



OFFICE OF THE PROPERTY APPRAISER

Summary Report

Generated On : 9/4/2019

Property Information	
Folio:	03-4129-041-0150
Property Address:	61 EDGEWATER DR Coral Gables, FL 33133-6956
Owner	JND EDGEWATER LLC
Mailing Address	6501 SW 85 ST MIAMI, FL 33143 USA
PA Primary Zone	5002 HOTELS & MOTELS - GENERAL High Density
Primary Land Use	0803 MULTIFAMILY 2-9 UNITS : MULTIFAMILY 3 OR MORE UNITS
Beds / Baths / Half	12 / 8 / 0
Floors	2
Living Units	8
Actual Area	Sq.Ft
Living Area	Sq.Ft
Adjusted Area	5,750 Sq.Ft
Lot Size	10,000 Sq.Ft
Year Built	1959



Assessment Information			
Year	2019	2018	2017
Land Value	\$600,000	\$570,238	\$450,000
Building Value	\$430,207	\$429,670	\$476,703
XF Value	\$0	\$0	\$0
Market Value	\$1,030,207	\$999,908	\$926,703
Assessed Value	\$1,030,207	\$999,908	\$926,703

Benefits Information				
Benefit	Type	2019	2018	2017
Note: Not all benefits are applicable to all Taxable Values (i.e. County, School Board, City, Regional).				

Short Legal Description
29-32 54 41
SUNRISE HARBOUR REV PL PB 65-22
LOT 15 BLK 1
LOT SIZE 10000 SQUARE FEET
OR 17596-3051 0497 1

Taxable Value Information			
	2019	2018	2017
County			
Exemption Value	\$0	\$0	\$0
Taxable Value	\$1,030,207	\$999,908	\$926,703
School Board			
Exemption Value	\$0	\$0	\$0
Taxable Value	\$1,030,207	\$999,908	\$926,703
City			
Exemption Value	\$0	\$0	\$0
Taxable Value	\$1,030,207	\$999,908	\$926,703
Regional			
Exemption Value	\$0	\$0	\$0
Taxable Value	\$1,030,207	\$999,908	\$926,703

Sales Information			
Previous Sale	Price	OR Book-Page	Qualification Description
06/26/2014	\$1,300,000	29212-0977	Qual by exam of deed
12/29/2010	\$500,000	27542-0357	Financial inst or "In Lieu of Foreclosure" stated
09/20/2010	\$496,903	27485-2749	Financial inst or "In Lieu of Foreclosure" stated
03/01/2004	\$1,280,000	22180-4542	Sales which are qualified

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

Version:

CITY'S

EXHIBIT

61 Edgewater Drive

<u>Owner (PA and deed address)</u> JND Edgewater LLC 6501 SW 85 St Miami, FL 33143-7937	<u>Owner (Sunbiz principal address)</u> JND Edgewater LLC 5921 SW 87 Street Miami, FL 33143-8153
<u>Owner (RA address)</u> JND Edgewater LLC AGI Registered Agents, Inc. c/o Registered Agent 1000 Brickell Ave, Ste 300 Miami, FL 33131-3002	<u>Mortgagee</u> First Bank Puerto Rico 701 Waterford Way, Ste 800 Miami, FL 33126-4684
<u>Mortgagee (FDIC address)</u> First Bank Puerto Rico 1519 Ave Ponce de Leon Santurce, PR 00909-1732	


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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
RC-19-09-3405	09/04/2019	61 EDGEWATER DR	BLDG RECERT / CRB	BUILDING RECERTIFICATION (1959) CONSTRUCTION REGULATION BOARD CASE #19-9153 AND UNSAFE STRUCTURES	approved			980.63
CE-18-08-3427	08/13/2018	61 EDGEWATER DR	CODE ENF TICKET PROCESS - NO RUNNING FINE	GOVQA - CE275770	final	08/15/2018	08/15/2018	0.00
CE-18-06-3396	06/11/2018	61 EDGEWATER DR	CODE ENF LIEN SEARCH	LIEN SEARCH	final	06/13/2018	06/13/2018	0.00
PS-15-10-5017	10/14/2015	61 EDGEWATER DR	TREE REMOVAL/MITIGATION	REMOVAL REQUEST DENIED. SUGGEST HAVING THE TREE TRIMMED BY A CERTIFIED ARBORIST. PLEASE CALL ME AT 305-460-5138 IF YOU HAVE ANY QUESTIONS. BOB BOBERMAN	approved			0.00
CE-15-05-4327	05/01/2015	61 EDGEWATER DR	CODE ENF LIEN SEARCH	LIEN SEARCH	final	05/07/2015	05/07/2015	0.00
CE-15-04-5228	04/23/2015	61 EDGEWATER DR	CODE ENF LIEN SEARCH	LIEN SEARCH	final	05/07/2015	05/07/2015	0.00
ZV-14-06-3902	06/24/2014	61 EDGEWATER DR	ZONING LETTER VERIFICATION	ZONING VERIFICATION LETTER	pending			0.00
CE-14-06-2487	06/07/2014	61 EDGEWATER DR	CODE ENF LIEN SEARCH	LIEN SEARCH RAPID	final	06/19/2014	06/19/2014	0.00
PU-14-05-3977	05/28/2014	61 EDGEWATER DR	PUBLIC RECORDS SEARCH	REQ COPY OF RECERTIFICATION	final	05/28/2014	05/28/2014	0.00
CE-13-04-0288	04/04/2013	61 EDGEWATER DR	CODE ENF TICKET PROCESS - NO RUNNING FINE	T44280 SEC 54-153CITY CODE (DAY TRASH ON SWALE 3 DAYS AFTER SCHEDULED PICK UP. PREVIOUS WARNING ISSUED 8/3/12	final	04/04/2013	06/05/2013	0.00
CE-12-08-0213	08/03/2012	61 EDGEWATER DR	CODE ENF WARNING PROCESS	WT9396 SEC 54-153 CITY CODE (DAY) TRASH ON SWALE 4 DAYS AFTER SCHEDULED PICK UP.	final	08/03/2012	08/03/2012	0.00
CE-12-03-7477	03/05/2012	61 EDGEWATER DR	CODE ENF LIEN SEARCH	LIEN SEARCH	final	03/05/2012	03/05/2012	0.00
CE-11-11-5391	11/09/2011	61 EDGEWATER DR	CODE ENF WARNING PROCESS	VERBAL WARNING SPOKE WITH MICHAEL GOMEZMETRO MCG (305) 322-3464 REGARDING THE PICKUP OF GARBAGE AT 6:30 AM. HE ALREADY SPOKE TO WASTE MGMT. HE WILL SEND DOCUMENTATION OF SUCH. ALSO ADVISED HIM OF THE SECURITY LIGHT COMPLAINT THAT WAS DEFLECTING INTO 73 EDGEWATER'S PROPERTY.	final	11/09/2011	11/09/2011	0.00

CITY'S

EXHIBIT

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				OFFICER INSPECTED AND COMPLAINT UNFOUNDED.				
ZN-11-08-7341	08/30/2011	61 EDGEWATER DR	PAINT / RESURFACE FL / CLEAN	PRESSURE CLEAN AND PAINT EXTERIOR WALLS SW GRAY SCREEN 7071, AND TRIM WHITE \$5000	final	08/31/2011	10/31/2011	0.00
CE-11-07-6336	07/12/2011	61 EDGEWATER DR	CODE ENF WARNING PROCESS	WT6420 105-84 CC (DMP) DUMPSTER NO PERMIT. OBTAIN PERMIT.SHEPPARD	final	07/12/2011	07/13/2011	0.00
CE-11-07-6335	07/12/2011	61 EDGEWATER DR	CODE ENF WARNING PROCESS	WT6421 54-117 CC (ROC) DUMPSTER IS NOT AN APPROVED CONTAINER ON FRANCHISE LIST APPROVED BY THE CITY. REMOVE CONTAINER	final	07/12/2011	07/13/2011	0.00
BL-11-03-5580	03/10/2011	61 EDGEWATER DR	DOOR/GARAGE DOOR/SHUTTER/WINDOW	WINDOWS, (52) DOORS (16) & RAILINGS \$30,000	final	06/14/2011	10/27/2011	0.00
AB-11-02-4869	02/09/2011	61 EDGEWATER DR	BOA COMPLETE (LESS THAN \$75,000)	TAKEOVER (STRUCTURAL) FINAL PRE WINDOWS, (52) DOORS (16) & RAILINGS \$30,000	final	02/09/2011	06/18/2014	0.00
PU-11-01-5395	01/25/2011	61 EDGEWATER DR	PUBLIC RECORDS SEARCH	REQ COPY OF PERMIT 15882B CRM INV 012360	final	01/26/2011	01/26/2011	0.00
CE-10-12-4743	12/22/2010	61 EDGEWATER DR	CODE ENF TICKET PROCESS DAILY RUNNING FINE	T37857 (CUV) 3-209 ZC FAILURE TO RENEW CERTIFICATE OF USE FOR "EDGEWATER ACQUISITIONS LLC" SEE ENCLOSED*****CANCEL PER TLS - NEW OWNERS - SPOKE TO KATHY ARGUINZONI AND ADVISED HER OF NEW OWNERSHIPS,*****	canceled	12/22/2010	07/26/2011	0.00
CE-10-12-4699	12/22/2010	61 EDGEWATER DR	CODE ENF LIEN SEARCH	LIEN SEARCH (61 EDGEWATER DR.)	final	12/29/2010	12/29/2010	0.00
CE-10-12-4624	12/21/2010	61 EDGEWATER DR	CODE ENF LIEN SEARCH	LIEN SEARCH (61 EDGEWATER DR.)	final	12/21/2010	12/21/2010	0.00
CE-10-05-3754	04/27/2010	61 EDGEWATER DR	CODE ENF WARNING PROCESS	WT3169 (LOT) 34-21 CC GRASS IS OVERGROWN. NEEDS TO BE CUT, EDGED, HEDGES/SHRUBS TRIMMED AND TRASH/DEAD DEBRIS REMOVED.	final	04/27/2010	08/20/2010	0.00

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



City of Coral Gables Fire Department

Fire Prevention Division

2815 Salzedo Street, Coral Gables, FL 33134
Fax (305) 460-5598

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

Occupant Name:	61 Edgewater Dr. Apartments - 8 units	Inspection Date:	1/22/2019
Address:	61 Edgewater Drive	Inspection Type:	AA-Tactical, Apartment / Condo
City:	Coral Gables	Inspected By:	Leonard Veight 305-460-5577 lveight@coralgables.com
Suite:		Occ. Sq. Ft.:	0
		Occupant Number:	193481

No violations noted at this time.

Company Representative:

Signature - COPIED SIGNATURE
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COPIED SIGNATURE - COPIED SIGNATURE
Signature valid only in mobile-eyes documents

No Signature
1/22/2019

Inspector:

Signature - COPIED SIGNATURE
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Signature valid only in mobile-eyes documents

Leonard Veight
1/22/2019

Ref: 77207

CITY'S

EXHIBIT

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The City of Coral Gables

Development Services Department

CITY HALL 405 BILTMORE WAY
CORAL GABLES, FLORIDA 33134

February 11, 2019

VIA CERTIFIED MAIL

7018 0680 0001 3977 4252

JND EDGEWATER LLC
6501 SW 85 ST
MIAMI, FL 33143

RE: 61 EDGEWATER DR
FOLIO # 03-4129-041-0150

Notice of Required Inspection For Recertification of 40 Years or Older Building

Dear Property Owner:

Per the Miami-Dade County Property Appraiser's office the above referenced property address is forty (40) years old, or older, having been built in 1959. In accordance with the Miami-Dade County Code, Chapter 8, Section 8-11(f), a Florida Registered Architect or Professional Engineer must inspect said building and a **completed Recertification Report ("Report")** must be submitted by you to this Department within **ninety (90) calendar days** from the **date of this letter**. A completed Report includes 1) cover letter(s) stating the structure meets (or does not meet) the electrical and structural requirements for recertification, 2) Building Structural Report, 3) Building Electrical Report, 4) Parking Lot Illumination Standards Form and 5) Parking Lot Guardrails Requirements Form; no additional documents or photographs are necessary. Note all paperwork submitted must be the original signed and sealed documents (no copies). Submittal of the Report does not constitute recertification; it must be approved by this Department and the Letter of Recertification must be issued.

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

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

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

The completed Report may be submitted Monday through Friday, 7:30 am to 3:20 pm to this Department.

Thank you for your prompt attention to this matter.

Manuel Z. Lopez, P.E.
Building Official

CITY'S Composite
EXHIBIT 4

[FAQs > \(https://www.usps.com/faqs/uspstracking-faqs.htm\)](https://www.usps.com/faqs/uspstracking-faqs.htm)

Track Another Package +

Tracking Number: 70180680000139774252

Remove X

Your item has been delivered to the original sender at 8:13 am on February 22, 2019 in MIAMI, FL 33134.



February 22, 2019 at 8:13 am
Delivered, To Original Sender
MIAMI, FL 33134

Feedback

Tracking History



February 22, 2019, 8:13 am
Delivered, To Original Sender
MIAMI, FL 33134

Your item has been delivered to the original sender at 8:13 am on February 22, 2019 in MIAMI, FL 33134.

February 22, 2019, 8:10 am
Available for Pickup
MIAMI, FL 33134

February 22, 2019, 12:54 am
Departed USPS Regional Facility
MIAMI FL DISTRIBUTION CENTER

February 21, 2019
In Transit to Next Facility

February 14, 2019, 9:14 am

Vacant

MIAMI, FL 33143

February 12, 2019, 7:41 pm

Arrived at USPS Regional Facility

MIAMI FL DISTRIBUTION CENTER

Product Information



See Less ^

Can't find what you're looking for?

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

FAQs (<https://www.usps.com/faqs/uspstracking-faqs.htm>)

Feedback

The easiest tracking number is the one you don't have to know.



The City of Coral Gables

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

5/16/2019

JND EDGEWATER LLC
6501 SW 85 ST
MIAMI, FL 33143

RE: 61 EDGEWATER DR
FOLIO # 03-4129-041-0150

Notice of Required Inspection For Recertification of 40 Years or Older Building - **SECOND NOTICE**

Dear Property Owner:

In a certified letter dated February 11, 2019, this Department notified you the property referenced above requires Building Recertification pursuant to Miami-Dade County Code, Chapter 8, Section 8-11(f). The letter informed you it was necessary to submit to this Department a completed Report prepared by a licensed architect or engineer within ninety (90) calendar days certifying the structure meets the requirements for recertification provided under the Minimum Inspection Procedural Guidelines for Building Recertification. Please be advised the submittal of the Report is overdue and the **structure has been deemed unsafe** due to non-compliance. This may result in the revocation of the Certificate of Occupancy, as well as, being subject to other penalties as provided in the Code.

A completed Report includes: 1) cover letter(s) stating the structure meets the electrical and structural requirements for recertification from a Florida Registered Architect or Professional Engineer that inspects said building, 2) Building Structural Report, 3) Building Electrical Report, 4) Parking Lot Illumination Standards Form and 5) Parking Lot Guardrails Requirements Form; no additional documents or photographs are necessary. Note all paperwork submitted must be the original signed and sealed documents (no copies). In order to avoid delays submit the completed Report in person in order to calculate all fees accordingly.

Failure to submit the completed Report within thirty (30) calendar days from the date of this Notice will result in forwarding the matter to the City's Construction Regulation Board for further review and determination; additional fees will be incurred at that time. The completed Report may be submitted Monday through Friday, 7:30am to 2:30pm to this Department. Contact Belkys Garcia at bgarcia@coralgables.com if any questions regarding this matter.

Please govern yourself accordingly.

Sincerely,

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

Manuel Z. Lopez, P.E.
Building Official



The City of Coral Gables

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

6/19/2019

JND EDGEWATER LLC
6501 SW 85 ST
MIAMI, FL 33143

RE: 61 EDGEWATER DR
FOLIO # 03-4129-041-0150

Notice of Required Inspection For Recertification of 40 Years or Older Building – **FINAL NOTICE**

Dear Property Owner:

In a certified letter dated February 11, 2019, this Department notified you the property referenced above requires Building Recertification pursuant to Miami-Dade County Code, Chapter 8, Section 8-11(f). A Second Notice, dated May 16, 2019, informed you it was necessary to submit to this Department a completed Report prepared by a licensed architect or engineer within thirty (30) calendar days certifying the structure meets the requirements for recertification provided under the Minimum Inspection Procedural Guidelines for Building Recertification. As of this date, the completed Report has not been submitted and the **structure is presumed unsafe** due to non-compliance.

A completed Report includes: 1) cover letter(s) stating the structure meets the electrical and structural requirements for recertification from a Florida Registered Architect or Professional Engineer that inspects said building, 2) Building Structural Report, 3) Building Electrical Report, 4) Parking Lot Illumination Standards Form and 5) Parking Lot Guardrails Requirements Form; no additional documents or photographs are necessary. Note all paperwork submitted must be the original signed and sealed documents (no copies).

Please be advised **the matter will be forwarded to the City's Construction Regulation Board ("Board")**; a \$600.00 Administrative Fee will be imposed once the Case is scheduled. The Board may impose additional fines of \$250.00 for each day the violation continues, it may also enter an order of revocation of the Certificate of Occupancy and/or demolition and assess all costs of the proceedings along with the cost of demolition and any other required action for which the City shall have a lien against the Property Owner and the Property. The completed Report may be submitted Monday through Friday, 7:30 am to 2:30 pm to this Department. Contact Belkys Garcia at bgarcia@coralgables.com if any questions regarding this matter.

Please govern yourself accordingly.

Sincerely,

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

Manuel Z. Lopez, P.E.
Building Official

BEFORE THE CONSTRUCTION REGULATION BOARD
FOR THE CITY OF CORAL GABLES

CITY OF CORAL GABLES,
Petitioner,

Case No. 19-9153

vs.

JND EDGEWATER LLC
6501 S.W. 85th Street
Miami, Florida 33143-7937

Return receipt number:

7018 2290 0001 6693 8356

Respondent.

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

Date: September 23, 2019

Re: **61 Edgewater Drive**, Coral Gables, Florida 33133-6956 and legally described as Lot 15, Block 1, of SUNRISE HARBOUR REV PL, according to the Plat thereof, as recorded in Plat Book 65, Page 22, of the Public Records of Miami-Dade County, Florida; and having folio number 03-4129-041-0150 ("Property").

The City of Coral Gables ("City") Building Official has inspected the records relating to the Structure in accordance with Article III, Chapter 105 of the City Code, pertaining to unsafe structures, and Section 8-11 of the Miami-Dade County Code, as applicable in the City, pertaining to existing buildings. **The Structure is hereby declared unsafe** by the Building Official and is presumed unsafe pursuant to Section 105-1 86(j)(13) of the City Code for failure to timely comply with the maintenance and recertification requirements of the Florida Building Code or Section 8-11 of the Miami-Dade County Code.

Therefore, this matter is set for hearing before the City's Construction Regulation Board ("Board") in the Commission Chambers, City Hall, 405 Biltmore Way, 2nd Floor, Coral Gables, Florida 33134, on October 7, 2019, at 2:00 p.m.

You may appeal the decision of the Building Official to the Board by appearing at the hearing. You have the right to be represented by an attorney and may present and question witnesses and evidence; however, formal rules of evidence shall not apply. Failure to appear at the hearing will result in the matter being heard in your absence. Please be advised that if someone other than an attorney will be attending the hearing on your behalf, he or she must provide a power of attorney from you at the time of the hearing. Requests for continuance must be made in writing to Belkys Garcia, Secretary to the Board, at City of Coral Gables, Development Services Department, 405 Biltmore Way, 3rd Floor, Coral Gables, FL 33134, bgarcia@coralgables.com, tel: (305) 460-5229. The Development Services Department's hours are Monday through Friday, 7:30 a.m. to 2:30 p.m.

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

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

Please govern yourself accordingly.


Belkys Garcia, Secretary to the Board

ADA NOTICES

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

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

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

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

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

c:

JND Edgewater LLC, 5921 S.W. 87th Street, Miami, Florida 33143-8153

JND Edgewater LLC, AGI Registered Agents, Inc., 1000 Brickell Avenue, Suite 300, Miami, Florida 33131-3002

First Bank Puerto Rico, 701 Waterford Way, Suite 800, Miami, Florida 33126-4684

First Bank Puerto Rico, 1519 Ave Ponce de Leon, Santurce, Puerto Rico 00909-1732



CITY OF CORAL GABLES
DEVELOPMENT SERVICES DEPARTMENT
Affidavit of Posting

Case #: 19-9153

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

I, FRANCISCO P. FERNANDEZ, DO HEREBY SWEAR/AFFIRM THAT
THE AFOREMENTIONED NOTICE WAS PERSONALLY POSTED, BY ME, AT THE
ADDRESS OF 61 Edgewater Drive, ON 9-23-19
AT 10:25 AM.

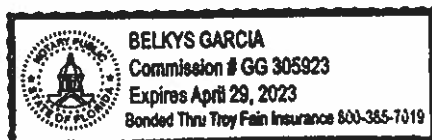
Francisco P. Fernandez
Employee's Printed Name
FRANCISCO P. FERNANDEZ

Francisco P. Fernandez
Employee's Signature

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

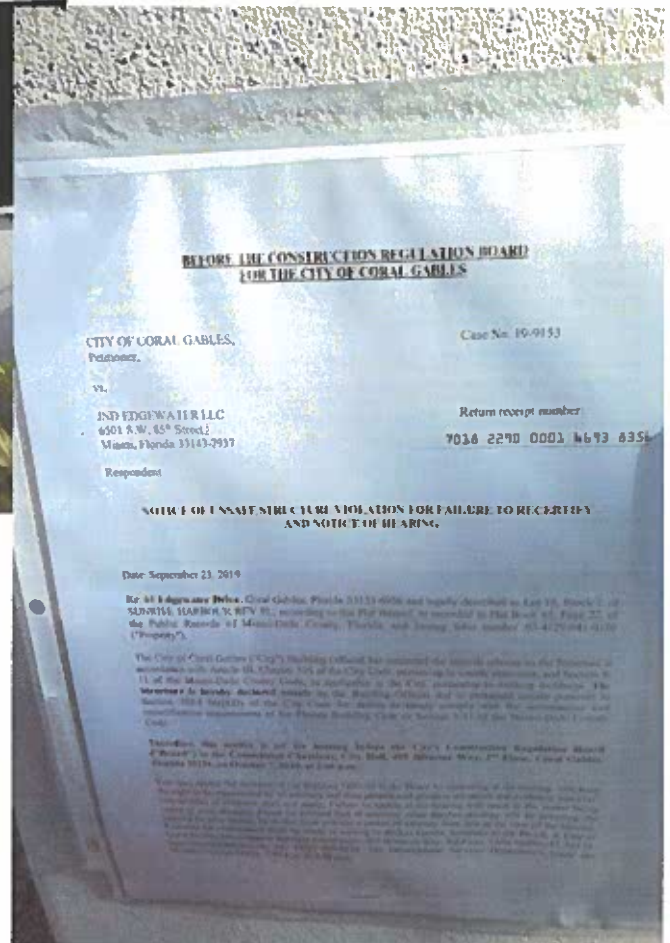
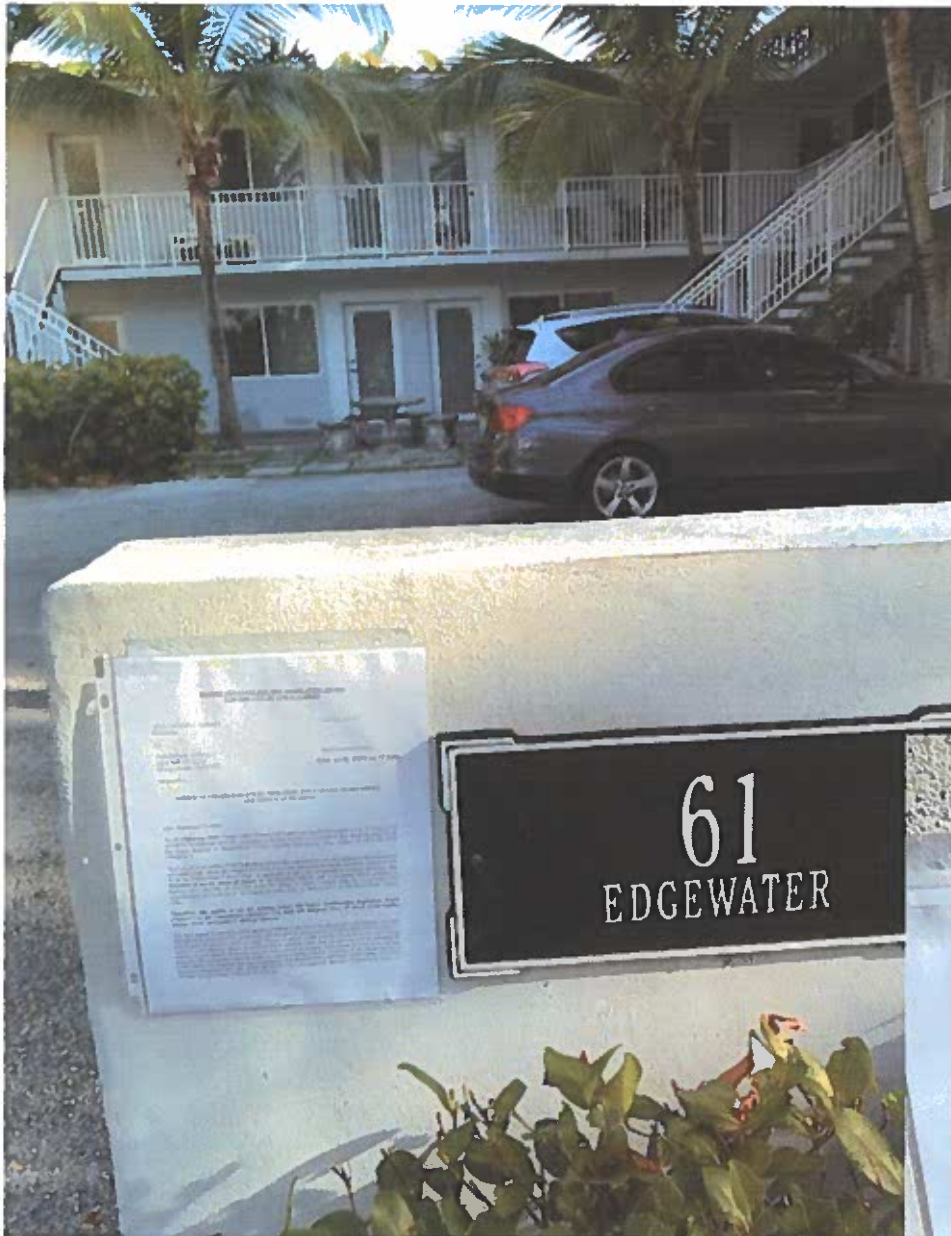
Sworn to (or affirmed) and subscribed before me this 23rd day of September, in
the year 2019, by Francisco Fernandez who is personally known to
me.

My Commission Expires:



Belkys Garcia
Notary Public

61 EDGEWATER DRIVE





CFN 2014R0463590
OR Bk 29212 Pgs 0977 - 978; (2pgs)
RECORDED 06/30/2014 15:05:17
DEED DOC TAX 7,800.00
SURTAX 5,850.00
HARVEY RUVIN, CLERK OF COURT
MIAMI-DADE COUNTY, FLORIDA

This Instrument prepared by:

Vivian de las Cuevas-Diaz, Esq.
Holland & Knight, LLP
701 Brickell Avenue, Suite 3000
Miami, Florida 33131

Return to:

Robert R. Adams, Esq.
Adams Gallinar, PA
1000 Brickell Ave., # 300
Miami, Florida 33131

WARRANTY DEED

THIS WARRANTY DEED, made and executed this 26th day of June 2014, by METRO MCG PROPERTIES, INC., a Florida corporation, whose mailing address is 2 NE 1st Street, Miami, FL 33132 ("Grantor") to JND Edgewater, LLC, a Florida limited liability company, whose mailing address is 6501 SW 85th Street, Miami, FL 33143 ("Grantee").

WITNESSETH:

That Grantor, for and in consideration of the sum of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration, the receipt whereof is hereby acknowledged, does hereby grant, bargain, sell, alien, remise, release, convey and confirm unto Grantee, Grantee's heirs, successor and assigns forever, the real property (the "Property") located in Miami-Dade County, Florida, and more particularly described as:

Lot 15, Block 1, of REVISED PLAT OF SUNRISE HARBOUR,
according to the Plat thereof, as recorded in Plat Book 65, Page 22, of the
Public Records of Miami-Dade County, Florida.

Folio No. 03-4129-041-0150

SUBJECT TO:

1. Covenants, restrictions, and public utility easements of record, without intending to reimpose same.
2. Real estate taxes for the current year and all subsequent years.
3. Existing zoning and governmental regulations.

TOGETHER with all the tenements, hereditaments and appurtenances belonging or in any way appertaining to the Property.

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

AND GRANTOR hereby covenants with Grantee that Grantor is lawfully seized of the Property in fee simple; that Grantor has good right and lawful authority to sell and convey the

Warranty Deed.docx

2 of 2

Property, and hereby warrants the title to the Property and will defend the same against the lawful claims of all persons whomsoever.

IN WITNESS WHEREOF, Grantor has executed this Warranty Deed as of the day and year set forth above.

Signed, sealed and delivered
in the presence of:

Witnesses:

Grantor:
METRO MCG PROPERTIES, INC., a
Florida corporation

By: [Signature]
MICHAEL GOMEZ, President

[Signature]
Print Name: LUISA GURIEL

[Signature]
Print Name: Orlando Horta

STATE OF FLORIDA

COUNTY OF MIAMI-DADE

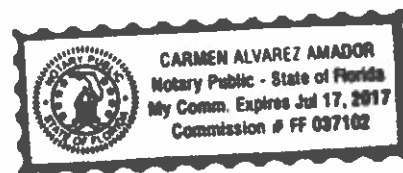
The foregoing instrument was acknowledged before me this 26 day of June, 2014, by MICHAEL GOMEZ, as President of METRO MCG PROPERTIES, INC., a Florida corporation, who is personally known to me or has produced _____ as identification.

[SEAL]

[Signature]
Signature of Notary Public
Notary Public, State of Florida

Carmen Alvarez Amador
Printed Name of Notary Public

My Commission Expires: 7/17/17



2

#30595889_v2

2



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Detail by Entity Name

Florida Limited Liability Company
JND EDGEWATER, LLC

Filing Information

Document Number	L14000096691
FE/EIN Number	47-1122077
Date Filed	06/16/2014
State	FL
Status	ACTIVE
Last Event	LC AMENDMENT
Event Date Filed	06/23/2014
Event Effective Date	NONE

Principal Address

5921 SW 87 Street
MIAMI, FL 33143

Changed: 04/04/2015

Mailing Address

1000 BRICKELL AVENUE
SUITE 300
MIAMI, FL 33131

Registered Agent Name & Address

AGI REGISTERED AGENTS, INC.
1000 BRICKELL AVENUE
SUITE 300
MIAMI, FL 33131

Authorized Person(s) Detail

Name & Address

Title MGR

MELOW, LAWRENCE R

5921 SW 87 Street
MIAMI, FL 33143

Annual Reports

Report Year	Filed Date
2017	04/10/2017
2018	03/27/2018
2019	04/01/2019

Document Images

04/01/2019 -- ANNUAL REPORT	View image in PDF format
03/27/2018 -- ANNUAL REPORT	View image in PDF format
04/10/2017 -- ANNUAL REPORT	View image in PDF format
03/16/2016 -- ANNUAL REPORT	View image in PDF format
04/04/2015 -- ANNUAL REPORT	View image in PDF format
06/23/2014 -- LC Amendment	View image in PDF format
06/16/2014 -- Florida Limited Liability	View image in PDF format

This instrument prepared by:
Lani Capote-Dull, Esq.
Capote & Capote, P.A.
1111 Brickell Avenue, Suite 2200
Miami, Florida 33131

CFN: 20180429896 BOOK 31062 PAGE 3922
DATE 07/18/2018 09:05:44 AM
MTG DOC 3,542.00
INTANGIBLE 2,024.00
HARVEY RUVIN, CLERK OF COURT, MIA-DADE CTY

**FLORIDA REAL ESTATE MORTGAGE, ASSIGNMENT OF LEASES AND RENTS AND
SECURITY AGREEMENT**

Date: June 21, 2018

Mortgagor: JND Edgewater, LLC, a Florida limited liability company
5921 S.W. 87th Street
Miami, Florida 33143

Mortgagee: FirstBank Puerto Rico, a banking corporation organized under the laws of
the commonwealth of Puerto Rico, successor by merger with FirstBank
Florida, doing business in Florida as FirstBank Florida
701 Waterford Way, Suite 800
Miami, Florida 33126

Initial indebtedness secured hereby: \$1,012,000.00

Date final payment due: June 21, 2028

**Maximum principal indebtedness, including future advances, that may
be secured hereby at any one time: \$2,024,000.00**

WITNESSETH:

To secure the payment, performance and observance by Mortgagor of that certain Promissory Note executed by Mortgagor and THE BARROS CORPORATION, a Florida corporation, in favor of Mortgagee (the "Note"), this Florida Real Estate Mortgage, Assignment of Leases and Rents and Security Agreement (hereinafter the "Mortgage"), a Loan Agreement (the "Loan Agreement") and all other documents and instruments delivered to Mortgagee in connection with the loan secured hereby (collectively, the "Loan Documents"), and further to secure the payment of all other indebtedness described in Section 3.06 below and to charge the properties, interests and rights hereinafter described with such payment, performance and observance ("the Loan") and for and in consideration of the sum of Ten and No/100 Dollars (\$10.00), to Mortgagor duly paid by Mortgagee, and for other valuable consideration, Mortgagor hereby executes and delivers this Mortgage and grants, bargains, sells, mortgages and assigns to Mortgagee and its successors and assigns forever, all of the following-described real estate, properties, interests and rights (all hereinafter referred to as the "Mortgaged Property"), to wit:

THE MORTGAGED PROPERTY

- a) All that certain parcel of land in Miami-Dade County, Florida (hereinafter called the "Land") described as follows:

See **Exhibit "A"** attached hereto and made a part hereof.

- b) All buildings, structures and improvements now or hereafter situated upon the Mortgaged Property; the abstract of title covering the Mortgaged Property; all inventory, together with any proceeds thereof and any replacements thereof, that are now or may hereafter be located and situate on the Mortgaged Property; all and singular the tenements, hereditaments, easements, and appurtenances belonging or in any way appertaining to the Mortgaged Property; the rents, issues, revenues and profits of the Mortgaged Property; all the estate, right, title, interest, and all claims and demands whatsoever, as well in law as in equity of the Mortgagor in and to the Mortgaged Property, and every part and parcel thereof; the hazard insurance policy covering the Mortgaged Property together with any and all extensions and replacements thereof, and any and all rights thereunder; and any and all rights of subrogation provided by the Mortgage, or arising thereunder; monies in any escrow accounts established or accrued pursuant to the Mortgage; all of the right, title and interest of the Mortgagor in and to all unearned premiums accrued, accruing or to accrue under any and all insurance policies now or hereafter insuring the Mortgaged Property, or any part thereof; any property or other thing for value acquired with or paid for by any future or further advances pursuant to the Mortgage;
- c) Any and all tangible property (collectively, the "Equipment") now or hereafter owned by Mortgagor and now or hereafter located at, affixed to, placed upon or used in connection with the Mortgaged Property or any present or future improvements thereon, including without limitations: all machinery, equipment, appliances, fixtures, conduits and systems for generating or distributing air, water, heat, air conditioning electricity, light, fuel or refrigeration, or for ventilating or sanitary purposes, or for the exclusion of vermin or insects, or for the removal of dust, refuse, sewage or garbage, or for fire prevention or extinguishing; all elevators, escalators, lifts and dumb-waiters; all motors, engines, generators, compressors, pumps, lift stations, tanks, boilers, water heaters, furnaces and incinerators; all furniture, furnishings, fixtures, appliances, installations, partitions, shelving, cabinets, lockers, vaults and wall safes; all carpets, carpeting, rugs, under padding, linoleum, tiles, mirrors, wall coverings, windows, storm doors, awnings, canopies, shades, screens, blinds, draperies and related hardware, chandeliers and light fixtures; all plumbing, sinks, basins, toilets, faucets, pipes, sprinklers, disposals, laundry appliances and equipment, and kitchen appliances and equipment; all alarms, safety, electronic, telephone, music, entertainment and communications equipment and systems; all janitorial, maintenance, cleaning, window washings, vacuuming, landscaping, pool and recreational equipment and supplies; and any other items of property, wherever kept or stored, if acquired by Mortgagor with the intent of incorporating them in and/or using them in connection with the Mortgaged Property or any improvements to the Mortgaged Property; together also with all additions thereto and replacements and proceeds thereof;

- d) (a) Any and all awards or payments, including interest thereon and the right to receive the same, growing out of or resulting from any exercise of the power of eminent domain (including the taking of all or any part of the Mortgaged Property and/or the Equipment), or any alteration of the grade of any street upon which the Mortgaged Property butts, or any other injury to, taking of, or decrease in the value of the Mortgaged Property and/or the Equipment or any part thereof; (b) any unearned premiums on any hazard, casualty, liability, flood or other insurance policy carried for the benefit of Mortgagor and/or Secured Party with respect to the Mortgaged Property and/or the Equipment together with the right to receive any payment, award of proceeds payable to Mortgagor under said insurance policies; (c) all rights of Mortgagor in and to all supplies and materials delivered to or located upon the Mortgaged Property or elsewhere and used or usable in connection with the construction of refurbishing of improvements on the Mortgaged Property; and (d) all rights of Mortgagor in, to, under, by virtue of, arising from or growing out of any and all present or future contracts, instruments, accounts, insurance policies, permits, licenses, tradenames, plans, appraisals, reports, paid fees, choses-in-action, subdivision restrictions or declaration or other intangibles whatsoever now or hereafter dealing with, affecting or concerning the Mortgaged Property, the improvements thereto, or any portion thereof or interest therein, including but not limited to: (i) all license and franchise agreements, and any and all modifications, amendments, extensions, renewals and substitution thereof, (ii) all liquor licenses, (iii) all governmental permits and/or licenses issued in connection with the use, operation and/or occupancy of any improvements on the Mortgaged Property and any business operations conducted thereon, (iv) all contracts, plans and permits for or related to the Mortgaged Property or its development or the construction or refurbishing of improvements on the Mortgaged Property, (v) any agreements for the provision of utilities to the Mortgaged Property, (vi) all payment, performance and/or other bonds, (vii) any contracts now existing or hereafter made for the sale by Mortgagor of all or any portion of the Mortgaged Property and/or the Equipment, including any deposits paid by any purchasers (howsoever such deposits may be held) and any proceeds of such sales contracts, including any purchase money notes and mortgages made by such purchasers, and (viii) any declaration of condominium, restrictions, covenants, easements or similar documents now or hereafter recorded against the title to all or any portion of the Mortgaged Property; and
- e) All of Mortgagor's rights to encumber the Mortgaged Property further for debt.
- f) Any and all judgments, awards, settlements or payments, including interest thereon, and the right to receive the same, as a result of a taking of, or decrease in the value of the Mortgaged Property, or any damage to any rights appurtenant thereto.
- g) Any and all architectural plans and specifications, governmental licenses and permits, rights to zoning or other development orders or agreements approved and issued by appropriate governmental agencies;
- h) All of the right, title and interest of the Mortgagor in and to any trade names, names of businesses, or fictitious names of any kind used in conjunction with the operation of any business or endeavor located on the Mortgaged Property.

TO HAVE AND TO HOLD the Mortgaged Property and all parts thereof unto Mortgagee, its successors and assigns, to its proper use and benefit forever, subject however to the terms and conditions hereof.

PROVIDED HOWEVER, that if Mortgagor shall pay in full to Mortgagee the principal and interest due under the Note, as and when stipulated therein, without any deduction or credit, and shall perform and observe the covenants and promises in the Note and in this Mortgage without delay, then this Mortgage shall cease, terminate and be void.

AND Mortgagor covenants with and agrees with Mortgagee as follows:

ARTICLE ONE

PARTICULAR COVENANTS OF MORTGAGOR

1.01 Performance of Note and Mortgage. Mortgagor shall perform, observe and comply with all the provisions of the Note, this Mortgage and the Loan Documents and shall duly and promptly pay to Mortgagee principal and interest due under the Note, and all other sums required to be paid by Mortgagor pursuant to the provisions of this Mortgage and the Note, without any deductions or credit for taxes or any other charges paid by Mortgagor.

1.02 Warranty of Title. At the time of the execution and delivery of this Mortgage, Mortgagor is seized of an indefeasible estate in fee simple in the Mortgaged Property, has good and marketable title and has good right, full power and lawful authority to convey and mortgage the same; that the same is free and clear of all liens, charges and encumbrances and that Mortgagor warrants and will forever defend the title thereto. Mortgagor shall maintain title to the Mortgaged Property, including any additions or replacements thereto free and clear of all security interests, liens and encumbrances, other than as provided by this Mortgage.

1.03 Taxes, Liens, and Utility Charges.

(a) Mortgagor shall pay, when due and payable, all taxes, assessments (general or special) and other charges levied on or assessed, imposed, or made against the Mortgaged Property, as well as on this Mortgage, the Note or any interest of Mortgagee in the Mortgaged Property, and the obligations secured hereby. Mortgagor covenants and agrees to deliver to the Mortgagee, before March 31 of each year, tax receipts evidencing the payment of all taxes upon the Mortgaged Property for the preceding calendar year; to deliver to Mortgagee receipts evidencing the payment of all liens, levies, charges and assessments for public improvements within thirty (30) days after same become due and payable; and to pay or discharge within thirty (30) days after the due date, any and all governmental levies that may be made on the Mortgaged Property, on this Mortgage or the Note or in any other way resulting from the indebtedness secured by this Mortgage.

(b) Mortgagor shall not permit any mechanics', statutory or other lien to be created or to remain outstanding upon any of the Mortgaged Property and shall cause same to be released and discharged, or transferred to bond as permitted by law, within ten (10) days of its filing.

(c) If required by Mortgagee, Mortgagor shall pay to Mortgagee on the first day of each month an amount equal to one twelfth (1/12) or such proportionate share of the yearly taxes and assessments as estimated by Mortgagee to be sufficient to enable Mortgagee to pay at least thirty (30) days before they become due, all taxes, assessments and other charges against the Mortgaged Property or any part thereof. Such added payment shall not be, nor be deemed to be, trust funds, but may be commingled with the general funds of Mortgagee, and no interest shall be payable in respect thereof. Upon demand of Mortgagee, Mortgagor agrees to deliver to Mortgagee such additional monies as are required to make up any deficiencies in the amounts necessary to enable Mortgagee to pay such taxes, assessments or charges. In the event of a default by Mortgagor in the performance of any of the terms, covenants and conditions in this Mortgage or the Note secured hereby, Mortgagee may apply to the reduction of the principal sum or to any interest or other sums secured hereby, in such manner as Mortgagee shall determine, any amount under this Paragraph 1.03(c) remaining to Mortgagor's credit.

(d) Mortgagor shall pay when due and will not suffer to remain outstanding, (i) all charges for utilities, whether public or private, with respect to the Mortgaged Property and (ii) all payments required under the terms of any other mortgage encumbering the Mortgaged Property.

(e) Mortgagor shall pay when due to any maintenance or homeowners' association of which the Mortgaged Property now is or hereafter becomes a part of, all association maintenance fees, charges and assessments due or to become due on the Mortgaged Property. Mortgagor covenants and agrees to deliver to Mortgagee upon Mortgagee's request, a receipt evidencing payment of said fees, charges and assessments within ten (10) days after same become due and payable.

1.04 No Tax Credits. Mortgagor may not claim or be entitled to receive any credit on the principal or interest payable under the terms of the Note or on any other sums secured hereby, for so much of the taxes, assessments or similar impositions assessed against the Mortgaged Property or any part thereof, as are applicable to the indebtedness secured hereby or to Mortgagee's interest in the Mortgaged Property. No deduction shall be claimed from the taxable value of the Mortgaged Property or any part thereof by reason of the Note or Mortgage.

1.05 Insurance.

(a) Mortgagor shall at its sole expense obtain and deliver to, and maintain for the benefit of, Mortgagor until the Note is paid in full, public liability insurance in such amounts as may be required by Mortgagee from time to time. Mortgagor shall pay promptly when due, all premiums on the insurance policies and renewals.

(b) Mortgagor shall keep the improvements now existing or hereafter erected on the Mortgaged Property insured against loss by fire and other hazards, casualties, and contingencies, including but not limited to flood, storm or other catastrophe in an amount not less than the full replacement value thereof, until the Note is paid in full, and to pay promptly when due, all premiums on such insurance policies or renewals. All insurance shall be carried on companies approved by Mortgagee as to financial standing according to guidelines adopted from time to time

by Mortgagee and shall have attached thereto loss payable clauses in favor of and in form acceptable to Mortgagee. At least thirty (30) days prior to the expiration date of all such policies, renewals thereof satisfactory to Mortgagee shall be delivered to Mortgagee. Mortgagor shall deliver to Mortgagee receipts evidencing the payment of all such insurance policies and renewals. The delivery of the insurance policies shall constitute an assignment, as further security, of all unearned premiums. In the event of loss, Mortgagor will give immediate notice by mail to Mortgagee and Mortgagee may make proof of loss if not made promptly by Mortgagor, and each insurance company concerned is hereby authorized and directed to make payment for such loss directly to Mortgagee instead of to Mortgagor and Mortgagee jointly, and the insurance proceeds or any part thereof may be applied by Mortgagee at its option either to the reduction of the indebtedness hereby secured or to the restoration or repair of the property damage. In the event of foreclosure of this Mortgage or other transfer of title to the Mortgaged Property in extinguishment of the indebtedness secured hereby, all right, title and interest of Mortgagor in and to any insurance policies then in force shall pass to the purchaser or grantee.

(c) If required by Mortgagee, Mortgagor shall pay to Mortgagee on the first day of each month until the Note is fully paid, an amount equal to one-twelfth (1/12) or such proportionate share of the yearly premiums for insurance as shall enable Mortgagee to pay for the insurance premiums when due. Such added payments shall not be, nor be deemed to be, trust funds, but may be commingled with the general funds of Mortgagee, and no interest shall be payable with respect thereof. Upon demand of Mortgagee, Mortgagor agrees to deliver to Mortgagee such additional monies as are necessary to make up any deficiencies in the amounts necessary to enable Mortgagee to pay such insurance premiums when due.

1.06 Condemnation. If all or any part of the Mortgaged Property is damaged or taken through condemnation (which term shall include any damage or taking by any governmental authority and any transfer by private sale in lieu thereof), either temporarily or permanently, Mortgagee shall be entitled to all compensation, awards and other payments or relief therefor and 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 condemnation and to settle or compromise any claim in connection therewith. All such compensation, awards, damages, claims, rights of action and proceeds and the right thereto are hereby absolutely assigned by Mortgagor to Mortgagee, who, after deducting therefrom all its expenses, including attorney's fees (at trial and all appeals), may release any monies so received by it without affecting the lien of this Mortgage or may apply the same in such manner as Mortgagee shall determine, to the reduction of the sums secured hereby and to any charge herein provided, and any balance of such monies then remaining shall be paid to Mortgagor. Mortgagor agrees to execute such further assignments of any compensation, awards, damages, claims, rights of action and proceeds as Mortgagee may require.

1.07 Care of the Property.

(a) Mortgagor shall preserve and maintain the Mortgaged Property in good condition and repair. Mortgagor shall not remove or demolish any building presently on or hereafter existing on the Land without the written consent of the Mortgagee. Mortgagor shall not permit, commit or suffer any waste or deterioration of the Mortgaged Property or any part thereof, and will

not take or permit to be taken any action which increases the risk of fire, hazard or casualty to the Mortgaged Property or any part thereof.

(b) Mortgagee and its representatives and agents are hereby authorized to enter upon and inspect the Mortgaged Property at any time during normal business hours until the Note is fully paid.

(c) Mortgagor shall promptly comply with all present and future laws, ordinances, rules and regulations of any governmental authority affecting the Mortgaged Property or any part thereof and with all easements, agreements, restrictive covenants and conditions that may be applicable to the Mortgaged Property or any part thereof.

(d) If part of the Mortgaged Property is physically damaged through condemnation, casualty, or other means, Mortgagor will immediately notify Mortgagee and promptly restore, repair or alter the remaining property in a manner satisfactory to Mortgagee, regardless of whether or not there shall be any insurance proceeds therefor. If any work required to be performed hereunder shall involve an estimated expenditure of more than Ten Thousand and No/100 Dollars (\$10,000.00), no such work shall be undertaken until plans and specifications therefor, prepared by an architect or engineer satisfactory to Mortgagee, have been submitted to and approved by Mortgagee.

1.08 Further Assurances: After Acquired Property. At any time upon request by Mortgagee, Mortgagor shall make, execute and deliver to Mortgagee and, where appropriate, cause to be recorded or filed in such offices and places as required by Mortgagee, any and all such other and further mortgages, financing statements, instruments of further assurance, certificates and other documents as may, in the opinion of Mortgagee be reasonably necessary or desirable to effectuate, complete, perfect, enlarge or to continue and preserve (a) the obligation of Mortgagor under the Note and this Mortgage and (b) the lien of this Mortgage as a first and prior lien upon all of the Mortgaged Property. The lien hereof will automatically attach, without further act, to all after-acquired property attached to and/or used in the operation of the Mortgaged Property or any part thereof.

1.09 Expenses. Mortgagor shall pay or reimburse Mortgagee for all attorneys' fees, whether or not suit is filed, before and during trial and through all appeals, and all costs and expenses incurred by Mortgagee (a) in any action, proceeding or dispute of any kind in which Mortgagee is made a party or appears as a party plaintiff or defendant, affecting the Note, Mortgage, Mortgagor or the Mortgaged Property, including but not limited to the foreclosure of this Mortgage, any condemnation action involving the Mortgaged Property or any action to protect the security hereof, (b) to preserve or protect the security or lien of this Mortgage or obtain repayment of the indebtedness secured hereby, and (c) in any action or matter requested by or on behalf of Mortgagor or from Mortgagee; and any such amounts paid by Mortgagee shall be added to the indebtedness and secured by the lien of this Mortgage. Any amounts due hereunder shall be payable on demand, together with interest at the same rate as provided by the Note secured by this Mortgage.

1.10 Mortgagee's Performance of Defaults. If Mortgagor shall default in the payment of any tax or other imposition, in its obligation to furnish insurance hereunder, in the correction, removal,

remediation or clean up of any hazardous or toxic materials or other possible or actual contamination, or in the performance or observance of any other covenant, condition or term of this Mortgage, Mortgagee may, but is not obligated to, pay, perform or observe the same, and all payments made and costs or expenses incurred by Mortgagee in connection therewith shall be secured by this Mortgage and shall be payable upon demand, together with interest at the same rate as provided by the Note. 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 or term, without thereby becoming liable to the Mortgagor or any person in possession holding under the Mortgagor.

1.11 Material Adverse Effect: The effect of any event or circumstance that, taken alone or in conjunction with other events or circumstances, at the sole reasonable discretion of the Mortgagee, (a) has or could be reasonably expected to have an effect on the business, operations, Properties, prospects or condition (financial or otherwise) of any Mortgagor, Borrower or Guarantor under the Loan Agreement, on the value of any material Collateral, on the enforceability of any Loan Document(s), or on the validity or priority of Mortgagee's Lien(s) on any Collateral; or (b) impairs the ability of any Mortgagor, Borrower or Guarantor from performing any obligations under the Loan Documents, including but not limited to repayment of any obligations thereunder; or (c) can reasonably be expected to cause Mortgagor's or Borrower's non-compliance in respect to the Debt Service Coverage Ratio (or Fixed Charge Coverage Ratio) as set forth in the Loan Documents; or (d) otherwise may impair the ability of Mortgagee to enforce or collect any obligation(s) or to realize upon any Collateral shall be considered a material adverse effect ("**Material Adverse Effect**") on the Loan and shall avail Mortgagee to the remedies set forth in the Loan Documents.

1.12 Assignment of Leases Affecting Mortgaged Property.

(a) As further security for the repayment of the Loan, Mortgagor hereby absolutely, presently, irrevocably and unconditionally grants, assigns and transfers to Mortgagee:

(i) All of Mortgagor's present and future right, title, interest and estate in, to and under all rents, income, issues and profits of the Mortgaged Property and all right, title and interest of Mortgagor in and under all leases and tenancies and occupancy agreements of any nature whatsoever (and any extensions and renewals thereof) whether now owned or hereafter acquired affecting the Mortgaged Property (the "**Leases and/or Rents**").

(ii) the absolute, present, irrevocable and unconditional right to receive, collect and possess all Rents without the need for Court intervention or order.

(iii) Notwithstanding, Mortgagee grants to Mortgagor a revocable license to collect and receive the Rents as they become due, and to retain, use and apply the Rents to the payment of the Secured Indebtedness and the costs and expenses incurred in connection with the operation and maintenance and the other Loan Documents. Upon the occurrence of either a Material Adverse Effect and/or an Event of Default, the License will automatically revoke, and Mortgagee, upon providing written notice, shall be entitled to collect and receive all such Leases and Rents, without the need for Court intervention or order.

(b) This Assignment constitutes an absolute, present, irrevocable and unconditional assignment of the Leases and Rents to Mortgagee and not merely a collateral assignment of, or the grant of a lien or security interest in or on, the Leases and Rents. Such grant, Assignment and transfer shall not be construed to: (i) bind Mortgagee to the performance of any of the covenants, conditions or provisions contained in any Lease or otherwise impose any obligation upon Mortgagee; or (ii) create, or operate to place or impose, any responsibility, obligation or liability upon Mortgagee for: (A) the control, care, maintenance, management or repair of the Premises; (B) any dangerous or defective condition of the Premises, including, without limitation, the presence of any environmental contamination or conditions; (C) any waste committed on the Premises by any Person(s); and/or (D) any negligence in the management, upkeep, repair or control of the Premises.

(c) From and after the occurrence of a Material Adverse Effect and/or an Event of Default:

(i) the revocable license granted to Mortgagor pursuant to Section 1.12(a)(3) shall immediately and automatically, with or without notice from Mortgagee, cease and terminate and shall be void and of no further force or effect;

(ii) Mortgagee shall immediately and automatically be entitled to receive, collect and possess all Rents (whether or not Mortgagee enters upon or takes control of the Premises or has a receiver appointed for the Premises or takes any other action, at the sole reasonable discretion of the Lender), as hereinafter provided in this Assignment;

(iii) Mortgagor shall, immediately upon written demand by Mortgagee, notify in writing all Tenants under the Leases, with a copy to Lender, that all Rents due thereunder shall be paid to Lender and deposited in a lockbox or other controlled account at the discretion of the Lender. Should Mortgagor fail to notify the Tenants in writing within five (5) business days' Notice by Mortgagee, Mortgagee shall have the absolute right to directly notify the Tenants in compliance herewith without the need for court intervention or order.

(d) Mortgagor hereby empowers Mortgagee, its agents or attorneys, to demand, collect, sue for, receive, settle, compromise and give acquittances for all of the rents that may become due under the Leases and to avail itself of and pursue all remedies for the enforcement of the Leases and Mortgagor's rights thereunder that Mortgagor could have pursued but for this assignment. Mortgagee is hereby vested with full power and authority to use all measures, legal and equitable, deemed necessary or proper by Mortgagee to enforce this assignment, to collect the rents so assigned, and/or to cure any default and perform any covenant of Mortgagor as the landlord under any Leases, including without limitation the right to enter upon all or any part of the Units and to take possession thereof to the extent necessary to exercise such powers. Mortgagee shall have the right (but not the obligation) to advance any sums necessary to exercise such powers, which sums shall bear interest, shall be paid and shall be secured as provided in paragraph 3.04. Mortgagor hereby empowers Mortgagee to use and apply all such rents and other income of the Mortgaged Property to the payment of the Loan and all interest thereon and any other indebtedness or liability of Mortgagor to Mortgagee, and to the payment of the costs of

managing and operating the Mortgaged Property, including without limitation: (i) taxes, special assessments, insurance premiums, damage claims, and the costs of maintaining, repairing, rebuilding, restoring and making rentable any or all of the Mortgaged Property; (ii) all sums advanced by Mortgagee (with interest thereon) for the payment of such costs or for any other reason permitted by this Mortgage or any other Loan Document; and (iii) all costs, expenses and attorney's fees incurred by Mortgagee in connection with the enforcement of this Mortgage and/or any Lease; all in such order of priority as Mortgagee may deem appropriate in its sole discretion.

(e) Mortgagee shall not be obliged to press any of the rights or claims of Mortgagor assigned hereby, nor to perform or carry out any of the obligations of the landlord under any Lease, and Mortgagee assumes no duty or liability whatsoever in connection with or arising from or growing out of the covenants of Mortgagor in any Lease. This Mortgage shall not operate to make Mortgagee responsible for the control, care, management or repair of all or any part of the Mortgaged Property, nor shall it operate to make Mortgagee liable for (i) the performance or carrying out of any of the terms or conditions of any Lease, (ii) any waste of the Mortgaged Property by any tenant or any other person, (iii) any dangerous or defective condition of the Mortgaged Property, nor (iv) any negligence in the management, upkeep, repair or control of all or any part of the Mortgaged Property resulting in loss or injury or death to any tenant, licensee, employee or stranger. Mortgagor hereby indemnifies and holds Mortgagee harmless against any and all liability, loss, claim, damage, costs and attorney's fees whatsoever which Mortgagee may or might incur under any Lease or by reason of this assignment, and against any and all claims or demands whatsoever (and any related costs and attorneys' fees) which may be asserted against Mortgagee by reason of any alleged obligations or undertakings on its part to perform or discharge any of the terms, covenants or agreements contained in any Lease. Nothing herein contained shall be construed as constituting Mortgagee a trustee or mortgagee in possession.

(f) Mortgagor shall promptly deliver to Mortgagee a true, correct and complete copy of each Lease as and when Mortgagor shall enter into the same, and Mortgagor shall procure and deliver to Mortgagee estoppel letters or certificates from each tenant, in form and substance satisfactory to Mortgagee, within thirty (30) days after Mortgagee's request therefor. Mortgagor hereby represents and warrants to Mortgagee (and shall be deemed to have represented and warranted to Mortgagee upon and as of the date of delivering to Mortgagee a copy of each Lease), except as previously or concurrently disclosed to and approved by Mortgagee in writing: (i) that each such copy delivered (or to be delivered) to Mortgagee is true, correct and complete; (ii) that Mortgagor is the sole owner of the entire landlord's interest in each Lease and has not previously assigned or pledged any Lease or any interest therein to any person other than Mortgagee; (iii) that all the Leases are in full force and effect and have not been altered, modified or amended in any manner whatsoever; (iv) that each tenant thereunder has accepted that tenant's respective premises and is paying rent on a current basis; (v) that no default exists on the part of such tenants or on the part of Mortgagor as landlord in their respective performances of the terms, covenants, provisions and agreements contained in the Leases; (vi) that no rent has been paid by any of the tenants for more than two (2) months in advance; (vii) that Mortgagor is not indebted to any tenant in any manner whatsoever so as to give rise to any right of set-off against or reduction of the rents payable under any Lease; and (viii) that no payments of rents to accrue under any Lease has been or will be waived, released, reduced,

discounted or otherwise discharged or compromised by Mortgagor directly or indirectly, whether by assuming any tenant's obligations with respect to other premises or otherwise.

(g) Mortgagor covenants and agrees with Mortgagee: (i) that each Lease shall remain in full force and effect irrespective of any merger of the interests of the landlord and tenant thereunder; (ii) that without the prior written consent of Mortgagee, which it may grant or withhold in its sole discretion, Mortgagor shall not terminate, modify or amend any Lease or any guaranty thereof, nor grant any concessions in connection therewith (either orally or in writing) nor accept any surrender or cancellation thereof, and that any attempted termination, modification, amendment, concession, surrender or cancellation without such written consent shall be null and void; (iii) that Mortgagor shall not collect more than two (2) months rent, income and/or profits arising or accruing under any Lease in advance of the due date for the same, nor discount any future accruing rents, nor suffer or permit to arise in favor of any tenant any release of liability or any right to withhold payment of rent, nor take any action or permit any omission or exercise any right of election which would in any way impair the value of any Lease or diminish any tenant's liability thereunder or have the effect of terminating or shortening the stated term of any Lease; (iv) that Mortgagor shall perform all of Mortgagor's covenants and agreements as landlord under each Lease and shall promptly send Mortgagee copies of any notice of alleged default on the part of Mortgagor as landlord received from any tenant thereunder; (v) that if requested by Mortgagee, Mortgagor shall expeditiously and in good faith enforce the Leases and all remedies available to Mortgagor in case of default by the tenants thereunder; and (vi) that Mortgagor shall not execute any other assignment or pledge of any Lease or any interest therein or any of the rents thereunder, nor consent to any tenant's assignment of any Lease or any subletting thereunder, nor request, accept, consent to or agree to any subordination of any Lease to any mortgage other than this Mortgage now or hereafter affecting the Mortgaged Property.

(h) Although Mortgagor and Mortgagee intend that this instrument shall be a present assignment, it is expressly understood and agreed that so long as no Material Adverse Effect and/or Event of Default shall exist under the Note, this Mortgage or any other Loan Document, Mortgagor has a revocable license granted by Mortgagee and may collect assigned rents and profits for not more than two (2) months in advance of the accrual thereof, but upon the occurrence of any Material Adverse Effect and/or an Event of Default, and at any time during their continuance, all rights of Mortgagor to collect or receive rents or profits shall wholly terminate upon notice from Mortgagee. The tenants under all the Leases are hereby irrevocably authorized to rely upon and comply (and shall be fully protected in so doing), without the need for Court intervention or Court order, with any notice or demand by Mortgagee for the payment to Mortgagee of any rental or other sums which may be or thereafter become due under the Leases, or for the performance of any of the tenants' undertakings under the Leases, and none of them shall have any right or duty to inquire as to whether any default hereunder or under the Note or any Loan Document shall have actually occurred or is then existing.

(i) Mortgagor shall not grant any other lien or mortgage on all or any part of the Mortgaged Property or any interest therein, nor make any further assignment of the leases and rentals of the Mortgaged Property, without the prior written consent of Mortgagee, which Mortgagee may grant or withhold in its sole discretion; any such non-permitted lien or mortgage

or assignment by Mortgagor shall entitle Mortgagee to accelerate the maturity of the Loan and foreclose this Mortgage. Any such other lien or mortgage or assignment shall be junior to this Mortgage and to all permitted tenancies now or hereafter affecting the Mortgaged Property or any portion thereof and shall be subject to all renewals, extensions, modifications, releases, interest rate increases, future advances, changes or exchanges permitted by this Mortgage, all without the joinder or consent of such junior lienholder or mortgagee or assignee and without any obligation on Mortgagee's part to give notice of any kind thereto. Mortgagor shall maintain in good standing any other mortgage or encumbrance to secure debt affecting any part of the Mortgaged Property from time to time and shall not commit or permit or suffer to occur any default thereunder, nor shall Mortgagor accept any future advance under or modify the terms of any such mortgage or encumbrance which may then be superior to the lien of this Mortgage. Except for encumbrances permitted by Mortgagee, Mortgagor shall not commit or permit or suffer to occur any act or omission whereby any of the security represented by this Mortgage shall be impaired or threatened, or whereby any of the Mortgaged Property or any interest therein shall become subject to any attachment, judgment, lien, charge or other encumbrance whatsoever, and Mortgagor shall immediately cause any such attachment, judgment, lien, charge or other encumbrance to be discharged or otherwise bonded or transferred to other security. Mortgagor shall not directly or indirectly do anything or take any action which might prejudice any of the right, title or interest of Mortgagee in or to any of the Mortgaged Property or impose or create any direct or indirect obligation or liability on the part of Mortgagee with respect to any of the Mortgaged Property.

(j) Mortgagor shall comply with and observe its obligations as landlord under any and all existing and future leases affecting the Mortgaged Property or any part thereof. Mortgagor will furnish Mortgagee executed copies of all leases on said premises, and all leases hereafter entered into will be in form and substance acceptable to Mortgagee, irrespective of the length of the term of such proposed leases, and notwithstanding anything to the contrary in this Mortgage; the Mortgagee specifically reserves the right to approve all proposed lessees, as to financial capabilities or otherwise, as well as all of the terms of proposed leases, financial, legal or otherwise. Unless otherwise herein specifically provided, all leases shall be inferior and subordinate in all respects to the lien of this Mortgage, and the terms of each lease shall so provide. Mortgagor will not, without the express written consent of the Mortgagee, modify, surrender or terminate, either orally or in writing, any lease hereafter created upon the Mortgaged Property, nor will the Mortgagor permit an assignment or sub-lease without the express written consent of the Mortgagee. Mortgagor will not accept payment of rent in advance in excess of two months without the express written consent of the Mortgagee. Mortgagor will specifically assign to the Mortgagee as additional security any and all such leases, including, without limitations, all rents, royalties, deposits, issues and profits of the premises from time to time accruing, the parties hereto acknowledging that this Mortgage constitutes a general assignment of any and all such leases.

1.13 Defense By Mortgagor. At Mortgagee's option, Mortgagor shall appear in and defend any suit, action or proceeding which might in any way and in the sole judgment of Mortgagee affect the value of the Mortgaged Property, the priority of this Mortgage or the rights and powers of Mortgagee.

1.14 Time. Mortgagor agrees that time is of the essence hereof in connection with all obligations of Mortgagor herein, in the Note, the Loan Documents or any other instruments constituting additional security for the Note.

1.15 Estoppel Affidavits. The Mortgagor, within ten (10) days after written request from the Mortgagee, shall furnish a written statement, duly acknowledged, setting forth the unpaid principal of, and interest on, the Note and whether or not any offsets or defenses exist against such principal and interest. Upon request Mortgagee will provide to Mortgagor an estoppel letter setting forth the current unpaid principal balance and interest on the Note and whether any default exists thereunder.

1.16 Compliance with Environmental Requirements. Mortgagor shall, if at any time it is determined that there are materials located on the Land which, under any environmental law, order, rule or regulation require special handling in collection, storage, treatment, or disposal, take or cause to be taken, at its sole expense, such actions as may be necessary to comply with all environmental laws, orders, rules or regulations, including but not limited to all corrective, remedial and clean up measures required and shall diligently and expeditiously prosecute same to completion. Upon completion thereof, Mortgagor shall obtain and deliver to Mortgagee all documentation necessary to evidence that all required corrective measures have been taken and completed. If Mortgagor shall fail to take such action, Mortgagee may make advances or payments towards performance or satisfaction of the same but shall be under no obligation so to do; and all sums so advanced or paid, including all sums advanced or paid in connection with any judicial or administrative investigation or proceeding relating thereto, including, without limitation, reasonable attorneys' fees, fines, or other penalty payments, shall be at once repayable by Mortgagor and shall bear interest at the rates specified in the Note, from the date the same shall become due and payable until the date paid, and all sums so advanced or paid, with interest as aforesaid, shall become a part of the indebtedness secured hereby. Failure of Mortgagor to comply with all environmental laws, orders, rules or regulations shall constitute and be a default under this Mortgage.

1.17 Hazardous Materials. Mortgagor shall not permit or cause the Mortgaged Property to be used for the handling, storage, transportation, or disposal of hazardous or toxic materials. Mortgagor shall and hereby agrees to indemnify, defend, and hold Mortgagee harmless from and against any loss to Mortgagee, including without limitation attorneys' fees and expenses, incurred by Mortgagee as a result of any past, present or future use, handling, storage, transportation, or disposal of hazardous or toxic materials (including asbestos and radon) on or in connection with the Mortgaged Property. This indemnification shall survive the full payment and performance of the Note. Mortgagee, at its sole option and at Mortgagor's expense, may obtain at any time and from time to time so long as the Note remains unsatisfied, a report from a reputable environmental engineer of Mortgagee's choice for the purpose of determining whether the Mortgaged Property has been or presently is being used for the handling, storage, transportation, or disposal of hazardous or toxic materials. Said report may include a study of the existing improvements, surface and subsurface conditions of the Mortgaged Property and an analysis of the soil, including sufficient test borings to determine whether any contamination, asbestos or radon exists. In the event Mortgagee requests such a report and said report indicates the handling, storage, transportation, or disposal of hazardous or toxic materials, asbestos or radon, Mortgagee may require that all violations of law with respect to same be corrected and that Mortgagor obtain all necessary environmental permits

before Mortgagee shall fund any initial or subsequent advance under the Loan, at Mortgagee's sole option.

1.18 Appraisal. Mortgagee, at its sole and absolute discretion, in order to comply with its loan underwriting guidelines and criteria, and at Mortgagor's expense, may obtain at any time so long as any Loan amounts evidenced by the Note remain unpaid, an appraisal report from a certified appraiser selected by Mortgagee for the purpose of determining the value of the Mortgaged Property. Any amounts advanced by Mortgagee for said appraisals shall become a part of the indebtedness secured hereby. In the event said appraisal report indicates an appraised value that affects the Mortgagee's lending criteria for the Loan, Mortgagee shall demand that Mortgagor reduce the outstanding principal balance of the Loan to those amounts set forth and described in the Note.

1.19 Commitment Letter. Mortgagor agrees that it will fully perform, comply with and abide by each and every one of the terms, covenants and agreements contained and set forth in the certain Loan Commitment by and between the parties hereto, dated May 30, 2018, together with any further modifications or amendments thereof, relating to the Loan, executed copies of which are in the possession of the Mortgagor and Mortgagee. Any default under or breach by Mortgagor of said Loan Commitment and amendments thereto, if any, or other loan documents shall, at the option of the Mortgagee, be an Event of Default under the terms of this Mortgage.

ARTICLE TWO

DEFAULTS

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

(a) The failure of Mortgagor to fully and promptly pay as and when due any installment of principal or interest or other payment required to be paid under the Note or this Mortgage or pursuant to the Loan Documents.

(b) The failure of Mortgagor to duly, fully and promptly perform, execute, comply with and abide by each and every of the covenants, conditions or stipulations of this Mortgage, the Note or the Loan Documents or of any other indebtedness or obligation now or hereafter existing between Mortgagor and Mortgagee.

(c) The occurrence of an Event of Default under the Note or the Loan Documents.

(d) Mortgagor or any Mortgagor if more than one, shall (1) consent to the appointment of a receiver, trustee or liquidator of all or a substantial part of Mortgagor's assets; or (2) be adjudicated bankrupt or insolvent, or file a voluntary petition in bankruptcy, or admit in writing an inability to pay debts as they become due; or (3) make a general assignment for the benefit of creditors; or (4) file a petition or answer seeking reorganization or arrangement with creditors, or to take advantage of any insolvency law; or (5) file an answer admitting the material allegations of a petition filed against Mortgagor in any bankruptcy, reorganization or insolvency

proceeding; or (6) take any action for the purpose of effecting any of the foregoing; or (7) any order, judgment or decree shall be entered upon an application of a creditor or Mortgagor by any court approving a petition seeking appointment of a receiver or trustee of all or a substantial part of Mortgagor's assets.

(e) Any default in or the institution of foreclosure proceedings on any other mortgage encumbering the Mortgaged Property (whether or not permitted by Mortgagee; however, this provision shall not be deemed to constitute Mortgagee's consent to any other mortgage), or if any foreclosure proceeding is instituted on any lien of any kind affecting the Mortgaged Property.

(f) Breach of any warranty or untruth of any representation or warranty of Mortgagor contained in this Mortgage, the Note, the Loan Agreement, any other Loan Document, or any other instrument securing obligations thereof, or any other representation of Mortgagor to Mortgagee with respect to the obligations secured hereby, or in connection with any affidavit, certificate or other document made or given by or on behalf of Mortgagor to Mortgagee.

(g) The failure of Mortgagor to fully and promptly pay as and when due any other indebtedness or to perform any obligation of Mortgagor to Mortgagee.

2.02 Grace Periods. Mortgagor shall have a grace period of ten (10) days after the due date of any payment of interest, principal or other amount due under the Note or this Mortgage in which to make said payment and a period of thirty (30) days in which to comply with, or cure any breach of, any other covenant or obligation of Mortgagor under the Note and this Mortgage.

2.03 Acceleration of Maturity. If any Event of Default shall have occurred and be continuing, after the expiration of the applicable grace period, then without notice or demand, the said aggregate sum mentioned in the Note, less previous payments, if any, and all sums mentioned herein or secured hereby shall become due and payable forthwith or thereafter at the continuing option of Mortgagee as fully and completely as if said aggregate sum were originally stipulated to be paid at such time, anything in the Note or herein to the contrary notwithstanding, and Mortgagee shall be entitled thereupon and thereafter without notice or demand to institute suit at law or in equity to enforce the rights of Mortgagee hereunder or under the Note. In the event of any default or breach on the part of Mortgagor hereunder or under the Note, Mortgagee shall have the continuing option to enforce payment of all sums secured hereby by action at law on the Note or by suit in equity to foreclose this Mortgage, either or both, concurrently or otherwise, and one action or suit shall not abate or be a bar to or waiver of Mortgagee's right to institute or maintain the other, provided Mortgagee shall have only one payment and satisfaction of said indebtedness.

2.04 Mortgagee's Right to Enter and Take Possession, Operate and Apply Income.

(a) If an Event of Default shall have occurred and be continuing, Mortgagor agrees that upon demand of Mortgagee, Mortgagor shall forthwith surrender to Mortgagee and Mortgagee shall have the right to take actual and exclusive possession of the Mortgaged Property.

(b) If Mortgagor shall for any reason fail to surrender or deliver any such Mortgaged Property or any part thereof after such demand by Mortgagee, Mortgagee may obtain a judgment or

decree conferring on Mortgagee the right to immediate possession or requiring Mortgagor to deliver immediate possession of all or part of such Mortgaged Property to Mortgagee, and Mortgagor hereby specifically consents to the entry of such judgment or decree.

(c) Upon every such entering upon or taking of possession, Mortgagee may hold, store, use, operate, manage and control the Mortgaged Property and conduct the business thereof as Mortgagee deems proper or desirable and as Mortgagee may in its sole discretion determine to be to its best advantage. Mortgagee may collect and receive all the income, deposits, rents, issues and profits of the same, including those past due as well as those accruing thereafter, and after deducting: (i) all expenses of taking, holding, managing and operating the Mortgaged Property (including compensation, including attorneys' fees, for the services of all persons employed for such purposes); (ii) the cost of all maintenance, repairs, replacements, additions, improvements and purchases; (iii) the payment of taxes, assessments, charges and insurance premiums; (iv) and all other charges and expenses of the Mortgaged Property or any part thereof; and shall apply the remainder of the monies so received by Mortgagee, first to the payment of accrued interest; and then to the payment of principal or any other indebtedness that may be due hereunder or under the Note.

(d) Whenever the entire indebtedness, interest and other sums secured hereby shall have been paid and all defaults made good, Mortgagee shall surrender possession of the Mortgaged Property to Mortgagor, its successors or assigns. The same right of taking possession, however, shall exist if any subsequent Event of Default shall occur and be continuing.

2.05 Receiver. If any Event of Default shall have occurred and be continuing, Mortgagee shall be entitled, as a matter of strict right and without regard to the value or occupancy of the security, to have a receiver appointed to enter upon and take possession of the Mortgaged Property, collect the rents and profits therefrom and apply the same as the court may direct, such receiver to have all the rights and powers permitted under the laws of Florida. The expenses, including receiver's fees, attorney's fees (at trial and all appeals), costs and agent's compensation, incurred pursuant to the powers herein contained shall be secured hereby. The right to enter and take possession of said property, to manage and operate the same, to collect the rents, issues and profits thereof, whether by a receiver or otherwise, shall be cumulative to any other right or remedy hereunder afforded by law and may be exercised concurrent therewith or independently thereof. Mortgagee shall be liable to account only for such rents, issues and profits actually received by Mortgagee whether received pursuant to this Paragraph 2.05 or the preceding Paragraph 2.04. Notwithstanding the appointment of any receiver, trustee or other custodian, Mortgagee shall be entitled as pledgee to the possession and control of any cash or other instruments at the time held by Mortgagee or payable or deliverable under the terms of this Mortgage to Mortgagee.

2.06 Mortgagee's Power of Enforcement. If an Event of Default shall have occurred and be continuing, Mortgagee may, either with or without entry or taking possession as hereinabove provided or otherwise, proceed by suit or suits at law or in equity or by any other appropriate proceeding or remedy (a) to enforce payment of the Note or the performance of any term hereof or any other right, (b) to foreclose this Mortgage and to sell, as an entirety or in separate units, lots or parcels, the Mortgaged Property, under the judgment or decree of a court or courts of competent jurisdiction and (c) to pursue any other remedy available to it, all as Mortgagee shall deem most effectual for such purpose. Upon commencement of suit or foreclosure of this Mortgage, the unpaid

principal of the Note, if not previously declared due and the interest accrued thereon, shall at once become and be immediately due and payable.

2.07 Waiver of Appraisalment, Valuation, Stay, Extension and Redemption Laws. The Mortgagor agrees to the full extent permitted by law, that in case of a default on its part hereunder, neither the Mortgagor nor anyone claiming through or under it shall or will set up, claim or seek to take advantage of any appraisalment, valuation, stay, extension or redemption laws now or hereafter in force, in order to prevent or hinder the enforcement or foreclosure of this Mortgage, or the absolute sale of the property hereby conveyed, to the final and absolute putting into possession thereof, immediately after such sale; the purchasers thereof, and the Mortgagor, for itself and all who may at any time claim through or under it, hereby waives to the full extent that it may lawfully do so, the benefit of all such laws, and any and all right to have the assets comprised in the security intended to be created hereby marshalled upon any foreclosure of the lien hereof and agrees that the Mortgagee or any court having jurisdiction to foreclose such lien may sell the Mortgaged Property as an entirety.

2.08 Purchase by Mortgagee. Upon any such foreclosure sale pursuant to judicial proceedings, Mortgagee may bid for and purchase the Mortgaged Property and, upon compliance with the terms of sale, may hold, retain and possess and dispose of such property in its own absolute right without further accountability.

2.09 Suits to Protect the Mortgaged Property. Mortgagee shall have power (a) to institute and maintain such suits and proceedings as it may deem expedient to prevent any impairment of the Mortgaged Property by any acts which may be unlawful or any violation of the Mortgage, (b) to preserve or protect its interest in the Mortgaged Property and in the income, revenues, rents and profits arising therefrom and (c) to restrain the enforcement of or compliance with any legislation or other government enactment, rule or order that may be unconstitutional or otherwise invalid, if the enforcement of or compliance with such enactment, rule or order would impair the security hereunder or be prejudicial to the interest of Mortgagee. All payments made or costs or expenses incurred by Mortgagee in connection therewith shall be secured hereby and shall be immediately repaid by Mortgagor to Mortgagee, with interest thereon at the same rate as provided by the Note secured by this Mortgage.

2.10 Deficiency. In case of a foreclosure sale of any of the Mortgaged Property and of the application of the proceeds of sale to the payment of the debt hereby secured, Mortgagee shall be entitled to enforce payment of and to receive all amounts then remaining due and unpaid upon the Note, and Mortgagee shall be entitled to recover judgment for any portion of the debt remaining unpaid, with interest. Any monies thus collected by Mortgagee or received by Mortgagee under this Paragraph 2.10 shall be applied as follows:

(a) to the payment of the compensation, expenses and disbursements of the agents and attorneys of Mortgagee; and

(b) toward payment of the amounts due and unpaid upon the Note and this Mortgage; and

(c) toward payment of all other indebtedness due and owing under any other security instruments that may be secured hereunder.

2.11 No Waivers. No delay or omission of Mortgagee or of any holder of the Note to exercise any right, power or remedy accruing upon any default shall exhaust or impair any such right, power or remedy or shall be construed to be a waiver of any such default or acquiescence therein. No waiver of any default hereunder shall extend to or shall affect any subsequent or any other then existing default or shall impair any rights, powers or remedies consequent thereon. If Mortgagee grants any forbearance, consent, modification, waiver or agreement, any such act or omission shall not release, discharge, modify, change or affect the original liability under the Note, Mortgage or otherwise of Mortgagor or any subsequent purchaser of the Mortgaged Property or any part thereof or any maker, co-signer, endorser, surety or guarantor; nor shall any such act or omission preclude Mortgagee from exercising any right, power or privilege herein granted. In the event of the sale or transfer by operation of law or otherwise of all or any part of the Mortgaged Property, Mortgagee without notice to any person or corporation, is hereby authorized and empowered to deal with any such vendee or transferee with reference to the Mortgaged Property or the indebtedness secured hereby or with reference to any of the terms or conditions hereof, as fully and to the same extent as it might deal with the original parties hereto and without in any way releasing or discharging any of the liabilities or undertakings hereunder.

2.12 Discontinuance of Proceedings - Position of Parties Restored. In case Mortgagee shall have proceeded to enforce any right or remedy under this Mortgage by foreclosure, entry or otherwise and such proceedings shall have been discontinued or abandoned for any reason or shall have been determined adversely to Mortgagee, then and in every such case Mortgagor and Mortgagee shall be restored to their former positions and rights hereunder and all rights, powers and remedies of Mortgagee shall continue as if no such proceeding had been taken.

2.13 Remedies Cumulative. No right, power or remedy conferred upon or reserved to Mortgagee by this Mortgage is intended to be exclusive of any other right, power or 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 now or hereafter existing at law or in equity or by statute.

2.14 Subrogation. The Mortgagee is hereby subrogated to the claims and liens of all parties whose claims or liens are discharged or paid with the proceeds of the indebtedness secured by this Mortgage.

ARTICLE THREE

ADDITIONAL COVENANTS

3.01 Security Interest. This instrument also serves as a Security Agreement and Mortgagor hereby grants to Mortgagee a security interest in favor of Mortgagee under the Florida Uniform Commercial Code in the Mortgaged Property. Mortgagee shall have all rights, privileges and remedies including notice of a secured party under the Florida Uniform Commercial Code, without limitation upon the rights and remedies created under and accorded Mortgagee by this Mortgage, it

being understood that the rights and remedies of Mortgagee under the Florida Uniform Commercial Code shall be cumulative and in addition to all other rights and remedies of Mortgagee. It is expressly agreed, in accordance with the provisions of the Florida Uniform Commercial Code, that five (5) days notice by Mortgagee to Mortgagor shall be deemed to be reasonable notice under any provision of the Florida Uniform Commercial Code requiring such notice; provided, that Mortgagee may at its option dispose of the collateral in accordance with Mortgagee's rights and remedies in respect to the real property, pursuant to the provisions of this Mortgage, in lieu of proceeding under the Florida Uniform Commercial Code.

3.02 Further Liens. Notwithstanding any other provision hereof, Mortgagor covenants that the Mortgaged Property shall not be further encumbered by the lien of any other mortgage or other burden without the prior written consent of Mortgagee. Any further encumbrance made without written consent of Mortgagee may be deemed an Event of Default.

3.03 No Sale or Transfer. It is understood and agreed by Mortgagor that as part of the inducement to Mortgagee to make the loan evidenced by the Note, Mortgagee has considered and relied on the credit worthiness and reliability of Mortgagor. Mortgagor covenants and agrees not to sell, convey, transfer, lease for more than five (5) years, enter into any management agreement, or further encumber any interest in or any part of the Mortgaged Property without the prior written consent of the Mortgagee, and any such sale, conveyance, transfer, lease or encumbrance made without Mortgagee's prior written consent shall constitute an Event of Default hereunder. A contract to deed or agreement for deed or assignment of beneficial interest in any land trust shall constitute a transfer pursuant to the provisions of this paragraph. It is further understood and agreed that any sale, conveyance or pledge of any interest of the Mortgagor to any other entity, individual, firm, partnership or corporation shall be deemed an Event of Default hereunder. If any person should obtain an interest in all or any part of the Mortgaged Property, pursuant to the execution or enforcement of any lien, security interest or other right, whether superior, equal or subordinate to this Mortgage or the lien hereof, such event shall be deemed to be a transfer by Mortgagor and an Event of Default hereunder.

3.04 Future Advances. In addition to all other indebtedness secured by the first lien of this Mortgage, this Mortgage shall also secure and constitute a first lien on the Mortgaged Property for all future advances made by Mortgagee to Mortgagor for any purpose, plus interest thereon, within twenty (20) years from the date hereof to the same extent as if such advances were made on the date of the execution of this Mortgage. This paragraph shall not be construed to imply or impose any obligation on Mortgagee to make any future advance, it being the intention of the parties that the making of any future advance shall be solely at Mortgagee's option and discretion. The maximum principal indebtedness that may be secured hereby shall not exceed the amount provided for on page 1 of this Mortgage and Security Agreement.

3.05 Marshalling of Assets. To the extent permitted by law, Mortgagor on its own behalf and on behalf of its successors and assigns, hereby expressly waives all rights to require a marshalling of assets by Mortgagee or to require Mortgagee, upon a foreclosure, to first resort to the sale of any portion of the Mortgaged Property which might have been retained by Mortgagor before foreclosure upon and selling of any other portion as may be conveyed by Mortgagor subject to this Mortgage.

3.06 Secured Indebtedness. In addition to all other indebtedness secured by this Mortgage, this Mortgage shall also secure all other indebtedness of each Mortgagor, of each maker of the Note, and of each guarantor of the loan evidenced by the Note, to Mortgagee, however and whenever incurred or evidenced, whether primary or secondary, direct or indirect, absolute or contingent, sole, joint or several, due or to become due, or which may be here after contracted, incurred or acquired, whether arising in the ordinary course of business or otherwise.

3.07 WAIVER OF JURY TRIAL. MORTGAGOR AND MORTGAGEE HEREBY KNOWINGLY, VOLUNTARILY, AND INTENTIONALLY, WAIVE THE RIGHT WHICH EITHER MAY HAVE TO TRIAL BY JURY IN RESPECT OF ANY ACTION, PROCEEDING, LITIGATION OR COUNTERCLAIM BASED HEREON, OR ARISING OUT OF, UNDER, ON OR IN CONNECTION WITH THIS MORTGAGE, THE LOAN SECURED HEREBY AND ANY AGREEMENT CONTEMPLATED TO BE EXECUTED IN CONJUNCTION THEREWITH, OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS (WHETHER VERBAL OR WRITTEN) OR ACTIONS OF EITHER PARTY. THIS PROVISION IS A MATERIAL INDUCEMENT FOR THE MORTGAGEE EXTENDING CREDIT TO MORTGAGOR.

3.08 Financial Statements. Mortgagor agrees to deliver annually to the Mortgagee financial statements of all Guarantors, co-makers and endorers within one hundred twenty (120) days of the close of each of the parties' fiscal year. Mortgagor acknowledges and agrees that this provision is a material consideration of the granting of the indebtedness secured by this Mortgage, and that if any of the Guarantors, co-makers and endorers fail or refuse to deliver such financial statements, that such failure constitutes an Event of Default, and the Mortgagee may, at its option, elect to accelerate the remaining unpaid principal balance due and payable on the Note, together with all accrued interest, as if the Mortgagor had defaulted in a payment due and payable under the terms of the Note. The form of the financial statements shall be subject to approval by Mortgagee and shall include such supplemental schedules as Mortgagee may reasonably require.

ARTICLE FOUR

MISCELLANEOUS PROVISIONS

4.01 Successors and Assigns Included in Parties. Whenever in this Mortgage one of the parties hereto is named or referred to, the personal representatives, beneficiaries, 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 by or on behalf of Mortgagee shall bind and inure to the benefit of their respective personal representatives, beneficiaries, successors and assigns, whether so expressed or not. The term "Mortgagor" shall be deemed to include any future owner of the Mortgaged Property.

4.02 Addresses for Notices, etc. Any notice, demand or other instrument authorized by this Mortgage to be served on or given to either party shall be served or given at the addresses set forth

at the beginning of this Mortgage unless either party notifies the other in writing of an address change.

4.03 Maximum Rate of Interest. Nothing herein contained, or in the Note shall be construed or operate to require the Mortgagor, Maker, or any person liable for the payment of the loan made pursuant to said Note, to pay interest in an amount or at a rate greater than the maximum allowed by applicable law as amended from time to time. Should any interest or other charges in the nature of the interest paid by the Mortgagor, Maker or any parties liable for the payment of said loan, result in the computation or earning of interest in excess of the maximum rate of interest allowed by applicable law, then any and all such excess shall be and the same is hereby waived by the holder hereof, and all such excess shall be automatically credited against and in reduction of the principal balance, and any portion of said excess which exceeds the principal balance shall be paid by the holder hereof to the Mortgagor, Maker or any parties liable for the payment of the loan, made pursuant to said Note, it being the intent of the parties hereto that under no circumstances shall the Mortgagor, Maker or any parties liable for the payment of the loan, be required to pay interest in excess of the maximum rate allowed by law, as amended from time to time.

4.04 Florida Contract. This Mortgage is made by Mortgagor and accepted by Mortgagee in the State of Florida, with reference to the laws of such state, and shall be construed, interpreted, enforced and governed by and in accordance with such laws, and Federal Law, in the event (and only in the event) Federal Law preempts State Law.

4.05 Headings, etc. The headings of the Articles, Paragraphs and Subparagraphs of this Mortgage are for convenience of reference only, are not to be considered a part hereof and shall not limit or otherwise affect any of the terms hereof.

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

4.07 Time is of the Essence. It is specifically agreed that time is of the essence of this Mortgage and that no waiver of any obligation hereunder or of the obligation secured hereby shall at any time thereafter be held to be a waiver of the terms hereof or of the instrument secured hereby.

4.08 Attorneys' Fees and Expenses. Wherever provision is made herein for payment of reasonable attorneys' or counsels' fees or expenses incurred by the Mortgagee, said provision shall include, but not be limited to, reasonable attorneys' or counsels' fees or expenses incurred in any and all judicial, bankruptcy, reorganization, administrative, or other proceedings, including appellate proceedings, whether such proceedings arise before or after entry of a final judgment.

4.09 Changes, etc. Neither this Mortgage nor any term hereof may be changed, waived, discharged or terminated orally, but only by an instrument in writing signed by the party against which enforcement of the change, waiver, discharge or termination is sought. Any agreement

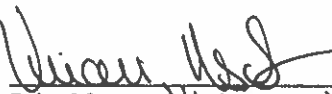
hereafter made by Mortgagor and Mortgagee relating to this Mortgage shall be superior to the rights of the holder of any intervening lien or encumbrance.

4.10 Relationship of Parties. Mortgagor acknowledges that the relationship between Mortgagee and Mortgagor is strictly limited to that of debtor and creditor. Mortgagee has not accepted or assumed any duty or obligation, fiduciary or otherwise, to or on behalf of Mortgagor which is not expressly contained herein. Mortgagor has not solicited and Mortgagee has not offered or given any advice to Mortgagor in any manner whatsoever under these Loan Documents and/or the underlying transaction(s). Mortgagor has not relied on any representation by Mortgagee not contained in these Loan Documents.

IN WITNESS WHEREOF, Mortgagor has caused this instrument to be executed on the date set forth above.

Signed, sealed and delivered
in the presence of:

MORTGAGOR:
JND EDGEWATER, LLC,
a Florida limited liability company


Print Name: Vivian Napoles

By: 
LAWRENCE MELOW, Manager

Print Name: Lani Capote-Dull

STATE OF FLORIDA)
)
COUNTY OF MIAMI-DADE)

The foregoing instrument was acknowledged before me this 21st day of June, 2018, by LAWRENCE MELOW as Manager of JND EDGEWATER, LLC, a Florida limited liability company. He is personally known to me or has produced a Florida Driver's License as identification.


NOTARY PUBLIC, STATE OF FLORIDA

My Commission Expires:

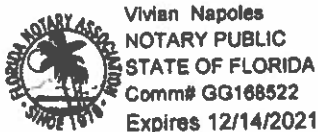


EXHIBIT "A"

Lot 15, Block 1, of REVISED PLAT OF SUNRISE HARBOUR, according to the Plat thereof, as recorded in Plat Book 65, Page 22, of the Public Records of Miami-Dade County, Florida.

FirstBank Puerto Rico (FDIC # 30387)**Active Insured Since January 17, 1949****Data as of:** September 11, 2019**FirstBank Puerto Rico** is an active bank

FDIC Certificate#:	30387	Established:	January 17, 1949	Corporate Website:	http://www.1firstbank.com
Headquarters:	1519 Ave Ponce De Leon Santurce, PR 00909 San Juan County	Insured:	January 17, 1949	Consumer Assistance:	ask.fdic.gov/FDICCustomerAssistanceForm
Locations:	12 domestic in 1 states, 58 in territories, and 1 in foreign locations	Bank Charter Class:	Non-member of the Federal Reserve System	Contact the FDIC about:	FirstBank Puerto Rico
		Primary Federal Regulator:	Federal Deposit Insurance Corporation		
		Secondary Federal Regulator:	Consumer Financial Protection Bureau		

Locations

History

Identifications

Financials

Other Names /
Websites

Showing 1 to 25 of 70 entries

UNINUM	Number	Name	Address	County	City	State	Zip	Service Type	Established Date	Acquired Date
366051	150	Roadtown Branch	Wicham's Cay #1		Tortola			Full Service Brick and Mortar Office	10/15/2002	
548614	182	New Coral Gables Branch	2990 Ponce De Leon Boulevard	Miami-Dade	Coral Gables	FL	33134	Full Service Brick and Mortar Office	02/03/2014	
286549	174	Deerfield Beach Office	Century Plaza, 1898-A West Hillsboro Boulevard	Broward	Deerfield Beach	FL	33442	Full Service Brick and Mortar Office	05/11/1998	07/01/2009
563331	184	Doral 107th Avenue Branch	3897 Nw 107th Avenue	Miami-Dade	Doral	FL	33178	Full Service Brick and Mortar Office	12/01/2014	
534783	181	Hialeah Branch	1325 W. 49th Street	Miami-Dade	Hialeah	FL	33012	Full Service Brick and Mortar Office	09/14/2012	
286545	170	West Atlantic Boulevard Branch	7220 West Atlantic Boulevard	Broward	Margate	FL	33063	Full Service Brick and Mortar Office	12/18/1995	07/01/2009
44883	168	Waterford Way Branch	800 Waterford Way, Suite 800	Miami-Dade	Miami	FL	33126	Full Service Brick and Mortar Office	10/09/1980	07/01/2009
286544	169	9859 Sw 40th St Branch	9859 S.W. 40th Street	Miami-Dade	Miami	FL	33165	Full Service Brick and Mortar Office	10/09/1980	07/01/2009
580381	195	Brickell Branch	848 Brickell Ave	Miami-Dade	Miami	FL	33131	Full Service Brick and Mortar Office	02/22/2016	
588115	196	West Kendall Miami Branch	13730 Sw Kendall Drive	Miami-Dade	Miami	FL	33193	Full Service Brick and Mortar Office	01/30/2017	
365786	176	South Flamingo Branch	204 South Flamingo Road	Broward	Pembroke Pines	FL	33027	Full Service Brick and Mortar Office	03/01/2001	07/01/2009
445555	178	Pinecrest Branch	9795 South Dixie Highway	Miami-Dade	Pinecrest	FL	33156	Full Service Brick and Mortar Office	06/30/2004	07/01/2009
280245	120	Aguada Branch	Corner Of Nativo Alers & Pr-411	Aguada	Aguada	PR	0602	Full Service Brick and Mortar Office	11/30/1995	
443219	194	Aguadilla Branch	Plaza Ferran Shop.Cler. Carr2 Km. 12.5	Aguadilla	Aguadilla	PR	0603	Full Service Brick and Mortar Office	06/22/2005	02/27/2015
603969	197	Firstbank Arecibo Branch	1348 Miramar Ave. Suite 1	Arecibo	Arecibo	PR	0612	Full Service Brick and Mortar Office	08/20/2018	
280228	102	Rexville Plaza Branch	Rexville Town Center. Lot #3 S.R. 167, Km 0.6	Bayamon	Bayamon	PR	0957	Full Service Brick and Mortar Office	01/17/1949	
280246	121	Forest Hill Branch	State Road # 167, Km. 1.3	Bayamon	Bayamon	PR	0959	Full Service Brick and Mortar Office	09/05/1995	
280249	124	Bayamon Drive-In Branch	State Road #2 Km.13.9 Hato Tejas	Bayamon	Bayamon	PR	0959	Full Service Brick and Mortar Office	06/01/1998	
239207	185	Santa Rosa Branch	Santa Rosa Shopping Center	Bayamon	Bayamon	PR	0959	Full Service Brick and Mortar Office	06/13/1960	02/27/2015
286846	186	Rio Hondo Branch	Comerio Ave Plaza Del Parque	Bayamon	Bayamon	PR	0959	Full Service Brick	08/19/1997	02/27/2015

			Shop Ce					and Mortar Office		
280244	119	Cabo Rojo Branch	State Road No. 100 Km. 7.3, Cabo Rojo Plaza	Cabo Rojo	Cabo Rojo	PR	0623	Full Service Brick and Mortar Office	09/30/1995	
280241	116	Caguas III Branch	Plaza Centro Mall Ave. Munoz Marin	Caguas	Caguas	PR	0725	Full Service Brick and Mortar Office	09/30/1995	
280252	127	Las Catalinas Branch	E-6 Zafiro Avenue	Caguas	Caguas	PR	0725	Full Service Brick and Mortar Office	07/13/1998	
361464	188	Las Catalinas Branch	Carr Pr 53 Int Pr 156	Caguas	Caguas	PR	0725	Full Service Brick and Mortar Office	01/26/2001	02/27/2015
455838	159	Belz (Canovanas) Branch	Carr. Estatal #3 Km 18.8	Canovanas	Canovanas	PR	0729	Full Service Brick and Mortar Office	10/19/2006	