



OFFICE OF THE PROPERTY APPRAISER

Summary Report

Generated On : 8/21/2021

Property Information	
Folio:	03-4117-005-6050
Property Address:	2916 DOUGLAS RD Coral Gables, FL 33134-6928
Owner	RCRMF LLC
Mailing Address	2916 DOUGLAS ROAD CORAL GABLES, FL 33146 USA
PA Primary Zone	6400 COMMERCIAL - CENTRAL
Primary Land Use	1813 OFFICE BUILDING - MULTISTORY : OFFICE BUILDING
Beds / Baths / Half	0 / 0 / 0
Floors	1
Living Units	0
Actual Area	Sq.Ft
Living Area	Sq.Ft
Adjusted Area	3,090 Sq.Ft
Lot Size	6,105 Sq.Ft
Year Built	1941



Assessment Information			
Year	2021	2020	2019
Land Value	\$1,526,250	\$1,221,000	\$1,221,000
Building Value	\$169,410	\$169,410	\$161,710
XF Value	\$13,726	\$13,943	\$14,160
Market Value	\$1,709,386	\$1,404,353	\$1,396,870
Assessed Value	\$1,330,725	\$1,209,750	\$1,099,773

Benefits Information				
Benefit	Type	2021	2020	2019
Non-Homestead Cap	Assessment Reduction	\$378,661	\$194,603	\$297,097

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

Short Legal Description	
C GABLES CRAFTS SEC PB 10-40 LOT 28 & S20FT OF LOT 27 BLK 22 LOT SIZE 55 X 111 OR 15160-1421 0891 5	

Taxable Value Information			
	2021	2020	2019
County			
Exemption Value	\$0	\$0	\$0
Taxable Value	\$1,330,725	\$1,209,750	\$1,099,773
School Board			
Exemption Value	\$0	\$0	\$0
Taxable Value	\$1,709,386	\$1,404,353	\$1,396,870
City			
Exemption Value	\$0	\$0	\$0
Taxable Value	\$1,330,725	\$1,209,750	\$1,099,773
Regional			
Exemption Value	\$0	\$0	\$0
Taxable Value	\$1,330,725	\$1,209,750	\$1,099,773

Sales Information			
Previous Sale	Price	OR Book-Page	Qualification Description
12/20/2013	\$885,000	28966-4258	Qual by exam of deed
09/01/1984	\$405,000	12275-0680	Sales which are qualified
06/01/1980	\$225,000	10798-0214	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

1) 2916 Douglas Rd

<u>Owner (Registered Agent address)</u> RCRMF, LLC c/o Carmen M. Fernandez Registered Agent 2916 S Douglas Road Coral Gables, FL 33134-6928	<u>First Mortgagee (Mortgage address)</u> Professional Bank, as successor to Marquis Bank 355 Alhambra Cir, Ste 1200 Coral Gables, FL 33134-5077
<u>First Mortgagee (FDIC Main Address)</u> Professional Bank, as successor to Marquis Bank 396 Alhambra Cir Coral Gables, FL 33134-5096	<u>Second Mortgagee (Mortgage address)</u> Wells Fargo Bank, National Association 200 S. Biscayne Blvd Miami, FL 331331-2310
<u>Second Mortgagee (FDIC Main address)</u> Wells Fargo Bank, National Association 101 N. Phillips Avenue Sioux Falls, SD 57104	

CITY'S

EXHIBIT 2


[Home](#) [Citizen Services](#) [Business Services](#) [Back to Coral Gables.com](#)
[Permits and Inspections: Search Results](#)
[Logon](#) [Help](#) [Contact](#)

New Permit Search

Permit Search Results

Permit#:	App. Date	Street Address	Type	Description	Status	Issue Date	Final Date	Fees Due
RC-21-08-8588	08/27/2021	2916 DOUGLAS RD	BLDG RECERT / CRB	BUILDING RECERTIFICATION (YEAR BUILT 1941)	pending			0.00
ZN-20-12-5795	12/21/2020	2916 DOUGLAS RD	PAINT / RESURFACE FL / CLEAN	*COMMERCIAL* PRESSURE CLEAN, PAINT AND RESTUCCO EXTERIOR WALLS SW 6092 LIGHTWIEGHT BEIGE,SW 6126 (YELLOW),SW 6022 BREATHLESS, TRIM AND FACADE SW 6126 WHITE/ FASCIA & BAND SW7005 PURE WHITE \$21,930.00	final	01/29/2021	02/11/2021	0.00
UP-20-12-5797	12/21/2020	2916 DOUGLAS RD	UPFRONT FEE - THIS IS NOT A PERMIT	UPFRONT FEE FOR **COMMERCIAL* PRESSURE CLEAN, PAINT AND RESTUCCO EXTERIOR WALLS SW 6092 LIGHTWIEGHT BEIGE,SW 6126 (YELLOW),SW 6022 BREATHLESS, TRIM AND FACADE SW 6126 WHITE \$2,100.00	final	12/29/2020	12/29/2020	0.00
CE-19-03-5996	03/26/2019	2916 DOUGLAS RD	CODE ENF LIEN SEARCH	LIEN SEARCH FOR: 2916 DOUGLAS RD & 5250 SNAPPER CREEK RD	final	04/05/2019	04/05/2019	0.00
CE-18-06-4089	06/22/2018	2916 DOUGLAS RD	CODE ENF LIEN SEARCH	LIEN SEARCH	final	06/26/2018	06/26/2018	0.00
BL-16-09-5433	09/08/2016	2916 DOUGLAS RD	DOOR/GARAGE DOOR/SHUTTER/WINDOW	REPLACEMENT OF (17) WINDOWS ALL IN 2ND FLOOR OF UNIT/BUILDING \$7000	final	10/13/2016	02/21/2017	0.00
AB-16-06-8039	06/29/2016	2916 DOUGLAS RD	BOA COMPLETE (LESS THAN \$75,000)	**COM** RESUB** REPLACEMENT OF (17) WINDOWS ALL IN 2ND FLOOR OF UNIT/BUILDING \$7000	final	06/29/2016	02/21/2017	0.00
BL-14-12-4405	12/23/2014	2916 DOUGLAS RD	DOOR/GARAGE DOOR/SHUTTER/WINDOW	REPLACE 10 WINDOWS \$7,000	final	02/17/2015	06/17/2015	0.00
AB-14-12-3332	12/03/2014	2916 DOUGLAS RD	BOA COMPLETE (LESS THAN \$75,000)	WINDOWS ON GROUND FLOOR \$7,000	issued	12/11/2014		0.00
SD-14-10-3261	10/20/2014	2916 DOUGLAS RD	SHOP DRAWINGS	SHOP DRAWING STEEL DOOR	final	10/24/2014	10/24/2014	0.00
RV-14-10-3258	10/20/2014	2916 DOUGLAS RD	REVISION TO PERMIT	PLUMBING REVISION	final	10/22/2014	10/22/2014	0.00
RR-14-10-2487	10/09/2014	2916 DOUGLAS RD	RE-REVIEW FEE	RE-REVIEW FEE FOR STRUCTURAL SD14063411	final	10/13/2014	10/13/2014	0.00
AB-14-10-2190	10/03/2014	2916	BOA PRELIMINARY/MED	*****REQUEST	final	10/14/2014	10/14/2014	914.48

CITY'S

EXHIBIT

		DOUGLAS RD	BONUS/FINAL	CANCELLED***** WINDOWS & INTERIOR RENOVATIONS \$120,000					
PS-14-09-3457	09/29/2014	2916 DOUGLAS RD	TREE REMOVAL/MITIGATION	TREE REMOVAL 1-TABEBUIA, 6 ALEXANDER PALMS, 2-XMAS PALMS,	final	10/08/2014	10/08/2014	0.00	
EL-14-09-2435	09/15/2014	2916 DOUGLAS RD	ELECTRICAL COMMERCIAL /RESIDENTIAL WORK	TEMP FOR TEST	final	09/15/2014	10/27/2014	0.00	
BL-14-08-3785	08/27/2014	2916 DOUGLAS RD	AWNINGS / CANOPY	*COMMERCIAL* (1)AWNING (WHITE) \$3160	final	09/12/2014	09/18/2014	0.00	
AB-14-08-3675	08/26/2014	2916 DOUGLAS RD	BOA COMPLETE (LESS THAN \$75,000)	*COMMERCIAL*AWNING (WHITE) \$3160	final	08/26/2014	09/18/2014	0.00	
RV-14-07-2829	07/11/2014	2916 DOUGLAS RD	REVISION TO PERMIT	REVISION- ADDING AWNING TO INCREASE DOOR OVERHANG-SHOP DRAWINGS REQUIRED	final	07/22/2014	07/22/2014	0.00	
RV-14-07-2092	07/01/2014	2916 DOUGLAS RD	REVISION TO PERMIT	REVISION- ARCHITECTURAL & ELECTRICAL PAGES	final	07/22/2014	07/22/2014	0.00	
SD-14-06-3411	06/19/2014	2916 DOUGLAS RD	SHOP DRAWINGS	SHOP DRAWINGS STOREFRONT (TAKEOVER)	final	10/13/2014	10/13/2014	0.00	
PL-14-06-3252	06/17/2014	2916 DOUGLAS RD	PLUMB COMMERCIAL / RESIDENTIAL WORK	PORTABLE TOILET	final	06/24/2014	07/10/2014	0.00	
ZN-14-06-2173	06/03/2014	2916 DOUGLAS RD	DUMPSTER / CONTAINER	DUMPSTER	final	06/05/2014	06/05/2014	0.00	
ME-14-03-3244	03/25/2014	2916 DOUGLAS RD	MECH COMMERCIAL / RESIDENTIAL WORK	INSTALLATION OF 4 TON SPLIT SYSTEM, DUCT WORK & EXHAUST FAN	final	06/19/2014	09/24/2014	0.00	
EL-14-03-2890	03/18/2014	2916 DOUGLAS RD	ELEC COMMERCIAL / RESIDENTIAL WORK	38 LIGHT SOCKETS; 46 ROUGH IN OUTLETS; 2 COMMERCIAL OITLETS; 300 AMP SUBFEED AND 300 AMP SWITCHBOARDS	final	05/30/2014	10/17/2014	0.00	
PL-14-03-2678	03/14/2014	2916 DOUGLAS RD	PLUMB COMMERCIAL / RESIDENTIAL WORK	PLUMBING WORK FOR ***COMMERCIAL** INTERIOR RENOVATIONS	final	06/13/2014	10/23/2014	0.00	
BL-14-02-3267	02/28/2014	2916 DOUGLAS RD	INT / EXT ALTERATIONS	COMMERCIAL INTERIOR ALTERATIONS, EXTERIOR DOORS, BLOCK UP, RAILING, RAMP AND EXTERIOR TILE WORK \$120,000 REVISION- RV14072829-ADDING AWNING TO INCREASE DOOR OVERHANG-SHOP DRAWINGS REQUIRED	final	05/28/2014	11/06/2014	0.00	
AB-14-02-2485	02/18/2014	2916 DOUGLAS RD	BOA PRELIMINARY/MED BONUS/FINAL	***COMMERCIAL** REVISION (CANOPY) INTERIOR / EXTERIOR RENOVATIONS \$120000 POSTED 02/20/2014	final	02/18/2014	11/06/2014	0.00	
ZV-13-12-2686	12/19/2013	2916 DOUGLAS RD	ZONING LETTER VERIFICATION	ZONING VERIFICATION LETTER	pending			0.00	
CE-13-12-2357	12/13/2013	2916 DOUGLAS RD	CODE ENF LIEN SEARCH	LIEN SEARCH 2916 DOUGLAS	final	12/16/2013	12/16/2013	0.00	
ZN-13-11-2504	11/14/2013	2916 DOUGLAS RD	PAINT / RESURFACE FL / CLEAN	PRESSURE CLEAN AND PAINT EXTERIOR (SOUTH SIDE OF BUILDING) SW 6330 QUAINTE PECHE (LIGHT PINK) AND SW 6680	final	11/14/2013	12/18/2013	0.00	

				FRIENDLY YELLOW (LIGHT YELLOW) \$400				
RC-11-08-6823	08/23/2011	2916 DOUGLAS RD	BLDG RECERT / CRB	BUILDING RECERTIFICATION	final	08/23/2011	08/23/2011	0.00

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



The City of Coral Gables

Building and Zoning Department
ISO Class 1

CITY HALL 405 BILTMORE WAY
CORAL GABLES, FLORIDA 33134

August 25, 2011

Guy W. Turner & W Margarita
4516 SW 64 Court
Miami, FL 33155-5934

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

PROPERTY FOLIO: # 03-4117-005-6050
ADDRESS: 2916 Douglas Road, Coral Gables, FL

Dear Property Owner/Manager:

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

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

The expiration date of this approval, as stated in said Code, is 10 years from 2011. This recertification letter does not exclude the building from subsequent inspections as deemed necessary by the Building Official, as specified in the Florida Building Code.

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

Yours truly,


Manuel Z. Lopez, P.E.
Building Official

P.O. Box 141549 CORAL GABLES, FLORIDA 33114-1549 PHONE (305) 460-5235

CITY'S

EXHIBIT 4



The City of Coral Gables

Development Services Department

CITY HALL 405 BILTMORE WAY
CORAL GABLES, FLORIDA 33134

2/8/2021

VIA CERTIFIED MAIL

RCRMF LLC
2916 DOUGLAS ROAD
CORAL GABLES, FL 33146

7020 3160 0001 1022 2922

RE: 2916 DOUGLAS RD
FOLIO # 341170056050
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 YEAR. 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 \$500.00 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, 7:30am to 3:20pm to this Department. Contact Virginia Goizueta at vgoizueta@coralgables.com if any questions regarding building recertification.

Thank you for your prompt attention to this matter.

Manuel Z. Lopez, P.E.
Building Official

CITY'S

EXHIBIT

5

Track Another Package +

Tracking Number: 70203160000110222922

Remove X

Your item was delivered to the front desk, reception area, or mail room at 10:44 am on February 16, 2021 in MIAMI, FL 33134.

 **Delivered, Front Desk/Reception/Mail Room**

February 16, 2021 at 10:44 am
MIAMI, FL 33134

Feedback

Get Updates ▾

Text & Email Updates



Tracking History



Product Information



See Less ^

Can't find what you're looking for?

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



The City of Coral Gables

7020 3160 0001 1021 7874

Development Services Department

CITY HALL 405 BILTMORE WAY
CORAL GABLES, FLORIDA 33134

5/10/2021

RCRMF LLC
2916 DOUGLAS ROAD
CORAL GABLES, FL. 33146

RE: 2916 DOUGLAS RD
FOLIO # 341170056050

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

Dear Property Owner:

In a certified letter dated 2/8/2021, this Department notified you the property referenced above requires Building Recertification pursuant to Miami-Dade County Code, Chapter 8, Section 8-11(f). The letter informed you it was necessary to submit to this Department a completed Report prepared by a licensed architect or engineer within ninety (90) calendar days certifying the structure meets the requirements for recertification provided under the Minimum Inspection Procedural Guidelines for Building Recertification.

Please be advised the submittal of the Report is overdue and the structure has been deemed unsafe due to non-compliance. This may result in the revocation of the Certificate of Occupancy, as well as, being subject to other penalties as provided in the Code. A completed Report includes: 1) cover letter(s) stating the structure meets the electrical and structural requirements for recertification from a Florida Registered Architect or Professional Engineer that inspects said building, 2) Building Structural Report, 3) Building Electrical Report, 4) Parking Lot Illumination Standards Form and 5) Parking Lot Guardrails Requirements Form; no additional documents or photographs are necessary. Note all paperwork submitted must be the original signed and sealed documents (no copies).

Failure to submit the completed Report within thirty (30) calendar days from the date of this letter will result in forwarding the matter to the City's Construction Regulation Board for further review and determination. The completed Report may be submitted Monday through Friday, 7:30am to 3:20pm to this Department. Contact Virginia Goizueta at vgoizueta@coralgables.com if any questions regarding building recertification.

Please govern yourself accordingly.

Sincerely,

A handwritten signature in black ink, appearing to read "Manuel Z. Lopez", is written over a horizontal line.

Manuel Z. Lopez, P.E.
Building Official

[FAQs >](#)[Track Another Package +](#)**Tracking Number:** 70203160000110217874[Remove X](#)

Your item was delivered to an individual at the address at 2:57 pm on May 17, 2021 in MIAMI, FL 33134.

 **Delivered, Left with Individual**

May 17, 2021 at 2:57 pm
MIAMI, FL 33134

[Feedback](#)[Get Updates ∨](#)

[Text & Email Updates](#)

[Tracking History](#)

[Product Information](#)

[See Less ^](#)

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The City of Coral Gables

7020 3160 0001 1022 0096

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

6/9/2021

RCRMF LLC
2916 DOUGLAS ROAD
CORAL GABLES, FL 33146

RE: 2916 DOUGLAS RD
FOLIO # 341170056050

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

Dear Property Owner:

In a certified letter dated 2/8/2021, this Department notified you the property referenced above requires Building Recertification pursuant to Miami-Dade County Code, Chapter 8, Section 8-11(f). A Second Notice, dated 5/10/2021, 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 remains unsafe** due to non-compliance. Please be advised the matter will be forwarded to the City's Construction Regulation Board ("Board"); a \$600.00 Administrative Fee will be imposed once the Case is scheduled. The Board may impose additional fines of \$250.00 for each day the violation continues, may also enter an order of revocation of the Certificate of Occupancy and/or demolition and assess all costs of the proceedings along with the cost of demolition and any other required action for which the City shall have a lien against the Property Owner and the Property. The completed Report may be submitted Monday through Friday, 7:30am to 2:30pm to this Department. Contact Virginia Goizueta at vgoizueta@coralgables.com if any questions regarding building recertification.

Please govern yourself accordingly.

Sincerely,

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

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

Track Another Package +

Tracking Number: 70203160000110220096

Remove X

Your package is moving within the USPS network and is on track to be delivered to its final destination. It is currently in transit to the next facility.

In Transit to Next Facility

June 20, 2021

Get Updates ✓

Feedback

Text & Email Updates



Tracking History



Product Information



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

BEFORE THE CONSTRUCTION REGULATION BOARD
FOR THE CITY OF CORAL GABLES

CITY OF CORAL GABLES,
Petitioner,

Case No. 21-2949

vs.

Return receipt number:

RCRMF, LLC
c/o Carmen M. Fernandez
Registered Agent
2916 S Douglas Road
Coral Gables, FL 33134-6928
Respondent.

7020 3160 0001 1022 3752

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

Date: August 31, 2021

Re: Property Address: 2916 Douglas Rd., Coral Gables, Fl. 33134-6928 Legal Description: Lot 28 & S 20 ft of Lot 27, Block 22 Coral Gables Crafts Section Plat Book 10 page 40 and Folio #: 03-4117-005-6050 ("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 105-186(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 Florida, Coral Gables, Florida 33134, on September 13, 2021, 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 , Secretary to Virginia Goizueta the Board, at City of Coral Gables, Development Services Department, 405 Biltmore Way, 3rd Floor, Coral Gables, FL 33134, vgoizueta@coralgables.com, tel: (305) 460-5250. The Development Services Department's hours are Monday through Friday, 7:30 a.m. to 2:30 p.m.

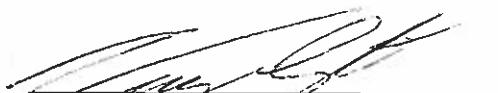
CITY'S

EXHIBIT 6

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

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

Please govern yourself accordingly.


- Virginia Gotzueta
Secretary to the Board

ADA NOTICES

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

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

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

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

c: Professional Bank, as successor to Marquis Bank, 355 Alhambra Cir, Ste 1200, Coral Gables, FL 33134-5077; Professional Bank, as successor to Marquis Bank, 396 Alhambra Cir, Coral Gables, FL 33134-5096; Wells Fargo Bank, National Association, 200 S. Biscayne Blvd, Miami, FL 33133-2310; Wells Fargo Bank, National Association, 101 N. Phillips Avenue, Sioux Falls, SD 57104



CITY OF CORAL GABLES
DEVELOPMENT SERVICES DEPARTMENT
Affidavit of Posting

Case #: 21-2949

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

I, FRANCISCO R. FERNANDEZ, DO HEREBY SWEAR/AFFIRM THAT
THE AFOREMENTIONED NOTICE WAS PERSONALLY POSTED, BY ME, AT THE
ADDRESS OF 2916 Douglas Rd., ON August 31, 2021 AT 11:58 AM AND WAS ALSO
POSTED AT CITY HALL.

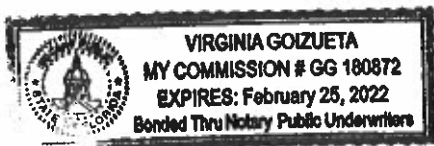
FRANCISCO R. FERNANDEZ
Employee's Printed Name

[Signature]
Employee's Signature

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

Sworn to (or affirmed) and subscribed before me by means of physical presence or online
notarization, this 31 day of August, in the year 2021, by
FRANCISCO R FERNANDEZ who is personally known to me.

My Commission Expires:



[Signature]
Notary Public

CITY'S
EXHIBIT 7



CITY'S

EXHIBIT 8

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

CITY OF CORAL GABLES,
Petitioner,

Case No. 21-2949

vs.

Return receipt number:

RCRMF, LLC
c/o Carmen M. Fernandez
Registered Agent
2916 S Douglas Road
Coral Gables, FL 33134-6928
Respondent.

7020 3160 0001 1022 3752

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

Date: August 31, 2021

Re: Property Address: 2916 Douglas Rd., Coral Gables, FL 33134-6928 Legal Description: Lot 28 & S 20 ft of Lot 27, Block 22 Coral Gables Crafts Section Plat Book 10 page 40 and Folio #: 03-4117-005-6050 ("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 Florida, Coral Gables, Florida 33134, on September 13, 2021, 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, Secretary to Virginia Goizueta the Board, at City of Coral Gables, Development Services Department, 405 Biltmore Way, 3rd Floor, Coral Gables, FL 33134, vgoizueta@coralgables.com, tel: (305) 460-5250. The Development Services Department's hours are Monday through Friday, 7:30 a.m. to 2:30 p.m.

OFFICE REPORTS



CFN 2013R1008558
DR Bk 28966 Pgs 4258 - 4259; (2pgs)
RECORDED 12/26/2013 14:22:24
DEED DOC TAX 5,310.00
SURTAX 3,982.50
HARVEY RUVIN, CLERK OF COURT
MIAMI-DADE COUNTY, FLORIDA

This Document Prepared By:
Margarita Perez
Attorney at Law
5001 SW 74 Court, Suite 104
Miami, FL 33155

Parcel ID Number: 03-4117-005-6050

Warranty Deed

This Indenture, Made this 20th day of December, 2013 A.D., **Between**
GUY W. TURNER and MARGARITA TURNER, husband and wife
of the County of **Miami-Dade**, State of **Florida**, **grantors**, and
RCRMF LLC, a Florida limited liability company
whose address is: 2916 Douglas Road, Coral Gables, FL 33146
of the County of **Miami-Dade**, State of **Florida**, **grantee**.

Witnesseth that the GRANTORS, for and in consideration of the sum of
-----**TEN DOLLARS (\$10)**----- **DOLLARS**,
and other good and valuable consideration to GRANTORS in hand paid by GRANTEE, the receipt whereof is hereby acknowledged, have
granted, bargained and sold to the said GRANTEE and GRANTEE'S heirs, successors and assigns forever, the following described land,
situate, lying and being in the County of **Miami-Dade** State of **Florida** to wit:


**The South 20 feet of Lot 27 and all of Lot 28 in Block 22, CORAL
GABLES CRAFTS SECTION, as per plat recorded in Plat Book 10,
Page 40, of the Public Records of Miami-Dade County, Florida.**

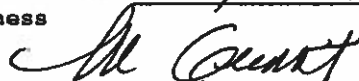
Subject to restrictions, reservations and easements of record, if any, and taxes subsequent to December 31, 2013.

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

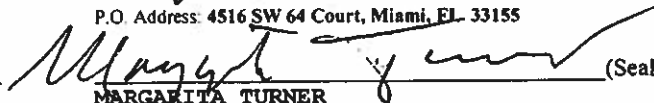
In Witness Whereof, the grantors have hereunto set their hands and seals the day and year first above written.

Signed, sealed and delivered in our presence:


Printed Name: **MARGARITA PEREZ**
Witness


Printed Name: **MERCEDES GUVINOT**
Witness


GUY W. TURNER (Seal)
P.O. Address: 4516 SW 64 Court, Miami, FL 33155


MARGARITA TURNER (Seal)
P.O. Address: 4516 SW 64 Court, Miami, FL 33155

RCRMF

CITY'S

EXHIBIT

9

STATE OF Florida
COUNTY OF Miami-Dade

The foregoing instrument was acknowledged before me this 20th day of December, 2013 by
GUY W. TURNER and MARGARITA TURNER, husband and wife
who are personally known to me or who have produced their **Florida driver's license** as identification.

Margarita Perez
Printed Name: _____
Notary Public
My Commission Expires: / /



RCRMF



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

Detail by Entity Name

Florida Limited Liability Company

RCRMF LLC

Filing Information

Document Number L12000150590
FEI/EIN Number 46-4351501
Date Filed 12/03/2012
Effective Date 12/02/2012
State FL
Status ACTIVE

Principal Address

2916 South Douglas Road
CORAL GABLES, FL 33134

Changed: 01/24/2014

Mailing Address

2916 S Douglas Road
CORAL GABLES, FL 33134

Changed: 01/24/2014

Registered Agent Name & Address

FERNANDEZ, CARMEN M
2916 S Douglas Road
CORAL GABLES, FL 33134

Name Changed: 01/14/2015

Address Changed: 01/24/2014

Authorized Person(s) Detail

Name & Address

Title Manager

FERNANDEZ, CARMEN M
830 Cremona Ave
CORAL GABLES, FL 33146

Title Authorized Member

FERNANDEZ, RAFAEL J
2916 South Douglas Road
CORAL GABLES, FL 33134

Annual Reports

Report Year	Filed Date
2020	03/04/2020
2020	04/13/2020
2021	01/28/2021

Document Images

01/28/2021 -- ANNUAL REPORT	View image in PDF format
04/13/2020 -- AMENDED ANNUAL REPORT	View image in PDF format
03/04/2020 -- ANNUAL REPORT	View image in PDF format
06/23/2019 -- ANNUAL REPORT	View image in PDF format
02/03/2018 -- ANNUAL REPORT	View image in PDF format
02/13/2017 -- ANNUAL REPORT	View image in PDF format
01/23/2016 -- ANNUAL REPORT	View image in PDF format
01/14/2015 -- ANNUAL REPORT	View image in PDF format
01/24/2014 -- ANNUAL REPORT	View image in PDF format
04/30/2013 -- ANNUAL REPORT	View image in PDF format
12/03/2012 -- Florida Limited Liability	View image in PDF format



CFN 2013R1008559
OR Bk 28966 Pgs 4260 - 4281 (22pgs)
RECORDED 12/26/2013 14:22:24
MTG DOC TAX 2,464.00
INTANG TAX 1,408.00
HARVEY RUVIN, CLERK OF COURT
MIAMI-DADE COUNTY, FLORIDA

Prepared by / Return to:
Katherine Amador, Esq.
Berger Singerman LLP
1450 Brickell, Suite 1900
Miami, Florida 33131

DOCUMENTARY STAMP TAX IN THE AMOUNT OF \$2,464.00 AND NON-RECURRING
INTANGIBLES TAX IN THE AMOUNT OF \$1,408.00 ARE PAYABLE AT THE TIME OF
RECORDATION OF THIS MORTGAGE, BASED ON THE INITIAL PRINCIPAL AMOUNT
OF \$704,000.00 SECURED HEREBY

**MORTGAGE, SECURITY AGREEMENT,
ASSIGNMENT OF LEASES, RENTS AND PROFITS
AND FIXTURE FILING**

THIS MORTGAGE is executed and delivered the 20th day of December, 2013 by RCRMF
LLC, a Florida limited liability company ("Mortgagor"), whose mailing address is 830 Cremona
Avenue, Miami, Florida 33146, to and in favor of MARQUIS BANK ("Mortgagee"), whose mailing
address is 355 Alhambra Circle, Suite 1200, Coral Gables, Florida 33134.

WITNESSETH:

FOR GOOD AND VALUABLE CONSIDERATION and to secure the payment of
indebtedness (referred to as the "Loan") in the initial principal amount of SEVEN HUNDRED
FOUR THOUSAND AND 00/100 DOLLARS (\$704,000.00), or so much thereof as shall be due and
owing from time to time by Mortgagor to Mortgagee, which Mortgagor agrees to pay in accordance
with the terms hereof and of a certain Secured Promissory Note of even date herewith executed and
delivered by Mortgagor, as "maker" to the order of Mortgagee, as "holder" (the "Note"), together
with interest as described in the Note, and any and all sums due or which may become due from
Mortgagor to Mortgagee hereunder, including, without limitation, all future advances hereunder, if
any, Mortgagor does hereby mortgage, grant and convey unto Mortgagee, and its successors and
assigns, and grant to Mortgagee and its successors and assigns a security interest in and to, all of the
following property, rights, title and interests of Mortgagor (all of the following being hereafter
collectively referred to as the "Mortgaged Property"):

(a) Mortgagor's entire right, title and interest in and to that certain real property located in
Miami-Dade County, Florida, with a street address of 2916 Douglas Road, Coral Gables, Florida
33134, as more fully described in Exhibit "A" hereto, at which Mortgagor presently operates a
medical practice (the "Business"); and including all of Mortgagor's estates and rights in and to lands
lying in streets, alleys and roads adjoining or appurtenant to the real property; and all access rights,
easements, rights of way or use, servitudes, licenses, tenements, hereditaments and appurtenances

now or hereafter located on, belonging or pertaining to the real property (collectively, the "Real Property");

(b) All structures located on the Real Property, and all improvements, appliances, equipment, installations and fixtures located at the Real Property or within such structures, including without limitation, all electrical, plumbing, lighting, other utility and mechanical systems, all heating, ventilation and air conditioning systems, all fire and landscaping sprinkler systems, all underground and above ground storage tanks, pumps, consoles, pipes, lines, dispensers and related electronic equipment and fixtures, all monitoring wells and remediation equipment and systems, all canopies, coolers, cafeteria equipment and installations, shelving, furniture, furnishings and other equipment, including office equipment, all signage and related intellectual property (to the extent assignable), all phone and computer systems, all assignable licenses and permits relating to the Business, all goodwill associated with the Business, and all rights and benefits in, to and under utility installations, heating, ventilating and air cooling and air conditioning equipment and apparatus, electrical equipment, switchboards, plumbing equipment, lifting apparatus, gas and electric fixtures and installations, and all fittings and machinery, together with any and all replacements thereof, substitutions therefor and additions thereto (collectively, "Improvements");

(c) All of Mortgagor's rights, title and interests in and to all tangible and intangible assets pertaining to the Business or otherwise, including all Accounts, Chattel Paper, Commercial Tort Claims, Deposit Accounts, Electronic Chattel Paper, Goods, Equipment, Fixtures, General Intangibles, Inventory, Instruments, Intellectual Property, Investment Property; Letter of Credit Rights, Payment Intangibles, Securities, Securities Accounts, and Software (each of the foregoing terms having the meanings given to them in the Uniform Commercial Code as in effect in the State of Florida);

(d) All written or unwritten tenancies, leases, subleases, licenses, concessions, entry fees, or other agreements from or pertaining to the Mortgaged Property, whether Borrower is landlord or tenant, including without limitation that certain lease agreement for occupancy of the Property, or a portion thereof, between RCRMF and Fernandez Orthopedics, P.A., and all existing or future leases or occupancy agreements affecting the Property ("Leases"), and all rents, profits and proceeds under the Leases (collectively, "Rents");

(e) Mortgagor's interests, title, status and rights in, to and under all present and future management agreements, marketing agreements, operating agreements, franchise agreements, and all fuel procurement and distribution agreements, including without limitation, contracts for the sale, storage, and other contract rights (but not obligations) pertaining to the Business; and all rights to the payment of money from sales deriving from the Mortgaged Property, and all rents, revenues, deposits, credits, income, profits and franchises deriving from or relating to the Mortgaged Property; and all rights to the payment of money from sales or use of the Mortgaged Property, and all documents, instruments, accounts, all chattel paper, all general intangibles, and all rents, revenues, deposits, credits, income, profits and franchises deriving from or relating to the Mortgaged Property; and all awards, payments, proceeds now or hereafter payable under any policy of insurance insuring the Real Property and Improvements, and other Mortgaged Property, including but not limited to, the proceeds of casualty insurance, title insurance, business interruption/rents insurance or other

insurance maintained with respect to the Mortgaged Property; and all awards, compensation and settlements in lieu thereof made as a result of the taking by power of eminent domain of the whole or any part of the Mortgaged Property, including any awards for damages sustained thereto, for a temporary taking, change of grade or bed of streets or taking of access; and

(f) All existing or future contracts, franchises, licenses, permits, management records, files, consents, governmental approvals and intangibles used, useful or required in the ownership and management of the Mortgaged Property and /or the conduct of the Business; and all existing or future service contracts and other agreements relating to the servicing, operation, maintenance, and repair of any Improvements; and all books, records, reports, computer tapes, disks and software relating to the Mortgaged Property.

TO HAVE AND TO HOLD THE SAME, together with the possession and right of possession of the Mortgaged Property, unto the Mortgagee, its successors and assigns, forever.

PROVIDED ALWAYS that if Mortgagor shall pay the Loan and any indebtedness which may hereafter become due by Mortgagor to Mortgagee under this Mortgage (and any and all renewals, extensions and modifications of the same), and shall perform and comply with the agreements, conditions, and covenants of this Mortgage, then this Mortgage and the estate hereby created shall cease and be null and void.

This Mortgage is given to secure the following described indebtedness and obligations (collectively, the "Obligations"):

(1) The Loan and all related indebtedness owing by Mortgagor to the order of Mortgagee in the initial principal amount of \$704,000.00, together with all interest thereon and other sums due under the Note or this Mortgage (collectively, the "Indebtedness"), together with any and all modifications, renewals or extensions of the Loan;

(2) Any and all additional advances made by Mortgagee to protect or preserve the Property or the liens on or with respect to the Mortgaged Property, or for taxes, assessments or insurance premiums as hereinafter provided (whether or not Mortgagor remains the owner of the Property at the time of such advances); or for purposes of causing compliance with covenants hereunder; provided, however, that Mortgagee shall not in any event be required to make any such additional advances;

(3) Any and all other sums owed by Mortgagor to Mortgagee, and Mortgagor's performance of covenants hereunder and under the Note, and the liabilities and obligations of Mortgagor hereunder or under the Note, whether now existing or hereafter created, whether direct, indirect or secondary, and any and all modifications, extensions or renewals thereof, including without limitation sums owed under any other instrument evidencing securing or in any way concerning the Obligations; and

(4) Any and all additional advances made by Mortgagee to or for the benefit of Mortgagor, whether such advances are obligatory or are made at the option of Mortgagee or

otherwise, at any time within twenty (20) years from the date of this Mortgage, with interest thereon at the Interest Rate, or at another rate agreed upon in writing, if any, at the time of each additional advance, whether or not such additional advance is evidenced by a promissory note and whether or not identified by a recital that it is secured by this Mortgage; provided that the aggregate amount of principal indebtedness outstanding and so secured at any one time shall not exceed the sum of \$1,408,000.00 (it being understood and agreed that this additional advance provision shall not be construed to obligate Mortgagee to fund any future advance).

To further evidence and secure the Obligations, and to protect the security of this Mortgage, Mortgagor further covenants, warrants and agrees with Mortgagee as follows:

ARTICLE I MORTGAGOR'S REPRESENTATIONS, WARRANTIES, COVENANTS AND AGREEMENTS

1.1 Payment and Performance. Mortgagor shall pay when due the principal of and interest on the Loan and all Indebtedness evidenced by the Note and this Mortgage, including, taxes, assessments, insurance premiums and other charges and fees, and amounts comprising future advances secured by this Mortgage. In addition, Mortgagor will otherwise pay and perform the Obligations and comply with the terms of the Note and this Mortgage.

1.2 Warranties, Representations and Covenants. Mortgagor represents and warrants that: (a) Mortgagor owns the Real Property in fee simple; subject to the zoning, planning and other applicable laws and governmental restrictions, and other matters of record as identified in Exhibit "B" hereto ("Permitted Exceptions"); (b) Mortgagor has full power and lawful right to mortgage the Mortgaged Property as provided herein; (c) this Mortgage creates a valid and enforceable first priority lien against and security interest in the Mortgaged Property subject only to the Permitted Exceptions. Mortgagor covenants to preserve such title and the validity and priority of the lien and security interest hereof and to warrant and defend the same unto Mortgagee against the claims of all persons whatsoever. If Mortgagee's interest in the Mortgaged Property or any part thereof shall be endangered or challenged, directly, or indirectly, Mortgagor hereby authorizes Mortgagee, at Mortgagor's expense, to take all necessary and proper steps for the defense of such interest, including the employment of counsel, the prosecution or defense of litigation and the compromise or discharge of claims made against such interest.

1.3 Required Insurance. Mortgagor will, at no expense to Mortgagee, maintain or cause to be maintained with respect to the Mortgaged Property insurance against loss or damage to the Improvements by fire, hazard, wind, liability and any of the risks covered by insurance of the type now known as "fire and extended coverage," in amounts, and in form and substance, as reasonably required by Mortgagee. If the Mortgaged Property is required to be insured pursuant to the National Flood Reform Act of 1994, and the regulations promulgated thereunder, Mortgagor will obtain and carry adequate flood insurance issued by an insurer acceptable to Mortgagee, in amounts acceptable to Mortgagee but in no event should the amount of coverage be less than the value of the Improvements.

(a) All policies of insurance shall provide coverage for the full insurable value of the Mortgaged Property unless Mortgagee otherwise agrees in writing in any instance. All such policies shall name Mortgagee as Mortgagee with respect to all real property, and additional loss payee (with a lender's loss payable endorsement) with respect to all personal property, and additional insured with respect to all liability insurance, as Mortgagee's interests may appear. Mortgagee's lender and loss payment endorsements shall be in form and substance satisfactory to Mortgagee.

(b) At least thirty (30) days prior to the expiration of each such policy, Mortgagor shall furnish Mortgagee with evidence satisfactory to Mortgagee of the payment of premium and the reissuance of a policy continuing insurance in force as required by this Mortgage. All such policies shall contain a provision that such policies will not be canceled or materially amended, which term shall include any reduction in the scope or limits of coverage, without at least thirty (30) days prior written notice to Mortgagee.

(c) In the event Mortgagor fails to provide, maintain, keep in force or deliver and furnish to Mortgagee the policies of insurance required by this Section, Mortgagee may procure such insurance or single-interest insurance for such risks covering Mortgagee's interest, and Mortgagor will pay all premiums thereon promptly upon demand by Mortgagee, and until such payment is made by Mortgagor the amount of all such premiums will bear interest at the Default Rate hereinafter defined.

(d) Mortgagor may effect for its own account any insurance not required under this Section 1.3, but any such insurance effected by Mortgagor on the Mortgaged Property, whether or not so required, shall be for the mutual benefit of Mortgagor and Mortgagee and shall be subject to the other provisions of this Mortgage.

1.4 Insured Loss; Insurance Proceeds. In the event of any loss, Mortgagor will notify Mortgagee promptly and Mortgagee may make proof of loss whether the same is done by Mortgagor. Mortgagor grants Mortgagee a power of attorney, coupled with an interest and with full power of substitution, to file any proof of loss in Mortgagor's or Mortgagee's name, to endorse Mortgagor's name on any check, draft or other instrument evidencing insurance proceeds, and to take any action or sign any document to pursue any insurance loss claim. Such power being coupled with an interest is irrevocable. If an insured loss occurs, Mortgagee (at its option) may (a) retain and apply all or any part of the insurance proceeds to reduce or pay the Indebtedness and other Obligations, in such order and amounts as Mortgagee may elect, or (b) disburse all or any part of such insurance proceeds to or for the benefit of Mortgagor for the purpose of repairing or replacing the Mortgaged Property after receiving proof satisfactory to Mortgagee of such repair or replacement, in either case without waiving or impairing the Obligations or any provision of this Mortgage. Any deficiency thereon shall be paid by Mortgagor to Mortgagee upon demand. Mortgagor shall bear the full risk of any loss of any nature whatsoever with respect to the Mortgaged Property.

1.5 Assignment of Policies Upon Foreclosure. In the event of foreclosure of this Mortgage or other transfer of title or assignment of the Mortgaged Property in extinguishment, in whole or in part, of the Indebtedness secured hereby, all right, title and interest of Mortgagor in and

to all policies of insurance required by this Mortgage shall inure to the benefit of and pass to the successor in interest to Mortgagor or the purchaser or grantee of the Mortgaged Property.

1.6 Taxes, Utilities and Impositions. Mortgagor will pay, or cause to be paid and discharged, on or before the last day on which they may be paid without penalty or interest, all real property taxes, duties, water and sewer charges, solid waste charges, charges for setting or repairing of meters, and charges for all other utilities in or serving the Improvements or imposed on the Mortgaged Property or any part thereof, and any assessments and payments, usual or unusual, extraordinary or ordinary, which shall be imposed upon or become due and payable or become a lien upon the Property or any part thereof and the sidewalks or streets in front thereof and any vaults therein by virtue of any present or future law of the United States or of the state, county or city wherein the Property is located (all of the foregoing being herein collectively called "Impositions"). For the avoidance of doubt, any Impositions that Mortgagor expects to be paid by its tenant of the Property shall nevertheless be paid by Mortgagor before such amount becomes delinquent in the event Mortgagor's tenant has not paid such Impositions prior to their delinquency. If Mortgagor fails to pay any Imposition as and when due (and in any event prior to delinquency), Mortgagee may pay the same and the amount so paid by Mortgagee shall, at Mortgagee's option, become immediately due and payable with interest at the Default Rate and shall be deemed part of the Indebtedness secured by this Mortgage. Mortgagor further covenants and agrees:

(a) Mortgagor will pay the mortgage recording taxes and fees (including documentary stamp and intangible taxes) payable with respect to this Mortgage and the Note.

(b) At Mortgagee's request, Mortgagor will exhibit to Mortgagee, annually, receipts or other reasonably satisfactory proof of the payment of all Impositions which may affect the Mortgaged Property or any part thereof or the lien of the Mortgage promptly following the last date on which each such Imposition is payable hereunder.

(c) Anything to the contrary herein notwithstanding, Mortgagor shall have no obligation to pay any income, estate, inheritance or similar tax levied on Mortgagee.

1.7 Imposition Challenges. Mortgagor shall have the right, after prior written notice to Mortgagee, to contest the amount and validity of any Imposition affecting the Mortgaged Property by appropriate proceedings conducted in good faith and with due diligence and to postpone or defer payment thereof, if and so long as such proceedings shall operate to suspend the collection of such Imposition from Mortgagor or the Mortgaged Property, and neither the Mortgaged Property nor any part thereof would be in immediate danger of being forfeited or lost by reason of such proceedings, postponement or deferment. In the case of any Imposition affecting the Mortgaged Property which might be or become a lien, encumbrance or charge upon or result in any forfeiture or loss of the Mortgaged Property or any part thereof, or which might result in loss or damage to Mortgagee, prior to the date such Imposition would become delinquent Mortgagor shall have furnished Mortgagee with security satisfactory to Mortgagee, and, in the event that such security is furnished, Mortgagee shall not have the right during the period of the contest to pay, remove or discharge the Imposition.

1.8 Escrow Deposits. If requested by Mortgagee at any time, Mortgagor shall deposit with Mortgagee, monthly, (a) a sum equal to one-twelfth (1/12) of the annual real estate taxes, assessments, sewer and water rents and other Impositions affecting the Mortgaged Property; and (b) such amounts as shall be necessary to create a fund adequate to pay the premiums on all insurance required herein prior to expiration of the current policies. Unless otherwise required by law, Mortgagee shall have no obligation to pay interest to Mortgagor on such escrow deposits. The parties intend that not later than one month prior to the respective dates on which the insurance premiums shall be due and payable, and the real property taxes and other Impositions shall last be due and payable without interest or penalty, and provided no Event of Default shall have occurred, such sums shall be applied to the payment of the item or items in respect of which such amounts were deposited or, at Mortgagee's option, to the payment of such items in such order of priority as Mortgagee shall determine, as the same become due and payable, and Mortgagor shall make available to Mortgagee proper bills therefor. If Mortgagor is required to deposit such sums with Mortgagee and the amounts then held by Mortgagee on deposit shall be insufficient to pay such premiums or taxes, Mortgagor, upon demand, shall pay to Mortgagee any amounts necessary to make up such deficiency. If an Event of Default shall have occurred, Mortgagee may, at its option, apply the amounts then deposited with Mortgagee, or any part thereof, in payment of the Obligations. Nothing contained in this section shall be deemed to affect any right or remedy of Mortgagee under any other provisions of this Mortgage or of any statute or rule of law to pay any such items and to add the amount of the payment, with interest, as herein provided, to the Obligations, and to require payment thereof on demand. If, when making any assignment of this Mortgage, the then mortgagee shall pay over to its assignee the then balance of the deposits made by Mortgagor under this section, such assigning mortgagee shall have no further obligation to Mortgagor for the proper application of such deposits.

1.9 Maintenance, Repairs, Alterations. Mortgagor will keep (or cause to be kept) the structures, improvements, fixtures, equipment and personalty on or at the Real Property in good condition and repair and to be protected from the elements in a reasonably prudent manner. Mortgagor will commit or permit no waste thereon and will do or permit no act by which the condition of the Mortgaged Property shall become materially adversely affected. Mortgagor will not remove, demolish or structurally alter any existing Improvements in a material manner (except for cosmetic improvements and repairs as may be desired by Mortgagor) without the prior written permission of Mortgagee not to be unreasonably withheld. Mortgagor will complete timely and in good and workmanlike manner any building or other improvement which may be constructed on the Property and promptly restore in like manner any Improvements which may be damaged or destroyed thereon; and Mortgagor will pay when due all claims for labor performed and materials furnished therefor. Mortgagor will use, occupy and operate, and will require its lessees or licensees to use, occupy or operate, the Mortgaged Property in compliance with all applicable laws, ordinances, regulations, covenants, conditions and restrictions.

1.10 Eminent Domain. Should the Mortgaged Property, or any part thereof or interest therein, be taken or damaged by reason of any public use or improvement or condemnation proceeding, or in any other manner ("Condemnation"), or should Mortgagor receive any notice or other information regarding such Condemnation, Mortgagor shall give prompt written notice thereof to Mortgagee. Mortgagor further covenants and agrees that any compensation, awards and other payments or relief granted in connection with a Condemnation (the "Proceeds") shall be assigned to

Mortgagee as their interest may appear, with any surplus inuring to Mortgagor. Any amounts received by Mortgagee hereunder (after payment of any costs in connection with obtaining same) shall, if retained by Mortgagee, be applied first in payment of any accrued interest and then in reduction of the then outstanding principal balance of the Note secured hereby, notwithstanding that the same may not then be due and payable. An amount so applied to principal shall be applied to the payment of any installments of principal due upon the Note in inverse order of their due dates.

1.11 Actions Affecting the Mortgage. Mortgagor shall appear in and contest any action or proceeding purporting to affect the security hereof or the rights of the Mortgagee with respect to the Mortgaged Property.

1.12 Actions by Mortgagee to Preserve Security. If Mortgagor fails to make any payment within the time allotted (including cure periods) or to do any act, after notice and cure, as and in the manner provided for in this Mortgage, after reasonable notice to Mortgagor and Mortgagor's failure to take reasonable corrective action, Mortgagee, in its discretion, without obligation so to do and without releasing Mortgagor from any obligation, may make or do the same in such manner and to such extent as the Mortgagee may deem necessary to protect the security hereof. Mortgagor will pay within ten days after demand all expenses incurred or paid by Mortgagee (including, but not limited to, attorneys fees and court costs) on account of the exercise of any of the aforesaid rights or privileges or on account of any litigation which may arise in connection with this Mortgage or the Note or on account of any attempt, without litigation, to enforce the terms of this Mortgage or the Note after an Event of Default. If the Mortgaged Property or any part thereof shall be advertised for foreclosure sale and not sold, Mortgagor shall pay all costs in connection therewith (failing which such costs shall be added to the Obligations). If Mortgagee shall obtain a money judgment, interest shall accrue and be due and payable on the judgment amount from the date of entry thereof until the judgment is paid in full. If Mortgagee engages an attorney to enforce the Note or this Mortgage, Mortgagor agrees to pay all costs of collection, including reasonable attorneys' fees, incurred by Mortgagee, either with or without the institution of any action or proceeding. All such costs and fees so incurred shall be added to the Obligations.

1.13 Liens. Mortgagor will not create, incur, assume or suffer to exist any mortgage, lien, charge, security interest or other encumbrance upon the Mortgaged Property, or any part thereof, other than the lien and security interests created hereby in favor of Mortgagee. If any other liens arise in violation of this Section, Mortgagor shall pay and promptly discharge, at Mortgagor's cost and expense, any other liens, encumbrances, judgments and other charges upon the Mortgaged Property or any part thereof or interest therein. Mortgagor shall have the right to contest in good faith the validity of any such lien, encumbrance or charge, provided Mortgagor shall first cause such lien, encumbrance or charge to be transferred to bond or other security, or otherwise deposit with Mortgagor security satisfactory to Mortgagee and thereafter diligently proceed to have such lien or encumbrance removed or discharged. If Mortgagor shall fail to discharge any such lien, encumbrance or charge, then, in addition to any other right or remedy of Mortgagee, Mortgagee may, but shall not be obligated to, discharge the same, either by paying the amount claimed to be due, or by procuring the discharge of such lien by depositing in court a bond for the amount claimed or otherwise giving security for such claim, or in such manner as is or may be prescribed by law. Any amount so paid by Mortgagee shall be added to the Obligations at Mortgagee's option.

1.14 Leases; Agreements of Sale.

(a) Other than the existing lease affecting the Mortgaged Property as identified in Exhibit "C", Mortgagor will not lease or permit anyone else to lease or sublease any portion of the Property without the prior consent of Mortgagee as to the form and content of any lease or sublease, including without limitation, the term and rental amount of such lease or sublease. In addition, Mortgagor shall not market the Property for sale or dispose of the Property by any means without the prior written consent of Mortgagee.

(b) Mortgagee shall not in any way assume or be deemed to have assumed any obligations as landlord under any leases or sublease or as seller under any agreements of sale. Mortgagor shall perform (or cause to be performed) every obligation of the lessor, sublessor or seller, as the case may be, and shall enforce every obligation of the lessee, sublessee or buyer, as the case may be, in every lease, sublease or agreement of sale or any tenancy with respect to the Property. Mortgagor shall not modify, alter, waive or cancel any lease, sublease, agreement of sale, or assign any such lease, sublease or any rents, other than to Mortgagee. At Mortgagee's request, Mortgagor shall deliver or cause to be delivered to Mortgagee, assignments of leases or subleases together with subordination and/or attornment agreements and estoppel letters or certificates from any or all tenants, all in form and substance as Mortgagee may require.

(c) From time to time as circumstances warrant or as requested by Mortgagee, Mortgagor shall furnish to Mortgagee a complete list of all agreements of sale, leases and subleases for the Property, in such detail as may be requested by Mortgagee, together with copies of all agreements of sale, leases and subleases, together with copies of correspondence and memoranda evidencing the relevant contractual arrangements.

(d) To the extent permitted by law, Mortgagor shall deposit with Mortgagee all monies collected as security (or escrow) deposits or other deposits under any leases, subleases or agreements of sale for the Mortgaged Property or any part thereof, and Mortgagee shall maintain the same in a non-interest bearing account. Mortgagee shall hold such security deposits pursuant to the terms and conditions of the respective leases, subleases or agreements of sale. To the extent not permitted under law to deposit the foregoing monies with Mortgagee, Mortgagor will comply with all applicable laws relating to such security (or escrow) deposits.

1.15 Assignment of Rents.

(a) Mortgagor assigns, sets over and delivers to Mortgagee all right, title, interest and privilege that Mortgagor has or may have in and to all Leases of any nature, as may have been or may from time to time be modified, extended, substituted or renewed, and all Rents; subject, however, to the conditional license granted to Mortgagor pursuant to subsection (d) below.

(b) Enforceable automatically upon an Event of Default, Mortgagee shall have the right to appear in any action or to collect and apply any Rents or other revenues of or proceeds from the Property. Mortgagee may give notice in writing of this assignment at any time and from time to

time to any tenants, subtenants, occupants or guarantors, all as Mortgagee may from time to time elect. Mortgagor agrees that any demand by Mortgagee on any tenant, subtenant, occupant or guarantor for payment of Rents will be sufficient warrant and authority for such tenant, subtenant, occupant or guarantor, as the case may be, to make payments of Rents to Mortgagee without the need for further consent from Mortgagor. If Mortgagee shall so require, Mortgagor shall obtain from each tenant, subtenant, occupant or guarantor, an acknowledgement of this Mortgage and the assignments provided for herein, and an agreement to attorn to Mortgagee, all in form and substance acceptable to Mortgagee.

(c) Mortgagor will, on request of Mortgagee, execute and deliver assignments in recordable form (together with financing statements) relative to any Lease or Rents. Mortgagee's absolute right to Rents and other properties and rights assigned hereunder shall not be contingent upon and may be exercised without possession of or title to the Property.

(d) So long as no Event of Default occurs, Mortgagor shall have the right, under a conditional license hereby granted (but limited as provided herein), to collect when due, but not in advance of when due, all Rents. Upon an Event of Default, Mortgagee, at its option and in addition to any other remedies available to Mortgagee, shall have the complete right, power and authority to exercise and enforce any or all of the following rights and remedies: (i) to terminate and revoke the conditional license provided to Mortgagor to collect Rents, and, with or without taking possession of the Property, to demand, collect, receive, sue for, attach and levy the Rents, in the name of Mortgagor or Mortgagee, and after deducting costs of collection and of exercising its remedies, to apply the net collected Rents against the Obligations in such order and manner as Mortgagee may determine; (ii) to enter upon, take possession of, manage and operate the Property as Mortgagee may elect; (iii) to let or relet the Property or any part thereof; (iv) to make, cancel, modify, renew, enforce or accept surrender of Leases, evict tenants and occupants, or bring or defend any suits in connection with the possession of the Property in Mortgagor's or Mortgagee's name; (v) to make repairs as Mortgagee deems appropriate; and (vi) to pursue other remedies provided for herein, in the Note or pursuant to applicable laws.

(e) The parties acknowledge and confirm the application of Florida Statutes, Section 697.07 entitled "Assignment of Rents" as in effect on the date hereof (as amended) to this transaction and the Mortgage, and agree that such Section 697.07 shall govern the rights of Mortgagee and liabilities of Mortgagor, and the parties further agree to be bound thereby.

1.16 Security Agreement. For value received, Mortgagor (as debtor) hereby grants to Mortgagee (as creditor and secured party) a continuing security interest in and lien upon all tangible and intangible personal property, fixtures or mixed property of Mortgagor encompassed within the Mortgaged Property, including without limitation, the properties, assets, rights and interests of Mortgagor included among the Mortgaged Property consisting of (as defined in the Uniform Commercial Code): (a) accounts or every type or nature, (b) instruments, (c) general intangibles, (d) documents, (e) chattel paper, (f) deposit accounts, (g) investment property, (h) equipment, and (i) all proceeds, accessions, substitutions, issues, income, revenues and profits of and from all of the foregoing, whether now owned or existing, or hereafter arising or acquired. Mortgagor shall execute such further documents as Mortgagee may require, including financing statements provided for under

the Uniform Commercial Code, in order to preserve, perfect and maintain the priority of the security interests created hereby. Mortgagor authorizes and empowers Mortgagee to execute and file on Mortgagor's behalf, all financing statements and refilings and continuations thereof as Mortgagee deems necessary or advisable to create, preserve and protect Mortgagee's liens, including, without limitation, to make any electronic filings, without Mortgagor's signature as permitted by the uniform commercial code. As to goods or property that are, or are intended to become, fixtures, this Mortgage is intended to be, and is, a security agreement and a financing statement as defined or provided for in the uniform commercial code, and shall be effective as a financing statement and fixture filing. Information concerning the security interest created or evidenced hereby can be obtained from Mortgagee, as secured party, at the address of Mortgagee set forth in the first paragraph of this Agreement. The principal place of business and mailing address of Mortgagor shall be the address of Mortgagor set forth in the first paragraph of this Mortgage.

THIS MORTGAGE SHALL BE EFFECTIVE AS A FINANCING STATEMENT FILED AS A FIXTURE FILING WITH RESPECT TO ALL PROPERTY WHICH IS OR IS TO BECOME FIXTURES RELATING TO REAL PROPERTY.

1.17 Zoning and Land Use. Mortgagor will not without the prior written consent of Mortgagee permit, allow or consent to any change or modification in the existing zoning or land use classification affecting the Mortgaged Property. Mortgagor will at all times comply with all laws, regulations and rules of all governmental authorities having jurisdiction over the Mortgaged Property pertaining to zoning and land use.

1.18 Continuing Effect of Warranties and Covenants. All representations, warranties and covenants of Mortgagor contained herein or incorporated by reference shall remain continuing obligations, warranties and representations of Mortgagor during any time when any portion of the Obligations secured by this Mortgage remain outstanding.

1.19 Environmental Condition of Property; Indemnification.

(a) Mortgagor warrants and represents to Mortgagee after thorough investigation: (i) that to Mortgagor's knowledge, the Property is now and at all times hereafter will continue to be in full compliance with all federal, state and local environmental laws and regulations; and (ii) as of the date hereof there are no hazardous or toxic materials, substances, wastes or other environmentally regulated substances, the presence of which is limited, regulated or prohibited by any state, federal or local governmental authority or agency having jurisdiction in the premises, or which are otherwise known to pose a hazard to health or safety of occupants of the Property, located on, in or under the Property or used in connection therewith; and (iii) Mortgagor shall notify Mortgagee of any changes in the nature or extent of any hazardous or toxic materials, substances or wastes maintained on, in or under the Property or used in connection therewith, and will transmit to Mortgagee copies of any citations, orders, notices or other material governmental or other communication received with respect to any other hazardous materials, substances, wastes or other environmentally regulated substances affecting the Property.

(b) Mortgagor shall indemnify and hold Mortgagee harmless from and against any and all damages, penalties, fines, claims, liens, suits, liabilities, costs (including clean-up costs), judgments and expenses (including attorneys', consultants' or experts' fees and expenses) of every kind and nature suffered by or asserted against Mortgagee as a direct or indirect result of any warranty or representation made by Mortgagor herein being false or untrue in any material respect or any requirement under any law, regulation or ordinance, local, state or federal, which requires the elimination or removal of any hazardous materials, substances, wastes or other environmentally regulated substances by Mortgagee, Mortgagor or any transferee of Mortgagor or Mortgagee. To the extent that Mortgagee is held or exposed to strict liability, or liability regardless of lack of knowledge by the Mortgagee of the violation of any requirement hereinabove described, Mortgagor's obligation to Mortgagee under this section shall likewise be without regard to fault or knowledge on the part of the Mortgagor with respect to such violation. Mortgagor's obligations under this Section shall not be limited to any extent by the term of the Loan secured hereby, and, as to any act or occurrence prior to payment in full and satisfaction of the Loan which gives rise to liability hereunder, shall continue, survive and remain in full force and effect notwithstanding payment in full and satisfaction of this Mortgage or foreclosure under this Mortgage, or delivery of a deed in lieu of foreclosure.

1.20 Transfer of the Mortgaged Property; Due on Sale. If Mortgagor conveys, transfers or encumbers all or any portion of its ownership in the Mortgaged Property, without Mortgagee's prior written approval, the same shall constitute an Event of Default, and the Loan shall be immediately due and payable in full, and Mortgagor shall receive and hold in trust all proceeds for the benefit of Mortgagee.

1.21 Subrogation. Mortgagee shall be subrogated to liens in favor of the owners' association pursuant to the Declaration, if any, and vendor's lien or liens, superior titles and prior mortgages, liens, encumbrances, rights, equities and charges of all kinds on or affecting the Property to the extent that the same are paid or discharged from monies advanced, if any, by Mortgagee.

1.22 Transfer or Encumbrance of the Mortgaged Property; Due on Sale. If, without Mortgagee's prior written approval (which may be granted or withheld in Mortgagee's sole and absolute discretion), Mortgagor conveys, transfers or encumbers the any or all of the Mortgaged Property, or leases the Mortgaged Property, the same shall constitute an Event of Default, and the Loan shall be immediately due and payable in full, and Mortgagor shall receive and hold in trust all proceeds for the benefit of Mortgagee, and pay over all such proceeds, with an accounting and without waiver by Mortgagee as to any deficiency in amounts due under the Loan or Indebtedness.

1.23 Documentary Stamp and Intangibles Tax. This Mortgage secures a principal Loan amount of \$704,000.00 Florida documentary stamp taxes in the amount of \$2,464.00, and non-recurring intangibles taxes in the amount of \$1,408.00 are being paid upon recordation of this Mortgage in the public records of Miami-Dade County, Florida. If any additional taxes are determined to be due and payable with respect to the Loan or any future advances, Mortgagor shall be responsible for such payment, together with any penalties or late charges.

1.24 Future Advances. This Mortgage shall secure the payment of all future and further advances that Mortgagee may make hereunder, at Mortgagee's option, to or for the benefit of the

Mortgagor, its heirs, personal representatives, successors and assigns, within twenty (20) years from the date hereof, to the same extent and with the same effect as if such future advances were made on the date of the execution of this Mortgage; provided, however, that the total amount of such future advances may not, when added to the unpaid balance of the Indebtedness, exceed \$1,408,000.00, plus interest, costs, sums advanced for protection of the lien of the Mortgage and expenses of the Mortgagee. Mortgagee shall be under no obligation to lend any sums in excess of the face amount of the Note.

1.25 Financial Covenants.

(a) Mortgagor shall keep adequate records and books of account with respect to its business activities in which proper entries are made in accordance with GAAP reflecting all its financial transactions.

(b) Mortgagor shall maintain a minimum annual Debt Service Coverage Ratio (defined below) of 1.25 for so long as the Obligations remain outstanding; satisfaction of this covenant shall be tested annually, beginning with Mortgagor's corporate tax return for the fiscal year ending December 31, 2014. "Debt Service Coverage Ratio" shall mean net operating income of Mortgagor divided by yearly principal and interest debt service on outstanding Indebtedness.

(c) Mortgagor shall cause to be prepared and furnished to Mortgagee the following upon request by Mortgagee: (i) annual signed tax returns for each of Borrower and all Guarantors, including any and all K-1 schedules within 30 days of filing; (ii) signed personal financial statements of Guarantors, provided annually, with copies of all documents requested by Mortgagee in connection therewith within 30 days of each Loan anniversary date; (iii) information deemed necessary to Mortgagee in order to verify each of Mortgagor's and all Guarantors' liquidity on an annual basis; (iv) copies of all sales reports and any other financial information received by Mortgagor from Mortgagor's tenant of the Mortgaged Property; (v) copy of its signed leases, including any and all addendums and amendments thereto; (vi) annual proof of renewals of all insurance coverage required hereunder; and (vii) an annual rent roll.

ARTICLE 2 DEFAULTS AND REMEDIES

2.1 Events of Default. Any one or more of the following shall constitute a default under this Mortgage and the Note secured hereby (sometimes referred to herein as an "Event of Default"):

(a) Failure of Mortgagor to make any payment required by the Note.

(b) Failure of Mortgagor to pay the amount of any costs, expenses or fees (including attorneys fees) of the Mortgagee, with interest thereon, within thirty days of demand therefor or otherwise as required by any provision of this Mortgage.

(c) If Mortgagor violates, breaches or otherwise fails to perform any covenant or undertaking of the Mortgagor under this Mortgage, other than the covenant to make payments required by the Note or this Mortgage, and fails to cure same within thirty (30) days after notice.

(d) The institution of any bankruptcy, reorganization or insolvency proceedings by or against the Mortgagor or the appointment of a receiver or a similar official with respect to the Mortgaged Property, and a failure to have such proceedings dismissed or such appointment vacated within a period of thirty (30) days.

(e) If Mortgagor encumbers, conveys or disposes of its interest in or title to the Property, in violation of the terms hereof or of the Loan Agreement.

(f) If Mortgagor, pursuant to Florida Statutes, Section 697.04 (1)(b), as amended, shall file for record a notice limiting the maximum amount that may be secured by this Mortgage.

(g) If an Event of Default occurs under the Loan Agreement, the Note or any other document associated with the Loan (the "Loan Documents").

2.2 Acceleration Upon Default, Additional Remedies. If one or more Events of Default hereunder shall occur, the remedies available to Mortgagee shall include, but not necessarily be limited to, any one or more of the following:

(a) Mortgagee may declare the entire unpaid balance of the Indebtedness to be immediately due and payable.

(b) Mortgagee may seek a judgment for the Indebtedness and Obligations due hereunder, and foreclose on this Mortgage and pursue such other rights or remedies provided for under applicable law.

(c) Without regard to the value, adequacy or occupancy of the security hereunder, Mortgagee shall be entitled as a matter of right if it so elects to the appointment of a receiver to enter upon and take possession of the Mortgaged Property and to collect all Rents, income and other benefits thereof and apply the same as the court may direct. The expenses, including, without limitation, receiver's fees, attorneys' fees, costs and agent's compensation, incurred pursuant to the powers herein contained shall be secured by this Mortgage. The right to enter and take possession of and to manage and operate the Mortgaged Property and to collect all rents, income and other benefits thereof, whether by a receiver or otherwise, shall be cumulative to any other right or remedy hereunder or afforded by law and may be exercised concurrently therewith or independently thereof. Mortgagee shall be liable to account only for such rents, income and other benefits actually received by the Mortgagee. Notwithstanding the appointment of any receiver or other custodian, Mortgagee shall be entitled as pledgee to the possession and control of any cash, accounts, rents, deposits, proceeds or instruments at the time held by, or payable or deliverable under the terms of this Mortgage to the Mortgagee.

(d) Without any notice to Mortgagor (such notice being expressly waived), set-off or apply any and all deposits or other funds (general or special, time or demand, provisional or final) at any time held by Mortgagee to or for the credit or the account of Mortgagor against any Obligations irrespective of whether any demand has been made hereunder or whether such Obligations are mature. The rights given hereunder are cumulative with all of the other rights and remedies of Mortgagee, including other rights of set-off, under this Mortgage, any other agreement or by operation of law or otherwise and shall also constitute a security interest in such deposits.

2.3 Additional Provisions. All remedies available to Mortgagee with respect to this Mortgage and/or under applicable law shall be cumulative and may be pursued concurrently or successively. No delay by Mortgagee in exercising any such remedy shall operate as a waiver thereof or preclude the exercise thereof during the continuance of that or any subsequent default.

2.4 Costs and Fees. Mortgagor shall pay within 10 days of demand all costs and expenses incurred by the Mortgagee in the enforcement of any right or remedy available to Mortgagee hereunder (or defending any action brought by Mortgagor the validity or enforceability of any provision hereof), including Mortgagee's reasonable attorneys' fees, whether suit be brought or not, whether incurred at trial, or appeal, or in any administrative, arbitration or bankruptcy proceeding. All such sums shall be Obligations secured by the lien of this Mortgage.

2.5 Remedies Not Exclusive. Mortgagee shall be entitled to enforce payment and performance of any Indebtedness or Obligations secured hereby and to exercise all rights and powers under this Mortgage and under any other agreement or any laws now or hereafter in force, notwithstanding some or all of the Obligations secured hereby may now or hereafter be otherwise secured, whether by mortgage, pledge, lien, assignment or otherwise. Neither the acceptance of this Mortgage nor its enforcement shall prejudice or in any manner affect Mortgagee's right to realize upon or enforce any other security now or hereafter held by Mortgagee, it being agreed that Mortgagee shall be entitled to enforce this Mortgage and any other security now or hereafter held by Mortgagee in such order and manner as Mortgagee may in its absolute discretion determine. No remedy herein conferred upon or reserved to Mortgagee is intended to be exclusive of any other remedy herein or by law provided or permitted, but each shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute. Every power or remedy given to Mortgagee or to which it may be otherwise entitled, may be exercised, concurrently or independently, from time to time and as often as may be deemed expedient by Mortgagee and it may pursue inconsistent remedies.

2.6 Interest upon Default. If an Event of Default occurs, the unpaid principal balance of the Indebtedness shall bear interest at a rate equal to the lesser of (i) twenty four percent (24%) per annum (the "Default Rate"); or (ii) the highest lawful rate permissible under applicable usury laws (the "Highest Lawful Rate"), until such time as the default giving rise to such Event of Default is cured (to the extent same may be cured and Mortgagee is willing to accept such cure, which determination shall be made in Mortgagee's sole and exclusive discretion), or, if not cured, to the date all Obligations due to Lender under the Note and Loan Documents have been paid in full; provided, however, that in no event shall the Default Rate be in excess of the Highest Lawful Rate

2.7 No Marshalling. Mortgagor for itself and any of its present or future creditors (other than Mortgagee) hereby waives any rights he may have to require Mortgagee to marshal any of security for the Obligations or liquidate the Mortgaged Property in any order or by portions thereof.

ARTICLE 3 MISCELLANEOUS

3.1 Notices. All notices, demands and requests given by either party hereto to the other party shall be in writing. All notices, demands and requests by Mortgagee to Mortgagor shall be deemed to have been properly given if sent by United States registered or certified mail, postage prepaid, addressed to the Mortgagor, at the address set forth on page 1 hereof, or at such other address as Mortgagor may from time to time designate by written notice to Mortgagee, given as herein required. Notices, demands and requests given in the manner aforesaid shall be deemed sufficiently served or given for all purposes hereunder at the time such notice, demand or request shall be deposited in any post office or branch post office regularly maintained by the United States Government.

3.2 Modifications in Writing. This Mortgage may not be changed, terminated or modified orally or in any other manner than by an instrument in writing signed by the party against whom enforcement is sought.

3.3 Captions. The captions or headings at the beginning of each Section hereof are for the convenience of the parties and are not a part of this Mortgage.

3.4 Partial Unenforceability. If the lien of this Mortgage is invalid or unenforceable as to any part of the indebtedness hereby secured, or if the lien is invalid or unenforceable as to any part of the Mortgaged Property, the unsecured portion of said debt shall be completely paid prior to the payment of the secured portion thereof, and all payments made on said debt, whether voluntary or otherwise, shall be considered to have been first paid on and applied to the full payment of that portion of the debt which is not secured or fully secured by the lien of this Mortgage.

3.5 Severability. Should any one or more of the provisions of this Mortgage be determined to be illegal or unenforceable as to one or more parties, all other provisions, nevertheless, shall remain effective and binding on the parties.

3.6 Governing Law. This Mortgage shall be governed by and construed in accordance with the laws of the State of Florida; provided, however, that if the conflict or choice of law rules would choose the law of another state, Mortgagor hereby waives such rules and agrees that Florida substantive, procedural and constitutional law shall nonetheless govern. No act of the Mortgagee shall be construed as an election to proceed under any one provision of the Mortgage or of the applicable statutes of the State of Florida to the exclusion of any other such provision, anything herein or otherwise to the contrary notwithstanding.

3.7 Interest; Limit of Validity. All agreements between Mortgagor and Mortgagee are expressly limited so that in no contingency or event whatsoever, whether by reason of advancement of the proceeds hereof, acceleration of maturity of the unpaid principal balance hereof, or otherwise, shall the amount paid or agreed to be paid to the Mortgagee for the use, forbearance or detention of the money to be advanced hereunder exceed the Highest Lawful Rate (as herein defined). If, from any circumstances whatsoever fulfillment of any provision hereof or of the Note shall involve transcending the limit of validity prescribed by any law which a court of competent jurisdiction may deem applicable hereto, then, *ipso facto*, the obligation to be fulfilled shall be reduced to the limit of such validity, and, if from any circumstance Mortgagee shall ever receive as interest an amount which would exceed the Highest Lawful Rate, such amount which would be excessive interest shall be applied to the reduction of the unpaid principal balance due hereunder and not to the payment of interest. This provision shall control every other provision of all agreements between Mortgagor and Mortgagee.

3.8 Successors and Assigns. The provisions hereof shall be binding upon and shall inure to the benefit of Mortgagor, his heirs, personal representatives, successors and assigns, and shall be binding upon and shall inure to the benefit of Mortgagee, their heirs, personal representatives, successors and assigns. In the event the ownership of the Property becomes vested in a person other than Mortgagor, Mortgagee may, without notice to Mortgagor, deal with such successor or successors in interest with reference to this instrument and the obligations hereby secured in the same manner as with the Mortgagor.

3.9 Prepayment. Mortgagor has the right to prepay the Loan, in whole or in part, without penalty, at any time, as provided in the Loan Agreement.

3.10 No Accord or Satisfaction. No payment by Mortgagor, or acceptance by Mortgagee, of a lesser amount than shall be due from Mortgagor to Mortgagee shall be treated otherwise than as a payment on account, to be applied (and/or re-applied) by Mortgagee against Mortgagor's Obligations to Mortgagee as Mortgagee selects in their sole and uncontrolled discretion, and the acceptance by Mortgagee of a check for a lesser amount with an endorsement or statement thereon, or of any letter accompanying such check, stating that such lesser amount is payment in full, purporting to direct or directing the application of any such sum shall be given no effect, and Mortgagee may accept and collect such check without prejudice to any rights or remedies which Mortgagee may have against Mortgagor.

3.11 Satisfaction. Upon payment in full of the Indebtedness, Mortgagee will promptly deliver to Mortgagor a final satisfaction of Mortgage in recordable form and otherwise in form reasonably acceptable to Mortgagor.

3.12 Mortgagor's Corporate Structure. Mortgagor represents and warrants for so long as any Obligations remain outstanding, no (i) sale of equity ownership or membership interest in Mortgagor as of the date hereof, or (ii) change in Mortgagor's management as of the date hereof shall occur. Any loans to Mortgagor by members, shareholders, partners, or other interested party or affiliate of Mortgagor shall be subordinate in all respects to the interest of Mortgagee hereunder for

so long as the Obligations remain outstanding.

3.13 Further Assurances. Mortgagor shall make, execute and deliver, or cause to be made, executed and delivered to Mortgagee and, where appropriate, shall cause to be recorded or filed, and from time to time thereafter to be re-recorded or refiled, at such time and in such offices and places as Mortgagee may require, any and all such further mortgages, amendments, instruments of further assurance, assignments, financing statements, certificates and other documents as Mortgagee may consider necessary or desirable in order to effectuate, complete or perfect, or to continue and preserve the security hereof. Upon any failure by Mortgagor to do so, for value received, Mortgagor appoints Mortgagee as agent and attorney-in-fact (coupled with an interest), and Mortgagor irrevocably authorizes Mortgagee, as agent and attorney-in-fact, or its successor in such capacity, to make, execute, record, file, re-record or refile any and all such mortgages, amendments, instruments, assignments, financing statements, certificates and documents for and in the name of Mortgagor.

3.14 WAIVER OF JURY TRIAL. MORTGAGOR AND MORTGAGEE (BY MORTGAGEE'S ACCEPTANCE OF THIS MORTGAGE) EACH HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY, AFTER OPPORTUNITY FOR CONSULTATION WITH INDEPENDENT COUNSEL, WAIVES ITS RIGHT TO TRIAL BY JURY IN ANY ACTION OR PROCEEDING TO ENFORCE OR DEFEND ANY RIGHTS OR OBLIGATIONS (I) UNDER THIS MORTGAGE, OR (II) ARISING FROM THE FINANCIAL RELATIONSHIP BETWEEN THE PARTIES EXISTING IN CONJUNCTION WITH THIS MORTGAGE, THE NOTE OR ANY OTHER LOAN DOCUMENT OR AGREEMENT DELIVERED IN CONNECTION HERewith, OR (III) ARISING FROM ANY COURSE OF DEALING, COURSE OF CONDUCT, STATEMENT (VERBAL OR WRITTEN) OR ACTION OF THE PARTIES IN CONNECTION WITH SUCH FINANCIAL RELATIONSHIP.

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IN WITNESS WHEREOF, this Mortgage has been executed and delivered by Mortgagor and Mortgagee, effective as of the date reflected in the introductory paragraph.

Signed, sealed and delivered
in the presence of:

MORTGAGOR

RCRMF LLC, a Florida limited liability company

Margarita Perez
Name: MARGARITA PEREZ

Rafael J. Fernandez, Jr.
By: Rafael J. Fernandez, Jr., Manager

Carmen Melville
Name: CARMEN MELVILLE

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

The foregoing instrument was acknowledged before me this 20 day of December, 2013 by Rafael J. Fernandez, Jr. as Manager of RCRMF LLC, a Florida limited liability company on behalf of the company. He [check one] ☒ is personally known to me or ☐ has proved to me on the basis of satisfactory identification to be the person who executed this instrument.

Margarita Perez
Notary Public, State of Florida
My Commission expires:



EXHIBIT "A"

LEGAL DESCRIPTION

The South 20 feet of Lot 27 and all of Lot 28 in Block 22, CORAL GABLES CRAFTS SECTION, as per plat recorded in Plat Book 10, Page 40, of the Public Records of Miami-Dade County, Florida.

EXHIBIT "B"

PERMITTED EXCEPTIONS

1. All matters contained on the Plat of Coral Gables Crafts Section as recorded in Plat Book 10, at Page 40 of the Public Records of Miami-Dade County, Florida
2. Dedication to the public by George Merrick filed December 16, 1924 at File No. 117788 of the Public Records of Miami-Dade County, Florida
3. Easement recorded in deed Book 839, at Page 106, as affected by Deed Book 506, at Page 37 of the Public Records of Miami-Dade County, Florida
4. Easement recorded in Deed Book 939, at Page 435, assigned in Deed Book 1004, at Page 496 of the Public Records of Miami-Dade County, Florida
5. Easement recorded in Deed Book 939, at Page 443, assigned in Deed Book 1004, at Page 499 of the Public Records of Miami-Dade County, Florida
6. Easement in Warranty Deed recorded in Deed Book 1304, at Page 9 of the Public Records of Miami-Dade County, Florida

EXHIBIT "C"
LEASE

Unrecorded Commercial Lease Agreement by and between Guy W. Turner and Margarita Turner, as Landlord, and Matrix Care LLC, a Florida limited liability, dated August 1, 2011, as assigned to RCRMF LLC, a Florida limited liability company via Assignment of Lease.

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Succeeding Institution

Marquis Bank



Institution Details

Data as of 08/20/2021



Institution Closed

Merged or acquired on
03/27/2020
without government
assistance

FDIC Cert #
58345

Established
08/13/2007

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

**Primary Federal
Regulator**
Federal Deposit
Insurance Corporation

Main Office Address
355 Alhambra Circle,
Suite 125
Coral Gables, FL 33134

Financial Information
[Create financial reports
for this institution](#)

Consumer Assistance
[Federal Reserve Cons...](#)

Contact the FDIC
[Marquis Bank](#)

**Professional
Bank
Cert - 58862**



FDIC Insured
Since 09/08/2008
[Click to View
Succeeding
Institution](#)

See the succeeding
institution for more
information.

Get additional detailed information by selecting from the following:

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This information is not available for inactive institutions.

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Professional Bank



Institution Details

Data as of 08/20/2021



FDIC Insured
Since 09/08/2008

FDIC Cert #
58862

Established
09/08/2008

Bank Charter Class
State Chartered Banks, member
of the Federal Reserve System
(FRS)

Primary Federal Regulator
Federal Reserve Board

Main Office Address
396 Alhambra Cir
Coral Gables, FL 33134

Primary Website
www.myprobank.com

Locations
9 domestic locations: 1 state and
0 territories.
0 in foreign locations.

Financial Information
[Create financial reports for this
institution](#)

Consumer Assistance
[Federal Reserve Consumer Help](#)

Contact the FDIC
[Professional Bank](#)

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9 Branch Offices

Hide ^

Results

25 ▼



1



Page #

Go

UNINUM	Branch Number	Name	Address	City	County	State
471112	Main Office	Professional Bank	396 Alhambra Cir Coral Gables, FL 33134	Coral Gables	Miami-Dade	FL
548610	2	South Miami Branch	1518 San Ignacio Avenue Coral Gables, FL 33146	Coral Gables	Miami-Dade	FL
592565	3	Palm Beach Gardens Branch	5100 Pga Blvd Palm Beach Gardens, FL 33418	Palm Beach Gardens	Palm Beach	FL
613547	4	Boca Raton Branch	980 North Federal Highway Boca Raton, FL 33432	Boca Raton	Palm Beach	FL
613548	5	Dadeland Branch	9150 S Dadeland Blvd Miami, FL 33156	Miami	Miami-Dade	FL
			19058 Ne			

567011	6	Aventura Branch	29th Avenue Aventura, FL 33180	Aventura	Miami-Dade	FL
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607787	7	Ft Lauderdale Branch	201 Se 12th St Fort Lauderdale, FL 33316	Fort Lauderdale	Broward	FL
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625538	9	Wellington Branch	12008 South Shore Blvd Wellington, FL 33414	Wellington	Palm Beach	FL
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629214	10	Doral Branch	9690 Nw 41st St Doral, FL 33178	Doral	Miami-Dade	FL
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RECORDATION REQUESTED BY:

Wells Fargo Bank, National Association
Dade/Monroe Business Banking 1
200 S Biscayne Blvd
Miami, FL 33131

WHEN RECORDED MAIL TO:

Wells Fargo Bank, National Association
BBOCS Business Lending Loan Operations Center LDI
P.O. Box 65119
San Antonio, TX 78265

CMP Title & Escrow Services, Inc.
10640 NW 27th St., Suite A201
Doral, FL 33172
File # 19-1773

This Mortgage prepared by:

Name: Javier Salazar
Company: Wells Fargo Bank, National Association
Address: 200 S Biscayne Blvd, Miami, FL 33131



200241412385400490

MORTGAGE

THIS MORTGAGE dated January 23, 2020, is made and executed between RCRMF LLC, a Florida limited liability company, whose address is 2916 S DOUGLAS ROAD, CORAL GABLES, FL 33146 (referred to below as "Grantor") and Wells Fargo Bank, National Association, whose address is 200 S Biscayne Blvd, Miami, FL 33131 (referred to below as "Lender").

GRANT OF MORTGAGE. For valuable consideration, Grantor mortgages to Lender all of Grantor's right, title, and interest in and to the following described real property, together with all existing or subsequently erected or affixed buildings, improvements and fixtures; all easements, rights of way, and appurtenances; all water, water rights, watercourses and ditch rights (including stock in utilities with ditch or irrigation rights); and all other rights, royalties, and profits relating to the real property, including without limitation all minerals, oil, gas, geothermal and similar matters, (the "Real Property") located in Miami-Dade County, State of Florida:

THIS MORTGAGE SECURES A TERM LOAN. FLORIDA DOCUMENTARY STAMP TAX IN THE AMOUNT OF \$3,845.80 AND FLORIDA NON-RECURRING INTANGIBLE TAX IN THE AMOUNT OF \$2,197.50 ARE BEING PAID UPON RECORDATION OF THIS INSTRUMENT.

Future Advances. This Mortgage shall secure not only Indebtedness existing on the date hereof, but also any and all future advances, whether such advances are obligatory or are made at the option of Lender or otherwise, as are made within 20 years from the date hereof, to the same extent as if such future advances were made on the date of the execution of this Mortgage, as set forth in Section 697.04, Florida Statutes, as amended from time to time. The total amount of indebtedness that may be so secured may decrease to a zero amount from time to time, or may increase from time to time, but the total amount of the Indebtedness shall not exceed two times the maximum principal amount of the Note, plus interest thereon, and any advances or disbursements made for the benefit or protection of or the payment of taxes, assessments, levies or insurance upon the Property, and, to the extent permitted by law, advances or disbursements made for the protection of the Property or the priority of the lien granted herein or the condition of the Property, with interest on such disbursements as provided herein. All covenants and agreements contained in this Mortgage shall be applicable to all further advances made by Lender to Grantor under this future advance clause. Grantor agrees that Grantor will not, without the prior consent of Lender, execute and record any notice limiting the right of Lender to make or Grantor to accept future advances hereunder.

Non-Homestead. Grantor represents and warrants that no Grantor nor any members of his/her family reside upon the property nor upon any lands contiguous thereto. The purpose of the foregoing statement is to establish that the property is not the homestead of Grantor.

See Exhibit A attached hereto and made a part hereof.

The Real Property or its address is commonly known as 2916 S DOUGLAS RD, CORAL GABLES, FL 33134.

MORTGAGE (Continued)

Page 2

The Real Property tax identification number is 03-4117-005-6050.

Grantor presently assigns to Lender all of Grantor's right, title, and interest in and to all present and future leases of the Property and all Rents from the Property. In addition, Grantor grants to Lender a Uniform Commercial Code security interest in the Personal Property and Rents.

THIS MORTGAGE, INCLUDING THE ASSIGNMENT OF RENTS AND THE SECURITY INTEREST IN THE RENTS AND PERSONAL PROPERTY, IS GIVEN TO SECURE (A) PAYMENT OF THE INDEBTEDNESS AND (B) PERFORMANCE OF ANY AND ALL OBLIGATIONS UNDER THE NOTE IN THE ORIGINAL PRINCIPAL AMOUNT OF \$1,098,760.00, THE RELATED DOCUMENTS, AND THIS MORTGAGE. THIS MORTGAGE IS GIVEN AND ACCEPTED ON THE FOLLOWING TERMS:

PAYMENT AND PERFORMANCE. Except as otherwise provided in this Mortgage, Grantor shall pay to Lender all amounts secured by this Mortgage as they become due and shall strictly perform all of Grantor's obligations under this Mortgage.

POSSESSION AND MAINTENANCE OF THE PROPERTY. Grantor agrees that Grantor's possession and use of the Property shall be governed by the following provisions:

Possession and Use. Until the occurrence of an Event of Default, Grantor may (1) remain in possession and control of the Property; (2) use, operate or manage the Property; and (3) collect the Rents from the Property.

Duty to Maintain. Grantor shall maintain the Property in tenantable condition and promptly perform all repairs, replacements, and maintenance necessary to preserve its value.

Compliance With Environmental Laws. Grantor represents and warrants to Lender that: (1) During the period of Grantor's ownership of the Property, there has been no use, generation, manufacture, storage, treatment, disposal, release or threatened release of any Hazardous Substance by any person on, under, about or from the Property; (2) Grantor has no knowledge of, or reason to believe that there has been, except as previously disclosed to and acknowledged by Lender in writing, (a) any breach or violation of any Environmental Laws, (b) any use, generation, manufacture, storage, treatment, disposal, release or threatened release of any Hazardous Substance on, under, about or from the Property by any prior owners or occupants of the Property, or (c) any actual or threatened litigation or claims of any kind by any person relating to such matters; and (3) Except as previously disclosed to and acknowledged by Lender in writing, (a) neither Grantor nor any tenant, contractor, agent or other authorized user of the Property shall use, generate, manufacture, store, treat, dispose of or release any Hazardous Substance on, under, about or from the Property; and (b) any such activity shall be conducted in compliance with all applicable federal, state, and local laws, regulations and ordinances, including without limitation all Environmental Laws. Grantor authorizes Lender and its agents to enter upon the Property to make such inspections and tests, at Grantor's expense, as Lender may deem appropriate to determine compliance of the Property with this section of the Mortgage. Any inspections or tests made by Lender shall be for Lender's purposes only and shall not be construed to create any responsibility or liability on the part of Lender to Grantor or to any other person. The representations and warranties contained herein are based on Grantor's due diligence in investigating the Property for Hazardous Substances. Grantor hereby (1) releases and waives any future claims against Lender for indemnity or contribution in the event Grantor becomes liable for cleanup or other costs under any such laws; and (2) agrees to indemnify, defend, and hold harmless Lender against any and all claims, losses, liabilities, damages, penalties, and expenses which Lender may directly or indirectly sustain or suffer resulting from a breach of this section of the Mortgage or as a consequence of any use, generation, manufacture, storage, disposal, release or threatened release occurring prior to Grantor's ownership or interest in the Property, whether or not the same was or should have been known to Grantor. The provisions of this section of the Mortgage, including the obligation to indemnify and defend, shall survive the payment of the indebtedness and the satisfaction and reconveyance of the lien of this Mortgage and shall not be affected by Lender's acquisition of any interest in the Property, whether by foreclosure or otherwise.

Nuisance, Waste. Grantor shall not cause, conduct or permit any nuisance nor commit, permit, or suffer any stripping of or waste on or to the Property or any portion of the Property. Without limiting the generality of the foregoing, Grantor will not remove, or grant to any other party the right to remove, any timber, minerals (including oil and gas), coal, clay, scoria, soil, gravel or rock products without Lender's prior written consent.

Removal of Improvements. Grantor shall not demolish or remove any Improvements from the Real Property without Lender's prior written consent. As a condition to the removal of any Improvements, Lender may require Grantor to make arrangements satisfactory to Lender to replace such Improvements with Improvements of at least equal value.

Lender's Right to Enter. Lender and Lender's agents and representatives may enter upon the Real Property at all reasonable times to attend to Lender's interests and to inspect the Real Property for purposes of Grantor's compliance with the terms and conditions of this Mortgage.

Subsequent Liens. Grantor shall not allow any subsequent liens or mortgages on all or any portion of the Property without the prior written consent of Lender.

Compliance with Governmental Requirements. Grantor shall promptly comply with all laws, ordinances, and regulations, now or hereafter in effect, of all governmental authorities applicable to the use or occupancy of the Property, including without limitation, the Americans With Disabilities Act. Grantor may contest in good faith any such law, ordinance, or regulation and withhold compliance during any proceeding, including appropriate appeals, so long as Grantor has notified Lender in writing prior to doing so and so long as, in Lender's sole opinion, Lender's interests in the Property are not jeopardized. Lender may require Grantor to post adequate security or a surety bond, reasonably satisfactory to Lender, to protect Lender's interest.

Duty to Protect. Grantor agrees neither to abandon or leave unattended the Property. Grantor shall do all other acts, in addition to those acts set forth above in this section, which from the character and use of the Property are reasonably necessary to protect and preserve the Property.

**MORTGAGE
(Continued)**

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DUE ON SALE - CONSENT BY LENDER. Lender may, at Lender's option, declare immediately due and payable all sums secured by this Mortgage upon the sale or transfer, without Lender's prior written consent, of all or any part of the Real Property, or any interest in the Real Property. A "sale or transfer" means the conveyance of Real Property or any right, title or interest in the Real Property; whether legal, beneficial or equitable; whether voluntary or involuntary; whether by outright sale, deed, installment sale contract, land contract, contract for deed, leasehold interest with a term greater than three (3) years, lease-option contract, or by sale, assignment, or transfer of any beneficial interest in or to any land trust holding title to the Real Property, or by any other method of conveyance of an interest in the Real Property. If any Grantor is a corporation, partnership or limited liability company, transfer also includes any restructuring of the legal entity (whether by merger, division or otherwise) or any change in ownership of more than twenty-five percent (25%) of the voting stock, partnership interests or limited liability company interests, as the case may be, of such Grantor. However, this option shall not be exercised by Lender if such exercise is prohibited by federal law or by Florida law.

TAXES AND LIENS. The following provisions relating to the taxes and liens on the Property are part of this Mortgage:

Payment. Grantor shall pay when due (and in all events prior to delinquency) all taxes, payroll taxes, special taxes, assessments, water charges and sewer service charges levied against or on account of the Property, and shall pay when due all claims for work done on or for services rendered or material furnished to the Property. Grantor shall maintain the Property free of any liens having priority over or equal to the interest of Lender under this Mortgage, except for those liens specifically agreed to in writing by Lender, and except for the lien of taxes and assessments not due as further specified in the Right to Contest paragraph.

Right to Contest. Grantor may withhold payment of any tax, assessment, or claim in connection with a good faith dispute over the obligation to pay, so long as Lender's interest in the Property is not jeopardized. If a lien arises or is filed as a result of nonpayment, Grantor shall within fifteen (15) days after the lien arises or, if a lien is filed, within fifteen (15) days after Grantor has notice of the filing, secure the discharge of the lien, or if requested by Lender, deposit with Lender cash or a sufficient corporate surety bond or other security satisfactory to Lender in an amount sufficient to discharge the lien plus any costs and reasonable attorneys' fees, or other charges that could accrue as a result of a foreclosure or sale under the lien. In any contest, Grantor shall defend itself and Lender and shall satisfy any adverse judgment before enforcement against the Property. Grantor shall name Lender as an additional obligee under any surety bond furnished in the contest proceedings.

Evidence of Payment. Grantor shall upon demand furnish to Lender satisfactory evidence of payment of the taxes or assessments and shall authorize the appropriate governmental official to deliver to Lender at any time a written statement of the taxes and assessments against the Property.

Notice of Construction. Grantor shall notify Lender at least fifteen (15) days before any work is commenced, any services are furnished, or any materials are supplied to the Property, if any mechanic's lien, materialmen's lien, or other lien could be asserted on account of the work, services, or materials. Grantor will upon request of Lender furnish to Lender advance assurances satisfactory to Lender that Grantor can and will pay the cost of such improvements.

PROPERTY DAMAGE INSURANCE. The following provisions relating to insuring the Property are a part of this Mortgage:

Maintenance of Insurance. Grantor shall procure and maintain policies of fire insurance with standard extended coverage endorsements on a replacement basis for the full insurable value covering all improvements on the Real Property in an amount sufficient to avoid application of any coinsurance clause, and with a standard mortgagee clause in favor of Lender. Grantor shall also procure and maintain comprehensive general liability insurance in such coverage amounts as Lender may request with Lender being named as additional insureds in such liability insurance policies. Additionally, Grantor shall maintain such other insurance, including but not limited to hazard, business interruption and boiler insurance as Lender may require. Policies shall be written by such insurance companies and in such form as may be reasonably acceptable to Lender. Grantor shall deliver to Lender certificates of coverage from each insurer containing a stipulation that coverage will not be cancelled or diminished without a minimum of thirty (30) days' prior written notice to Lender and not containing any disclaimer of the insurer's liability for failure to give such notice. Each insurance policy also shall include an endorsement providing that coverage in favor of Lender will not be impaired in any way by any act, omission or default of Grantor or any other person. Should the Real Property be located in an area designated by the Administrator of the Federal Emergency Management Agency as a special flood hazard area, Grantor agrees to obtain and maintain flood insurance, if available, within 45 days after notice is given by Lender that the Property is located in a special flood hazard area, for the full unpaid principal balance of the loan and any prior liens on the property securing the loan, up to the maximum policy limits set under the National Flood Insurance Program, or as otherwise required by Lender, and to maintain such insurance for the term of the loan. Flood insurance may be purchased under the National Flood Insurance Program, from private insurers providing "private flood insurance" as defined by applicable federal flood insurance statutes and regulations, or from another flood insurance provider that is both acceptable to Lender in its sole discretion and permitted by applicable federal flood insurance statutes and regulations.

Application of Proceeds. Grantor shall promptly notify Lender of any loss or damage to the Property. Lender may make proof of loss if Grantor fails to do so within fifteen (15) days of the casualty. Whether or not Lender's security is impaired, Lender may, at Lender's election, receive and retain the proceeds of any insurance and apply the proceeds to the reduction of the Indebtedness, payment of any lien affecting the Property, or the restoration and repair of the Property. If Lender elects to apply the proceeds to restoration and repair, Grantor shall repair or replace the damaged or destroyed improvements in a manner satisfactory to Lender. Lender shall, upon satisfactory proof of such expenditure, pay or reimburse Grantor from the proceeds for the reasonable cost of repair or restoration if Grantor is not in default under this Mortgage. Any proceeds which have not been disbursed within 180 days after their receipt and which Lender has not committed to the repair or restoration of the Property shall be used first to pay any amount owing to Lender under this Mortgage, then to pay accrued interest, and the remainder, if any, shall be applied to the principal balance of the Indebtedness. If Lender holds any proceeds after payment in full of the Indebtedness, such proceeds shall be paid to Grantor as Grantor's interests may appear.

Grantor's Report on Insurance. Upon request of Lender, however not more than once a year, Grantor shall furnish to Lender a report

**MORTGAGE
(Continued)**

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on each existing policy of insurance showing: (1) the name of the insurer; (2) the risks insured; (3) the amount of the policy; (4) the property insured, the then current replacement value of such property, and the manner of determining that value; and (5) the expiration date of the policy. Grantor shall, upon request of Lender, have an independent appraiser satisfactory to Lender determine the cash value replacement cost of the Property.

LENDER'S EXPENDITURES. If any action or proceeding is commenced that would materially affect Lender's interest in the Property or if Grantor fails to comply with any provision of this Mortgage or any Related Documents, including but not limited to Grantor's failure to discharge or pay when due any amounts Grantor is required to discharge or pay under this Mortgage or any Related Documents, Lender on Grantor's behalf may (but shall not be obligated to) take any action that Lender deems appropriate, including but not limited to discharging or paying all taxes, liens, security interests, encumbrances and other claims, at any time levied or placed on the Property and paying all costs for insuring, maintaining and preserving the Property. All such expenditures incurred or paid by Lender for such purposes will then bear interest at the rate charged under the Note from the date incurred or paid by Lender to the date of repayment by Grantor. All such expenses will become a part of the Indebtedness and, at Lender's option, will (A) be payable on demand; (B) be added to the balance of the Note and be apportioned among and be payable with any installment payments to become due during either (1) the term of any applicable insurance policy; or (2) the remaining term of the Note; or (C) be treated as a balloon payment which will be due and payable at the Note's maturity. The Mortgage also will secure payment of these amounts. Such right shall be in addition to all other rights and remedies to which Lender may be entitled upon the occurrence of any Event of Default.

WARRANTY; DEFENSE OF TITLE. The following provisions relating to ownership of the Property are a part of this Mortgage:

Title. Grantor warrants that: (a) Grantor holds good and marketable title of record to the Property in fee simple, free and clear of all liens and encumbrances other than those set forth in the Real Property description or in any title insurance policy, title report, or final title opinion issued in favor of, and accepted by, Lender in connection with this Mortgage, and (b) Grantor has the full right, power, and authority to execute and deliver this Mortgage to Lender.

Defense of Title. Subject to the exception in the paragraph above, Grantor warrants and will forever defend the title to the Property against the lawful claims of all persons. In the event any action or proceeding is commenced that questions Grantor's title or the interest of Lender under this Mortgage, Grantor shall defend the action at Grantor's expense. Grantor may be the nominal party in such proceeding, but Lender shall be entitled to participate in the proceeding and to be represented in the proceeding by counsel of Lender's own choice, and Grantor will deliver, or cause to be delivered, to Lender such instruments as Lender may request from time to time to permit such participation.

Compliance With Laws. Grantor warrants that the Property and Grantor's use of the Property complies with all existing applicable laws, ordinances, and regulations of governmental authorities.

Survival of Representations and Warranties. All representations, warranties, and agreements made by Grantor in this Mortgage shall survive the execution and delivery of this Mortgage, shall be continuing in nature, and shall remain in full force and effect until such time as Grantor's Indebtedness shall be paid in full.

CONDEMNATION. The following provisions relating to condemnation proceedings are a part of this Mortgage:

Proceedings. If any proceeding in condemnation is filed, Grantor shall promptly notify Lender in writing, and Grantor shall promptly take such steps as may be necessary to defend the action and obtain the award. Grantor may be the nominal party in such proceeding, but Lender shall be entitled to participate in the proceeding and to be represented in the proceeding by counsel of its own choice, and Grantor will deliver or cause to be delivered to Lender such instruments and documentation as may be requested by Lender from time to time to permit such participation.

Application of Net Proceeds. If all or any part of the Property is condemned by eminent domain proceedings or by any proceeding or purchase in lieu of condemnation, Lender may at its election require that all or any portion of the net proceeds of the award be applied to the Indebtedness or the repair or restoration of the Property. The net proceeds of the award shall mean the award after payment of all reasonable costs, expenses, and attorneys' fees incurred by Lender in connection with the condemnation.

IMPOSITION OF TAXES, FEES AND CHARGES BY GOVERNMENTAL AUTHORITIES. The following provisions relating to governmental taxes, fees and charges are a part of this Mortgage:

Current Taxes, Fees and Charges. Upon request by Lender, Grantor shall execute such documents in addition to this Mortgage and take whatever other action is requested by Lender to perfect and continue Lender's lien on the Real Property. Grantor shall reimburse Lender for all taxes, as described below, together with all expenses incurred in recording, perfecting or continuing this Mortgage, including without limitation all intangible personal property taxes, documentary stamp taxes, fees, and other charges for recording or registering this Mortgage.

Taxes. The following shall constitute taxes to which this section applies: (1) a specific tax, including without limitation an intangible personal property tax, upon this type of Mortgage or upon all or any part of the Indebtedness secured by this Mortgage; (2) a specific tax on Grantor which Grantor is authorized or required to deduct from payments on the Indebtedness secured by this type of Mortgage; (3) a tax on this type of Mortgage chargeable against the Lender or the holder of the Note; and (4) a specific tax on all or any portion of the Indebtedness or on payments of principal and interest made by Grantor.

Subsequent Taxes. If any tax to which this section applies is enacted subsequent to the date of this Mortgage, this event shall have the same effect as an Event of Default, and Lender may exercise any or all of its available remedies for an Event of Default as provided below unless Grantor either (1) pays the tax before it becomes delinquent, or (2) contests the tax as provided above in the Taxes and Liens section and deposits with Lender cash or a sufficient corporate surety bond or other security satisfactory to Lender.

SECURITY AGREEMENT; FINANCING STATEMENTS. The following provisions relating to this Mortgage as a security agreement are a part of this Mortgage:

MORTGAGE (Continued)

Page 5

Security Agreement. This instrument shall constitute a Security Agreement to the extent any of the Property constitutes fixtures, and Lender shall have all of the rights of a secured party under the Uniform Commercial Code as amended from time to time.

Security Interest. Upon request by Lender, Grantor shall take whatever action is requested by Lender to perfect and continue Lender's security interest in the Rents and Personal Property. In addition to recording this Mortgage in the real property records, Lender may, at any time and without further authorization from Grantor, file executed counterparts, copies or reproductions of this Mortgage as a financing statement. Grantor shall reimburse Lender for all expenses incurred in perfecting or continuing this security interest. Upon default, Grantor shall not remove, sever or detach the Personal Property from the Property. Upon default, Grantor shall assemble any Personal Property not affixed to the Property in a manner and at a place reasonably convenient to Grantor and Lender and make it available to Lender within three (3) days after receipt of written demand from Lender to the extent permitted by applicable law.

Addresses. The mailing addresses of Grantor (debtor) and Lender (secured party) from which information concerning the security interest granted by this Mortgage may be obtained (each as required by the Uniform Commercial Code) are as stated on the first page of this Mortgage.

FURTHER ASSURANCES; ATTORNEY-IN-FACT. The following provisions relating to further assurances and attorney-in-fact are a part of this Mortgage:

Further Assurances. At any time, and from time to time, upon request of Lender, Grantor will make, execute and deliver, or will cause to be made, executed or delivered, to Lender or to Lender's designee, and when requested by Lender, cause to be filed, recorded, refilled, or rerecorded, as the case may be, at such times and in such offices and places as Lender may deem appropriate, any and all such mortgages, deeds of trust, security deeds, security agreements, financing statements, continuation statements, instruments of further assurance, certificates, and other documents as may, in the sole opinion of Lender, be necessary or desirable in order to effectuate, complete, perfect, continue, or preserve (1) Grantor's obligations under the Note, this Mortgage, and the Related Documents, and (2) the liens and security interests created by this Mortgage as first and prior liens on the Property, whether now owned or hereafter acquired by Grantor. Unless prohibited by law or Lender agrees to the contrary in writing, Grantor shall reimburse Lender for all costs and expenses incurred in connection with the matters referred to in this paragraph.

Attorney-in-Fact. If Grantor fails to do any of the things referred to in the preceding paragraph, Lender may do so for and in the name of Grantor and at Grantor's expense. For such purposes, Grantor hereby irrevocably appoints Lender as Grantor's attorney-in-fact for the purpose of making, executing, delivering, filing, recording, and doing all other things as may be necessary or desirable, in Lender's sole opinion, to accomplish the matters referred to in the preceding paragraph.

FULL PERFORMANCE. If Grantor pays all the Indebtedness when due, and otherwise performs all the obligations imposed upon Grantor under this Mortgage, Lender shall execute and deliver to Grantor a suitable satisfaction of this Mortgage and suitable statements of termination of any financing statement on file evidencing Lender's security interest in the Rents and the Personal Property. Grantor will pay, if permitted by applicable law, any reasonable termination fee as determined by Lender from time to time.

EVENTS OF DEFAULT. Each of the following, at Lender's option, shall constitute an Event of Default under this Mortgage:

Payment Default. Grantor fails to make any payment when due under the Indebtedness.

Default on Other Payments. Failure of Grantor within the time required by this Mortgage to make any payment for taxes or insurance, or any other payment necessary to prevent filing of or to effect discharge of any lien.

Other Defaults. Grantor fails to comply with or to perform any other term, obligation, covenant or condition contained in this Mortgage or in any of the Related Documents or to comply with or to perform any term, obligation, covenant or condition contained in any other agreement between Lender and Grantor.

Default in Favor of Third Parties. Should Grantor default under any loan, extension of credit, security agreement, purchase or sales agreement, or any other agreement, in favor of any other creditor or person that may materially affect any of Grantor's property or Grantor's ability to repay the Indebtedness or Grantor's ability to perform Grantor's obligations under this Mortgage or any of the Related Documents.

False Statements. Any warranty, representation or statement made or furnished to Lender by Grantor or on Grantor's behalf under this Mortgage or the Related Documents is false or misleading in any material respect, either now or at the time made or furnished or becomes false or misleading at any time thereafter.

Defective Collateralization. This Mortgage or any of the Related Documents ceases to be in full force and effect (including failure of any collateral document to create a valid and perfected security interest or lien) at any time and for any reason.

Death or Insolvency. The dissolution of Grantor's (regardless of whether election to continue is made), any member withdraws from the limited liability company, or any other termination of Grantor's existence as a going business or the death of any member, the insolvency of Grantor, the appointment of a receiver for any part of Grantor's property, any assignment for the benefit of creditors, any type of creditor workout, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against Grantor.

Creditor or Forfeiture Proceedings. Commencement of foreclosure or forfeiture proceedings, whether by judicial proceeding, self-help, repossession or any other method, by any creditor of Grantor or by any governmental agency against any property securing the Indebtedness. This includes a garnishment of any of Grantor's accounts, including deposit accounts, with Lender. However, this Event of Default shall not apply if there is a good faith dispute by Grantor as to the validity or reasonableness of the claim which is the basis of the creditor or forfeiture proceeding and if Grantor gives Lender written notice of the creditor or forfeiture proceeding and deposits with Lender monies or a surety bond for the creditor or forfeiture proceeding, in an amount determined by Lender, in its sole discretion, as being an adequate reserve or bond for the dispute.

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Breach of Other Agreement. Any breach by Grantor under the terms of any other agreement between Grantor and Lender that is not remedied within any grace period provided therein, including without limitation any agreement concerning any indebtedness or other obligation of Grantor to Lender, whether existing now or later.

Events Affecting Guarantor. Any of the preceding events occurs with respect to any Guarantor of any of the Indebtedness or any Guarantor dies or becomes incompetent, or revokes or disputes the validity of, or liability under, any Guaranty of the Indebtedness.

Adverse Change. A material adverse change occurs in Grantor's financial condition, or Lender believes the prospect of payment or performance of the Indebtedness is impaired.

Insecurity. Lender in good faith believes itself insecure.

RIGHTS AND REMEDIES ON DEFAULT. Upon the occurrence of an Event of Default and at any time thereafter, Lender, at Lender's option, may exercise any one or more of the following rights and remedies, in addition to any other rights or remedies provided by law:

Accelerate Indebtedness. Lender shall have the right at its option without notice to Grantor to declare the entire Indebtedness immediately due and payable, including any prepayment penalty that Grantor would be required to pay.

UCC Remedies. With respect to all or any part of the Personal Property, Lender shall have all the rights and remedies of a secured party under the Uniform Commercial Code.

Collect Rents. Lender personally, or by Lender's agents or attorneys, may enter into and upon all or any part of the Property, and may exclude Grantor, Grantor's agents and servants wholly from the Property. Lender may use, operate, manage and control the Property. Lender shall be entitled to collect and receive all earnings, revenues, rents, issues, profits and income of the Property and every part thereof, all of which shall for all purposes constitute property of Grantor. After deducting the expenses of conducting the business thereof, and of all maintenance, repairs, renewals, replacements, alterations, additions, betterments and improvements and amounts necessary to pay for taxes, assessments, insurance and prior or other property charges upon the Property or any part thereof, as well as just and reasonable compensation for the services of Lender. Lender shall apply such monies first to the payment of the principal of the Note, and the interest thereon, when and as the same shall become payable and second to the payment of any other sums required to be paid by Grantor under this Mortgage.

Appoint Receiver. In the event of a suit being instituted to foreclose this Mortgage, Lender shall be entitled to apply at any time pending such foreclosure suit to the court having jurisdiction thereof for the appointment of a receiver of any or all of the Property, and of all rents, incomes, profits, issues and revenues thereof, from whatsoever source. The parties agree that the court shall forthwith appoint such receiver with the usual powers and duties of receivers in like cases. Such appointment shall be made by the court as a matter of strict right to Lender and without notice to Grantor, and without reference to the adequacy or inadequacy of the value of the Property, or to Grantor's solvency or any other party defendant to such suit. Grantor hereby specifically waives the right to object to the appointment of a receiver and agrees that such appointment shall be made as an admitted equity and as a matter of absolute right to Lender, and consents to the appointment of any officer or employee of Lender as receiver. Lender shall have the right to have a receiver appointed to take possession of all or any part of the Property, with the power to protect and preserve the Property, to operate the Property preceding foreclosure or sale, and to collect the Rents from the Property and apply the proceeds, over and above the cost of the receivership, against the Indebtedness. The receiver may serve without bond if permitted by law. Lender's right to the appointment of a receiver shall exist whether or not the apparent value of the Property exceeds the Indebtedness by a substantial amount. Employment by Lender shall not disqualify a person from serving as a receiver.

Judicial Foreclosure. Lender may obtain a judicial decree foreclosing Grantor's interest in all or any part of the Property.

Deficiency Judgment. If permitted by applicable law, Lender may obtain a judgment for any deficiency remaining in the Indebtedness due to Lender after application of all amounts received from the exercise of the rights provided in this section.

Tenancy at Sufferance. If Grantor remains in possession of the Property after the Property is sold as provided above or Lender otherwise becomes entitled to possession of the Property upon default of Grantor, Grantor shall become a tenant at sufferance of Lender or the purchaser of the Property and shall, at Lender's option, either (1) pay a reasonable rental for the use of the Property, or (2) vacate the Property immediately upon the demand of Lender.

Other Remedies. Lender shall have all other rights and remedies provided in this Mortgage or the Note or available at law or in equity.

Sale of the Property. To the extent permitted by applicable law, Grantor hereby waives any and all right to have the Property marshalled. In exercising its rights and remedies, Lender shall be free to sell all or any part of the Property together or separately, in one sale or by separate sales. Lender shall be entitled to bid at any public sale on all or any portion of the Property.

Notice of Sale. Lender shall give Grantor reasonable notice of the time and place of any public sale of the Personal Property or of the time after which any private sale or other intended disposition of the Personal Property is to be made. Reasonable notice shall mean notice given at least ten (10) days before the time of the sale or disposition. Any sale of the Personal Property may be made in conjunction with any sale of the Real Property.

Election of Remedies. Election by Lender to pursue any remedy shall not exclude pursuit of any other remedy, and an election to make expenditures or to take action to perform an obligation of Grantor under this Mortgage, after Grantor's failure to perform, shall not affect Lender's right to declare a default and exercise its remedies. Nothing under this Mortgage or otherwise shall be construed so as to limit or restrict the rights and remedies available to Lender following an Event of Default, or in any way to limit or restrict the rights and ability of Lender to proceed directly against Grantor and/or against any other co-maker, guarantor, surety or endorser and/or to proceed against any other collateral directly or indirectly securing the Indebtedness.

Attorneys' Fees; Expenses. If Lender institutes any suit or action to enforce any of the terms of this Mortgage, Lender shall be entitled to recover such sum as the court may adjudge reasonable as attorneys' fees at trial and upon any appeal. Whether or not any

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court action is involved, and to the extent not prohibited by law, all reasonable expenses Lender incurs that in Lender's opinion are necessary at any time for the protection of its interest or the enforcement of its rights shall become a part of the Indebtedness payable on demand and shall bear interest at the Note rate from the date of the expenditure until repaid. Expenses covered by this paragraph include, without limitation, however subject to any limits under applicable law, Lender's reasonable attorneys' fees and Lender's legal expenses, whether or not there is a lawsuit, including reasonable attorneys' fees and expenses for bankruptcy proceedings (including efforts to modify or vacate any automatic stay or injunction), appeals, and any anticipated post-judgment collection services, the cost of searching records, obtaining title reports (including foreclosure reports), surveyors' reports, and appraisal fees and title insurance, to the extent permitted by applicable law. Grantor also will pay any court costs, in addition to all other sums provided by law.

NOTICES. Any notice required to be given under this Mortgage, including without limitation any notice of default and any notice of sale shall be given in writing, and shall be effective when actually delivered, when actually received by telefacsimile (unless otherwise required by law), when deposited with a nationally recognized overnight courier, or, if mailed, when deposited in the United States mail, as first class, certified or registered mail postage prepaid, directed to the addresses shown near the beginning of this Mortgage. Any party may change its address for notices under this Mortgage by giving written notice to the other parties, specifying that the purpose of the notice is to change the party's address. For notice purposes, Grantor agrees to keep Lender informed at all times of Grantor's current address. Unless otherwise provided or required by law, if there is more than one Grantor, any notice given by Lender to any Grantor is deemed to be notice given to all Grantors.

CONSENT TO SELL LOAN. The parties hereto agree: (a) Lender may sell or transfer all or part of this loan to one or more purchasers, whether related or unrelated to Lender, without notice and without the consent of the parties; (b) Lender may provide to any purchaser, or potential purchaser, any information or knowledge Lender may have about the parties or about any other matter relating to this loan obligation, without notice, and the parties waive any rights to privacy it may have with respect to such matters; (c) the purchaser of a loan will be considered its absolute owner and will have all the rights granted under the loan documents or agreements governing the sale of the loan; (d) the purchaser of a loan may enforce its interests irrespective of any claims or defenses that the parties may have against Lender; and (e) to waive all notices of sale of the loan, as well as all notices of any repurchase, and all rights of offset or counterclaim that the parties have now or later against Lender or against any purchaser of the loan.

FACSIMILE AND COUNTERPART. This document may be signed in any number of separate copies, each of which shall be effective as an original, but all of which taken together shall constitute a single document. An electronic transmission or other facsimile of this document or any related document shall be deemed an original and shall be admissible as evidence of the document and the signer's execution.

COMMUNITY AND OTHER PROPERTY. In addition to the rights of Lender under any applicable community property laws, Borrower, Guarantor or Grantor who is a Married Person and who has an interest in marital or community property under applicable law acknowledges and agrees that his/her obligation as a Borrower, Guarantor or Grantor is incurred in the interest of and to benefit the marital community (or domestic partnership, if applicable), and expressly agrees that recourse may be had against his or her separate property and his or her rights in community property and community assets for all of his or her obligations to Lender, in addition to any other property that may be subject to rights of Lender. Borrower and Guarantor also agree not to, without Lender's prior written consent, enter into any community property agreement which alters the separate or community property character of any of such party's property. For the purpose of this provision, "Married Person" means a person in a spousal relationship and shall include parties to a duly registered and/or legally recognized same-sex civil union, domestic partnership, and other terms, whether or not gender-specific in a spousal relationship, that denote spousal relationship, as those terms are used throughout the laws, codes and regulations of states and/or jurisdictions that recognize legally married same-sex couples, civil unions and/or domestic partnerships, and any references herein to a married person or marital status shall be deemed to also include the applicable corresponding term, or other reference relating to a party to a civil union or domestic partnership. With respect to the Guaranty only, to the extent this provision may conflict with another provision contained in the Guaranty, that other provision of the Guaranty shall control.

EXECUTION OF DOCUMENTS, CONSULTATION WITH COUNSEL. Each party hereto acknowledges and agrees that he/she/it has had an opportunity to review and consider the terms and provisions of this agreement and each related loan document, to consult with counsel of his/her/its choice, if desired, and to suggest changes to the structure and terms of the agreements. Each party hereto warrants and agrees that his/her/its execution of this agreement and any related loan documents is made voluntarily and with full knowledge of the significance and effect of such agreements.

SUPPLEMENTAL PROVISIONS CONCERNING INDEBTEDNESS, CROSS-COLLATERALIZATION, AND PERSONAL PROPERTY. The definition of "Indebtedness" herein additionally includes, without limitation, all liability and obligations of Borrower, or any of them, arising under or in connection with any "swap agreement" (as defined in 11 U.S.C. Section 101) at any time entered into with Lender in connection with the Note.

Notwithstanding anything to the contrary in this Mortgage, any Cross-Collateralization provision contained herein shall have no force or effect.

Additionally, notwithstanding anything to the contrary herein, if at any time this Mortgage grants liens or security interests upon collateral consisting of a building or mobile home as defined in the National Flood Insurance Act (as amended) and its implementing regulations (collectively, the "Act") located in an area designated by the Administrator of the Federal Emergency Management Agency as a special flood hazard area which requires flood insurance pursuant to the terms of the Act (a "Covered Structure"), then while it is subject to such designation, the term "Personal Property" as used herein shall not include any items of personal property located in such Covered Structure unless all applicable requirements of the Act, if any, have been satisfied with respect to such items of personal property.

ENCUMBRANCES. Grantor/Mortgagor/Trustor shall not, without Lender's consent, mortgage, assign, grant a lien upon or security interest in, or otherwise encumber the Property or any interest in the Property, or allow such a lien or security interest to exist or arise, whether voluntarily, involuntarily or by operation of law, except for liens and security interests in favor of Lender, or property taxes attributable to the Property which are not past due.

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APPRAISALS, FEES AND EXPENSES. Grantor agrees that Lender may obtain appraisals and reappraisals and perform property evaluations and appraisal reviews of the Real Property when required by the regulations of the Federal Reserve Board or the Office of the Comptroller of the Currency, or any other regulatory agency, or at such other times as Lender may reasonably require. Appraisals shall be performed by an independent third party appraiser selected by Lender; property evaluations and appraisal reviews may be performed by third party appraisers or appraisers and staff of Lender. The fees, expenses and other cost of such appraisals, reappraisals, property evaluations and appraisal reviews shall be paid by Grantor. In addition, Grantor shall be responsible for payment of all fees and expenses of Lender and third parties relating to inspecting the Real Property, environmental review, title policies and endorsements (or title searches, abstracts of title or legal opinions of title where applicable), and monitoring the payment of property taxes, and any governmental taxes, fees and recording costs relating to this mortgage.

LEASES AND RENTS. Grantor/Trustor/Mortgagor presently assigns to Lender all of Grantor/Trustor/Mortgagor's right, title and interest in and to all present and future leases of the Property and all rents from the Property. This Assignment of Rents is given to secure (A) Payment of the Indebtedness and (B) Performance of any and all obligations under the Note and Mortgage/Deed of Trust. Grantor/Trustor/Mortgagor's present assignment to Lender hereunder is of all present and future leases includes all leases, licenses, rental agreements and other agreements of any kind relating to the use or occupancy of any of the Property, together with all guarantees of and security for any tenant's performance, and all extensions, renewals and modifications thereto (as used in this paragraph, each, a "Lease" and collectively, the "Leases"), together with any and all Rents from the Property. This assignment shall not impose upon Lender any duty to produce Rents, nor cause Lender to be a "mortgagee in possession," or responsible for performing any of the obligations of the lessor under any Lease. Lender confers upon Grantor/Trustor/Mortgagor a license to collect and retain the Rents as they come due, until the occurrence of any Event of Default, at which time the license shall be automatically revoked, and Lender, or its designated agent may, at its option and without notice, make, cancel, enforce or modify any Lease or Rents, collect Rents and do any acts which Lender deems proper to protect the security hereof or exercise any other right or remedy hereunder. Grantor/Trustor/Mortgagor represents and warrants that there exists no material default under present Leases and that those Leases are in full force and effect. Lender, at its option and without notice, may notify any tenant of this assignment of the Leases and Rents. Grantor/Trustor/Mortgagor agrees, at its expense, (i) to comply with and enforce all the terms and conditions under each Lease, and defend in any action in connection with any Lease; (ii) not to modify any Lease in any material respect, nor accept surrender under or terminate the term of any Lease, nor waive or release any tenant under any Lease; (iii) not to anticipate the Rents under any Lease; and (iv) to give prompt notice to Lender of any default by any tenant under any Lease, and of any notice of default on the part of Grantor/Trustor/Mortgagor under any Lease received from a tenant. Should Grantor/Trustor/Mortgagor fail to do any act required to be done by Grantor/Trustor/Mortgagor hereunder, then Lender, at its option and without notice, may make or do the same in such manner and to such extent as Lender deems necessary to protect the security hereof. Grantor/Trustor/Mortgagor agrees to pay to Lender immediately upon demand all sums expended under the authority hereof, including reasonable attorneys' fees, together with interest thereon at the highest rate per annum payable under any Indebtedness, and the same, at Lender's option, may be added to the Indebtedness and secured hereby.

ASSOCIATION OF UNIT OWNERS. The following provisions apply if the Real Property has been submitted to unit ownership law or similar law for the establishment of condominiums or cooperative ownership of the Real Property:

A. Power of Attorney. Grantor grants an irrevocable power of attorney to Lender to vote in Lender's discretion on any matter that may come before the association of unit owners. Lender shall have the right to exercise this power of attorney only after Grantor's default; however, Lender may decline to exercise this power as Lender sees fit.

B. Insurance. The insurance as required herein for the Real Property must include both unit coverage and building coverage. The insurance may be carried by the association of unit owners on Grantor's behalf, and the proceeds of such insurance may be paid to the association of unit owners for the purpose of repairing or reconstructing the Property. If not so used by the association, such proceeds shall be paid to Lender.

C. Default. Grantor's failure to perform any of the obligations imposed on Grantor by the declaration submitting the Real Property to unit ownership, by the bylaws of the association of unit owners, or by any rules or regulations thereunder, shall be an event of default under this Mortgage. If Grantor's interest in the Real Property is a leasehold interest and such property has been submitted to unit ownership, any failure by Grantor to perform any of the obligations imposed on Grantor by the lease of the Real Property from its owner, any default under such lease which might result in termination of the lease as it pertains to the Real Property, or any failure of Grantor as a member of an association of unit owners to take any reasonable action within Grantor's power to prevent a default under such lease by the association of unit owners or by any member of the association shall be an Event of Default under this Mortgage.

FAILURE TO PROVIDE INSURANCE. Grantor/Trustor/Mortgagor ("Owner") acknowledges and agrees that if Owner fails to provide any required insurance on the terms set forth herein or in any Related Documents, or fails to continue such insurance in force in compliance with the requirements of this agreement or any Related Documents, Lender may purchase insurance at Owner's expense as provided therein. Such insurance may protect Lender's interests, and may otherwise protect none of, or less than all of, Owner's interests. The cost of any such insurance shall become a part of the Indebtedness and shall be payable on demand or added to the Note as provided herein, at Lender's option. **OWNER ACKNOWLEDGES THAT IF LENDER SO PURCHASES ANY SUCH INSURANCE, THE INSURANCE MAY PROVIDE LIMITED PROTECTION AGAINST PHYSICAL DAMAGE TO THE COLLATERAL, UP TO THE BALANCE OF THE LOAN; HOWEVER, OWNER'S EQUITY IN THE COLLATERAL MAY NOT BE INSURED. IN ADDITION, THE INSURANCE MAY NOT PROVIDE ANY PUBLIC LIABILITY OR PROPERTY DAMAGE INDEMNIFICATION AND MAY NOT MEET THE REQUIREMENTS OF ANY FINANCIAL RESPONSIBILITY LAWS.**

LENDER TO BE NAMED LOSS PAYEE. All required policies and certificates of insurance shall name Mortgagee/Beneficiary as loss payee, and shall provide that the insurance cannot be terminated as to Mortgagee/Beneficiary except upon a minimum of thirty (30) days' prior written notice to Mortgagee/Beneficiary. Immediately upon any request by Lender/Mortgagee/Beneficiary, Grantor/Trustor/Mortgagor shall deliver to Lender/Mortgagee/Beneficiary the original of all such policies or certificates, with receipts evidencing annual prepayment of the premiums.

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ARBITRATION AGREEMENT. Arbitration - Binding Arbitration. Lender and each party to this agreement hereby agree, upon demand by any party, to submit any Dispute to binding arbitration in accordance with the terms of this Arbitration Program. Arbitration may be demanded before the institution of a judicial proceeding, or during a judicial proceeding, but not more than 60 days after service of a complaint, third party complaint, cross-claim, or any answer thereto, or any amendment to any of such pleadings. A "Dispute" shall include any dispute, claim or controversy of any kind, whether in contract or in tort, legal or equitable, now existing or hereafter arising, relating in any way to any aspect of this agreement, or any related note, instrument or agreement incorporating this Arbitration Program (the "Documents"), or any renewal, extension, modification or refinancing of any indebtedness or obligation relating thereto, including without limitation, their negotiation, execution, collateralization, administration, repayment, modification, extension, substitution, formation, inducement, enforcement, default or termination, or any request for additional credit. This provision is a material inducement for the parties entering into the transactions relating to this Agreement. In the event of a court ordered arbitration, the party requesting arbitration shall be responsible for timely filing the demand for arbitration and paying the appropriate filing fee within 30 days of the abatement order or the time specified by the court; the party's failure to do so shall result in that party's right to demand arbitration being automatically terminated with respect to such Dispute. DISPUTES SUBMITTED TO ARBITRATION ARE NOT RESOLVED IN COURT BY A JUDGE OR JURY. TO THE EXTENT ALLOWED BY APPLICABLE LAW, THE PARTIES IRREVOCABLY AND VOLUNTARILY WAIVE ANY RIGHT THEY MAY HAVE TO A TRIAL BY JURY WITH RESPECT TO ANY DISPUTE ARBITRATED PURSUANT TO THIS ARBITRATION PROGRAM.

A. Governing Rules. Any arbitration proceeding will (i) be governed by the Federal Arbitration Act (Title 9 of the United States Code), notwithstanding any conflicting choice of law provision in any of the documents between the parties; and (ii) be conducted by the American Arbitration Association ("AAA"), or such other administrator as the parties shall mutually agree upon, in accordance with the AAA's commercial dispute resolution procedures, unless the claim or counterclaim is at least \$1,000,000.00 exclusive of claimed interest, arbitration fees and costs, in which case the arbitration shall be conducted in accordance with the AAA's optional procedures for large, complex commercial disputes (the commercial dispute resolution procedures or the optional procedures for large, complex commercial disputes are referred to herein, as applicable, as the "Rules"). If there is any inconsistency between the terms hereof and the Rules, the terms and procedures set forth herein shall control. Arbitration proceedings hereunder shall be conducted at a location mutually agreeable to the parties, or if they cannot agree, then at a location selected by the AAA in the state of the applicable substantive law primarily governing the Note. Any party who fails or refuses to submit to arbitration following a demand by any other party shall bear all costs and expenses incurred by such other party in compelling arbitration of any Dispute. The arbitrator shall award all costs and expenses of the arbitration proceeding.

B. No Waiver of Provisional Remedies, Self-Help and Foreclosure. The arbitration requirement does not limit the right of any party to (i) foreclose against real or personal property collateral; (ii) exercise self-help remedies relating to collateral or proceeds of collateral such as setoff or repossession; or (iii) obtain provisional or ancillary remedies such as replevin, injunctive relief, attachment or the appointment of a receiver, before during or after the pendency of any arbitration proceeding. This exclusion does not constitute a waiver of the right or obligation of any party to submit any Dispute to arbitration or reference hereunder, including those arising from the exercise of the actions detailed in sections (i), (ii) and (iii) of this paragraph.

C. Arbitrator Qualifications and Powers. Any arbitration proceeding in which the amount in controversy is \$5,000,000.00 or less will be decided by a single arbitrator selected according to the Rules, and who shall not render an award of greater than \$5,000,000.00. Any Dispute in which the amount in controversy exceeds \$5,000,000.00 shall be decided by majority vote of a panel of three arbitrators; provided however, that all three arbitrators must actively participate in all hearings and deliberations. Every arbitrator shall be a neutral practicing attorney or a retired member of the state or federal judiciary, in either case with a minimum of ten years experience in the substantive law applicable to the subject matter of the Dispute. The arbitrator will determine whether or not an issue is arbitrable and will give effect to the statutes of limitation in determining any claim. In any arbitration proceeding the arbitrator will decide (by documents only or with a hearing at the arbitrator's discretion) any pre-hearing motions which are similar to motions to dismiss for failure to state a claim or motions for summary adjudication. The arbitrator shall resolve all Disputes in accordance with the applicable substantive law and may grant any remedy or relief that a court of such state could order or grant within the scope hereof and such ancillary relief as is necessary to make effective any award. The arbitrator shall also have the power to award recovery of all costs and fees, to impose sanctions and to take such other action as the arbitrator deems necessary to the same extent a judge could pursuant to the Federal Rules of Civil Procedure, the applicable state rules of civil procedure, or other applicable law. Judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction. The institution and maintenance of an action for judicial relief or pursuit of a provisional or ancillary remedy shall not constitute a waiver of the right of any party, including the plaintiff, to submit the controversy or claim to arbitration if any other party contests such action for judicial relief.

D. Discovery. In any arbitration proceeding discovery will be permitted in accordance with the Rules. All discovery shall be expressly limited to matters directly relevant to the Dispute being arbitrated and must be completed no later than 20 days before the hearing date. Any requests for an extension of the discovery periods, or any discovery disputes, will be subject to final determination by the arbitrator upon a showing that the request for discovery is essential for the party's presentation and that no alternative means for obtaining information is available.

E. Class Proceedings and Consolidations. No party hereto shall be entitled to join or consolidate disputes by or against others in any arbitration, or to include in any arbitration any dispute as a representative or member of a class, or to act in any arbitration in the interest of the general public or in a private attorney general capacity.

F. Small Claims Court. Any party may require that a Dispute be resolved in Small Claims Court if the Dispute and related claims are fully within that court's jurisdiction.

G. State Specific Provisions:

If Delaware, Pennsylvania or Virginia law governs the Dispute, the following provision is applicable if there is a Confession of Judgment in any note, guaranty or other Documents subject to this Arbitration Program: Confession of Judgment. Notwithstanding

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anything herein to the contrary, the arbitration requirement does not limit or preclude the right of Lender to confess judgment pursuant to a warrant of attorney provision set forth in any note, guaranty or other Documents. No party shall have the right to demand binding arbitration of any claim, dispute or controversy seeking to (i) strike-off or open a judgment obtained by confession pursuant to a warrant of attorney contained in any note, guaranty or other Documents, or (ii) challenge the waiver of a right to prior notice and a hearing before judgment is entered, or after judgment is entered, but before execution upon the judgment. Any claims, disputes or controversies challenging the confession of judgment shall be commenced and prosecuted in accordance with the procedures set forth, and in the forum specified by the applicable state rules of civil procedure or other applicable law.

If Maryland law governs the Dispute, the following provision is applicable if there is a Confession of Judgment in any note, guaranty or other Documents subject to this Arbitration Program: Confession of Judgment. Notwithstanding anything herein to the contrary, the arbitration requirement does not limit or preclude the right of Lender to confess judgment, and no party shall have the right to demand binding arbitration of any claim, dispute or controversy seeking to open a judgment obtained by confession. Nothing herein, including the arbitration requirement, shall limit the right of any party to foreclose judicially or non-judicially against any real or personal property collateral, or exercise judicial or non-judicial power of sale rights. No provision regarding submission to a jurisdiction and/or venue in any court or the waiver of any right to trial by jury is intended or shall be construed to be in derogation of the provisions for arbitration of any dispute. Any claim or counterclaim or defense raised in connection with Lender's exercise of any rights set forth in any note, guaranty or other Documents subject to this Arbitration Program shall be subject to the arbitration requirement.

If South Carolina law governs the Dispute, the following provision is included: WAIVER OF JURY TRIAL. NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, WITHOUT INTENDING IN ANY WAY TO LIMIT THE PARTIES' AGREEMENT TO ARBITRATE ANY DISPUTE AS SET FORTH IN THIS MORTGAGE, TO THE EXTENT ANY DISPUTE IS NOT SUBMITTED TO ARBITRATION OR IS DEEMED BY THE ARBITRATOR OR BY ANY COURT WITH JURISDICTION TO BE NOT ARBITRABLE OR NOT REQUIRED TO BE ARBITRATED, LENDER AND MORTGAGOR WAIVE TRIAL BY JURY IN RESPECT OF ANY SUCH DISPUTE AND ANY ACTION ON SUCH DISPUTE. THIS WAIVER IS KNOWINGLY, WILLINGLY AND VOLUNTARILY MADE BY LENDER AND MORTGAGOR, AND THEY HEREBY REPRESENT THAT NO REPRESENTATIONS OF FACT OR OPINION HAVE BEEN MADE BY ANY PERSON OR ENTITY TO INDUCE THIS WAIVER OF TRIAL BY JURY OR TO IN ANY WAY MODIFY OR NULLIFY ITS EFFECT. THIS PROVISION IS A MATERIAL INDUCEMENT FOR THE PARTIES ENTERING INTO THE LOAN DOCUMENTS. LENDER AND MORTGAGOR ARE EACH HEREBY AUTHORIZED TO FILE A COPY OF THIS SECTION IN ANY PROCEEDING AS CONCLUSIVE EVIDENCE OF THIS WAIVER OF JURY TRIAL. MORTGAGOR FURTHER REPRESENTS AND WARRANTS THAT IT HAS BEEN REPRESENTED IN THE SIGNING OF THIS MORTGAGE AND IN THE MAKING OF THIS WAIVER BY INDEPENDENT LEGAL COUNSEL, OR HAS HAD THE OPPORTUNITY TO BE REPRESENTED BY INDEPENDENT LEGAL COUNSEL SELECTED OF ITS OWN FREE WILL, AND THAT IT HAS HAD THE OPPORTUNITY TO DISCUSS THIS WAIVER WITH COUNSEL.

H. Real Property Collateral:

If California law governs the Dispute, the following provisions are included: Real Property Collateral; Judicial Reference. Notwithstanding anything herein to the contrary, no Dispute shall be submitted to arbitration if the Dispute concerns indebtedness secured directly or indirectly, in whole or in part, by any real property unless (i) the holder of the mortgage, lien or security interest specifically elects in writing to proceed with the arbitration, or (ii) all parties to the arbitration waive any rights or benefits that might accrue to them by virtue of the single action rule statute of California, thereby agreeing that all indebtedness and obligations of the parties, and all mortgages, liens and security interests securing such indebtedness and obligations, shall remain fully valid and enforceable. If any such Dispute is not submitted to arbitration, the Dispute shall be referred to a referee in accordance with California Code of Civil Procedure Section 638 et seq., and this general reference agreement is intended to be specifically enforceable in accordance with said Section 638, as amended or replaced from time to time. A referee with the qualifications required herein for arbitrators shall be selected pursuant to the AAA's selection procedures. Judgment upon the decision rendered by a referee shall be entered in the court in which such proceeding was commenced in accordance with California Code of Civil Procedure Sections 644 and 645, as amended or replaced from time to time.

If Connecticut law governs the Dispute, the following provision is included: Real Property Collateral. Notwithstanding anything herein to the contrary, no dispute shall be submitted to arbitration if the dispute concerns indebtedness secured directly or indirectly, in whole or in part, by any real property located in Connecticut unless (i) the holder of the mortgage, lien or security interest specifically elects in writing to proceed with the arbitration, or (ii) all parties to the arbitration waive any rights or benefits that might accrue to them by virtue of Sections 49-1 and 49-14 et seq. of the Connecticut General Statutes, as amended or replaced from time to time, thereby agreeing that all indebtedness and obligations of the parties, and all mortgages, liens and security interests securing such indebtedness and obligations, shall remain fully valid and enforceable.

If Idaho, Kansas, Montana, Nevada, South Dakota or Virginia law governs the Dispute, the following provision is included:

Real Property Collateral. Notwithstanding anything herein to the contrary, no Dispute shall be submitted to arbitration if the Dispute concerns indebtedness secured directly or indirectly, in whole or in part, by any real property unless (i) the holder of the mortgage, lien or security interest specifically elects in writing to proceed with the arbitration, or (ii) all parties to the arbitration waive any rights or benefits that might accrue to them by virtue of the single action rule statute of Idaho, Kansas, Montana, Nevada, South Dakota or Virginia, thereby agreeing that all indebtedness and obligations of the parties, and all mortgages, liens and security interests securing such indebtedness and obligations, shall remain fully valid and enforceable.

If Utah law governs the Dispute, the following provision is included: Real Property Collateral; Judicial Reference. Notwithstanding anything herein to the contrary, no Dispute shall be submitted to arbitration if the Dispute concerns indebtedness secured directly or indirectly, in whole or in part, by any real property unless (i) the holder of the mortgage, lien or security interest specifically elects in writing to proceed with the arbitration, or (ii) all parties to the arbitration waive any rights or benefits that might accrue to them by virtue of the single action rule statute of Utah, thereby agreeing that all indebtedness and obligations of the parties, and all mortgages, liens and security interests securing such indebtedness and obligations, shall remain fully valid and enforceable. If any such Dispute is not submitted to arbitration, the Dispute shall be referred to a master in accordance with Utah Rule of Civil Procedure 53, as amended or replaced from time to time, and this general reference agreement is intended to be specifically enforceable. A master with the qualifications required herein for

MORTGAGE (Continued)

Page 11

arbitrators shall be selected pursuant to the AAA's selection procedures. Judgment upon the decision rendered by a master shall be entered in the court in which such proceeding was commenced in accordance with Utah Rule of Civil Procedure 53(e), as amended or replaced from time to time.

I. Miscellaneous. To the maximum extent practicable, the AAA, the arbitrators and the parties shall take all action required to conclude any arbitration proceeding within 180 days of the filing of the Dispute with the AAA. No arbitrator or other party to an arbitration proceeding may disclose the existence, content or results thereof, except for disclosures of information by a party required in the ordinary course of its business or by applicable law or regulation. If more than one agreement for arbitration by or between the parties potentially applies to a Dispute, the arbitration provision most directly related to the documents between the parties or the subject matter of the Dispute shall control. This arbitration provision shall survive the repayment of the Note and the termination, amendment or expiration of any of the Documents or any relationship between the parties.

MONEY LAUNDERING, SANCTIONS, CORRUPT PRACTICES, AND COMPLIANCE WITH ALL LAWS. Trustor/Grantor/Mortgagor (the "Parties") represent, warrant and agree that the Parties (1) are not now and will not become the target of any trade or economic sanctions promulgated by the United Nations or the governments of the United States, the United Kingdom, the European Union, or any other jurisdiction in which the Parties are located or operate (collectively, "Sanctions"), (2) comply now and will at all times comply with the requirements of all laws, rules, regulations and orders of any jurisdiction in which the Parties are located or doing business, or otherwise are applicable to the Parties, including, without limitation, (a) all Sanctions, (b) all laws and regulations that relate to money laundering, any predicate crime to money laundering, or any financial record keeping and reporting requirements related thereto, (c) the U.S. Foreign Corrupt Practices Act of 1977, as amended, (d) the U.K. Bribery Act of 2010, as amended, and (e) any other anti-bribery or anti-corruption laws and regulations, and (3) will not at any time directly or indirectly use any proceeds of any credit extended by Lender for the purpose of (a) providing financing or otherwise funding any targets of Sanctions; or (b) providing financing or otherwise funding any transaction which would be prohibited by Sanctions or would otherwise cause Lender or any of Lender's affiliates to be in breach of any Sanctions.

MISCELLANEOUS PROVISIONS. The following miscellaneous provisions are a part of this Mortgage:

Amendments. This Mortgage, together with any Related Documents, constitutes the entire understanding and agreement of the parties as to the matters set forth in this Mortgage. No alteration of or amendment to this Mortgage shall be effective unless given in writing and signed by the party or parties sought to be charged or bound by the alteration or amendment.

Annual Reports. If the Property is used for purposes other than Grantor's residence, Grantor shall furnish to Lender, upon request, a certified statement of net operating income received from the Property during Grantor's previous fiscal year in such form and detail as Lender shall require. "Net operating income" shall mean all cash receipts from the Property less all cash expenditures made in connection with the operation of the Property.

Caption Headings. Caption headings in this Mortgage are for convenience purposes only and are not to be used to interpret or define the provisions of this Mortgage.

Governing Law. This Mortgage will be governed by federal law applicable to Lender and, to the extent not preempted by federal law, the laws of the State of Florida without regard to its conflicts of law provisions. This Mortgage has been accepted by Lender in the State of Florida.

No Waiver by Lender. Lender shall not be deemed to have waived any rights under this Mortgage unless such waiver is given in writing and signed by Lender. No delay or omission on the part of Lender in exercising any right shall operate as a waiver of such right or any other right. A waiver by Lender of a provision of this Mortgage shall not prejudice or constitute a waiver of Lender's right otherwise to demand strict compliance with that provision or any other provision of this Mortgage. No prior waiver by Lender, nor any course of dealing between Lender and Grantor, shall constitute a waiver of any of Lender's rights or of any of Grantor's obligations as to any future transactions. Whenever the consent of Lender is required under this Mortgage, the granting of such consent by Lender in any instance shall not constitute continuing consent to subsequent instances where such consent is required and in all cases such consent may be granted or withheld in the sole discretion of Lender.

Severability. If a court of competent jurisdiction finds any provision of this Mortgage to be illegal, invalid, or unenforceable as to any circumstance, that finding shall not make the offending provision illegal, invalid, or unenforceable as to any other circumstance. If feasible, the offending provision shall be considered modified so that it becomes legal, valid and enforceable. If the offending provision cannot be so modified, it shall be considered deleted from this Mortgage. Unless otherwise required by law, the illegality, invalidity, or unenforceability of any provision of this Mortgage shall not affect the legality, validity or enforceability of any other provision of this Mortgage.

Merger. There shall be no merger of the interest or estate created by this Mortgage with any other interest or estate in the Property at any time held by or for the benefit of Lender in any capacity, without the written consent of Lender.

Successors and Assigns. Subject to any limitations stated in this Mortgage on transfer of Grantor's interest, this Mortgage shall be binding upon and inure to the benefit of the parties, their successors and assigns. If ownership of the Property becomes vested in a person other than Grantor, Lender, without notice to Grantor, may deal with Grantor's successors with reference to this Mortgage and the indebtedness by way of forbearance or extension without releasing Grantor from the obligations of this Mortgage or liability under the indebtedness.

Time is of the Essence. Time is of the essence in the performance of this Mortgage.

DEFINITIONS. The following capitalized words and terms shall have the following meanings when used in this Mortgage. Unless specifically stated to the contrary, all references to dollar amounts shall mean amounts in lawful money of the United States of America. Words and terms used in the singular shall include the plural, and the plural shall include the singular, as the context may require. Words and terms not otherwise defined in this Mortgage shall have the meanings attributed to such terms in the Uniform Commercial Code:

MORTGAGE (Continued)

Page 12

Borrower. The word "Borrower" means RCRMF LLC and includes all co-signers and co-makers signing the Note and all their successors and assigns.

Environmental Laws. The words "Environmental Laws" mean any and all state, federal and local statutes, regulations and ordinances relating to the protection of human health or the environment, including without limitation the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended, 42 U.S.C. Section 9601, et seq. ("CERCLA"), the Superfund Amendments and Reauthorization Act of 1986, Pub. L. No. 99-499 ("SARA"), the Hazardous Materials Transportation Act, 49 U.S.C. Section 1801, et seq., the Resource Conservation and Recovery Act, 42 U.S.C. Section 8901, et seq., or other applicable state or federal laws, rules, or regulations adopted pursuant thereto.

Event of Default. The words "Event of Default" mean any of the events of default set forth in this Mortgage in the events of default section of this Mortgage.

Grantor. The word "Grantor" means RCRMF LLC.

Guarantor. The word "Guarantor" means any guarantor, surety, or accommodation party of any or all of the Indebtedness.

Guaranty. The word "Guaranty" means the guaranty from Guarantor to Lender, including without limitation a guaranty of all or part of the Note.

Hazardous Substances. The words "Hazardous Substances" mean materials that, because of their quantity, concentration or physical, chemical or infectious characteristics, may cause or pose a present or potential hazard to human health or the environment when improperly used, treated, stored, disposed of, generated, manufactured, transported or otherwise handled. The words "Hazardous Substances" are used in their very broadest sense and include without limitation any and all hazardous or toxic substances, materials or waste as defined by or listed under the Environmental Laws. The term "Hazardous Substances" also includes, without limitation, petroleum and petroleum by-products or any fraction thereof and asbestos.

Improvements. The word "Improvements" means all existing and future improvements, buildings, structures, mobile homes affixed on the Real Property, facilities, additions, replacements and other construction on the Real Property.

Indebtedness. The word "Indebtedness" means all principal, interest, and other amounts, costs and expenses payable under the Note or Related Documents, together with all renewals of, extensions of, modifications of, consolidations of and substitutions for the Note or Related Documents and any amounts expended or advanced by Lender to discharge Grantor's obligations or expenses incurred by Lender to enforce Grantor's obligations under this Mortgage, together with interest on such amounts as provided in this Mortgage.

Lender. The word "Lender" means Wells Fargo Bank, National Association, its successors and assigns.

Mortgage. The word "Mortgage" means this Mortgage between Grantor and Lender.

Note. The word "Note" means the promissory note dated January 23, 2020, in the original principal amount of **\$1,098,750.00** from Grantor to Lender, together with all renewals of, extensions of, modifications of, refinancings of, consolidations of, and substitutions for the promissory note or agreement. The final maturity date of the Note is February 1, 2040.

Personal Property. The words "Personal Property" mean all equipment, fixtures, and other articles of personal property now or hereafter owned by Grantor, and now or hereafter attached or affixed to the Real Property; together with all accessions, parts, and additions to, all replacements of, and all substitutions for, any of such property; and together with all proceeds (including without limitation all insurance proceeds and refunds of premiums) from any sale or other disposition of the Property.

Property. The word "Property" means collectively the Real Property and the Personal Property.

Real Property. The words "Real Property" mean the real property, interests and rights, as further described in this Mortgage.

Related Documents. The words "Related Documents" mean all promissory notes, credit agreements, loan agreements, environmental agreements, guaranties, security agreements, mortgages, deeds of trust, security deeds, collateral mortgages, and all other instruments, agreements and documents, whether now or hereafter existing, executed in connection with the Indebtedness.

Rents. The word "Rents" means all present and future rents, revenues, income, issues, royalties, profits, and other benefits derived from the Property.

**MORTGAGE
(Continued)**

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GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MORTGAGE, AND GRANTOR AGREES TO ITS TERMS.

GRANTOR:

RCRMF LLC

By:

Carmen M. Fernandez, Manager of RCRMF LLC

By:

RAFAEL J. FERNANDEZ, Authorized Member of RCRMF LLC

WITNESSES:

X

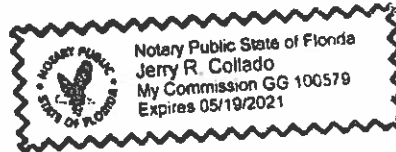
Printed Name:

JAVIER SANCHEZ

X

Printed Name:

Jerry Collado

**LIMITED LIABILITY COMPANY ACKNOWLEDGMENT**

STATE OF

Florida

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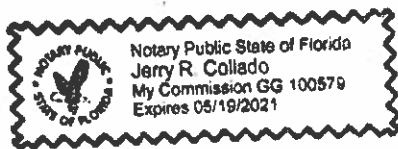
COUNTY OF

Miami Dade

) SS

)

The foregoing instrument was acknowledged before me this 24th day of JANUARY, 2020
 by Carmen M. Fernandez, Manager of RCRMF LLC, member (or agent), on behalf of RCRMF LLC, a limited liability company. He or she is
 personally known to me or has produced FC DC as identification.



(Signature of Person Taking Acknowledgment)

Jerry Collado

(Name of Acknowledger Typed, Printed or Stamped)

(Title or Rank)

NOTARY

N/A

(Serial Number, if any)

**MORTGAGE
(Continued)**

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LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

STATE OF Florida

)

COUNTY OF Miami Dade

) SS

)

The foregoing instrument was acknowledged before me this 24th day of January, 2020
by RAFAEL J FERNANDEZ, Authorized Member of RCRMF LLC, member (or agent), on behalf of RCRMF LLC, a limited liability company.
He or she is personally known to me or has produced FL DL as identification.

[Signature]
(Signature of Person Taking Acknowledgment)

Jerry Collado
(Name of Acknowledger Typed, Printed or Stamped)

NOTARY
(Title or Rank)

N/A
(Serial Number, if any)

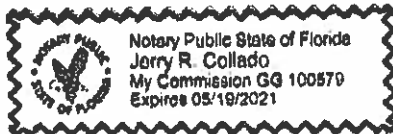


EXHIBIT A
(Description of Property)

Exhibit A where Real Property or its address is commonly known as 2916 S DOUGLAS RD, CORAL GABLES, FL 33134, Assessor's Parcel No. 03-4117-005-6050

Description of Property

The South 20 feet of Lot 27 and all of Lot 28 in Block 22, CORAL GABLES CRAFTS SECTION, as per plat recorded in Plat Book 10, Page 40, Public Records of Miami-Dade County, Florida

[Home](#) > [Resources](#) > [Data Tools](#) > [BankFind Suite](#) > Find Institutions by Name & Location[< BankFind Suite Home](#)[Back to Search Results](#)

Wells Fargo Bank, National Association



Institution Details

Data as of 08/20/2021



FDIC Insured
Since 01/01/1934

FDIC Cert #
3511

Established
01/01/1870

Bank Charter Class
National Banks, member of the
Federal Reserve Systems (FRS)

Primary Federal Regulator
Comptroller of the Currency

Secondary Federal Regulator
CFPB

Main Office Address
101 N. Phillips Avenue
Sioux Falls, SD 57104

Primary Website
www.wellsfargo.com

Locations
4,989 domestic locations: 40
states and 0 territories.
30 in foreign locations.

Financial Information
[Create financial reports for this
institution](#)

Consumer Assistance
HelpWithMyBank.gov

Contact the FDIC
[Wells Fargo Bank, National
Association](#)

Get additional detailed information by selecting from the following:

[Locations](#)[History](#)[Institution Profile](#)[Other Names](#)

5,019 Branch Offices

Hide ^

Results

25 ▾



Page #

Go

UNINUM	Branch Number	Name	Address	City	County	State
2239	Main Office	Wells Fargo Bank, National Association	101 N. Phillips Avenue Sioux Falls, SD 57104	Sioux Falls	Minnehaha	SD
199319	13	Arcata Branch	1103 G Street Arcata, CA 95521	Arcata	Humboldt	CA
199325	19	Bakersfield Downtown Branch	1300 22nd Street Bakersfield, CA 93301	Bakersfield	Kern	CA
199333	28	Wilshire Crescent Branch	9354 Wilshire Boulevard Beverly Hills, CA 90212	Beverly Hills	Los Angeles	CA
199335	30	Burbank Branch	900 North San Fernando Boulevard Burbank, CA 91504	Burbank	Los Angeles	CA
199341	36	City Of Commerce	5701 South Eastern Avenue	City Of	Los	CA

		Branch	City Of Commerce, CA 90040	Commerce	Angeles	
199342	37	Colusa Branch	501 Market Street Colusa, CA 95932	Colusa	Colusa	CA
199348	44	Serramonte Branch	135 Serramonte Center Daly City, CA 94015	Daly City	San Mateo	CA
199351	47	Eureka Branch	605 G Street Eureka, CA 95501	Eureka	Humboldt	CA
199353	49	Gold River Branch	2010 Gold Field Drive Rancho Cordova, CA 95670	Rancho Cordova	Sacramento	CA
199358	54	Fashion Fair Branch	710 East Shaw Avenue Fresno, CA 93710	Fresno	Fresno	CA
199361	58	Garden Grove Branch	12952 Harbor Boulevard Garden Grove, CA 92840	Garden Grove	Orange	CA

199365	62	Goleta Branch	195 North Fairview Avenue Goleta, CA 93117	Goleta	Santa Barbara	CA
199366	63	Hanford Branch	200 West 7th Street Hanford, CA 93230	Hanford	Kings	CA
199369	66	Southland Branch	950 Southland Drive Hayward, CA 94545	Hayward	Alameda	CA
199375	72	Inglewood Branch	400 South Market Street Inglewood, CA 90301	Inglewood	Los Angeles	CA
199379	76	La Habra Branch	1190 South Beach Boulevard La Habra, CA 90631	La Habra	Orange	CA
199381	78	La Mirada Branch	15056 Rosecrans Avenue La Mirada, CA 90638	La Mirada	Los Angeles	CA
199388	80	Lemoore	301 West D Street			CA

199383	80	Branch	Lemoore, CA 93245	Lemoore	Kings	CA
199387	85	Long Beach Main Branch	111 West Ocean Boulevard Long Beach, CA 90802	Long Beach	Los Angeles	CA
199390	88	Atwater Branch	3250 Glendale Boulevard Los Angeles, CA 90039	Los Angeles	Los Angeles	CA
199394	92	Beverly- Fairfax Branch	137 North Fairfax Avenue Los Angeles, CA 90036	Los Angeles	Los Angeles	CA
199400	99	Larchmont Village Branch	245 North Larchmont Boulevard Los Angeles, CA 90004	Los Angeles	Los Angeles	CA
199403	102	Monterey Park Branch	2101 South Atlantic Boulevard Monterey Park, CA 91754	Monterey Park	Los Angeles	CA

199405	104	Chatsworth Branch	10250 Mason Avenue Chatsworth, CA 91311	Chatsworth	Los Angeles	CA
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