1790	Deeds that include more than one parcel

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.miamidad.gov/info/disclaimer.asp>

City's Exhibit #1

931 Catalonia Ave

<b><u>Owner (PA Address and Sunbiz principal and mailing addresses)</u></b> BILTMORE APARTMENTS OWNER LLC 40 CUTTER MILL RD STE 405 GREAT NECK, NY 11021-3213	<b><u>Owner (Sunbiz RA address)</u></b> BILTMORE APARTMENTS OWNER LLC c/o CORPORATION SERVICE COMPANY REGISTERED AGENTS 1201 HAYS STREET TALLAHASSEE, FL 32301-2699
<b><u>Mortgagee (FDIC BankFind address)</u></b> FIRST-CITIZENS BANK & TRUST COMPANY, as successor in interest to BISCAYNE BANK 239 FAYETTEVILLE ST RALEIGH, NC 27601-1309	


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## Permit Search Results

Permit#:	App. Date	Street Address	Type	Description	Status	Issue Date	Final Date	Fees Due
<a href="#">ZV-18-06-2998</a>	06/05/2018	931 CATALONIA AVE	ZONING LETTER VERIFICATION	Zoning Verification Letter	final	10/03/2018	10/03/2018	0.00
<a href="#">CE-18-05-4079</a>	05/23/2018	931 CATALONIA AVE	CODE ENF LIEN SEARCH	LIEN SEARCH	final	05/24/2018	05/24/2018	0.00
<a href="#">ZN-17-01-0158</a>	01/05/2017	931 CATALONIA AVE	PAINT / RESURFACE FL / CLEAN	PRESSURE CLEAN & PAINT EXTERIOR WALLS BM180 (TAN) TRIM-BM925 (OFF WHITE) \$4,000 TO MATCH EXISTING P#99090564	final	01/05/2017	04/07/2017	0.00
<a href="#">RC-16-11-7682</a>	11/28/2016	931 CATALONIA AVE	BLDG RECERT / CRB	BUILDING RECERTIFICATION (1926) CONSTRUCTION REGULATION BOARD CASE #16-5594 AND UNSAFE STRUCTURES FEE	final	03/17/2017	04/10/2017	0.00
<a href="#">CE-14-10-3774</a>	10/27/2014	931 CATALONIA AVE	CODE ENF WARNING PROCESS	WT10795 5-1105(B)(2)(V.) ZONING CODE LAWN GRASS ON SWALE IS NOT SODDED.	final	10/27/2014	10/27/2014	0.00
<a href="#">CE-14-09-1762</a>	09/03/2014	931 CATALONIA AVE	CODE ENF WARNING PROCESS	TRASH/PROPERTY MAINTENANCE POSTING	final	09/03/2014	09/03/2014	0.00
<a href="#">CE-13-12-1660</a>	12/03/2013	931 CATALONIA AVE	CODE ENF WARNING PROCESS	WT17017 SEC 10-26 CITY CODE ANM DOG RUNNING AT LARGE IN NEIGHBORHOOD FROM 931 CATALONIA AVE. APT#5.....	final	12/03/2013	12/03/2013	0.00
<a href="#">CE-13-06-1634</a>	06/25/2013	931 CATALONIA AVE	CODE ENF WARNING PROCESS	WT16953 SEC 54-29 TRA BAGS OF GARBAGE PLACED ON GROUND NEXT TO "EMPTY" WASTE MANAGEMENT CONTAINER AT THE REAR OF BOTH PROPERTIES.	final	06/25/2013	06/25/2013	0.00

City's Exhibit #3

<a href="#">EL-13-04-0711</a>	04/11/2013	931 CATALONIA AVE	ELEC COMMERCIAL / RESIDENTIAL WORK	SUPPLEMENT TO EL 12-06-9874 TO RLOCATE SWITCHBOARD	final	04/15/2013	04/15/2013	0.00
<a href="#">PL-12-06-9982</a>	06/28/2012	931 CATALONIA AVE	PLUMB COMMERCIAL / RESIDENTIAL WORK	COMMERCIAL INTERIOR ALTERATIONS (FIRE DAMAGE) UNIT #4 \$2,400	final	10/04/2012	03/25/2013	0.00
<a href="#">EL-12-06-9874</a>	06/27/2012	931 CATALONIA AVE	ELEC COMMERCIAL / RESIDENTIAL WORK	5 LIGHT SOCKETS; 19 ROUGH IN OUTLETS AND 3 SPECIAL OUTLETS	final	09/20/2012	04/19/2013	0.00
<a href="#">BL-12-06-9540</a>	06/21/2012	931 CATALONIA AVE	INTERIOR ALTERATION ONLY	COMMERCIAL INTERIOR ALTERATIONS (FIRE DAMAGE) UNIT #4 \$2,400	final	09/13/2012	06/05/2013	0.00
<a href="#">PU-12-06-8228</a>	06/05/2012	931 CATALONIA AVE	PUBLIC RECORDS SEARCH	REQ COPY OF PERMIT 1448B	final	06/13/2012	06/13/2012	0.00
<a href="#">EL-11-10-7672</a>	10/31/2011	931 CATALONIA AVE	ELEC COMMERCIAL / RESIDENTIAL WORK	ELECTRICAL REPAIRS \$1,500 THIS PERMIT IS TO MAKE HALLWAY SAFE TO MOVE TENANTS BACK IN BUILDING AS PER FIRE MARSHALL.	final	10/31/2011	11/02/2011	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).



CODE CASES (8)		INSPECTIONS (14)		PERMITS (20)					
Permit ...	Permit T...	Pe...	Per...	Applica...	Expir...	Final...	Description	Main Ad...	Unit N
<a href="#">BLDB-22-04-0604</a>	FBC Building (Commercial)	Interior Flooring	Issued	04/13/2022	09/18/2025		*****DOUBLE FEE & FINE*****REPAIR HALLWAY LAMINATED FLOOR	931 CATALONIA AVE	
<a href="#">BLDB-22-04-0606</a>	FBC Building (Commercial)	Interior Build-Out/ Interior Alteration/Remodel	Issued	04/13/2022	09/18/2025	08/29/2024	*****DOUBLE FEE & FINE*****WOOD FLOORING, REPLACE KITCHEN CABINETS, NEW BATHTUB, BATHROOM SINK CABINET	931 CATALONIA UNIT 9 AVE	
<a href="#">BLDB-25-03-3314</a>	FBC Building (Commercial)	Addition/Exterior Renovations	Cancelled	03/27/2025		03/31/2025	**CREATED IN ERROR. PLEASE REFER TO BLDB-25-03-3326** REPLACE FRONT ENTRANCE STAIR STEPS TILES	931 CATALONIA AVE	
<a href="#">BLDB-25-03-3315</a>	FBC Building (Commercial)	Windows/Doors/Garage Doors/Shutters/Awnings/Canopies	In Review	03/27/2025			REPLACE FRONT AWNING	931 CATALONIA AVE	
<a href="#">BLDB-25-03-3317</a>	FBC Building (Commercial)	Railings/Stairs	Cancelled	03/27/2025		03/31/2025	*** CANCELLED *** USE THE EXISTING PERMIT THAT WAS CREATED BY BLDB-25-03-3314 *** REPLACE FRONT ENTRANCE STAIRS STEPS TILES	931 CATALONIA AVE	
<a href="#">BLDB-25-03-3326</a>	FBC Building (Commercial)	Other	Denied	03/31/2025			REPLACE FRONT ENTRANCE STAIR STEPS TILES	931 CATALONIA AVE	
<a href="#">BLDB-25-06-3479</a>	FBC Building (Commercial)	Other	Cancelled	06/19/2025		06/24/2025	**PERMIT WILL BE CANCELLED, CREATED IN ERROR, MUST APPLY FOR COMMERCIAL ZONING OTHER** INSTALL CRUSHED ROCK #57 IN FRONT OF THE PROPERTY PARKING LOT	931 CATALONIA AVE	
<a href="#">BLDR-25-03-7137</a>	FBC Residential	Windows/Doors/Garage Doors/Shutters/Awnings/Canopies	Cancelled	03/25/2025		03/27/2025	REPLACE FRONT AWNING	931 CATALONIA AVE	
<a href="#">BLDR-25-03-7139</a>	FBC Residential	Railings/Stairs	Cancelled	03/25/2025		03/27/2025	*** CANCELLED - INCORRECT LOG IN, THIS IS COMMERCIAL PROPERTY *** USE - ZONING COMMERCIAL W/ OTHER ***REPLACE FRONT ENTRANCE STAIR STEPS TILES	931 CATALONIA AVE	
<a href="#">ELEC-22-04-0387</a>	Electrical Commercial	Interior Build-Out/ Interior Alteration/Remodel	Submitted	04/15/2022			*****DOUBLE FEE & FINE*****WOOD FLOORING, REPLACE KITCHEN CABINETS, NEW BATHTUB, BATHROOM SINK CABINET	931 CATALONIA UNIT 9 AVE	
<a href="#">ELEC-25-04-3449</a>	Electrical Commercial	Other	Issued	04/24/2025	11/17/2025		REPLACE (2) FRONT EXTERIOR LIGHTS, photometric report for parking lot Miami Dade County.	931 CATALONIA AVE	
<a href="#">ELER-25-03-2965</a>	Electrical Residential	Other	Cancelled	03/25/2025		03/28/2025	REPLACE (2) FRONT EXTERIOR LIGHTS *** This permit will be cancelled because this address is commercial. Please apply as commercial ***	931 CATALONIA AVE	
<a href="#">PEXT-24-04-0762</a>	Permit Extension/ Renewal	Building	Finalized	04/24/2024		08/29/2024	**05/23/2024**DOUBLE FEE & FINE*****WOOD FLOORING, REPLACE KITCHEN CABINETS, NEW BATHTUB, BATHROOM SINK CABINET	931 CATALONIA UNIT 9 AVE	
<a href="#">PLUB-22-05-0197</a>	Plumbing Commercial	Interior Build-Out/ Interior Alteration/Remodel	Denied	05/13/2022			*****DOUBLE FEE & FINE*****WOOD FLOORING, REPLACE KITCHEN CABINETS, NEW BATHTUB, BATHROOM SINK CABINET	931 CATALONIA UNIT 9 AVE	
<a href="#">PRNW-22-11-0052</a>	Permit Renewal	Building	Finalized	11/21/2022		12/29/2022	PERMIT RENEWAL FOR BLDB-22-04-0604	931 CATALONIA AVE	
<a href="#">UNST-25-06-0035</a>	Unsafe Structure & Emergency Action	Unsafe Structure & Emergency Action	Submitted	06/26/2025			UNSAFE STRUCTURE - 1.Windows are inoperable, in violation of section 1015.8 of the Florida Building Code 2. the Structure does not comply with the Florida Fire Prevention Code, as set forth in the report of the City of Coral Gables Fire Department, dated May 15, 2026, incorporated herein by this reference, and as follows. 3.A fire alarm control panel is currently showing fault conditions, which may compromise the proper functioning of the fire detection and notification system. In accordance with NFPA 72 (National Fire Alarm and Signaling Code), all faults must be corrected within 4 hours of discovery. 4.Several smoke control doors are not functioning properly. These doors play a critical role in controlling smoke movement during a fire event and must be repaired or replaced to ensure full functionality. 5.There is mold in the Structure due to water intrusion.	931 CATALONIA AVE	
<a href="#">ZONC-25-06-0571</a>	Zoning Commercial	Other	Denied	06/25/2025			INSTALL CRUSHED ROCK #57 IN FRONT OF PROPERTY	931 CATALONIA AVE	

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

CITY OF CORAL GABLES,  
Petitioner,

Case No.25-9341

vs.

Return receipt number:  
7020 2450 0001 8406 0904

BILTMORE APARTMENTS OWNER LLC  
40 CUTTER MILL RD, STE 405  
GREAT NECK, NY 11021-3213

**NOTICE OF UNSAFE STRUCTURE VIOLATION  
AND NOTICE OF HEARING**

Date: June 27, 2025

Re: 931 Catalonia Avenue, legally described as set forth in the attached Exhibit “A” and bearing Property Appraiser’s folio number 03-4118-004-0901 (“Property”), and the two-story multi-family structure on the Property, built in 1926 (“Structure”).

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. **The Structure is hereby declared unsafe** by the Building Official and is presumed unsafe pursuant to Section 105-89 of the City Code; as follows:

**Sec. 105-89. Physical criteria for unsafe structures.**

A structure shall be considered unsafe if it meets any of the following criteria:

- (1) The structure or its electrical, gas, mechanical, or plumbing system is unsafe; dangerous; unsanitary; does not provide adequate egress; constitutes a fire or windstorm hazard; is otherwise dangerous to human life; by reason of illegal or improper use, occupancy or maintenance, constitutes a hazard to safety or health or public nuisance; or has been substantially damaged by the elements, fire, explosion, or otherwise.
- (2) The structure constitutes a hazard to safety or health by reason of inadequate maintenance, dilapidation, obsolescence, or abandonment.
- (10) A structure shall be presumed to be unsafe if one or more of the following criteria applies:
  - i. The construction of the structure or the construction or installation of systems or components within the structure has been commenced or completed without a permit or all of the required inspections or where the permit has expired prior to the required final inspections and the issuance of a certificate of occupancy or certificate of completion.
  - k. By reason of illegal or improper use, the occupancy or maintenance does not comply with the state building code or the state fire prevention code.
  - l. The structure or part thereof meets any of the physical criteria of an unsafe structure set forth above and has not been repaired and brought into compliance with the applicable codes following the expiration of a reasonable notice period.

**City's Exhibit #4**

Specifically:

1. Windows are inoperable, in violation of section 1015.8 of the Florida Building Code
2. The Structure does not comply with the Florida Fire Prevention Code, as set forth in the report of the City of Coral Gables Fire Department, dated May 15, 2026, incorporated herein by this reference, and as follows.
3. A fire alarm control panel is currently showing fault conditions, which may compromise the proper functioning of the fire detection and notification system. In accordance with NFPA 72 (National Fire Alarm and Signaling Code), all faults must be corrected within 4 hours of discovery.
4. Several smoke control doors are not functioning properly. These doors play a critical role in controlling smoke movement during a fire event and must be repaired or replaced to ensure full functionality.
5. There is mold in the Structure due to water intrusion.

**You must apply for, obtain, and pass final inspection on all development approvals, including, but not limited to, building permits ("Permits") to repair the Structure or demolish it ("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, 1<sup>st</sup> floor, Coral Gables, Florida 33134, on July 14, 2025, 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 Analyn Hernandez, Secretary to the Board, at City of Coral Gables, Development Services Department, 427 Biltmore Way, Coral Gables, FL 33134, ahernandez2@coralgables.com, tel: (305) 460-5383. 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 \$1000 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.

*Analyn Hernandez*

Analyn Hernandez  
Secretary to the Board

## ADA NOTICES

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

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

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

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

c: BILTMORE APARTMENTS OWNER LLC, C/O CORPORATION SERVICE COMPANY, REGISTERED  
AGENT, 1201 HAYS STREET, TALLAHASSEE, FL 32301-2699; (7020 2450 0001 8406 0683)  
FIRST-CITIZENS BANK & TRUST COMPANY, 239 FAYETTEVILLE ST, RALEIGH, NC 27601-1309  
(7020 2450 0001 8406 0898)

## **EXHIBIT "A"**

### **LEGAL DESCRIPTION**

Lot 19, Block 29, of the second revised plat of CORAL GABLES COUNTRY CLUB SECTION 2, according to the Plat thereof, as recorded in Plat Book 32, at Page 63 of the Public Records of Miami-Dade County, Florida.

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

CITY OF CORAL GABLES,  
Petitioner,

Case No.25-9341

vs.

Return receipt number:  
7020 2450 0001 8406 0904

BILTMORE APARTMENTS OWNER LLC  
40 CUTTER MILL RD, STE 405  
GREAT NECK, NY 11021-3213

**NOTICE OF UNSAFE STRUCTURE VIOLATION  
AND NOTICE OF HEARING**

Date: June 27, 2025

Re: 934 Catalonia Avenue, legally described as set forth in the attached Exhibit "A" and bearing Property Appraiser's folio number 03-4118-004-0901 ("Property"), and the two-story multi-family structure on the Property, built in 1925 ("Structure").

The City of Coral Gables ("City") Building Official has inspected the records relating to the Structure in accordance with Article III, Chapter 85 of the City Code, pertaining to unsafe structures. The Structure is hereby declared unsafe by the Building Official and is presumed unsafe pursuant to Section 105-89 of the City Code as follows:

**Sec. 105-89. Physical criteria for unsafe structures.**

A structure shall be considered unsafe, if it meets any of the following criteria:

- (1) The structure or its electrical, gas, mechanical, or plumbing system is unsafe; dangerous; unsanitary; does not provide adequate egress; constitutes a fire or windstorm hazard; is otherwise dangerous to human life; by reason of illegal or improper use, occupancy or maintenance, constitutes a hazard to safety or health or public nuisance; or has been substantially damaged by the elements, fire, explosion, or otherwise.
- (2) The structure constitutes a hazard to safety or health by reason of inadequate maintenance, dilapidation, obsolescence, or abandonment.
- (3) A structure shall be presumed to be unsafe if one or more of the following criteria apply:
  1. The construction of the structure or the construction or installation of systems or components within the structure has been commenced or completed without a permit or all of the required inspections or where the permit has expired prior to the required final inspections and the issuance of a certificate of occupancy or certificate of completion.
  2. By reason of illegal or improper use, the occupancy or maintenance does not comply with the state building code or the state fire prevention code.
  3. The structure or part thereof meets any of the physical criteria of an unsafe structure set forth above and has not been repaired and brought into compliance with the applicable codes following the expiration of a reasonable notice period.

CITY OF CORAL GABLES 1000 N.W. 1st Street, Miami, FL 33136 www.cityofcoralgables.com																																
DOUBLE FEE & FEE	REPAIR HALLWAY 1 - MINATED FLOOR																															
Valuation	\$15,000.00																															
Total Sq Feet	600																															
<table border="1"><thead><tr><th>Item</th><th>Amount</th><th>Payments</th></tr></thead><tbody><tr><td>First Certificate Issued &amp; Permit</td><td>\$10.00</td><td>Total Fees</td><td>\$15,000.00</td></tr><tr><td>Land Use</td><td>\$1.00</td><td>Cash Card</td><td>\$15,000.00</td></tr><tr><td>Commercial License Fee</td><td>\$1.00</td><td>Cash Card</td><td>\$15,000.00</td></tr><tr><td>P&amp;C Commercial License Fee</td><td>\$1.00</td><td>Cash Card</td><td>\$15,000.00</td></tr><tr><td>Board of Business and Professional Regulation</td><td>\$1.00</td><td>Cash Card</td><td>\$15,000.00</td></tr><tr><td>Trade Consulting Fee</td><td>\$1.00</td><td>Cash Card</td><td>\$15,000.00</td></tr><tr><td>Service</td><td>\$1.00</td><td>Cash Card</td><td>\$15,000.00</td></tr></tbody></table>		Item	Amount	Payments	First Certificate Issued & Permit	\$10.00	Total Fees	\$15,000.00	Land Use	\$1.00	Cash Card	\$15,000.00	Commercial License Fee	\$1.00	Cash Card	\$15,000.00	P&C Commercial License Fee	\$1.00	Cash Card	\$15,000.00	Board of Business and Professional Regulation	\$1.00	Cash Card	\$15,000.00	Trade Consulting Fee	\$1.00	Cash Card	\$15,000.00	Service	\$1.00	Cash Card	\$15,000.00
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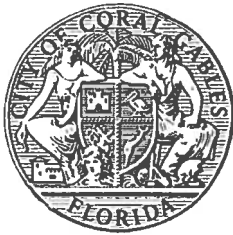
Jul 2, 2025 at 1:29 PM



Jul 2, 2025 at 1:29 PM







CITY OF CORAL GABLES  
DEVELOPMENT SERVICES DEPARTMENT  
Affidavit of Posting

Title of Document Posted: Notice of Unsafe Structure Violation

I, ANGELICA LUGO, DO HEREBY SWEAR/AFFIRM THAT  
THE AFOREMENTIONED NOTICE WAS PERSONALLY POSTED, BY ME, AT THE  
ADDRESS OF 931 Catalonia Ave, ON July 2<sup>nd</sup> '25 AT 1:29 PM.

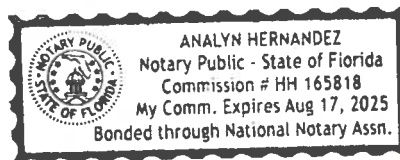
ANGELICA LUGO  
Employee's Printed Name

Angelica Lugo  
Employee's Signature

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

Sworn to (or affirmed) and subscribed before me this 2 day of July, in the year 2025,  
by Angelica Lugo who is personally known to me.

My Commission Expires:



Analyn Hernandez  
Notary Public



# City of Coral Gables

Code Enforcement Division  
427 Biltmore Way, Suite 100



Need to search or  
appeal your citation?

## Notice of Violation

June 24, 2025

Case #:NOVI-25-06-11010

**BILTMORE APARTMENTS OWNER LLC or  
R/A:  
CORPORATION SERVICE COMPANY  
40 CUTTER MILL RD STE 405  
GREAT NECK, NY 11021**

Folio #: 0341180040901

Dear Property Owner and/or Occupant:

This letter constitutes a notice that a violation(s) exists on the premises at:

931 CATALONIA AVE, Coral Gables, FL 33134---6478

The violation(s) found was:

**Weather and watertightness - Sec. 105-250. - Weather and watertightness. Every structure used for human habitation shall be so maintained that it will be weather and watertight. Exterior walls, roofs and all openings around doors, windows, chimneys and all other parts of the structure shall be so maintained as to keep water from entering the structure and to prevent undue heat loss. Damaged materials must be repaired or replaced. All parts of the structure that show evidence of dry rot or other deterioration shall be repaired, replaced and refinished to be in conformity with the rest of the structure. Window panes permitting entrance of water shall be replaced.**  
(Code 1958, § 16A-26; Code 1991, § 12-168; Code 2006, § 105-279; Ord. No. 1142, § 3.3, 7-14-1959)

**Code Enforcement Officer Comments: \*\*\*EMERGENCY - Safety Hazard\*\*\*  
Windows not accessible / operational for tenant(s).**

**The following steps should be taken to correct the violation:**

**72 hours notice, for all windows to be operational and the ability to open in all twelve (12) units.**

The regulations enforced by the City have been adopted in order to protect the public and assure continuing high property values. Your immediate attention to correcting the violation(s) listed above is required.

The Code Enforcement Division will re-inspect the property on 6/27/2025 to determine if corrective measures have been completed. If the violation(s) has not been completed at the time of inspection, your case will be presented to the Code Enforcement Board for review and possible action. At that time, you will have the opportunity to explain to the citizens serving on the Board the reasons why the violation(s) has not been corrected. The Board has the authority to assess a fine against you for as long as the violation continues.

305-441-5777 or see us in person at 427 Biltmore Way, 2nd Floor, Coral Gables FL, 33134.

  
Martinez, Rose  
305-460-5291

[rmartinez@coralgables.com](mailto:rmartinez@coralgables.com)

**City's Exhibit #5**



Tuesday, June 24, 2025  
2614 Alhambra Cir  
Coral Gables FL 33134  
United States

*da*

CITY OF CORAL GABLES  
DEVELOPMENT SERVICES - CODE ENFORCEMENT DIVISION  
P.O. BOX 141549  
CORAL GABLES, FLORIDA 33114-1549  
ADDRESS SERVICE REQUESTED



**CERTIFIED MAIL®**



9489 0090 0027 6516 2367 86

Label 850-PB, Oct. 2015  
Pinney Bowes

June 24, 2025

BILTMORE APARTMENTS OWNER LLC or  
R/A:  
CORPORATION SERVICE COMPANY  
40 CUTTER MILL RD STE 405  
GREAT NECK, NY 11021

06-24-2025 03:22 PM

Tracking Number:

9489009000276516236786

Remove X

 Copy


 Add to Informed Delivery

Latest Update

Your item was delivered to an individual at the address at 11:30 am on July 3, 2025 in GREAT NECK, NY 11021.

Get More Out of USPS Tracking:

 USPS Tracking Plus®

 **Delivered**

Delivered, Left with Individual

GREAT NECK, NY 11021

July 3, 2025, 11:30 am

[See All Tracking History](#)

[What Do USPS Tracking Statuses Mean?](#)

Text & Email Updates

▼

USPS Tracking Plus®

▼

Product Information

▼

See Less ^

THIS INSTRUMENT PREPARED BY:

Title Search, Inc.  
255 Alhambra Circle, Suite 305  
Coral Gables, Florida 33134  
File No.: 931-935 CATALONIA

RETURN TO:  
PATRICIA L. PEREZ, P.A.  
1390 S. Dixie Highway, Suite 1309  
Coral Gables, FL 33146  
File No.: 2018-1097

Property Appraisers Parcel Identification (Folio) Number: **03-4118-004-0901 / 03-4118-004-0910**

Florida Documentary Stamps in the amount of \$ \_\_\_\_\_ have been paid hereon.

SPACE ABOVE THIS LINE FOR RECORDING DATA

## WARRANTY DEED

THIS WARRANTY DEED, made the 3<sup>rd</sup> day of July, 2018 by Catatonic Investments Corporation, a Florida Corporation, whose post office address is 330 Casuarina Concourse, Coral Gables, FL 33143 ("Grantor"), to Biltmore Apartments Owner LLC, a Florida limited liability company, whose post office address is 295 Madison Ave, 2nd Floor, New York, NY 10017 ("Grantee"):

(Wherever 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)

**W I T N E S S E T H:** That the Grantor, for and in consideration of the sum of TEN AND 00/100'S (\$10.00) Dollars and other valuable considerations, receipt whereof is hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms unto the Grantee all that certain land situate in MIAMI-DADE County, State of Florida, viz.:

**Lot 19 and 20, Block 29, Second Revised Plat of Coral Gables Country Club Section 2, according to the map or plat thereof as recorded in Plat Book 32, Page 63, of the Public Records of Miami-Dade County, Florida.**

**Subject to easements, restrictions and reservations of record and taxes for the year 2018 and thereafter.**

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

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

**AND**, the Grantor hereby covenants with said Grantee that the Grantor is lawfully seized of said land in fee simple; that the Grantor has good right and lawful authority to sell and convey said land, and hereby warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances, except taxes accruing subsequent to December 31, 2017.

**IN WITNESS WHEREOF**, the said Grantor has signed and sealed these presents the day and year first above written.

Signed, sealed and delivered in the presence of:

Witness #1 Signature

Witness #1 Printed Name

Witness #2 Signature

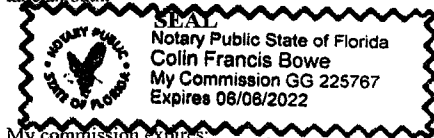
Witness #2 Printed Name

Catatonic Investments Corporation, a Florida Corporation

By: Alfredo Murciano  
Alfredo Murciano, President

STATE OF FLORIDA COUNTY OF MIAMI-DADE

The foregoing instrument was acknowledged before me this 3<sup>rd</sup> day of July, 2018, by Alfredo Murciano, as President of Catatonic Investments Corporation, a Florida corporation, who is personally known to me or has produced driver's license identification and ☒ did ☐ did not take an oath.



My commission expires: 6/6/22

Notary Public

Printed Notary Name

File No.: 931-935 Catalonia

City's Exhibit #6



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

## Detail by Entity Name

Florida Limited Liability Company  
BILTMORE APARTMENTS OWNER LLC

### Filing Information

<b>Document Number</b>	L18000149101
<b>FEI/EIN Number</b>	83-0972377
<b>Date Filed</b>	06/18/2018
<b>State</b>	FL
<b>Status</b>	ACTIVE

### Principal Address

40 Cutter Mill Road,  
Suite 405  
Great Neck, NY 11021

Changed: 03/27/2023

### Mailing Address

40 Cutter Mill Road,  
Suite 405  
Great Neck, NY 11021

Changed: 03/27/2023

### Registered Agent Name & Address

CORPORATION SERVICE COMPANY  
1201 HAYS STREET  
TALLAHASSEE, FL 32301-2525

### Authorized Person(s) Detail

#### **Name & Address**

Title MGR

Pilevsky, Philip  
40 Cutter Mill Road,  
Suite 405



Great Neck, NY 11021

Title MGR

Pilevsky, Michael  
40 Cutter Mill Road,  
Suite 405  
Great Neck, NY 11021

Title MGR

MARRONE, DIANA  
419 W 19TH ST STE 300  
HIALEAH, FL 33012

Annual Reports

Report Year	Filed Date
2022	04/04/2022
2023	03/27/2023
2024	04/10/2024

Document Images

<a href="#">04/10/2024 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">03/27/2023 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">04/04/2022 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">04/20/2021 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">03/03/2020 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">04/02/2019 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">06/18/2018 -- Florida Limited Liability</a>	<a href="#">View image in PDF format</a>

This instrument prepared by:  
Manuel A. Ramirez, Esquire  
CASTRO & RAMIREZ, LLC  
1805 Ponce de Leon Blvd.  
Suite 500  
Coral Gables, Florida 33134  
Telephone: (305) 372-2800

### MORTGAGE

THIS MORTGAGE AND SECURITY AGREEMENT (the "Mortgage") is made and entered into as of October 31, 2018, by **BILTMORE APARTMENTS OWNER LLC, a Florida Limited Liability Company**, hereinafter ("Mortgagor"), whose address is **295 Madison Avenue, 2<sup>nd</sup> Floor, New York, New York 10017**, and **BISCAYNE BANK A FLORIDA STATE CHARTERED COMMERCIAL BANK**, ("Mortgagee") whose address is **2601 South Bayshore Drive, Suite 600, Coconut Grove, Florida, 33133**.

### WITNESSETH:

WHEREAS, Mortgagor is justly and lawfully indebted to Mortgagee in the sum **TWO MILLION EIGHT HUNDRED THOUSAND AND 00/100 (\$2,800,000.00) DOLLARS**, as evidenced by that certain promissory note payable to the order of Mortgagee (the "Note"), executed by Mortgagor, bearing the same date as this Mortgage, to be paid according to its terms, to be paid according to its terms, the final payment under which is due and payable on November 15, 2028.

NOW THEREFORE, to secure the payment of the aforesaid indebtedness (the "Loan"), and such future or additional advances as may be made by Mortgagee, at its option, to Mortgagor or Mortgagor's permitted successors in title, for any purpose, provided that all those advances are to be made within 10 years from the date of the Mortgage or within such lesser period of time as may be provided hereafter by law as a prerequisite for the sufficiency of actual notice or record notice of optional future or additional advances as against the rights of creditors or subsequent purchasers for valuable consideration, the total amount of indebtedness secured by the Mortgage may decrease or increase from time to time, but the total unpaid balance so secured at any one time shall not exceed the maximum principal amount of **FIVE MILLION SIX HUNDRED THOUSAND AND NO/100 DOLLARS (\$5,600,000.00)**, plus interest and any disbursements made for the payment of taxes, levies or insurance on the property covered by the lien of the Mortgage with interest on those disbursements, Mortgagor hereby grants, bargains, sells, conveys, assigns, transfers, mortgages, pledges, delivers, sets over, warrants and confirms to Mortgagee the following:

All those certain lots, pieces, or parcels of land lying and being in Miami-Dade County, State of Florida (the "Property"), legally described as follows, with the same force and effect as though the contents of said property were set forth herein at length, together with the buildings and improvements now or hereafter situated thereon:

**LOTS 19 AND 20, BLOCK 29, SECOND REVISED PLAT OF CORAL GABLES COUNTRY CLUB SECTION 2, ACCORDING TO THE MAP OR PLAT THEREOF, AS RECORDED IN PLAT BOOK 32, PAGE 63, OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA.**

TOGETHER WITH all and singular the tenements, hereditaments, easements, riparian and other rights now or hereafter belonging or appurtenant thereto, and the rights, if any, in all adjacent roads, ways, streams, alleys, strips and gores; and the reversion or reversions, remainder and remainders, rents, issues and profits thereof, and all the estate, right, title, interest, property, claim and demand whatsoever of Mortgagor of, in and to the same and of, in and to every part and parcel thereof;

TOGETHER WITH all machinery, equipment, fittings, fixtures, furniture, furnishings, and articles of property of every kind and nature whatsoever (collectively, "Equipment"), whether actually or constructively attached to the Property or improvements thereto, now or hereafter owned by Mortgagor and located in, upon or under the Property, any improvements thereto, or any part thereof and used or usable in connection with any present or future operation of the Property or such improvements, including without limitation all heating, air conditioning, air cooling, sprinkling, freezing, lighting, water distribution, electric distribution, laundry, incinerating, plumbing, lifting, cleaning, fire prevention, fire extinguishing, refrigerating, ventilating, sewage processing and communications apparatus, fixtures, conduits and attachments; dynamos and generating equipment; engines, pipes, pumps, tanks, motors, switchboards, lifting stations, boilers, ranges, furnaces, oil burners or units thereof; appliances, carpeting, underpadding, vacuum cleaning systems; elevators, escalators; shades, awnings, screens, blinds, storm doors and windows; and any other items of property acquired by Mortgagor, wherever the same may be kept or stored, if acquired with the intent of their being incorporated in or used in connection with the Property or any improvements to the Property; together also with all additions thereto and replacements thereof, Mortgagor hereby agreeing, with respect to all additions and replacements, to execute and deliver from time to time such further instruments as may be requested by Mortgagee to confirm their inclusion herein; all of which foregoing items described in this paragraph are hereby declared to be part of the Property and encumbered by the Mortgage;

TOGETHER WITH any and all awards or payments, including interest thereon and the right to receive the same, growing out of or as a result of any exercise of the right of eminent domain, including the permanent taking of the Premises (as defined hereinafter) or any part thereof, or payment for alteration of the grade of any street upon which the Property abuts, or any other injury to, taking of, or decrease in the value of the Premises or any part thereof, to the extent of all amounts which may be owing on the Loan at the date of Mortgagee's receipt of any such award or payment and to the extent of the reasonable attorneys' fees, costs and disbursements incurred by Mortgagee in connection with the collection of such award or payment, including appellate proceedings, if any; any unearned premiums on any hazard, casualty, liability, or other insurance policy carried for the benefit of Mortgagor, Mortgagee and/or the Premises (as hereinafter defined); and Mortgagor's rights in, to, under, by virtue of, arising from or growing out of any and all present or future contracts, instruments, accounts, insurance policies, permits, licenses, trade names, plans, paid fees, subdivision restrictions or declarations or other intangibles whatsoever now or hereafter dealing with, affecting or

concerning the Property, the improvements thereto, or any portion thereof or interest therein, including but not limited to: (a) all contracts and permits for or related to the Property or the development, construction and/or refurbishing of improvements on the Property, (c) all payment, performance or other bonds, and any other related choses-in-action, (d) any contracts now existing or hereafter made for the sale by Mortgagor of any portion of the Property, including any of the mortgagor's interest in deposits paid by any purchasers (however such deposits may be held) and any proceeds of such sales contracts, including any purchase money notes and mortgages made by such purchasers, and (e) any declaration of condominium or declaration of covenants, restrictions, easements or similar documents now or hereafter recorded against the title to the Property or any portion thereof;

TOGETHER WITH all of Mortgagor's rights to further encumber or lease the Property or any portion thereof. Mortgagor hereby (i) represents as a special inducement to Mortgagee to make the Loan that, as of the date hereof, there are no encumbrances to secure debt prior or junior to the Mortgage except as disclosed in the Title Commitment for the property and provided in paragraph 29 hereof, and (ii) covenants that there are to be none of same as of the date on which this Mortgage is recorded except as disclosed in the Title Commitment;

TOGETHER WITH all property, assets, rights and interest in property of Mortgagor, of any kind or description, tangible or intangible, whether now owned or existing or hereafter acquired or arising and wheresoever located including, but not being limited to, the following: all deposit accounts, accounts and accounts receivable of Mortgagor, whether now in existence or hereafter coming into existence; all letter of credit rights; all chattel paper (whether tangible or electronic), contract rights, instruments (including promissory notes), documents, general intangibles (including, without limitation, payment intangibles, trademarks, service marks, trade names, patents, copyrights and licenses), inventory (including raw materials inventory, finished goods inventory, parts, supplies) and goods in process of debtor, whether now in existence or owned or hereafter coming into existence or acquired, wherever located, and all returned goods, and reposessions and replacements thereof; all vehicles, furniture, machinery and equipment now owned and hereafter acquired by Mortgagor; all investment property; all supporting obligations, and commercial tort claims; all accessions, additions, replacements, and substitutions relating to any of the foregoing; all records of any kind relating to any of the foregoing; all proceeds relating to any of the foregoing (including insurance, general intangibles and accounts proceeds); All insurance policies insuring the foregoing property or any part thereof including unearned premiums and all refunds.

TO HAVE AND TO HOLD the above-described and granted property, appurtenances and rights, (collectively, the "Premises") unto Mortgagee in fee simple forever.

PROVIDED, HOWEVER, that these presents are upon the conditions that if Mortgagor shall pay or cause to be paid to Mortgagee the principal and all interest payable with respect to the Loan and any future advance made hereunder and any other sums secured by the Mortgage at the time and in the manner stipulated in the Note and herein, all without any deduction or credit for taxes or other similar charges paid by Mortgagor, and shall keep, perform and observe all and singular the covenants and promises in the Note and any future advance agreement(s) renewals, extensions or modifications thereof, and in the Mortgage expressed to be kept, performed and observed by and on the part of Mortgagor, all without delay, and shall not permit or suffer to

occur any uncured default hereunder, then the Mortgage and all the interests and rights hereby granted, bargained, sold, conveyed, assigned, transferred, mortgaged, pledged, delivered, set over, warranted and confirmed shall cease, terminate and be void, but shall otherwise remain in full force and effect.

Mortgagor covenants with and warrants to Mortgagee as follows: (i) Except as disclosed in the Title Commitment, that Mortgagor has good and marketable title to Premises, is lawfully seized and possessed of the Property; (ii) Except as disclosed in the Title Commitment, that the Premises are unencumbered except as provided in paragraph 29 hereof; and (iii) that Mortgagor shall forever warrant and defend the Premises unto Mortgagee against the lawful claims and demands of all persons whomsoever, and shall make such further assurances to perfect fee simple title to the Property in Mortgagor as Mortgagee may reasonably require. The parties further covenant and agree as follows:

1. Payments Due Mortgagee. Mortgagor shall pay all sums due Mortgagee at the time and in the manner provided in the Note, the Mortgage, any instrument evidencing a future advance or any other document related to, evidencing or securing the Loan.

2. Payment of Taxes. Mortgagor shall pay, before the last day upon which the same may be paid without the imposition of interest (except interest payable on special assessments which, by law, may be paid in installments) or other late charge or penalty, all taxes, assessments (whether general or special and whether or not payable in installments) and other charges whatsoever levied on, assessed, placed or made against the Premises or any part thereof, and shall deliver to Mortgagee receipts showing payment in full of the same as soon as such receipts are available. At Mortgagee's option, following an event of default, Mortgagor shall pay to Mortgagee in advance, on a monthly basis, an amount sufficient (as estimated by Mortgagee) for Mortgagee to have in hand, in an impound account, funds sufficient to pay said taxes assessments and other charges thirty (30) days prior to the date when the same may first be paid. In no event shall Mortgagee be liable for any interest on any amount held by it in any such impound account. Mortgagor shall furnish to Mortgagee, as soon as it is available, an official statement of the amount of said taxes and assessments next due and Mortgagee shall pay said charges, but only if sufficient funds remain in the impound account. An official receipt therefor shall be conclusive evidence of such payment and of the validity of any such charge. In the event that Mortgagee elects to pay any such taxes or assessments, notwithstanding that there are insufficient funds in the impound account, the amount advanced in excess of such escrowed funds shall be evidenced, shall bear interest, shall be paid and shall be secured as provided in paragraph 14 hereof. In the event of any default beyond the expiration of applicable notice and cure periods hereunder, at its option Mortgagee may apply such funds on account of the Loan in any order of priority it may deem appropriate, in its sole discretion. The balance in any such impound account at the time of any transfer of the title to all of the Premises shall inure to the benefit of a permitted successor and owner of the Premises without any specific assignment thereof. Upon payment in full of the Loan, the amount remaining in any such impound account shall be paid over to the owner of record as of the date of such full payment. In the event that said taxes are paid late resulting in a late charge or penalty, Mortgagee will require Mortgagor to pay to Mortgagee in advance, on a monthly basis, an amount sufficient (as estimated by Mortgagee) for Mortgagee to have in hand, in an impound account, funds sufficient to pay said

taxes assessments and other charges thirty (30) days prior to the date when the same may first be paid.

3. Insurance. Mortgagor shall keep the Premises insured for its full insurable value, with extended coverage, for the benefit of Mortgagor and Mortgagee by policies with such companies, on such terms, in such form and for such periods as Mortgagee shall require or approve from time to time, against loss or damage by fire, lightning, windstorm, ***business interruption***, hail, explosion, collapse, riot, riot attending a strike, civil commotion, aircraft, vehicles, flood and smoke and (as, when and to the extent insurance against war risk is obtainable from the United States of America or any agency thereof) against war risks, and when and to the extent required by Mortgagee, against any other risks. Mortgagor shall obtain and carry, for the benefit of itself and Mortgagee, general public liability insurance in which Mortgagor and Mortgagee, are named as insured, with initial limits of not less than **One Million and 00/100 (\$1,000,000.00) Dollars** as to personal injury or death, or such greater or different limits as Mortgagee may require from time to time, with such companies, on such terms, in such form and for such periods as Mortgagee shall approve from time to time. Mortgagor shall also obtain and carry such workers' compensation insurance coverage as may be required by law, and during any period of construction on the Property, Mortgagor shall require of its contractors that they obtain and carry adequate contractor's liability insurance and workers' compensation insurance. Mortgagor hereby assigns to Mortgagee all policies of insurance which insure against any loss or damage to the Premises or any part thereof and any proceeds thereof, as collateral and further security for the payment of the Loan, with loss payable to Mortgagee pursuant to a mortgagee clause, without contribution, and satisfactory to Mortgagee. If Mortgagor defaults in so insuring the Premises or any part thereof or in so assigning the policies, at its option Mortgagee may effect such insurance from year to year and pay the premiums therefor and any such sums paid by Mortgagee shall be evidenced, shall bear interest, shall be paid and shall be secured as provided in paragraph 14 hereof. If Mortgagee receives any money for loss or damage by reason of such insurance, provided that no event of default beyond the expiration of any applicable notice and cure period exists, Mortgagee shall disburse to Mortgagor, under such safeguards as Mortgagee shall deem reasonably appropriate, for the reconstruction, restoration or repair of the damage. In the event of a foreclosure of the Mortgage, the purchaser of the Premises shall succeed to all the rights of Mortgagee, including any right to unearned premiums, in and to all policies of insurance described in this paragraph. Not less than thirty (30) days prior to the expiration date of each policy required pursuant to this paragraph, Mortgagor shall deliver to Mortgagee evidence of a renewal policy or policies marked "premium paid" or accompanied by other evidence of payment satisfactory to Mortgagee. Evidence of the payment of premiums therefor, and each such policy shall be noncancellable without at least thirty (30) days' advance written notice to Mortgagee. In the event the insurance premiums are paid late, at Mortgagee's option, Mortgagor shall pay to Mortgagee in advance, on a monthly basis, an amount sufficient (as estimated by Mortgagee) for Mortgagee to have in hand, in an impound account, funds sufficient to pay all insurance premiums and related charges thirty (30) days prior to the date when the same may first be paid without regard to any premium finance arrangement which may be available. In no event shall Mortgagee be liable for any interest on any amount held by it in any such impound account.

4. Improvements. Without the prior written consent of Mortgagee, which it may grant or withhold in its reasonable discretion, no improvements shall be constructed on the

Property and no development thereof shall be undertaken, which would have a materially adverse effect on the property, and once constructed, no building or other improvement covered by the lien of the Mortgage shall be removed, demolished or materially altered or enlarged except for repairs and maintenance in the ordinary course or alterations and enlargements that would not have a materially adverse effect on the property, or as required in the event of fire, other casualty or condemnation; however, Mortgagor shall have the right to remove and dispose of, free from the lien of the mortgage, such Equipment as from time to time may become worn out or obsolete, provided that, simultaneously with or prior to such removal, if and to the extent necessary, any such Equipment shall be replaced with new Equipment of at least the same quality as that of the replaced Equipment when it was new, which shall be free from any title retention or other security agreement or other encumbrance, and, by such removal and replacement, Mortgagor shall be deemed to have subjected such new Equipment to the lien of the Mortgage.

5. Use and Maintenance. Mortgagor shall maintain and operate, and do everything necessary to maintain and operate, the Premises in good condition and repair, shall not commit or suffer any physical waste of the Premises, and shall comply with, or cause compliance with, all restrictive covenants applicable thereto and all statutes, ordinances and requirements of any governmental authorities having jurisdiction over the Premises or the use thereof. Mortgagor shall promptly pay all utility fees for services provided to the Property and improvements thereto. Mortgagor shall promptly repair, restore, replace or rebuild any part of the Premises now or hereafter subject to the lien of the Mortgage which may be damaged or destroyed by any casualty whatsoever or which may be affected by any proceeding of the character referred to in paragraph 9 hereof. Mortgagor shall complete and pay for, within a reasonable time, any improvements and any structures at any time in the process of construction on the Property. Mortgagor shall not initiate, join in or consent to any new (or any change in any existing) private restrictive covenant, zoning ordinance, master plan, site plan, easement, or other public or private restrictions limiting or defining the uses which may be made of the Premises or any part thereof without the prior written approval of Mortgagee, which it may grant or withhold in its sole discretion.

6. Further Encumbrances. Mortgagor shall not grant any other lien or mortgage on the Premises, any portion thereof or interest therein without the prior written consent of Mortgagee, which Mortgagee may grant or withhold in its sole discretion (*except that routine utility easements shall require Mortgagee's reasonable consent*). Any such other lien or mortgage shall be junior to the Mortgage and to all permitted tenancies now or hereafter affecting the Premises or any portion thereof and shall be subject to all renewals, extensions, modifications, releases, increases, increases in interest rate, future advances, changes or exchanges permitted by the Mortgage, all without the joinder or consent of such junior lienholder, or mortgage holder and without any obligation on Mortgagee's part to give notice of any kind thereto. Except only as and to the extent hereinabove permitted with Mortgagee's prior written consent, Mortgagor shall not commit or suffer or permit to occur any act or omission whereby any of the Premises or any interest therein shall become subject to any attachment, judgment, lien, charge or other encumbrance whatsoever, or whereby any of the security represented by the Mortgage shall be impaired or threatened. Mortgagor shall not directly or indirectly do anything or take any action which would prejudice any of the right, title or interest



of Mortgagee in or to any of the Premises or impose or create any direct or indirect obligation or liability on the part of Mortgagee with respect to any of the Premises.

7. Possession by Third Parties. Notwithstanding the foregoing, Mortgagor shall be entitled to enter into leases at prevailing market rates without the prior consent of Mortgagee.

8. Assignment of Leases. As further security for the repayment of the Loan, Mortgagor hereby assigns and transfers to Mortgagee all rents, issues and profits of the Premises and all right, title and interest of Mortgagor in and under all leases including any extensions and renewals thereof now or hereafter affecting the Premises (the "Leases"). Mortgagor hereby empowers Mortgagee, its agents or attorneys, to collect, sue for, settle, compromise and give acquittances for all of the rents that may become due under the Leases and to avail itself of and pursue all remedies for the enforcement of the Leases and Mortgagor's rights thereunder that Mortgagor could have pursued but for this assignment effective after the continuation of a default beyond applicable notice and cure periods. Mortgagor hereby represents and warrants to Mortgagee and shall be deemed to have represented and warranted to Mortgagee to Mortgagor's knowledge upon and as of the date of delivering to Mortgagee a copy of each Lease as follows: (a) that each such copy delivered or to be delivered to Mortgagee, if any, is true, correct and complete in all material respects; (b) that Mortgagor has not previously assigned or pledged any Lease or any interest therein to any person other than Mortgagee; (c) that all the Leases are in full force and effect; (d) that each lessee thereunder has accepted its respective premises and is paying rent on a current basis, except as disclosed to Mortgagee; (e) that no default exists on the part of such lessees or Mortgagor as lessor in their respective performances of the terms, covenants, provisions and agreements contained in the Leases, except as disclosed to Mortgagee; (f) that no rent has been paid by any of the lessees for more than two (2) months in advance with the exception of rent collected and to be applied to tenant's last month's rent and short term rentals; and (g) that no payment of rents to accrue under the Leases has been or will be waived, released, reduced, discounted or otherwise discharged or compromised by Mortgagor directly or indirectly, whether by assuming any lessee's obligations with respect to other premises or otherwise. Mortgagor covenants and agrees with Mortgagee as follows: (a) that each Lease shall remain in full force and effect irrespective of any merger of the interests of the lessor and lessee thereunder; (b) that Mortgagor shall not collect more than two (2) months' rent, income or profits arising or accruing under any Lease in advance of the due date for same, nor suffer or permit to arise in favor of any lessee any release of liability or any right to withhold payment of rent, nor take any action or exercise any right of election which would in any way diminish any lessee's liability or have the effect of shortening the stated term of any Lease other than in the ordinary course of business; (c) that Mortgagor shall perform all of Mortgagor's covenants and agreements as lessor under each Lease; (d) that if requested by Mortgagee, Mortgagor shall expeditiously and in good faith enforce the Leases and all remedies available to Mortgagor in case of default by the lessees thereunder; and (e) that Mortgagor shall not execute any other assignment or pledge of any Lease or any interest therein or any of the rents thereunder, nor request, accept, consent to or agree to any subordination of any Lease to any mortgage other than the Mortgage now or hereafter affecting the Premises. No liability shall be assumed by or asserted or enforced against Mortgagee in connection with the exercise of the powers herein granted Mortgagee, all such liability being hereby expressly waived and released by Mortgagor. Mortgagee shall not be obligated to perform or discharge any obligation, duty or liability under any Lease or by reason of this assignment, and Mortgagor hereby indemnifies and holds

Mortgagee harmless from and against any and all liability, loss, claim, damage, costs and attorneys' fees which Mortgagee *incurs* under any Lease or by reason of this assignment, and from and against any and all claims or demands whatsoever, including any related costs and attorneys' fees which may be asserted against Mortgagee by reason of any alleged obligations or undertakings on the part of Mortgagor to perform or discharge any of the terms, covenants or agreements contained in any Lease. Nothing herein contained shall be construed as constituting Mortgagee a trustee or mortgagee in possession. Although Mortgagor and Mortgagee intend that this instrument shall be a present assignment, it is expressly understood and agreed that so long as no default shall continue beyond applicable notice and cure periods under the Note, the Mortgage or any other document at any time executed by Mortgagor with respect to the Loan, Mortgagor may collect assigned rents and profits for not more than two (2) months in advance of the accrual thereof and short term rentals, but upon the occurrence of any such default and during its continuance beyond all applicable notice and cure periods, all right of Mortgagor to collect or receive rents or profits shall wholly terminate upon notice from Mortgagee. Upon notice from Mortgagee to Mortgagor, the lessees under all the Leases are hereby irrevocably authorized to rely upon and comply with, and shall be fully protected in so doing, any notice or demand by Mortgagee for the payment to Mortgagee of any rental or other sums which may be or thereafter become due under the Leases, or for the performance of any of the lessees' undertakings under the Leases, and none of them shall have any right or duty to inquire as to whether any default hereunder or under the Note shall have actually occurred or is then existing.

9. Takings. Notwithstanding any taking by eminent domain, alteration of the grade of any street, or other injury to, or decrease in value of, the Premises or any portion thereof caused by any public or quasi-public authority or person, Mortgagor shall continue to pay interest on the entire principal and other sums secured hereby until any award or payment shall have been actually received by Mortgagee and applied by Mortgagee against the Loan. At Mortgagee's option, *if said taking affects the value of the property*, any such award or payment may be retained and applied by Mortgagee, in whole or in part, toward payment of the Loan, in any order of priority which Mortgagee may deem appropriate in its sole discretion, or be paid over wholly or in part to Mortgagor for the purpose of altering, restoring or rebuilding any part of the Premises which may have been altered, damaged or destroyed as a result of any such taking, alteration of grade or other injury to the Premises, or for any other purpose or object satisfactory to Mortgagee, in its sole discretion.

10. Further Instruments. Mortgagor shall execute and deliver to Mortgagee, from time to time and on demand, any further instruments, and shall pay costs of preparation and recording thereof, including but not limited to mortgages, security agreements, financing statements, assignments and renewal and substitution notes, so as to reaffirm, to correct and to perfect the evidence of the obligations secured hereby and the legal security title of Mortgagee to all or any part of the property intended to be mortgaged hereby, whether now mortgaged, later substituted for other collateral, or acquired subsequent to the date of the Mortgage.

11. Estoppel Letters. Upon request made either personally or by mail, Mortgagor shall certify, by a duly acknowledged writing, to Mortgagee or to any proposed assignee of the Mortgage, the amount of principal and interest then owing on the Note and whether any offsets or defenses exist against the Loan, such certification to be provided within ten (10) days after Mortgagor's receipt of such request.

12. Information Furnished. Mortgagor shall promptly furnish to Mortgagee any financial or other information regarding Mortgagor, or the Premises which Mortgagee may reasonably request from time to time. Mortgagor shall deliver to Mortgagee, within ninety (90) days after the close of each fiscal year of Mortgagor, a financial statement of Mortgagor in such reasonable detail as Mortgagee may request, certified as true and correct by Mortgagor, which Mortgagee may require to be audited, if required by Mortgagee's regulators and/or auditors, and confirmed by an accounting firm designated by Mortgagee at the reasonable expense of Mortgagor, together with such supporting statements as Mortgagee may deem appropriate in its sole discretion.

13. Default. At Mortgagee's option, the whole of the principal sum, interest and other sums secured hereby shall immediately or at any time thereafter become due and payable without notice to Mortgagor, and Mortgagee shall immediately have all the rights accorded Mortgagee by law and hereunder to foreclose the Mortgage or otherwise to enforce the Mortgage, the Note and any other Loan document upon the occurrence of any of the following, which is not cured within the applicable notice and cure periods set forth in the loan documents: (a) default in the payment of any installment of interest under the Note, or default in the payment of principal under the Note, whether due under the terms thereof or by acceleration; (b) default in the payment of any tax, assessment, utility charge, or other charge against the Premises or any part thereof as and when required by the Mortgage; (c) default in the repayment of any sum paid or advanced by Mortgagee under any of the terms of the Mortgage, with interest thereon, as provided in paragraph 14 hereof; (d) the actual or threatened physical waste, removal, demolition, material alteration or enlargement of any building or other improvements on the Property in violation of the loan documents; (e) default in obtaining, assigning, delivering or keeping in force the policies of insurance required by paragraph 3 hereof; (f) additional assignment by Mortgagor of the whole or any part of the rents, income or profits arising from the Premises or any part thereof without the prior written consent of Mortgagee, which it may grant or withhold in its sole discretion; (g) Mortgagor's failure to remove *or bond* any involuntary lien on the Premises of any part thereof within twenty (20) business days after Mortgagor becomes aware of such lien; (h) Mortgagor's failure to comply within the time prescribed therein with a requirement, order or notice of violation of a law, ordinance, or regulation issued or promulgated by any political subdivision or governmental department claiming jurisdiction over the Property or any operation conducted on the Property, or after Mortgagor's failure to timely comply with any notice of violation of any restrictive covenant affecting the Property or the construction of improvements thereon from any party entitled to enforce such covenant or, if such order or notice provides a time period for compliance, upon Mortgagor's failure to comply within such period, or, in the case of a noncompliance which cannot be cured within said period, in the event that Mortgagor shall not commence to comply with said order or notice within said period and shall not thereafter diligently pursue such cure to completion; (i) the issuance of any order by the State of Florida, or any subdivision, instrumentality, administrative board or department thereof, declaring unlawful or suspending the construction of permitted improvements on the Property or the operation of the Premises, *provided however that as a remedy hereto Borrower shall have the right to prepay the loan within thirty (30) days of such occurrence without pre payment penalty*; (j) the filing by the United States of America or any instrumentality thereof in any court of competent jurisdiction of any notice of intention to acquire under the power of eminent domain any estate less than an estate in fee simple in the entire Property, or upon the recording

by the State of Florida, any instrumentality thereof or any other person with eminent domain powers, of a notice of taking of any estate less than an estate in fee simple in the entire Property, ***provided however that as a remedy hereto Borrower shall have the right to prepay the loan within thirty (30) days of such occurrence without pre payment penalty***; (k) the filing by or against Mortgagor or any partner in Mortgagor of any petition or application for relief, extension, moratorium or reorganization under any bankruptcy, insolvency or debtor's relief law of the United States, any state thereof, or any state, province or territory of any foreign country; (l) if Mortgagor or any partner in Mortgagor shall make an assignment for the benefit of creditors, or enter as a debtor into any trust or mortgage arrangement or become a party as a debtor to any receivership proceeding; (m) a further encumbrancing for debt, or transfer of control of, or change in the legal or equitable ownership of the Premises, any part or portion thereof or interest therein, or a change in the management of the Premises, without the prior written consent of Mortgagee, which it may grant or withhold in its sole discretion except to the extent permitted under the loan documents; (n) if Mortgagor or any shareholder or partner in Mortgagor becomes insolvent; (o) any statement, certificate or representation made to Mortgagee by or on behalf of Mortgagor in connection with the Loan, shall prove to be at any time incorrect ***when made*** in any respect deemed material by Mortgagee, in its sole discretion; (p) the voluntary or involuntary dissolution of Mortgagor; (q) any change in the ownership or control of Mortgagor or any pledge, other encumbrance or assignment of the whole or any portion of any interest in Mortgagor without the prior written consent of Mortgagee, which it may grant or withhold in its sole discretion except to the extent permitted under the loan documents; (r) Intentionally omitted; (s) Intentionally omitted; (t) default under the terms of paragraph 29 hereof regardless of whether any instrument referred to therein provides a grace period; (u) default in the observance or performance of any other covenants or agreements of Mortgagor, the occurrence of any other event prohibited by the terms of the Mortgage, or the violation of any other provision of the Mortgage; or (v) any material adverse change in the financial condition (in the sole discretion of the Lender) of Mortgagor. No consent or waiver expressed or implied by Mortgagee to or of any default by Mortgagor under the Mortgage shall be construed as a consent or waiver to or of any further default of the same or a different nature; and no consent or waiver shall be deemed or construed to exist by reason of any course of conduct or in any other manner whatsoever except by a writing duly executed by Mortgagee, and then only for the single occasion to which such writing is addressed.

14. **Advances Hereunder.** In the event of any default in the performance of any of Mortgagor's covenants or agreements contained in the Mortgage or the violation of any term of the Mortgage, in each case beyond the expiration to of applicable notice and cure periods, at its option Mortgagee may cure the default or take any other action it deems necessary or desirable, in its sole discretion, to protect its security; and, in the event Mortgagee shall be required or shall elect to advance at any time any sums to protect its security or for any other reason permitted or provided by any of the terms or provisions contained in the Mortgage, such sums shall be deemed Loan funds, shall be evidenced by the Note, shall bear interest until paid at the "Default Rate" provided in the Note commencing on the date such funds are advanced by Mortgagee, and shall be secured by the Mortgage. If advanced by Mortgagee prior to the natural or accelerated maturity date of the Loan, such sums shall be due and payable by Mortgagor on such maturity date or ten (10) days following Mortgagor's receipt of demand therefor, whichever is earlier, but if advanced after the natural or accelerated maturity date, such sums shall be due and payable immediately without demand. Mortgagee's lien on the Premises therefor shall be prior to any

right or title to, interest in, or claim upon the Premises, or any portion thereof, junior to the lien of the Mortgage.

15. Receiver. In any action to foreclose the Mortgage, or upon the actual or threatened waste to any part of the Premises, Mortgagee shall have the right to apply, without prior notice to Mortgagor, for the appointment of a receiver of the Premises, and shall be entitled to seek the appointment of such a receiver as a matter of right, without consideration of the value of the Premises as security for the amounts due Mortgagee or the solvency of any person liable for the payment of such amounts.

16. Remedies. The rights of Mortgagee arising hereunder, under the Note or under any other document executed at any time in connection with the Loan, and the rights allowed or permitted Mortgagee by law or equity, shall be separate, distinct and cumulative, and the selection of one remedy shall not preclude the selection of another or other remedies until Mortgagee shall have recovered all sums due it, together with the appropriate interest thereon and all costs of collection, including reasonable attorneys' fees and reasonable appellate attorneys' fees, with interest thereon. In case of any foreclosure sale, the Premises may be sold, without marshalling, in one parcel and as an entirety or in such parcels, manner or order as Mortgagee, in its sole discretion, may elect.

17. Additional Tax. In the event of the passage after the date of the Mortgage of any federal, state or local law (a) changing in any way the laws for the taxation of mortgages or debts secured by mortgages for federal, state or local purposes, or changing the manner of the collection of any such taxes, and (b) imposing either directly or indirectly a new tax on the Mortgage, the Note or the holder thereof, then Mortgagee shall have the right to declare the Loan due on a date to be specified by not less than ninety (90) days' notice to Mortgagor; provided, however, that such election shall be ineffective if Mortgagor is permitted by law to pay the whole of such tax, without such payment being deemed to be interest or a payment in the nature of interest, in addition to all other payments required hereunder and if Mortgagor, prior to such specified date, does pay such tax and agrees to pay any such tax when thereafter levied or assessed, in which case such agreement shall constitute a modification of the Mortgage.

18. Stamps and Taxes. If at any time the State of Florida shall determine that the intangible tax paid in connection with the Mortgage is insufficient or that the documentary stamps affixed hereto are insufficient, and that additional intangible tax should be paid or that additional stamps should be affixed, Mortgagor shall pay for the same, together with any interest or penalties imposed in connection with such determination, and Mortgagor hereby indemnifies and holds Mortgagee harmless therefrom. If any such sums shall be advanced by Mortgagee, they shall be evidenced, shall bear interest, shall be paid and shall be secured as provided in paragraph 14 hereof.

19. Fees and Expenses. If Mortgagee shall incur or expend any sums, including reasonable attorneys' fees, whether or not in connection with any action, proceeding or appeal, to sustain the lien of the Mortgage or its priority, or in any other action, proceeding or appeal, or to protect or enforce any of its rights hereunder, or to recover any indebtedness secured hereby, or for any title examination or title insurance policy relating to the title to the Property, all such

sums shall be evidenced, shall bear interest, shall be paid and shall be secured as provided in paragraph 14 hereof.

20. Uniform Commercial Code. The Mortgage is a security agreement as defined by the Uniform Commercial Code as adopted by the state in which the Premises are located, and the original, a carbon, photographic, or other reproduction of either the Mortgage or a financing statement shall be sufficient as a financing statement under the Uniform Commercial Code. The remedies for any violation of the covenants, terms and conditions of the agreements contained in the Mortgage shall be as prescribed (a) in the Mortgage and loan documents, (b) by general law or (c) as to any items included in the definition of the Premises that may also be listed in any filed financing statement, by the specific statutory provisions now or hereafter enacted and specified in the Uniform Commercial Code, all at Mortgagee's sole election. Mortgagor and Mortgagee agree that the filing of such a financing statement in the records normally pertaining to personal property shall never be construed as derogating from or impairing in any way this intention of the parties hereto that everything used in connection with the production of income from the Premises or described or reflected in the Mortgage is and at all times, for all purposes and in all proceedings, both legal and equitable, shall be regarded as part of the real property to the fullest extent permitted by law, irrespective of whether (a) any such item is physically attached to the improvements, (b) serial numbers are used for the better identification of certain items of Equipment capable of being thus identified in a recital contained herein or in a list filed with Mortgagee, or (c) any such item is referred to or reflected in any such financing statement so filed at any time. Similarly, the mention in any such financing statement of (a) the rights in or the proceeds of any insurance policy, (b) any award in eminent domain proceedings for a taking or for loss of value, (c) Mortgagor's interest as lessor in any present or future lease or right to income growing out of the use or occupancy of the Property or improvements thereof, whether pursuant to lease or otherwise, or (d) any other item included in the definition of the Premises, shall never be construed to alter any of the rights of Mortgagee as determined by the Mortgage or to impugn the priority of the interests of Mortgagee granted in the Mortgage or by any other recorded instrument; such mention in a financing statement is declared to be for the protection of Mortgagee in the event any court shall hold with respect to (a), (b), (c) or (d) immediately above that notice of Mortgagee's priority of interest, to be effective against a particular class of persons, including but not limited to the federal government and any subdivision or entity of the federal government, must be filed in the Uniform Commercial Code records.

21. Payments on Behalf of Others. Any payment made in accordance with the terms of the Note or the 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 the Mortgage, by any subsequent owner of the Premises, 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 partner, stockholder, officer or director of a person 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 Mortgagee and all persons who at any time may be liable or may have any interest in the Premises, as aforesaid, to have been made on behalf of all such persons.

22. Partial Payments. Mortgagee's acceptance of any payment which is less than full payment of all amounts due and payable to Mortgagee at the time of such payment, even if made

by one other than the Mortgagor, shall not constitute a waiver of Mortgagee's right to exercise its option to accelerate the maturity date of the Loan or exercise any other rights of Mortgagee.

23. Transfers. Without the prior written consent of Mortgagee, which it may grant or withhold in its sole discretion, neither the whole nor any portion of the legal or equitable title to the whole or any portion of the Premises or any interest therein shall in any manner be sold, conveyed or transferred, either voluntarily or by operation of law, without the prior written consent of Mortgagee, which it may grant or withhold in its reasonable discretion. Neither Mortgagor nor any partner in Mortgagor shall cause, permit or suffer to occur any change in the ownership or control of Mortgagor or any pledge, other encumbrance or assignment of the whole or any portion of any partner's interest in Mortgagor. Notwithstanding the above, the Mortgagee's consent will be based on the Mortgagee qualifying and approving the prospective applicant for the facilities.

24. Modifications after Transfer. In the event of a sale, conveyance or transfer, in bulk, of the whole or such portion of the Property then encumbered hereby to a permitted new owner, Mortgagor consents to any and all subsequent renewals and extensions in the time of payment of the Loan, and agrees further that, at any time and from time to time thereafter without notice, by agreement between Mortgagee and any such permitted new owner (a) the terms of payment provided for in the Note may be modified, (b) the security described in the Mortgage may in whole or in part be released, increased, changed or exchanged, or (c) any other terms whatsoever of the Note, the Mortgage or any other Loan document may be modified, with no such change affecting in any way the liability of Mortgagor or any other person liable with respect to the Loan. Mortgagor agrees that no sale of the Premises or any part thereof, no forbearance on the part of Mortgagee, no extension of the time for the payment of the whole or any part of the obligations secured hereby, no other indulgence given by Mortgagee, nor any other such modification of the terms of the Loan shall operate to relieve or in any manner affect the original liability of Mortgagor or the priority of this Mortgage, or to limit, prejudice or impair any right of Mortgagee; Mortgagor and all those claiming by, through or under Mortgagor waive any and all right to prior notice of any such extension, indulgence, forbearance or modification.

25. Notices. Whenever Mortgagor or Mortgagee are obliged to give notice to the other, such notice shall be in writing and shall be given personally or by prepaid certified mail return receipt requested, in which latter case notice shall be deemed effectively made when the receipt is signed or when the attempted initial delivery is refused or cannot be made because of a change of address of which the sending party has not been notified. Until the designated addresses are changed by notice given in accordance herewith, notice to either party shall be sent to its respective address set forth on the first page of the Mortgage.

26. Governing Law; Severability. The Mortgage shall be governed by, and construed and enforced in accordance with the laws of the State of Florida, excepting only that federal law shall govern to the extent it may permit Mortgagee to charge, from time to time, interest on the Loan at a rate higher than may be permissible under the Florida law. If, for any reason whatsoever, fulfillment of any provision of the Mortgage or the Note shall transcend the limit of validity prescribed by the applicable usury statute or any other law, then the obligation to be fulfilled shall be reduced to the limit of such validity; in no event shall any exaction be possible under the Mortgage or the Note that is in excess of the limit of such validity, but such obligation



shall be fulfilled to the limit of such validity. Mortgagor and Mortgagee intend that all of the provisions hereof shall be valid and enforceable as specifically set forth. Any judicial determination that any provision hereof is not valid or enforceable as specifically set forth shall not result in such provision being declared invalid, but the same shall be deemed modified in such a manner so as to result in the same being valid and enforceable to the maximum extent permitted by law. As to any portion that is actually determined by a court of competent jurisdiction to be invalid, it is the intention of Mortgagor and Mortgagee that the remainder of the document or the applicable clause, paragraph, or article shall be enforced as written, and the declaration of invalidity shall apply only to the clause, paragraph or article in question. The terms of this paragraph shall control any contrary provisions in the Note or the Mortgage, anything therein or herein to the contrary notwithstanding.

27. Inspection; Management; Watchmen. Mortgagee and any persons authorized by Mortgagee shall have the right, from time to time at the discretion of Mortgagee, to enter and inspect the Premises at reasonable times, subject to the rights of tenants. The operation of the Premises shall at all times during the term of the Loan be under the supervision and management of competent management personnel satisfactory to Mortgagee, present management being satisfactory to Mortgagee. At any time after default by Mortgagor in the performance of any of the terms, covenants or provisions of the Note, the Mortgage or any other Loan document, which default is not cured within all applicable notice and cure periods, if Mortgagee shall determine, in its sole but reasonable discretion, that the management or maintenance of the Premises is unsatisfactory, Mortgagor shall employ as managing agent of the Premises, for the duration of such default and at Mortgagor's sole expense, any third party management company experienced in the management of mobile home parks, designated from time to time by Mortgagee. At any time after such default, which default is not cured within all applicable notice and cure periods, *if any improved portion* of the Premises shall be unprotected or unguarded, or any improved portion of the Property shall be allowed to remain vacant or deserted, then at its option, Mortgagee may employ watchmen for the Property and expend any monies deemed by it necessary to protect the Property, the buildings and improvements thereon and the Equipment and personal property therein or thereon from waste, vandalism and other hazards, depredation or injury, and any sums expended by Mortgagee for such purpose shall be evidenced, shall bear interest, shall be paid and shall be secured as provided in paragraph 14 hereof.

28. Indemnification. Mortgagor agrees to defend and hold harmless the Mortgagee and its directors, officers, and employees from and against any and all liability, expenses or damage of any kind or nature and from any suits, claims or demands, including reasonable attorney's fees and reasonable expenses arising from Mortgagee having to protect its interest under Mortgagor's obligation.

29. Prior Mortgages; Cross-default. In the event that, with Mortgagee's prior written consent, the Mortgage is subject and subordinate to any mortgage or encumbrance, Mortgagor covenants that no default exists under said mortgage or the promissory note secured thereby, that it shall not commit, permit, or suffer to occur any such default, and that any default under the terms thereof shall constitute a default hereunder. Mortgagee shall have the right to advance any funds required to cure any default under the terms thereof, and any such sums shall be deemed "future advances" under the terms of the Mortgage and shall be evidenced, shall bear interest, shall be paid and shall be secured as provided in paragraph 14 hereof; to the extent that

Mortgagee advances funds to cure any such default, Mortgagee shall be subrogated to the rights of the holder of the note and mortgage to whom, or for whose benefit, such funds are paid. Mortgagor shall not, without the prior written consent of Mortgagee, which may be granted or withheld in Mortgagee's sole discretion, accept any "future advance" under said mortgage or consent to the modification of any term thereof or of the promissory note secured thereby. The Mortgage further secures the payment and performance of Mortgagor's present or future obligations to Mortgagee under or by virtue of said mortgage or promissory note, and said mortgage and note are hereby modified to provide that any default under the Note or the terms hereof shall constitute a default thereunder; in the event of a default under the Mortgage including without limitation any default under this paragraph, any sums paid to or collected by Mortgagee by virtue of the Note or the Mortgage may be applied by Mortgagee to discharge, in whole or in part, any of the obligations secured by the Mortgage including without limitation all obligations secured under this paragraph, all in the order of priority which Mortgagee shall deem appropriate, from time to time, in its sole discretion.

30. Cross-Collateralization. In addition to the obligations described above as evidenced by the Note or otherwise, the Mortgage is given to secure any and all obligations from the Mortgagor to the Mortgagee and for all obligations of Mortgagor to Mortgagee arising by virtue of any security agreement, promissory note or other agreement between Mortgagor and Mortgagee and for all obligations of Mortgagor to Mortgagee, contingent or absolute, direct or indirect, regardless of however or whenever created whether related to the Loan or not.

31. Construction of Loan Agreement. If the sums secured hereby are disbursed in accordance with a Loan Agreement the provisions of said Loan Agreement are incorporated herein as fully as if said Loan Agreement were set forth herein at length and a default thereunder shall be deemed a default hereunder.

32. Future Advances This mortgage is also given to secure advances, whether such advances are obligatory or are to be made at the option of the Mortgagee, or otherwise, made to any Maker, as are made within ten(10) years from the date hereof, to the same extent as if such future advances were made on the date of the execution of this Mortgage. The total amount of the indebtedness that may be so secured may decrease or increase from time to time, but the total unpaid balance so secured at one time shall not exceed 200% of the Promissory Note of even date herewith as set forth in the Mortgage, plus interest thereon, and any disbursements for the payment of taxes, levies, or insurance on the Mortgaged Property, with interest on such disbursements at the Default Rate (defined in the Promissory Note of even date). Advances may be made pursuant to this provision to an Obligor without the consent of the Mortgagor being obtained prior thereto, Mortgagor hereby agreeing that the Mortgaged Property, shall secure all such advances. All Notices of Limitation of Future Advances provided in accordance with the provisions of §697.04 of the Florida Statutes shall be provided to the Mortgagee.

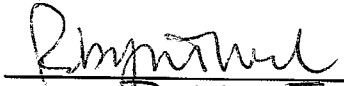
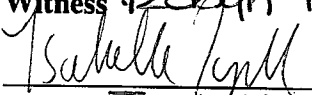
33. Miscellaneous. Wherever used in the Mortgage, unless the context clearly indicates a contrary intent or unless otherwise specifically provided herein, the word "Mortgagor" shall mean Mortgagor or any subsequent owner or owners of the Premises; the word "Mortgagee" shall mean Mortgagee or any subsequent holder(s) of the Mortgage; the word "Note" shall mean the Note, any renewal notes and any additional notes hereafter to be issued secured by the Mortgage pursuant to the future advance provision hereof; the word "person"

shall mean an individual, corporation, partnership, limited partnership, unincorporated association, joint stock corporation, joint venture or other legal entity; pronouns of any gender shall include the other genders; and either the singular or plural shall include the obligations and liabilities of each such person hereunder which shall be joint and several, and wherever the term "Mortgagor" is used it shall be deemed to refer to such persons jointly and severally. The Mortgage shall be binding upon the parties hereto and their respective successors and assigns, and it shall inure to the benefit of Mortgagee and its successors and assigns and Mortgagor and its permitted successors and assigns. The Mortgage may be executed in any number of counterparts, each of which shall be deemed an original, but all of which, together, shall constitute but one instrument. The Mortgage cannot be changed except by an agreement in writing, signed by the party against whom enforcement of the change is sought. Captions and headings in the Mortgage are for convenience only and shall not affect its construction.

**THE UNDERSIGNED AND LENDER HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVE THE RIGHT ANY OF THEM 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 OTHER AGREEMENT, DOCUMENT OR INSTRUMENT CONTEMPLATED TO BE EXECUTED IN CONJUNCTION HERewith, OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS (WHETHER VERBAL OR WRITTEN) OR ACTIONS OF ANY PARTY HERETO. THIS PROVISION IS A MATERIAL INDUCEMENT FOR MORTGAGEE ENTERING INTO THE TRANSACTIONS CONTEMPLATED HEREBY.**

WITNESS the due execution hereof as of the date first above written.

Signed, sealed and delivered in the presence of:

  
Witness Robert Turner  
  
Witness Isabelle Kyak

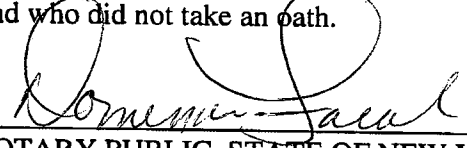
**MORTGAGOR:**  
**BILTMORE APARTMENTS OWNER LLC,**  
**a Florida Limited Liability Company**

By:

  
**PHILIP PILEVSKY, Manager**

STATE OF NEW YORK                    )  
COUNTY OF NEW YORK            )

The foregoing instrument was acknowledged before me October 30, 2018, by PHILIP PILEVSKY, as Manager of BILTMORE APARTMENTS OWNER LLC, A FLORIDA LIMITED LIABILITY COMPANY, who is personally known to me or who has produced \_\_\_\_\_, as identification and who did not take an oath.

  
NOTARY PUBLIC, STATE OF NEW YORK

My Commission Expires:  
DOMENICA FACCIOLA  
Notary Public, State Of New York  
No. 01FA5058533  
Qualified In Kings County  
Commission Expires April 8, 2022

 BankFind Suite Home

Back to Search Results

# Biscayne Bank

Download Results

Data as of 06/20/2025

Institution Details

Locations

History

Financials

Other Names

## Institution Details



**Institution Closed**

Merged or acquired  
on 04/01/2019  
without government  
assistance

See the succeeding  
institution  
for more information.



**First-Citizens Bank &  
Trust Company**  
Cert - 11063



**FDIC Insured**

Since 01/01/1934

**Click to View  
Succeeding**

**FDIC Cert #**  
57973

**Established**  
07/05/2005

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




**Primary Federal  
Regulator**  
Federal Deposit Insurance  
Corporation

**Corporate Headquarters**  
2601 South Bayshore  
Drive, 6th Floor  
Coconut Grove, FL 33133

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

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

### Other Institution Identifiers used by Regulatory Agencies

Identifier Name (Hover for description)	Identifier Value
FDIC Unique Number (UNINUM)	 432837
FRB ID (RSS-ID)	 3363975
FRB ID for Bank Holding Company (RSSDHCR)	 3899456



BankFind Suite Home

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# First-Citizens Bank & Trust Company

Download Results

Data as of 06/20/2025

- Institution Details
- Locations
- History
- Financials
- Other Names

## Institution Details



**FDIC Insured**  
Since 01/01/1934

**FDIC Cert #**  
11063

**Established**  
01/01/1898

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

**Primary Federal Regulator**  
Federal Deposit Insurance Corporation

**Secondary Federal Regulator**  
CFPB

**Corporate Headquarters**  
239 Fayetteville St  
Raleigh, NC 27601




**Primary Website**  
[www.firstcitizens.com](http://www.firstcitizens.com)

**Locations**  
524 domestic locations: 23 states and 0 territories.  
0 in foreign locations.

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

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

### Other Institution Identifiers used by Regulatory Agencies

Identifier Name (Hover for description)	Identifier Value
FDIC Unique Number (UNINUM)	 7078
FRB ID (RSS-ID)	 491224
FRB ID for Bank Holding Company (RSSDHCR)	 1075612



City's Exhibit #7



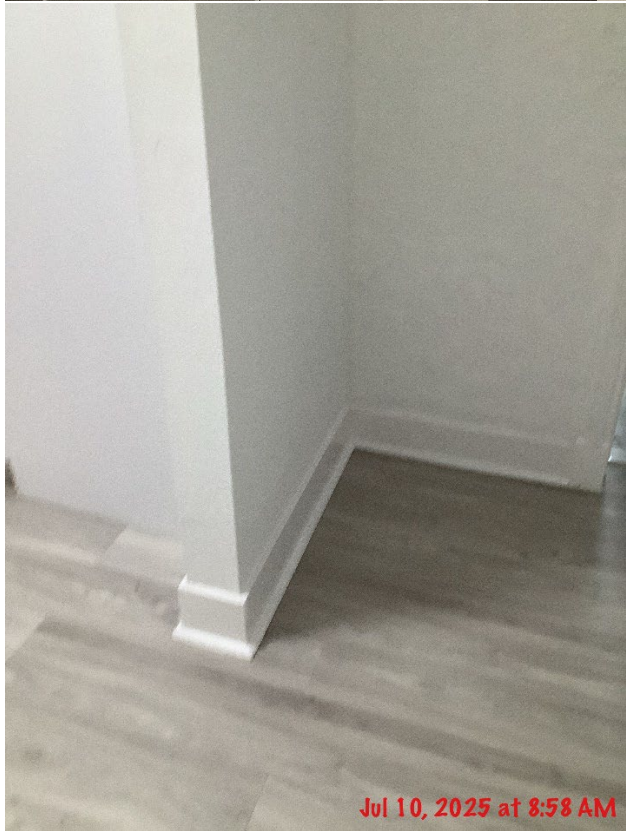
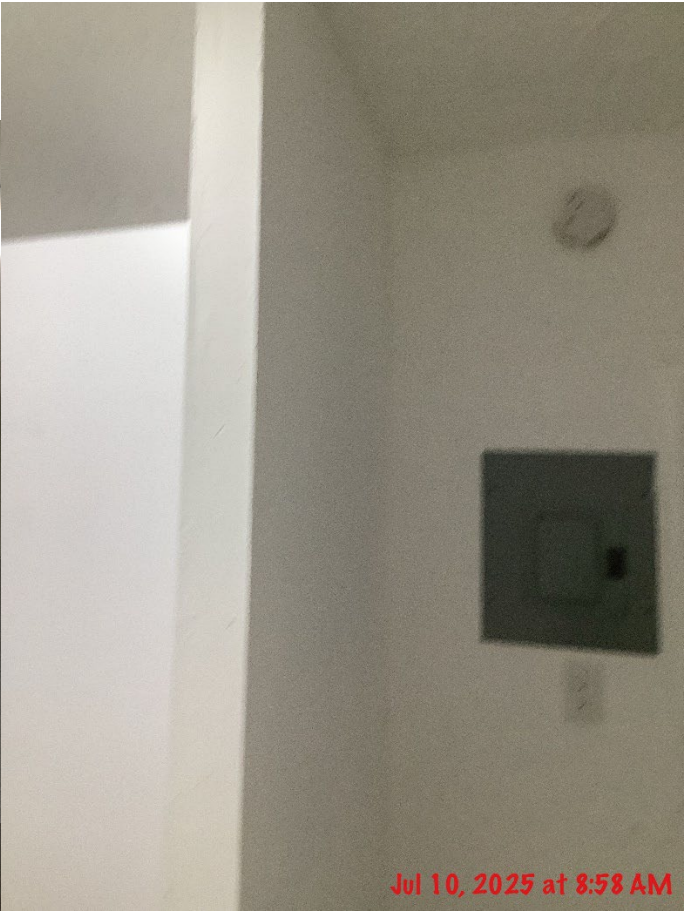


Jul 10, 2025 at 8:57 AM



Jul 10, 2025 at 8:57 AM









Jul 10, 2025 at 9:03 AM



Jul 10, 2025 at 9:04 AM



Jul 10, 2025 at 9:04 AM



Jul 10, 2025 at 9:06 AM





Jul 10, 2025 at 9:06 AM



Jul 10, 2025 at 9:06 AM



Jul 10, 2025 at 9:17 AM



Jul 10, 2025 at 9:20 AM







Jul 10, 2025 at 9:25 AM



Jul 10, 2025 at 9:25 AM







Jul 10, 2025 at 9:36 AM



Jul 10, 2025 at 9:37 AM















Jul 10, 2025 at 8:48 AM



Jul 10, 2025 at 8:49 AM



Jul 10, 2025 at 8:49 AM

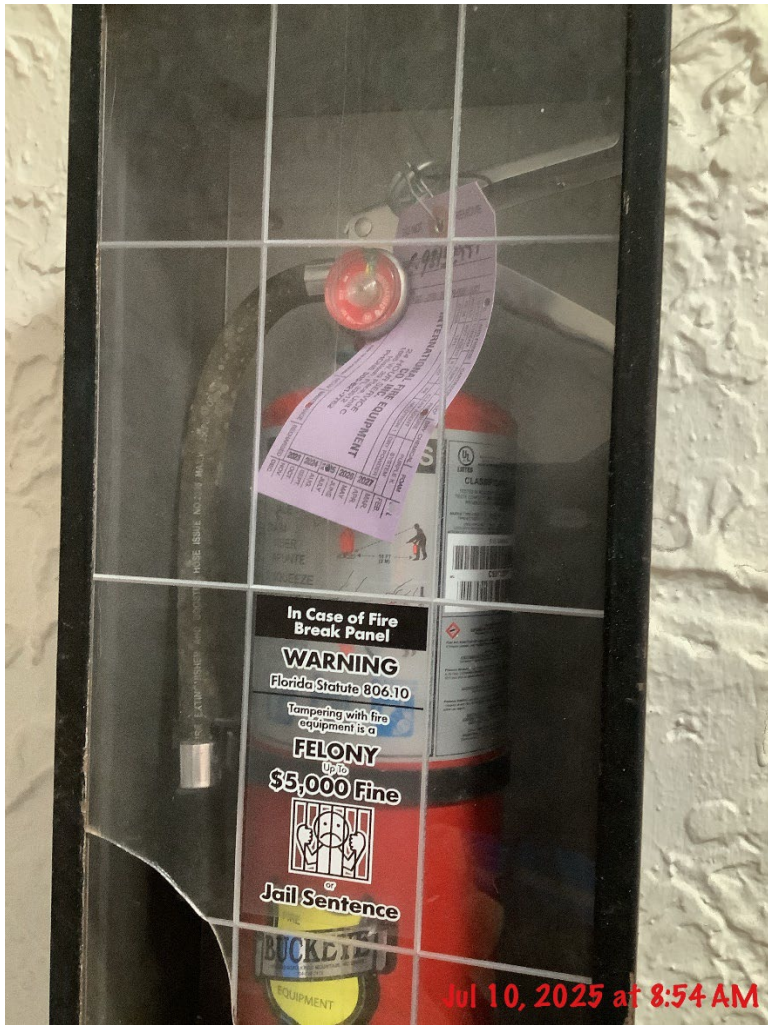


Jul 10, 2025 at 8:49 AM













Jul 10, 2025 at 8:55 AM



Jul 10, 2025 at 8:56 AM



Jul 10, 2025 at 8:56 AM



Thursday, July 10, 2025  
931 Catalonia Ave  
Coral Gables FL 33134  
United States



Thursday, July 10, 2025  
931 Catalonia Ave  
Coral Gables FL 33134  
United States



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931 Catalonia Ave  
Coral Gables FL 33134  
United States



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Coral Gables FL 33134  
United States





Thursday, July 10, 2025  
931 Catalonia Ave  
Coral Gables FL 33134  
United States



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Coral Gables FL 33134  
United States



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