

339 SIXTH AVENUE, SUITE 1400 PITTSBURGH, PA 15222 Phone: (412) 391-5555 Fax: (412) 391-7608 E-mail: <u>TitleExpress@grantstreet.com</u>

www.GrantStreet.com

PROPERTY INFORMATION REPORT

ORDER DATE: 04/16/2021

REPORT EFFECTIVE DATE: 20 YEARS UP TO 04/13/2021 **CERTIFICATE #** 2017-16873 **ACCOUNT #** 514210140630 **ALTERNATE KEY #** 684014 **TAX DEED APPLICATION #** 46921

COUNTY, STATE: BROWARD, FL

At the request of the County Tax Collector for the above-named county, a search has been made of the Public Records for the following described property:

LEGAL DESCRIPTION:

LOTS 87 AND 88 OF HOLLYWOOD LAWNS, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 2, PAGE 58, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA.

PROPERTY ADDRESS: 930 N 17 COURT #1-8, HOLLYWOOD FL 33020

OWNER OF RECORD ON CURRENT TAX ROLL:

DMRW LLC 190 NE 199 ST #204 NORTH MIAMI, FL 33179 (Matches Property Appraiser records.)

APPARENT TITLE HOLDER & ADDRESS OF RECORD:

DMRW LLC 3215 NE 184TH ST, #14113 NORTH MIAMI BEACH, FL 33160 (Per Deed) OR: 48045, Page: 1602

DMRW LLC 3215 NE 184TH ST, UNIT #14113 AVENTURA, FL 33180 (Per Mortgage in 48045-1607, Mortgage in #113416747, and Assignment of Leases in 48045-1618.)

DMRW LLC 3619 NE 207ST #2303 AVENTURA, FL 33180 (Per Lien in 114849370)

DMRW LLC 8025 BLACK HORSE PIKE SUITE 500 WEST ATLANTIC CITY, NJ 08232 (Per Sunbiz) KENDALL WESTMORELAND, REGISTERED AGENT O/B/O DMRW LLC 190 NE 199 ST SUITE 204 N MIAMI, FL 33179 (Per Sunbiz)

MORTGAGE HOLDER OF RECORD:

PARKE BANK OR: 48045, Page: 1607 601 DELSEA DRIVE Instrument: 113416747 SEWELL, NJ 08080 (Per Mortgages. No Sunbiz record found.)

PARKE BANK 601 DELSEA DRIVE P.O. BOX 40 SEWELL, NJ 08080 (Per Assignment of Leases, Rents and Other Agreements in 48045-1618.)

LIENHOLDERS AND OTHER INTERESTED PARTIES OF RECORD: BEAMIF A LLC

PO BOX 885 BOCA RATON, FL 33429 (Tax Deed Applicant)

Instrument: 114849370

CITY OF HOLLYWOOD CODE COMPLIANCE DIVISION 2600 HOLLYWOOD BLVD PO BOX 229045 HOLLYWOOD, FL 33022-9045 (Per Lien)

PROPERTY INFORMATION REPORT – CONTINUED

PARCEL IDENTIFICATION NUMBER: 5142 10 14 0630

CURRENT ASSESSED VALUE: \$556,400 HOMESTEAD EXEMPTION: No MOBILE HOME ON PROPERTY: No OUTSTANDING CERTIFICATES: N/A

OPEN BANKRUPTCY FILINGS FOUND? No

OTHER INSTRUMENTS ASSOCIATED WITH PROPERTY BUT NO NOTICE REQUIRED Warranty Deed OR: 26903, Page: 482 (This document references a mortgage in the amount of \$135,000.00 (O.R. 26903-484), however Satisfaction of Mortgage was recorded at 27550-578, in the Official Records of Broward County.)				
Satisfaction of Mortgage	OR: 27550, Page: 578			
Warranty Deed	OR: 32426, Page: 1160			
Quit Claim Deed	OR: 45724, Page: 1008			
Continuous Marriage Affidavit	OR: 48045, Page: 1603			
Affidavit	OR: 48045, Page: 1604			
Assignment of Leases, Rents and Other Agreements	OR: 48045, Page: 1618			

Instrument: 113491534

Mortgage Modification

This is a Property Information Report that has been prepared in accordance with the requirements of Sections 197.502(4) and (5), Florida Statutes, and which satisfies the minimum standards set forth in the Florida Administrative Code, Chapter 12D-13.016. This report is not title insurance. It is not an opinion of title, title insurance policy, warranty of title or any other assurance as to the status of title, and shall not be used for the purpose of issuing title insurance.

Pursuant to s. 627.7843, Florida Statutes, the maximum liability of the issuer of this property information report for errors or omissions in this property information report is limited to the amount paid for this property information report, and is further limited to the person(s) expressly identified by name in the property information report as the recipient(s) of the property information report.

<u>Kim Pi</u>ckett

Title Examiner



Site Address	930 N 17 COURT #1-8, HOLLYWOOD FL 33020	ID #	5142 10 14 0630
Property Owner	DMRW LLC	Millage	0513
Mailing Address	190 NE 199 ST #204 NORTH MIAMI FL 33179	Use	08
Abbr Legal Description	HOLLYWOOD LAWNS 2-58 B LOT 87,88		

The just values displayed below were set in compliance with Sec. 193.011, Fla. Stat., and include a reduction for costs of sale and other adjustments required by Sec. 193.011(8).

		* 2	020 v	alues a	re cor	nsidere	d "working va	alues'	and a	are subject to	chang	je.		
						Prope	rty Assessm	ent \	/alues					
Year		Land			Building / Improvement		Just / Market Value		Assessed / SOH Value			Тах		
2020	\$1	32,800		\$4	23,60	0	\$550	6,400		\$556,40	0			
2019	\$13	32,800		\$3	99,76	0	\$53	2,560		\$532,56	0	\$13,	\$13,824.41	
2018	\$13	32,800		\$4	77,90	0	\$61),700		\$534,01	10 \$14,063		063.	.10
			20	20 Exe	mptic	ons an	d Taxable Va	alues	by Ta	xing Authori	ty			
					Cou	nty	Scho	ol Bo	bard	Munici	ipal	Inc	dep	endent
Just Valu	ie				\$556,4	400		\$556	,400	\$556,4	400		\$5	56,400
Portabili	ty					0			0		0			0
Assesse	d/SOF	1			\$556,4	400		\$556	,400	\$556,·	400		\$5	56,400
Homeste	ad					0			0		0			0
Add. Hor	neste	ad				0			0	0 0				0
Wid/Vet/I	Dis					0	0		0	0		0		
Senior				0				0 0		0			0	
Exempt ⁻	Гуре					0			0	0		0		
Taxable					\$556,4	400	\$556,400		\$556,·	400		\$5	56,400	
			Sal	les Hist	tory					Land	Calc	ulations		
Date)	Тур	e	Pric	e	Boo	k/Page or C	N		Price F		Factor		Туре
6/23/20	11	WD-0	2	\$400,0	00	4	8045 / 1602		;	\$12.00		11,067		SF
10/2/20	08	QCD-	D	\$144,5	00	4	5724 / 1008							
11/16/20	001	WD		\$320,0	00	3	2426 / 1160							
8/13/19	97	WD		\$270,0	00	:	26903 / 482							
4/15/19	97	WD		\$240,0	00		26314 / 79		Ac	dj. Bldg. S.F.	(Card	l, <mark>Sketc</mark> h)		3886
									Un	its			8	
Eff./Act. Year Built: 1956/1955														
	Special Assessments													
Fire	G	arb	Li	ght	· · · · · · · · · · · · · · · · · · ·		afe	Storm		Clean		Misc		
05	1							Ì		1				
R	1						Ì			1				
	+									1				

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Board of County Commissioners, Broward County, Florida Records, Taxes, & Treasury

CERTIFICATE OF MAILING NOTICES

Tax Deed #46921

STATE OF FLORIDA COUNTY OF BROWARD

THIS IS TO CERTIFY that I, County Administrator in and for Broward County, Florida, did on the 1st day of July 2021, mail a copy of the Notice of Application for Tax Deed to the following persons prior to the sale of property, and that payment has been made for all outstanding Tax Certificates or, if the Certificate is held by the County, that all appropriate fees have been paid and deposited:

CITY OF HOLLYWOOD TREASURY DIVISION 2600 HOLLYWOOD BLVD HOLLYWOOD, FL 33020	DMRW LLC 930 N 17 CT #1-8 HOLLYWOOD, FL 33020	DMRW LLC 190 NE 199 ST #204 NORTH MIAMI, FL 33179	DMRW LLC 3619 NE 207 ST #2303 AVENTURA, FL 33180
DMRW LLC 3215 NE 184TH ST, #14113 NORTH MIAMI BEACH, FL 33160	,	DMRW LLC 3300 NE 191 STREET 801 AVENTURA, FL 33180	DMRW LLC 8025 BLACK HORSE PIKE SUITE 500 WEST ATLANTIC CITY, NJ 08232
KENDALL WESTMORELAND, REGISTERED AGENT O/B/O DMRW LLC 190 NE 199 ST SUITE 204 N MIAMI, FL 33179	PARKE BANK 601 DELSEA DRIVE P.O. BOX 40 SEWELL, NJ 08080	PARKE BANK 601 DELSEA DRIVE SEWELL, NJ 08080	CITY OF HOLLYWOOD CODE COMPLIANCE DIVISION 2600 HOLLYWOOD BLVD PO BOX 229045 HOLLYWOOD, FL 33022-9045
*SHEKAR REDDY 2014 REV TR REDDY, SHEKAR & SHYLAJA TRSTEE 12301 SW 1 ST PLANTATION, FL 33325	*GUMMAKONDA PROPERTIES INC 1011 N FEDERAL HWY HOLLYWOOD, FL 33020	*GATOR 2034 JAG LLC GATOR 2034 MJG LLC ETAL 7850 NW 146 ST 4FL MIAMI LAKES, FL 33016	

I certify that notice was provided pursuant to Florida Statutes, Section 197.502(4)

I further certify that I enclosed with every copy mailed, a statement as follows: 'Warning - property in which you are interested' is listed in the copy of the enclosed notice.

GIVEN UNDER MY HAND AND OFFICIAL SEAL, this 1st day of July 2021 in compliance with section 197.522 Florida Statutes, 1995, as amended by Chapter 95-147 Senate Bill No. 596, Laws of Florida 1995.

SEAL

Bertha Henry

COUNTY ADMINISTRATOR Finance and Administrative Services Department Records, Taxes, & Treasury Division

By_____ Deputy **Juliette M. Aikman**

Broward County, Florida

RECORDS, TAXES & TREASURY DIVISION/TAX DEED SECTION

NOTICE OF APPLICATION FOR TAX DEED NUMBER 46921

NOTICE is hereby given that the holder of the following certificate has filed said certificate for a tax deed to be issued thereon. The certificate number and year of issuance, the description of the property, and the name in which it was assessed are as follows:

Property ID: 514210-14-0630

Certificate Number:	16873
Date of Issuance:	05/24/2018
Certificate Holder:	BEAMIF A LLC
Description of Property:	HOLLYWOOD LAWNS 2-58 B
	LOT 87,88

Name in which assessed: DMRW LLC Legal Titleholders: DMRW LLC 190 NE 199 ST #204 NORTH MIAMI, FL 33179

All of said property being in the County of Broward, State of Florida.

Unless such certificate shall be redeemed according to law the property described in such certificate will be sold to the highest bidder on the 18th day of August ,2021. Pre-bidding shall open at 9:00 AM EDT, sale shall commence at 10:00 AM EDT and shall begin closing at 11:01 AM EDT at:

broward.deedauction.net *Pre-registration is required to bid.

Dated this 3rd day of May , 2021 .

Bertha Henry County Administrator RECORDS, TAXES, AND TREASURY DIVISION

By:

Abiodun Ajayi Deputy CREATED Z MANUTAL COM MICONTINUE

This Tax Deed is Subject to All Existing Public Purpose Utility and Government Easements. The successful bidder is responsible to pay any outstanding taxes.

 Publish:
 DAILY BUSINESS REVIEW

 Issues:
 07/15/2021, 07/22/2021, 07/29/2021 & 08/05/2021

 Minimum Bid:
 72134.70

401-314

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Broward County, Florida

RECORDS, TAXES & TREASURY DIVISION/TAX DEED SECTION

NOTICE OF APPLICATION FOR TAX DEED NUMBER 46921

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Description of Property:	HOLLYWOOD LAWNS 2-58 B
	LOT 87,88

Name in which assessed:	DMRW LLC
Legal Titleholders:	DMRW LLC
	190 NE 199 ST #204
	NORTH MIAMI, FL 33179

All of said property being in the County of Broward, State of Florida.

Unless such certificate shall be redeemed according to law the property described in such certificate will be sold to the highest bidder on the 18th day of August ,2021. Pre-bidding shall open at 9:00 AM EDT, sale shall commence at 10:00 AM EDT and shall begin closing at 11:01 AM EDT at:

broward.deedauction.net *Pre-registration is required to bid.

Dated this 24th day of May , 2021.

Bertha Henry County Administrator RECORDS, TAXES, AND TREASURY DIVISION

By:

Abiodun Ajayi Deputy

This Tax Deed is Subject to All Existing Public Purpose Utility and Government Easements. The successful bidder is responsible to pay any outstanding taxes.

 Publish:
 DAILY BUSINESS REVIEW

 Issues:
 07/15/2021, 07/22/2021, 07/29/2021 & 08/05/2021

 Minimum Bid:
 72540.70

BROWARD DAILY BUSINESS REVIEW

Published Daily except Saturday, Sunday and Legal Holidays Ft. Lauderdale, Broward County, Florida

STATE OF FLORIDA COUNTY OF BROWARD:

Before the undersigned authority personally appeared SCHERRIE A. THOMAS, who on oath says that he or she is the LEGAL CLERK, of the Broward Daily Business Review f/ k/a Broward Review, a daily (except Saturday, Sunday and Legal Holidays) newspaper, published at Fort Lauderdale, in Broward County, Florida; that the attached copy of advertisement, being a Legal Advertisement of Notice in the matter of

46921

NOTICE OF APPLICATION FOR TAX DEED CERTIFICATE NUMBER: 16873

in the XXXX Court, was published in said newspaper in the issues of

07/15/2021 07/22/2021 07/29/2021 08/05/2021

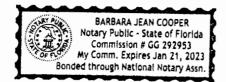
Affiant further says that the said Broward Daily Business

Review is a newspaper published at Fort Lauderdale, in said Broward County, Florida and that the said newspaper has heretofore been continuously published in said Broward County, Florida each day (except Saturday, Sunday and Legal Holidays) and has been entered as second class mail matter at the post office in Fort Lauderdale in said Broward County, Florida, for a period of one year next preceding the first publication of the attached copy of advertisement; and affiant further says that he or she has neither paid nor promised any person, firm or corporation any discount, rebate, commission or refund for the purpose of securing this advertisement for publication in the said newspaper.

Swom to and subscribed before me this AUGUST A D 2021 5

(SEAL) SCHERRIE A. THOMAS personally known to me

Var A



Broward County, Florida OORDS, TAXES & TREASURY DIVISION/TAX DEED SECTION NOTICE OF APPLICATION FOR IR 46021 TAX DEED NUN

NOTICE is hereby given that the holder of the following certificate has filed said certificate for a tax deed to be issued thereon. The certificate number and year of issuance, the description of the property, and the name in which it was assessed are as follows:

Property ID: 514210-14-0630 Certificate Number: 16873 Date of issuance: 05/24/2018 Certificate Holder: BEAMIF A LLC Description of Property: HOLLYWOOD LAWNS 2-58 B LOT 87,88 Name in which assessed: DMRW LLC Legal Titlehoiders: DMRW LLC 190 NE 199 ST #204 NORTH MIAMI, FL 33179 All of said property being in the County of Broward, State of Florida. Unless such certificate shall be redeemed according to law the property described in such certificate will

be sold to the highest bidder on the 18th day of August, 2021. Pre-bidding shall open at 9:00 AM EDT, sale shall commence at 10:00 AM EDT and shall begin closing at 11:01 AM EDT at: broward.deedauction.net

*Pre-registration is required to bid. Dated this 24th day of May, 2021. Bertha Henry

County Administrator RECORDS, TAXES, AND TREASURY DIVISION

(Circuit Court Seal) By: Abiodun Ajayi

Deputy

This Tax Deed is Subject to All Existing Public Purpose Utility and Government Easements. The successful bidder is responsible to pay any outstanding taxes. 72540.70 Minimum Bid: 401-314

7/15-22-29 8/5 21-12/00005392508

BROWARD COUNTY SHERIFF'S OFFICE 2601 West Broward Blvd Fort Lauderdale, Florida 33312	
Sheriff # 21028767	

Broward County, FL VS DMRW LLC



Court Case # TD 46921

Hearing Date:08/18/2021 Received by CCN 12628 07/02/2021 9:36 AM

Type of Writ: Tax Sale - Broward

Court: County / Broward FL

Serve: DMRW LLC 930 N 17 Court #1-8 Hollywood FL 33020

Served:

Not Served:

Broward County Revenue-Delinquent Tax Section 115 S. Andrews Ave. Room A-100 Fort Lauderdale FL 33301

Date: 07/02/2021 Time: 10:52 AM

On DMRW LLC in Broward County, Florida, by serving the within named person a true copy of the writ with the date and time of service endorsed thereon by me, and copy of the complaint petition or initial pleading by the following method:

Other Returns: Other Returns

<u>COMMENTS</u>: Posted tax notice on tree just inside the gate near the entrance in plain view.

1

You can now check the status of your writ by visting the Broward Sheriff's Office Website at www.sheriff.org and clicking on the icon "Service Inquiry" Gregory Tony, Sheriff Broward County, Florida

By: Annette Shannon

D.S.

A. Shannon, #12628

		EXECUTION COSTS		DEMAND/LEVY INFORMATION		
RECEIPT	INFORMATION	EXECUTION COSTS	DEMAND/LEVTI	DEMAND/LEVT INFORMATION		
Receipt # Judgment Date		Judgment Date	n/a			
Check # Judgment Amount		\$0.00				
Service Fee	\$0.00		Current Interest Rate	0.00%		
On Account	\$0.00		Interest Amount	\$0.00		
Quantity			Liquidation Fee	\$0.00		
Original	1		Sheriff's Fees	\$0.00		
Services	1		Sheriff's Cost	\$0.00		
			Total Amount	\$0.00		

BROWARD COUNTY, FORT LAUDERDALE, FLORIDA RECORDS, TAXES AND TREASURY DIVISION/TAX DEED SECTION **PROPERTY ID # 514210-14-0630 (TD #46921)**

WARNING

PROPERTY IN WHICH YOU ARE INTERESTED IS LISTED IN THE ENCLOSED NOTICE

BROWARD COUNTY SHERIFF'S DEPT ATTN: CIVIL DIVISION FT LAUDERDALE, FL 33312

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NOTE

AS PER FLORIDA STATUTES 197.542, THIS PROPERTY IS BEING SCHEDULED FOR TAX DEED AUCTION, AND WILL NO LONGER BE ABLE TO BE REDEEMED. OTHER TAX YEARS MAY BE OWED BUT NOT INCLUDED IN THE AMOUNT BELOW PLEASE CALL FOR MORE INFORMATION.

FLA. STATUTES MAY REQUIRE US TO NOTIFY ALL PROPERTY OWNERS WHO LIVE AROUND THE PROPERTY SCHEDULED FOR SALE. IF YOU DO NOT OWN OR HAVE LEGAL INTEREST IN THIS PROPERTY, PLEASE DISREGARD THIS LETTER.

PAYMENT MUST BE MADE IN CASH, MONEY ORDER OR CASHIER'S CHECK; <u>PERSONAL OR</u> BUSINESS CHECKS ARE NOT ACCEPTED.

AMOUNT NECESSARY TO REDEEM: (See amounts below)

MAKE CHECKS PAYABLE TO: BROWARD COUNTY TAX COLLECTOR

* Amount due if paid by July 30, 2021\$71,534.25

* Amount due if paid by August 17, 2021\$72,540.70

*AMOUNTS DUE MAY BE SUBJECT TO ADDITIONAL FEES. PLEASE CALL (954) 357-5374 FOR THE CORRECT AMOUNT DUE PRIOR TO SUBMITTING PAYMENT FOR REDEMPTION.

Or

THERE ARE UNPAID TAXES ON THIS PROPERTY AND WILL BE SOLD AT PUBLIC AUCTION ON August 18, 2021 UNLESS THE BACK TAXES ARE PAID.

TO MAKE PAYMENT, OR TO RECEIVE FURTHER INFORMATION, CONTACT THE RECORD, TAXES & TREASURY DIVISION, TAX DEED SECTION, 115 S. ANDREWS AVENUE ROOM #A-100, FORT LAUDERDALE, FLORIDA 33301-1895. PHONE: (954) 357-5374 OR 5395 FOR TAX DEEDS PROCESS AND AUCTION RULES, PLEASE VISIT www.broward.org/recordstaxestreasury

PLEASE SERVE THIS ADDRESS OR LOCATION

DMRW LLC 930 N 17 CT #1-8 HOLLYWOOD, FL 33020

NOTE: THIS IS THE ADDRESS OF THE PROPERTY SCHEDULED FOR AUCTION

97-447134 T#001 DB-26-97 DB:26AM

\$ 1890.00 DOCU. STAMPS DEED

RECVD. BROWARD CNTY B. JACK OSTERHOLT

COUNTY ADMIN.

WARRANTY DEED (Statutory Form - Section 689.02 F.S.)

This instrument prepared by: MARTIN G. BROOKS, ESQ. MARTIN G. BROOKS, P.A. California Federal Bank Bldg. 450 N. Park Road, Suite #400

Hollywood, FL 33021

WELL CALL

Equity Land Title, Ir Irade Centre South # 0 West Cypress Creel ort Lauderdale, FL 3:

Fort Port

R.E. Tax	r Fo <u>lio</u>	5142	1014	0630
Grantee	SS#_			
Grantee	SS#		· · · · ·	

THIS INDENTURE made this <u>13th</u> day of August, 1997,

BETWEEN REEDOM DEVELOPMENT AND CONSTRUCTION, INC., a Florida corporation, having its principal place of business located at 917 N. Federal Highway, Hollywood, FL 33020, grantor*, and ANTONIO SCHISKIN, a married man,

whose post office address is 930 N. 17th Court, Hollywood, FL 33020 in the County of Broward and State of Florida, grantee*,

W I T N E S S E T H, That said grantor for and in consideration of the sum ,, **Inc.** ⊿th #700 ^{→reek} Road of TEN AND NO/100 Dollars and other good and valuable considerations to said grantor in hand paid by said grantee, the receipt whereof is hereby acknowledged, has granted, bargained and sold to the said grantee, and grantee's heirs and assigns forever, the following described land, situate, lying and being in Broward County, Florida, to wit:

> Lots 87 and 88 of HOLLYWOOD LAWNS, according to the plat thereof, recorded in Plat Book 2 at Page 58 of the Public Records of Broward County, Florida.

SUBJECT TO all taxes for the year 1997 and subsequent years, and

SUBJECT TO that certain purchase money wrap around mortgage of even date in the original amount of \$135,000.00, and

SUBJECT TO restrictions, reservations, dedications and easements of record, however, the recitation herein shall not act to reimpose same.

62932

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WARRANTY DEED (Statutory Form - Section 689.02 F.S.)

Paqe 2

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

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

IN WITNESS WHEREOF the Grantor has caused these presents to be executed in its name and its corporate seal to be hereunto affixed by its proper officers thereunto duly authorized, the day and year first above written.

by:

ATTEST: anghis CRISTINA MONARO, Secretary

Signad, sealed and delivered in the presence of:

Martin G Brooks ¹ d.

Carol Ann Brooks

STATE OF FLORIDA COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this <u>13th</u> day of August, 1997 by MATTHIAS KALLHARDT, as Vice President and CRISTINA MONARO, as Secretary of REEDOM AND DEVELOPMENT CONSTRUCTION, INC., a Florida corporation, on behalf of the corporation, who is personally known to me.

NOTARY PUBLIC

REEDOM DEVELOPMENT AND

MATTHÍAS KALLHARDT,

Hollywood, FL 33020

having its principal place

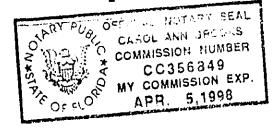
of business at 917 N. Federal Hwy

Vice President

CONSTRUCTION, INC., a Florida corporation

My commission expires:

(Print name of Notary Public)



RECORDED IN THE OFFICIAL RECORDS BOOH OF BROWARD COUNTY, FLORIDA COUNTY ADMINISTRATOR

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

Detail by Entity Name Florida Limited Liability Company DMRW LLC					
Filing Information					
Document Number	L11000052254				
FEI/EIN Number	45-2717735				
Date Filed	05/03/2011				
State	FL				
Status	ACTIVE				
Principal Address					
3300 NE 191 Street 801					
Aventura, FL 33180					
Changed: 03/13/2020					
Mailing Address					
8025 BLACK HORSE PIKE SUITE 500					
WEST ATLANTIC CITY, N	J 08232				
Changed: 10/15/2020					
Registered Agent Name & Address					
WESTMORELAND, KENDALL					
190 NE 199 St					
Suite 204					
N Miami, FL 33179					
Address Changed: 09/15/2017					

Authorized Person(s) Detail

Name & Address

Title MGRM

WESTMORELAND, RUDOLPH 8025 BLACK HORSE PIKE PLEASANTVILLE, NJ 08232

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Annual Reports

Report Year	Filed Date
2018	03/08/2018
2019	04/18/2019
2020	03/13/2020

Document Images

03/13/2020 ANNUAL REPORT	View image in PDF format
04/18/2019 ANNUAL REPORT	View image in PDF format
03/08/2018 ANNUAL REPORT	View image in PDF format
09/15/2017 ANNUAL REPORT	View image in PDF format
03/30/2016 ANNUAL REPORT	View image in PDF format
01/07/2015 ANNUAL REPORT	View image in PDF format
02/24/2014 ANNUAL REPORT	View image in PDF format
01/28/2013 ANNUAL REPORT	View image in PDF format
02/28/2012 ANNUAL REPORT	View image in PDF format
05/03/2011 Florida Limited Liability	View image in PDF format

Florida Department of State, Division of Corporations

CFN # 110154716, OR BK 48045 Page 1602, Page 1 of 1, Recorded 07/18/2011 at 02:15 PM, Broward County Commission, Doc. D \$2800.00 Deputy Clerk 3075

THIS INSTRUMENT PREPARED BY AND RETURN TO: STEPHEN J. STRALEY ACTION TITLE COMPANY 2699 STIRLING ROAD, SUITE C-204 FT. LAUDERDALE, FL 33312 Property Appraisers Parcel Identification (Folio) Numbers: 514210-14-0630 Documentary Stamps are based on a sales price of \$400,000.00

_ Space Above This Line For Recording Data _____

THIS WARRANTY DEED, made the 23^{rg} day of June, 2011 by BRIAN M. ROOKER and SUSAN ROOKER, HUSBAND AND WIFE, berein called the grantors, to DMRW LLC, A FLORIDA LIMITED LIABILITY COMPANY whose post office address is <u>3215</u> NE 184⁺⁹ Street # 14113, North MIAmi Brach, Ahereinafter called the Grantee: 33160

(Wherever used herein the terms "grantor" and "grantee" include all the parties to this instrument and the heirs, legal representatives and assigns of individuals, and the successors and assigns of corporations)

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

LOTS 87 AND 88 OF HOLLYWOOD LAWNS, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 2, AT PAGE 58, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA. Subject to easements, restrictions and reservations of record and to taxes for the year 2011 and thereafter.

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

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

AND, the grantors hereby covenant with said grantee that the grantors are lawfully seized of said land in fee simple; that the grantors have good right and lawful authority to sell and convey said land, and hereby warrant the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances, except taxes accruing subsequent to December 31, 2010.

IN WITNESS WHEREOF, the said grantors have signed and sealed these presents the day and year first above written.

Signed, sealed and delivered in the presence of:

Inature umber P Witness #1 Printed Name Lua 9 tness #2 Signature

BRIĂN M. ROOKER 3097 EASTLAND ROAD, MUSKEGON, MI 49441

SUSAN ROOKER

3097 EASTLAND ROAD, MUSKEGON, MI 49441

STATE OF Michigan

Witness #2 Printed Name

Suzanne Balcom

COUNTY OF Muskegon

The foregoing instrument was acknowledged before me this $3^{3^{\circ}}$ day of June, 2011 by BRIAN M. ROOKER and SUSAN ROOKER who are personally known to me or have produced VALID PHOTO ID as identification.

SEAL

KIMBER KEMP Notary Public, Muskegon County, Michigan Acting in Muskegon County My Commission Expires 09/23/14

Limber Printed Notary Name

My Commission Expires:

File No. 1123178

CFN # 108180089, OR BK 45724 Page 1008, Page 1 of 2, Recorded 10/02/2008 at 01:08 PM, Broward County Commission, Doc. D \$1011.50 Deputy Clerk 2150

This Document Prepared By and Return to: Susan Rooker 310 Arthur Street, #19 Hollywood, FL 33019

Quitclaim Deed

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PARCEL ID NO: 5142-10-14-0630

THIS Quitclaim Deed, made this $2^{\frac{N^{D}}{2}}$ day of $2^{\frac{N^{D}}{2}}$ 2008 by and between <u>Brian M Rooker</u>, a married man of Broward County, Florida, Grantor, and <u>Brian M Rooker</u>, a married man, and <u>Susan Rooker</u>, his wife, whose address is 930 North 17th Court, Hollywood, Broward County, Florida, 33020, Grantees.

WITNESSETH, that the Grantor, for an in consideration of Ten Dollars (\$10.00), and for other good and valuable consideration to the Grantor, in hand paid by the Grantees, the receipt of whereof is hereby acknowledged, has granted, bargained, remised, released and quitclaimed to said Grantees and the Grantees' heirs and assigns, forever, all the right, title, interest, claim and demand which the said party of the first part has in and to the following described lot, piece or parcel of land to wit:

Lots 87 and 88 of HOLLYWOOD LAWNS, according to the Plat thereof, as recorded in Plat Book 2, Page 58 of the Public Records of Broward County, Florida. aka: 930 North 17th Court, Hollywood, FL 33020

SUBJEST TO: Covenants, Restrictions, and Easements of record and taxes for the current year.

The preparer of this instrument was neither furnished with, nor requested to review, an abstract on the described property and therefore expresses no opinion as to the condition of title.

TO HAVE AND TO HOLD THE SAME, together with all and singular, the appurtenances thereunto belonging or in anywise appertaining, and all the estate, right, title, interest and claim whatsoever of the said party of the first part, either in law or equity, to the only proper use, benefit and belief of the said party of the second part its heirs and assigns, forever.

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

Signed, sealed and delivered in the presence of:

Witness:
Printed Name: Jeffrey Offerntsj
Witness: When Marting
Printed Name: Dar leve Maleking

(Seal) 52 Brian M Rooker

930 North 17th Court, Hollywood, FL 33020

STATE OF FLORIDA: COUNTY OF BROWARD:

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The Foregoing Instrument was acknowledged before me this 2^{4D} day of <u>OCTOBER</u> 2008, by BRIAN ROCKER, who has produced <u>F1</u> DL as identification.

Notary

NOTARY SEAL:

NOTARY PUBLIC-STATE OF FLORIDA Adolfo Jimenez Commission # DD524016 Expires: MAR. 01, 2010 Bonded Thru Atlantic Bonding Co., Inc.



TAX ACCOUNT NUMBER: 11210-14-06300 Prepared By: Wayne B. Block, Esq. WAYNE B. BLOCK, P.A. 1826 Ponce de Leon Blvd. Coral Gables, FL 33134 Return To: Columbia Title of Florida, Inc. 1826 Ponce de Leon Blvd. Coral Gables, FL 33134

Recordir

INSTR # 101509142 OR BK 32426 PG 1160 RECORDED 12/01/2001 07:58 AM COMMISSION BROWARD COUNTY DOC STHP-D 2, 240.00 DEPUTY CLERK 1006

STATUTORY WARRANTY DEED

THIS INDENTURE is made as of this 16 day of NOVEMBER, 2001, between ANTONIO SCHISKIN and YARITZA SCHISKIN, his wife, ("Grantor") and BRIAN M. ROOKER, a married man ("Grantee") whose post office address is 930 North 17th Court, Hollywood, FL 33020.

WITNESSETH, that Grantor for and in consideration of the sum of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration to them in hand paid by Grantee, the receipt of which is hereby acknowledged, has granted, bargained and sold to Grantee, his heirs, personal representatives, successors and assigns forever, the following described land, situate, lying and being in Broward County, FLORIDA, to wit:

Lots 87 and 88 of HOLLYWOOD LAWNS, according to the Plat thereof, as recorded in Plat Book 2, Page 58 of the Public Records of Broward County, Florida.

Subject to restrictions, reservations, easements and limitations of record, if any, provided that this shall not serve to reimpose same, zoning ordinances, and taxes for the current year and subsequent years.

AND GRANTOR does hereby fully warrant the title to the Property and will defend same against the lawful claims of all persons whomsoever.

IN WITNESS WHEREOF, Grantor has executed this indenture as of the day and year first above

Signed, sealed and delivered in the presence of: Print Name:

Loude Print Name: ~ ARA ANNADE

ANTONIO SCHISKIN Address: 710 N Birch Rd, Ft. Lauderdale, FL

SCHISKIN

Address: 710 N Birch Rd, Ft. Lauderdale, FL

STATE OF FLORIDA COUNTY OF BROWARD

written.

NORMA F. ECHARITE Notary Public, State of Florida MY COMMISSION # CC 961670 EXPIRES: August 16, 2004

INSTR # 113491534 Page 1 of 3, Recorded 02/03/2016 at 09:54 AM Broward County Commission, Deputy Clerk ERECORD

> Record and Return to: Cahill, Wilinski, Rhodes & Joyce, P.C. 89 Haddon Avenue, Suite A Haddonfield, New Jersey 08033

MEMORANDUM OF MORTGAGE MODIFICATION

Increases Amount Secured By Mortgage to \$475,000.00

[Modifies Mortgage ("Mortgage") made by the undersigned Mortgagor to Parke Bank ("Mortgagee") dated December 17, 2015 and Recorded December 21, 2015 in the Broward County Clerk's Office under Instrument No. 113416747]

This Memorandum of Loan Modification Agreement ("Agreement") is dated January <u>12</u>, 2016 and made by **DMRW LLC** ("Mortgagor").

NOW, THEREFORE, in consideration of the sum of ONE (\$1.00) DOLLAR, the mutual promises and covenants contained in a Second Loan Modification Agreement of even date, the modification and extension of the Loan and other good and valuable consideration, receipt of which is hereby acknowledged, the parties agree to modify the Loan in accordance with the terms and conditions of a Second Loan Modification Agreement of even date with this Agreement, the terms and conditions of which are incorporated herein and made a part hereof.

Mortgagee on this date has made a principal advance to the Mortgagor in the amount of \$15,000.00. After this advance, the outstanding principal balance of the loan secured by the Mortgage is \$475,000.00. The Mortgage is hereby modified to secure the Loan as modified and as increased by the said advance.

IN WITNESS WHEREOF, the parties hereto, intending to be legally bound, set their hands the day and year first above written.

DMRW LLC

WITNESS/ATTEST:

By:

Rudolph C. Westmoreland, Authorized Member

THIS IS AN ADDITIONAL SECURITY FOR THE FIRST MORTGAGE AND NOT SUBJECT TO DOCUMENTARY STAMPS AND INTANGIBLE TAX. BOTH HAVE BEEN PAID AS PART OF THE FIRST MORTGAGE RECORDED SIMULTANEOUSLY HEREWITH.

00107327-1

ACKNOWLEDGMENT

STATE OF New Jersey COUNTY OF allantic :ss :

BE IT REMEMBERED that on January <u>12</u>, 2016, before me, the subscriber, a notary public, personally appeared Rudolph C. Westmoreland, Authorized Member of DMRW LLC, who I am satisfied is the person named in and who executed this document on behalf of said Company and he did acknowledge that he signed, sealed and delivered the same as and for the duly authorized, voluntary act and deed of the Company and for the uses and purposes therein expressed.

Witnesseth my hand and seal.

NOTARY PUBLIC STATE OF NEW JERSEY 10 # 2333466 MY COMMISSION EXPIRES SEPT. 1, 2020

Record and Return to: Cahill, Wilinski, Rhodes & Joyce, P.C. 89 Haddon Avenue, Suite A Haddonfield, New Jersey 08033 INSTR # 113416747 Page 1 of 11, Recorded 12/21/2015 at 04:03 PM Broward County Commission, Deputy Clerk ERECORD

Record and Return to; Cahill, Wilinski, Rhodes & Joyce, P.C. 89 Haddon Avenue, Suite A Haddonfield, New Jersey 08033



THIS IS AN ADDITIONAL SECURITY FOR THE FIRST MORTGAGE AND NOT SUBJECT TO DOCUMENTARY STAMPS AND INTANGIBLE TAX. BOTH HAVE BEEN PAID AS PART OF THE FIRST MORTGAGE RECORDED SIMULTANEOUSLY REREWITH.

Mortgage and Security Agreement

THIS MORTGAGE AND SECURITY AGREEMENT ("Mortgage"), dated as of December <u>[7</u>, 2015, is by and between **DMRW LLC**, with an office located at 3215 NE 184th St., Unit #14113, Aventura, FL 33180 ("Mortgagor") and **Parke Bank**, the principal office of which is located at 601 Delsea Drive, Sewell, New Jersey 08080 ("Mortgagee").

To secure the payment of the principal sum of Four Hundred Sixty Thousand Dollars (\$460,000.00) (the "Loan") loaned by Mortgagee to Mortgagor, or which the Mortgagor has guaranteed, with interest thereon at the rate or rates specified in, and represented by a Commercial Mortgage Note, bearing even date herewith, payable to the order of Mortgagee (the "Note") as well as any and all other indebtedness of the Mortgagor to the Mortgagee, whether now existing or hereafter arising ("Debt") and in return for other good and valuable consideration receipt of which is hereby acknowledged, Mortgagor hereby mortgages, grants and transfers to Mortgagee the land known as 930 N. 17th Court, City of Hollywood, County of Broward, State of Florida a/k/a Lots 87 and 88 of Hollywood Lawns, According to the Plat thereof, as Recorded in Plat Book 2, Page 58, of the Public Records of Broward County, Florida, more particularly described in Schedule "A" annexed, including the buildings, fixtures, equipment, structures, appliances, machinery, furniture, furnishings and improvements now and hereafter constructed thereon (the "Premises"), all of which shall be deemed real property.

In addition and as independent and separate security for the payment of the Debt and the performance of the obligations, covenants and agreements secured thereby, Mortgagor gives and grants to Mortgagee an exclusive security interest in and to all Items of personal property owned by Mortgagor located on the Premises, including but not limited to, all personal property, fixtures, equipment, furnishings, inventory, supplies and articles of tangible personal property of every kind and nature whatsoever, now or hereafter located in or upon the real estate described herein, or any part thereof, and used or usable in connection with any present or future use of the real estate now owned or hereafter acquired and accessions, improvements and additions, replacements and substitutions thereof, together with the rights of the undersigned under any manufacturer's warranties relating to the foregoing and all condemnation awards and rights of warranty, indemnification and recovery from third parties for loss or damage to or diminution of value of the collateral hereby pledged as well as all accounts, accounts receivable, contract rights, instruments, and general intangibles ("Personal Property"). Upon an Event of Default by Mortgagor, Mortgagee shall, at its option, without notice or demand, be entitled to enter upon the Premises to take immediate possession of the Personal Property. Upon request by Mortgagee, Mortgagor shall assemble and make the Personal Property available to Mortgagee at a place designated by Mortgagee which is reasonably convenient to both parties. Mortgagee may propose to retain the Personal Property in partial satisfaction of the Debt, or sell all or any portion of the Personal Property at public or private sale in accordance with the Uniform Commercial Code of the State of Florida or in accordance with foreclosure sale under this Mortgage. In the event that Mortgagee elects to proceed under the Uniform Commercial Code as to the Personal property and notification of intended disposition of any of the Personal Property is required by law, such notification, if mailed, shall be deemed reasonably and properly given if mailed at least five (5) days before such disposition, postage prepaid,

00099232-1 Page -1-

Record and Return to: Cahill, Wilinski, Rhodes & Joyce, P.C. 89 Haddon Avenue, Suite A Haddonfield, New Jersey 08033 THIS IS AN ADDITIONAL SECURITY FOR THE FIRST MORTGAGE AND NOT SUBJECT TO DOCUMENTARY STAMPS AND INTANGIBLE TAX. BOTH HAVE BEEN PAID AS PART OF THE FIRST MORTGAGE RECORDED SIMULTANEOUSLY REREWITH.



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To secure the payment of the principal sum of Four Hundred Sixty Thousand Dollars (\$460,000.00) (the "Loan") loaned by Mortgagee to Mortgagor, or which the Mortgagor has guaranteed, with interest thereon at the rate or rates specified in, and represented by a Commercial Mortgage Note, bearing even date herewith, payable to the order of Mortgagee (the "Note") as well as any and all other indebtedness of the Mortgagor to the Mortgagee, whether now existing or hereafter arising ("Debt") and in return for other good and valuable consideration receipt of which is hereby acknowledged, Mortgagor hereby mortgages, grants and transfers to Mortgagee the land known as 930 N. 17th Court, City of Hollywood, County of Broward, State of Florida a/k/a Lots 87 and 88 of Hollywood Lawns, According to the Plat thereof, as Recorded in Plat Book 2, Page 58, of the Public Records of Broward County, Florida, more particularly described in Schedule "A" annexed, including the buildings, fixtures, equipment, structures, appliances, machinery, furniture, furnishings and improvements now and hereafter constructed thereon (the "Premises"), all of which shall be deemed real property.

In addition and as independent and separate security for the payment of the Debt and the performance of the obligations, covenants and agreements secured thereby, Mortgagor gives and grants to Mortgagee an exclusive security interest in and to all items of personal property owned by Mortgagor located on the Premises, including but not limited to, all personal property, fixtures, equipment, furnishings, inventory, supplies and articles of tangible personal property of every kind and nature whatsoever, now or hereafter located in or upon the real estate described herein, or any part thereof, and used or usable in connection with any present or future use of the real estate now owned or hereafter acquired and accessions, improvements and additions, replacements and substitutions thereof, together with the rights of the undersigned under any manufacturer's warranties relating to the foregoing and all condemnation awards and rights of warranty, indemnification and recovery from third parties for loss or damage to or diminution of value of the collateral hereby pledged as well as all accounts, accounts receivable, contract rights, instruments, and general intangibles ("Personal Property"). Upon an Event of Default by Mortgagor, Mortgagee shall, at its option, without notice or demand, be entitled to enter upon the Premises to take immediate possession of the Personal Property. Upon request by Mortgagee, Mortgagor shall assemble and make the Personal Property available to Mortgagee at a place designated by Mortgagee which is reasonably convenient to both parties. Mortgagee may propose to retain the Personal Property in partial satisfaction of the Debt, or sell all or any portion of the Personal Property at public or private sale in accordance with the Uniform Commercial Code of the State of Florida or in accordance with foreclosure sale under this Mortgage. In the event that Mortgagee elects to proceed under the Uniform Commercial Code as to the Personal property and notification of intended disposition of any of the Personal Property is required by law, such notification, if mailed, shall be deemed reasonably and properly given if mailed at least five (5) days before such disposition, postage prepaid,

00099232-1 Page -1-

addressed to Mortgagor at the address of Mortgagor. Mortgagor agrees that a commercially reasonable manner of disposition of the Personal property on a default shall, at the option of Mortgagee, include a sale of the Personal Property, in whole or in part, concurrently with the foreclosure upon the Premises in accordance with the provisions of the Mortgage. In the event Mortgagee shall dispose of any or all of the Personal Property after default, the proceeds of this disposition shall be applied as required by law, or to the extent not required by law, at the absolute discretion of Mortgagee in the following order: (a) to the expenses of retaking, holding and preparing for sale, selling and the like; (b) to reasonable attorney's fees and legal expenses incurred by Mortgagee; (c) to the satisfaction of the Debt; and (d) at the discretion of Mortgagee, and any surplus may be applied to the payment of the indebtedness of Mortgagor to third parties claiming a security interest in the Personal Property. Mortgagor shall execute, deliver, file and refile any financing statements, continuation statements or other security agreements Mortgagee may require from time to time to confirm the lien of the Mortgage with respect to the foregoing. Without limiting the foregoing, the Mortgagor hereby irrevocably appoints Mortgagee attorney-in-fact for Mortgagor to execute, deliver and give such instruments for and on behalf of Mortgagor. Mortgagor agrees to execute any and all documents, including financing statements, which may be required by Mortgagee from time to time to perfect the security interest granted hereby.

In addition to any other paragraph of this Mortgage and notwithstanding any term, condition or covenants hereof to the contrary, this Mortgage secures the present obligation of the Mortgagor as well as any other obligations of the Mortgagor to Mortgagee. These obligations shall include present and future obligations, whether direct, indirect, primary, secondary, fixed or contingent.

Mortgagor warrants, covenants and agrees with Mortgagee as follows:

- 1. **Definitions**. Unless the context otherwise connotes, as used herein:
 - 1.1. **"Debt"** means the principal sum of Four Hundred Sixty Thousand Dollars (\$460,000.00) loaned by Mortgagee to Mortgagor, or which the Mortgagor has guaranteed, with interest thereon at the rate or rates specified in, and represented by a Note, bearing even date herewith, payable to the order of Mortgagee (the "Note") as well as any extensions, modifications and renewals thereof, and all other indebtedness of the Mortgagor to the Mortgagee of any nature whatsoever, whether now existing or hereafter arising;
 - 1.2. **"Loan Documents"** shall mean the Note, this Mortgage and Security Agreement, the Guaranty, the Loan Agreement and any Security Agreement, the Commitment Letter or any amendments thereto, and any and all documents executed by Mortgagor and/or any Guarantor before, during or following the Closing.
- 2. **Payment of Debt**. Mortgagor shall pay the Debt in accordance with its terms.
- 3. <u>**Title Warranty**</u>. Mortgagor is seized of an indefeasible estate in fee simple in the Premises, and subject to permitted liens, Mortgagor warrants the title to the Premises.
- <u>Repair</u>. Mortgagor shall maintain the Premises in a good and substantial state of repair so as not to impair Mortgagee's collateral and shall make such repairs to same as may be required by Mortgagee from time to time.
- 5. <u>Compliance with Law</u>. Mortgagor shall comply with and maintain the Premises in compliance with all laws and requirements of all governments and governmental authorities applicable thereto.
- 6. **Taxes**. Mortgagor shall pay promptly, as the same become payable, all taxes, assessments and governmental charges on or to the Premises; and no owner of the Premises shall be entitled to any credit by reason of the payment of any tax thereon.

00099232-1 Page -2-

7. **Insurance.** The Mortgagor will keep the Premises and Personal Property insured against loss or damage by fire, standard extended coverage perils and such other hazards as the Mortgagee shall from time to time require in amounts approved by the Mortgagee, which amounts shall in no event be less than the Debt or the value of the Premises and the Personal Property [whichever is greater), and will maintain such other forms of insurance coverage with respect to the Premises and the Personal Property as the Mortgagee shall from time to time require in amounts approved by the Mortgagee and provide copies of such policies to the Mortgagee. All Policies shall contain the standard mortgagee non-contribution clause endorsement, satisfactory to the Mortgagee, naming the Mortgagee as the person to which all payments made by the insurer thereunder shall be paid and shall be satisfactory in all respects to the Mortgagee. Not later than twenty (20) days prior to the expiration date of each of the policies, the Mortgagor will deliver to the Mortgagee a renewal policy or policies. If at any time the Mortgagee is not in receipt of written evidence that all insurance policies are in force and effect, the Mortgagee shall have the right, without notice to the Mortgagor, to take such action as the Mortgagee deems necessary to protect its interest in the Premises and the Personal Property, including, without limitation, the obtaining of such insurance coverage as the Mortgagee in its sole discretion deems appropriate, and all expenses incurred by the Mortgagee in connection with such action or in obtaining such insurance and keeping it in effect shall be paid by the Mortgagor to the Mortgagee upon demand. The Mortgagor shall at all times comply with and shall cause the Premises and the Personal Property to comply with the terms, conditions, stipulations and requirements of the insurance policies. If the Premises, or any portion thereof, is located in a Federally designated "special flood hazard area," in addition to the other policies required under this paragraph, a flood insurance policy shall be delivered by the Mortgagor to the Mortgagee. If the Premises or Personal Property shall be damaged or destroyed, in whole or in part, by fire or other property hazard or casualty, the Mortgagor shall give prompt notice thereof to the Mortgagee. Sums paid to the Mortgagee by any insurer may be retained and applied by the Mortgagee toward payment of the Debt, whether or not then due and payable, in such order, priority and proportions as the Mortgagee, in its sole and absolute discretion, shall deem proper or, at the discretion of the Mortgagee, the same may be paid, either in whole or in part, to the Mortgagor for restoration of the Premises and/and Personal Property or such other purposes as the Mortgagee shall designate. If the Mortgagee shall receive and retain such insurance proceeds, the lien of this Mortgage shall be reduced only by the amount received and retained by the Mortgagee and actually applied by the Mortgagee in reduction of the Debt.

- 8. <u>**Tax and insurance Reserve.**</u> As for a tax and insurance reserve if required by Mortgagee, each month on the day that the payment is due under the Note, Mortgagor shall, if required by the Mortgagee, pay to Mortgagee one-tweifth (1/12th) of the sum of the taxes on the Premises and the aggregate of the premiums on insurance on the Premises, which Mortgagee estimates will become payable within the next succeeding twelve (12) months.
- 9. <u>Eminent Domain</u>. Notwithstanding any taking by any public or quasi-public authority through eminent domain or otherwise, the Mortgagor shall continue to pay the Debt at the time and in the manner provided for its payment in the Note and this Mortgage and the Debt shall not be reduced until any award or payment therefor shall have been actually received and applied by the Mortgagee to the discharge of the Debt. The Mortgagee may apply the entire amount of any such award or payment to the discharge of the Debt, whether or not then due and payable, in such order, priority and proportions as the Mortgagee in its discretion shall deem proper. If the Premises are sold, through foreclosure or otherwise, prior to the receipt by the Mortgagee of such award or payment, the Mortgagee shall have the right, whether or not a deficiency judgment on the Note shall have been sought, recovered or denied, to receive such award or payment, or a portion thereof sufficient to pay the Debt, whichever is less. The Mortgagor shall file and prosecute its claim or claims for any such award or payment in good faith and with due diligence and cause the same to be collected and paid over to the Mortgagee. The Mortgagor hereby

00099232-1 Page -3-

irrevocably authorizes and empowers the Mortgagee, in the name of the Mortgagor or otherwise, to collect and receipt for any such award or payment and to file and prosecute such claim or claims. Although it is hereby expressly agreed that the same shall not be necessary in any event, the Mortgagor shall, upon demand of the Mortgagee, make, execute and deliver any and all assignments and other instruments sufficient for the purpose of assigning any such award or payment to the Mortgagee, free and clear of any encumbrances of any kind or nature whatsoever.

10. Environmental Provisions.

- 10.1. For purposes of this paragraph, the term "Environmental Laws" shall mean all federal, state and local laws, regulations and orders, whether now or in the future enacted or issued, pertaining to the protection of land, water, air, health, safety or the environment. The term "Regulated Substances" shall mean all substances regulated by Environmental Laws, or which are known or considered to be harmful to the health or safety of persons, or the presence of which may require investigation, notification or remediation under the Environmental Laws. The term "Contamination" shall mean the discharge, release, emission, disposal or escape of any Regulated Substances into the environment.
- 10.2. The Mortgagor represents and warrants (i) that no Contamination is present at, on or under the Premises and that no Contamination is being or has been emitted onto any surrounding property; (ii) all operations and activities on the Premises have been and are being conducted in accordance with all Environmental Laws, and the Mortgagor has all permits and licenses required under the Environmental Laws; (iii) no underground or aboveground storage tanks are or have been located on or under the Premises; and (iv) no legal or administrative proceeding is pending or threatened relating to any environmental condition, operation or activity on the Premises, or any violation or alleged violation of Environmental Laws. These representations and warranties shall be true as of the date hereof, and shall be deemed to be continuing representations and warranties which must remain true, correct and accurate during the entire duration of the term of this Mortgage.
- 10.3. The Mortgagor shall ensure, at its sole cost and expense, that the Premises and the conduct of all operations and activities thereon comply and continue to comply with all Environmental Laws. The Mortgagor shall notify the Mortgagee promptly and in reasonable detail in the event that the Mortgagor becomes aware of any violation of any Environmental Laws, the presence or release of any Contamination with respect to the Premises, or any governmental or third party claims relating to the environmental condition of the Premises or the conduct of operations or activities thereon. The Mortgagor also agrees not to permit or allow the presence of Regulated Substances on any part of the Premises, except for those Regulated Substances (i) which are used in the ordinary course of the Mortgagor's business, but only to the extent they are in all cases used in a manner which complies with all Environmental Laws; and (ii) those Regulated Substances which are naturally occurring on the Premises. The Mortgagor agrees not to cause, allow or permit the presence of any Contamination on the Premises.
- 10.4. The Mortgagee shall not be liable for, and the Mortgagor shall indemnify, defend and hold the Mortgagee and all of its officers, directors, employees and agents, and all of their respective successors and assigns harmless from and against all losses, costs, liabilities, damages, fines, claims, penalties and expenses (including, without limitation, reasonable attorneys', consultants' and contractors' fees, costs incurred in the investigation, defense and settlement of claims, as well as costs incurred in connection with the investigation, remediation or monitoring of any Regulated Substances or Contamination) that the Mortgagee may suffer or incur (including, without limitation, as holder of the Mortgage, as

mortgagee in possession or as successor in interest to the Mortgagor as owner of the Premises by virtue of a foreclosure or acceptance of a deed in lieu of foreclosure) as a result of or in connection with (i) any Environmental Laws (including, without limitation, the assertion that any lien existing or arising pursuant to any Environmental Laws takes priority over the lien of the Mortgage); (ii) the breach of any representation, warranty, covenant or undertaking by the Mortgagor in this paragraph; (iii) the presence on or the migration of any Contamination or Regulated Substances on, under or through the Premises; or (iv) any litigation or claim by the government or by any third party in connection with the environmental condition of the Premises or the presence or migration of any Regulated Substances or Contamination on, under, to or from the Premises.

- 10.5. Upon the request of the Mortgagee, the Mortgagor shall execute and deliver an Environmental Indemnity Agreement satisfactory in form and substance to the Mortgagee, to more fully reflect the representations, warranties, covenants and indemnities of the Mortgagor with respect to the Environmental Laws.
- 11. <u>Financial Statements</u>. The Mortgagor and each Guarantor named in a Guaranty of Payment and Completion of even date herewith shall deliver to Mortgagee the financial statements and other financial information set forth in the Commitment Letter between Mortgagor and Mortgagee and as may be described in the Loan and Security Agreement executed in connection herewith.
- 12. <u>Events of Default</u>. Unless Mortgagee consents thereto, the occurrence of any of the following events shall constitute an "Event of Default":
 - 12.1. Any event which constitutes an Event of Default under the Note or any other Loan Document.
 - 12.2. The nonperformance of, or noncompliance with, any of the agreements, covenants, conditions, warranties, representations or other provisions contained in this Mortgage or any other Loan Document.
 - 12.3. A sale, conveyance or other disposition of all or a portion of the Premises (whether voluntarily or by operation of law).
 - 12.4. The abandonment or vacating of the Premises or any substantial part thereof.
 - 12.5. A default under any other mortgage which is a lien upon the Premises.
 - 12.6. The creation of a security interest, whether perfected or otherwise, in the Premises or any collateral provided for herein (other than the security interest of the Mortgagee), the placing of any additional mortgage lien on the Premises, or the entering into of any secondary financing without the prior written consent of Mortgagee, which consent Mortgagee shall be entitled to withhold.

13. Assignment of Rents.

13.1. Mortgagor hereby unconditionally assigns to Mortgagee the rents, issues and profits of the Premises theretofore accrued and thereafter accruing. Pending and so long as the Mortgagor is not in default of any covenant or condition imposed upon it by the terms of the Note, this Mortgage or any of the other Loan Documents, all dated even date herewith, the Mortgagor is hereby granted a revocable license to collect rents and exercise any and all other rights under the leases.

- 13.2. Mortgagor shall hold in trust for Mortgagee the rents, issues and profits of the Premises which Mortgagor receives, shall not commingle the same with Mortgagor's other property, and shall pay the same promptly to Mortgagee upon demand; and
- 13.3. Upon the occurrence of an Event of Default, Mortgagor shall pay Mortgagee, monthly in advance, as a tenant from month to month, a reasonable rent for any part of the Premises occupied or used by Mortgagor; if Mortgagor does not do so, Mortgagee may dispossess Mortgagor by summary proceedings; and, in any event, Mortgagor's occupancy shall terminate upon delivery of a deed, whether voluntary or in foreclosure.
- 13.4. If Mortgagor has executed a separate Assignment of Leases, Rents, and Other Agreements, the terms and conditions of such assignment are hereby incorporated herein by reference.
- 14. **<u>Remedies</u>**. If an Event of Default occurs, at Mortgagee's option, Mortgagee may do any and all of the following and to effectuate same Mortgagor hereby nominates and appoints Mortgagee its true and lawful attorney-in-fact with full power of substitution in the Premises, and hereby empowers said attorney or attorney as follows:
 - 14.1. Declare the Debt to be immediately payable, and thereupon the same shall become immediately payable;
 - 14.2. Recover judgment against Mortgagor for the Debt and neither the recovery of judgment nor the levy of execution thereof on any property, including the Premises, shall affect Mortgagee's rights hereunder or the lien hereof;
 - 14.3. Enter upon and take possession of the Premises, or have a receiver of the rents, issues and profits appointed, without proof of depreciation in the value of the Premises, inadequacy of the Premises, or insolvency of Mortgagor, and Mortgagee or the receiver may lease the Premises, in the name of Mortgagor, Mortgagee or the receiver, and may receive the rents, issues and profits and apply the same, in its sole and absolute discretion (i) to the payment of expenses of operating, maintaining, repairing and improving the Premises, including rent and commissions and rental collection commissions paid to an agent of Mortgagee or of the receiver; and/or (ii) on account of the Debt, in such order and in such amounts as Mortgagee determines; but, while in possession of the Premises, Mortgagee or the receiver shall be liable to account only for the rents, issues and profits actually received.
 - 14.4. Take such other action to protect and enforce Mortgagee's rights hereunder and the lien hereof, as Mortgagee deems advisable, including but not limited to:
 - 14.4.1. The foreclosure of this Mortgage, subject, at Mortgagee's option, to the rights of tenants and other persons in the Premises; and, in any proceeding to enforce any personal liability for the Debt, Mortgagor shall not assert, as a defense, that Mortgagee failed to foreclose any such rights or that any such rights adversely affected the value of the Premises; and
 - 14.4.2. Upon filing a Complaint in Foreclosure, the appointment of a receiver of rents, issues and profits without proof of depreciation in the value of the Premises, inadequacy of the Premises, or insolvency of Mortgagor; and
 - 14.4.3. The sale of the Premises, in a foreclosure proceeding, in one or several parcels, at Mortgagee's option and without obligation to have the Premises marshalled; and

00099232-1 Page -6-

- 14.4.4. To use any funds of Mortgagor on deposit with Mortgagee; and
- 14.4.5. To employ such contractors, subcontractors and agents, architects and inspectors as shall be required for said purposes; to pay, settle or compromise all existing bills and claims which may be liens against the Premise, or as may be necessary or desirable for the completion of any construction thereon, or for the clearance of title; and with regard to all of the above, apply the amounts so paid by the Mortgagee to the Debt owed by the Mortgagor; and
- 14.4.6. To execute all applications and certificates in the name of Mortgagor which may be required and every act which Mortgagor might do in its own behalf. It is further understood and agreed that this power of attorney shall be deemed to be a power coupled with an interest and cannot be revoked. The above-mentioned attorney shall also have power to prosecute and defend all actions or proceedings in connection with the Premises and to take such action and require such performance as said attorney-in-fact deems necessary; and
- 14.4.7. Immediately, and without notice or other action, set-off any money owed by Mortgagee in any capacity to Mortgagor against any of Mortgagor's liability to Mortgagee, whether due or not, and Mortgagee shall be deemed to have exercised such right of set-off and to have made a charge against any such money immediately upon the occurrence of such Event of Default, even though the actual book entries may be made at some time subsequent thereto; and
- 14.4.8. Take any of the remedies otherwise available to Mortgagee as a matter of law or equity.
- 15. Additional Remedies. In the event of the failure of Mortgagor to comply with any of the requirements of N.J.S.A. 13:1K-6, et. seq., and/or N.J.S.A. 58:10-23.11, et. seq., and/or any related environmental rules or regulations, or in the case of the occurrence of any Event of Default by Mortgagor and failure to cure said Event of Default within any time period set forth therein, Mortgagee shall have the right, at its sole option, to comply with such statutory or regulatory requirements, and/or to cure any such Event of Default, and the costs and expenses of such compliance and/or cure shall be added to the indebtedness secured by this Mortgage and shall be due and payable upon demand with interest computed from the date(s) on which said costs and expenses were incurred by Mortgagee at the default interest rate set forth in the Note which this Mortgage secures.
- 16. **Mortgagee's Rights Cumulative**. The rights and remedies of Mortgagee hereunder shall be in addition to every other right and remedy now and hereafter provided by law; the rights and remedies of Mortgagee shall be cumulative and not exclusive one of the other; Mortgagee may exercise the same at such times, in such order, to such extent, and as often as Mortgagee deems advisable, and without regard to whether the exercise of one precedes, concurs with, or succeeds the exercise of another; no delay or omission by Mortgagee in exercising a right or remedy shall exhaust or impair the same, or constitute a waiver of, or acquiescence in, the default; and no waiver of a default by Mortgagee shall extend to or affect any other default or impair any right or remedy with respect thereto.
- 17. <u>Indulgences; Extensions</u>. Mortgagee may allow Mortgagor any indulgences, forebearances and extensions with respect to the Debt, the Premises and Mortgagor's obligations hereunder, may waive compliance with any of the provisions hereof, and may release all or any part of the Premises from the lien hereof, without affecting the personal liability of any person for the payment of the Debt, or the priority of the lien hereof upon the remainder of the Premises.

00099232-1 Page -7-

- 18. Other Security. If the Debt is secured at any time by a lien on or a security interest in any other real or personal property under any mortgage or security instrument executed and delivered by Mortgagor or any other person (corporate or individual), Mortgagor consents to Mortgagee's exercising with respect thereto any of the rights herein and therein provided, at Mortgagee's option and without obligation to have the Premises and such other real and personal property marshalled.
- 19. Advances by Mortgagee. Whether or not an Event of Default shall have occurred, if Mortgagor does not pay any amount payable by it under, or fails to comply with any provision of this Mortgage or the Debt or any instrument evidencing any part of the Debt, Mortgagee may pay such amount or comply with such provision and make such expenditures, including reasonable counsel fees, in connection therewith and with enforcing this Mortgage and the Debt, for repairing, maintaining and preserving the Premises, for establishing, preserving, protecting and restoring the priority of the lien hereof or the value of any and all collateral for this Mortgage, for obtaining official tax searches of the Premises, for protecting and preserving any use being made of the Premises now or hereafter, and for advances to any trustee or receiver of the Premises, as Mortgagee deems advisable; each amount so paid or expended, with interest at a the default rate of interest set forth in the Note to cover the administrative expense of making the aforesaid advances, shall become part of the Debt and be secured hereby and shall be payable on demand; and such obligation shall constitute a personal obligation of Mortgagor and shall survive the foreclosure hereof and any sale of the Premises; but no such payment or compliance by Mortgagee shall constitute a waiver of Mortgagor's failure so to do or affect any right or remedy of Mortgagee with respect thereto. If, during the term of this Mortgage, Mortgagee shall be required to participate, directly or indirectly, in the investigation, prosecution or resolution of any claim with respect to the Mortgagor or the Premises, whether or not such claim shall result in litigation. Mortgagor shall pay any and all expenses of Mortgagee incidental to such participation, including reasonable counsel fees.
- 20. <u>Personal Representatives, Etc.</u> The provisions hereof shall bind, and inure to the benefit of, Mortgagor and Mortgagee and their respective heirs, personal representatives, successors and assigns.
- 21. Indemnity. Anything in this Mortgage or the other Loan Documents to the contrary notwithstanding, Mortgagor shall indemnify and hold Mortgagee harmless and defend it at Mortgagor's sole cost and expense against any loss or liability, cost or expense (including, without limitation, reasonable attorneys' fees and disbursements of Mortgagee's counsel, whether in-house staff, retained firms, or otherwise) and all claims, actions, procedures and suits arising out of or in connection with (i) any ongoing matters arising out of the transaction contemplated by this Mortgage, the Note and any other document or instrument now or hereafter executed and/or delivered in connection with the Debt and the Debt (including, but not limited to, all costs of any reappraisals of the Premises or any other collateral for the Debt), (ii) any amendment to, or restructuring of, the Debt and the Loan Documents, (iii) any and all lawful action that may be taken by Mortgagee in connection with the enforcement of the provisions of this Mortgage or the Note or any of the other Loan Documents, whether or not suit is filed in connection with the same. or in connection with Mortgagor, any Guarantor and/or any partner, joint venturer or shareholder thereof becoming a party to a voluntary or involuntary federal or state bankruptcy, insolvency or similar proceeding; and (iv) the past current and/or future sale or offering for sale of partnership interests in Mortgagor, including, without limitation, liabilities under any applicable securities or blue sky laws. All sums expended by Mortgagee shall be payable on demand and, until reimbursed by Mortgagor pursuant hereto, shall be deemed additional principal of the Debt and shall bear interest at the default rate provided for in the Note.

00099232-1 Page -8-

- 22. **Relationship**. The relationship of the Mortgagee to the Mortgagor hereunder is strictly and solely that of lender and borrower and nothing contained in the Note, this Mortgage, or any other document or instrument now or hereafter executed and delivered in connection therewith or otherwise in connection with the loan secured hereby is intended to create, or shall in any event or under any circumstance be construed as creating, a partnership, joint venture, tenancy-in-common, joint tenancy or other relationship of any nature whatsoever between the Mortgagee and the Mortgagor other than as lender and borrower.
- 23. <u>Non-Merger</u>. All of the terms and conditions of the loan commitment letter between Mortgagee and Mortgagor, if any, together with any amendments thereof, are incorporated herein by reference, and shall survive the making of the loan herein and therein contemplated. Additionally, no merger shall occur as a result of Mortgagee's acquiring any other estate in or any other lien on the Premises unless Mortgagee expresses in writing at the time of its acquisition its intention that a merger shall result.
- 24. **Cross Collateral/Cross Default**. This Mortgage shall secure, in addition to the Debt evidenced by the Note and secured hereby, all other obligations of Mortgagor, its successors or assigns, whether oral or written, secured or unsecured, and regardless of their nature, and shall also secure any and all such future obligations, when they are incurred. This covenant shall be effective without the execution of any affirmative action by Mortgagor. In the event that the Mortgagor shall default under any other obligation or mortgage held by Mortgage secures, shall be immediately due and payable, anything to the contrary herein notwithstanding. In the event that Mortgagor shall default under this Mortgage, such default shall constitute an Event of Default under any and all obligations and mortgages of Mortgagor to Mortgagee, and Mortgagee, at its option, may declare all such obligations and mortgages immediately due and payable.
- 25. <u>Waiver of Trial by Jury</u>. The Mortgagor hereby irrevocably and unconditionally waives, and the Mortgagee by its acceptance of the Note and this Mortgage irrevocably and unconditionally waives, any and all rights to trial by jury in any action, suit or counterclaim arising in connection with, out of or otherwise relating to the Note, this Mortgage or any other Loan Document or instrument now or hereafter executed and delivered in connection therewith or the loan secured by this Mortgage.
- 26. <u>Modifications and Extensions.</u> The within Mortgage also secures any and all extensions, renewals and modifications of the Note, this Mortgage or any other Loan Documents including without limitation, any and all notes given in renewal of, substitution for, or in modification of the Note which is secured by this Mortgage. Modification means a change in the interest rate, due date, or other terms and conditions of the Debt. If the parties to this Mortgage agree to a change which is a modification as defined in L. 1991, c.364, this shall be subject to the priority provisions of the law. Advances made pursuant to the agreement secured by this Mortgage shall be "modifications" as defined in L. 1991, c.364, and the priority of this Mortgage shall be subject to that law.
- 27. <u>Security Agreement</u>. This Mortgage constitutes both a real property mortgage and a "security agreement," within the meaning of the Uniform Commercial Code. The Mortgagor by executing and delivering this Mortgage has granted to the Mortgagee, as security for the Debt, a security interest in the Personal Property.

MORTGAGOR HEREBY DECLARES AND ACKNOWLEDGES THAT MORTGAGOR HAS RECEIVED, WITHOUT CHARGE, A TRUE COPY OF THIS MORTGAGE.

INSTR # 113416747 Page 10 of 11

IN WITNESS WHEREOF, Mortgagor has caused this Mortgage to be duly executed and delivered on the day and year first above written.

By:

WITNESS/ATTEST:

1 1

DMRW/LLC

Rudolph C. Westmoreland, Authorized Member

00099232-1 Page -10-

INSTR # 113416747 Page 11 of 11, End of Document

ACKNOWLEDGMENT

STATE OF :ss COUNT

BE IT REMEMBERED that on as of December 1/2, 2015, before me, the subscriber, a notary public, personally appeared Rudolph C. Westmoreland, the Authorized Member of DMRW LLC, who I am satisfied is the person named in and who executed this document and he did acknowledge that he signed, sealed and delivered the same as and for the voluntary act and deed of the Company for the uses and purposes therein expressed.

Witnesseth my hand and seal.

LINDA V. VITUCCI NOTARY PUBLIC STATE OF NEW JERSEY ID # 2333466 MY COMMISSION EXPIRES SEPT. 1, 2020

Record and Return to: Cahill, Wilinski, Rhodes & Joyce, P.C. 89 Haddon Avenue, Suite A Haddonfield, New Jersey 08033

00099232-1 Page -11-

CFN # 110154719, OR BK 48045 Page 1607, Page 1 of 11, Recorded 07/18/2011 at 02:15 PM, Broward County Commission, Doc M: \$1050.00 Int. Tax \$600.00 Deputy Clerk 3075

Action Title Company 2699 STIRLING ROAD • SUITE C-204 HOLLYWOOD-PT. LAUDERDALE, FLORIDA 33312

> Record and Return to: Cahill, Willinski, Rhodes & Joyce, P.C. 89 Haddon Avenue, Suite A Haddonfield, New Jersey 08033



Mortgage and Security Agreement

THIS MORTGAGE AND SECURITY AGREEMENT ("Mortgage"), dated as of July 8, 2011, is by and between **DMRW LLC**, with an office located at 3215 NE 184th St., Unit #14113, Aventura, FL 33180 ("Mortgagor") and **Parke Bank**, the principal office of which is located at 601 Delsea Drive, Sewell, New Jersey 08080 ("Mortgagee").

To secure the payment of the principal sum of **Three Hundred Thousand Dollars (\$300,000.00)** (the "Loan") loaned by Mortgagee to Mortgagor, or which the Mortgagor has guaranteed, with interest thereon at the rate or rates specified in, and represented by a Commercial Mortgage Note, bearing even date herewith, payable to the order of Mortgagee (the "Note") as well as any and all other indebtedness of the Mortgagor to the Mortgagee, whether now existing or hereafter arising ("Debt") and in return for other good and valuable consideration receipt of which is hereby acknowledged, Mortgagor hereby mortgages, grants and transfers to Mortgagee the land known as 930 N. 17th Court, City of Hollywood, County of Broward, State of Florida a/k/a Lots 87 and 88 of Hollywood Lawns, According to the Plat thereof, as Recorded in Plat Book 2, Page 58, of the Public Records of Broward County, Florida, more particularly described in Schedule "A" annexed, including the buildings, fixtures, equipment, structures, appliances, machinery, furniture, furnishings and improvements now and hereafter constructed thereon (the "Premises"), all of which shall be deemed real property.

In addition and as independent and separate security for the payment of the Debt and the performance of the obligations, covenants and agreements secured thereby, Mortgagor gives and grants to Mortgagee an exclusive security interest in and to all items of personal property owned by Mortgagor located on the Premises, including but not limited to, all personal property, fixtures, equipment, furnishings, inventory, supplies and articles of tangible personal property of every kind and nature whatsoever, now or hereafter located in or upon the real estate described herein, or any part thereof, and used or usable in connection with any present or future use of the real estate now owned or hereafter acquired and accessions, improvements and additions, replacements and substitutions thereof, together with the rights of the undersigned under any manufacturer's warranties relating to the foregoing and all condemnation awards and rights of warranty, indemnification and recovery from third parties for loss or damage to or diminution of value of the collateral hereby pledged as well as all accounts, accounts receivable, contract rights, instruments, and general intangibles ("Personal Property"). Upon an Event of Default by Mortgagor, Mortgagee shall, at its option, without notice or demand, be entitled to enter upon the Premises to take immediate possession of the Personal Property. Upon request by Mortgagee, Mortgagor shall assemble and make the Personal Property available to Mortgagee at a place designated by Mortgagee which is reasonably convenient to both parties. Mortgagee may propose to retain the Personal Property in partial satisfaction of the Debt, or sell all or any portion of the Personal Property at public or private sale in accordance with the Uniform Commercial Code of the State of Florida or in accordance with foreclosure sale under this Mortgage. In the event that Mortgagee elects to proceed under the Uniform Commercial Code as to the Personal property and notification of intended disposition of any of the Personal Property is required by law, such notification, if mailed, shall be deemed reasonably and properly given if mailed at least five (5) days before such disposition, postage prepaid,

Page -1-

addressed to Mortgagor at the address of Mortgagor. Mortgagor agrees that a commercially reasonable manner of disposition of the Personal property on a default shall, at the option of Mortgagee, include a sale of the Personal Property, in whole or in part, concurrently with the foreclosure upon the Premises in accordance with the provisions of the Mortgage. In the event Mortgagee shall dispose of any or all of the Personal Property after default, the proceeds of this disposition shall be applied as required by law, or to the extent not required by law, at the absolute discretion of Mortgagee in the following order: (a) to the expenses of retaking, holding and preparing for sale, selling and the like; (b) to reasonable attorney's fees and legal expenses incurred by Mortgagee; (c) to the satisfaction of the Debt; and (d) at the discretion of Mortgagee, and any surplus may be applied to the payment of the indebtedness of Mortgager to third parties claiming a security interest in the Personal Property. Mortgagor shall execute, deliver, file and refile any financing statements, continuation statements or other security agreements Mortgagee may require from time to time to confirm the lien of the Mortgage with respect to the foregoing. Without limiting the foregoing, the Mortgagor hereby irrevocably appoints Mortgagor. Mortgagor agrees to execute any and all documents, including financing statements, which may be required by Mortgagee from time to time to perfect the security interest granted hereby.

In addition to any other paragraph of this Mortgage and notwithstanding any term, condition or covenants hereof to the contrary, this Mortgage secures the present obligation of the Mortgagor as well as any other obligations of the Mortgagor to Mortgagee. These obligations shall include present and future obligations, whether direct, indirect, primary, secondary, fixed or contingent.

Mortgagor warrants, covenants and agrees with Mortgagee as follows:

- 1. <u>Definitions</u>. Unless the context otherwise connotes, as used herein:
 - 1.1. **"Debt"** means the principal sum of Three Hundred Thousand Dollars (\$300,000.00) loaned by Mortgagee to Mortgagor, or which the Mortgagor has guaranteed, with interest thereon at the rate or rates specified in, and represented by a Note, bearing even date herewith, payable to the order of Mortgagee (the "Note") as well as any extensions, modifications and renewals thereof, and all other indebtedness of the Mortgagor to the Mortgagee of any nature whatsoever, whether now existing or hereafter arising;
 - 1.2. **"Loan Documents"** shall mean the Note, this Mortgage and Security Agreement, the Guaranty, the Loan Agreement and any Security Agreement, the Commitment Letter or any amendments thereto, and any and all documents executed by Mortgagor and/or any Guarantor before, during or following the Closing.
- 2. Payment of Debt. Mortgagor shall pay the Debt in accordance with its terms.
- 3. <u>Title Warranty</u>. Mortgagor is seized of an indefeasible estate in fee simple in the Premises, and subject to permitted liens, Mortgagor warrants the title to the Premises.
- 4. <u>Repair</u>. Mortgagor shall maintain the Premises in a good and substantial state of repair so as not to impair Mortgagee's collateral and shall make such repairs to same as may be required by Mortgagee from time to time.
- 5. <u>Compliance with Law</u>. Mortgagor shall comply with and maintain the Premises in compliance with all laws and requirements of all governments and governmental authorities applicable thereto.
- 6. <u>Taxes</u>. Mortgagor shall pay promptly, as the same become payable, all taxes, assessments and governmental charges on or to the Premises; and no owner of the Premises shall be entitled to any credit by reason of the payment of any tax thereon.

Page -2-

7.

- Insurance. The Mortgagor will keep the Premises and Personal Property insured against loss or damage by fire, standard extended coverage perils and such other hazards as the Mortgagee shall from time to time require in amounts approved by the Mortgagee, which amounts shall in no event be less than the Debt or the value of the Premises and the Personal Property [whichever is greater], and will maintain such other forms of insurance coverage with respect to the Premises and the Personal Property as the Mortgagee shall from time to time require in amounts approved by the Mortgagee and provide copies of such policies to the Mortgagee. All Policies shall contain the standard mortgagee non-contribution clause endorsement, satisfactory to the Mortgagee, naming the Mortgagee as the person to which all payments made by the insurer thereunder shall be paid and shall be satisfactory in all respects to the Mortgagee. Not later than twenty (20) days prior to the expiration date of each of the policies, the Mortgagor will deliver to the Mortgagee a renewal policy or policies. If at any time the Mortgagee is not in receipt of written evidence that all insurance policies are in force and effect, the Mortgagee shall have the right, without notice to the Mortgagor, to take such action as the Mortgagee deems necessary to protect its interest in the Premises and the Personal Property, including, without limitation, the obtaining of such insurance coverage as the Mortgagee in its sole discretion deems appropriate, and all expenses incurred by the Mortgagee in connection with such action or in obtaining such insurance and keeping it in effect shall be paid by the Mortgagor to the Mortgagee upon demand. The Mortgagor shall at all times comply with and shall cause the Premises and the Personal Property to comply with the terms, conditions, stipulations and requirements of the insurance policies. If the Premises, or any portion thereof, is located in a Federally designated "special flood hazard area," in addition to the other policies required under this paragraph, a flood insurance policy shall be delivered by the Mortgagor to the Mortgagee. If the Premises or Personal Property shall be damaged or destroyed, in whole or in part, by fire or other property hazard or casualty, the Mortgagor shall give prompt notice thereof to the Mortgagee. Sums paid to the Mortgagee by any insurer may be retained and applied by the Mortgagee toward payment of the Debt, whether or not then due and payable, in such order, priority and proportions as the Mortgagee, in its sole and absolute discretion, shall deem proper or, at the discretion of the Mortgagee, the same may be paid, either in whole or in part, to the Mortgagor for restoration of the Premises and/and Personal Property or such other purposes as the Mortgagee shall designate. If the Mortgagee shall receive and retain such insurance proceeds, the lien of this Mortgage shall be reduced only by the amount received and retained by the Mortgagee and actually applied by the Mortgagee in reduction of the Debt.
- 8. <u>Tax and Insurance Reserve</u>. As for a tax and insurance reserve if required by Mortgagee, each month on the day that the payment is due under the Note, Mortgagor shall, if required by the Mortgagee, pay to Mortgagee one-twelfth (1/12th) of the sum of the taxes on the Premises and the aggregate of the premiums on insurance on the Premises, which Mortgagee estimates will become payable within the next succeeding twelve (12) months.
- 9. <u>Eminent Domain</u>. Notwithstanding any taking by any public or quasi-public authority through eminent domain or otherwise, the Mortgagor shall continue to pay the Debt at the time and in the manner provided for its payment in the Note and this Mortgage and the Debt shall not be reduced until any award or payment therefor shall have been actually received and applied by the Mortgage to the discharge of the Debt. The Mortgagee may apply the entire amount of any such award or payment to the discharge of the Debt, whether or not then due and payable, in such order, priority and proportions as the Mortgagee in its discretion shall deem proper. If the Premises are sold, through foreclosure or otherwise, prior to the receipt by the Mortgagee of such award or payment, the Mortgagee shall have the right, whether or not a deficiency judgment on the Note shall have been sought, recovered or denied, to receive such award or payment, or a portion thereof sufficient to pay the Debt, whichever is less. The Mortgagor shall file and prosecute its claim or claims for any such award or payment in good faith and with due diligence and cause the same to be collected and paid over to the Mortgagee. The Mortgagor hereby

Page -3-

irrevocably authorizes and empowers the Mortgagee, in the name of the Mortgagor or otherwise, to collect and receipt for any such award or payment and to file and prosecute such claim or claims. Although it is hereby expressly agreed that the same shall not be necessary in any event, the Mortgagor shall, upon demand of the Mortgagee, make, execute and deliver any and all assignments and other instruments sufficient for the purpose of assigning any such award or payment to the Mortgagee, free and clear of any encumbrances of any kind or nature whatsoever.

10. Environmental Provisions.

- 10.1. For purposes of this paragraph, the term "Environmental Laws" shall mean all federal, state and local laws, regulations and orders, whether now or in the future enacted or issued, pertaining to the protection of land, water, air, health, safety or the environment. The term "Regulated Substances" shall mean all substances regulated by Environmental Laws, or which are known or considered to be harmful to the health or safety of persons, or the presence of which may require investigation, notification or remediation under the Environmental Laws. The term "Contamination" shall mean the discharge, release, emission, disposal or escape of any Regulated Substances into the environment.
- 10.2. The Mortgagor represents and warrants (i) that no Contamination is present at, on or under the Premises and that no Contamination is being or has been emitted onto any surrounding property; (ii) all operations and activities on the Premises have been and are being conducted in accordance with all Environmental Laws, and the Mortgagor has all permits and licenses required under the Environmental Laws; (iii) no underground or aboveground storage tanks are or have been located on or under the Premises; and (iv) no legal or administrative proceeding is pending or threatened relating to any environmental Laws. These representations and warranties shall be true as of the date hereof, and shall be deemed to be continuing representations and warranties which must remain true, correct and accurate during the entire duration of the term of this Mortgage.
- 10.3. The Mortgagor shall ensure, at its sole cost and expense, that the Premises and the conduct of all operations and activities thereon comply and continue to comply with all Environmental Laws. The Mortgagor shall notify the Mortgagee promptly and in reasonable detail in the event that the Mortgagor becomes aware of any violation of any Environmental Laws, the presence or release of any Contamination with respect to the Premises, or any governmental or third party claims relating to the environmental condition of the Premises or the conduct of operations or activities thereon. The Mortgagor also agrees not to permit or allow the presence of Regulated Substances on any part of the Premises, except for those Regulated Substances (i) which are used in the ordinary course of the Mortgagor's business, but only to the extent they are in all cases used in a manner which complies with all Environmental Laws; and (ii) those Regulated Substances which are naturally occurring on the Premises. The Mortgagor agrees not to cause, allow or permit the presence of any Contamination on the Premises.
- 10.4. The Mortgagee shall not be liable for, and the Mortgagor shall indemnify, defend and hold the Mortgagee and all of its officers, directors, employees and agents, and all of their respective successors and assigns harmless from and against all losses, costs, liabilities, damages, fines, claims, penalties and expenses (including, without limitation, reasonable attorneys', consultants' and contractors' fees, costs incurred in the investigation, defense and settlement of claims, as well as costs incurred in connection with the investigation, remediation or monitoring of any Regulated Substances or Contamination) that the Mortgagee may suffer or incur (including, without limitation, as holder of the Mortgage, as

Page -4-

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mortgagee in possession or as successor in interest to the Mortgagor as owner of the Premises by virtue of a foreclosure or acceptance of a deed in lieu of foreclosure) as a result of or in connection with (i) any Environmental Laws (including, without limitation, the assertion that any lien existing or arising pursuant to any Environmental Laws takes priority over the lien of the Mortgage); (ii) the breach of any representation, warranty, covenant or undertaking by the Mortgagor in this paragraph; (iii) the presence on or the migration of any Contamination or Regulated Substances on, under or through the Premises; or (iv) any litigation or claim by the government or by any third party in connection with the environmental condition of the Premises or the presence or migration of any Regulated Substances or Contamination on, under, to or from the Premises.

- 10.5. Upon the request of the Mortgagee, the Mortgagor shall execute and deliver an Environmental Indemnity Agreement satisfactory in form and substance to the Mortgagee, to more fully reflect the representations, warranties, covenants and indemnities of the Mortgagor with respect to the Environmental Laws.
- 11. <u>Financial Statements</u>. The Mortgagor and each Guarantor named in a Guaranty of Payment and Completion of even date herewith shall deliver to Mortgagee the financial statements and other financial information set forth in the Commitment Letter between Mortgagor and Mortgagee and as may be described in the Loan and Security Agreement executed in connection herewith.
- 12. <u>Events of Default</u>. Unless Mortgagee consents thereto, the occurrence of any of the following events shall constitute an "Event of Default":
 - 12.1. Any event which constitutes an Event of Default under the Note or any other Loan Document.
 - 12.2. The nonperformance of, or noncompliance with, any of the agreements, covenants, conditions, warranties, representations or other provisions contained in this Mortgage or any other Loan Document.
 - 12.3. A sale, conveyance or other disposition of all or a portion of the Premises (whether voluntarily or by operation of law).
 - 12.4. The abandonment or vacating of the Premises or any substantial part thereof.
 - 12.5. A default under any other mortgage which is a lien upon the Premises.
 - 12.6. The creation of a security interest, whether perfected or otherwise, in the Premises or any collateral provided for herein (other than the security interest of the Mortgagee), the placing of any additional mortgage lien on the Premises, or the entering into of any secondary financing without the prior written consent of Mortgagee, which consent Mortgagee shall be entitled to withhold.

13. Assignment of Rents.

13.1. Mortgagor hereby unconditionally assigns to Mortgagee the rents, issues and profits of the Premises theretofore accrued and thereafter accruing. Pending and so long as the Mortgagor is not in default of any covenant or condition imposed upon it by the terms of the Note, this Mortgage or any of the other Loan Documents, all dated even date herewith, the Mortgagor is hereby granted a revocable license to collect rents and exercise any and all other rights under the leases.

Page -5-

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- 13.2. Mortgagor shall hold in trust for Mortgagee the rents, issues and profits of the Premises which Mortgagor receives, shall not commingle the same with Mortgagor's other property, and shall pay the same promptly to Mortgagee upon demand; and
- 13.3. Upon the occurrence of an Event of Default, Mortgagor shall pay Mortgagee, monthly in advance, as a tenant from month to month, a reasonable rent for any part of the Premises occupied or used by Mortgagor; if Mortgagor does not do so, Mortgagee may dispossess Mortgagor by summary proceedings; and, in any event, Mortgagor's occupancy shall terminate upon delivery of a deed, whether voluntary or in foreclosure.
- 13.4. If Mortgagor has executed a separate Assignment of Leases, Rents, and Other Agreements, the terms and conditions of such assignment are hereby incorporated herein by reference.
- 14. <u>**Remedies**</u>. If an Event of Default occurs, at Mortgagee's option, Mortgagee may do any and all of the following and to effectuate same Mortgagor hereby nominates and appoints Mortgagee its true and lawful attorney-in-fact with full power of substitution in the Premises, and hereby empowers said attorney or attorney as follows:
 - 14.1. Declare the Debt to be immediately payable, and thereupon the same shall become immediately payable;
 - 14.2. Recover judgment against Mortgagor for the Debt and neither the recovery of judgment nor the levy of execution thereof on any property, including the Premises, shall affect Mortgagee's rights hereunder or the lien hereof;
 - 14.3. Enter upon and take possession of the Premises, or have a receiver of the rents, issues and profits appointed, without proof of depreciation in the value of the Premises, inadequacy of the Premises, or insolvency of Mortgagor, and Mortgagee or the receiver may lease the Premises, in the name of Mortgagor, Mortgagee or the receiver, and may receive the rents, issues and profits and apply the same, in its sole and absolute discretion (i) to the payment of expenses of operating, maintaining, repairing and improving the Premises, including rent and commissions and rental collection commissions paid to an agent of Mortgagee or of the receiver; and/or (ii) on account of the Debt, in such order and in such amounts as Mortgagee determines; but, while in possession of the Premises, Mortgagee or the receiver shall be liable to account only for the rents, issues and profits actually received.
 - 14.4. Take such other action to protect and enforce Mortgagee's rights hereunder and the lien hereof, as Mortgagee deems advisable, including but not limited to:
 - 14.4.1. The foreclosure of this Mortgage, subject, at Mortgagee's option, to the rights of tenants and other persons in the Premises; and, in any proceeding to enforce any personal liability for the Debt, Mortgagor shall not assert, as a defense, that Mortgagee failed to foreclose any such rights or that any such rights adversely affected the value of the Premises; and
 - 14.4.2. Upon filing a Complaint in Foreclosure, the appointment of a receiver of rents, issues and profits without proof of depreciation in the value of the Premises, inadequacy of the Premises, or insolvency of Mortgagor; and
 - 14.4.3. The sale of the Premises, in a foreclosure proceeding, in one or several parcels, at Mortgagee's option and without obligation to have the Premises marshalled; and

Page -6-

- 14.4.4. To use any funds of Mortgagor on deposit with Mortgagee; and
- 14.4.5. To employ such contractors, subcontractors and agents, architects and inspectors as shall be required for said purposes; to pay, settle or compromise all existing bills and claims which may be liens against the Premise, or as may be necessary or desirable for the completion of any construction thereon, or for the clearance of title; and with regard to all of the above, apply the amounts so paid by the Mortgagee to the Debt owed by the Mortgagor; and
- 14.4.6. To execute all applications and certificates in the name of Mortgagor which may be required and every act which Mortgagor might do in its own behalf. It is further understood and agreed that this power of attorney shall be deemed to be a power coupled with an interest and cannot be revoked. The above-mentioned attorney shall also have power to prosecute and defend all actions or proceedings in connection with the Premises and to take such action and require such performance as said attorney-in-fact deems necessary; and
- 14.4.7. Immediately, and without notice or other action, set-off any money owed by Mortgagee in any capacity to Mortgagor against any of Mortgagor's liability to Mortgagee, whether due or not, and Mortgagee shall be deemed to have exercised such right of set-off and to have made a charge against any such money immediately upon the occurrence of such Event of Default, even though the actual book entries may be made at some time subsequent thereto; and
- 14.4.8. Take any of the remedies otherwise available to Mortgagee as a matter of law or equity.
- 15. <u>Additional Remedies</u>. In the event of the failure of Mortgagor to comply with any of the requirements of N.J.S.A. 13:1K-6, <u>et</u>. <u>seq</u>., and/or N.J.S.A. 58:10-23.11, <u>et</u>. <u>seq</u>., and/or any related environmental rules or regulations, or in the case of the occurrence of any Event of Default by Mortgagor and failure to cure said Event of Default within any time period set forth therein, Mortgagee shall have the right, at its sole option, to comply with such statutory or regulatory requirements, and/or to cure any such Event of Default, and the costs and expenses of such compliance and/or cure shall be added to the indebtedness secured by this Mortgage and shall be due and payable upon demand with interest computed from the date(s) on which said costs and expenses were incurred by Mortgagee at the default interest rate set forth in the Note which this Mortgage secures.
- 16. **Mortgagee's Rights Cumulative**. The rights and remedies of Mortgagee hereunder shall be in addition to every other right and remedy now and hereafter provided by law; the rights and remedies of Mortgagee shall be cumulative and not exclusive one of the other; Mortgagee may exercise the same at such times, in such order, to such extent, and as often as Mortgagee deems advisable, and without regard to whether the exercise of one precedes, concurs with, or succeeds the exercise of another; no delay or omission by Mortgagee in exercising a right or remedy shall exhaust or impair the same, or constitute a waiver of, or acquiescence in, the default; and no waiver of a default by Mortgagee shall extend to or affect any other default or impair any right or remedy with respect thereto.
- 17. <u>Indulgences; Extensions</u>. Mortgagee may allow Mortgagor any indulgences, forebearances and extensions with respect to the Debt, the Premises and Mortgagor's obligations hereunder, may waive compliance with any of the provisions hereof, and may release all or any part of the Premises from the lien hereof, without affecting the personal liability of any person for the payment of the Debt, or the priority of the lien hereof upon the remainder of the Premises.

Page -7-

- 18. <u>Other Security</u>. If the Debt is secured at any time by a lien on or a security interest in any other real or personal property under any mortgage or security instrument executed and delivered by Mortgagor or any other person (corporate or individual), Mortgagor consents to Mortgagee's exercising with respect thereto any of the rights herein and therein provided, at Mortgagee's option and without obligation to have the Premises and such other real and personal property marshalled.
- Advances by Mortgagee. Whether or not an Event of Default shall have occurred, if Mortgagor 19. does not pay any amount payable by it under, or fails to comply with any provision of this Mortgage or the Debt or any instrument evidencing any part of the Debt, Mortgagee may pay such amount or comply with such provision and make such expenditures, including reasonable counsel fees, in connection therewith and with enforcing this Mortgage and the Debt, for repairing, maintaining and preserving the Premises, for establishing, preserving, protecting and restoring the priority of the lien hereof or the value of any and all collateral for this Mortgage, for obtaining official tax searches of the Premises, for protecting and preserving any use being made of the Premises now or hereafter, and for advances to any trustee or receiver of the Premises, as Mortgagee deems advisable; each amount so paid or expended, with interest at a the default rate of interest set forth in the Note to cover the administrative expense of making the aforesaid advances, shall become part of the Debt and be secured hereby and shall be payable on demand; and such obligation shall constitute a personal obligation of Mortgagor and shall survive the foreclosure hereof and any sale of the Premises; but no such payment or compliance by Mortgagee shall constitute a waiver of Mortgagor's failure so to do or affect any right or remedy of Mortgagee with respect thereto. If, during the term of this Mortgage, Mortgagee shall be required to participate, directly or indirectly, in the investigation, prosecution or resolution of any claim with respect to the Mortgagor or the Premises, whether or not such claim shall result in litigation, Mortgagor shall pay any and all expenses of Mortgagee incidental to such participation, including reasonable counsel fees.
- 20. <u>Personal Representatives, Etc.</u> The provisions hereof shall bind, and inure to the benefit of, Mortgagor and Mortgagee and their respective heirs, personal representatives, successors and assigns.
- 21. Indemnity. Anything in this Mortgage or the other Loan Documents to the contrary notwithstanding, Mortgagor shall indemnify and hold Mortgagee harmless and defend it at Mortgagor's sole cost and expense against any loss or liability, cost or expense (including, without limitation, reasonable attorneys' fees and disbursements of Mortgagee's counsel, whether in-house staff, retained firms, or otherwise) and all claims, actions, procedures and suits arising out of or in connection with (i) any ongoing matters arising out of the transaction contemplated by this Mortgage, the Note and any other document or instrument now or hereafter executed and/or delivered in connection with the Debt and the Debt (including, but not limited to, all costs of any reappraisals of the Premises or any other collateral for the Debt), (ii) any amendment to, or restructuring of, the Debt and the Loan Documents, (iii) any and all lawful action that may be taken by Mortgagee in connection with the enforcement of the provisions of this Mortgage or the Note or any of the other Loan Documents, whether or not suit is filed in connection with the same, or in connection with Mortgagor, any Guarantor and/or any partner, joint venturer or shareholder thereof becoming a party to a voluntary or involuntary federal or state bankruptcy, insolvency or similar proceeding; and (iv) the past current and/or future sale or offering for sale of partnership interests in Mortgagor, including, without limitation, liabilities under any applicable securities or blue sky laws. All sums expended by Mortgagee shall be payable on demand and, until reimbursed by Mortgagor pursuant hereto, shall be deemed additional principal of the Debt and shall bear interest at the default rate provided for in the Note.

Page -8-

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- 22. <u>Relationship</u>. The relationship of the Mortgagee to the Mortgagor hereunder is strictly and solely that of lender and borrower and nothing contained in the Note, this Mortgage, or any other document or instrument now or hereafter executed and delivered in connection therewith or otherwise in connection with the loan secured hereby is intended to create, or shall in any event or under any circumstance be construed as creating, a partnership, joint venture, tenancy-in-common, joint tenancy or other relationship of any nature whatsoever between the Mortgagee and the Mortgagor other than as lender and borrower.
- 23. <u>Non-Merger</u>. All of the terms and conditions of the loan commitment letter between Mortgagee and Mortgagor, if any, together with any amendments thereof, are incorporated herein by reference, and shall survive the making of the loan herein and therein contemplated. Additionally, no merger shall occur as a result of Mortgagee's acquiring any other estate in or any other lien on the Premises unless Mortgagee expresses in writing at the time of its acquisition its intention that a merger shall result.
- 24. Cross Collateral/Cross Default. This Mortgage shall secure, in addition to the Debt evidenced by the Note and secured hereby, all other obligations of Mortgagor, its successors or assigns, whether oral or written, secured or unsecured, and regardless of their nature, and shall also secure any and all such future obligations, when they are incurred. This covenant shall be effective without the execution of any affirmative action by Mortgagor. In the event that the Mortgagor shall default under any other obligation or mortgage held by Mortgage and made by Mortgagor, such default hereunder and under the Note which the Mortgage secures, shall be immediately due and payable, anything to the contrary herein notwithstanding. In the event that Mortgagor shall default under this Mortgage, such default shall constitute an Event of Default under any and all obligations and mortgages of Mortgagor to Mortgagee, and Mortgagee, at its option, may declare all such obligations and mortgages immediately due and payable.
- 25. **Waiver of Trial by Jury**. The Mortgagor hereby irrevocably and unconditionally waives, and the Mortgagee by its acceptance of the Note and this Mortgage irrevocably and unconditionally waives, any and all rights to trial by jury in any action, suit or counterclaim arising in connection with, out of or otherwise relating to the Note, this Mortgage or any other Loan Document or instrument now or hereafter executed and delivered in connection therewith or the loan secured by this Mortgage.
- 26. <u>Modifications and Extensions.</u> The within Mortgage also secures any and all extensions, renewals and modifications of the Note, this Mortgage or any other Loan Documents including without limitation, any and all notes given in renewal of, substitution for, or in modification of the Note which is secured by this Mortgage. Modification means a change in the interest rate, due date, or other terms and conditions of the Debt. If the parties to this Mortgage agree to a change which is a modification as defined in L. 1991, c.364, this shall be subject to the priority provisions of the law. Advances made pursuant to the agreement secured by this Mortgage shall be subject to that law.
- 27. <u>Security Agreement</u>. This Mortgage constitutes both a real property mortgage and a "security agreement," within the meaning of the Uniform Commercial Code. The Mortgagor by executing and delivering this Mortgage has granted to the Mortgagee, as security for the Debt, a security interest in the Personal Property.

MORTGAGOR HEREBY DECLARES AND ACKNOWLEDGES THAT MORTGAGOR HAS RECEIVED, WITHOUT CHARGE, A TRUE COPY OF THIS MORTGAGE.

Page -9-

IN WITNESS WHEREOF, Mortgagor has caused this Mortgage to be duly executed and delivered on the day and year first above written.

WITNESS/ATTEST:

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DMRW LLC WITNESS/ATTEST: Evelte Badecki By: Rudolphe Methode Rudolphe. Westmoreland, Authorized Member

Page -10-

CFN # 110154719, OR BK 48045 PG 1617, Page 11 of 11

ACKNOWLEDGMENT

STATE OF NEW JERSEY : ATLANTIC :ss COUNTY OF GLOUCESTER :

BE IT REMEMBERED that on as of July 8, 2011, before me, the subscriber, a notary public, personally appeared Rudolph C. Westmoreland, the Authorized Member of DMRW LLC, who I am satisfied are the persons named in and who executed this document and they did acknowledge that they signed, sealed and delivered the same as and for the voluntary act and deed of the Company for the uses and purposes therein expressed.

Witnesseth my hand and seal.

...... CC1 ~ 165 9 vitúcci NOTARY PUBLIC OF NEW JERSEY 1.00 103 8 My Commission Expires September 1, 2015 22 (A) 7 20 3 20 dise ÷.,,

Record and Return to: Cahill, Wilinski, Rhodes & Joyce, P.C. 89 Haddon Avenue, Suite A Haddonfield, New Jersey 08033

Page -11-

CFN # 110154720, OR BK 48045 Page 1618, Page 1 of 5, Recorded 07/18/2011 at Deputy Clerk 3075 02:15 PM, Broward County Commission,



HOLLYWOOD-FT. LAUDERDALE, FLORIDA 33312

Record and Return to: Cahill, Wilinski, Rhodes & Joyce, P.C. 89 Haddon Avenue, Suite A Haddonfield, New Jersey 08033



Assignment of Leases, Rents and Other Agreements

KNOW ALL MEN BY THESE PRESENTS that DMRW LLC ("Assignors"), having an office located at 3215 NE 184th Street, Unit #14113, Aventura, FL 33180, hereby absolutely and unconditionally convey, transfer, and assign unto Parke Bank, having a place of business at 601 Delsea Drive, P.O. Box 40, Sewell, New Jersey 08080, ("Assignee") all of their rights, interests, and privileges now existing or hereafter arising under or in any way relating to the following collateral (the "Collateral") and the Assignors covenant and agree with the Assignee that this Assignment is intended to be and is an absolute and unconditional present assignment from the Assignors to the Assignee:

All of the leases now existing or hereafter made for the property or any part thereof known as 930 N. 17th Court, City of Hollywood, County of Broward, State of Florida a/k/a Lots 87 and 88 of Hollywood Lawns, According to the Plat thereof, as Recorded in Plat Book 2, Page 58, of the Public Records of Broward County, Florida, more particularly described in Schedule "A" attached hereto and made a part hereof ("Premises") together with all modifications, extensions or renewals and all guarantees of the Lessees' obligations thereunder and with all rents, income, royalties and profits when becoming due therefrom;

B. All security deposits paid or due under the leases plus all interest which has or was required to have accrued thereon;

C. All books and records of the Assignors or their agents relating to the management, repair, leasing and operation of the Premises including but not limited to all Certificates of Occupancy, licenses, permits, authorizations and approvals required by law and/or issued by any governmental authority with respect to the Premises and all certificates issued by the local board of Fire Underwriters or other bodies of similar jurisdiction and copies of all plans and specifications of the Premises;

D. All other agreements arising from or relating to the utilization or management of the Premises or any equipment, inventory, fixtures or services located thereon or utilized in connection therewith as such agreements may be from time to time modified, extended, renewed or guaranteed together with the proceeds therefrom;

E. Any award involving any of the Collateral made in any bankruptcy, insolvency or reorganization proceedings in any state or federal court.

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To secure the payment of the principal sum, interest and indebtedness evidenced by a certain Note and secured by a certain Mortgage of even date herewith, all other amounts which Assignor and Assignee may agree are to be secured hereby, with interest thereon at the rate or rates agreed upon; all other obligations of Assignor, its successors or assigns, or any related person under common control with Assignor or controlled by Assignor, to Assignee, whether oral or written, secured or unsecured, direct or indirect, primary or secondary, absolute or contingent, joint or several, which are now due or to become due, and regardless of its nature, together with any such future obligations; all amounts due to Assignee under letters of credit, if any, issued by Assignee related to the Premises; however, the above language shall in no way obligate Assignee to issue any letters of credit; payment of all other sums with interest thereon becoming due and payable to the Assignee under the provisions of this Assignment or of the Assignor contained herein or in the Mortgage (all of the aforementioned obligations of the Assignors to the Assigners').

The Assignment is made pursuant to the following terms and conditions:

- 1. Until payment in full of all Obligations is made, the Assignee is authorized either in its own name or in the name of the Assignors to do any and all things with reference to the Collateral that the Assignors might or could have done but for this Assignment including the rights:
 - 1.1. To receive, collect and receipt for any and all rents or other payments due under the Collateral, the receipt of the Assignee for such payments to be a full discharge therefore;
 - 1.2. To endorse any warrants, checks, drafts, or other orders which may be payable to the Assignors in connection with the Collateral;
 - 1.3. To file, defend, settle, adjust, compromise all present and future claims arising out of any of the payments due or to become due under the Collateral;
 - 1.4. To enter and take possession of the Premises and to manage and operate the same, to let or relet the Premises or any part thereof, to cancel and modify leases or other agreements and to evict tenants, if necessary;
 - 1.5. To make repairs, additions, improvements or reconstruction of the Premises as the Assignee deems appropriate;
 - 1.6. To obtain insurance of such types and in such amounts as the Assignee shall determine in its discretion;
 - 1.7. To pay all taxes, assessments, or governmental charges which may become a lien on the Premises; and/or
 - 1.8. To pay all costs necessary to maintain, protect or otherwise accomplish any of the purposes contained herein and to add such costs to the Obligations.
- 2. The Assignee shall not be obligated to perform or discharge any obligation or duty undertaken by the Assignors under the Collateral and the Assignors hereby agree to indemnify the Assignee against and to save harmless Assignee from any and all liability arising from the Collateral or from this Assignment. This Assignment shall not place responsibility for the control, care, management and/or repair of the Premises upon the Assignee or make the Assignee responsible or liable for any negligence in the management, operation, upkeep, repair, and/or control of the Premises resulting in loss, injury and/or death to the Assignors or to any tenant, licensee, employee or other person.

Page -2-

- 3. The Assignors represent and warrant that:
 - 3.1. They are the lawful owners of all rights under the Collateral and have the right to assign the Collateral and the revenues due or to become due thereunder;
 - 3.2. No other assignment of any interest therein has been made which has not been fully disclosed to the Assignee or released; and
 - 3.3. The Assignors will not cancel, surrender or terminate any of the Collateral, exercise any option which might lead to such termination or change or modify the Collateral or consent to the release of any party liable thereunder without the prior written consent of the Assignee.
- 4. The Assignors hereby authorize the Assignee to give notice in writing of this Assignment at any time to any tenant or other person having an interest in the Collateral.
- 5. Violation of any of the covenants, representations and provisions contained herein by the Assignors shall be deemed a default under the terms of the Obligations.
- 6. The payment and performance in full of the Obligations shall render this Assignment automatically void with respect to the Premises and the Collateral.
- 7. The net proceeds collected by the Assignee after reimbursement of expenses incurred by the Assignee under the terms of this Assignment shall be applied in reduction of payments due by the Assignors to the Assignee under the Obligations.
- 8. Any failure or omission to enforce this Assignment for any period of time shall not impair its force or effect or prejudice the rights of the Assignee to enforce it in the future, all of the matters herein contained being strictly discretionary on the part of the Assignee. Neither the acceptance of this Assignment and the Collateral or the collection of the revenues hereby assigned shall constitute a waiver of any rights of the Assignee under the terms of the Obligations.
- 9. The Assignors agree to provide the Assignee with all agreements and leases as the Assignee may request from time to time and to execute and deliver such instruments and documents as the Assignee may from time to time reasonably request in order to carry out the provisions and intent of this Assignment.
- 10. The Assignors will:
 - 10.1. Perform all of the Assignor's Obligations under the Collateral;
 - 10.2. Give the Assignee prompt notice of any default under the Collateral by the Assignors or by a lessee or other obligee under the Collateral;
 - 10.3. Enforce the performance and observance of every condition of the Collateral;
 - 10.4. Not anticipate the rents under any lease for more than thirty (30) days prior to accrual;
 - 10.5. Deliver to the Assignee upon written demand a statement specifying the rents and other income received from the Collateral, the disbursements made for such period and the names of all lessees of the Premises and
 - 10.6. Appear in and defend any action growing out of or in any manner connected with the Collateral or the Obligations of any lessee, guarantor, or other obligee hereunder.

Page -3-

- 11. Pending and so long as the Assignors are not in default of any covenant or condition imposed upon it by the terms of the within Assignment, the Note, and the Mortgage, all dated even date herewith, the Assignors are hereby granted a revocable license to collect and receive all of the rents.
- 12. In furtherance and not in limitation of the rights set forth herein, the Assignee as holder of a Mortgage on the Premises, shall have the right to assign all of the Assignee's rights hereunder and all of the Assignor's rights, title, interest and privileges in and to the leases to any subsequent holder of the Mortgage and to assign the same to any person or entity acquiring title to the premises through foreclosure or otherwise.
- 13. This Assignment may be recorded by the Assignee.

This Assignment applies to and binds the parties hereto and their respective heirs, administrators, executors and assigns as well as any subsequent purchaser of the Premises.

IN WITNESS WHEREOF and intending to be legally bound, the Assignors have duly executed this Assignment on as of July 8, 2011.

By:

WITNESS/ATTEST:

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DMRW LLC, Borrower

Enter Badeda

dolph ll

Rudolph C. Westmoreland, Authorized Member

Page -4-

CFN # 110154720, OR BK 48045 PG 1622, Page 5 of 5

ACKNOWLEDGMENT

STATE OF NEW JERSEY : ATLANTIC :SS COUNTY OF GLOUCESTER :

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BE IT REMEMBERED that on as of July 8, 2011, before me, the subscriber, a notary public, personally appeared Rudolph C. Westmoreland, the Authorized Member of DMRW LLC, who I am satisfied are the persons named in and who executed this document and they did acknowledge that they signed, sealed and delivered the same as and for the duly authorized, voluntary act and deed of the Company for the uses and purposes therein expressed.

Witnesseth my hand and seal.

Ginuce LINDA

NOTARY PUBLIC OF NEW JERSEY My Commission Expires September 1, 2015

Record and Return to: Cahill, Wilinski, Rhodes & Joyce, P.C. 89 Haddon Avenue, Suite A Haddonfield, New Jersey 08033

Page -5-

THIS INSTRUMENT PREPARED BY AND RETURN TO: ACTION TITLE COMPANY 2699 STIRLING ROAD, SUITE C-204 FT. LAUDERDALE, FL 33312 File No. 1123017

AFFIDAVIT

BEFORE ME, the undersigned personally appeared KENDALL WESTMORLAND, who after being duly sworn, deposes and says on oath:

 Affiants are the owners of that certain parcel of real property located at 903 N. 17TH COURT, HOLLYWOOD, FLORIDA 33020 more particularly described as follows:

LOTS 87 AND 88 OF HOLLYWOD LAWNS, ACCORDING TO THE PLAT THEREOF, AS RECORDEDIN PLAT BOOK 2, PAGE 58 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA

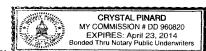
- 2. Affiant states that the attached Limited Liability Company Resolution is a true copy of the original document that was executed by Rudolph C. Westmoreland, Authorized Member and Dordaneh F. Meleki, Member
- 3. This Affidavit is made to induce ACTION TITLE COMPANY to close on the subject property, fund the transaction and issue Title Insurance.
- 4. Affiant further states that he is familiar with the nature of an oath; and with the civil and criminal penalties as provided by the laws of the State of Florida for falsely swearing to statements made in an instrument of this nature. Affiants further certify that they have read, or have had read to them, the full facts of this affidavit, and they each understand its contents.

FURTHER AFFIANT(S) SAYETH NOT.

KENDALL WESTMORELAND

STATE OF FLORIDA

COUNTY OF BROWARD The foregoing instrument was acknowledged before me on this 8TH day of JULY, 2011 by; KENDALL WESTMORELAND he/she is personally known to me or has produced **VALID PHOTO ID** as identification and did take an oath.



\Box	Q	stal	Penaid
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Commission Expires:

Printed Notery Name



Limited Liability Company Resolution

TO: Parke Bank ("Lender")

RE: Three Hundred Thousand Dollars (\$300,000.00) Loan DMRW LLC (the "Limited Liability Company")

Gentlemen:

The undersigned Members of the above named Limited Liability Company, organized, existing and in good standing under the laws of the State of Florida, hereby certifies that the following is a true and correct copy of Resolutions adopted by the members of the Limited Liability Company at a meeting duly called and held on as of July 8, 2011, at which a quorum was present and voting throughout and that such Resolutions remain in full force and effect:

RESOLVED, that, pursuant to and in full compliance with the Operating Agreement of the Limited Liability Company, any one of the following members:

Name and Title

Rudolph C. Westmoreland, Authorized Member Dordaneh F. Meleki, Member

of this Limited Liability Company (and whether one or more, referred to herein in the plural number) are hereby authorized, on behalf of the Limited Liability Company, to borrow the principal sum of from the Lender, upon such terms as such members deem appropriate, and (i) in evidence of the obligation or obligations so created, to sign, endorse, execute, make, accept and deliver in the name of this Limited Liability Company notes, negotiable and non-negotiable instruments, acceptances and bills of exchange; and, (ii) in order to secure the payment and performance of such obligation or obligations of this Limited Liability Company to Lender, to grant security interests in the assets and property of this Limited Liability Company and the proceeds thereof, by assignment, pledge, transfer, mortgage, lien, subordination, delivery or the like, and (iii) to execute and deliver such Security Agreements, Mortgages, Financing Statements, and other documents as are required by Lender in connection therewith.

FURTHER RESOLVED, that Lender shall be under no duty of inquiry as to the disposition of the proceeds of the Loan or loans, even if paid or credited to the signing member, or any other members of this Limited Liability Company, or tendered in payment of the individual obligation of or for the credit of any such members.

FURTHER RESOLVED, that any and all acts of the members of the Limited Liability Company heretofore or hereafter done in connection with the obligation or obligations of this Limited Liability Company as are described above are hereby ratified and confirmed as duly authorized acts of this Limited Liability Company.

Page -1-

14. 172 - 177 - 17

We further do hereby certify that the following persons are duly constituted members of this Limited Liability Company, presently serving in the capacities indicated, and are authorized to act in the name of and on behalf of this Limited Liability Company:

Rudolph C. Westmoreland Dordaneh F. Meleki

We further do hereby certify that (i) attached hereto is a true copy of the Limited Liability Company's Operating Agreement (ii) there have not been any changes or modifications to the said Operating Agreement, and (iii) the members of the Limited Liability Company are as listed in the Operating Agreement, (iv) there have been no acts of dissolution, and the Limited Liability Company continues to remain in existence and in good standing in the states in which it is authorized to do business; and (v) that such authority as is granted in the above Resolutions is pursuant to and in full compliance with the Operating Agreement of this Limited Liability Company.

In witness whereof, we have hereunto set our hands and the seal of the Limited Liability Company the day and year first written above.

Rudolph & Westmoreland, Autorized Member Ø Dordaneh F. Meleki, Member

Page -2-

CFN # 110154717, OR BK 48045 Page 1603, Page 1 of 1, Recorded 07/18/2011 at 02:15 PM, Broward County Commission, Deputy Clerk 3075

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THIS INSTRUMENT PREPARI AND RETURN TO:	ED BY					

ACTION TITLE COMPANY 2699 STIRLING ROAD, SUITE C-204 FT. LAUDERDALE, FL 33312 File No. 1123178

CONTINUOUS MARRIAGE AFFIDAVIT

BEFORE ME, the undersigned personally appeared BRIAN M. ROOKER and SUSAN ROOKER, who after being duly sworn, depose and say on oath:

1. Affiants are the owners of that certain parcel of real property located at 930 N 17TH COURT, HOLLYWOOD, FL 33020 more particularly described as follows:

LOTS 87 AND 88 OF HOLLYWOOD LAWNS, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 2, AT PAGE 58, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA.

- 2. Affiants acquired the above described property prior to 10/2/08 and they have remained continuously married, without interruption, through the date of this transaction.
- 3. That Affiant(s) are not a party to any actions now pending in any State or Federal Court including, but not limited to, proceedings in Bankruptcy or Incompetency nor have they ever been Adjudicated Bankrupt or incompetent. Affiant states that if there are any Judgments, Federal Tax Liens or like matters existing of record in Broward County against persons with names similar to the name(s) of Affiant(s) such persons are persons other than Affiant(s); and further state there are no Judgments, Federal Tax Liens or any other matters of any kind or nature whatsoever existing against Affiant(s) and recorded in the Public Records of said County, which would constitute a lien upon or which would adversely affect title to the property described hereinabove.
- 4. That Affiant(s) know of no defect or encumbrance including, but not limited to Mortgages, Options, Contracts, Leases, Agreements, Liens, Monies due or claims against the subject property or the affiant(s) herein.
- 5. This Affidavit is made to induce ACTION TITLE COMPANY to close on the subject property, fund the transaction and issue Title Insurance.
- 6. Affiant further states that he is familiar with the nature of an oath; and with the civil and criminal penalties as provided by the laws of the State of Florida for falsely swearing to statements made in an instrument of this nature. Affiants further certify that they have read, or have had read to them, the full facts of this affidavit, and they each understand its contents.

FURTHER AFFIANT(S) SAYETH NOT.

1. ROOKER ROOKER

STATE OF Michigan

COUNTY OF Musices The foregoing instrument was acknowledged before me on this <u>33</u>rd day of June, 2011 by BRIAN M. ROOKER and SUSAN ROOKER; they are personally known to me or have produced <u>VALID PHOTO ID</u> as identification and did take an oath.

KIMBER KEMP Notary Public, Muskegon County, Michigan Acting in Muskegon County My Commission Expires 09/23/14

the Notary Public

Printed Notary Name

Commission Expires:

98-024492 T#004 01-14-98 01:29PM

.

SATISFACTION OF MORTGAGE

KNOW ALL MEN BY THESE PRESENTS,

THAT REEDOM DEVELOPMENT AND CONSTRUCTION, INC., a Florida corporation, having its principal place of business located at 917 N. Federal Highway, Hollywood, FL 33020, the owners of a certain mortgage and promissory note given by ANTONIO SCHISKIN, a married man, joined by his wife, YARITZA SCHISKIN, to REEDOM DEVELOPMENT AND CONSTRUCTION, INC., a Florida corporation, bearing date the 15th day of August, 1997 recorded in Official Records Book 26903 at Page 484 in the Office of the Clerk of the Circuit Court of Broward County, State of Florida; given to secure the sum of ONE HUNDRED THIRTY-FIVE THOUSAND AND NO/100 (\$135,000.00) DOLLARS, evidenced by one certain note upon the following described property, situate, lying and being in Broward County, State of Florida,

Lots 87 and 88 of HOLLYWOOD LAWNS, according to the plat thereof, recorded in Plat Book 2 at Page 58 of the Public Records of Broward County, Florida.

Said mortgage having been additionally secured by a Conditional Assignment of Rentals filed in O.R. Book <u>26903</u> at Page <u>490</u> of the Public Records of Broward County, Florida.

have received full payment of said indebtedness, and do hereby acknowledge satisfaction of said mortgage, and hereby direct the Clerk of the said Circuit Court to cancel the same of record.

IN WITNESS WHEREOF the Grantor has caused these presents to be executed in its name and its corporate seal to be hereunto affixed by its proper officers thereunto duly authorized, this 9th day of January, 1998.

Signed, sealed and delivered in our presence:
Martin & Brooks
June Brock
Carol Ann Brooks

REEDOM DEVELOPMENT AND CONSTRUCTION, INC., a Florida corporation,

by: salle Seal)

Csaba Ferenczi, President mailing address: 917 N. Federal Highway Hollywood, FL 33020

STATE OF FLORIDA COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this <u>9th</u> day of January, 1998 by Csalla Ferenczi, President of REEDOM DEVELOPMENT AND CONSTRUCTION, INC., a Florida corporation, on behalf of the corporation. He is personally known to me, or has produced the following identification to wit: <u>Cusorelly Known</u>

MARTIN CA BROOKS	
Notary Public	
Serial No.	

My commission expires:

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THIS INSTRUMENT PREPARED BY; MARTIN G. BROOKS, ESQ. MARTIN G. BROOKS, P.A. California Federal Bank Bldg. 450 N. Park Road, Ste. #400 Hollywood, FL 33021 954-987-0060

CC553379 MY COMMISSION EXPIRES MAY 19,2099

OFFICIAL NOTARY SEAL MARTIN G BROOKS COMMISSION NUMBER

ACCORDED IN THE OFFICIAL REGORDS BOCK OF BROWARD COUNTY, FLORIDA COUNTY ADMINISTRATOR BK 27550PG 0579



CITY of HOLLYWOOD, FLORIDA

Code Compliance Division

2600 Hollywood Blvd. • P.O. Box 229045 • Hollywood, Florida 33022-9045 Phone (954) 921-3061 • Fax (954) 921-3924 • www.hollywoodfi.org

Order Of Imposition Of Fine and Claim Of Lien

Case Number: **V17-04201** City of Hollywood Broward County, Florida

Property Owner:	DMRW LLC 3619 NE 207 ST #2303 AVENTURA FL 33180		
Property Address:	2417 PIERCE ST		

Legal: HOLLYWOOD, FL 33020 HOLLYWOOD LITTLE RANCHES 1-26 B LOT 2 BLK 14 & LOTS 9 THRU 13 OF STANLEY HOLM SUB OF LOT 3 & 28

The City of Hollywood Special Magistrate, having reviewed evidence and sworn testimony by Affidavit, enters the following Findings of Fact:

That the City of Hollywood Special Magistrate did issue on , a Final Order in the above captioned case commanding the Respondent(s) to bring the violation(s) of code section(s) **110.12(A)** as specified in said Final Order into compliance or be subject to a fine in the amount of **\$250.00** PER DAY COMMENCING **09/08/2017**. Additionally, in accordance with section 162.09(2)(d), Fla. Statutes, and Chapter 36.29 (A)(1) of the Hollywood Code or Ordinance, additional fines in the amount of **\$173**. So were assessed to cover costs incurred by the City in enforcing its Code(s).

That said violation occurred on real property described above, lying and being in Broward County, Florida.

That the Respondent(s) did not comply with the Final Order(s) by failing to **Failing to obtain a local business tax receipt** (please contact the Business Tax Office at 954-921-3225 for more information). on or before the date specified therein.

That the Special Magistrate Clerk did forward a notice of the failure to comply with the Final Order, along with a copy of the Affidavit of Non-Compliance to the Respondent(s) by U.S. mail on $\underline{\mathbb{W28}[17]}$.

The Respondent(s) did not request a subsequent hearing pursuant to Section 36.29(A) of the City of Hollywood Code of Ordinances.

IT IS THEREFORE THE ORDER OF THE SPECIAL MAGISTRATE THAT

1. A fine in the amount of **\$250.00** PER DAY COMMENCING **9/8/2017**, is hereby confirmed and imposed. This fine shall continue to accrue until such time as the property is brought into compliance at which time the Respondent shall notify the Code Enforcement Inspector. Additionally, in accordance with section 162.09(2)(d), Fla. Statutes, and Chapter 36.29 (A)(1) of the Hollywood Code or Ordinance, additional fines in the amount of $\frac{173.50}{20}$ were assessed to cover costs incurred by the City in enforcing its Code(s).

2. The fine shall constitute a lien against the above-described real property and upon any other real or personal property owned by the respondent pursuant to Chapter 162, Florida Statutes, as currently enacted or as may be amended from time to time, and Chapter 36 of the City of Hollywood Code of Ordinances, as currently enacted or as may be amended from time to time, and the Special Magistrate Clerk is directed to record a true copy of this Order in the Public Records

Page 1 of 2 for Case V17-04201

Our Mission: We are dedicated to providing municipal services for our diverse community in an atmosphere of cooperation, courtesy and respect. We do this by ensuring all who live, work and play in the City of Hollywood enjoy a high quality of life.

NUYWOOD
CITY of HOLLYWOOD, FLORIDA
Code Compliance Division Code Compliance Division 2600 Hollywood Blvd. • P.O. Box 229045 • Hollywood, Florida 33022-9045 Phone (954) 921-3061 • Fax (954) 921-3924 • www.hollywoodfl.org
of Broward County, Florida.
DONE AND ORDERED this $\frac{1}{6}$ day of <u>JUNUM</u> , <u>2018</u> .
ATTEST: OFFICE OF THE SPECIAL MAGISTRATE CITY OF HOLLYWOOD, FLORIDA
Special Magistrate Clerk Special Magistrate
(Order of James sitism of First and Claim of Lien)
(Order of Imposition of Fine and Claim of Lien)
STATE OF FLORIDA) COUNTY OF BROWARD)SS:
The foregoing instrument was acknowledged before me this day of Jan, 2018, by Manginn Mallin and <u>AnSlovo</u> , Clerk and Special Magistrate, respectively of the City of Hollywood, who are personally known to me and who did not take an oath.
Ernst St Jour Commission # FF999126 Expires: June 6, 2020 Bonded thru Aaron Notary Definit Name
Note: Mail your payment to the above address made payable to the City of Hollywood.

Page 2 of 2 for Case V17-04201

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WARNING

PROPERTY IN WHICH YOU ARE INTERESTED IS LISTED IN THE ENCLOSED NOTICE

DMRW LLC 190 NE 199 ST #204 NORTH MIAMI, FL 33179

AS PER FLORIDA STATUTES 197.542, THE PROPERTY AT 930 N 17 COURT #1-8, HOLLYWOOD, FL 33020 IS BEING SCHEDULED FOR TAX DEED AUCTION. ONCE THE PROPERTY IS SOLD, UNPAID TAXES CAN NO LONGER BE REDEEMED. OTHER TAX YEARS MAY BE OWED BUT NOT INCLUDED IN THE AMOUNT BELOW, PLEASE CALL FOR MORE INFORMATION.

FLA. STATUTES MAY REQUIRE US TO NOTIFY OTHER PROPERTY OWNERS WHO LIVE AROUND THE PROPERTY SCHEDULED FOR SALE. <u>IF YOU DO NOT OWN OR HAVE LEGAL INTEREST IN</u> <u>THIS PROPERTY, PLEASE DISREGARD THIS NOTICE.</u>

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AMOUNTS SHOWN BELOW ARE <u>ESTIMATED</u> AMOUNTS DUE WHICH MAY BE SUBJECT TO ADDITIONAL FEES. PLEASE CALL (954) 357-5374 FOR THE CORRECT AMOUNT DUE <u>PRIOR TO</u> SUBMITTING ANY PAYMENT TO REDEEM UNPAID TAXES AND REMOVE THE PROPERTY FROM AUCTION.

MAKE CASHIER'S CHECK OR MONEY ORDER PAYABLE TO: BROWARD COUNTY TAX COLLECTOR

* Estimated Amount due if paid by July 30, 2021\$71,534.25

Or

* Estimated Amount due if paid by August 17, 2021\$72,540.70

THERE ARE UNPAID TAXES ON THIS PROPERTY AND THE PROPERTY WILL BE SOLD AT PUBLIC AUCTION ON <u>August 18, 2021</u> UNLESS ALL BACK TAXES ARE PAID PRIOR TO AUCTION.

TO MAKE PAYMENT, OR TO RECEIVE FURTHER INFORMATION, CONTACT THE RECORDS, TAXES & TREASURY DIVISION, TAX DEED SECTION, 115 S. ANDREWS AVENUE ROOM #A-100, FORT LAUDERDALE, FLORIDA 33301-1895. PHONE: (954) 357-5374

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DMRW LLC 3215 NE 184TH ST, #14113 NORTH MIAMI BEACH, FL 33160

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DMRW LLC 8025 BLACK HORSE PIKE SUITE 500 WEST ATLANTIC CITY, NJ 08232

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DMRW LLC 3215 NE 184TH ST, UNIT #14113 AVENTURA, FL 33180

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PARKE BANK 601 DELSEA DRIVE SEWELL, NJ 08080

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CITY OF HOLLYWOOD CODE COMPLIANCE DIVISION 2600 HOLLYWOOD BLVD PO BOX 229045 HOLLYWOOD, FL 33022-9045

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KENDALL WESTMORELAND, REGISTERED AGENT O/B/O DMRW LLC 190 NE 199 ST SUITE 204 N MIAMI, FL 33179

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PAYMENT MUST BE MADE IN CASH, MONEY ORDER OR CASHIER'S CHECK; <u>PERSONAL OR</u> <u>BUSINESS CHECKS ARE NOT ACCEPTED.</u>

AMOUNTS SHOWN BELOW ARE <u>ESTIMATED</u> AMOUNTS DUE WHICH MAY BE SUBJECT TO ADDITIONAL FEES. PLEASE CALL (954) 357-5374 FOR THE CORRECT AMOUNT DUE <u>PRIOR TO</u> SUBMITTING ANY PAYMENT TO REDEEM UNPAID TAXES AND REMOVE THE PROPERTY FROM AUCTION.

MAKE CASHIER'S CHECK OR MONEY ORDER PAYABLE TO: BROWARD COUNTY TAX COLLECTOR

* Estimated Amount due if paid by July 30, 2021\$71,534.25

Or

* Estimated Amount due if paid by August 17, 2021\$72,540.70

THERE ARE UNPAID TAXES ON THIS PROPERTY AND THE PROPERTY WILL BE SOLD AT PUBLIC AUCTION ON <u>August 18, 2021</u> UNLESS ALL BACK TAXES ARE PAID PRIOR TO AUCTION.

TO MAKE PAYMENT, OR TO RECEIVE FURTHER INFORMATION, CONTACT THE RECORDS, TAXES & TREASURY DIVISION, TAX DEED SECTION, 115 S. ANDREWS AVENUE ROOM #A-100, FORT LAUDERDALE, FLORIDA 33301-1895. PHONE: (954) 357-5374

WARNING PROPERTY IN WHICH YOU ARE INTERESTED IS LISTED IN THE ENCLOSED NOTICE

*GATOR 2034 JAG LLC GATOR 2034 MJG LLC ETAL 7850 NW 146 ST 4FL MIAMI LAKES, FL 33016

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*GUMMAKONDA PROPERTIES INC 1011 N FEDERAL HWY HOLLYWOOD, FL 33020

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WARNING

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*SHEKAR REDDY 2014 REV TR REDDY, SHEKAR & SHYLAJA TRSTEE 12301 SW 1 ST PLANTATION, FL 33325

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CITY OF HOLLYWOOD TREASURY DIVISION 2600 HOLLYWOOD BLVD HOLLYWOOD, FL 33020

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DATE: July 1st, 2021 PROPERTY ID # 514210-14-0630 (TD # 46921)

WARNING PROPERTY IN WHICH YOU ARE INTERESTED IS LISTED IN THE ENCLOSED NOTICE

DMRW LLC 3300 NE 191 STREET 801 AVENTURA, FL 33180

AS PER FLORIDA STATUTES 197.542, THE PROPERTY AT 930 N 17 COURT #1-8, HOLLYWOOD, FL 33020 IS BEING SCHEDULED FOR TAX DEED AUCTION. ONCE THE PROPERTY IS SOLD, UNPAID TAXES CAN NO LONGER BE REDEEMED. OTHER TAX YEARS MAY BE OWED BUT NOT INCLUDED IN THE AMOUNT BELOW, PLEASE CALL FOR MORE INFORMATION.

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FOR TAX DEEDS PROCESS AND AUCTION RULES, PLEASE VISIT www.broward.org/recordstaxestreasury

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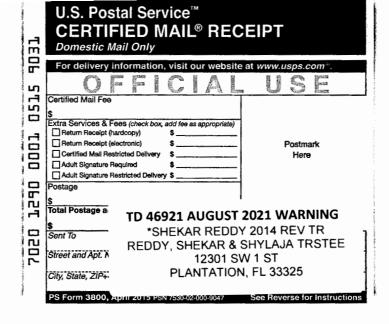
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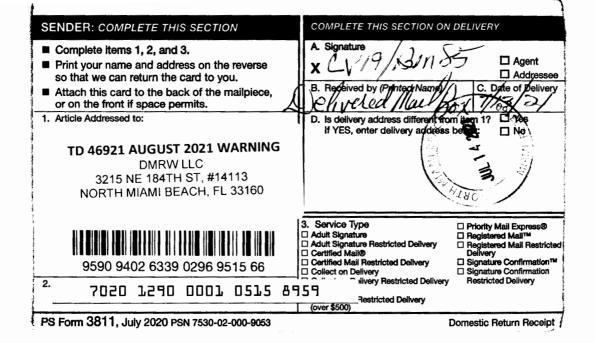
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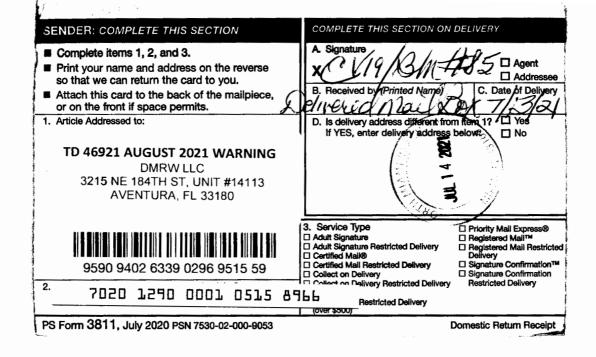


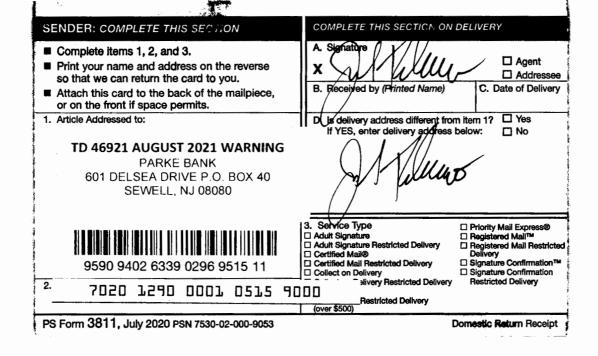


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SENDER: COMPLETE THIS SECTION	COMPLETE THIS SECTION ON DELIVERY
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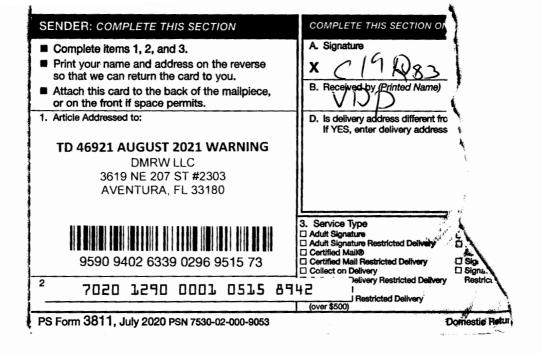


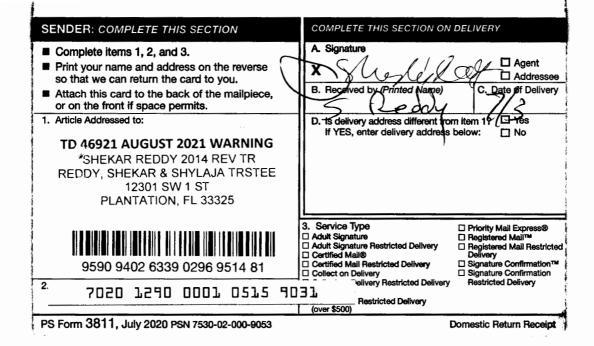




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