OFFICE OF THE PROPERTY APPRAISER

Summary Report

Generated On : 3/24

Property Information	
Folio:	03-4107-018-1061
Property Address:	827 ORTEGA AVE Coral Gables, FL 33134-3615
Owner	LOGO HOMES INC
Mailing Address	827 ORTEGA AVE CORAL GABLES, FL 33134 USA
PA Primary Zone	0100 SINGLE FAMILY - GENERAL
Primary Land Use	0101 RESIDENTIAL - SINGLE FAMILY : 1 UNIT
Beds / Baths / Half	3 / 2 / 0
Floors	1
Living Units	1
Actual Area	1,768 Sq.Ft
Living Area	1,479 Sq.Ft
Adjusted Area	1,619 Sq.Ft
Lot Size	5,000 Sq.Ft
Year Built	1972

Assessment Information			
Year	2020	2019	2018
Land Value	$235,000	$235,000	$225,000
Building Value	$6,732	$135,510	$136,603
XF Value	$842	$851	$861
Market Value	$242,574	$371,361	$362,464
Assessed Value	$242,574	$369,350	$362,464

Taxable Value Information			
	2020	2019	
County			
Exemption Value	$0	$50,000	$50
Taxable Value	$242,574	$319,350	$312
School Board			
Exemption Value	$0	$25,000	$25
Taxable Value	$242,574	$344,350	$337
City			
Exemption Value	$0	$50,000	$50
Taxable Value	$242,574	$319,350	$312
Regional			
Exemption Value	$0	$50,000	$50
Taxable Value	$242,574	$319,350	$312

Benefits Information				
Benefit	Type	2020	2019	2018
Save Our Homes Cap	Assessment Reduction		$2,011	
Homestead	Exemption		$25,000	$25,000
Second Homestead	Exemption		$25,000	$25,000

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

Sales Information			
Previous Sale	Price	OR Book-Page	Qualification Description
02/10/2021	$440,000	32375-3710	Qual by exam of deed
08/13/2020	$300,000	32074-0761	Qual by exam of deed
08/30/2019	$287,500	31606-0079	Qual by exam of deed
01/28/2015	$0	29545-4242	Corrective, tax or QCD; min consideration

Short Legal Description

PB 8-113
CORAL GABLES GRANADA SEC REV
LOT 18 BLK 6
LOT SIZE 50.000 X 100
OR 9581 1401

CITY'S

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

EXHIBIT 1

List of service addresses for February 2021 unsafe structures cases

1) 827 Ortega Ave – Please note that the \name on the deed is misspelled and incorrectly states that the owner is a Florida corporation. In fact, it is a Maryland corporation, as stated in the mortgage. Please note that two of the addresses below are optional based on § 101-109 of the City Code.

Owner (Owner-provided and corporate Registered Agent address) Logos Homes, Inc a/k/a Logo Homes Inc. c/o Leonardo Mendes Registered Agent 117 Beaumont Rd Silver Spring, MD 20904-1216	**Owner (Property address)(optional since owner provided address)** Logos Home, Inc a/k/a Logo Homes Inc. 827 Ortega Ave Coral Gables, FL 33134-3615
Mortgagee (Mortgage and Sunbiz mailing address) LendingOne, LLC 901 NW 51st St, Ste 150 Boca Raton, FL 33431-4472	**Mortgagee (Sunbiz Registered Agent address)** LendingOne, LLC c/o Registered Agents Inc Registered Agent 7901 4th St N, Ste 300 St. Petersburg, FL 33702-4399
Mortgagee (Delaware Registered Agent address)(optional, since are sending to FL Registered Agent) LendingOne c/o Registered Office Service Company 614 N. Dupont Hwy, Ste 210 Dover, DE 19901-3900	

CITY'S

EXHIBIT 2

City of Coral Gables ONLINE SERVICES

Home Citizen Services Business Services Back to Coral Gables.com

Permits and Inspections: Search Results Logon Help Contact

New Permit Search

Permit Search Results

Permit#:	App. Date	Street Address	Type	Description	Status	Issue Date	Final Date	Fees Due
ZN-21-04-7631	04/21/2021	4019 LE JEUNE RD	PAINT / RESURFACE FL / CLEAN	COMMERCIAL REISSUE FROM ZN-17-02-0307* PRESSURE CLEAN & PAINT (1550SQFT) - BODY: SW7018 DOVETAIL (GRAY)/ TRIM SW7000 IBIS WHITE $1800	issued	04/21/2021		0.00
EL-21-04-7596	04/20/2021	4019 LE JEUNE RD	ELEC COMMERCIAL / RESIDENTIAL WORK	REPLACE 3 METERS, 1-- 200 AMP DISC, 1--150AMP DISC, 1-125 DISC	issued	04/20/2021		0.00
RC-21-01-6300	01/27/2021	4019 LE JEUNE RD	BLDG RECERT / CRB	BUILDING RECERTIFICATION (YEAR BUILT 1950)	issued	04/22/2021		0.00
CE-19-09-3574	09/06/2019	4019 LE JEUNE RD	CODE ENF LIEN SEARCH	LIEN SEARCH FOR: 4019 LE JEUNE RD & 616 CAMILO AVE.	final	09/12/2019	09/12/2019	0.00
BL-18-03-4252	03/23/2018	4019 LE JEUNE RD	MISCELLANEOUS WORK	COMMERCIAL INTERIOR FLOORING, BASEBOARDS, MINOR PATCHING OF WALLS & PAINT $7,000	stop work	03/30/2018		0.00
CE-17-12-1912	12/19/2017	4019 LE JEUNE RD	CODE ENF LIEN SEARCH	LIEN SEARCH	final	12/29/2017	12/29/2017	0.00
ZN-17-02-0307	02/06/2017	4019 LE JEUNE RD	PAINT / RESURFACE FL / CLEAN	COMMERCIAL* PRESSURE CLEAN & PAINT (1550SQFT) - BODY: SW7018 DOVETAIL (GRAY)/ TRIM SW7000 IBIS WHITE $1800	final	02/07/2017	08/21/2017	0.00
AB-17-02-0227	02/03/2017	4019 LE JEUNE RD	BOA COMPLETE (LESS THAN $75,000)	COMMERCIAL* PRESSURE CLEAN & PAINT (1550SQFT) - BODY: SW7018 DOVETAIL (GRAY)/ TRIM SW7000 IBIS WHITE $1800	final	02/03/2017	08/21/2017	0.00
CE-14-04-3842	04/30/2014	4019 LE JEUNE RD	CODE ENF WARNING PROCESS	WT16542 FOLLOW UP: NO VIOLATION	final	04/30/2014	04/30/2014	0.00
CE-14-04-3542	04/25/2014	4019 LE JEUNE RD	CODE ENF WARNING PROCESS	WT16542 34-112 CC (GRA) GRAFFITI ON THE NORTH WEST CORNER OF BUILDING (FACING BIRD RD.) REQUIRES REMOVAL	final	04/25/2014	04/25/2014	0.00
CE-14-04-3064	04/18/2014	4019 LE JEUNE RD	CODE ENF WARNING PROCESS	WT16524 FOLLOW UP: NO VIOLATION FOUND	final	04/18/2014	04/18/2014	0.00
CE-14-04-2649	04/11/2014	4019 LE JEUNE RD	CODE ENF WARNING PROCESS	WT16524 105-27 (GRA) GRAFFITI ON REAR ALLEY WALL ON THE SOUTH SIDE. REQUIRES REMOVAL.	final	04/11/2014	04/11/2014	0.00
PU-13-05-0343	05/06/2013	4019 LE JEUNE RD	PUBLIC RECORDS SEARCH	REQ CERT COPY OF PERMITS 02120203 03070115	final	05/14/2013	05/14/2013	0.00
EL-13-05-0240	05/03/2013	4019 LE JEUNE RD	ELEC SIGNS	DO NOT CANCEL**WINTEGRATE MIGRATED #03020062 & CHANGE OF CONTRACTOR-ELEC SIGN "CAFE VIALETTO" $800-ELECTRICAL FOR SIGN	pending			0.00

CITY'S EXHIBIT 3

BL-13-05-0188	05/02/2013	4019 LE JEUNE RD	SIGNS	DO NOT CANCEL*WINTEGRATE MIGRATED #03020062 & CHANGE OF CONTRACTOR-ELEC SIGN "CAFE VIALETTO" $800	approved			217.35
BL-13-05-0186	05/02/2013	4019 LE JEUNE RD	AWNINGS / CANOPY	DO NOT CANCEL*WINTEGRATE MIGRATED (03070115) & CHANGE OF CONTRACTOR -2 CANVAS AWNINGS NAVY BLUE $4,200	approved			217.35
PL-13-04-1940	04/30/2013	4019 LE JEUNE RD	PLUMB CHANGE OF CONTRACTOR	DO NOT CANCEL*** CHANGE OF CONTRACTOR & CONVERT WINT P#02120203 TO EDEN *** RESTAURANT EXPANSION, TRELLIS, DOORS, TILE FACADE, W. IRON AT EXISTING WINDOWS $15,000	pending			0.00
ME-13-04-1939	04/30/2013	4019 LE JEUNE RD	MECH CHANGE OF CONTRACTOR	DO NOT CANCEL*** CHANGE OF CONTRACTOR & CONVERT WINT P#02120203 TO EDEN *** RESTAURANT EXPANSION, TRELLIS, DOORS, TILE FACADE, W. IRON AT EXISTING WINDOWS $15,000	pending			0.00
BL-13-04-1930	04/30/2013	4019 LE JEUNE RD	BLDG PERMIT CHANGE OF CONTRACTOR	DO NOT CANCEL*** CHANGE OF CONTRACTOR & CONVERT WINT P#02120203 TO EDEN *** RESTAURANT EXPANSION, TRELLIS, DOORS, TILE FACADE, W. IRON AT EXISTING WINDOWS $15,000	approved			217.35
ZN-13-04-1753	04/26/2013	4019 LE JEUNE RD	ZONING MISCELLANEOUS WORK	EXTERIOR STUCCO REPAIR & PAINT EXT TO MATCH EXISTING - PEACH (SW 6642) $500	final	04/29/2013	05/01/2013	0.00
ZV-13-04-1259	04/19/2013	4019 LE JEUNE RD	ZONING LETTER VERIFICATION	ZONING VERIFICATION/INFORMATION LETTER	final	04/19/2013	04/19/2013	0.00
CE-13-03-0990	03/14/2013	4019 LE JEUNE RD	CODE ENF LIEN SEARCH	LIEN LIST	final	03/15/2013	03/15/2013	0.00
RC-11-02-4109	02/01/2011	4019 LE JEUNE RD	BLDG RECERT / CRB	BUILDING RECERTIFICATION (YEAR BUILT 1950)	final	02/01/2011	02/01/2011	0.00
CE-10-11-4175	11/10/2010	4019 LE JEUNE RD	CODE ENF WARNING PROCESS	WT8625 CPM CH105 CITY CODE MAINTAINING A PROPERTY IN VIOLATION OF MINIMUM HOUSING STANDARDS CODE. REMOVE OR PAINT OVER GRAFFITI.	final	11/10/2010	11/19/2010	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).

Goizueta, Virginia

From: Fletcher, Andrew
Sent: Wednesday, March 24, 2021 11:29 AM
To: Goizueta, Virginia
Cc: Fire Prevention
Subject: RE: 827 Ortega Ave

Virginia,

The fire at 827 Ortega occurred on 05/03/2019, incident 19002875.

The report is in our old record management software that I no longer have access to, I'll work with our records custodian to see if we can get you a copy.

From: Goizueta, Virginia <vgoizueta@coralgables.com>
Sent: Wednesday, March 24, 2021 11:11
To: Fire Prevention <fireprevention@coralgables.com>
Subject: 827 Ortega Ave

Good morning,

Can I have a copy of the report that documents the date the fire happened at 827 Ortega Ave?

Thank you

Virginia Goizueta
Building Service Coordinator
City of Coral Gables
Development Services Department
405 Biltmore Way, 3rd Floor
Coral Gables, Florida 33134
Office: 305-460-5250

CITY'S
EXHIBIT 4

CITY OF CORAL GABLES

CODE ENFORCEMENT DIVISION
427 Biltmore Way, Suite 100

01/14/2021

Case #: CE299517-011421

Code Enforcement Violation Warning

827 ORTEGA B&H LLC

827 ORTEGA AVE

CORAL GABLES FL 33134 **Folio #: 03-4107-018-1061**

Dear Property Owner and/or Occupant:

As part of an ongoing effort to enhance the health, safety, and welfare of the citizens of Coral Gables, a recent inspection was made of the premises at **827 ORTEGA AVE,** Coral Gables, FL.

At that time, a Code Enforcement Officer found the following violation(s) evident on the property:

Violation(s):
- **City Code - Chapter 105. Minimum Housing.**

Code Enforcement Officer Comments: MIN- House is an "unsafe structure" due to fire and is not livable. Property is in need of renovations and/or repairs.

<u>The following steps should be taken to correct the violation:</u>

Remedy: Must maintain property and must obtain permits for renovations.

Coral Gables has earned the title of "The City Beautiful" with the help of the residents. Your immediate cooperation in correcting the violation(s) listed above would be gratefully appreciated.

The Code Enforcement Division will re-inspect the property on **2/14/2021** to determine if corrective measures have been completed. If corrective measures have not been completed by **2/14/2021,** a Notice of Violation will be issued.

The Division is available for consultation on this matter from 7:30 AM to 4:00 PM. Please do not hesitate to call the Code Enforcement Officer below for additional assistance.

If this notice pertains to failure to maintain a historic structure, please be advised that:

- **You may be subject to substantial fines that may not be mitigated.**
- **You may also be required to repair or restore the historic structure.**
- **If the historic structure is allowed to deteriorate to the point where it must be demolished:**
    - **the City Code requires that you replace the structure with a similar historically-appropriate structure; and**
    - **the property will no longer qualify for an historic preservation tax exemption.**

Coral Gables ha merecido el título de "La Ciudad Bella" gracias a la ayuda de los residentes. Se

agradece su cooperación inmediata para la corrección de la(s) violación(es) mencionadas arriba.

La División del Cumplimiento del Código re-inspeccionará la propiedad el **2/14/2021** para determinar si se han tomado medidas correctivas. Si estas medidas correctivas no se han realizado para el **2/14/2021**, se emitirá un Aviso de Infracción.

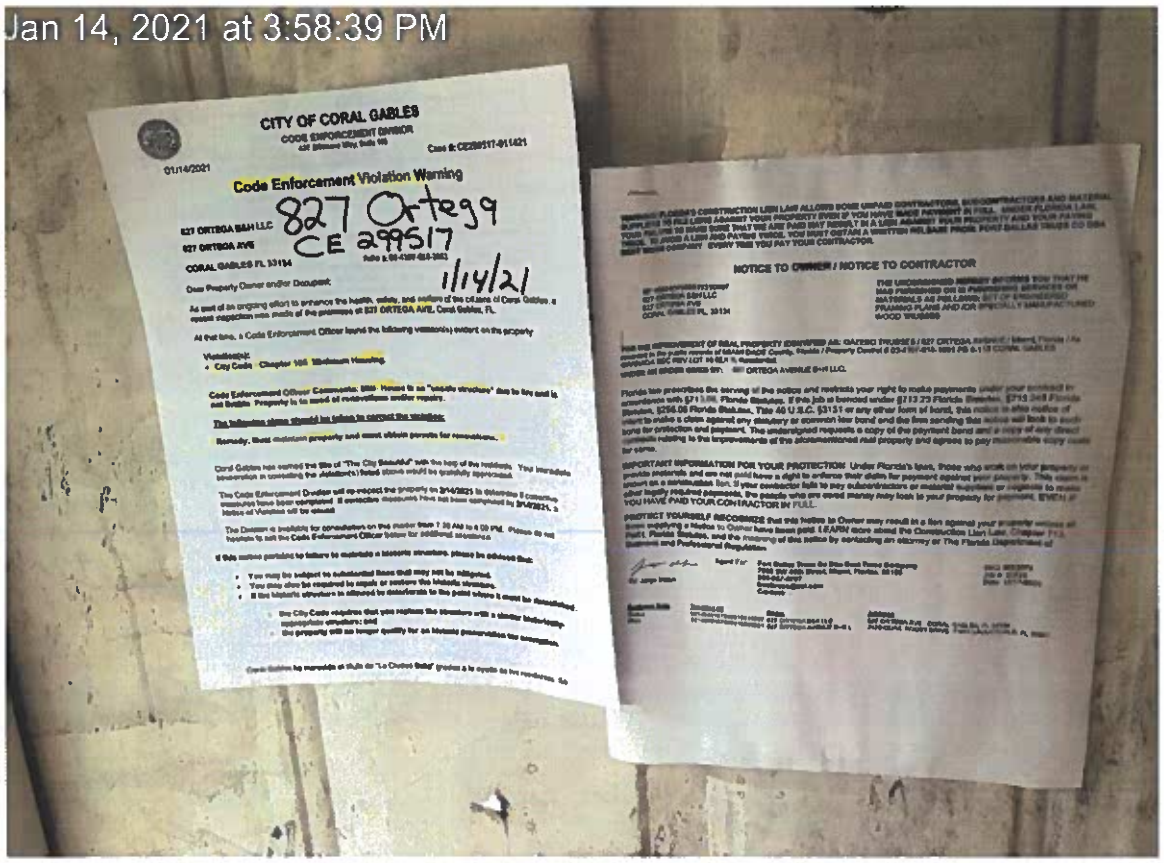
La División está disponible para consulta sobre este caso de 7:30 a.m. a 4:00 p.m. Por favor comuníquese con el Oficial del Cumplimiento del Código nombrado abajo para cualquiera asistencia adicional.

Si este aviso se refiere a la falta de mantenimiento de una estructura histórica, tenga en cuenta que:

- **Usted puede recibir multas muy grandes que tal vez no pueden ser aminoradas.**
- **Es posible que también deba reparar o restaurar la estructura histórica.**
- **Si se permite que la estructura histórica se deteriore hasta el punto en que debe ser demolida:**

  o El Código de la Ciudad requiere el reemplazo de la estructura con una similar que sea apropiadamente histórica; y
  o La propiedad ya no será elegible para una exención de impuestos por preservación histórica.

Lynn Schwartz
Code Enforcement Officer
305 460-5273
lschwartz@coralgables.com


Jan 14, 2021 at 3:58:39 PM
CITY OF CORAL GABLES
CODE ENFORCEMENT DIVISION
01/14/2021
Code Enforcement Violation Warning
827 Ortega
CE 299517
1/14/21
827 ORTEGA AVE
CORAL GABLES FL 33134
NOTICE TO OWNER / NOTICE TO CONTRACTOR

Jan 14, 2021 at 3:58:48 PM

CITY OF CORAL GABLES

CODE ENFORCEMENT DIVISION
427 Biltmore Way, Suite 100

02/19/2021

Case #: CE299517-011421

Notice of Violation

827 ORTEGA B&H LLC
827 ORTEGA AVE
CORAL GABLES FL 33134

Folio #: 03-4107-018-1061

Dear Property Owner and/or Occupant:

This letter constitutes a notice that a violation(s) exists on the premises at **827 ORTEGA AVE**, Coral Gables, FL.

The violation(s) found was:

Violations:

- **City Code - Chapter 105. Minimum Housing.**

Code Enforcement Officer Comments: MIN- House is an "unsafe structure" due to fire and is not livable. Property is in need of renovations and/or repairs.

<u>The following steps should be taken to correct the violation:</u>

Remedy: Must maintain property and must obtain permits for renovations.

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 **3/16/2021** to determine if corrective measures have been completed. If the violation(s) has not been corrected at the time of inspection, your case will be scheduled for a hearing before 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.

The Division is available for consultation on this matter from 7:30 AM to 4:00 PM. Please do not hesitate to call the Code Enforcement Officer below for additional assistance.

If this notice pertains to failure to maintain a historic structure, please be advised that:

- **You may be subject to substantial fines that may not be mitigated.**
- **You may also be required to repair or restore the historic structure.**
- **If the historic structure is allowed to deteriorate to the point where it must be demolished:**
    - **the City Code requires that you replace the structure with a similar historically-appropriate structure; and**
    - **the property will no longer qualify for an historic preservation tax exemption.**

Las regulaciones impuestas por la Ciudad han sido adoptadas para proteger al público y asegurar la continuidad de los valores altos de la propiedad. Se pide la atención inmediata para corregir la(s) violación(es) indicadas arriba.

La División del Cumplimiento del Código re-inspeccionará la propiedad el **3/16/2021** para determinar si se han tomado medidas correctivas. Si la(s) violación(es) no han sido corregidas en el momento de inspección, su caso será presentado a la Junta del Cumplimiento del Código para su revisión y posible acción. Ahí tendrá la oportunidad de explicar a los ciudadanos que sirven en esta junta las razones por la cual esta(s) violación(es) no han sido corregidas. La Junta tiene la autoridad de imponer una multa en contra suya por el tiempo en que continue la violación.

La División está disponible para consulta sobre este caso de 7:30 a.m. a 4:00 p.m. Por favor comuníquese con el Oficial del Cumplimiento del Código nombrado abajo para cualquiera asistencia adicional.

Si este aviso se refiere a la falta de mantenimiento de una estructura histórica, tenga en cuenta que:

- **Usted puede recibir multas muy grandes que tal vez no pueden ser aminoradas.**
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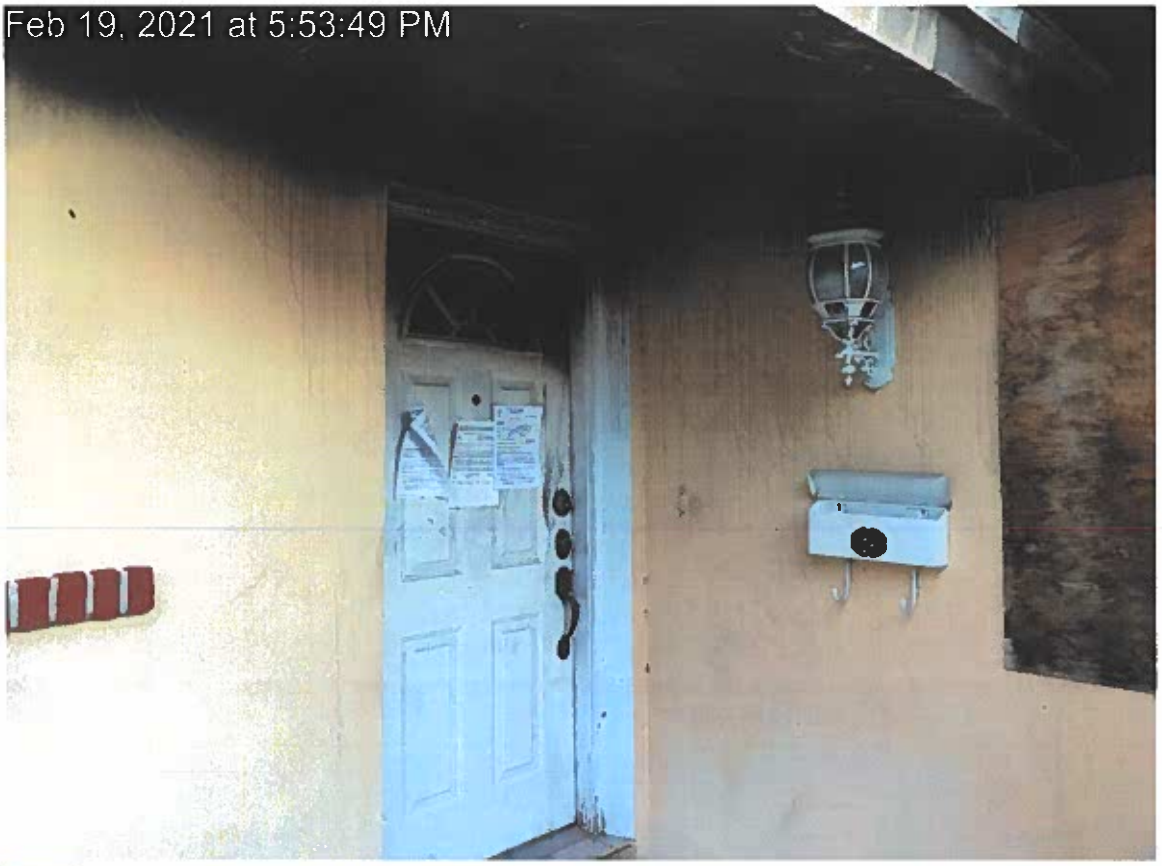
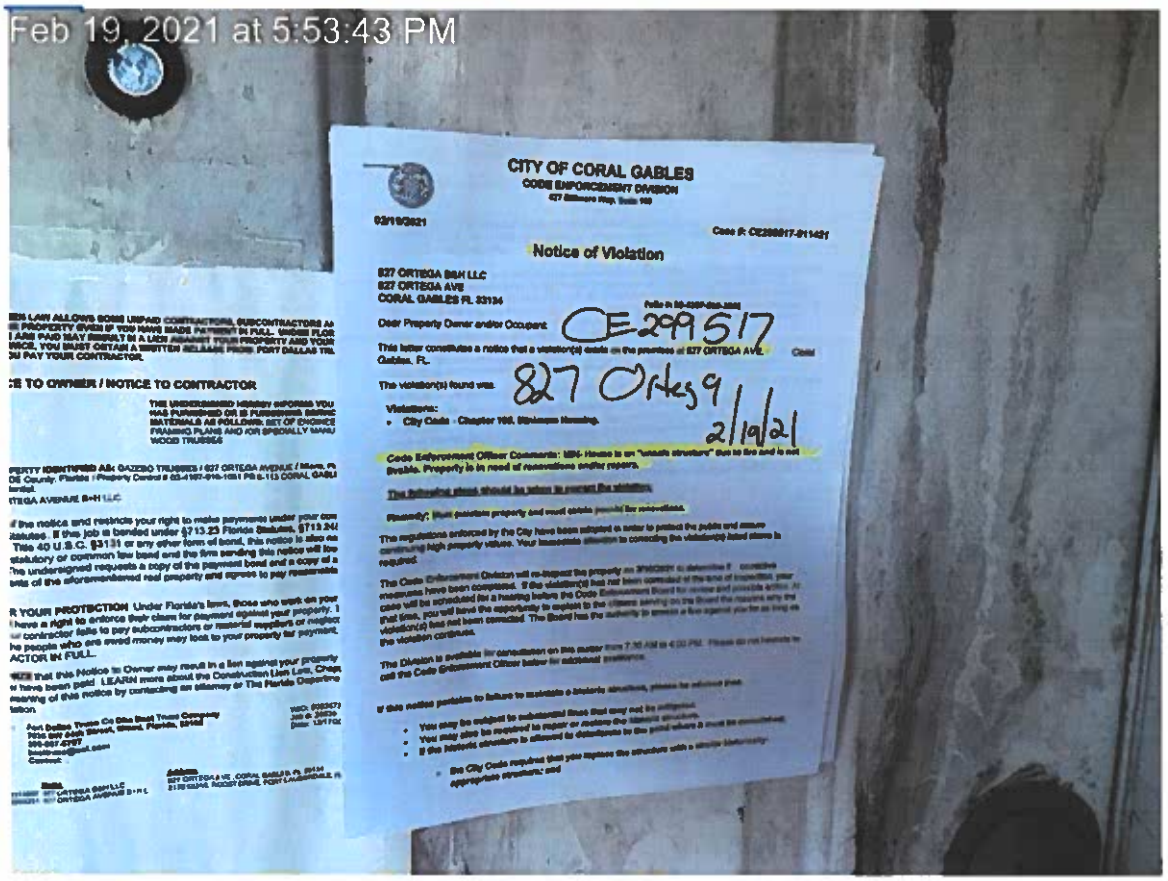
- **Si se permite que la estructura histórica se deteriore hasta el punto en que debe ser demolida:**

  - **El Código de la Ciudad requiere el reemplazo de la estructura con una similar que sea apropiadamente histórica; y**
  - **La propiedad ya no será elegible para una exención de impuestos por preservación histórica.**

Lynn Schwartz
Code Enforcement Officer
305 460-5273
lschwartz@coralgables.com


Feb 19, 2021 at 5:53:49 PM


Feb 19, 2021 at 5:53:43 PM
CITY OF CORAL GABLES
CODE ENFORCEMENT DIVISION
Notice of Violation
827 ORTEGA B&H LLC
827 ORTEGA AVE
CORAL GABLES FL 33134
Dear Property Owner and/or Occupant
CE-299517
827 Ortega
2/19/21

627 Ortega Ave, Coral Gables, FL 33134
© Miami MLS® 01/2021

Verizon LTE 6:37 PM

$461,900 3 bds | 2 ba | 1,479 sqft

827 Ortega Ave, Coral Gables, FL 33134

Under contract | Zestimate®: None

Est. Payment: $2,014/mo Get pre-qualified

Love this home? Sell your current home to Zillow, and close on your schedule.

Zipcode Check eligibility

Time on Zillow **35 days** | Views **3,208** |

Saves **45**

AMAZING 3 BED 2 BATH SINGLE FAMILY HOUSE WITH A LOT OF POTENTIAL TO MAKE IT A 4/2 MARKET VALUE AROUND $650,000.

Listed by: Natalia Blandon
Int'l Property Investment Realty,

Call Message Tour

Verizon LTE 6:38 PM

Listed by: Natalia Blandon
Int'l Property Investment Realty, LLC.

Source: MIAMI REALTORS MIAMI **MLS#:** A10977074
Originating MLS: A-Miami Association of REALTORS

Zillow last checked 2021-02-19 14:41:33
Data was last updated 2021-01-14 08:12:14

Take a Tour with a Buyers Agent

We'll connect you with a local agent who can give you a personalized tour of the home in-person or via video chat.

Select an appointment type

In-person	Video chat

Call | Message | Tour

UNSAFE BUILDING
THIS BUILDING OR STRUCTURE IS, IN THE OPINION OF THE BUILDING OFFICIAL UNSAFE, AS DEFINED IN SECTION 105-89 OF THE CITY CODE OF CORAL GABLES. THIS BUILDING SHALL BE VACATED-SHALL NOT BE OCCUPIED. ACTION SHALL BE TAKEN BY THE OWNER AS PRESCRIBED BY WRITTEN NOTICE. THIS NOTICE SHALL NOT BE REMOVED EXCEPT BY THE BUILDING OFFICIAL
Feb 19, 2021 at 5:42 PM

Goizueta, Virginia

From: Cabrera, Suramy
Sent: Monday, February 22, 2021 10:46 AM
To: Goizueta, Virginia; Lopez, Manuel; Cejas, Devin; Sheppard, Terri
Cc: Garcia, Adolfo; Schwartz, Lynn
Subject: RE: 827 ORTEGA / UNSAFE STRUCTURE

Manny, let's move forward with next steps to demolish...

From: Goizueta, Virginia <vgoizueta@coralgables.com>
Sent: Monday, February 22, 2021 8:33 AM
To: Lopez, Manuel <mlopez@coralgables.com>; Cabrera, Suramy <scabrera@coralgables.com>; Cejas, Devin <dcejas@coralgables.com>; Sheppard, Terri <tsheppard@coralgables.com>
Cc: Garcia, Adolfo <agarcia2@coralgables.com>; Schwartz, Lynn <lschwartz@coralgables.com>
Subject: RE: 827 ORTEGA / UNSAFE STRUCTURE

There is a note on the parcel since 6/26/19

**Declared Unsafe Structure by the Building Official -No new permit unless to repair the unsafe structure. **

- Plans submitted on 2/12/20 -BL-20-02-5107 RESID INTERIOR ALTERATIONS $10000 -have been rejected by structural since 11/10/20 with no action.
- BL-20-10-6734 RESDIENTIAL* RE ROOF CROWN BUILDING WINDSOR SLATE ROOF TILE COLOR TOBBACO $20,500 has been ready to be paid since 10/28/20.

Virginia Goizueta
Building Service Coordinator
City of Coral Gables
Development Services Department
405 Biltmore Way, 3rd Floor
Coral Gables, Florida 33134
Office: 305-460-5250

From: Lopez, Manuel <mlopez@coralgables.com>
Sent: Saturday, February 20, 2021 10:36 AM
To: Cabrera, Suramy <scabrera@coralgables.com>; Cejas, Devin <dcejas@coralgables.com>; Sheppard, Terri <tsheppard@coralgables.com>
Cc: Goizueta, Virginia <vgoizueta@coralgables.com>; Garcia, Adolfo <agarcia2@coralgables.com>; Schwartz, Lynn <lschwartz@coralgables.com>
Subject: Re: 827 ORTEGA / UNSAFE STRUCTURE

I don't believe it has. Virginia can check on Monday.

Get Outlook for Android

From: Sheppard, Terri <tsheppard@coralgables.com>
Sent: Friday, February 19, 2021 8:20:26 PM
To: Cabrera, Suramy <scabrera@coralgables.com>; Cejas, Devin <dcejas@coralgables.com>; Lopez, Manuel <mlopez@coralgables.com>
Cc: Goizueta, Virginia <vgoizueta@coralgables.com>; Garcia, Adolfo <agarcia2@coralgables.com>; Schwartz, Lynn <lschwartz@coralgables.com>
Subject: FW: 827 ORTEGA / UNSAFE STRUCTURE

Good evening Suramy/Devin,

From what we understand from the neighbors this property has changed ownership 3 to 4 times since 2019. There has been no progress on this property since the fire occurred in 2019. The neighbors think there is potential mortgage fraud. The neighbors said that there was an Open House recently and there were people going inside the structure.

Thank you,

Terri Sheppard
Field Supervisor
Code Enforcement Division
427 Biltmore Way, Suite 100
Coral Gables, FL 33134
(305) 460-5239
(305) 460-5348 fax
tsheppard@coralgables.com

From: Schwartz, Lynn
Sent: Friday, February 19, 2021 6:58 PM
To: Lopez, Manuel <mlopez@coralgables.com>; Goizueta, Virginia <vgoizueta@coralgables.com>
Cc: Cabrera, Suramy <scabrera@coralgables.com>; Cejas, Devin <dcejas@coralgables.com>; Sheppard, Terri <tsheppard@coralgables.com>; Garcia, Adolfo <agarcia2@coralgables.com>
Subject: 827 ORTEGA / UNSAFE STRUCTURE

Good Afternoon,

I have a property cited at 827 Ortega, which there was a fire early last year. This property has changed owners a couple times, and I presently am at the NOV status on the current owner. There is an "UNSAFE STRUCTURE" notice on the property. Is there any way to find out if this has gone to an unsafe structure hearing, and what the findings were? I was able to see on "Zillow" it is for sale once again for $461,000. This property is unlivable.
Please let me know as soon as possible.

Thank you,

Lynn Schwartz
City of Coral Gables
Code Enforcement Officer
305-460-5273

Goizueta, Virginia

From: Schwartz, Lynn
Sent: Wednesday, March 17, 2021 11:52 AM
To: Lopez, Manuel; Goizueta, Virginia
Cc: Cabrera, Suramy; Cejas, Devin; Sheppard, Terri; Garcia, Adolfo
Subject: FW: 827 Ortega Avenue

Good Afternoon Manny and Virginia,

Below is an email from the new owner of 827 Ortega. This property is coming up for Unsafe Structure, as I posted a new card on it last week. I will also give you her phone number as well, I spoke to her yesterday and she is aware of the issue and the importance of moving quickly.
Her phone number is 240-426-2013.
She stated she was using the same contractor that is on the previous permit. Hopefully he will come through as I had issues contacting him when I first started this case 2 owners ago.
If you make contact with the new owner, can you please keep me in the loop so I can update my case?

Thank you,

Lynn Schwartz

From: Leonardo Mendes <logosenterprise@yahoo.com>
Sent: Wednesday, March 17, 2021 11:28 AM
To: Schwartz, Lynn <lschwartz@coralgables.com>
Subject: 827 Ortega Avenue

CAUTION: External email. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Hello, thank you for calling me yesterday about our property, we talked to our contractor and he is preparing the documents to request the demo permit to start cleaning up the property as soon as possible, is this going to be enough to start? I just want to make sure we are not put in court and giving citations. Could you let me know if to start this will be sufficient or there's anything else i have to do while our architect finish with the plans to apply for the building permit, please advise us, I will attach his information below:

AA Masters Mechanical

14308 SW►142 Ave, Miami, FL 33186

TELEPHONE 1: +1►305 244 0667

TELEPHONE 2: +1 786 413 7647

EMAIL: SALES@AAMASTERSMECHANICAL.COM

Thank you again for all your help is really appreciate it.

Sent from my iPhone

Goizueta, Virginia

From: Leonardo Mendes <logosenterprise@yahoo.com>
Sent: Thursday, March 25, 2021 11:36 AM
To: Goizueta, Virginia
Subject: Re: 827 Ortega Ave

CAUTION: External email. Do not click links or open attachments unless you recognize the sender and know the content is safe.

117 Beaumont Road, Silver Spring, MD 20904. Thank you so much.

Sent from my iPhone

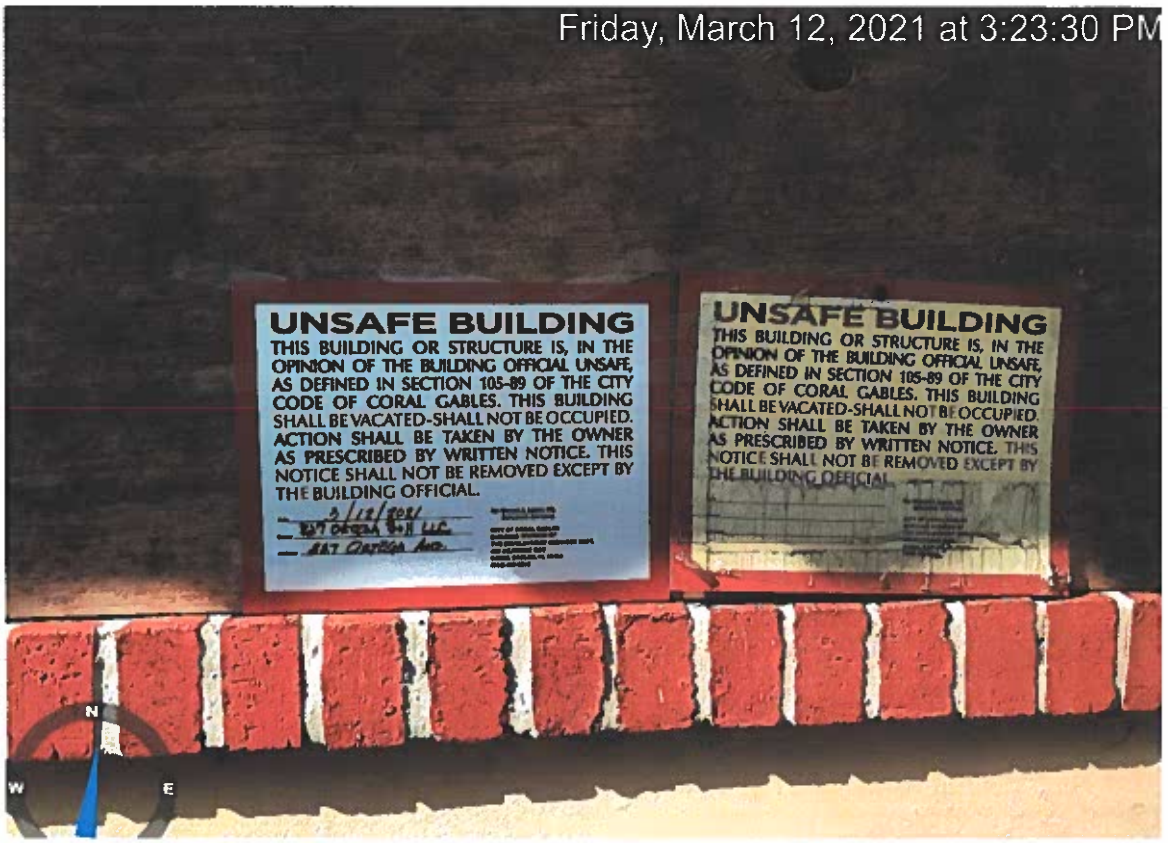
On Mar 25, 2021, at 10:43 AM, Goizueta, Virginia <vgoizueta@coralgables.com> wrote:

Good morning Mr. Mendes,

Please provide a mailing address for service of all notices from the City regarding this property.

Thank you

Virginia Goizueta
Building Service Coordinator
City of Coral Gables
Development Services Department
405 Biltmore Way, 3rd Floor
Coral Gables, Florida 33134
Office: 305-460-5250


Friday, March 12, 2021 at 3:23:30 PM
UNSAFE BUILDING
THIS BUILDING OR STRUCTURE IS, IN THE OPINION OF THE BUILDING OFFICIAL UNSAFE, AS DEFINED IN SECTION 105-89 OF THE CITY CODE OF CORAL GABLES. THIS BUILDING SHALL BE VACATED-SHALL NOT BE OCCUPIED. ACTION SHALL BE TAKEN BY THE OWNER AS PRESCRIBED BY WRITTEN NOTICE. THIS NOTICE SHALL NOT BE REMOVED EXCEPT BY THE BUILDING OFFICIAL.
3/12/2021
827 ORTEGA B+H LLC
827 ORTEGA AVE.
UNSAFE BUILDING
THIS BUILDING OR STRUCTURE IS, IN THE OPINION OF THE BUILDING OFFICIAL UNSAFE, AS DEFINED IN SECTION 105-89 OF THE CITY CODE OF CORAL GABLES. THIS BUILDING SHALL BE VACATED-SHALL NOT BE OCCUPIED. ACTION SHALL BE TAKEN BY THE OWNER AS PRESCRIBED BY WRITTEN NOTICE. THIS NOTICE SHALL NOT BE REMOVED EXCEPT BY THE BUILDING OFFICIAL.
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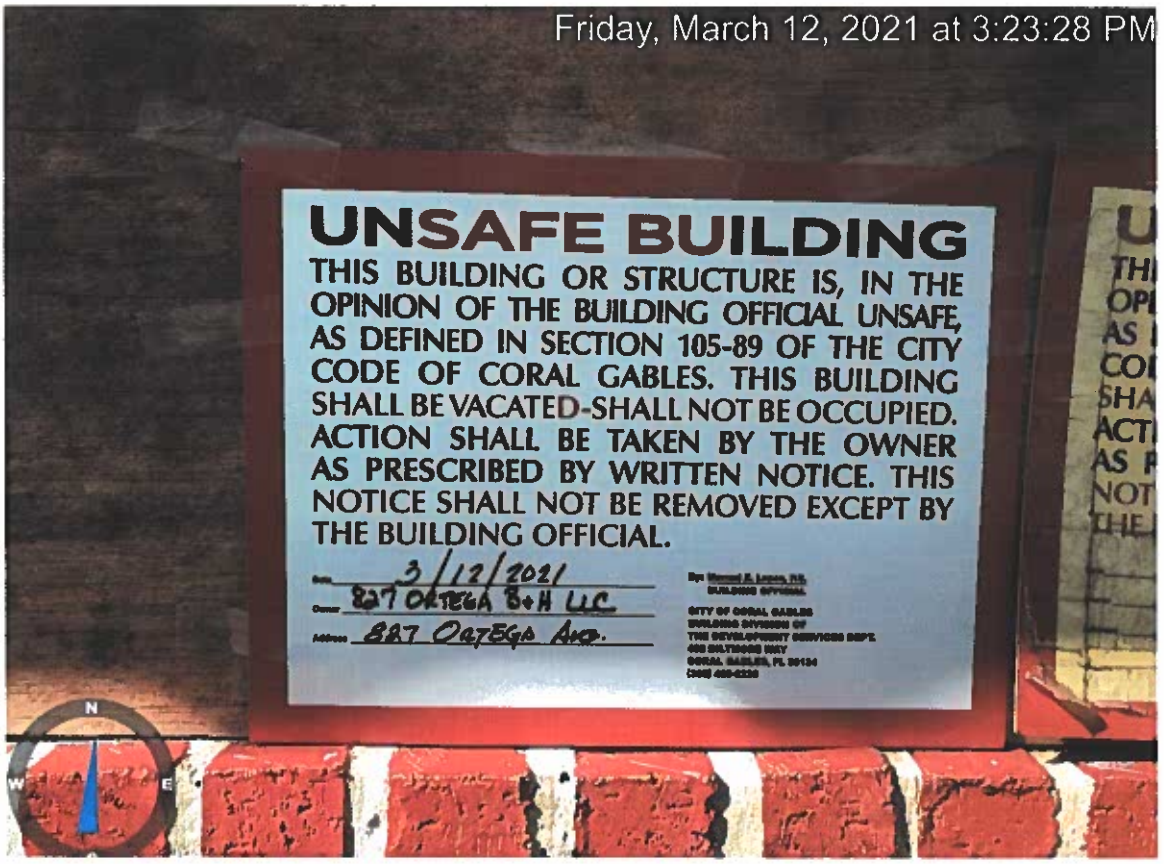
Friday, March 12, 2021 at 3:23:28 PM
UNSAFE BUILDING
THIS BUILDING OR STRUCTURE IS, IN THE OPINION OF THE BUILDING OFFICIAL UNSAFE, AS DEFINED IN SECTION 105-89 OF THE CITY CODE OF CORAL GABLES. THIS BUILDING SHALL BE VACATED-SHALL NOT BE OCCUPIED. ACTION SHALL BE TAKEN BY THE OWNER AS PRESCRIBED BY WRITTEN NOTICE. THIS NOTICE SHALL NOT BE REMOVED EXCEPT BY THE BUILDING OFFICIAL.
3/12/2021
827 ORTEGA B+H LLC
827 ORTEGA AVE.
N
W
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Friday, March 12, 2021 at 3:24:32 PM
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Friday, March 12, 2021 at 3:23:40 PM
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Friday, March 12, 2021 at 3:23:37 PM
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Friday, March 12, 2021 at 3:24:01 PM
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Friday, March 12, 2021 at 3:23:49 PM
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Friday, March 12, 2021 at 3:23:58 PM
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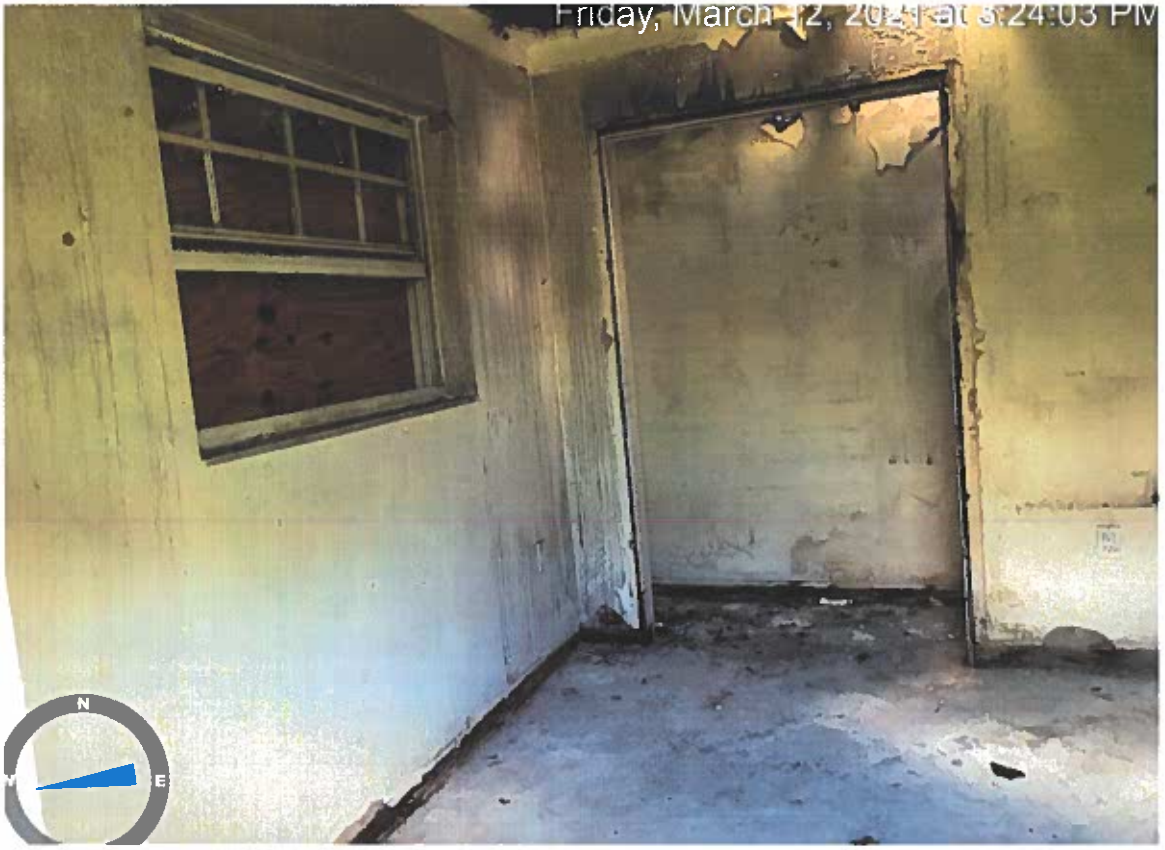
Friday, March 12, 2021 at 3:24:03 PM
N
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Friday, March 12, 2021 at 3:24:01 PM
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Friday, March 12, 2021 at 3:24:21 PM
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Friday, March 12, 2021 at 3:24:16 PM
N
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Friday, March 12, 2021 at 3:24:23 PM
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BEFORE THE CONSTRUCTION REGULATION BOARD
FOR THE CITY OF CORAL GABLES

CITY OF CORAL GABLES,
Petitioner,

Case No. 21-2241

vs.

Logos Homes, Inc a/k/a Logo Homes Inc.
c/o Leonardo Mendes
Registered Agent
117 Beaumont Rd
Silver Spring, MD 20904-1216

Return receipt number:

7020 3160 0001 1021 9564

Respondent.

NOTICE OF UNSAFE STRUCTURE VIOLATION FOR A SUBSTANTIALLY DAMAGED STRUCTURE AND NOTICE OF HEARING

Date: March 29, 2021

Re: 827 Ortega Ave, Coral Gables. Florida 33134-3615, legally described as Lot 18, Block 6, REVISED PLAT CORAL GABLES GRANADA SECTION, according to the plat thereof as recorded in Plat Book 8, Page 113, of the Public Records of Miami-Dade County and bearing folio number: 03-4107-018-1061 ("Property").

The City of Coral Gables ("City") Building Official has inspected the Property and the records relating to the Structure, in accordance with Article III, Chapter 105 of the City Code, pertaining to unsafe structures. **The Structure is hereby declared unsafe** by the Building Official, pursuant to Section 105-89(1) because it has been substantially damaged by a fire that occurred on May 3, 2019. The fire caused smoke damage and structural damage to the single-family home ("Structure"), on the Property, including, but not limited to, damage to the rafters which caused sections of the roof to collapse. In addition, the structure is presumed unsafe pursuant to Section 105-89(10)(c) of the City Code, because it has been partially destroyed by fire. Although the Building Official declared the Structure unsafe on June 26, 2019, the Respondent, who is the owner of the Property ("Owner") has not applied for or obtained permits for demolition of the Structure. While there are pending applications for repair of the Structure, the owner has not obtained any permits for repair. Moreover, because the costs of repairing, restoring, or replacing the structure in order to bring it into compliance with the City Code exceed 50 percent of its value, pursuant to Section 105-91 of the City Code, the City shall not issue a building permit for the repair or

restoration of the Structure. Instead, the owner must demolish the Structure. ("Required Action")

Therefore, this matter is set for a hybrid hearing before the City's Construction Regulation Board ("Board") on [ENTER DATE OF BOARD HEARING], at 2:00 p.m.

The Construction Regulation Board Meeting will be holding a regular board meeting on Monday, April 12, 2021, commencing at 2:00 p.m. Only the Board Members and required City Staff will be physically present in the Commission Chambers at Coral Gables City Hall. Members of the public may join the meeting via Zoom at https://zoom.us/j/92859826458. In addition, a dedicated phone line will be available so that any individual who does not wish (or is unable) to use Zoom may listen to and participate in the meeting by dialing: 305-461-6769 Meeting ID: 928 5982 6458. Any person wishing to provide testimony must be sworn in and appear by video conference. An individual who wishes to testify but does not have video conference capabilities, may provide testimony by using a dedicated station for video conferencing located in the City Hall courtyard. PLEASE NOTE THAT ALL PERSONS MUST WEAR A FACIAL COVERING/MASK EXCEPT WHEN PROVIDING TESTIMONY AND ALL PERSONS MUST MAINTAIN 6 FEET BETWEEN EACH OTHER. To speak on an Agenda Item, please "Raise your Hand" or send a message to one of the meeting hosts using the Zoom Platform. If you joined the meeting via telephone you can "Raise your Hand" by pressing *9.

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

HEARING:

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

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

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

RULES OF PROCEDURE:

1. A quorum of the members of the CRB must be present in the room. The remaining members of the CRB may appear via Zoom and may vote and participate as they would if they were present in person.
2. The City Attorney and Building Division Staff may appear in person or via Zoom.

3. Witnesses, property owners/representatives, members of the public and other participations shall appear virtually.
4. Upon commencement of the hearing, the Chair of the CRB shall provide an explanation of the hearing procedures.
5. The Chair shall proceed to call the cases listed by the agenda.
6. Once each case is called, those who will be testifying during the hearing shall be sworn in. All persons testifying must appear by video conference as required by the rules of procedure adopted by Resolution No. 2020-90.
7. Each case before the CRB shall be prosecuted by the Building Official or his or her designee.
8. The hearing need not be conducted in accordance with the formal rules relating to evidence and witnesses, but fundamental due process shall be observed and shall govern the proceedings. Any relevant evidence shall be admitted if the Chair finds it competent and reliable, regardless of the existence of any common law or statutory rule to the contrary. Hearsay evidence may be accepted for the purpose of supplementing or explaining any direct evidence, but such hearsay evidence shall not in and of itself be considered sufficient to support a finding or decision unless the evidence would be admissible over objections in a civil action.
9. IF YOU WISH TO INTRODUCE EXHIBITS AS EVIDENCE, YOU MUST PROVIDE THE CITY WITH A COPY OF THOSE EXHIBITS AT LEAST 5 DAYS PRIOR TO THE HEARING. PLEASE EMAIL YOUR EXHIBITS TO vgoizueta@coralgables.com AND INCLUDE THE PROPERTY ADDRESS AND CASE NUMBER IN YOUR EMAIL.
    a. A list of all proposed exhibits and a copy of the proposed exhibits shall be provided in a format that is easily viewable on the Zoom platform. All exhibits shall be clearly labeled to allow for efficient retrieval and display on the Zoom platform during the hearing.
10. Each party shall have the right to call and examine witnesses; to introduce exhibits; to cross examine opposing witnesses on any matter relevant to the issues, even though that matter was not covered in the direct examination; to impeach any witnesses regardless of which party first called that witness to testify; and to offer rebuttal of the evidence.

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

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

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

If the Property owner or other interested party does not take all Required Action or prevail at the hearing, the Construction Regulation Board may impose fines not to exceed $500 for each day the violation continues past the date set for compliance and may also enter an order of demolition and assess all costs of the proceedings, in an amount not less than $600, and the costs of demolition and other required action, for which the City shall have a lien against the Property owner and the Property.

Please govern yourself accordingly.

Virginia Gonzueta
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, Telephone: 305-722-8686, TTY/TDD: 305-442-1600), at least three (3) business days before the meeting.

Any person with a disability requiring communication assistance (such as a sign language interpreter or other auxiliary aide or service) in order to attend or participate in the meeting should contact the City's ADA Coordinator, Raquel Elejabarrieta, Esq., Director of Labor Relations and

Risk Management (E-mail: relejabarrieta@coralgables.com, Telephone: 305-722-8686, TTY/TDD: 305-442-1600), at least three (3) business days before the meeting.

c: Logos Home, Inc a/k/a Logo Homes Inc. 827 Ortega Ave Coral Gables, FL 33134-3615; LendingOne, LLC 901 NW 51st St, Ste 150 Boca Raton, FL 33431-4472; LendingOne, LLC c/o Registered Agents Inc Registered Agent 7901 4th St N, Ste 300 St. Petersburg, FL 33702-4399; LendingOne c/o Registered Office Service Company 614 N. Dupont Hwy, Ste 210 Dover, DE 19901-3900

CITY OF CORAL GABLES
DEVELOPMENT SERVICES DEPARTMENT
Affidavit of Posting

Case #: 21-2241

Title of Document Posted: Construction Regulation Board, Notice of Unsafe Structure Violation For a Substantially Damaged Structure and Notice of Hearing

I, Jose Iglesias, DO HEREBY SWEAR/AFFIRM THAT THE AFOREMENTIONED NOTICE WAS PERSONALLY POSTED, BY ME, AT THE ADDRESS OF 827 Ortega, ON 03/30/21 AT 10:10 AM. AND WAS ALSO POSTED AT CITY HALL.

Jose Iglesias
Employee's Printed Name

Employee's Signature

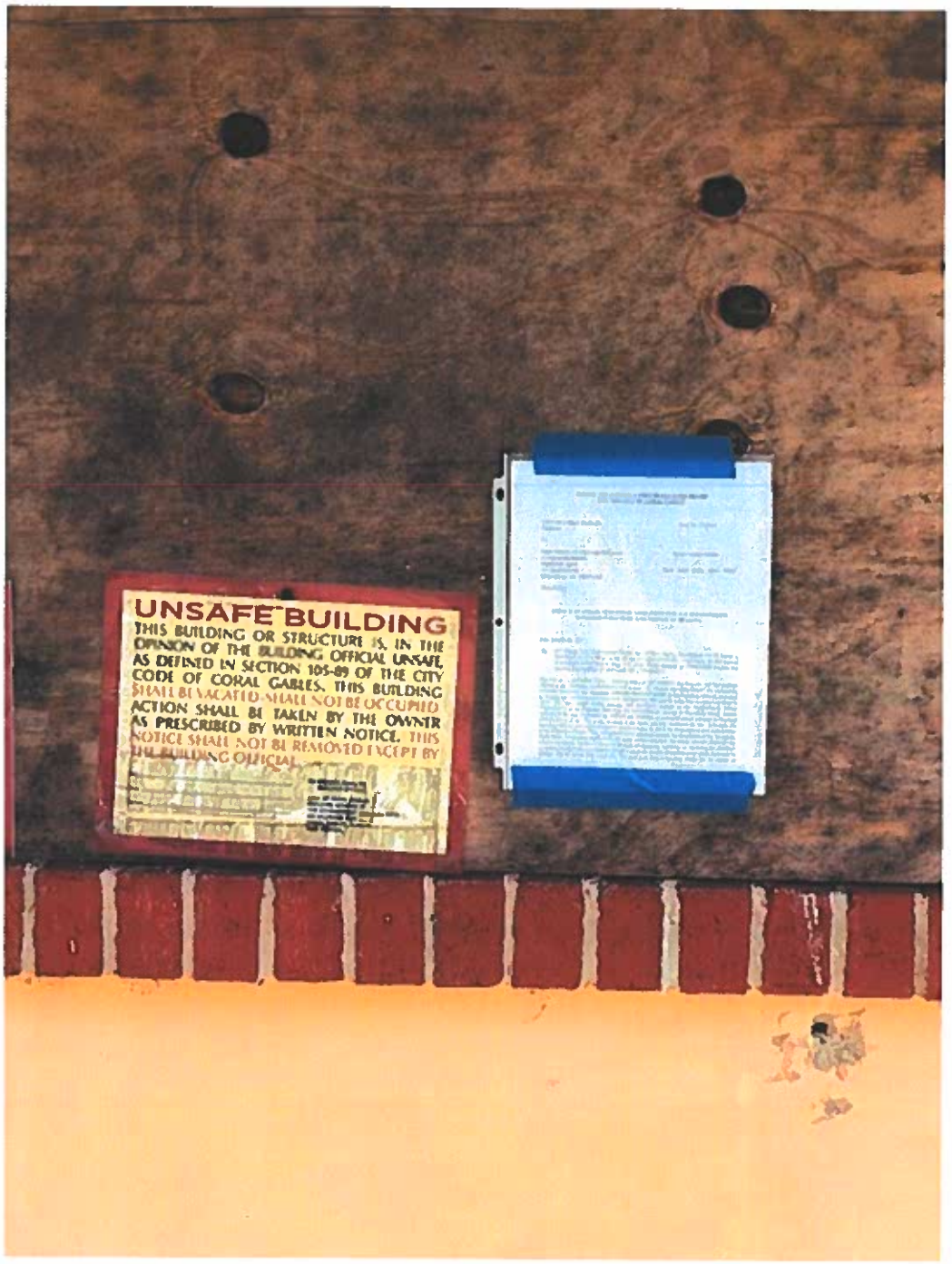
STATE OF FLORIDA)
ss.
COUNTY OF MIAMI-DADE)

Sworn to (or affirmed) and subscribed before me by means of X physical presence or __ online notarization, this 30 day of March, in the year 2021, by Jose Iglesias who is personally known to me.

My Commission Expires:

VIRGINIA GOIZUETA
MY COMMISSION # GG 180872
EXPIRES: February 25, 2022
Bonded Thru Notary Public Underwriters

Notary Public


UNSAFE BUILDING
THIS BUILDING OR STRUCTURE IS, IN THE
OPINION OF THE BUILDING OFFICIAL UNSAFE,
AS DEFINED IN SECTION 105-89 OF THE CITY
CODE OF CORAL GABLES. THIS BUILDING
SHALL BE VACATED SHALL NOT BE OCCUPIED
ACTION SHALL BE TAKEN BY THE OWNER
AS PRESCRIBED BY WRITTEN NOTICE. THIS
NOTICE SHALL NOT BE REMOVED EXCEPT BY

Tuesday, March 30, 2021 at 1:51:29 PM
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S

Goizueta, Virginia

From: Leonardo Mendes <logosenterprise@yahoo.com>
Sent: Wednesday, April 7, 2021 3:25 PM
To: Goizueta, Virginia
Subject: Re: 827 Ortega Ave
Attachments: Loan #2100516 - Appraisal - 01_26_2021.pdf; Loan #2100516 - Feasibility Report - 02_16_2021.pdf

CAUTION: External email. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Hello, per our conversation please find attached the documents I would like to share with the board on the date of the hearing, also I will try to send a preliminary blueprint for the proposed second floor addition and changes to the existing layout. Thank you for your help.

Sent from my iPhone

On Mar 29, 2021, at 12:55 PM, Goizueta, Virginia <vgoizueta@coralgables.com> wrote:

Good morning,

Attached please find the Construction Regulation Board Notice for the property referenced above. Please visit the link below for lobbyists registration requirements. If lobbyists registration is required, please provide executed form by e-mail to me prior to the meeting.

https://www.coralgables.com/lobbyists-registration

Thank you

Virginia Goizueta
Building Service Coordinator
City of Coral Gables
Development Services Department
405 Biltmore Way, 3rd Floor
Coral Gables, Florida 33134
Office: 305-460-5250

<NOTICE OF HEARING-SIGNED.pdf>

This instrument prepared by and
after recording return to:
Virginia Goizueta
Secretary to the Construction
Regulation Board
Development Services Department
City of Coral Gables
405 Biltmore Way, 3rd Floor
Coral Gables, FL 33134-5717

BEFORE THE CONSTRUCTION REGULATION BOARD
FOR THE CITY OF CORAL GABLES

CITY OF CORAL GABLES,
Petitioner,

Case No. 21-2241

vs.

Logos Homes, Inc a/k/a Logo Homes Inc.
c/o Leonardo Mendes
Registered Agent
117 Beaumont Rd
Silver Spring, MD 20904-1216
Respondent.

NOTICE OF ORDER DECLARING STRUCTURE UNSAFE

This cause was brought before the Construction Regulation Board ("Board") of the City of Coral Gables ("City"), on April 12, 2021, on the Notice of Unsafe Structure Violation for Failure to Recertify and Notice of Hearing ("Notice"). The Board, having heard the arguments of the parties and having considered any evidence presented, hereby enters this Notice of Order Declaring Structure Unsafe ("Order") and finds, concludes, and orders as follows:

Findings of Fact

1. The City properly served all required notices on the owner, Logos Homes, Inc a/k/a Logo Homes Inc., and any lienholders of record for the structure located on the property at 827 Ortega Ave, Coral Gables. Florida 33134-3615 the "Structure"), and having folio number 03-4107-018-1061 and legally described as Lot 18, Block 6, REVISED PLAT CORAL GABLES GRANADA SECTION, according to the plat thereof as recorded in Plat Book 8, Page 113.

2. The Structure was declared unsafe by the Building Official, pursuant to Section 105-89(1) of the City Code, and is unsafe because it has been substantially damaged by a fire that occurred on May 3, 2019. The fire caused smoke damage and structural damage to the single-family home ("Structure"), on the Property, including, but not limited to, damage to the rafters which caused sections of the roof to collapse. In addition, the structure is presumed unsafe pursuant to Section 105-89(10)(c) of the City Code, because it has been partially destroyed by fire.

3. Although the Building Official declared the Structure unsafe on June 26, 2019, the Respondent, who is the owner of the Property ("Owner") has not applied for or obtained permits for demolition of the Structure. While there are pending applications for repair of the Structure, the owner has not obtained any permits for repair. Moreover, because the costs of repairing, restoring, or replacing the structure in order to bring it into compliance with the City Code exceed 50 percent of its value, pursuant to Section 105-91 of the City Code, the City shall not issue a building permit for the repair or restoration of the Structure. Instead, the Owner must demolish the Structure. ("Required Action")

Order

4. It is, therefore, ORDERED: The Owner shall take the Required Action as follows:

A. Secure and maintain the property, apply for an interior demolition permit including removal of the caved-in roof, install temporary fence (with required permit), and submit permit application for new structure within thirty (30) days from the Construction Regulation Board Meeting of April 12, 2021.

B. Provide an update at the Construction Regulation Board Meeting of May 10, 2021.

4. Request for compliance inspection. It is the responsibility of the Owner to request an inspection of City records and of the Property, as applicable, to determine compliance with this Order and to notify the City of any compliance action taken.

5. Payment of costs, fines, and demolition by City. The Owner shall pay, within 7 days of the date of this Order, the City's administrative costs to date of $600, in addition to the costs of recording this Order. If the Owner does not comply with any of the applicable deadlines above, the Building Official may immediately and without further order from this Board, 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 and the City may demolish the Structure. The City may sell as salvage or require the demolition contractor to dispose of the contents of the Structure. In addition, the Owner shall pay a fine of $250 for each day the violation continues past the date set for compliance, for which the City shall have a lien against the Owner and the Property. The Board may also enter an order of demolition and assess all costs of the proceedings and demolition and other required action for which the City shall have a lien against the Owner and the Property. Until the Structure is recertified in compliance the terms of this Order, the City shall not issue any further development approvals for the Property, including, but not limited to, building permits, unless the development approval is required to comply with the terms of this Order.

6. Lien for costs and notice to subsequent purchasers. The City shall have a special assessment lien for its administrative costs, the costs of corrective action, and any fines imposed by the Board, including but not limited to, securing the Structure and demolition ("Costs"), against the real and personal property of the Owner, including the Property. The lien for Costs shall have equal dignity with a lien for taxes. In order to have this lien, the City shall record this Order and an affidavit for any additional Costs, as applicable. Once recorded in the Public Records of Miami-Dade County, Florida, a copy of this Order shall constitute notice to any subsequent purchasers, successors in interest, or assigns, and the findings herein shall be binding upon the Owner and any subsequent purchasers, successors in interest or assigns.

7. City's remedies are cumulative. This Order notwithstanding, the City may enforce its code by any other lawful means.

8. NOTICE: If the Respondent does not comply with the terms of this Order, the City may issue a Notice of Non-Compliance ("Notice"). The Respondent may request an administrative hearing that shall be strictly limited to determining whether the Respondent complied with the terms of this Order. Requests for a hearing must be made in writing to Virginia Goizueta, Secretary to the Board, at City of Coral Gables, Development Services Department, 405 Biltmore Way, 3rd Floor, Coral Gables, FL 33134-5717, vgoizueta@coralgables.com, tel: (305) 460-5250. The Development Services Department's hours are Monday through Friday, 7:30 a.m. to 2:30 p.m. Failure to request an administrative hearing within twenty (20) days after service of the Notice shall constitute a waiver of the Respondent's right to the hearing. The Respondent shall be liable for the reasonable costs of the administrative hearing if the Respondent does not prevail at the hearing.

DONE AND ORDERED at the City of Coral Gables, Miami-Dade County, Florida, on this 19 day of April, 2021.

CONSTRUCTION REGULATION BOARD
OF THE CITY OF CORAL GABLES

Virginia Goizueta
Secretary to the Board

Notice of Deadline to Appeal

PURSUANT TO SECTION 105-95(6) OF THE CITY CODE, AN APPEAL OF THIS ORDER MAY BE FILED IN THE CIRCUIT COURT IN MIAMI-DADE COUNTY, FLORIDA, WITHIN THIRTY (30) DAYS OF THE FILING OF THIS ORDER.

c: Logos Home, Inc a/k/a Logo Homes Inc. 827 Ortega Ave Coral Gables, FL 33134-3615; LendingOne, LLC 901 NW 51st St, Ste 150 Boca Raton, FL 33431-4472; LendingOne, LLC c/o Registered Agents Inc Registered Agent 7901 4th St N, Ste 300 St. Petersburg, FL 33702-4399; LendingOne c/o Registered Office Service Company 614 N. Dupont Hwy, Ste 210 Dover, DE 19901-3900

BEFORE THE CONSTRUCTION REGULATION BOARD
FOR THE CITY OF CORAL GABLES

CITY OF CORAL GABLES,
Petitioner,

Case No. 21-2241

vs.

Logos Homes, Inc a/k/a Logo Homes Inc.
c/o Leonardo Mendes
Registered Agent
117 Beaumont Rd
Silver Spring, MD 20904-1216

Return receipt number:

7020 3160 0001 1021 7560

Respondent.

NOTICE OF UNSAFE STRUCTURE VIOLATION FOR A SUBSTANTIALLY DAMAGED STRUCTURE AND NOTICE OF HEARING

Date: April 26, 2021

Re: 827 Ortega Ave, Coral Gables. Florida 33134-3615, legally described as Lot 18, Block 6, REVISED PLAT CORAL GABLES GRANADA SECTION, according to the plat thereof as recorded in Plat Book 8, Page 113, of the Public Records of Miami-Dade County and bearing folio number: 03-4107-018-1061 ("Property").

The City of Coral Gables ("City") Building Official has inspected the Property and the records relating to the Structure, in accordance with Article III, Chapter 105 of the City Code, pertaining to unsafe structures. **The Structure is hereby declared unsafe** by the Building Official, pursuant to Section 105-89(1) because it has been substantially damaged by a fire that occurred on May 3, 2019. The fire caused smoke damage and structural damage to the single-family home ("Structure"), on the Property, including, but not limited to, damage to the rafters which caused sections of the roof to collapse. In addition, the structure is presumed unsafe pursuant to Section 105-89(10)(c) of the City Code, because it has been partially destroyed by fire. Although the Building Official declared the Structure unsafe on June 26, 2019, the Respondent, who is the owner of the Property ("Owner") has not applied for or obtained permits for demolition of the Structure. While there are pending applications for repair of the Structure, the owner has not obtained any permits for repair. Moreover, because the costs of repairing, restoring, or replacing the structure in order to bring it into compliance with the City Code exceed 50 percent of its value, pursuant to Section 105-91 of the City Code, the City shall not issue a building permit for the repair or restoration of the Structure. Instead, the owner must demolish the Structure. ("Required Action")

CITY'S
EXHIBIT 6

Therefore, this matter is set for a hybrid hearing before the City's Construction Regulation Board ("Board") on May 10, 2021, at 2:00 p.m.

The Construction Regulation Board Meeting will be holding a regular board meeting on Monday, May 10, 2021, commencing at 2:00 p.m. Only the Board Members and required City Staff will be physically present in the Commission Chambers at Coral Gables City Hall. Members of the public may join the meeting via Zoom at https://zoom.us/j/92859826458. In addition, a dedicated phone line will be available so that any individual who does not wish (or is unable) to use Zoom may listen to and participate in the meeting by dialing: 305-461-6769 Meeting ID: 928 5982 6458. Any person wishing to provide testimony must be sworn in and appear by video conference. An individual who wishes to testify but does not have video conference capabilities, may provide testimony by using a dedicated station for video conferencing located in the City Hall courtyard. PLEASE NOTE THAT ALL PERSONS MUST WEAR A FACIAL COVERING/MASK EXCEPT WHEN PROVIDING TESTIMONY AND ALL PERSONS MUST MAINTAIN 6 FEET BETWEEN EACH OTHER. To speak on an Agenda Item, please "Raise your Hand" or send a message to one of the meeting hosts using the Zoom Platform. If you joined the meeting via telephone you can "Raise your Hand" by pressing *9.

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

HEARING:

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

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

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

RULES OF PROCEDURE:

1. A quorum of the members of the CRB must be present in the room. The remaining members of the CRB may appear via Zoom and may vote and participate as they would if they were present in person.
2. The City Attorney and Building Division Staff may appear in person or via Zoom.

3. Witnesses, property owners/representatives, members of the public and other participations shall appear virtually.
4. Upon commencement of the hearing, the Chair of the CRB shall provide an explanation of the hearing procedures.
5. The Chair shall proceed to call the cases listed by the agenda.
6. Once each case is called, those who will be testifying during the hearing shall be sworn in. All persons testifying must appear by video conference as required by the rules of procedure adopted by Resolution No. 2020-90.
7. Each case before the CRB shall be prosecuted by the Building Official or his or her designee.
8. The hearing need not be conducted in accordance with the formal rules relating to evidence and witnesses, but fundamental due process shall be observed and shall govern the proceedings. Any relevant evidence shall be admitted if the Chair finds it competent and reliable, regardless of the existence of any common law or statutory rule to the contrary. Hearsay evidence may be accepted for the purpose of supplementing or explaining any direct evidence, but such hearsay evidence shall not in and of itself be considered sufficient to support a finding or decision unless the evidence would be admissible over objections in a civil action.
9. IF YOU WISH TO INTRODUCE EXHIBITS AS EVIDENCE, YOU MUST PROVIDE THE CITY WITH A COPY OF THOSE EXHIBITS AT LEAST 5 DAYS PRIOR TO THE HEARING. PLEASE EMAIL YOUR EXHIBITS TO vgoizueta@coralgables.com AND INCLUDE THE PROPERTY ADDRESS AND CASE NUMBER IN YOUR EMAIL.
    a. A list of all proposed exhibits and a copy of the proposed exhibits shall be provided in a format that is easily viewable on the Zoom platform. All exhibits shall be clearly labeled to allow for efficient retrieval and display on the Zoom platform during the hearing.
10. Each party shall have the right to call and examine witnesses; to introduce exhibits; to cross examine opposing witnesses on any matter relevant to the issues, even though that matter was not covered in the direct examination; to impeach any witnesses regardless of which party first called that witness to testify; and to offer rebuttal of the evidence.

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

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

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

If the Property owner or other interested party does not take all Required Action or prevail at the hearing, the Construction Regulation Board may impose fines not to exceed $500 for each day the violation continues past the date set for compliance and may also enter an order of demolition and assess all costs of the proceedings, in an amount not less than $600, and the costs of demolition and other required action, for which the City shall have a lien against the Property owner and the Property.

Please govern yourself accordingly.

Virginia Goizueta
Secretary to the Board

ADA NOTICES

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

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

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

Any person with a disability requiring communication assistance (such as a sign language interpreter or other auxiliary aide or service) in order to attend or participate in the meeting should contact the City's ADA Coordinator, Raquel Elejabarrieta, Esq., Director of Labor Relations and

Risk Management (E-mail: relejabarrieta@coralgables.com, Telephone: 305-722-8686, TTY/TDD: 305-442-1600), at least three (3) business days before the meeting.

c: Logos Home, Inc a/k/a Logo Homes Inc. 827 Ortega Ave Coral Gables, FL 33134-3615; LendingOne, LLC 901 NW 51st St, Ste 150 Boca Raton, FL 33431-4472; LendingOne, LLC c/o Registered Agents Inc Registered Agent 7901 4th St N, Ste 300 St. Petersburg, FL 33702-4399; LendingOne c/o Registered Office Service Company 614 N. Dupont Hwy, Ste 210 Dover, DE 19901-3900

CITY OF CORAL GABLES
DEVELOPMENT SERVICES DEPARTMENT
Affidavit of Posting

Case #: 21-2241

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

I, EDUARDO MARTIN, DO HEREBY SWEAR/AFFIRM THAT THE AFOREMENTIONED NOTICE WAS PERSONALLY POSTED, BY ME, AT THE ADDRESS OF 827 ORTEGA AVE, ON APRIL 26, 2021 AT 9:15 A.M. AND WAS ALSO POSTED AT CITY HALL.

EDUARDO MARTIN
Employee's Printed Name

Employee's Signature

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

Sworn to (or affirmed) and subscribed before me by means of x physical presence or __ online notarization, this 26 day of April , in the year 2021, by EDUARDO MARTIN who is personally known to me.

My Commission Expires:

VIRGINIA GOIZUETA
MY COMMISSION # GG 180872
EXPIRES: February 25, 2022
Bonded Thru Notary Public Underwriters

Notary Public

CITY'S
EXHIBIT 7

CITY'S

EXHIBIT 8

CFN: 20210151849 BOOK 32375 PAGE 3710
DATE:03/02/2021 08:11:52 AM
DEED DOC 2,640.00
HARVEY RUVIN, CLERK OF COURT, MIA-DADE CTY

This Instrument Prepared: Law Offices of Florido & Associates, P.A
Reinaldo Valdes
7950 Northwest 155th Street, Suite #203
Miami Lakes, Florida 33016-5819

Return to: Fiorella Lasa PA
2525 Ponce de Leon Blvd., Suite 300
Coral Gables, FL 33134

Tax ID No: 03-4107-018-1061

_____{Space Above This Line for Recording Data}_____

WARRANTY DEED (STATUTORY FORM- SECTION 689.02 F.S.)

This indenture made this _____ day of **February 2021**, BETWEEN **827 Ortega B&H, LLC, a Florida limited liability company**, whose post office address is **2120 QUAIL ROOST DR, WESTON, FL 33327** in the County of BROWARD, State of FLORIDA, grantors, and **Logo Homes, Inc., a Florida corporation** whose post address is: whose post address is , grantees.

WITNESSETH, That said Grantors, for and in consideration of the sum of Ten and 00/100's ($10.00) Dollars and other good and valuable considerations to said grantor in hand paid by said grantee, the receipt whereof is hereby acknowledged, has granted, bargained and sold to the grantee and grantee's heirs and assigns forever the following described land situate, lying in Miami-Dade County, Florida, to-wit:

Lot 18, Block 6, Revised Plat Coral Gables Granada Section, according to the plat thereof as recorded in Plat Book 8, Page 113, Public Records of Miami-Dade County, Florida.

Parcel Identification Number: 03-4107-018-1061

Together with all improvements, tenements, hereditaments and appurtenances belonging or in any way appertaining to such real property.

Subject to Real Estate taxes for the year 2021 and thereafter.

Subject to Easements, Dedications, Limitations, etc. of record, and zoning ordinances, without, however, re-imposing the same.

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

Subject property is not a homestead property.

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

CITY'S EXHIBIT 9

IN WITNESS WHEREOF, Grantors have hereunto set grantors' hands and seal the day and year first above written.

Signed, sealed and delivered in our presence:

Witness Signature

Elias Ucles

Printed Name

Witness Signature

LACSON

Printed Name

Grantor Signature:

Natalia Blandon, as managing member of 827 Ortega B&H, LLC, a Florida limited liability company

STATE OF FLORIDA)
) SS
COUNTY OF)

I HEREBY CERTIFY that on this day before me, an officer duly qualified to take acknowledgements, appeared by means of ☑ physical presence or ☐ online notarization, **Natalia Blandon, as managing member of 827 Ortega B&H, LLC, a Florida limited liability company**, who has produced a FL DL as identification and who did take and oath to me known to be the persons described in and who executed the foregoing instrument and acknowledged before me that she executed the same.

WITNESS my hand and official seal in the County and State has aforesaid this 10 day of **February 2021**.

My Commission Expires: 01/23/2022

Notary Public, State of Florida
(print name) Andres Gamarra

ANDRES GAMARRA
NOTARY
My Comm. Expires
January 23, 2022
No. GG 178138
PUBLIC
STATE OF FLORIDA

LOGOS HOMES,INC: D18818906

Notice

The deadline to file Annual Report/Personal Property Tax Return Filings is April 15th. Please do not wait until the last minute.

Please be aware of an **ongoing scam** in which newly registered businesses are being instructed to send additional payment in order to obtain a Certificate of Status. Any 3rd party solicitation from a company attempting to represent the 'Maryland Secretary of State' via mail or email should be fully vetted before submitting additional payment information.

Department ID Number:	D18818906
Business Name:	LOGOS HOMES,INC
Principal Office:	117 BEAUMONT ROAD SILVER SPRING MD 20904
Resident Agent:	LEONARDO MENDES 117 BEAUMONT ROAD SILVER SPRING MD 20904
Status:	INCORPORATED
Good Standing:	THIS BUSINESS IS IN GOOD STANDING
Business Type:	CORPORATION
Business Code:	03 ORDINARY BUSINESS - STOCK
Date of Formation/ Registration:	05/15/2018
State of Formation:	MD
Stock Status:	STOCK
Close Status:	NO

CFN: 20210151850 BOOK 32375 PAGE 3712
DATE:03/02/2021 08:11:52 AM
MTG DOC 1,802.50
INTANGIBLE 1,030.00
HARVEY RUVIN, CLERK OF COURT, MIA-DADE CTY

PREPARED BY, AND AFTER RECORDING RETURN TO:

Joshua A. Marcus, Esq.
LendingOne, LLC
c/o Sourcepoint, Inc.
Attn: Team2
2330 Commerce Pk. Dr. NE, STE 2
Palm Bay, FL 32905

Parcel No. 03-4107-018-1061

Space Above for Recorder's Use

OPEN-END COMMERCIAL MORTGAGE, SECURITY AGREEMENT AND FIXTURE FILING

This OPEN-END COMMERCIAL MORTGAGE, SECURITY AGREEMENT AND FIXTURE FILING ("Mortgage") is entered into as of **February 17, 2021**, and KNOW ALL MEN BY THESE PRESENTS **Logos Homes, Inc., a Maryland corporation,** having an address of **117 Beaumont Road, Silver Spring, MD 20904** ("Mortgagor"), for the consideration of up to **FIVE HUNDRED FIFTEEN THOUSAND DOLLARS ($515,000.00)** and other good and valuable consideration, received to its full satisfaction from LendingOne, LLC, a Delaware Limited Liability Company, having its principal place of business at 901 Yamato Road, Suite 150, Boca Raton, FL 33431 ("Mortgagee") does hereby give, grant, bargain, sell and confirm unto the said Mortgagee, its successors and assigns forever, the following:

(A) All right, title and interest in and to those premises more commonly known as **827 Ortega Avenue, Coral Gables, FL 33134**, which is more particularly described in Schedule A (the "Premises"), which is attached hereto and made a part hereof;

(B) TOGETHER WITH (1) all buildings, structures and improvements of every nature whatsoever now or hereafter situated on the Premises, and (2) all building materials, supplies and other property stored at or delivered to the Premises or any other location for incorporation into the improvements located or to be located on the Premises, and all fixtures, machinery, appliances, equipment, furniture and personal property of every nature whatsoever now or hereafter owned by the Mortgagor and located in or on, or attached to, and used or intended to be used in connection with, or with the operation of, or the

occupancy of, the Premises, buildings, structures or other improvements, or in connection with any construction being conducted or which may be conducted thereon, and owned by Mortgagor, and all extensions, additions, improvements, betterments, renewals, substitutions and replacements to any of the foregoing, and all of the right, title and interest of Mortgagor in and to such personal property which, to the fullest extent permitted by law, shall be conclusively deemed fixtures and a part of the real property encumbered hereby (the "Improvements");

(C) TOGETHER WITH (1) all estate, right, title and interest of Mortgagor, of whatever character, whether now owned or hereafter acquired, in and to (a) all streets, roads and public places, open or proposed, in front of or adjoining the Premises, and the land lying in the bed of such streets, roads and public places, and (b) all other sidewalks, alleys, ways, passages, strips and gores of land adjoining or used or intended to be used in connection with any of the property described in paragraphs (A) and (B) hereof, or any part thereof, and (2) all water courses, water rights, easements, rights-of-way and rights of use or passage, public or private, and all estates, interest, benefits, powers, rights (including, without limitation, any and all lateral support, drainage, slope, sewer, water, air, mineral, oil, gas and subsurface rights), privileges, licenses, profits, rents, royalties, tenements, hereditaments, reversions and subreversions, remainders and subremainders and appurtenances whatsoever in any way belonging, relating or appertaining to any of the property described in paragraphs (A) and (B) hereof, or any part thereof, or which hereafter shall in any way belong, relate or be appurtenant thereto, whether now owned or hereafter acquired by the Mortgagor; and

(D) TOGETHER WITH (a) all estate, right, title and interest of Mortgagor of, in and to all judgments, insurance proceeds, awards of damages and settlements hereafter made resulting from condemnation proceedings or the taking of the property described in paragraphs (A), (B) and (C) hereof or any part thereof under the power of eminent domain, or for any damage (whether caused by such taking or otherwise) to the property described in paragraphs (A), (B) or (C) hereof or any part thereof, or to any rights appurtenant thereto, and all proceeds of any sales or other dispositions of the property described in paragraphs (A), (B) or (C) hereof, or any part thereof; and Mortgagee is hereby authorized to collect and receive said awards and proceeds and to give proper receipts and acquaintances therefor, and (if it so elects) to apply the same, after deducting therefrom any expenses incurred by Mortgagee in the collection and handling thereof, toward the payment of the indebtedness and other sums secured hereby, notwithstanding the fact that the amount owing thereon may not then be due and payable; and (b) all contract rights, general intangibles, governmental permits, licenses and approvals, actions and rights in action, including without limitation all rights to insurance proceeds and unearned premiums, arising from or relating to the property described in paragraphs (A), (B) and (C) above; and (c) all proceeds, products, replacements additions, substitutions, renewals and accessions of and to the property described in paragraphs (A), (B) and (C).

All of the property described in paragraphs (A), (B), (C) and (D) above, and each item of property therein described, is herein referred to as the "Mortgaged Property."

TO HAVE AND TO HOLD the above granted and bargained Premises, with the appurtenances thereof, unto it, the said Mortgagee, its successors and assigns forever, to it and their own proper use and behoof. And also, the said Mortgagor does for itself, its successors and assigns, covenant with the said Mortgagee, its successors and assigns, that at and until the ensealing of these presents, they are well seized of the Premises as a good indefeasible estate in FEE SIMPLE; and have good right to bargain and sell the same in manner and form as is above written; and that the same is free and clear of all encumbrances whatsoever.

AND FURTHERMORE, Mortgagor does by these presents bind itself, its legal representatives and its successors and assigns forever to WARRANT AND DEFEND the above granted and bargained Mortgaged Property to Mortgagee, its successors and assigns, against all claims and demands whatsoever.

THE CONDITION OF THIS MORTGAGE IS SUCH THAT:

WHEREAS, Mortgagor is indebted to Mortgagee by virtue of a commercial loan transaction (the "Loan") in the sum of **FIVE HUNDRED FIFTEEN THOUSAND DOLLARS ($515,000.00)** as evidenced by that certain Commercial Promissory Note in the principal amount of up to **FIVE HUNDRED FIFTEEN THOUSAND DOLLARS ($515,000.00)** (as same may be amended, restated, or modified from time to time, the "Note") dated as of the date of this Mortgage executed by Mortgagor and delivered to Mortgagee, with all amounts remaining unpaid thereon being finally due and payable on **March 1, 2022** (the "Maturity Date");

WHEREAS, the terms and repayment of such obligations of Mortgagor are set forth in the Note;

WHEREAS, to secure payment and performance of the indebtedness and obligations represented by the Note, Mortgagor is hereby executing this Mortgage in favor of the Mortgagee;

WHEREAS, Mortgagor represents and warrants that it has full power and authority to execute and deliver the Note, this Mortgage, and all other documents, agreements and instruments required of it by Mortgagee in connection with the making of the Loan (the Note, this Mortgage, and all such other documents, agreements and instruments executed and delivered by Mortgagor in connection with the Loan being sometimes collectively referred to herein as the "Loan Documents").

NOW, THEREFORE, Mortgagor hereby covenants and agrees with Mortgagee as follows:

ARTICLE 1. COVENANTS OF THE MORTGAGOR

1.1 Performances of Loan Documents.

Mortgagor shall cause to be performed, observed and complied with all provisions hereof, of the Note and each of the Loan Documents, and will promptly pay to Mortgagee the principal, with interest thereon, and all other sums required to be paid by Mortgagor under the Note and pursuant to the provisions of this Mortgage and of the Loan Documents when payment shall become due (the entire principal amount of the Note, all accrued interest thereon and all obligations and indebtedness thereunder and hereunder and under all of the Loan Documents described being referred to herein as the "Indebtedness"). This Mortgage also encumbers all obligations with respect to all future advances and other obligations that Mortgagor may agree to pay and or perform (whether as principal, surety or guarantor) for the benefit of Mortgagee, its agents, successors and/or assigns, when such future advance or obligation is evidenced by a writing which recites that it is secured by this Mortgage.

1.2 General Representation, Covenants and Warranties.

Mortgagor represents and covenants the following:

1.2.1 Mortgagor is now able to meet its debts as they mature, the fair market value of its assets exceeds its liabilities and no bankruptcy or insolvency case or proceeding is pending or contemplated by or against the Mortgagor;

1.2.2 All reports, statements and other data furnished by Mortgagor to Mortgagee in connection with the Loan are true, correct and complete in all material respects and do not omit to state any fact of circumstance necessary to make the statements contained therein not misleading;

1.2.3 This Mortgage, the Note and all other Loan Documents are legal, valid and binding obligations of Mortgagor enforceable in accordance with their respective terms and the execution and delivery thereof do not contravene any contract or agreement to which Mortgagor is a party or by which Mortgagor may be bound and do not contravene any law, order, decree, rule or regulation to which Mortgagor is subject;

1.2.4 There are no actions, suits or proceedings pending, or to the knowledge of Mortgagor threatened, against or affecting Mortgagor or any part of the Mortgaged Property;

1.2.5 All costs arising from construction of any improvements and the purchase of all equipment located on the Mortgaged Property that have been incurred prior to the date of this Mortgage have been paid;

1.2.6 The Mortgaged Property has frontage on, and direct access for, ingress and egress to the street(s) described in any survey submitted to Mortgagee;

1.2.7 Electric, sewer, water facilities and any other necessary utilities are, or will be, available in sufficient capacity to service the Mortgaged Property satisfactorily during the term of the Note, and any easements necessary to the furnishing of such utility service by Mortgagor have been or will be obtained and duly recorded (evidence satisfactory to Mortgagee that all utility services required for the use, occupancy and operations of the Mortgaged Property shall be provided to Mortgagee immediately upon Mortgagee's request);

1.2.8 There has not been, is not presently and will not in the future be any activity conducted by Mortgagor or any tenant at or upon any part of the Mortgaged Property that has given or will give rise to the imposition of a lien on any part of the Mortgaged Property;

1.2.9 Mortgagor is not in default under the terms of any instrument evidencing or securing any indebtedness of Mortgagor, and there has occurred no event which would, if uncured or uncorrected, constitute a default under any such instrument with the giving of notice, or the passage of time or both; and

1.2.10 Mortgagee has legal capacity to enter into the Loan and to execute and deliver the Loan Documents, and the Loan Documents have been duly and properly executed on behalf of Mortgagor.

1.3 Compliance with Laws; Permits; Notice.

Mortgagor covenants and warrants that the Mortgaged Property presently complies with and shall continue to comply with all applicable restrictive covenants, applicable zoning, wetlands and subdivision ordinances and building codes, all applicable health and environmental laws and regulations and all other applicable laws, statutes, rules, ordinances, codes, and regulations, and Mortgagor has not received any notice that Mortgaged Property is not in compliance with any such laws, statutes, rules, ordinances, codes and regulations. If Mortgagor receives notice from any federal, state or other governmental body that it is not in compliance with any such laws, statutes, rules, ordinances, codes and regulations, Mortgagor shall provide Mortgagee with a copy of such notice promptly. Mortgagor agrees to comply with all federal, state and municipal local laws, statutes, rules, ordinances, codes and regulations in connection with the construction and development of the Mortgaged Property. Mortgagor has or will obtain all licenses, permits, authorizations, consents and approvals necessary for the construction and development of the Mortgaged Property, and, to the extent the foregoing have been received, all such licenses, permits, authorizations, consents and approvals are in full force and effect and all appeal periods have expired. Unless required by applicable law or unless Mortgagee has otherwise agreed in writing, Mortgagor shall not allow changes in the nature of the occupancy for which the Premises were intended at the time this Mortgage was executed.

Mortgagor shall not initiate or acquiesce in a change in the zoning classification of the Mortgaged Property without Mortgagee's prior written consent. Mortgagor warrants and represents that its use, and the use by any of its tenants, of the Mortgaged Property is in accordance and compliance with the terms and conditions of any and all rules, regulations, and laws that may be applicable to the Mortgaged Property, including, without limitation, all federal, state and local laws, ordinances, rules and regulations regarding hazardous and toxic materials and that Mortgagor shall maintain and continue such compliance and shall require and ensure its tenants' compliance with the same. Mortgagor shall maintain or shall cause their agent to maintain in its possession, available for the inspection of the Mortgagee, and shall deliver to the Mortgagee, upon three (3) business days' request, evidence of compliance with all such requirements. Mortgagor hereby indemnifies and holds Mortgagee free of and harmless from and against any and all claims, demands, damages or liabilities that Mortgagee may incur with regard thereto.

1.4 Taxes and Other Charges.

1.4.1 Impositions.

Subject to the provisions of Section 1.4, Mortgagor shall pay, at least five (5) days before the date due, all real estate taxes, personal property taxes, assessments, water and sewer rates and charges, license fees, all charges that may be imposed for the use of vaults, chutes, areas and other space beyond the lot line and abutting the public sidewalks in front of or adjoining the Premises, and all other governmental levies and charges (each, an "Imposition" and collectively, the "Impositions"), of every kind and nature whatsoever, general and special, ordinary and extraordinary, foreseen and unforeseen, which shall be assessed, levied, confirmed, imposed or become a lien upon or against the Mortgaged Property or any part thereof, of which shall become payable with respect thereto. Mortgagor shall deliver to Mortgagee, within twenty (20) days after the due date of each payment in connection with the Impositions or any assessment for local improvements (each, an "Assessment" and collectively, the "Assessments"), the original or a true photostatic copy of the official receipt evidencing such payment or other proof of payment satisfactory to Mortgagee.

1.4.2 Insurance.

1.4.2.1 Mortgagor shall keep all buildings erected on or to be erected on the Mortgaged Property insured against loss by fire and such other hazards as the Mortgagee may require and Mortgagor shall obtain and maintain insurance with respect to other insurable risks and coverage relating to the Mortgaged Property including, without limitation, fire builder's risk, worker's compensation, physical damages, loss of rentals or business interruption, earthquake (if applicable), and liability insurance, all such insurance to be in such sums and upon such terms and conditions as Mortgagee reasonably may require, with loss proceeds by the terms of such policies made payable to Mortgagee as its interest may appear. Mortgagor covenants that all insurance premiums shall be paid not later than fifteen (15) days prior to the date on which such policy could be cancelled for non-payment. If any portion of the Mortgaged Property is in an area identified by any federal governmental authority as having special flood hazards, and flood insurance is available, a flood insurance policy meeting the current guidelines of the Federal Insurance Administration shall be in effect with a generally acceptable insurance carrier, in an amount representing coverage not less than the least of (1) the outstanding principal balance of the Loan, (2) the full insurable value of the Mortgaged Property, and (3) the maximum amount of insurance available under the Flood Disaster Protection Act of 1973, as amended. All such insurance policies shall contain a standard mortgagee clause naming Mortgagee and its successors and assigns as their interests may appear as beneficiary, and may not be reduced, terminated, or canceled without thirty (30) days' prior written notice to Mortgagee.

1.4.2.2 Such insurance companies shall be duly qualified as such under the laws of the states in which the Mortgaged Property is located, duly authorized and licensed in such states to transact

the applicable insurance business and to write the insurance provided, and companies whose claims paying ability is rated in the two highest rating categories by A.M. Best with respect to hazard and flood insurance. Such insurance shall be in amounts not less than the greater of: (i) the outstanding principal balance of the Loan, or (ii) the amount necessary to avoid the operation of any co-insurance provisions with respect to the Premises.

1.4.2.3 All such policies shall provide for a minimum of thirty (30) days prior written cancellation notice to Mortgagee. Mortgagee, upon its request to Mortgagor, shall have the custody of all such policies and all other polices that may be procured insuring said Mortgaged Property, the same to be delivered, to Mortgagee at its office and all renewal policies to be delivered and premiums paid to Mortgagee at its office at least twenty (20) days before the expiration of the old policies, and Mortgagor agrees that upon failure to maintain the insurance as above stipulated or to deliver said renewal policies as aforesaid, or the pay the premiums therefor, Mortgagee may, without obligation to do so, procure such insurance and pay the premiums therefor and all sums so expended shall immediately be paid by Mortgagor and unless so paid, shall be deemed part of the debt secured hereby and shall bear interest at the rate set forth in the Note, and thereupon the entire principal sum unpaid, including such sums as have been paid for premiums of insurance as aforesaid, and any and all other sums which shall be payable hereunder shall become due and payable forthwith at the option of Mortgagee, anything herein contained to the contrary notwithstanding. In case of loss and payment by any insurance company, the amount of insurance money received shall be applied either to the Indebtedness secured hereby, or in rebuilding and restoring the damaged property, as Mortgagee may elect.

1.4.2.4 Mortgagor has not engaged in and shall not engaged in any act or omission that would impair the coverage of any such policy, the benefits of the endorsement provided for herein, or the validity and binding effect of either including, without limitation, no unlawful fee, commission, kickback, or other unlawful compensation or value of any kind has been or will be received, retained, or realized by any attorney, firm, or other person, and no such unlawful items have been received, retained, or realized by Mortgagor.

1.4.2.5 No action, inaction, or event has occurred and no state of facts exists or has existed that has resulted or will result in the exclusion from, denial of, or defense to coverage under any applicable special hazard insurance policy or bankruptcy bond, irrespective of the cause of such failure of coverage.

1.4.3 Deposits for Impositions, Assessments and Insurance.

1.4.3.1 Unless this requirement is waived in writing by Mortgagee, or as otherwise provided in this Section, Mortgagor shall deposit with Mortgagee on the day monthly installments of principal or interest, or both, are due under the Note (or on another day designated in writing by Mortgagee), until the Indebtedness is paid in full, an additional amount estimated by Mortgagee to be sufficient to accumulate with Mortgagee the entire sum required to pay, when due, the items marked "COLLECT" below, plus, at Mortgagee's discretion, a contingency reserve of up to one-sixth of such estimate. Mortgagee will not initially require Mortgagor to make IAI Deposits (defined below) with respect to any items marked "DEFERRED" below:

DEFERRED – Impositions;
DEFERRED – Assessments; and
DEFERRED – Insurance premiums in connection with the Mortgaged Property or other insurance premiums required by Mortgagee under Section 1.4.2.

The amounts deposited under the preceding sentence are collectively referred to in this Mortgage as the "IAI Deposits." The obligations of Borrower for which the IAI Deposits are required include the Impositions, Assessments and property insurance premiums or other insurance premiums required by Mortgagee under Section 1.4.2, and shall at times hereunder be referred to each as an "IAS" and collectively as, the "IAIs". The amount of the IAI Deposits shall be sufficient to enable Mortgagee to pay each IAI before the last date upon which such payment may be made without any penalty or interest charge being added. Mortgagee shall maintain records indicating how much of the monthly IAI Deposits and how much of the aggregate IAI Deposits held by Mortgagee are held for the purpose of paying the IAIs.

1.4.3.2 IAI Deposits shall be held by Mortgagee or in a bank, credit union or other financial institution designated by Mortgagee. Mortgagee shall apply the IAI Deposits to pay IAIs so long as no Event of Default has occurred and is continuing. Unless applicable law requires, Mortgagee shall not be required to pay Mortgagor any interest, earnings or profits on the IAI Deposits. As additional security for all of Mortgagor's obligations under this Mortgage and the other Loan Documents, Mortgagor hereby pledges and grants to Mortgagee a security interest in the IAI Deposits and all proceeds of, and all interest and dividends on, the IAI Deposits. Any amounts deposited with Mortgagee under this Section 1.4.3 shall not be trust funds, nor shall they operate to reduce the Indebtedness, unless applied by Mortgagee for that purpose under Section 1.4.3.5.

1.4.3.3 If Mortgagee receives a bill or invoice for an IAI, Mortgagee shall pay the IAI from the IAI Deposits held by Mortgagee. Mortgagee shall have no obligation to pay any IAI to the extent it exceeds IAI Deposits then held by Mortgagee. Mortgagee may pay an IAI according to any bill, statement or estimate from the appropriate public office or insurance company without inquiring into the accuracy of the bill, statement or estimate or into the validity of the IAI.

1.4.3.4 If at any time the amount of the IAI Deposits held by Mortgagee for payment of a specific IAI exceeds the amount reasonably deemed necessary by Mortgagee, plus at Mortgagee's discretion, a contingency reserve of up to one-sixth of such estimate, the excess shall be credited against future installments of IAI Deposits. If at any time the amount of the IAI Deposits held by Mortgagee for payment of a specific IAI is less than the amount reasonably estimated by Mortgagee to be necessary, plus, at Mortgagee's discretion, a contingency reserve of up to one-sixth of such estimate, Mortgagor shall pay to Mortgagee the amount of the deficiency within fifteen (15) days after notice from Mortgagee.

1.4.3.5 If an Event of Default has occurred and is continuing, Mortgagee may apply any IAI Deposits, in any amounts and in any order as Mortgagee determines, in Mortgagee's discretion, to pay any IAIs or as a credit against the Indebtedness. Upon payment in full of the Indebtedness, Mortgagee shall refund to Mortgagor any IAI Deposits held by Mortgagee.

1.4.3.6 If Mortgagee does not collect an IAI Deposit with respect to an IAI either marked "DEFERRED" in Section 1.4.3.1 or pursuant to a separate written waiver by Mortgagee, then Mortgagor must provide Mortgagee with proof of payment as set forth in Section 1.4 of each such IAI for which Mortgagee does not require collection of IAI Deposits. As more fully set forth in Section 1.4.3.8, Mortgagee may revoke its deferral or waiver and require Mortgagor to deposit with Mortgagee any or all of the IAI Deposits listed in Section 1.4.3, regardless of whether any such item is marked "DEFERRED" in such Section, upon notice to Mortgagor, (i) if Mortgagor does not timely pay any of the IAIs as required by this Mortgage, (ii) if Mortgagor fails to provide timely proof to Mortgagee of such payment as required by this Mortgage, or (iii) at any time from and after the occurrence of an Event of Default or any event which, with the giving of notice or the passage of time, or both, would constitute an Event of Default.

1.4.3.7 In the event of a transfer prohibited by or requiring Mortgagee's approval under Section 1.7, Mortgagee's waiver or deferral of the collection of any IAI Deposit in this Section 1.4.3 may

be modified or rendered void by Mortgagee at Mortgagee's sole option and discretion by notice to Mortgagor and the transferee(s) as a condition of Mortgagee's approval of such transfer.

1.4.3.8 Notwithstanding anything to the contrary contained in any of the Loan Documents, upon demand by Mortgagee, after failure by Mortgagor to pay any of the IAIs, Mortgagor shall deposit with Mortgagee on the first day of each month an amount equal to one twelfth (1/12th) of the sum of: (i) the aggregate annual payments for the Impositions; (ii) the annual insurance premiums on the policies of insurance required to be obtained and kept in force by Mortgagor under this Mortgage; and (iii) all other periodic charges (other than interest and principal under the Note) arising out of the ownership of the Mortgaged Property of any portion thereof that are or with notice or the passage of time or both will become a lien against the Mortgaged Property or any part thereof ((i), (ii), and (iii), collectively, the "Annual Payments"). Such sums will not bear interest and are subject to adjustment or additional payments in order to assure Mortgagee that it will have the full amount of any payment on hand at least one (1) month prior to its due date. Mortgagee shall hold said sums in escrow to pay said Annual Payments in the manner and to the extent permitted by law when the same become due and payable. Notwithstanding anything herein to the contrary, however, such deposits shall not be, nor be deemed to be, trust funds but may be commingled with the general funds of Mortgagee. If the total payments made by Mortgagor to Mortgagee on account of said Annual Payments up to the time when the same become due and payable shall exceed the amount of payment for said Annual Payments actually made by Mortgagee, such excess shall be credited by Mortgagee against the next payment or payments due from Mortgagor to Mortgagee on account of said Annual Payments. If, however, said payments made by Mortgagor shall not be sufficient to pay said Annual Payments when the same become due and payable, Mortgagor agrees to promptly pay to Mortgagee the amount necessary to make up any deficiency. In case of default in the performance of any of the agreements or provisions contained in the Note, Mortgagee may, at its option, at any time after such default, apply the balance remaining of the sums accumulated, as a credit against the principal or interest of the mortgage Indebtedness, or both.

1.4.4 Late Charge.

Mortgagee may collect a late charge equal to ten percent (10%) on any payment or installment due or required to be paid pursuant to the terms of this Mortgage, the Note or any other instrument, document, or agreement executed and/or delivered in connection herewith that is not paid within five (5) days of the due date thereof, other than the final entire balance due as set forth in Section 1.5 of the Note, including unpaid principal, accrued interest, and together with all other sums due hereunder or thereunder, which if not paid in full on or before the Maturity Date, Mortgagee may collect a late charge equal to one percent (1%) of such total amount.

1.4.5 Proof of Payment.

Upon request of Mortgagee, Mortgagor shall deliver to Mortgagee, within twenty (20) days after the due date of any payment required in this Section 1.4, proof of payment satisfactory to Mortgagee.

1.5 Condemnation.

Mortgagee shall be entitled to all compensation awards, damages, claims, rights of action and proceeds of, or on account of, any damage or taking through condemnation, eminent domain or the like, and Mortgagee is hereby authorized, at its option, to commence, appear in and prosecute in its own or Mortgagor's name any action or proceeding relating to any such condemnation, taking or the like and to settle or compromise any claim in connection therewith.

1.6 Care of Mortgaged Property; Demolition and Alternation.

Mortgagor shall maintain the Mortgaged Property in good condition and repair, shall not commit or suffer any waste of the Mortgaged Property, and shall comply with or cause to be complied with, all statutes, laws, rules, ordinances and requirements of any governmental authority relating to the Mortgaged Property; and Mortgagor shall promptly repair, restore, replace or rebuild any part of the Mortgaged Property now or hereafter subject to the lien of this Mortgage that may be damaged or destroyed by any casualty whatsoever or which may be affected by any proceeding of the character referred to in Section 1.5. Mortgagor shall complete and pay for, within a reasonable time and in strict accordance with the related Construction Loan Agreement, if applicable, any structure in the process of construction on the Mortgaged Property at any time during the term of the Loan; and Mortgagor shall not initiate, join in, or consent to any change in any private restrictive covenants, or private restrictions, limiting or defining the uses that may be made of the Mortgaged Property or any part thereof, without the prior written consent of Mortgagee. Mortgagor agrees that, other than in connection with the related Plans and Specifications (as defined in the related Construction Loan Agreement), if applicable, no building or other property now or hereafter covered by the lien of this Mortgage shall be removed, demolished, or materially altered, without the prior written consent of Mortgagee, except that Mortgagor shall have the right, without such consent, to remove and dispose of, free from the lien of this Mortgage, such equipment as from time to time may become worn out or obsolete, provided that simultaneously with or prior to such removal any such equipment shall be replaced with other equipment of value at least equal to that of the replaced equipment and free from any title retention or security agreement or other encumbrance, and by such removal and replacement Mortgagor shall be deemed to have subjected such equipment to the lien of this Mortgage.

1.7 Transfer and Encumbrance of Mortgaged Property.

1.7.1 Mortgagor, other than as to a Permitted Transfer, shall not sell, convey, transfer, suffer any type of change in title or ownership, assign or further encumber any interest in any part of the Mortgaged Property, without the prior written consent of Mortgagee. Any such sale, conveyance, transfer, pledge, assignment or encumbrance made without Mortgagee's prior written consent shall be null and void and shall constitute a default hereunder. Mortgagor shall not, without the prior written consent of Mortgagee, permit any further assignment of the rents, royalties, issues, revenues, income, profits or other benefits from the Mortgaged Property, or any part thereof, and any such assignment without the prior written consent of Mortgagee shall be null and void and shall constitute a default hereunder. Mortgagor agrees that in the event the ownership of the Mortgaged Property or any part thereof is permitted by Mortgagee to be vested in a person other than Mortgagor, Mortgagee may, without notice to Mortgagor, deal in any way with such successor or successors in interest with reference to this Mortgage and the Note and other sums hereby secured without in any way vitiating or discharging Mortgagor's liability hereunder or upon the Note and other sums hereby secured. No Sale of the Mortgaged Property and no forbearance to any person with respect to this Mortgage and no extension to any person of the time of payment of the Note and other sums hereby secured given by Mortgagee shall operate to release, discharge, modify, change or affect the original liability of Mortgagor either in whole or in part. Mortgagor shall have the right to enter into, extend, renew, terminate or otherwise amend leases encumbering the Mortgaged Property in the ordinary course of business.

1.7.2 If, other than as to a Permitted Transfer, Mortgagor shall sell, convey, assign or transfer all or any part of the Mortgaged Property or any interest therein or any beneficial interest in Mortgagor, or any of Mortgagor's underlying membership interests, shares of capital stock, partnership interests or any other type of equity interests, whether voting or non-voting (collectively, "Equity Interests"), without Mortgagee's prior written consent, Mortgagee may, at Mortgagee's option, without demand, presentment, protest, notice of protest, notice of intent to accelerate, notice of acceleration or other notice, or any other action, all of which are hereby waived by Mortgagor and all other parties obligated in any manner on the Indebtedness to the fullest extent permitted by applicable law, declare the Indebtedness to be immediately

due and payable, which option may be exercised at any time following such sale, conveyance, assignment or transfer, and upon such declaration the entire unpaid balance of the Indebtedness shall be immediately due and payable.

1.7.3 Permitted Transfers.

1.7.3.1 The restrictions contained in Sections 1.7.1 and 1.7.2 above shall not apply to any sale, conveyance, assignment or transfer of any beneficial interest in Mortgagor or any of Mortgagor's underlying Equity Interests (each, a "Permitted Transfer") (a) by will or by the laws of descent and distribution, or (b) that does not constitute a Change in Control Transaction.

1.7.3.2 A "Change in Control Transaction" shall mean (a) (i) the sale, transfer, or other disposition of all or an amount equivalent to forty-nine percent (49%) or more of Mortgagor's, or its underlying Equity Interests', assets as determined on a consolidated basis, or (ii) the consummation of a merger or consolidation of Mortgagor with or into another entity or any other corporate reorganization or acquisition, if more than forty-nine percent (49%) of the combined voting power of the continuing or surviving entity's Equity Interests outstanding immediately after such merger, consolidation or such other reorganization is owned by persons/entities who were not Equity Interest holders of Mortgagor immediately prior to such merger, consolidation or other reorganization, which for the avoidance of doubt, shall also include, the acquisition or other transfer of the Equity Interests of Mortgagor to any person/entity who was not an Equity Interest holder of such Equity Interests immediately prior to such acquisition or transfer, other than as permitted in clause 1.7.3.1 above and (b) so long as the management, and the power to control and cause the direction of the management and policies, of Mortgagor (or any successor entity) does not materially change following any such sale, transfer, disposition, merger, consolidation, reorganization, or consolidation of any beneficial interest in Mortgagor or any of Mortgagor's underlying Equity Interests and during the remaining term of the Loan.

1.7.3.3 Within thirty (30) days after the effectuation of each and every Permitted Transfer constituting ten percent (10%) or greater of the Equity Interests of Mortgagor, or its underlying Equity Interests, to persons/entities who were not Equity Interest holders of Mortgagor, or its underlying Equity Interests, immediately prior to such Permitted Transfer, Mortgagor shall (a) notify Mortgagee of same, and (b) provide Mortgagee copies of all underlying documentation evidencing such transaction as well as all related amendments, restatements, modifications or supplements to that certain operating agreement, bylaws or similar type of governing document of Mortgagor (or any successor entity).

1.7.4 Mortgagor shall keep the Mortgaged Property free from mechanics' liens, materialmen's liens and encumbrances. If any prohibited lien or encumbrance is filed against the Mortgaged Property, Mortgagor shall (a) immediately notify Mortgagee of same and (b) cause the same to be removed and discharged of record within thirty (30) days after the date of filing thereof.

1.7.5 Mortgagor shall obtain, upon request by Mortgagee, from all persons hereafter having or acquiring any interest in or encumbrance on the Mortgaged Property or the said equipment or accessions, a writing duly acknowledged, and stating the nature and extent of such interest or encumbrance and that the same is subordinate to this Mortgage and no offsets or defenses exist in favor thereof against this Mortgage or the Note hereby secured, and deliver such writing to Mortgagee.

1.8 Further Assurance.

1.8.1 At any time and from time to time upon Mortgagee's request, Mortgagor shall make, execute/re-execute and deliver, or cause to be made, executed/re-executed and delivered, to Mortgagee and, where appropriate, shall cause to be recorded or filed, and from time to time thereafter to be re-recorded

and refilled, at such time and in such offices and places as shall be deemed desirable by Mortgagee, any and all such further mortgages, instruments or further assurance, certificates and such other documents, and perform such other acts and things as Mortgagee may consider necessary or desirable in order to effectuate, complete or perfect, or to continue and preserve, the obligations of Mortgagor under the Note and this Mortgage, of lien of this Mortgage as a lien upon all of the Mortgaged Property, and unto all and every person or persons deriving any estate, right, title or interest under this Mortgage. Upon any failure by Mortgagor to do so, Mortgagee may make, execute, record, file, re-record or refile any and all such mortgages, instruments, certificates and documents for and in the name of Mortgagor, and Mortgagor hereby irrevocably appoints Mortgagee the agent and attorney-in-fact of Mortgagor to do so.

1.8.2 In the event of any miscalculation, misapplication or error in payment or collections of monies at closing, Mortgagor agree to correct the same upon request.

1.8.3 Each request by Mortgagee pursuant to Section 1.8 shall receive full cooperation and compliance by Mortgagee by execution or re-execution (as the case may be) and delivery at Mortgagee's office located in Boca Raton, Florida or such other location within the State of Delaware as Mortgagee may designate within seven (7) days of Mortgagee's making such request.

1.9 Uniform Commercial Code Security Agreement and Fixture Filing.

This Mortgage is intended to be a security agreement, financing statement, and fixture filing that is to be filed for record in the real estate records pursuant to the Uniform Commercial Code in effect from time to time in the **State of Florida** for any of the goods specified above in this Mortgage as part of the Mortgaged Property which, under applicable law, may be subject to a security interest pursuant to the Uniform Commercial Code and Mortgagor hereby agrees to execute and deliver any additional financing statements covering said goods from time to time and in such form as Mortgagee may require to perfect a security interest with respect to said goods. Mortgagor shall pay all costs of filing such financing statements and renewals and releases thereof and shall pay all reasonable costs and expenses of any record searches for financing statements that Mortgagee may reasonable require. Without the prior written consent of Mortgagee, Mortgagor shall not create or suffer to be created, pursuant to the Uniform Commercial Code, any other security interest in said goods, including replacements and additions thereto. Upon Mortgagor's breach of any covenant or agreement of Mortgagor contained in this Mortgage, including the covenants to pay when due all sums secured by this Mortgage, Mortgagee shall have the remedies of a secured party under the Uniform Commercial Code and, at Mortgagee's option, may also invoke the remedies permitted by applicable law as to such goods.

AS IT IS RELATED HERETO:

DEBTOR IS:	**Logos Homes, Inc.** **117 Beaumont Road** **Silver Spring, MD 20904**
SECURED PARTY IS:	LendingOne, LLC 901 Yamato Road, Suite 150, Boca Raton, FL 33431

Mortgagor represents, covenants, and warrants that as of the date hereof as follows: Mortgagor's full, correct, and exact legal name is set forth immediately above in this Section 1.9. Mortgagor is an organization of the type and incorporated in, organized, or formed under the laws of the state specified in the introductory paragraph to this Mortgage. In the event of any change in name or identify of Mortgagor, Mortgagor hereby authorizes Mortgagee to file such Uniform Commercial Code forms as are necessary to

maintain the priority of Mortgagee's lien upon the Mortgaged Property which may be deemed personal property or fixtures, including future replacement thereof, which serves as collateral under this Mortgage.

1.10 Lease Covenants.

Each and every covenant on the part of Mortgagor contained in any assignment of lessor's interest in leases or any assignment of rents, royalties, issues, revenues, profits, income or other benefits made collateral hereto is made an obligation of Mortgagor hereunder as if fully set forth herein.

1.11 After-Acquired Property.

To the extent permitted by and subject to applicable law, the lien of this Mortgage will automatically attach, without further act, to all after-acquired property located in, on, or attached to, or used, or intended to be used, in connection with, or with the renovation of, the Mortgaged Property or any part thereof; provided, however, that, upon request of Mortgagee, Mortgagor shall execute and deliver such instrument or instruments as shall reasonably be requested by Mortgagee to confirm such lien, and Mortgagor hereby appoints Mortgagee its attorney-in-fact to execute all such instruments, which power is coupled with an interest and is irrevocable.

1.12 Expenses.

Unless otherwise agreed in writing, Mortgagor will pay when due and payable all origination fees, application fees, underwriting fees, document preparation and title review fees, appraisal fees, recording fees, taxes, brokerage fees and commissions, abstract fees, title policy fees, escrow fees, attorney's fees, court costs, fees of inspecting architect(s) and engineers(s) and all other costs and expenses of every character assessed by Mortgagee against Mortgagor, have been incurred or which may hereafter be incurred by Mortgagee in connection with: (a) the preparation and execution of the Loan Documents; (b) the closing and funding of the Loan; (c) in the event of Event of Default occurs hereunder or under the Note or any other Loan Documents, all costs, fees and expenses, including, without limitation, all reasonable attorney's fees in connection with the enforcement under the Note or foreclosure under this Mortgage, preparation for enforcement of this Mortgage or any other Loan Documents, whether or not suit or other action is actually commenced or undertaken; (d) enforcement of this Mortgage or any other Loan Documents; (e) court or administrative proceedings of any kind of which Mortgagee may be a party, either as plaintiff or defendant, by reason of the Note, the Mortgage or any other Loan Documents; (f) preparation for and actions taken in connection with Mortgagee's taking possession of the Mortgaged Property; (g) negotiations with Mortgagor, its beneficiary, or any of its agents in connection with the existence or cure of any Event of Default or default, (h) any proposal for refinancing by Mortgagor or any other person or entity of the debt secured hereby; (i) the transfer of the Mortgaged Property in lieu of foreclosure; (j) inspection of the Mortgaged Property pursuant to Section 1.15; (k) the approval by Mortgagee of actions taken or proposed to be taken by Mortgagor, its beneficiary, or other person or entity which approval is required by the terms of this Mortgage or any other Loan Documents; and (l) for all other fees due and owing by Mortgagor to Mortgagee in connection with the Loan. Mortgagor will, upon demand by Mortgagee, reimburse Mortgagee for any takeout, for all such expenses that have been incurred or shall be incurred by either of them; and will indemnify and holds harmless Mortgagee from and against, and reimburse it for, the same and for all claims, demands, liabilities, losses, damages, judgments, penalties, costs and expenses (including, without limitation, attorney's fees) that may be imposed upon, asserted against, or incurred or paid by it by reason of, on account of or in connection with any bodily injury or death or property damage occurring in or upon or in the vicinity of the Mortgaged Property through any cause whatsoever or asserted against it on account of any act performed or omitted to be performed hereunder or on account of any transaction arising out of or in any way connected with the Mortgaged Property, or with this Mortgage or the Indebtedness.

1.13 Mortgagee's Performance of Defaults.

If Mortgagor defaults in the payment of any tax, Assessment, encumbrance or other Imposition or [A], in its obligation to furnish insurance hereunder, or in the performance or observance of any other covenant, condition, agreement or term in this Mortgage, the Note or in any other Loan Documents, Mortgagee may, without obligation to do so, to preserve its interest in the Mortgaged Property, perform or observe the same, and all payments made (whether such payments are regular or accelerated payments) and costs and expenses incurred or paid by Mortgagee in connection therewith shall become due and payable immediately. The amounts so incurred or paid by Mortgagee, together with interest thereon at the default rate, as provided in the Note, from the date incurred until paid by Mortgagor, shall be added to the Indebtedness and secured by the lien of this Mortgage to the extent permitted by law. Mortgagee is hereby empowered to enter and to authorize others to enter upon the Mortgaged Property or any part thereof for the purpose of performing or observing any such defaulted covenant, condition, agreement or term, without thereby becoming liable to Mortgagor or any person in possession holding under Mortgagor.

1.14 Financial Statements, Books and Records.

Mortgagor will furnish to Mortgagee, within thirty (30) days after a request therefor, a detailed statement in writing, covering the period of time specified in such request, showing all income derived from the operation of the Mortgaged Property, and all disbursements made in connection therewith, and containing a list of the names of all tenants and occupants of the Mortgaged Property, the portion or portions of the Mortgaged Property occupied by each such tenant and occupant, the rent and other charges payable under the terms of their leases or other agreements and the period covered by such leases or other agreements.

1.15 Inspection.

Mortgagee, and any persons authorized by Mortgagee, shall have the right, at Mortgagee's option, to enter and inspect the Premises at any reasonable time and upon reasonable notice during the term of the Loan in conformance with applicable law, including, but not limited to, providing any required notice to current tenants residing on the Premises. Mortgagor shall pay any professional fees and expenses, which may be incurred by Mortgagee in connection with such inspection.

1.16 Intentionally Omitted.

1.17 Inapplicability of Homestead.

The Loan is a commercial loan and, therefore, any homestead exemptions are inapplicable to the Mortgagor and in the Mortgaged Property.

1.18 Environmental Indemnity.

1.18.1 Definitions.

Unless otherwise defined in this Mortgage, capitalized terms used in Section 1.18 shall have the meaning ascribed to them as follows:

1.18.1.1 "**Environmental Law**" shall mean all laws relating to hazardous waste, chemical substances or mixtures or hazardous, toxic or dangerous substances or conditions or relating to the interaction of the use or ownership of property and the environment, whether such law is: (i) criminal

or civil, (ii) federal, state or local, (iii) statutory, common law or administrative regulation, (iv) currently in effect or enacted in the future.

1.18.1.2 "Hazardous Material" shall mean any pollutants, hazardous or toxic substances or contaminated materials, including but not limited to, oil and oil products, asbestos, asbestos containing materials, urea formaldehyde foam insulation, polychlorinated biphenyls, flammables, explosives, radioactive materials, laboratory wastes, biohazardous wastes, chemicals, compounds or any other materials and substances (including materials, substances or things which are composed of or which have as constituents any of the foregoing substances), which are or may be subject to regulation under, or the Release of which or exposure to which is prohibited or limited by, or regulated under, any Environmental Law.

1.18.1.3 "Release" shall mean any spilling, leaking, migrating, pumping, pouring, emitting, emptying, discharging, injecting, escaping, leaching, dumping, or disposing into the environment of any Hazardous Material.

1.18.2 Indemnification.

Notwithstanding anything herein to the contrary, Mortgagor absolutely and unconditionally agrees to defend, indemnify, and hold harmless Mortgage, and its employees, agents, trustees, attorneys, officers, directors and shareholders, from and against any and all claims, demands, penalties, causes of action, fines, liabilities, settlements, damages, costs or expenses of whatever kind or nature, known or unknown, foreseen or unforeseen, contingent or otherwise, incurred by Mortgagee, its employees, agents, trustees, attorneys, officers or directors (including, without limitation, counsel and consultant fees and expenses, investigation and laboratory fees and expenses, court costs, and litigation expenses) arising out of, or in any way related to: (i) any breach by the Mortgagor of any of the provisions of this Mortgage or any other Loan Documents; any Release or threat thereof of any Hazardous Material that is at, in, on, under, around, from or affecting the Mortgaged Property, including, without limitation, any violation of any Environmental Law or any damage or injury resulting from any Hazardous Material to or affecting the Mortgaged Property or the soil, water, air, vegetation, buildings, personal property, persons or animals located on the Mortgaged Property or on any other property or otherwise, whether occurring during or prior to Mortgagor's ownership of the Mortgaged Property; (ii) any personal injury (including wrongful death) and property damages (real or personal) arising out of or related to any such Hazardous Material; (iii) any lawsuit brought or threatened, settlement reached, or order or directive of or by any state or federal governmental agency or authority, including but not limited to the United States of America Environmental Protection Agency and any state counterpart environmental protection agency, relating to such Hazardous Material; and (iv) any remedial action undertaken by Mortgagee in connection with any of the foregoing.

1.19 Future Advances.

This Mortgage is given for the specific purpose of securing any and all Indebtedness of Mortgagor to Mortgagee in whatever manner such Indebtedness may be evidenced or represented, until this Mortgage is satisfied of record, as well as all future advances made in connection with the Loan, whether such advances are obligatory or are to be made at the option of the Mortgagee, or otherwise, as are made within twenty (20) 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, but such secured Indebtedness shall not exceed at any time the maximum principal sum equal to ten (10) times the amount originally secured, plus interest thereon, and any disbursements made for the payment of taxes, levies, or insurance on the Premises, with interest on such disbursements. Any such future advances, whether obligatory or to be made at the option of the Mortgagee, or otherwise, may be made either prior to or after the due date of the Note or any other Note secured by this Mortgage. All covenants and agreements contained in this Mortgage shall be applicable to all future

advances made by Mortgagee to Mortgagor under this future advance clause. Mortgagee shall be under no obligation to make, or cause to be made, any such future advance, and all such future advances shall be at the sole and absolute discretion of Mortgagee.

1.20 Cross-Default and Cross-Collateralized.

Mortgagor hereby acknowledges and agrees an event of default under the terms and conditions of any other loans, obligations, liabilities, or indebtedness of Mortgagor (whether now existing or hereafter arising) with Mortgagee, including its successors and assigns, shall, at Mortgagee's sole option, constitute an Event of Default under this Deed of Trust and a default under the terms and conditions of the Note. An Event of Default under this Deed of Trust shall, at Mortgagee's option, constitute an event of default under the terms and conditions of any other loans, obligations, liabilities, or indebtedness of Mortgagor (whether now existing or hereafter arising) with Mortgagee, including its successors and assigns.

ARTICLE 2. DEFAULTS

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

2.1 Failure by Mortgagor to pay any installment of principal and or interest under the Note or other charges due under the Note within five (5) days after the same becomes due and payable;

2.2 The occurrence of an "Event of Default" under the Note or any other Loan Documents;

2.3 Failure by Mortgagor to observe or perform, or upon any default (and failure to timely cure) in, any other covenants, agreements or provisions herein, in the Note, or in any other Loan Documents;

2.4 Cancellation of the automated payments (ACH) transfer setup related to Mortgagor's payment of any installment of principal and/or interest under the Note pursuant to that certain Automated Payments (ACH) Authorization Form dated of even date herewith;

2.5 Failure by Mortgagor to pay any Imposition, Assessment or other utility charges on or lien against the Mortgaged Property;

2.6 Failure by Mortgagor to keep in force the insurance required in this Mortgage;

2.7 Failure by Mortgagor to either deliver or maintain the policies of insurance described in this Mortgage or to pay the premiums for such insurance as provided herein;

2.8 Failure by Mortgagor to pay any installment of any Assessment for local improvements for which an official bill has been issued by the appropriate authorities and that may now or hereafter affect the Mortgaged Property;

2.9 Failure by Mortgagor to pay any other TAI against the Mortgaged Property required to be under this Mortgage;

2.10 The actual or threatened waste, removal or demolition of, or material alteration to, any part of the Mortgaged Property, except as permitted herein;

2.11 The vesting of title, or any sale, conveyance, transfer, assignment or further encumbrance in any manner whatsoever of any interest in the Mortgaged Property, or any part thereof, in or to anyone other

than the present owner, or any change in title or ownership of the Mortgaged Property, or any part thereof, without the prior written consent of Mortgagee;

2.12 All or a material portion of the Mortgaged Property being taken through condemnation, eminent domain, or any other taking such that Mortgagee has reason to believe that the remaining portion of the Mortgaged Property is insufficient to satisfy the outstanding balance of the Note, or the value of the Mortgaged Property being impaired by condemnation, eminent domain or any other taking, (which term when used herein shall include, but not be limited to, any damage or taking by any governmental authority or any other authority authorized by the laws of any state or the United States of America to so damage or take, and any transfer by private sale in lieu thereof), either temporarily for a period in excess of thirty (30) days, or permanently;

2.13 Any sale, conveyance, assignment or transfer of any beneficial interest in Mortgagor or any of Mortgagor's underlying Equity Interests that does not constitute a Permitted Transfer, or the dissolution of Mortgagor or the death of any guarantor of the Note ("Guarantor"); provided, however, that the death of a Guarantor shall not be deemed an Event of Default so long as, within sixty (60) days after such event, one or more substitute guarantors acceptable to Mortgagee shall have executed a replacement guaranty substantially the form of that certain Guaranty dated of even date herewith delivered by such Guarantor in connection with the Loan.

2.14 Any representation or warranty of Mortgagor or any Guarantor made herein or in any such guaranty or in any certificate, report, financial statement, or other instrument furnished in connection with the making of the Note, the Mortgage or any such guaranty, shall prove materially false or misleading in any material respect;

2.15 Mortgagor makes or takes any action to make a general assignment for the benefit of its creditors or becomes insolvent or has a receiver, custodian, trustee in bankruptcy, or conservator appointed for it or for substantially all or any of its assets;

2.16 Mortgagor files, or becomes the subject of, a petition in bankruptcy, or upon the commencement of any proceeding or action under any bankruptcy laws, insolvency laws, relief of debtors laws, or any other similar law affecting Mortgagor; provided however, that Mortgagor shall have sixty (60) days from the filing of any involuntary petition in bankruptcy to have the same discharged and dismissed;

2.17 The Mortgaged Property becomes subject to (1) any tax lien which is superior to the lien of the Mortgage, other than a lien for local real estate taxes and assessments not due and payable or (2) any mechanic's, materialman's, or other lien that is, or is asserted to be, superior to the lien of the Mortgage and such lien shall remain undischarged for thirty (30) days;

2.18 Mortgagor fails to promptly cure within a reasonable time any violations of laws or ordinances affecting or that may be interpreted to affect the Mortgaged Property; and

2.19 In the event of any material adverse change in the financial condition of Mortgagor that results in Mortgagor's inability to pay its debts as they come due, as determined by Mortgagee in its sole reasonable discretion.

Notwithstanding the foregoing, if Mortgagor shall fail to comply with any agreement, term, covenant, or condition of this Agreement, the Note, or any of the other Loan Documents, other than a default in the payment of monies due and payable to Mortgagee, then an Event of Default shall not be deemed to have occurred solely for the purpose of triggering the accrual of default interest on the unpaid principal balance of the Loan as set forth in Section 8 of the Note, and Mortgagee shall not exercise its rights of complying

with any such agreement, term, covenant or condition on behalf or in the name of the Mortgagor, unless such default shall have continued for at least thirty (30) days after Mortgagor's receipt of notice thereof and demand to cure from Mortgagee; provided, however, that in the case of any such non-monetary default which is susceptible to cure but cannot be cured through the exercise of reasonable diligence within thirty (30) days of receipt of notice of such non-monetary default, if Mortgagor commences such cure within the initial thirty (30) day period and diligently prosecutes same to completion, then such period of thirty (30) days shall be extended for such additional period of time as may be reasonably necessary to cure the same as approved by Mortgagee in its sole reasonable discretion.

ARTICLE 3. REMEDIES

In the event that an Event of Default or default shall have occurred, the remedies available to Mortgagee include, but are not limited to, any and all rights and remedies available hereunder or the Note or any other Loan Document, any and all rights and remedies available at law, in equity or by statue. Without limiting the foregoing, the rights and remedies available to Mortgagee shall include, but not be limited to, any one or more of the following:

3.1 Acceleration of Maturity.

If an Event of Default shall have occurred, Mortgagee may, at its option, declare, upon thirty (30) days written demand and notice, all of the outstanding Indebtedness to be due and payable immediately, and upon such declaration such Indebtedness shall immediately become and be due and payable without any further demand or notice, unless the applicable notice requirements of the State of **Florida**, County of **Miami-Dade** or other municipality provides otherwise. If Mortgagee shall be required under such applicable state, county or other municipal law to provide certain notice to Mortgagor prior to acceleration of the outstanding Indebtedness, then Mortgagee shall provide such notice to Mortgagor in the manner and substance in conformance with all such applicable law. If Mortgagee provides such notice to Mortgagor and if the default is not cured on or before the date specified in the notice, then Mortgagee, at its option, may require immediate payment in full of all sums secured by this Mortgage without further demand, may foreclose this Mortgage by judicial proceeding and may invoke any other remedies set forth herein and permitted by applicable state, county or other municipal law. Mortgagee shall be entitled to collect all expenses incurred in pursuing the remedies provided in this Article 3, including, but not limited to, reasonable attorney's fees and costs of title evidence.

3.2 Mortgagee's Right to Enter and Take Possession.

If an Event of Default shall have occurred, Mortgagor, upon demand on Mortgagee, shall forthwith surrender to Mortgagee the actual possession of the Mortgaged Property and Mortgagee itself, or by such officers or agents as it may appoint, may enter and take possession of the Mortgaged Property, collect and receive the rents and income therefrom, and to apply so much of said rents and income as may be required in the necessary expenses of running said Premises, including reasonable attorney's fees, management agent's fees, and if Mortgagee manages the Premises with its own employees, an amount equal to the customary management agent's fees charged for similar property in the area where the Premises are located, and to apply the balance of said rents and income to the payment of the amounts due upon said Note, or in payment of taxes assessed against the Premises, or both. And for this purpose, and in case of such default, the Mortgagor hereby assigns, transfers, and sets over to the Mortgagee the rents and income accruing from said Premises. Nothing contained in the foregoing provisions shall impair or affect any right or remedy that the Mortgagee might now or hereafter have, were it not for such provisions, but the rights herein given shall be in addition to any others which Mortgagee may have hereunder.

3.3 Receiver.

If an Event of Default shall have occurred, Mortgagee, to the extent permitted by law and without regard to the value or occupancy of the security, shall be entitled to apply for the appointment of a receiver of the rents and profit of the Mortgaged Property without notice, and shall be entitled to the appointment of such a receiver as a matter of right, without consideration of the value of the Mortgaged Property as security for the amounts due Mortgagee, or the solvency of any person or limited liability company liable for the payment of such amounts.

3.4 Waiver of Appraisement, Valuation, Stay, Exemption, and Redemption Laws, etc.: Marshaling.

Mortgagor agrees to the full extent permitted by law that after an Event of Default neither Mortgagor nor anyone claiming through or under it shall or will set up, claim or seek to take advantage of any appraisement, valuation, stay, exemption, moratorium, or redemption laws now or hereafter in force, in order to prevent or hinder the enforcement or foreclosure of this Mortgage, and Mortgagor, for itself all who may at any time claim through or under it, hereby waives, to the full extent that it may lawfully so do, any and all right to have the assets comprising the Mortgaged Property marshaled upon any foreclosure hereof.

3.5 Suits to Protect the Property.

Mortgagee shall have the power and authority to institute and maintain any suits and proceedings as Mortgagee may deem advisable in order to (a) prevent any impairment of the Mortgaged Property, (b) foreclose this Mortgage, (c) preserve and protect its interest in the Mortgaged Property, and (d) to restrain the enforcement of, or compliance with, any legislation or other governmental enactment, rule, or order that may be unconstitutional or otherwise invalid, if the enforcement of or compliance with such enactment, rule or order might impair the security hereunder or be prejudicial to Mortgagee's interest.

3.6 Proofs of Claim.

In the case of any receivership, insolvency, bankruptcy, reorganization, arrangement, adjustment, composition or other judicial case or proceedings affecting Mortgagor, its creditors or its property, Mortgagee, to the extent permitted by law, shall be entitled to file such proofs of claim and other documents as may be necessary or advisable in order to have its claims allowed in such case or proceeding for the entire Indebtedness at the date of institution of such case or proceeding, and for any additional amounts that may become due and payable by Mortgagor after such date.

3.7 Application of Monies by Mortgagee.

After the occurrence of an Event of Default, any monies collected or received by Mortgagee shall be applied in such priority as Mortgagee may determine in its sole and absolute discretion, to such matters including, but not limited to, the payment of compensation, expenses and disbursements of the agents, attorneys and other representatives of Mortgagee, to IAI Deposits and any other deposits for Impositions and insurance and insurance premiums due, to the cost of insurance, Impositions, Assessments, other IAIs and other charges and to the payment of the Indebtedness.

3.8 No Waiver.

Notwithstanding any course of dealing or course of performance, neither failure nor delay on the part of Mortgagee to exercise any right, power, or privilege hereunder shall operate as a waiver thereof, nor

shall any single or partial exercise of any right, power, or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right; power, or privilege.

3.9 No Waiver of One Default to Affect Another.

No waiver of any Event of Default hereunder shall extend to or affect any subsequent or any other Event of Default then existing, or impair any rights, powers or remedies consequent thereon. If Mortgagee (a) grants forbearance or an extension of time for the payment of any of the Indebtedness; (b) takes other or additional security for the payment thereof; (c) waives or does not exercise any right granted in the Note, this Mortgage of any other of the Loan Documents; (d) releases any part of the Mortgaged Property from the lien of this Mortgage or any other Loan Documents or releases any party liable under the Note; (e) consents to the filing of any map, plat or replat of the Premises; (f) consents to the granting of any easement on the Premises; or (g) makes or consents to any agreement changing the terms of this Mortgage or subordinating the lien or any charge hereof, no such act or omission shall release, discharge, modify, change or affect the original liability under this Mortgage or otherwise of Mortgagor, or any subsequent purchaser of the Mortgaged Property or any part thereof or any maker, co-signor, endorser, surety or guarantor. No such act or omission shall preclude Mortgagee from exercising any right, power of privilege herein granted or intended to the granted in case of any Event of Default then existing or of any subsequent Event of Default nor, except as otherwise expressly provided in an instrument or instruments executed by Mortgagee, shall the lien of this Mortgage be altered thereby.

3.10 Remedies Cumulative.

No right, power or remedy conferred upon or reserved to Mortgagee by the Note, this Mortgage or any other Loan Documents is exclusive of any other right, power and remedy, but each and every such right, power and remedy shall be cumulative and concurrent and shall be in addition to any other right, power and remedy given hereunder or under the Note or any other Loan Documents, or now or hereafter existing at law, in equity or by statute.

3.11 Interest after Event of Default; Default Rate.

If an Event of Default shall have occurred, all sums outstanding and unpaid under the Note and this Mortgage shall, at Mortgagee's option, bear interest at the default rate set forth in the Note.

ARTICLE 4. MISCELLANEOUS PROVISIONS

4.1 Heirs, Successors and Assigns Included in Parties.

Whenever one of the parties hereto is named or referred to herein, the heirs, successors and assigns of such party shall be included and all covenants and agreements contained in this Mortgage, by or on behalf of Mortgagor or Mortgagee shall bind and inure to the benefit of their respective heirs, successors and assigns, whether so expressed or not.

4.2 Addresses for Notices, etc.

4.2.1 Any notice, report, demand or other instrument authorized or required to be given or furnished under this Mortgage shall be in writing, signed by the party giving or making the same, and shall be sent by certified mail, return receipt requested, as follows:

MORTGAGOR: **Logos Homes, Inc.**
117 Beaumont Road

Silver Spring, MD 20904

Copy to:

MORTGAGEE: LendingOne, LLC
901 Yamato Road, Suite 150,
Boca Raton, FL 33431
Attention: Legal

4.2.2 Either party may change the address to which any such notice, report, demand or other instrument is to be delivered or mailed, by furnishing written notice of such change to the other party, but no such notice of change shall be effective unless and until received by such other party.

4.3 Headings.

The headings of the articles, sections, paragraphs and subdivisions of this Mortgage are convenience of reference only, are not to be considered a part hereof and shall not limit or expand or otherwise affect any of the terms hereof.

4.4 Provisions Subject to Applicable Laws; Severability.

All rights, powers and remedies provided herein may be exercised only to the extent that the exercise thereof does not violate any law and are intended to be limited to the extent necessary so that they will not render this Mortgage invalid or unenforceable. In the event that any of the covenants agreements, terms or provisions contained in the Note, or in this Mortgage or in any other Loan Documents shall be deemed invalid, illegal or unenforceable in any respect by a court with appropriate jurisdiction, the validity of the remaining covenants, agreements, terms or provisions contained herein or in the Note or in any other Loan Documents shall be in no way affected, prejudiced or disturbed thereby.

4.5 Modification.

This Mortgage, the Note, and all other Indebtedness are subject to modification; provided, however, neither this Mortgage, nor any term hereof, may be changed, waived, discharged or terminated orally or by any action or inaction, and solely may be made by an instrument in writing signed by the parties hereto.

4.6 Governing Law.

THIS MORTGAGE IS MADE BY MORTGAGOR AND ACCEPTED BY MORTGAGEE IN THE STATE OF **FLORIDA**. THE LAW OF THE STATE OF **FLORIDA** SHALL GOVERN THE VALIDITY AND ENFORCEMENT OF ALL LOAN DOCUMENTS, AND THE DEBT OR OBLIGATIONS ARISING HEREUNDER (NOTWITHSTANDING ANY CONFLICT OF LAW PROVISIONS).

4.7 Prejudgment Remedies.

MORTGAGOR HEREBY REPRESENTS, COVENANTS, AND AGREES THAT THE PROCEEDS OF THE LOAN SECURED BY THIS MORTGAGE, AND EVIDENCED BY THE NOTE AND CONSTRUCTION LOAN AGREEMENT, IF APPLICABLE, SHALL BE USED FOR GENERAL COMMERCIAL PURPOSES AND THAT SUCH LOAN IS A "COMMERCIAL TRANSACTION" AS DEFINED BY THE STATUTES OF THE STATE OF **FLORIDA**. MORTGAGOR HEREBY WAIVES SUCH RIGHTS AS IT MAY HAVE TO NOTICE AND/OR HEARING UNDER ANY APPLICABLE

FEDERAL OR STATE LAWS PERTAINING TO THE EXERCISE BY MORTGAGEE OF SUCH RIGHTS AS MORTGAGEE MAY HAVE INCLUDING, BUT NOT LIMITED TO, THE RIGHT TO SEEK PREJUDGMENT REMEDIES AND/OR TO DEPRIVE MORTGAGOR OF OR AFFECT THE USE OF OR POSSESSION OR ENJOYMENT OF MORTGAGOR'S PROPERTY PRIOR TO THE RENDITION OF A FINAL JUDGMENT AGAINST MORTGAGOR. MORTGAGOR FURTHER WAIVES ANY RIGHT IT MAY HAVE TO REQUIRE THE MORTGAGEE TO PROVIDE A BOND OR OTHER SECURITY AS A PRECONDITION TO OR IN CONNECTION WITH ANY PREJUDGMENT REMEDY SOUGHT BY MORTGAGEE, AND WAIVES ANY OBJECTION TO THE ISSUANCE OF SUCH PREJUDGMENT REMEDY BASED ON ANY OFFSETS, CLAIMS, DEFENSES, OR COUNTERCLAIMS TO ANY ACTION BROUGHT BY MORTGAGEE. FURTHER, MORTGAGOR HEREBY WAIVES, TO THE EXTENT PERMITTED BY LAW, THE BENEFITS OF ALL PRESENT AND FUTURE VALUATION, APPRAISAL, HOMESTEAD, EXEMPTION, STAY, REDEMPTION AND MORATORIUM LAWS.

4.8 Effects of Changes and Laws Regarding Taxation.

In the event of an enactment of any law deducting from the value of the Mortgaged Property any Mortgage lien thereon, or imposing upon Mortgagee the payment of any or part of the Impositions, charges, or Assessments previously paid by Mortgagor pursuant to this Mortgage, or change in the law relating to the taxation of mortgages, debts secured by mortgages or Mortgagee's interest in the Mortgaged Property so as to impose new incidents of taxes of Mortgagee, then Mortgagor shall pay such Impositions or Assessments or shall reimburse Mortgagee therefor; provided that, however, if in the opinion of counsel to Mortgagee such payment cannot lawfully be made by Mortgagor, then Mortgagee may, at Mortgagee's option, declare, upon thirty (30) days prior written demand and notice to Mortgagor, all of the sums secured by this Mortgage to be immediately due and payable, and Mortgagee may invoke any remedies permitted by applicable law.

4.9 Purpose of Loan.

Mortgagor represents and warrants that the proceeds from this Loan are to be used solely for business and commercial purposes and not at all for any personal, family, household, or other noncommercial or farming or agricultural purposes. Mortgagor acknowledges that Mortgagee has made this Loan to Mortgagor in reliance upon the above representation. Said representation will survive the closing and repayment of the Loan.

4.10 Duplicate Originals.

This Mortgage may be executed in any number of duplicate originals and each such duplicate original shall be deemed to be an original.

4.11 Usury Laws.

This Mortgage, the Note, and the other Loan Documents are subject to the express condition that at no time shall Mortgagor be obligated or required to pay interest on the debt at a rate that could subject the holder of the Note to either civil or criminal liability as a result of being in excess of the maximum interest rate permitted by applicable law. If, by the terms of this Mortgage, the Note, or any other Loan Documents, Mortgagor is at any time required or obligated to pay interest on the debt at a rate in excess of such maximum rate, the rate of interest under the same shall be deemed to be immediately reduced to such maximum rate and the interest payable shall be computed at such maximum rate and all prior interest payments in excess of such maximum rate shall be applied and shall be deemed to have been payments in reduction of the principal balance of the Note.

4.12 Construction.

This Mortgage and the Note shall be construed without regard to any presumption or other rule requiring construction against the party causing this Mortgage and the Note to be drafted.

4.13 Sale of Loan Documents.

Mortgagee shall have the right to do any or all of the following at any time without prior notice to or the consent of Mortgagor or Guarantor: (a) to sell, transfer, pledge or assign any or all of Loan Documents, or any or all servicing rights with respect thereto; (b) to sell, transfer, pledge or assign participations in the Loan Documents ("Participations"); and (c) to issue mortgage pass-through certificates or other securities evidencing a beneficial interest in a rated or unrated public offering or private placement (the "Securities"). Mortgagee is authorized to forward or disclose to each purchaser, transferee, assignee, servicer, participant, or investor in such Participations or Securities (collectively, the "Investor") or any Rating Agency rating such Securities, each prospective Investor, and any organization maintaining databases on the underwriting and performance of commercial mortgage loans, all documents and information which Mortgagee now has or may hereafter acquire relating to the Loan and to Mortgagor or any Guarantor as Mortgagee determines to be necessary or desirable. Upon Mortgagee's request, Mortgagor shall reasonably cooperate with Mortgagee in connection with any of the transactions contemplated by this Section. Notwithstanding anything to the contrary contained in this Mortgage or any of the other Loan Documents, from and after the date of any sale, transfer or assignment of the Note and other Loan Documents by Mortgagee, any cross-default provision contained herein or in any other loan Documents shall terminate and shall be of no further force or effect.

4.14 Release and Mortgage.

If all of Mortgagor's obligations under the Loan Documents are paid in full in accordance with the terms of the Loan Documents and all amounts due under the Mortgage and accompanying Loan Documents are paid in full, no Default then exists hereunder and no Event of Default then exists under any other Loan Document, and if Mortgagor shall well and truly perform all of Mortgagor's covenants contained herein, then this conveyance shall become null and void and be released, and the Mortgaged Property shall be released to Mortgagor, at Mortgagor's request and expense. Mortgagor shall pay any recordation costs. Mortgagee may charge Mortgagor a fee for releasing this Mortgage, but only if the fee is paid to a third party for services rendered and the charging of the fee is permitted under applicable law.

4.15 Entire Agreement.

This Mortgage, together with the other Loan Documents executed in connection herewith, constitutes the entire agreement and understanding among the parties relating to the subject matter hereof and supersedes all prior proposals, negotiations, agreements, and understandings relating to such subject matter. In entering into this Mortgage, Mortgagor acknowledge that it is not relying on any representation, warranty, covenant, promise, assurance, or other statement of any kind made by Mortgagee or by any employee or agent of Mortgagee.

4.16 Post-Closing Compliance.

Mortgagor agrees, at the request of Mortgagee, to fully cooperate and adjust for clerical errors, omissions, mistakes, or corrections required on this Mortgage or any other Loan Documents if deemed necessary or desirable in the sole discretion of Mortgagee. Mortgagor does hereby so agree and covenant in order to ensure that this Mortgage and all other the Loan Documents will conform and be acceptable in

the instance of enforcement, transfer, sale or conveyance by Mortgagee or its interest in and to said Loan documentation.

4.17 State Specific Provisions.

4.17.1 Principles of Construction.

In the event of any inconsistencies between the terms and conditions of this Section 4.17 and the terms and conditions of this Mortgage, the terms and conditions of this Section 4.17 shall control and be binding.

Reserved

NOW, THEREFORE, if the Note and any Indebtedness, secured by this Mortgage shall be well and truly paid according to their tenor and if all the terms, covenants, conditions, and agreements of Mortgagor contained herein and in the Note and Loan Documents, shall be fully and faithfully performed, observed, and complied with, then this Mortgage deed shall be void, but shall otherwise remain in full force and effect.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]
(Signature Page Follows)

IN WITNESS WHEREOF, this Mortgage has been duly executed by Mortgagor as of the date first above written.

Signed, Sealed, and Delivered in the Presence of:

MORTGAGOR:

Logos Homes, Inc.,
a Maryland corporation

By: _____ (Seal)
Name: **Leonardo Da Rosa Mendes**
Title: **Authorized Signer**

WITNESS:

By: Jacquelyn D. Watt
Name: Jacquelyn D. WATT

By: [illegible]
Name: SIOICEVIC, NIKOLA

STATE OF FLORIDA)
COUNTY OF MIAMI-Dade)

On FEB 17, **2021**, before me, by means of ☑ physical presence or ☐ online notarization, the undersigned, personally appeared **Leonardo Da Rosa Mendes**, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he or she executed the same in his/her capacity as **Authorized Signer** of **Logos Homes, Inc., a Maryland corporation,** and that his/her signature on the instrument, the individual, or the person or entity on behalf of which the individual acted, executed the instrument.

(NOTARY SEAL)

Jacquelyn D. Watt
Notary Public Signature
Printed Name: Jacquelyn D. WATT

JACQUELYN D WATT
MY COMMISSION # GG 068199
EXPIRES April 24, 2021
Bonded Thru Budget Notary Services

SCHEDULE A

PROPERTY DESCRIPTION

THE LAND REFERRED TO HEREIN IS SITUATED IN **MIAMI-DADE** COUNTY, STATE OF **FLORIDA**, AND IS DESCRIBED AS FOLLOWS:

Lot 18, Block 6, Revised Plat Coral Gables Granada Section, according to the plat thereof as recorded in Plat Book 8, Page 113, Public Records of Miami-Dade County, Florida 03-4107-018-1061

Property commonly known as: 827 Ortega Avenue, Coral Gables, FL 33134.

FLORIDA DEPARTMENT of STATE DIVISION OF CORPORATIONS

Sunbiz.org DIVISION of CORPORATIONS an official State of Florida website

Department of State / Division of Corporations / Search Records / Search by Entity Name /

Detail by Entity Name

Foreign Limited Liability Company
LENDINGONE, LLC

Filing Information

Document Number	M14000008002
FEI/EIN Number	47-1760589
Date Filed	11/03/2014
State	DE
Status	ACTIVE
Last Event	LC NAME CHANGE
Event Date Filed	12/10/2015
Event Effective Date	NONE

Principal Address

901 NW 51st
Suite 150
BOCA RATON, FL 33431

Changed: 01/12/2017

Mailing Address

901 NW 51st
Suite 150
BOCA RATON, FL 33431

Changed: 01/12/2017

Registered Agent Name & Address

REGISTERED AGENTS INC
7901 4TH STREET NORTH
SUITE 300
ST.PETERSBURG, FL 33702

Address Changed: 03/25/2019

Authorized Person(s) Detail

Name & Address

Title MBR

GREEN, WILLIAM
901 NW 51st
Suite 150
BOCA RATON, FL 33431

Annual Reports

Report Year	Filed Date
2019	02/07/2019
2020	01/21/2020
2021	01/11/2021

Document Images

01/11/2021 -- ANNUAL REPORT	View image in PDF format
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01/08/2015 -- ANNUAL REPORT	View image in PDF format
11/03/2014 -- Foreign Limited	View image in PDF format

Department of State: Division of Corporations

Allowable Characters

HOME

Entity Details

THIS IS NOT A STATEMENT OF GOOD STANDING

File Number:	5608450	Incorporation Date / Formation Date:	9/22/2014 (mm/dd/yyyy)
Entity Name:	LENDINGONE, LLC		
Entity Kind:	Limited Liability Company	Entity Type:	General
Residency:	Domestic	State:	DELAWARE

REGISTERED AGENT INFORMATION

Name:	REGISTERED OFFICE SERVICE COMPANY		
Address:	614 N DUPONT HWY SUITE 210		
City:	DOVER	County:	Kent
State:	DE	Postal Code:	19901
Phone:	302-424-1996		

Additional Information is available for a fee. You can retrieve Status for a fee of $10.00 or more detailed information including current franchise tax assessment, current filing history and more for a fee of $20.00.

Would you like Status Status,Tax & History Information

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