

339 Sixth Ave, Suite 1400 Pittsburgh, PA 15222 Web: www.grantstreet.com E-mail: TitleExpress@grantstreet.com

Phone: (412) 391-5555

At the request of the County Tax Collector for Broward County, FL, a search has been made of the Public Records for the following described property:

 Parcel ID
 Alt. Key
 Property Address

 513924-03-4360
 546707
 1070 SW 191 LN

Legal Description

That portion of Parcel A, according to the Vulcan Materials Company PLAT No. 2, as recorded in Plat Book 159, Page 36, of the Public Records of Broward County, Florida, described as follows: Commencing at the Northeast corner of said Parcel A; thence run South 89 degrees 51' 45 " West (on a plat bearing) 3779.17 feet along the North boundary of said Parcel A; thence run South 00 degrees 08' 15" East 994.27 feet to the Point of Beginning; thence continue South 00 degrees 08' 15" East 70 feet; thence run South 89 degrees 51' 45" West 130 feet; thence run North 00 degrees 08' 15" West 70 feet; thence run North 89 degrees 51' 45" East 130 to the Point of Beginning. a/k/a Lot 44 in Pod E Encantada.

Other Parcel Info

Certificate # Assessed Value Homestead? Mobile Home? Bankruptcy?

2020 - 15056 \$528,090 No No No

Owner of Record on Current Tax Roll
ISATOU PROPERTIES INVESTMENT LLC

Billing Name & Address

1070 SW 191 LN PEMBROKE PINES FL 33029

UPDATE REPORT

This Property Information Report has been prepared in accordance with the requirements of Florida Statutes, Sections 197.502(4) and (5), and satisfies the minimum standards set forth in the Florida Administrative Code, Chapter 12D-13.061.

This report 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 is limited to the amount paid for this report, and is further limited to the person(s) expressly identified by name as the recipient(s) of the report.

Report Date: 03/20/2023 Search covers previous search through: 03/14/2023

David Faith
Title Examiner

Note: Parties and documents from previous search are not included in this update.

General Examiner Comments:

Examiner Comments

APPARENT TITLE HOLDER

Name & Address of Record Document **Examiner Comments** REALTY WHOLESALERS, INC. Certificate of Title 471 GREYNOLDS CIRCLE Inst:118683969 LANTANA FL 33462 REALTY WHOLESALERS, INC. Sunbiz Owner 928 S. DIXIE HIGHWAY #111 LANTANA FL 33462 PETER B WEINTRAUB ESQ., REGISTERED Sunbiz Owner **AGENT** O/B/O REALTY WHOLESALERS, INC. 7700 CONGRESS AVENUE 1110 **BOCA RATON FL 33487**

Related Documents (for Reference)

None found.

MORTGAGE HOLDER

Name & Address of Record

	2000	
ART CENTER, LLC 20533 BISCAYNE BLVD #4218 AVENTURA FL 33180	Mortgage Spreader Inst:118685585	
MORTGAGEX LLC 120 NIGHTHAWK AVE PLANTATION FL 33324	Mortgage Spreader Inst:118685585	
RANDY LEVINE, REGISTERED AGENT O/B/O ART CENTER, LLC 20533 BISCAYNE BLVD STE 4218 AVENTURA FL 33180	Sunbiz Mortgage 1	
ALAN M. GRUNSPAN, REGISTERED AGENT O/B/O MORTGAGEX, LLC 120 NIGHTHAWK AVENUE PLANTATION FL 33324	Sunbiz Mortgage 2	

Document

Related Documents (for Reference)

Mortgage Inst:117901147

Related Documents (for Reference)

Assignment of Mortgage Inst:118345714

LIEN HOLDER

Name & Address of Record Document Examiner Comments

None found.

Related Documents (for Reference)

None found.

OTHER PARTIES

Name & Address of Record Document Examiner Comments

None found.

Related Documents (for Reference)

None found.

OTHER DOCUMENTS

Document Type

None found.



Site Address	1070 SW 191 LANE, PEMBROKE PINES FL 33029	ID#	5139 24 03 4360
Property Owner	REALTY WHOLESALERS INC	Millage	2613
Mailing Address	471 GREYNOLDS CIR LANTANA FL 33462	Use	01-01
Abbr Legal Description	VULCAN MATERIALS COMPANY PLAT NO 2 159-36 B PART OAS,COMM AT NE COR OF PARCEL A,WLY ALG N/L OF PARCE 994.27 TO POB,CONT SLY 70.00,WLY 130.00,NLY 70.00,ELY 1 POD E ENCANTADA	LAFOR 3	3779.17,SLY

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).

* 2023 values are considered "working values" and are subject to change.										
			Prop	erty Assessment	۷	alues				
Year	Land		Building / Improvement				Assess SOH V		Та	ıx
2023*	\$82,780	\$445,3	10	\$528,09	90)	\$528,0	90		
2022	\$82,780	\$445,3	10	\$528,09	90)	\$505,1	70	\$9,96	0.84
2021	\$82,780	\$376,4	70	\$459,25	50)	\$459,2	250	\$9,11	4.18
	2	2023* Exempti	ons a	nd Taxable Value	S	by Tax	ing Authori	ty		
		Cou	unty	School E	3c	oard	Munic	ipal	Inde	pendent
Just Value		\$528	,090	\$52	8,	090	\$528,	090	\$	528,090
Portability			0			0		0		0
Assessed/	SOH	\$528	,090	\$52	8,	090	\$528,090		\$	528,090
Homestead	d		0			0		0		0
Add. Home	estead		0		0			0		0
Wid/Vet/Dis	3		0		0			0		0
Senior			0			0		0		0
Exempt Ty	ре		0		0			0		0
Taxable		\$528	,090	\$52	8,	090	\$528,	090	\$	528,090
	S	ales History][Land	Calc	culations	
Date	Туре	Price	Во	ok/Page or CIN			Price		Factor	Type
1/17/2023	CET-D	\$438,600	438,600 118683969		brack H	\$	9.00		9,198	SF
7/2/2018	QCD-T	\$100	0 115183626		bracket					
10/25/200	1 SWD	\$237,500		32307 / 1122	11					
					11					<u> </u>
					11	Adj	. Bldg. S.F.	(Car	d, Sketch)	2942
					-			its		1
							Eff./Act. Ye	ar B	uilt: 2002/200	1

	Special Assessments							
Fire	Garb	Light	Drain	Impr	Safe	Storm	Clean	Misc
26			5G					
R			5G					
1			.21					

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

CERTIFICATE OF MAILING NOTICES

Tax Deed #49672

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 May 2023, 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:

ART CENTER, LLC 20533 BISCAYNE BLVD #4218 AVENTURA, FL 33180	MEIR NAVE C/O CAPITOL MGMT & SERVICING, INC. PO BOX 950 FORT LAUDERDALE, FL 33302	MORTGAGEX LLC 120 NIGHTHAWK AVE PLANTATION, FL 33324	5950 SBA LOAN I, LLC 8 THE GREEN STE A DOVER, DE 19901
GREEN CORRIDOR PROPERTY ASSESSMENT CLEAN ENERGY (PACE) DISTRICT 5385 N. NOB HILL ROAD SUNRISE, FL 33351	MEIR NAVE DAVID R. ROY, P.A. 4209 N. FEDERAL HWY. POMPANO BEACH, FL 33064	MICHAEL S. HOFFMAN HOFFMAN, LARIN & AGNETTI P.A. 909 NMB BLVD STE 201 NMB, FL 33162	SHAUN M. ZACIEWSKI 175 SW 7TH STREET, STE 1611 MIAMI, FL 33130
YGRENE ENERGY FUND FLORIDA, LLC 2100 SOUTH MCDOWELL BLVD PETALUMA, CA 94954	YGRENE ENERGY FUND FLORIDA, LLC 3390 MARY STREET # 124 MIAMI, FL 33133	*ENCANTADA AT PEMBROKE PINES % PINES PROP MGMT 6941 SW 196 AVE STE 27 FT LAUDERDALE, FL 33332	CITY OF PEMBROKE PINES CITY ATTORNEY'S OFFICE 601 CITY CENTER WAY PEMBROKE PINES, FL 33025
ENCANTADA AT PEMBROKE PINES COMM ASSOC, INC. C/O CASTLE MGMT, LLC 18500 SW 12TH ST PEMBROKE PINES, FL 33029	GLOBAL FUNDING ASSOCIATES, INC 20533 BISCAYNE BLVD #4218 AVENTURA, FL 33180	PETER B. WEINTRAUB ESQ, REG AGENT O/B/O REALTY WHOLESALERS INC 7700 CONGRESS AVE STE 1110 BOCA RATON, FL 33487	REALTY WHOLESALERS, INC P.O. BOX 9409 PORT SAINT LUCIE, FL 34985
REALTY WHOLESALERS, INC 3559 ORCHID DRIVE CORAL SPRINGS, FL 33065	REALTY WHOLESALERS, INC 6011 SNOWY EGET LN GREENACRES, FL 33415	REALTY WHOLESALERS, INC 471 GREYNOLDS CIR LANTANTA, FL 33462	REALTY WHOLESALERS, INC 1070 SW 191 LANE PEMBROKE PINES, FL 33029
REALTY WHOLESALERS, INC 3100 S. OCEAN BLVD 105N PALM BEACH, FL 33480	REALTY WHOLESALERS, INC 928 S. DIXIE HWY #111 LANTANA, FL 33462	ALAN M. GRUNSPAN, REGISTERED AGENT O/B/O MORTGAGEX, LLC 120 NIGHTHAWK AVENUE PLANTATION, FL 33324	RANDY LEVINE, REG AGENT O/B/O ART CENTER, LLC 20533 BISCAYNE BLVD STE 4218 AVENTURA, FL 33180
*GUILLERMO & DENISE C. CABEZA 1114 SW 191ST LANE PEMBROKE PINES, FL 33029	*SOUTH BROWARD DRAINAGE DISTRICT 6591 SW 160 AVE SOUTHWEST RANCHES, FL 333331	*TODD & INNA GOODMAN 1038 SW 191 LANE PEMBROKE PINES, FL 33029	EDOARDO MELONI ESQ., REG AGENT O/B/O ENCANTADA AT PEM PINES COMM ASSOC INC 1701 NE 164TH ST, SUITE 303 NMB, FL 33162-4018
ENCANTADA AT PEM PINES COMMUNITY ASSOC, INC. C/O THE MELONI LAW FIRM	ISATOU PROPERTIES INVESTMENT LLC 1070 SW 191 LANE	ISATOU DAVIS, REG AGENT O/B/O ISATOU PROPERTIES INVESTMENT LLC	

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

PEMBROKE PINES, FL 33029

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.

1070 SW 191 LANE

PEMBROKE PINES, FL 33029

GIVEN UNDER MY HAND AND OFFICIAL SEAL, this 1st day of May 2023 in compliance with section 197.522 Florida Statutes, 1995, as amended by Chapter 95-147 Senate Bill No. 596, Laws of Florida 1995.

SEAL

Monica Cepero

COUNTY ADMINISTRATOR

Finance and Administrative Services Department

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

1701 NE 164TH ST STE 303

MIAMI, FL 33162-4018

Broward County, Florida

INSTR # 118712937 Recorded 03/03/23 at 12:49 PM Broward County Commission 1 Page(s)

RECORDS, TAXES & TREASURY DIVISION/TAX DEED SECTION NOTICE OF APPLICATION FOR TAX DEED NUMBER 49672

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:

513924-03-4360

Certificate Number:

15056

Date of Issuance:

05/26/2020

Certificate Holder:

CITRUS CAPITAL HOLDINGS, LLC CITRUS CAPITAL HOLDINGS FBO SEC PTY

Description of Property: VULCAN MATERIALS COMPANY PLAT

NO 2 159-36 B

PART OF PARCEL A DESC'D AS, COMM

See Additional Legal on Tax Roll

Legal Titleholders:

Name in which assessed: ISATOU PROPERTIES INVESTMENT LLC ISATOU PROPERTIES INVESTMENT LLC

1070 SW 191 LN

PEMBROKE PINES, FL 33029

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 21st day of , 2023 . Pre-bidding shall open at 9:00 AM EDT, sale shall commence at June 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 day of March , 2023,

Monica Cepero 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:

05/18/2023, 05/25/2023, 06/01/2023 & 06/08/2023

Minimum Bid: 93512.10

Broward County, Florida

RECORDS, TAXES & TREASURY DIVISION/TAX DEED SECTION NOTICE OF APPLICATION FOR TAX DEED NUMBER 49672

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: 513924-03-4360

Certificate Number: 15056
Date of Issuance: 05/26/2020

Certificate Holder: CITRUS CAPITAL HOLDINGS, LLC CITRUS CAPITAL HOLDINGS FBO SEC PTY

Description of Property: VULCAN MATERIALS COMPANY PLAT

NO 2 159-36 B

PART OF PARCEL A DESC'D AS, COMM

See Additional Legal on Tax Roll

Name in which assessed: ISATOU PROPERTIES INVESTMENT LLC Legal Titleholders: ISATOU PROPERTIES INVESTMENT LLC

1070 SW 191 LN

PEMBROKE PINES, FL 33029

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 21st day of June ,2023. 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 20th day of March , 2023 .

Monica Cepero
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: 05/18/2023, 05/25/2023, 06/01/2023 & 06/08/2023

Minimum Bid: 94075.10

BROWARD

STATE OF FLORIDA COUNTY OF BROWARD:

Before the undersigned authority personally appeared BARBARA JEAN COOPER, who on oath says that he or she is the LEGAL CLERK, of the Broward Daily Business Review f/k/a Broward Review, of Broward County, Florida; that the attached copy of advertisement, being a Legal Advertisement of Notice in the matter of

49672 NOTICE OF APPLICATION FOR TAX DEED CERTIFICATE NUMBER: 15056

in the XXXX Court, was published in a newspaper by print in the issues of Broward Daily Business Review f/k/a Broward Review on

05/18/2023 05/25/2023 06/01/2023 06/08/2023

Affiant further says that the newspaper complies with all legal requirements for publication in chapter 50, Florida Statutes.

Swom to and subscribed before me this

8 day of JUNE, A.D. 2023

(SEAL)
BARBARA JEAN COOPER personally known to me



Broward County, Florida RECORDS, TAXES & TREASURY DIVISION/TAX DEED SECTION NOTICE OF APPLICATION FOR TAX DEED NUMBER 49672

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: 513924-03-4360 Certificate Number: 15056 Date of Issuance: 05/26/2020

Certificate Holder:

CITRUS CAPITAL HOLDINGS, LLC CITRUS CAPITAL HOLDINGS FBO SEC PTY

Description of Property:

VULCAN MATERIALS COMPANY

NO 2 159-36 B

PART OF PARCEL A DESC'D

AS, COMM

See Additional Legal on Tax Roll Name in which assessed:

REALTY WHOLESALERS INC Legal Titleholders:

REALTY WHOLESALERS INC 471 GREYNOLDS CIR

LANTANA FL 33462
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 21st day of June, 2023: 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 20th day of March, 2023.

Monica Cepero

County Administrator

RECORDS, TAXES, AND TREASURY DIVISION

LIHEASURY DIVISIO

(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.

Minimum Bid:

94075.10

401-314

5/18-25 6/1-8 23-04/0000661447B

BROWARD COUNTY SHERIFF'S OFFICE

2601 West Broward Blvd Fort Lauderdale, Florida 33312

Sheriff # 23016041

Broward County, FL VS Realty Wholesalers Inc

RETURN OF SERVICE

Court Case # TD 49672 Hearing Date:06/21/2023 Received by CCN 15420 05/04/2023 9:24 AM

Type of Writ: Tax Sale - Broward

Court: County / Broward FL

Serve: Realty Wholesalers Inc 1070 SW 191 Lane Pembroke Pines FL 33029

Served:

Not Served:

Broward County Revenue-Delinquent Tax Section

115 S. Andrews Ave.

Room A-100

Fort Lauderdale FL 33301

Date: 05/05/2023 Time: 1:41 PM

On Realty Wholesalers Inc 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:

Posted Residential: By attaching a true copy to a conspicuous place on the property described in the complaint or summons. Neither the tenant nor a person residing therein 15 years of age or older could be found at the defendant's usual place of abode in accordance with F.S. 48.183

COMMENTS: Posted Tax Notice ON FRONT DOOR #15420

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**

D.S

T. Brown, #15420

RECEIPT I	NFORMATION	EXECUTION COSTS	DEMAND/LEVY II	NFORMATION
Receipt#		·	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 # 513924-03-4360 (TD #49672)

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

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. <u>IF YOU DO NOT OWN OR HAVE LEGAL INTEREST IN</u> 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 May 31, 2023\$72,417.57
 - Or
- * Amount due if paid by June 20, 2023\$73,319.44

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

THERE ARE UNPAID TAXES ON THIS PROPERTY AND WILL BE SOLD AT PUBLIC AUCTION ON June 21, 2023 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

REALTY WHOLESALERS, INC 1070 SW 191 LANE PEMBROKE PINES, FL 33029

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

RECEIVED SHERIFF

Instr# 118683969, Page 1 of 2, Recorded 02/16/2023 at 12:58 PM

Broward County Commission Deed Doc Stamps: \$3070.20

**** FILED: BROWARD COUNTY, FL Brenda D, Forman, CLERK 2/13/2023 4:23:24 PM.****

In the Circuit Court of the Seventeenth Judicial Circuit In and for Broward County, Florida

5950 SBA LOAN I, LLC

Plaintiff

CACE-20-018863

Division

VS.

ISATOU PROPERTIES INVESTMENT LLC; ISATOU, DAVIS, ENCANTADA AT PEMBROKE PINES COMMUNITY ASSOCIATION Defendant

Certificate of Title

The undersigned, Brenda D. Forman, Clerk of the Court, certifies that she executed and filed a certificate of sale in this action on January 17, 2023, for the property described herein and that no objections to the sale have been filed within the time allowed for filing objections.

The following property in Broward County, Florida:

That portion of Parcel A, according to the VULCAN MATERIALS COMPANY PLAT NO. 2, as recorded in Plat Book 159, Page 36, of the Public Records of Broward County, Florida, described as follows:

Commencing at the Northeast corner of said Parcel A; thence run South 89 degrees 51'45" West (on a Plat bearing) 3779.17 feet along the North boundary of said Parcel A; thence run South 00 degrees 08'15" East, 994.27 feet to the Point of Beginning; thence continue South 00 degrees 08'15" East 70 feet; thence run Sputh 89 degrees 51'45" West 130 feet; thence run North 89 degrees 61'45" East 130 feet to the Point of Beginning. Said lands situate in the City of

Pembroke Pines, Broward County, Florida. Street

Address: 1070 SW 1918t Lane, Pembroke Pines, FL 33029.

Parcel Identification No.: 513924-03-4360

Was sold to: REALTY WHOLESALERS, INC. 471 Greynolds Circle Lantana, FL, 33462

Witness my hand and the seal of this court on February 13, 2023.

O FLORIDA O COUNTY OF COUN

Brenda D. Forman, Clerk of the Circuit & County Court
Broward County, Florida

Potende D. Jones

Instr# 118683969 , Page 2 of 2, End of Document

**** FILED: BROWARD COUNTY, FL Brenda D. Forman, CLERK 2/13/2023 4:23:24 PM.****

Total consideration: \$438,600.00

Doc Stamps: \$3,070.20



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

Detail by Entity Name

Florida Profit Corporation REALTY WHOLESALERS, INC.

Filing Information

 Document Number
 V44935

 FEI/EIN Number
 65-0346363

 Date Filed
 06/18/1992

State FL

Status ACTIVE

Last Event NAME CHANGE AMENDMENT

Event Date Filed 03/03/2008
Event Effective Date NONE

Principal Address
3100 S Ocean Blvd

105N

Palm Beach, FL 33480

Changed: 01/20/2023

Mailing Address

928 S. Dixie Highway

#111

Lantana, FL 33462

Changed: 01/20/2023

Registered Agent Name & Address

WEINTRAUB, PETER BESQ.

7700 Congress Avenue

1110

BOCA RATON, FL 33487

Name Changed: 09/15/2003

Address Changed: 01/28/2019

Officer/Director Detail

Name & Address

Title P

STERN, BEN 3100 S OCEAN BLVD 105N PALM BEACH, FL 33487

Annual Reports

Report Year	Filed Date
2021	01/31/2021
2022	01/27/2022
2023	01/20/2023

Document Images

bocument images					
01/20/2023 ANNUAL REPORT	View image in PDF format				
01/27/2022 ANNUAL REPORT	View image in PDF format				
01/31/2021 ANNUAL REPORT	View image in PDF format				
01/14/2020 ANNUAL REPORT	View image in PDF format				
01/28/2019 ANNUAL REPORT	View image in PDF format				
01/14/2018 ANNUAL REPORT	View image in PDF format				
01/10/2017 ANNUAL REPORT	View image in PDF format				
01/25/2016 ANNUAL REPORT	View image in PDF format				
01/13/2015 ANNUAL REPORT	View image in PDF format				
01/15/2014 ANNUAL REPORT	View image in PDF format				
01/30/2013 ANNUAL REPORT	View image in PDF format				
01/10/2012 ANNUAL REPORT	View image in PDF format				
02/11/2011 ANNUAL REPORT	View image in PDF format				
01/06/2010 ANNUAL REPORT	View image in PDF format				
03/29/2009 ANNUAL REPORT	View image in PDF format				
05/15/2008 ANNUAL REPORT	View image in PDF format				
03/03/2008 Name Change	View image in PDF format				
04/30/2007 ANNUAL REPORT	View image in PDF format				
09/21/2006 Name Change	View image in PDF format				
03/16/2006 ANNUAL REPORT	View image in PDF format				
02/23/2005 ANNUAL REPORT	View image in PDF format				
01/20/2004 ANNUAL REPORT	View image in PDF format				
09/15/2003 ANNUAL REPORT	View image in PDF format				
03/31/2002 ANNUAL REPORT	View image in PDF format				
07/25/2001 ANNUAL REPORT	View image in PDF format				
05/31/2000 ANNUAL REPORT	View image in PDF format				
05/01/1999 ANNUAL REPORT	View image in PDF format				
04/03/1998 ANNUAL REPORT	View image in PDF format				
04/23/1997 ANNUAL REPORT	View image in PDF format				
05/01/1996 ANNUAL REPORT	View image in PDF format				
05/23/1995 ANNUAL REPORT	View image in PDF format				

Florida Department of State, Division of Corporations

Instr# 118685585 , Page 1 of 7, Recorded 02/17/2023 at 10:00 AM

Broward County Commission

Mtg Doc Stamps: \$0.00 Int Tax: \$0.00

This Instrument was prepared by/ RECORD AND RIFTURN TO. Peter B. Weintraub, Esq. Weintraub & Weintraub P.A. 7700 Congress Ave. Suite 1110 Boca Raton, FL 33487

THIS IS A MODIFICATION OF AN EXISTING MORTGAGE AND PROMISSORY NOTE, AND AN ADITIONAL ADVANCE AGREEMENT. FULL DOCUMETARY STAMPS AND INTANGIBLE TAX HAVE BEEN PAID ON THE ORIGINAL EXISTING MORTGAGE AND PROMISSORY NOTE IN THE AMOUNT OF \$5,077,711.30. THE MODIFICATION OF THE PRIOR NOTE AND MORTGAGE IS NOT SUBJECT TO DOCUMENTARY STAMPS AND/OR INTANGIBLE TAX PURSUANT TO SECTION 201.09, FLORIDA STATUTES, AND APPLICABLE FLORIDA LAW.

THIS IS A BALLOON MORTGAGE AND THE FINAL PRINCIPAL PAYMENT OR THE PRINCIPAL BALANCE DUE UPON MATURITY IS SET FORTH BELOW TOGETHER WITH ACCRUED INTEREST, IF ANY, AND ALL ADVANCEMENTS MADE BY THE MORTGAGEE UNDER THE TERMS OF THIS MORTGAGE.

INDIVIDUAL MORTGAGE SPREADER AGREEMENT

between, Realty Wholesalers, Inc., a Florida corporation of P.O Box 9409. Port Saint Lucie, Florida 34985, hereinafter called the Mortgagor, which term as used in every instance shall include the Mortgagor's heirs, executors, administrators, successors, legal representative and assigns, either voluntary by act of the parties, or involuntary by operation of the law, and shall denote the single and/or plural, and the masculine and/or feminine, and natural and/or artificial persons, whenever and wherever the context so requires or admits, Party of the First Part, and ART CENTER, LLC whose address is 20533 Biscayne Blvd, #4218, Aventura, FL 33180 and MORTGAGEX LLC, whose address is 120 Nighthawk Ave, Plantation FL 33324 hereinafter collectively called the Mortgagee, which term as used in every instance, shall include the Mortgagee's successors, legal representatives and assigns, whenever and wherever the context so requires or admits, Party of the Second Part. If the Mortgagee herein is acting as a trustee, then such Mortgagee-trustee shall have full power and authority to protect, conserve, satisfy, sell, lease, encumber or otherwise manage or dispose of the Property described herein as provided by FS 689.071. In all respects, unless indicated to the contrary below, this shall be deemed an equal dignity loan among and between the Mortgagees named above.

WITNESSETH:

WHEREAS, Mortgagor executed a Revolving Credit Account Note (hereinafter "Note") in the original principal amount of Five Million Seventy-Seven Thousand Seven Hundred Seventy-One and 30/100 Dollars (\$5,077,711.30), secured by a General Mortgage and Security Agreement (With Right of Substitution of Mortgaged Property) (hereinafter "Mortgage"), a Revolving Credit Note (the "Note"), and other unrecorded loan documentation, dated January 5, 2022, in favor of Mortgagee, said Mortgage recorded in Official Records Instrument #117901147 of the Public Records of Broward County, Florida, and an amended and restated mortgage modification recorded in Official Records Instrument #118028402 of the Public Records of Broward County, Florida, and amended through an assignment of 50% interest in each Note and Mortgage (Spreader and Individual, original and amended) recorded in Official Records Instrument #118345714 of the Public Records of Broward County, Florida encumbering that certain real property situated in Broward, Palm Beach and Miami-Dade Counties, Florida, and

WHEREAS, pursuant to the terms and provisions of the Mortgage and other unrecorded loan documents, Mortgagor desires to substitute or add certain real property for the Mortgaged Property and Mortgagee has agreed to accept the substitution or addition of the certain real property for the Mortgaged Property, under the terms and provisions as set forth in the Mortgage, this Agreement; to wit:

See Exhibit "A" for Legal Description
Property Address: 1070 SW 191ST LN, PEMBROKE PINES, FL 33029
PCN: 5139-24-03-4360

Initial: 13Å

THIS IS A PURCHASE MONEY FIRST MORTGAGE

The above property is not the homestead property of Mortgagor under the laws and Constitution of the State of Florida in that neither Mortgagor nor any member of Mortgagor's household reside thereon. Mortgagor resides at the following residences: 3100 S OCEAN BLVD, Unit 105N, PALM BEACH, FL 33487

Mortgagee-Trustee shall have the full power and authority to protect, conserve and to sell or to lease or to encumber or otherwise manage or dispose of the real property described herein as provided by FS 689.71.

A conveyance, transfer or exchange of the subject property without the express written consent of the Mortgagee shall entitle the Mortgagee, at its option, to declare immediately due and payable the entire unpaid principal balance of the promissory note hereby secured, anything contained herein or in said promissory note to the contrary, notwithstanding.

The mortgagor, without the prior written consent of the mortgagee, shall not further encumber this property by way of mortgage, deed of trust, or any such document in which mortgagor would further encumber this property as collateral for the payment of another debt.

TOGETHER WITH all structures and improvements now and hereafter on said land, and the fixtures attached hereto, and all rents, issues, proceeds and profits accruing and to accrue from said premises, all of which are included within the foregoing description and the addendum hereof. Also all gas, steam, electric, water and other heating, cooking, refrigerating, plumbing, ventilating, irrigating and power systems, appliances, fixtures and appurtenances, including air conditioning ducts, machinery and equipment, which are now or may hereafter pertain to or be used with, in or on said premises, though they be neither detached or detachable.

TOGETHER with all furniture, furnishings, fixtures and equipment contained in or appurtenant to said premises, or which may hereafter from time to time be placed therein, and any substitution or replacement thereof.

TO HAVE AND TO HOLD the same, together with the tenements, hereditaments and appurtenances, unto the said Mortgagee, in fee simple.

AND THE SAID MORTGAGOR does hereby covenant with Mortgagee that said Mortgagor is indefeasibly seized of said land in fee simple; that said Mortgagor has full power and lawful right to convey said land in fee simple as aforesaid; that it shall be lawful for the Mortgagee at all times peaceably and quietly to enter upon, hold and occupy said land; that said land is free and clear of all other and prior liens, assessments, judgments, taxes and encumbrances; that said Mortgagor will make such further assurances to perfect the fee simple title to said land for the Mortgagee as may reasonably be required; and that said Mortgagor does hereby warrant the title to said land and will defend the same against the lawful claims of all persons, whomsoever.

PROVIDED ALWAYS that if the Mortgagor shall pay unto the Mortgagee the sums of money mentioned in said promissory note in the manner as therein specified, and shall pay all other sums provided to be paid by the Mortgage, and shall perform, comply with and abide by each and every stipulation, agreement, condition and covenant of said promissory note and of this mortgage, then this mortgage and the estate hereby created shall cease and be null and void.

AND THE MORTGAGOR does hereby further covenant and agree as follows:

- 1. To pay all and singular the principal and interest and other sums of money payable by virtue of said promissory note and this Mortgage, or either, promptly on the days respectively the same severally come due. In the event the within Mortgage lien is subordinate to a prior existing first mortgage lien or any other lien, then Mortgagor shall forthwith pay off in full such prior obligation or lien, and further be required to provide to Mortgagee such written evidence satisfactory to Mortgagee (i.e., copy of canceled check and satisfaction of lien) of the timely payment of the first or prior mortgage(s) or such other lien covering the Subject Property described herein. Failure to timely pay such obligation(s) and provide such satisfactory evidence shall constitute a default hereunder. The foregoing shall also apply to any association assessments or maintenance charges and the like, if applicable. Such default of the foregoing or any of the covenants and agreements contained herein shall be subject to foreclosure by judicial proceeding and sale of the Property.
- 2. To pay all and singular taxes, assessments, levies, liabilities, obligations and encumbrances of every nature on said described property, each and every, within the time specified in Paragraph 6 below, and if the same shall not be promptly paid, the Mortgagee may, at any time either before or after delinquency, pay the same without waiving or affecting the option to foreclose, or any right hereunder and every payment so made shall bear interest from the date thereof at this note rate.
- 3a. To keep buildings now or hereafter on said land and the fixtures and personal property therein contained insured, in a company or companies approved by the Mortgagee, against loss by fire and windstorm, for the highest insurable value so that the Mortgagee's interest is not subject to co-insurance, and the policy or policies shall be held by and be payable to said Mortgagee, and the Mortgagee shall have the option to receive and apply said payment on account of the indebtedness hereby secured, or permit the Mortgager to receive or use it, or any part thereof, for any purposes without thereby waiving or impairing the equity, lien, or right under and by virtue of this Mortgage and may place and pay for such insurance, or any part thereof, without waiving or affecting the option to foreclose or any right hereunder, and each such payment shall bear interest from date at the rate of 18 percent per annum.

Initial:

- 3b. The mortgagee is hereby authorized to enter upon and to inspect the property at any time during normal business hours during the life of this mortgage
- 4. To permit, commit or suffer no waste, impairment, abandonment or deterioration of said property, or any part thereof, and upon the failure of the Mortgagor to keep the buildings and personal property in good condition or repair, the Mortgagee may demand the immediate repair of said property, or an increase in the amount of security, or the immediate repayment of the debt hereby secured, and the failure of the Mortgagor to comply with said demand
- of the Mortgagee for a period of 15 days, shall constitute a breach of this Mortgage and, at the option of the Mortgagee, immediately mature the entire amount of principal and interest hereby secured, and the Mortgagee, immediately mature the entire amount of principal and interest hereby secured, and the Mortgagee, immediately and without notice, may institute proceedings to forcelose this Mortgage and apply for the appointment of a Receiver, as hereinafter provided.
- 5. To perform, comply with and abide by each and every stipulation, agreement, condition, and covenant in said promissory note and deed set forth.
- 6. To deliver unto the Mortgagee, on or before February 1st of each year, tax receipts evidencing the payment of all lawfully imposed taxes upon the mortgaged property for the preceding calendar year, to deliver to the Mortgagee receipts evidencing the payment of all liens for public improvements within Ninety (90) days after the same shall become due and payable, and to pay or discharge within Ninety (90) days after due date, any and all governmental levies that may be made on the mortgaged property, on this Mortgage or note or in any other way resulting from the mortgage indebtedness secured by this Mortgage. In the alternative, Mortgagee shall have the right to require Mortgagor to pay on the day monthly payments are due under the Note until the Note is paid in full, 1/12th of (a) the yearly taxes and assessments which attain priority over this security interest, and (b) the yearly hazard and, if applicable, flood insurance. Such sums shall be held by Mortgagee and applied in payment of such items when the same become due. Mortgagor shall pay upon demand, therefore, any shortfall as to such items, with any excess sums to be refunded by Mortgagee.
- 7. To pay all and singular the costs, charges and expenses, including lawyer's fees, reasonably incurred or paid at any time by the Mortgagee, because of the failure of the Mortgagor to perform, comply with and abide by each and every stipulation, agreement, condition and covenant of said promissory note and this deed, or either, and every such payment shall bear interest from date at the note rate. Further, to pay all recording costs, documentary stamps and intangible taxes relating hereto, as well as recording costs relating to the Satisfaction or Release hereof.
- 8. That if any action, or proceeding, shall be commenced by any person other than the holder of this Mortgage (except an action to foreclose this Mortgage, or to collect the debt secured thereby) to which action, or proceeding, the holder of this Mortgage is made a party, or in which it shall become necessary to defend, or uphold, the lien of this Mortgage, all sums paid by the holder of this Mortgage for the expense of any litigation to prosecute, or defend, the rights and liens created by this Mortgage (including reasonable counsel fees), shall be paid by the Mortgagor together with the interest thereon, at the note rate, any such sum, and interest thereon, shall be a claim upon said premises, and shall be deemed to be secured by this Mortgage. The sums paid by or incurred by the holder hereof in accordance with the terms of this paragraph, shall be paid by the Mortgagor unto the holder hereof within Thirty (30) days, and the failure or omission of the Mortgagor so to do shall entitle the Mortgage to add such sums to the principal indebtedness of this Mortgage and the note it secures, and/or at its option declare this Mortgage and the note it secures to be in default, thereupon maturing all of the unpaid indebtedness including the sums advanced hereunder.
- 9. That no extension of the time or modification of the terms of payment hereinabove, and no release of any part or parts of the mortgaged premises, even though made without the consent of the Mortgagor shall release, relieve or discharge the Mortgagor from the payment of any of the sums hereby secured but in such event the Mortgagor shall nevertheless be liable to pay such sums according to the terms of such extension or modification unless specifically released and discharged in writing by the Mortgagee; and furthermore, that acceptance of part payment of any installment of the principal or interest, or both, or of part performance of any covenant or delay for any period of time in exercising the option to mature the entire debt, shall not operate as a waiver of the rights to execute such option or act on such default, partial acceptance or any subsequent default.
- 10. Until default in the performance of the covenants and agreements of this Mortgage, the Mortgagor shall be entitled to collect the rents, issues and profits from the premises hereinbefore described, but in case of a default in any of the terms of this Mortgage, of the filling of a bill to foreclose this or any other mortgage encumbering the within described property, the Mortgagee shall immediately and without notice be entitled as a matter of right and without regard to the value of the premises, or solvency or insolvency of the parties, to the appointment of a Receiver of the mortgaged property, both real and personal, and of the rents, issues and profits thereof, with the usual power of Receivers in such cases, and such Receiver may be continued in possession of the said property until the time of the sale thereof, under such foreclosure, and until the confirmation of such sale by the court.
- 11. If foreclosure proceedings should be instituted on any mortgage inferior to this Mortgage or if any foreclosure proceeding is instituted on any lien of any kind, the Mortgagee may at its option immediately or thereafter declare this Mortgage and the indebtedness secured hereby, due and payable. If there is any mortgage

superior to this mortgage, then failure to pay said mortgage when due and in accordance with its terms or failure to abide by the terms of said mortgage shall be deemed a breach of this Mortgage and the Mortgage at its option may immediately or thereafter declare this Mortgage and the indebtedness hereby secured due and payable.

Any payments made to the holder of the said superior mortgage by the holder hereof to prevent a default or acceleration of the said superior mortgage, shall be added to the debt secured hereby and subject to the same terms and conditions as contained in this mortgage or the note hereby secured. The Mortgagor herein hereby agrees to pay the said superior mortgage in accordance with its terms covenanting to keep the same current and paid. Mortgagor hereby grants unto Mortgagee the right to advance such funds necessary to cure any default under the said superior mortgage, such sums so advanced being so secured by the lien provided herein. Any modification of any mortgage superior to this Mortgage or waiver of any principal or interest payments on any note or mortgage superior to this Mortgage shall be deemed a breach of the terms and covenants of this Mortgage and the Mortgagee hereof may at its option declare this Mortgage and the indebtedness secured hereby due and payable.

- 12. That the mailing of a written notice of demand, addressed to the owner of record of the mortgaged premises, directed to the said owner at the last address actually furnished to the Mortgagee, or directed to the said owner at the said mortgaged premises, and mailed by the United States Mails, shall be sufficient notice and demand in any case arising under this instrument and required by the provisions hereof or by law.
- 13. That in the event the Mortgagor should assign the rents of the mortgaged premises or any part thereof without the consent of the Mortgagee, then the entire principal sum secured hereby shall, at the option of the Mortgagee, become immediately due and payable.
- 14. To the extent of the indebtedness of the Mortgagor to the Mortgagee described herein or secured hereby, the Mortgagee is hereby subrogated to the lien or liens and to the rights of the owners and holders thereof of each and every mortgage, lien or other encumbrance on the land described herein which is paid and/or satisfied, in whole or in part, out of the proceeds of the loan described herein or secured hereby, and the respective liens of said mortgages, liens or other encumbrances, shall be and the same and each of them hereby is preserved and shall pass to and be held by the Mortgagee herein, as security for the indebtedness to the Mortgagee herein described or hereby secured, to the same extent that it would have been preserved and would have passed to and been held by the Mortgagee had it been duly and regularly assigned, transferred, set over and delivered unto the Mortgagee by separate deed of assignment notwithstanding the fact that the same may be satisfied and canceled of record, it being the intention of the parties hereto that the same will be satisfied and canceled of record by the holders thereof at or about the time of the recording of this Mortgage.
- 15. If any of the sums of money herein referred to be not promptly and fully paid within five (5) days next after the same severally come due and payable, or if each and every stipulation, agreement, condition and covenant of said promissory note and this mortgage, or either, are not duly performed, complied with and abided by, and aggregate sum mentioned in said Promissory note then remaining unpaid with interest accrued to that time, and all moneys secured hereby, shall become due and payable forthwith, or thereafter, at the option of said Mortgagee, as fully and completely as if all of the said sums of money were originally stipulated to be paid on such day, anything in said note or in this Mortgage to the contrary notwithstanding; and thereupon or thereafter, at the option of said Mortgage, without notice or demand, suit at law or in equity may be prosecuted as if all monies secured hereby had matured prior to its institution.
- 16. That it is the intent hereof to secure payment of said note and obligation whether the entire amount shall have been advanced to the Mortgagor at the date hereof, or at a later date, and to secure any other amount or amounts that may be added to the mortgage indebtedness under the terms of this instrument. The total amount of indebtedness secured hereby may decrease or increase from time to time, but the total unpaid balance so secured at any one time shall not exceed 125% of original principal sum hereof plus interest thereon and any disbursements made for the payment of taxes, levies or insurance on the property covered by the lien of this Mortgage with interest thereon; and this Mortgage shall secure any and all additional or further monies which may be advanced by Mortgagee to the Mortgagor after the date hereof, which future advances of money, if made, shall be evidenced by a note or notes executed by the Mortgagor to the Mortgagee bearing such rate of interest and with such maturities as shall be determined from time to time, but any and all such future advances secured by this Mortgage shall be made not more than ten (10) years after the date thereof. Nothing herein contained shall be deemed an obligation on the part of the Mortgagee to make any future advances.
- 17. That in the event the premises hereby mortgaged, or any part thereof, shall be condemned and taken for public use under the power of eminent domain, the Mortgagee shall have the right to demand that all damages awarded for the taking of or damages to said premises shall be paid to the Mortgagee, its successors or assigns, up to the amount then unpaid on this Mortgage and may be applied upon the payment or payments last payable thereon.
- 18. Transfer of the Property or a Beneficial Interest in Borrower: As used in this Section 18, "Interest in the Property" means any legal or beneficial interest in the Property, including but not limited to, those beneficial interest transferred in a bond for deed, contract for deed, installment sales contract or escrow agreement, the intent of which is the transfer of title by Borrower at a future date to a purchaser.

If all or any part of the Property or any Interest in the Property is sold or transferred (or if Borrower is not a natural person and a beneficial interest in Borrower is sold or transferred) without Lender's prior

written consent and without all sums due Lender being paid in full, all sums secured by this Security Instrument shall become immediately due and payable and shall be subject to immediate foreclosure without notice, same being hereby waived.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is given in accordance with Section 15 within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

- 19. The Mortgagor shall, within five (5) days from written demand by the Mortgagee, execute in such form as shall be required by the Mortgagee, an estoppel certificate and waiver of defenses, duly acknowledged, setting forth the amount of principal and interest unpaid hereunder and the general status of said Mortgage, and the failure of the Mortgagor to make and deliver said estoppel certificate and waiver of defenses within the time aforesaid shall constitute a default and a breach of this Mortgage and shall entitle the holder hereof to declare all of the unpaid principal balance immediately due and payable.
- 20. It is specifically agreed that time is of the essence of this contract and that no waiver of any obligation hereunder or of the obligation secured hereby shall at any time thereafter be held to be a waiver of the terms hereof or of the instrument secured hereby.
- 21. It is understood and agreed that the Mortgagee may at any time, without notice to any person, grant to the Mortgagor any modification of any kind or nature whatsoever, or allow any change or changes, substitution or substitutions of any of the property described in this Mortgage or any other collateral which may be held by the Mortgagee without in any manner affecting the liability of the Mortgagor, any endorsers of the indebtedness, hereby secured or any other person for the payment of said indebtedness together with interest and any other sums which may be due and payable to the Mortgagee, and also without in any manner affecting or impairing the lien of this Mortgage upon the remainder of the property and other collateral which is not changed or substituted; and it is also understood and agreed that the Mortgagee may at any time, without notice to any person, release any portion of the property described in this Mortgage or any other collateral, or any property described in this Mortgage or any portion of any other collateral which may be held as security for the payment of indebtedness hereby secured, either with or without any consideration for such release or releases, without in any manner affecting the liability of the Mortgagor, all endorsers, if any, and all other persons who are or shall be liable for the payment of said indebtedness, without affecting, disturbing or impairing in any manner whatsoever the validity and priority of the lien of this Mortgage for full amount of the indebtedness remaining unpaid, together with all interest and advances which shall become payable, upon the entire remainder of the mortgaged property which is unreleased, and without in any manner affecting or impairing to any extent whatsoever any and all other collateral security which may be held by the Mortgagee. It is distinctly understood and agreed by the Mortgagor and the Mortgagee that any release or releases may be made by the Mortgagee without the consent or approval of any other person or persons whomsoever.
- 23. Acceleration; Remedies: Borrower waives any and all notice requirements and any right to cure for any payment default. For a non-payment default, Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under Section 18 unless Applicable Law provides otherwise). The notice shall specify the default. Borrower shall have 30 days to cure the default and provide proof satisfactory to Lender. If the default is not timely cured, time being of the essence, the loan shall be deemed accelerated and Lender at its option may require immediate payment in full of all sums secured by this Security Instrument without further notice or demand and may foreclose this Security Instrument by judicial proceeding. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this Section 23, including, but not limited to, reasonable attorneys' fees and costs of title evidence.
- 24. That upon payment of all sums secured by this Security Instrument by bank wire, including interest through date such funds actually clear into Mortgagee's account, with Mortgagee diligently depositing such funds for clearance, the Mortgagee herein shall deliver to the Mortgagor a Satisfaction executed in recordable form, and return the original documents herein. The aforesaid Satisfaction shall be delivered by Lender only after clearance of payoff funds. The Mortgagor shall be responsible for recording the said Satisfaction in the county public records.
- SUBSTITUTION OF MORTGAGED PROPERTY. It is agreed that from time to time and with Lender consent, certain properties which comprise a portion of, or all of the Mortgaged Property may be sold, and also other properties may, upon Lender written consent, be purchased by the Mortgager that may be subject to the terms of this Mortgage. Provided there exists no default under this Mortgage, the Promissory Note or other Loan Documents, nor any event which, with the passage of time or notice to Mortgagor would constitute such a default, Mortgagor shall have the right, from time to time, subject to the following terms and conditions, to substitute alternate real property(s) (the "Substitute Property") for the Mortgaged Property (or a portion of the Mortgaged Property), to stand as collateral under this Mortgage, and, upon the Sale of the Mortgaged Property, to receive a release of the Mortgaged Property then standing as collateral, upon completion of such substitution. It is understood and agreed by both Mortgagor and Mortgagee that the following protocol shall govern the purchase



and sale of Real Estate within the Revolving Credit Account as established on January 5, 2022, between Mortgagee and Mortgagor

Upon the purchase of Real Estate, a Funding Directive shall be delivered to Mortgagee by Mortgagor indicating the property address to be purchased, case number, date, dollar amount requested and wiring instruction. The Funding Directive may be delivered by fax or email to Mortgagee and shall also include a fully executed Promissory Note and Mortgage Spreader Agreement. This Promissory Note shall be executed, in accordance with the terms of the Revolving Credit Account Note, for each separate parcel of property, reflecting the property address and terms of payment on that portion of money advanced. Thereafter, the original Promissory Note shall be immediately forwarded to Mortgagee. Funds shall be withdrawn by Mortgagor pursuant to Funding Directive and made payable to Clerk of the Court, Title Company or Attorney's Trust Account in order to facilitate a closing.

Subject to the conditions below, a Spreader Agreement shall be recorded in Public Records adding new property to Mortgage and Security Agreement under the terms of this Mortgage, and, thereafter, an original recorded Mortgage Spreader Agreement shall be immediately forwarded to Mortgagee. Upon the sale of any property which is part of the mortgaged property, the Mortgagee shall within Pive (5) days from request by Mortgagor, fax or email a payoff letter to the Title Company or Attorney ("Closing Agent") handling the Sale, with a faxed or emailed copy to REALTY WHOLESALERS, INC... The Title Company shall disburse funds back into account or accounts as specifically directed in the payoff letter. The Mortgagee shall, within 30 days, execute in recordable form, a Partial Release of Mortgage, releasing said property, and deliver same to the Title Company or attorney for recording in Public Records of the applicable County.

- 26. Cross-default provision: Borrower's default or breach under any Note or Agreement in which Lender has an interest shall be a breach under the Security Instrument and Lender may invoke any of the remedies permitted by the Security Instrument.
- 27. Jury Trial Waiver; The Borrower hereby waives any right to a trial by jury in any action proceeding, claim, or counterclaim, whether in contract or tort, at law or in equity, arising out of or in any way related to this Security Instrument or the Note.

IN WITNESS WHEREOF, the Mortgagor on the day and year first above written, has executed these presents under seal; in the manner prescribed by law.

THIS IS A BALLOON MORTGAGE AND THE FINAL PRINCIPAL PAYMENT OR THE PRINCIPAL BALANCE DUE UPON MATURITY as provided in the corresponding Note IS \$445,186.50 TOGETHER WITH ACCRUED INTEREST, IF ANY, AND ALL ADVANCEMENTS MADE BY THE MORTGAGEE UNDER THE TERMS OF THIS MORTGAGE.

BY- (

Signed, sealed, read and delivered in the presence of:

Realty Wholesalers, Inc. a Florida Corporation

(Sign) Print name; Robert Capellan

Ben Z. Stern, individually and as President

Address: P.O Box 9409

Port Saint Lucie, Florida 34985

Print name: My **Orellanes**

STATE OF FLORIDA

COUNTY OF PALM BEACH

BEFORE ME, the undersigned authority, personally appeared Ben Z. Stern, individually and as President of Realty Wholesalers, Inc., a Florida corporation, personally known to me and known by me to be the person described in and who executed the foregoing mortgage or who produced a Florida's driver's license as identification and did not take an oath. He acknowledged before me that he executed the same for the use and purposes in said instrument set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal this **January 27**, 2023 in the County and State aforesaid.

Notary Public State of Florida Myra Orellanes My Commission HH 200342 Exp. 3/12/2026

Initial:

Exhibit "A"

That portion of Parcel A, according to the VULCAN MATERIALS COMPANY PLAT NO. 2, as recorded in Plat Book 159, Page 36, of the Public Records of Broward County, Florida, described as follows:

Commencing at the Northeast corner of said Parcel A; thence run South 89 degrees 51'45" West (on a plat bearing) 3779.17 feet along the North boundary of said Parcel A; thence run South 00 degrees 08'15" East 994.27 feet to the Point of Beginning; thence continue South 00 degrees 08'15" East 70 feet; thence run South 89 degrees 51 '45" West 130 feet; thence run North 00 degrees 08'15" West 70 feet; thence run North 89 degrees 51 '45" East 130 feet to the Point of Beginning. Said lands situate in the City of Pembroke Pines, Broward County, Florida.

Aka: Lot 44 in Pod E Encantada

Property Address: 1070 SW 191ST LN, PEMBROKE PINES, FL 33029

PCN: 5139-24-03-4360



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

Detail by Entity Name

Florida Limited Liability Company

ART CENTER, LLC

Filing Information

Document Number L00000013465 **FEI/EIN Number** 65-1052388 Date Filed 11/02/2000

State FL

ACTIVE Status

Last Event LC AMENDMENT

08/17/2015 **Event Date Filed**

Event Effective Date NONE

Principal Address

ART CENTER, LLC

20533 BISCAYNE BLVD., #4218

AVENTURA, FL 33180

Changed: 07/18/2001

Mailing Address

ART CENTER, LLC

20533 BISCAYNE BLVD., #4218

AVENTURA, FL 33180

Changed: 07/18/2001

Registered Agent Name & Address

RANDY LEVINE

20533 BISCAYNE BLVD STE 4218

AVENTURA, FL 33180

Name Changed: 07/18/2001

Address Changed: 02/23/2005 Authorized Person(s) Detail

Name & Address

Title MGR

RANDY LEVINE, MGR 20533 BISCAYNE BLVD 4218 AVENTURA, FL 33180

Annual Reports

Report Year	Filed Date
2021	01/31/2021
2022	04/29/2022
2023	01/30/2023

Document Images

01/30/2023 ANNUAL REPORT	View image in PDF format
04/29/2022 ANNUAL REPORT	View image in PDF format
01/31/2021 ANNUAL REPORT	View image in PDF format
01/21/2020 ANNUAL REPORT	View image in PDF format
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08/17/2015 LC Amendment	View image in PDF format
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Detail by Entity Name

Florida Limited Liability Company

MORTGAGEX, LLC

Filing Information

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Status ACTIVE

Last Event LC AMENDMENT

Event Date Filed 08/11/2015
Event Effective Date NONE

Principal Address

120 NIGHTHAWK AVENUE PLANTATION, FL 33324

Changed: 08/11/2015

Mailing Address

120 NIGHTHAWK AVENUE PLANTATION, FL 33324

Changed: 08/11/2015

Registered Agent Name & Address

GRUNSPAN, ALAN M 120 NIGHTHAWK AVENUE PLANTATION, FL 33324

Address Changed: 08/11/2015

<u>Authorized Person(s) Detail</u>

Name & Address

Title MGR

GRUNSPAN, ALAN M 120 NIGHTHAWK AVENUE PLANTATION, FL 33324

Title MGR

GRUNSPAN, HELAINE 120 NIGHTHAWK AVENUE PLANTATION, FL 33324

Annual Reports

Report Year	Filed Date
2021	02/15/2021
2022	03/04/2022
2023	01/24/2023

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Florida Department of State, Division of Corporations

Instr# 117901147 , Page 1 of 8, Recorded 01/31/2022 at 08:52 AM

Broward County Commission

Mtg Doc Stamps: \$7000.00 Int Tax: \$4000.00

This instrument was prepared by: Realty Wholesalers, Inc. 471 Greynolds Circle, Lantana, FL 33462

THIS IS A BALLOON MORTGAGE AND THE FINAL PRINCIPAL PAYMENT OR THE PRINCIPAL BALANCE DUE UPON MATURITY IS \$4,077,711.30 TOGETHER WITH ACCRUED INTEREST, IF ANY, AND ALL ADVANCEMENTS MADE BY THE MORTGAGEE UNDER THE TERMS OF THIS MORTGAGE.

THIS AMENDED AND RESTATED CONSOLIDATED GENERAL MORTGAGE AND SECURITY AGREEMENT REPRESENTS AN AMENDMENT OF THE MORTGAGE(S) REFERENCE BELOW AND NOTE(S) FOR WHICH AFOREMENTIONED MORTGAGE SERVE AS COLLATERAL. THIS MORTGAGE AMENDS, RESTATES AND CONSOLIDATES THE LOANS/MORTGAGES REFERENCE BELOW IN THE AMOUNT OF \$2,077,711.30 FOR WHICH DOCUMENTARY STAMP TAXES AND INTANGIBLE TAXES HAVE PREVIOUSLY BEEN PAID REGARDING THE FOLLOWING MORTGAGES: - Broward County - Instrument # 117628334 (\$213,259.00); Palm Beach - OR BOOK 33035 PG 1396 (\$539,623.50); Palm Beach - OR BOOK 33021 PG 621 (\$286,167.50); Palm Beach - OR BOOK 32971 PG 1016 (\$267,771.50); Palm Beach - OR BOOK 32976 PG 140 (\$174,156.30) - Totaling-\$2,077,711.30

AMENDED AND RESTATED CONSOLIDATED GENERAL MORTGAGE AND SECURITY AGREEMENT (WITH RIGHT OF SUBSTITUTION AND ADDITION OF MORTGAGED PROPERTY)

THIS MORTGAGE, executed this January 5, 2022, between, Realty Wholesalers, Inc., a Florida corporation of 471 Greynolds Circle, Lantana, FL 33462, hereinafter called the Mortgagor, which term as used in every instance shall include the Mortgagor's heirs, executors, administrators, successors, legal representative and assigns, either voluntary by act of the parties, or involuntary by operation of the law, and shall denote the single and/or plural, and the masculine and/or feminine, and natural and/or artificial persons, whenever and wherever the context so requires or admits, Party of the First Part, and GLOBAL FUNDING ASSOCIATES, INC., whose address is 20533 Biscayne Blvd., #4218, Aventura FL 33180 and MORTGAGEX LLC, whose address is 120 Nighthawk Ave, Plantation Fl 33324, their respective legal representatives, successors and/or assigns, hereinafter collectively called the Mortgagee, which term as used in every instance, shall include the Mortgagee's heirs, executors, administrators, successors, legal representatives and assigns, whenever and wherever the context so requires or admits, party of the second part. If the Mortgagee herein is acting as a trustee, then such Mortgagee-trustee shall have full power and authority to protect, conserve, satisfy, sell, lease, encumber or otherwise manage or dispose of the Property described herein as provided by FS 689.071.

WITNESSETH: That for divers good and valuable considerations, and also in consideration of the aggregate sum of Four Million Seventy-Seven Thousand Seven Hundred Seventy-One and 30/100 Dollars (\$4,077,711.30), [of which this document reflects new consideration of \$2,000,000.00] named in the promissory note(s) of even date herewith and the previously executed notes being consolidated hereby, hereinafter described (the term note as hereafter used shall denote the singular, if one note, or the plural, if more than one note, is secured by this mortgage), the



Mortgagor does grant, bargain, sell, alien, remise, release, convey and confirm unto the Mortgagee in fee simple, the following described real estate, of which the Mortgagor is now seized and possessed and in actual possession, encumbering that certain real property situated in Broward, Palm Beach and Miami-Dade Counties, State of Florida, to wit:

See Exhibit "A" Attached hereto and made a part hereof

(hereinafter referred to as the "Property" or the "Mortgaged Property")

THIS IS A PURCHASE MONEY FIRST MORTGAGE.

The above property is not the homestead property of Mortgagor under the laws and Constitution of the State of Florida in that neither Mortgagor nor any member of Mortgagor's household reside thereon. Mortgagor resides at the following residences: **471 Greynolds Circle, Lantana, FL 33462.**

Mortgagee-Trustee shall have the full power and authority to protect, conserve and to sell or to lease or to encumber or otherwise manage or dispose of the real property described herein as provided by FS 689.71.

A conveyance, transfer or exchange of the subject property without the express written consent of the Mortgagee shall entitle the Mortgagee, at its option, to declare immediately due and payable the entire unpaid principal balance of the promissory note hereby secured, anything contained herein or in said promissory note to the contrary notwithstanding.

The mortgagor, without the prior written consent of the mortgagee, shall not further encumber this property by way of mortgage, deed of trust, or any such document in which mortgagor would further encumber this property as collateral for the payment of another debt.

TOGETHER WITH all structures and improvements now and hereafter on said land, and the fixtures attached hereto, and all rents, issues, proceeds and profits accruing and to accrue from said premises, all of which are included within the foregoing description and the addendum hereof. Also all gas, steam, electric, water and other heating, cooking, refrigerating, plumbing, ventilating, irrigating and power systems, appliances, fixtures and appurtenances, including air conditioning ducts, machinery and equipment, which are now or may hereafter pertain to or be used with, in or on said premises, though they be neither detached or detachable.

TOGETHER with all furniture, furnishings, fixtures and equipment contained in or appurtenant to said premises, or which may hereafter from time to time be placed therein, and any substitution or replacement thereof.

TO HAVE AND TO HOLD the same, together with the tenements, hereditaments and appurtenances, unto the said Mortgagee, in fee simple.

AND THE SAID MORTGAGOR does hereby covenant with Mortgagee that said Mortgagor is indefeasibly seized of said land in fee simple; that said Mortgagor has full power and lawful right to convey said land in fee simple as aforesaid; that it shall be lawful for the Mortgagee at all times peaceably and quietly to enter upon, hold and occupy said land; that said land is free and clear of all other and prior liens, assessments, judgments, taxes and encumbrances; that said Mortgagor will make such further assurances to perfect the fee simple title to said land for the Mortgagee as may reasonably be required; and that said Mortgagor does hereby warrant the title to said land and will defend the same against the lawful claims of all persons, whomsoever.

PROVIDED ALWAYS that if the Mortgagor shall pay unto the Mortgagee the sums of money mentioned in said promissory note in the manner as therein specified, and shall pay all other sums provided to be paid by the Mortgage, and shall perform, comply with and abide by each and every stipulation, agreement, condition and covenant of said promissory note and of this mortgage, then this mortgage and the estate hereby created shall cease and be null and void.

AND THE MORTGAGOR does hereby further covenant and agree as follows:

1. To pay all and singular the principal and interest and other sums of money payable by virtue of said promissory note and this Mortgage, or either, promptly on the days respectively the same severally



come due. For each property upon which this Mortgage shall apply, this shall be a first mortgage lien. In the event the within Mortgage lien is subordinate to a prior existing first mortgage lien or any other lien, then Mortgager shall forthwith pay off in full such prior obligation or lien, and further be required to provide to Mortgagee such written evidence satisfactory to Mortgagee (i.e., copy of canceled check and satisfaction of lien) of the timely payment of the first or prior mortgage(s) or such other lien covering the Subject Property described herein. Failure to timely pay such obligation(s) and provide such satisfactory evidence shall constitute a default hereunder. The foregoing shall also apply to any association assessments or maintenance charges and the like, if applicable. Such default of the foregoing or any of the covenants and agreements contained herein shall be subject to foreclosure by judicial proceeding and sale of the Property.

- 2. To pay all and singular taxes, assessments, levies, liabilities, obligations and encumbrances of every nature on said described property, each and every, within the time specified in Paragraph 6 below, and if the same shall not be promptly paid, the Mortgagee may, at any time either before or after delinquency, pay the same without waiving or affecting the option to foreclose, or any right hereunder and every payment so made shall bear interest from the date thereof at this note rate.
- 3a. To keep buildings now or hereafter on said land and the fixtures and personal property therein contained insured, in a company or companies approved by the Mortgagee, against loss by fire and windstorm, for the highest insurable value so that the Mortgagee's interest is not subject to co-insurance, and the policy or policies shall be held by and be payable to said Mortgagee, and the Mortgagee shall have the option to receive and apply said payment on account of the indebtedness hereby secured, or permit the Mortgagor to receive or use it, or any part thereof, for any purposes without thereby waiving or impairing the equity, lien, or right under and by virtue of this Mortgage and may place and pay for such insurance, or any part thereof, without waiving or affecting the option to foreclose or any right hereunder, and each such payment shall bear interest from date at the rate of 18 percent per annum.
- 3b. The mortgagee is hereby authorized to enter upon and to inspect the property at any time during normal business hours during the life of this mortgage
- 4. To permit, commit or suffer no waste, impairment, abandonment or deterioration of said property, or any part thereof, and upon the failure of the Mortgagor to keep the buildings and personal property in good condition or repair, the Mortgagor may demand the immediate repair of said property, or an increase in the amount of security, or the immediate repayment of the debt hereby secured, and the failure of the Mortgagor to comply with said demand of the Mortgagoe for a period of 15 days, shall constitute a breach of this Mortgago and, at the option of the Mortgagoe, immediately mature the entire amount of principal and interest hereby secured, and the Mortgagoe, immediately mature the entire amount of principal and interest hereby secured, and the Mortgagoe, immediately and without notice, may institute proceedings to foreclose this Mortgago and apply for the appointment of a Receiver, as hereinafter provided.
- 5. To perform, comply with and abide by each and every stipulation, agreement, condition, and covenant in said promissory note and deed set forth.
- 6. To deliver unto the Mortgagee, on or before February 1st of each year, tax receipts evidencing the payment of all lawfully imposed taxes upon the mortgaged property for the preceding calendar year, to deliver to the Mortgagee receipts evidencing the payment of all liens for public improvements within Ninety (90) days after the same shall become due and payable, and to pay or discharge within Ninety (90) days after due date, any and all governmental levies that may be made on the mortgaged property, on this Mortgage or note or in any other way resulting from the mortgage indebtedness secured by this Mortgage. In the alternative, Mortgagee shall have the right to require Mortgagor to pay on the day monthly payments are due under the Note until the Note is paid in full, 1/12th of (a) the yearly taxes and assessments which attain priority over this security interest, and (b) the yearly hazard and, if applicable, flood insurance. Such sums shall be held by Mortgagee and applied in payment of such items when the same become due. Mortgagor shall pay upon demand, therefore, any shortfall as to such items, with any excess sums to be refunded by Mortgagee.
- 7. To pay all and singular the costs, charges and expenses, including lawyer's fees, reasonably incurred or paid at any time by the Mortgagee, because of the failure of the Mortgagor to perform, comply with and abide by each and every stipulation, agreement, condition and covenant of said promissory note and this deed, or either, and every such payment shall bear interest from date at the note rate. Further, to pay all recording costs, documentary stamps and intangible taxes relating hereto, as well as recording costs relating to the Satisfaction/Release hereof.

- 8. That if any action, or proceeding, shall be commenced by any person other than the holder of this Mortgage (except an action to foreclose this Mortgage, or to collect the debt secured thereby) to which action, or proceeding, the holder of this Mortgage is made a party, or in which it shall become necessary to defend, or uphold, the lien of this Mortgage, all sums paid by the holder of this Mortgage for the expense of any litigation to prosecute, or defend, the rights and liens created by this Mortgage (including reasonable counsel fees), shall be paid by the Mortgagor together with the interest thereon, at the note rate, any such sum, and interest thereon, shall be a claim upon said premises, and shall be deemed to be secured by this Mortgage. The sums paid by or incurred by the holder hereof in accordance with the terms of this paragraph, shall be paid by the Mortgagor unto the holder hereof within Thirty (30) days, and the failure or omission of the Mortgagor so to do shall entitle the Mortgagee to add such sums to the principal indebtedness of this Mortgage and the note it secures, and/or at its option declare this Mortgage and the note it secures to be in default, thereupon maturing all of the unpaid indebtedness including the sums advanced hereunder.
- 9. That no extension of the time or modification of the terms of payment hereinabove, and no release of any part or parts of the mortgaged premises, even though made without the consent of the Mortgagor shall release, relieve or discharge the Mortgagor from the payment of any of the sums hereby secured but in such event the Mortgagor shall nevertheless be liable to pay such sums according to the terms of such extension or modification unless specifically released and discharged in writing by the Mortgagee; and furthermore, that acceptance of part payment of any installment of the principal or interest, or both, or of part performance of any covenant or delay for any period of time in exercising the option to mature the entire debt, shall not operate as a waiver of the rights to execute such option or act on such default, partial acceptance or any subsequent default.
- 10. Until default in the performance of the covenants and agreements of this Mortgage, the Mortgagor shall be entitled to collect the rents, issues and profits from the premises hereinbefore described, but in case of a default in any of the terms of this Mortgage, of the filing of a bill to foreclose this or any other mortgage encumbering the within described property, the Mortgagee shall immediately and without notice be entitled as a matter of right and without regard to the value of the premises, or solvency or insolvency of the parties, to the appointment of a Receiver of the mortgaged property, both real and personal, and of the rents, issues and profits thereof, with the usual power of Receivers in such cases, and such Receiver may be continued in possession of the said property until the time of the sale thereof, under such foreclosure, and until the confirmation of such sale by the court.
- 11. If foreclosure proceedings should be instituted on any mortgage inferior to this Mortgage or if any foreclosure proceeding is instituted on any lien of any kind, the Mortgagee may at its option immediately or thereafter declare this Mortgage and the indebtedness secured hereby, due and payable. If there is any mortgage superior to this mortgage, then failure to pay said mortgage when due and in accordance with its terms or failure to abide by the terms of said mortgage shall be deemed a breach of this Mortgage and the Mortgagee at its option may immediately or thereafter declare this Mortgage and the indebtedness hereby secured due and payable. Any payments made to the holder of the said superior mortgage by the holder hereof to prevent a default or acceleration of the said superior mortgage, shall be added to the debt secured hereby and subject to the same terms and conditions as contained in this mortgage or the note hereby secured. The Mortgagor herein hereby agrees to pay the said superior mortgage in accordance with its terms covenanting to keep the same current and paid. Mortgagor hereby grants unto Mortgagee the right to advance such funds necessary to cure any default under the said superior mortgage, such sums so advanced being so secured by the lien provided herein. Any modification of any mortgage superior to this Mortgage or waiver of any principal or interest payments on any note or mortgage superior to this Mortgage shall be deemed a breach of the terms and covenants of this Mortgage and the Mortgagee hereof may at its option declare this Mortgage and the indebtedness secured hereby due and payable.
- 12. That the mailing of a written notice of demand, addressed to the owner of record of the mortgaged premises, directed to the said owner at the last address actually furnished to the Mortgagee, or directed to the said owner at the said mortgaged premises, and mailed by the United States Mails, shall be sufficient notice and demand in any case arising under this instrument and required by the provisions hereof or by law.
- 13. That in the event the Mortgagor should assign the rents of the mortgaged premises or any part thereof without the consent of the Mortgagee, then the entire principal sum secured hereby shall, at the option of the Mortgagee, become immediately due and payable.

- 14. To the extent of the indebtedness of the Mortgagor to the Mortgagee described herein or secured hereby, the Mortgagee is hereby subrogated to the lien or liens and to the rights of the owners and holders thereof of each and every mortgage, lien or other encumbrance on the land described herein which is paid and/or satisfied, in whole or in part, out of the proceeds of the loan described herein or secured hereby, and the respective liens of said mortgages, liens or other encumbrances, shall be and the same and each of them hereby is preserved and shall pass to and be held by the Mortgagee herein, as security for the indebtedness to the Mortgagee herein described or hereby secured, to the same extent that it would have been preserved and would have passed to and been held by the Mortgagee had it been duly and regularly assigned, transferred, set over and delivered unto the Mortgagee by separate deed of assignment notwithstanding the fact that the same may be satisfied and canceled of record, it being the intention of the parties hereto that the same will be satisfied and canceled of record by the holders thereof at or about the time of the recording of this Mortgage.
- 15. If any of the sums of money herein referred to be not promptly and fully paid within **five (5)** days next after the same severally come due and payable, or if each and every stipulation, agreement, condition and covenant of said promissory note and this mortgage, or either, are not duly performed, complied with and abided by, and aggregate sum mentioned in said Promissory note then remaining unpaid with interest accrued to that time, and all moneys secured hereby, shall become due and payable forthwith, or thereafter, at the option of said Mortgagee, as fully and completely as if all of the said sums of money were originally stipulated to be paid on such day, anything in said note or in this Mortgage to the contrary notwithstanding; and thereupon or thereafter, at the option of said Mortgage, without notice or demand, suit at law or in equity may be prosecuted as if all monies secured hereby had matured prior to its institution.
- 16. That it is the intent hereof to secure payment of said note and obligation whether the entire amount shall have been advanced to the Mortgagor at the date hereof, or at a later date, and to secure any other amount or amounts that may be added to the mortgage indebtedness under the terms of this instrument. The total amount of indebtedness secured hereby may decrease or increase from time to time, but the total unpaid balance so secured at any one time shall not exceed 125% of original principal sum hereof plus interest thereon and any disbursements made for the payment of taxes, levies or insurance on the property covered by the lien of this Mortgage with interest thereon; and this Mortgage shall secure any and all additional or further monies which may be advanced by Mortgagee to the Mortgagor after the date hereof, which future advances of money, if made, shall be evidenced by a note or notes executed by the Mortgagor to the Mortgagee bearing such rate of interest and with such maturities as shall be determined from time to time, but any and all such future advances secured by this Mortgage shall be made not more than ten (10) years after the date thereof. Nothing herein contained shall be deemed an obligation on the part of the Mortgagee to make any future advances.
- 17. That in the event the premises hereby mortgaged, or any part thereof, shall be condemned and taken for public use under the power of eminent domain, the Mortgagee shall have the right to demand that all damages awarded for the taking of or damages to said premises shall be paid to the Mortgagee, its successors or assigns, up to the amount then unpaid on this Mortgage and may be applied upon the payment or payments last payable thereon.
- 18. Transfer of the Property or a Beneficial Interest in Borrower: As used in this Section 18, "Interest in the Property" means any legal or beneficial interest in the Property, including but not limited to, those beneficial interest transferred in a bond for deed, contract for deed, installment sales contract or escrow agreement, the intent of which is the transfer of title by Borrower at a future date to a purchaser.

If all or any part of the Property or any Interest in the Property is sold or transferred (or if Borrower is not a natural person and a beneficial interest in Borrower is sold or transferred) without Lender's prior written consent and without all sums due Lender being paid in full, all sums secured by this Security Instrument shall become immediately due and payable and shall be subject to immediate foreclosure without notice, same being hereby waived.

19. The Mortgagor shall, within five (5) days from written demand by the Mortgagee, execute in such form as shall be required by the Mortgagee, an estoppel certificate and waiver of defenses, duly acknowledged, setting forth the amount of principal and interest unpaid hereunder and the general status of said Mortgage, and the failure of the Mortgagor to make and deliver said estoppel certificate and waiver of defenses within the time aforesaid shall constitute a default and a breach of this Mortgage and shall entitle the holder hereof to declare all of the unpaid principal balance immediately due and payable.



- 20. It is specifically agreed that time is of the essence of this contract and that no waiver of any obligation hereunder or of the obligation secured hereby shall at any time thereafter be held to be a waiver of the terms hereof or of the instrument secured hereby.
- 21. It is understood and agreed that the Mortgagee may at any time, without notice to any person, grant to the Mortgagor any modification of any kind or nature whatsoever, or allow any change or changes, substitution or substitutions of any of the property described in this Mortgage or any other collateral which may be held by the Mortgagee without in any manner affecting the liability of the Mortgagor, any endorsers of the indebtedness, hereby secured or any other person for the payment of said indebtedness together with interest and any other sums which may be due and payable to the Mortgagee, and also without in any manner affecting or impairing the lien of this Mortgage upon the remainder of the property and other collateral which is not changed or substituted; and it is also understood and agreed that the Mortgagee may at any time, without notice to any person, release any portion of the property described in this Mortgage or any other collateral, or any property described in this Mortgage or any portion of any other collateral which may be held as security for the payment of indebtedness hereby secured, either with or without any consideration for such release or releases, without in any manner affecting the liability of the Mortgagor, all endorsers, if any, and all other persons who are or shall be liable for the payment of said indebtedness, without affecting, disturbing or impairing in any manner whatsoever the validity and priority of the lien of this Mortgage for full amount of the indebtedness remaining unpaid, together with all interest and advances which shall become payable, upon the entire remainder of the mortgaged property which is unreleased, and without in any manner affecting or impairing to any extent whatsoever any and all other collateral security which may be held by the Mortgagee. It is distinctly understood and agreed by the Mortgagor and the Mortgagee that any release or releases may be made by the Mortgagee without the consent or approval of any other person or persons whomsoever.
- 21. Acceleration; Remedies: Borrower waives any and all notice requirements and any right to cure for any payment default. For a non-payment default, Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under Section 18 unless Applicable Law provides otherwise). The notice shall specify the default. If the default is not timely cured within 30 days, time being of the essence, Lender at its option may require immediate payment in full of all sums secured by this Security Instrument without further notice or demand and may foreclose this Security Instrument by judicial proceeding. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this Section 23, including, but not limited to, reasonable attorneys' fees and costs of title evidence.
- 23. That upon payment of all sums secured by this Security Instrument by bank wire, including interest through date such funds actually clear into Mortgagee's account, with Mortgagee diligently depositing such funds for clearance, the Mortgagee herein shall deliver to the Mortgagor a Satisfaction executed in recordable form, and return the original documents herein. The aforesaid Satisfaction shall be delivered by Lender only after clearance of payoff funds. The Mortgagor shall be responsible for recording the said Satisfaction in the county public records.
- SUBSTITUTION OF MORTGAGED PROPERTY. It is agreed that from time to time and with Lender written consent, certain properties which comprise a portion of, or all of the Mortgaged Property may be sold, and also other properties may be purchased by the Mortgagor that may, upon Lender written consent, be subject to the terms of this Mortgage. Provided there exists no default under this Mortgage, the Promissory Note or other Loan Documents, nor any event which, with the passage of time or notice to Mortgagor would constitute such a default, Mortgagor shall have the right, from time to time, subject to written approval from the Mortgagee and the following terms and conditions, to substitute alternate real property(s) (the "Substitute Property") for the Mortgaged Property (or a portion of the Mortgaged Property), to stand as collateral under this Mortgage, and, upon the Sale of the Mortgaged Property, to receive a release of the Mortgaged Property then standing as collateral, upon completion of such substitution. It is understood and agreed by both Mortgagor and Mortgagee that the following protocol shall govern the purchase and sale of Real Estate within the Mortguge Note as established on January 6, 2022, between Mortgagee and Mortgagor. Upon the purchase of Real Estate, a Funding Directive shall be delivered to Mortgagee by Mortgagor indicating the property address to be purchased, case number (if applicable), date, dollar amount requested and wiring instruction. The Funding Directive may be delivered by fax or email to Mortgagee and shall also include a fully executed Promissory Note and Mortgage Spreader Agreement. This Promissory Note shall be executed, in accordance with the terms of the Mortgage Note, for each separate parcel of property, reflecting the property address and terms of payment on that portion of money advanced. Thereafter, the original Promissory Note shall be immediately

forwarded to Mortgagee. Funds shall be withdrawn by Mortgagor pursuant to Funding Directive and made payable to Clerk of the Court, Title Company or Attorney's Trust Account in order to facilitate a closing.

Subject to the conditions below, a Spreader Agreement shall be recorded in Public Records adding new property to Mortgage and Security Agreement under the terms of this Mortgage, and, thereafter, an original recorded Mortgage Spreader Agreement shall be immediately forwarded to Mortgagee. Upon the sale of any property which is part of the mortgaged property, the Mortgagee shall within Five (5) days from request by Mortgagor, fax or email a payoff letter to the Title Company or Attorney ("Closing Agent") handling the Sale, with a faxed or emailed copy to REALTY WHOLESALERS, INC. The Title Company shall disburse funds back into account or accounts as specifically directed in the payoff letter. The Mortgagee shall, within 30 days, execute in recordable form, a Partial Release of Mortgage, releasing said property, and deliver same to the Title Company or attorney for recording in Public Records of the applicable County.

- 25. Cross-default provision: Borrower's default or breach under any Note or Agreement in which Lender has an interest shall be a breach under the Security Instrument and Lender may invoke any of the remedies permitted by the Security Instrument.
- 26. Jury Trial Waiver; The Borrower hereby waives any right to a trial by jury in any action proceeding, claim, or counterclaim, whether in contract or tort, at law or in equity, arising out of or in any way related to this Security Instrument or the Note.

IN WITNESS WHEREOF, the Mortgagor on the day and year first above written, has executed these presents under seal; in the manner prescribed by law.

THIS IS A BALLOON MORTGAGE AND THE FINAL PRINCIPAL PAYMENT OR THE PRINCIPAL BALANCE DUE UPON MATURITY as provided in the corresponding Note IS \$4,077,711.30 TOGETHER WITH ACCRUED INTEREST, IF ANY, AND ALL ADVANCEMENTS MADE BY THE MORTGAGEE UNDER THE TERMS OF THIS MORTGAGE.

Signed, sealed, read and delivered in the presence of:

Realty Wholesalers, Inc. a Florida Corporation

Avra Orellanes

Ben Z. Stern, President

Address: 471 Greynolds Circle Lantana, FL 33462

(Sign) / Control Capellan

STATE OF FLORIDA

)SS:

COUNTY OF PALM BEACH)

BEFORE ME, the undersigned authority, personally appeared Ben Z. Stern, President of Realty Wholesalers, Inc., a Florida corporation, personally known to me and known by me to be the person described in and who executed the foregoing mortgage or who produced a Florida's driver's license as identification and did not take an oath. He acknowledged before me that he executed the same for the use and purposes in said instrument set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal this **January** 5, 2022, the County and State aforesaid.

My Commission Expires:

NOTARY PUBLIC/Print name:



Exhibit A

Situated in Section 14, Township 48 South, Range 41 East, Broward County, Florida, being a portion of Lots 2 and 4, Block C, and Lot 15, Block B, of WOODSIDE VILLAGE SECTION ONE, a Subdivision as recorded in Plat Book 92 at Page 14, of the Public Records of Broward County, Florida, and being more particularly described as follows:

Commence at the Southeast corner of said Lot 15, Block B; thence North 00°58' 41" West, along the Easterly line of 'said WOODSIDE VILLAGE SECTION ONE, a distance of 65.13 feet to the true POINT OF BEGINNING, for the Tract of land herein described; thence North 87° 37' 23" West a distance of 80.37 feet; thence South 47° 20' 35" West, a distance of 43.05 feet; thence North 08° 54' 07" East, a distance of 1.71 feet; thence Northwesterly, on a curve to the left having a radius of 30.00 feet, a central angle of 25° 53' 08", a tangent of 6.89 feet, a chord of 13.44 feet and a chord bearing of North 57° 10' 15" West, an arc distance of 13.55 feet; thence North 25° 03' 51" East, a distance of 32.97 feet; thence North 03° 17' 45" West, a distance of 69.52 feet; thence South 87° 10' 05" East, a distance of 111.84 feet; thence South 00° 58' 41" East, along the Easterly line of said WOODSIDE VILLAGE SECTION ONE, a distance of 76.89 feet to the POINT OF BEGINNING, said land situate, lying and being in the City of Coral Springs, Broward County, Florida.

Parcel Identification Number: 484114-14-0280

Aka

3559 Orchid Drive Coral Springs, Florida 33065

Lot 5, of RESERVE AT SUMMIT, according to the Plat thereof, recorded in Plat Book 120, at Page 79, of the Public Records of Palm Beach County Florida.

Parcel Control Number: 18-42-44-10-35-000-0050

Aka

6011 Snowy Egret Ln. Greenacres, FL. 33415



THIS INSTRUMENT PREPARED BY, AND AFTER RECORDING RETURN TO:

Weintraub & Weintraub P.A. 7700 Congress Ave. Suite 1110 Boca Raton, FL 33487

ASSIGNMENT OF NOTES AND MORTGAGES

THIS ASSIGNMENT OF NOTES AND MORTGAGES ("Assignment") is made this 30th day of June 2022, by GLOBAL FUNDING ASSOCIATES, INC., a Florida corporation ("Assignor") to ART CENTER, LLC, a Florida limited liability company ("Assignee").

BACKGROUND FACTS

WHEREAS, Realty Wholesalers, Inc., a Florida corporation, whose business address is 471 Greynolds Circle, Lantana, FL 33462 (hereinafter called the Mortgagor) has entered into a series of Secured Promissory Notes and Secured Revolving Credit Account Notes resulting in that Amended Secured Revolving Credit Account Notes dated February 18, 2022 (hereafter the "Current Notes" in the principal amount of \$5,077,711.10 with GLOBAL FUNDING ASSOCIATES, (NC., (hereafter "Global" or "Assignor") whose address is 20533 Biscayne Blvd., #4218, Aventura FL 33180 and MORTGAGEX LLC, (hereafter "Mortgagex") whose address is 120 Nighthawk Ave, Plantation Fl 33324.

WHEREAS, Mortgagor has executed a series of an Amended and Restated Consolidated General Mortgage and Security Agreement (With Right of Substitution and Addition of Mortgaged Property) recorded as Instrument 117901147 of the Public Records of Broward County, Florida and amendments thereto resulting in that Amended and Restated Consolidated General Mortgage and Security Agreement (With Right of Substitution and Addition of Mortgaged Property) recorded as Instrument 118028402 of the Public Records of Broward County, Florida.

WHEREAS. Mortgagor has executed a series of Individual Mortgage Notes and Amended Individual Mortgage Notes which are (and in some instances were) secured and collateralized by Individual Spreader Agreements and Amended Individual Mortgage Spreader Agreements encumbering individual properties.

WHEREAS, Global hereby agrees to assign and transfer to ART CENTER, LLC, without recourse, all of its right, title and interest in the Amended and Restated Consolidated General Mortgage and Security Agreement (With Right of Substitution and Addition of Mortgaged Property) recorded as Instrument 117901147 of the Public Records of Broward County, Florida and all amendments thereto resulting in that Amended and Restated Consolidated General Mortgage and Security Agreement (With Right of Substitution and Addition of Mortgaged Property) recorded as Instrument 118028402 of the Public Records of Broward County, Florida and the Individual Mortgage Notes and Amended Individual Mortgage Notes which are (and in some instances were) secured and collateralized by Individual Spreader Agreements and Amended Individual Mortgage Spreader Agreements encumbering individual properties.

WHEREAS. Assignor owns and holds an undivided 50% interest together with Mortgagex, which owns the remaining undivided 50% interest in each Note and Mortgage (Spreader and Individual, original and amended) as described herein.

WHEREAS, in connection with the various Notes and Mortgages described above and those additional Notes and Mortgages to be executed in the future, Mortgagor, Global and Mortgagex entered into an Escrow Agreement and Amended Escrow Agreement with Weintraub & Weintraub P.A. for the purposes of implementing the various loans and arranging for disbursements and payoffs of individual property mortgages pursuant to the Notes and Mortgages.

WHEREAS, Mortgagex's and Assignec's interest and priority in any instrument affected by this Assignment, including but not limited to each Note and Mortgage (Spreader and Individual, original and amended) as described herein shall remain unchanged and unimpaired by this Assignment.

WHEREAS. Assignor has agreed to assign to Assignee, without recourse, all of its right, title and interest into and under the Note and Mortgage.

NOW, THEREFORE, for and in consideration of the sum of ten and no/100 (\$10.00) dollar, and other good and valuable consideration paid by Assignee at the time of execution hereof, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

- 1. <u>Background Facts.</u> The background facts as set forth above are agreed to be true and correct and incorporated herein by this reference. Assignor owns and hold an undivided 50% in each Note and Mortgage (Spreader and Individual Notes and Mortgages).
- Assignment. Effective June 30, 2022, Assignor does hereby grant, bargain, sell, assign, transfer and set over unto Assignee, without recourse, all of Assignor's right, title, interest, claim and demand in and to the General Mortgage and Security Agreement (With Right of Substitution and Addition of Mortgaged Property) recorded as Instrument 117901147 of the Public Records of Broward County, Fiorida and all amendments thereto resulting in that Amended and Restated Consolidated General Mortgage and Security Agreement (With Right of Substitution and Addition of Morigaged Property) recorded as Instrument 118028402 of the Public Records of Broward County, Florida and the Individual Mortgage Notes and Amended Individual Mortgage Notes which are (and in some instances were) secured and collateralized by Individual Spreader Mortgage Agreements and Amended Individual Mortgage Spreader Agreements (collectively referred to as "Notes and Mortgages") encumbering individual properties within Broward and Palm Beach Counties, Florida, together with all moneys, principal and interest, due and to become due thereon, and all rights, remedies and incidents thereunto belonging and all rights regarding the Escrow Agreement and Amended Escrow Agreement referenced above. A true and correct copy of the current schedule of Amended and Restated Consolidated General Mortgage and Security Agreement (With Right of Substitution and Addition of Mortgaged Property) and Amended Individual Mortgage Notes which are secured and collateralized by Amended Individual Mortgage Spreader Agreements encumbering individual properties is attached hereto as Exhibits 1, 2 and 3.
- 3. <u>Assignor's Covenants and Warranties</u>. Assignor does hereby warrant and represent to, and covenant and agree with Assignee; that Assignor is the sole legal, beneficial, equitable and record owner of Assignor's interest in the Notes and Mortgages described herein and in Exhibits 1, 2 and 3 hereof; that it has executed no release discharge, amendment, satisfaction or cancellation of the Notes and Mortgages; and that the Notes and Mortgages are free and clear of all liens, restrictions, claims,

pledges and encombrances whatsoever and that Assignor has full and complete right, power and authority to execute this Assignment in favor of Assignee.

- 4. <u>Limitations on Covenants and Warranties</u>. Assignor and Assignee, by their acceptance hereof, specifically acknowledge that except as set forth herein, all of the above instruments are assigned WITHOUT RECOURSE AND WITHOUT WARRANTIES OR REPRESENTATIONS OF ANY KIND. WHETHER EXPRESS OR IMPLIED. ORAL OR WRITTEN.
- 5. All rights and privileges of Assignor are hereby assigned and transferred to Assignee and Mortgagor acknowledges that Assignee is stepping into the shoes of Assignor whether described herein or not.
- 6. Nothing in this assignment is intended to nor shall it be deemed to alter, modify or in any way affect the existence, priority and dignity of any instrument affected by this Assignment, including but not limited to any note, mortgage or guarantee, or any other loan document executed by Realty Wholesaiers, Inc., and Ben Stern, respectively, in favor of Assignor/Assignee and Mortgagex, LLC.
- 7. In the event that any additional documents or actions are required in order to fulfill the purpose and intent of this Assignment, the parties shall cooperate in good faith and shall take reasonable steps necessary to accomplish same.
- 8. <u>Successors and Assigns.</u> This Assignment shall be binding upon and shall inure to the benefit of the parties hereto, their respective legal representatives, successors in title and assigns.
- 9. <u>Severability</u>. In the event any provision of this Assignment is held to be invalid or unenforceable, such invalidity or unenforceability shall not affect the validity or enforceability of any other provision hereof.

SIGNATURES AND ACKNOWLEDGEMENT APPEAR ON FOLLOWING PAGES

ASSIGNOR-	ASSIGNEE-
GLOBAL FUNDING ASSOCIATES, INC.	ART CENTER, LLC
By: for Dans	By: Jary Hank
Randy Levine, President	Randy Levine, Manager
STATE OF FLORIDA))SS: COUNTY OF PALM BEACH)	
BEFORE ME, the undersigned authority, perso FUNDING ASSOCIATES, INC., a Florida c be the person described in and who executed the	nally appeared Randy Levine, as President of GLOBAL orporation, personally known to me and known by me to e foregoing mortgage or who produced a Florida's driver's h. He acknowledged before me that he executed the same orth.
IN WITNESS WHEREOF, I have hereunto set the County and State aforesaid.	my hand and affixed my official scal this June 30, 2022 in
My Commission Expires:	NOTARY PUBLIC/Print name:
	The second secon
STATE OF FLORIDA))SS:	Fig. 2 (b) Notary Pount State of Fibrica 20 III 46 Commission = =1 146162 Vor Fibr Av Comm. Fiornes (vol. 12, 2025) Sonded through National Motary, Asso
COUNTY OF PALM BEACH)	Frankline College and Beautiful and Beautiful and Beautiful and Beautiful and Beautiful and College an
ART CENTER, LLC, a Florida limited liabil to be the person described in and who executed the	onally appeared Randy Levine, Trustee as Manager of lity company, personally known to me and known by me he foregoing mortgage or who produced a Florida's driver's he acknowledged before me that he executed the same orth.

NOTARY PUBLIC Print pame:

AFOR SOUR MANAGEMENT AND A SOUR MANAGEMENT A

IN WITNESS WHEREOF, i have hereunto set my hand and affixed my official seal this June 30, 2022 in

the County and State aforesaid.

My Commission Expires:

CONSENTS TO ASSIGNMENT

BY BORROWER -

REALTY WHOLESALERS, INC.

A Florida corporation

Ben Stern, President

Ben Stern, a single man

STATE OF FLORIDA

)SS:

)

COUNTY OF PALM BEACH)

BEFORE ME, the undersigned authority, personally appeared Ben Z. Stern, individually and as President of Realty Wholesalers, Inc., a Florida corporation, personally known to me and known by me to be the person described in and who executed the foregoing mortgage or who produced a Florida's driver's license as identification and did not take an oath. He acknowledged before me that he executed the same for the use and purposes in said instrument set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal this June 30, 2022 in the County and State aforesaid.

My Commission Expires:

Notary Public State of Florida Myra Orellanes My Commission MH 200342 Exp. 3/12/2026 MULTA Callands

BY CO-LENDER- MORTGAGEX LLC

Mortgagex, LLC consents to the extent that its [and Assignce's] interest and priority in each instrument affected by this Assignment, including but not limited to each Note, Mortgage (Spreader and Individual, original and amended) as described in the Assignment shall remain unchanged and unimpaired by this Assignment and that no further assignments shall occur without the express written consent of Mortgagex, LLC.

Alan Grunspan By:		
Alan Grunspan, Co-Manager		
STATE OF FLORIDA)	
COUNTY OF HILLSBOROUGH) SS:)	

The foregoing instrument was acknowledged before me by means of [] physical presence or [] X] online notarization, this 4th day of August, 2022, by Alan Grunspan, as Co-Manager of Mortgagex, LLC, a Florida limited liability company, on behalf of the company. He is personally known to me and to be the person described in and who executed the foregoing mortgage and he did not take an oath. He acknowledged before me that he executed the same for the use and purposes in said instrument set forth.

Notary Public - State of Florida

Print Name: Teresa Jimenez

My Commission Expires: January 27, 2026

[Affix Notary Seal]

177853. Jackinez
Bookey Public - State of Horida
Commission 6 et 2 (2752)
Joy Comm. Suptro Jon 77 2026

Consent as to Assignment

BY ESCROW AGENT -CLO	sing agent/ weintraub & weintraub, P.a
MAL	
By: YVV	
Peter B. Weintraub, Esq.,	, Senior Partner
y de second	
STATE OF FLORIDA)
)SS:
COUNTY OF PALM BEACH)

BEFORE ME, the undersigned authority, personally appeared Peter B. Weintraub of Weintraub & Weintraub P.A. personally known to me and known by me to be the person described in and who executed the foregoing mortgage or who produced a Florida's driver's license as identification and did not take an oath. He acknowledged before me that he executed the same for the use and purposes in said instrument set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal this June 30, 2022 in the County and State aforesaid.

My Commission Expires:

NOTARY PUBLIC/Print name

Thung Vea

EXHIBIT I MASTER SPREADER MORTAGES

- Amended and Restated Consolidated General Mortgage and Security Agreement (With Right of Substitution and Addition of Mortgaged Property) - Instrument 117901147 of the Public Records of Broward County, Florida
- Amended and Restated Consolidated General Mortgage and Security Agreement (With Right of Substitution and Addition of Mortgaged Property) - Instrument 118028402 of the Public Records of Broward County, Florida

EXHIBIT 2- BROWARD COUNTY MORTGAGES

1. Individual Mortgage Spreader Agreement-Instrument 117928269 of the Public Records of Broward County, Florida regarding:

Let 26, Block 17, LLOYD ESTATES, according to the Plat thereof, as recorded in Plat Book 25, Page 47 of the Public Records of Broward County, Florida

AKA: 3331 NW 6th Ave, Oakland Park, FL 33309

PCN: 4942-22-09-3180

2. Individual Mortgage Spreader Agreement- Instrument 118011241 of the Public Records of Broward County, Florida regarding:

A portion of Parcel A, CRYSTAL VIEW TOWNHOMES PLAT NO. 3, according to the Plat thereof, as recorded in Plat Book 115, at Page 6, of the Public Records of Broward County, Florida, being more particularly described as follows:

Commence at the most Westerly corner of Parcel A as shown on said Piat; thence North 73°57'25" East for a distance of 725.26 feet to the Point of Beginning; thence North 02°09'42" West for a distance of 85.00 feet; thence North 87°50'17" East for a distance of 30.00 feet; thence South 02°09'44" East for a distance of 85.00 feet; thence South 87°50'17" West for a distance of 30.00 feet to the Point of Beginning. Also known as Lot 74 of Eastridge.

AKA: 4130 Eastridge Circle, Deerfield Beach, FL 33964

PCN: 4842-14-28-0740

3. Individual Mortgage Spreader Agreement- Instrument 118103457 of the Public Records of Broward County, Florida regarding:

Lot 13, in Block 19 of "ORIOLE ESTATES, SECTION 3", according to the plat thereof, as recorded in Plat Book 58, Page 36, of the Public Records of Broward County, Florida.

AKA: 3920 NW 36th Way, Lauderdale Lakes, FL 33309

PCN: 4942-19-10-035

4. Individual Mortgage Spreader Agreement-Instrument 118028402 of the Public Records of Broward County, Florida regarding:

Lot 18, Block 16 of HOLIDAY VILLAGE SECTION THREE, according to the Plat thereof as recorded in Plat Book 65, Page(s) 2, of the Public Records of Broward County, Florida.

AKA: 4261 NW 21st St., Ft. Lauderdale, FL 33313

PCN: 4941-25-08-0020

5. Individual Mortgage Spreader Agreement Instrument)18093682 of the Public Records of Broward County, Florida regarding:

Lot 18, Block 7, PALM AIRE AT COCONUT CREEK SECTION I, according to the plat thereof, as recorded in Plat Book 89, Page 36, of the Public Records of Broward County, Florida.

AKA: 4904 SW 11th Place, Margate, FL 33068

PCN: 4942-06-19-1080

6. Individual Mortgage Spreader Agreement- Instrument 118106457 of the Public Records of Broward County, Florida regarding:

Lot 1, Block 58, of THE MEADOWS OF MIRAMAR PHASE TWO, according to the plat thereof, as recorded in Plat Book 116, Page 1 of the Public Records of Broward County, Florida.

AKA: 3300 SW 96th Terrace, Miramar, FL 33025

PCN: 5141-29-05-0580

7. Individual Mortgage Spreader Agreement-Instrument 118173252 of the Public Records of Broward County, Florida regarding:

Lot 24, Block 47, THE VILLAGES OF HILLSBORO SECTION ONE, according to the Plat thereof, as recorded in Plat Book 101, Page 23 of the Public Records of Broward County, Florida

AKA: 4138 NW 1st Drive, Deerfield Beach, FL 33442

PCN: 4742-33-02-1130

EXHIBIT 3- PALM BEACH COUNTY MORTGAGES

1. Individual Mortgage Spreader Agreement- O.R. Book 32976 Page 140, of the Public Records of Palm Beach County, Florida regarding:

Lot 10, Block 4 of DELRAY BEACH HEIGHTS, according to the Plat thereof, as recorded in Plat Book 25, at Page 186, of the Public Records of Palm Beach County, Florida.

AKA: 809 SW 10th Ave., Delray Beach, FL 33444

PCN: 12-43-46-20-04-004-0100

2. Individual Mortgage Spreader Agreement- O.R. Book 33325 Page 333, of the Public Records of Palm Beach County, Florida regarding:

Lot 309 of PLAT NO. 2 PALM BEACH NATIONAL GOLF AND COUNTRY CLUB ESTATES, according to the Plat thereof, recorded in Plat Book 27, Page 152, of the Public Records of Palm Beach County, Florida.

AKA: 7077 Oakmont Dr., Lake Worth, FL 33467

PCN: 00-42-44-21-01-900-3090

3. Individual Mortgage Spreader Agreement- O.R. Book 33376 Page 354, of the Public Records of Palm Beach County, Florida regarding:

Lot 40, Part 2 of BILTMORF. TERRACE subdivision, according to the plat thereof on file in the office of the clerk of the Circuit Court in and for Palm Beach County, Florida, recorded in Plat Book 24, Page 145.

AKA: 4919 Palm Way, Lake Worth, FL 33463

PCN: 00-42-45-12-01-002-0409

4. Individual Mortgage Spreader Agreement- O.R. Book 33512 Page 164, of the Public Records of Palm Beach County, Florida regarding:

Lot 205, Block 4, FLORAL LAKES PHASES THREE AND FOUR, according to the plat thereof, as recorded in Plat Book 84, Page 189, of the Public Records of Palm Beach County, Florida.

AKA: 6057 Heliconia Road, Delray Beach, FL 33484

PCN: 00-42-46-22-24-004-2050

 Individual Mortgage Spreader Agreement- O.R. Book 33530 Page 1224, of the Public Records of Palm Beach County, Florida regarding:

Lot 31, Block H, of COCO WOOD LAKES - SECTION 2, according to the plat thereof as recorded in Plat Book 36, Page(s) 89 and 90, of the Public Records of Palm Beach County, Florida.

AKA: 6360 Moonstone Way, Delray Beach, FL 33484

PCN: 00-42-46-15-17-008-0310

6. Individual Mortgage Spreader Agreement- O.R. Book 33524 Page 688, of the Public Records of Palm Beach County, Florida regarding:

Lot 26 of BAYWINDS R.P.D. PLAT NO. 12, according to the plat thereof, as recorded in Plat Book 100, page 132, of the public Records of Palm Beach County, Florida.

AKA: 9542 Sandpiper Lane, West Palm Beach, FL 33411

PCN: 74-42-43-19-14-000-0260

 Individual Mortgage Spreader Agreement- O.R. Book 33609 Page 1131, of the Public Records of Palm Beach County, Florida regarding:

Lot 68, REPLAT OF GOLF COLONY A PART OF PIPERS GLEN, A P.U.D., according to the plat thereof, as recorded in Plat Book 62, at Page 73, of the Public Records of Palm Beach County, Florida.

AKA: 6215 Golf Villas Dr., Boynton Beach, FL 33437

PCN: 00-42-46-03-03-000-0680

 Individual Mortgage Spreader Agreement- O.R. Book _* Page __*_, of the Public Records of Palm Beach County, Florida regarding:

Lot 5, Block 14, PALM BEACH COLONY, REPLAT OF SECTION 2, according to the Plat thereof on file in the office of the Clerk of Circuit Court (Public Records) in and for Palm Beach County, Florida as recorded in Plat Book 28, Page 211

AKA: 855 Azalea Dr., Royal Palm Beach, 33411-3402

PCN: 72-41-43-35-02-014-0050

* This Individual Mortgage Spreader Agreement has been executed but not recorded as of the date of this Assignment to pending judicial activity regarding the foreclosure sale which is delaying the issuance of the Certificate of Title in Mortgagor's name in the case styled: Bayview Loan Servicing, LLC v Gillespie, CASE NO.: 502018CA004104XXXXMB. Upon issuance of the Certificate of Title in favor of Mortgagee, the Individual Mortgage Spreader Agreement shall be recorded and this Assignment shall apply to such recording.



339 Sixth Ave, Suite 1400 Pittsburgh, PA 15222 Web: www.grantstreet.com
E-mail: <u>TitleExpress@grantstreet.com</u>

Phone: (412) 391-5555

At the request of the County Tax Collector for Broward County, FL, a search has been made of the Public Records for the following described property:

 Parcel ID
 Alt. Key
 Property Address

 5139 24 03 4360
 546707
 1070 SW 191 LN

PEMBROKE PINES 33029

Legal Description

That portion of Parcel A, according to the Vulcan Materials Company PLAT No. 2, as recorded in Plat Book 159, Page 36, of the Public Records of Broward County, Florida, described as follows: Commencing at the Northeast corner of said Parcel A; thence run South 89 degrees 51' 45 " West (on a plat bearing) 3779.17 feet along the North boundary of said Parcel A; thence run South 00 degrees 08' 15" East 994.27 feet to the Point of Beginning; thence continue South 00 degrees 08' 15" East 70 feet; thence run South 89 degrees 51' 45" West 130 feet; thence run North 00 degrees 08' 15" West 70 feet; thence run North 89 degrees 51' 45" East 130 to the Point of Beginning. a/k/a Lot 44 in Pod E Encantada.

Other Parcel Info

Certificate # Assessed Value Homestead? Mobile Home? Bankruptcy?

2020 - 15056 \$528,090 No No Yes

Owner of Record on Current Tax Roll
ISATOU PROPERTIES INVESTMENT LLC

Billing Name & Address

1070 SW 191 LN PEMBROKE PINES FL 33029

PROPERTY INFORMATION REPORT

This Property Information Report has been prepared in accordance with the requirements of Florida Statutes, Sections 197.502(4) and (5), and satisfies the minimum standards set forth in the Florida Administrative Code, Chapter 12D-13.061.

This report 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 is limited to the amount paid for this report, and is further limited to the person(s) expressly identified by name as the recipient(s) of the report.

Report Date: 02/10/2023 Search covers 20 years through: 01/31/2023

David Faith
Title Examiner

General Examiner Comments:

APPARENT TITLE HOLDER

Name & Address of Record ISATOU PROPERTIES INVESTMENT LLC 1070 SW 191 LANE PEMBROKE PINES FL 33029 ISATOU DAVIS, REGISTERED AGENT O/B/O ISATOU PROPERTIES INVESTMENT LLC 1070 SW 191 LANE PEMBROKE PINES FL 33029 Examiner Comments Quit Claim Deed Inst:115183626 Sunbiz Owner

Related Documents (for Reference)

Warranty Deed Bk:32307 Pg:1122

MORTGAGE HOLDER

Name & Address of Record	Document	Examiner Comments
MEIR NAVE C/O CAPITAL MANAGEMENT & SERVICING, INC. PO BOX 950 FORT LAUDERDALE FL 33302	Mortgage Inst:116386624	

Related Documents (for Reference)

Assignment of Lease and Rents Inst:116386625

LIEN HOLDER

Name & Address of Record	Document	Examiner Comments
GREEN CORRIDOR PROPERTY ASSESSMENT CLEAN ENERGY (PACE) DISTRICT	Agreement Inst:115709809	No address found on document.
	Addendum to Agreement Inst:115782430	
YGRENE ENERGY FUND FLORIDA, LLC 2100 SOUTH MCDOWELL BLVD PETALUMA CA 94954	Agreement Inst:115709809	

Name & Address of Record	Document	Examiner Comments
YGRENE ENERGY FUND FLORIDA, LLC 3390 MARY STREET # 124 MIAMI FL 33133	Addendum to Agreement Inst:115782430	
MEIR NAVE DAVID R. ROY, P.A. 4209 N. FEDERAL HWY. POMPANO BEACH FL 33064	Lis Pendens Inst:116860360	
5950 SBA LOAN I, LLC	Final Judgment of Foreclosure Inst:117934051	No address found on document. No Sunbiz record found.
MICHAEL S. HOFFMAN HOFFMAN, LARIN AND AGNETTI P.A. 909 NORTH MIAMI BEACH BOULEVARD SUITE 201 NORTH MIAMI BEACH FL 33162	Order Inst:118526815	
SHAUN M. ZACIEWSKI 175 SW 7TH STREET, SUITE 1611 MIAMI FL 33130	Order Inst:118644381	

Related Documents (for Reference)

None found.

OTHER PARTIES

Name & Address of Record	Document	Examiner Comments
ENCANTADA AT PEMBROKE PINES COMMUNITY ASSOCIATION, INC. C/O THE MELONI LAW FIRM 1701 NE 164TH STREET SUITE 303 MIAMI FL 33162-4018	Sunbiz HOA	
EDOARDO MELONI ESQ., REGISTERED AGENT O/B/O ENCANTADA AT PEMBROKE PINES COMMUNITY ASSOCIATION, INC. 1701 NE 164TH STREET, SUITE 303 NORTH MIAMI BEACH FL 33162-4018	Sunbiz HOA	

Related Documents (for Reference)

None found.

OTHER DOCUMENTS

File Name

49672PA.pdf

BKRDocket.pdf

Instr# 115183626 , Page 1 of 1, Recorded 07/05/2018 at 03:29 PM

Broward County Commission Deed Doc Stamps: \$0.70

Parcel Identification No: 513924034360
This Instrument Prepared By
and Return to:
U.S. Title & Escrow Inc.
2715 East Oakland Park Boulevard
Fort Lauderdale, Florida 33306

OUITCLAIM DEED

This Quitclaim Deed, made this 2nd day of July, 2018, between Isatou Davis, a single woman, whose address is 1070 SW 191 Lane, Pembroke Pines, FL 33029, Grantor, and Isatou Properties Investment LLC, a Florida Limited Liability Co., whose address is 1070 SW 191 Lane, Pembroke Pines, FL 33029, Grantee.

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

That portion of Parcel A, according to the VULCAN MATERIALS COMPANY PLAT NO. 2, as recorded in Plat Book 159, Page 36, of the Public Records of Broward County, Florida, described as follows:

Commencing at the Northeast corner of said Parcel A; thence run South 89 degrees 51'45" West (on a plat bearing) 3779.17 feet along the North boundary of said Parcel A; thence run South 00 degrees 08'15" East 994.27 feet to the Point of Beginning; thence continue South 00 degrees 08'15" East 70 feet; thence run South 89 degrees 51'45" West 130 feet; thence run North 00 degrees 08'15" West 70 feet; thence run North 89 degrees 51'45" East 130 feet to the Point of Beginning. Said lands situate in the City of Pembroke Pines, Broward County, Florida.

a/k/a Lot 44 in Pod E Encantada

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, lien, equity and claim whatsoever of Grantor, either in law or equity, for the use, benefit and profit of the said Grantee forever.

IN WITNESS WHEREOF, the Grantor has hereunto set his/her hand and seal the day and year first above written.

Signed, sealed and delivered in our presence:

Witness #1 Signature

Witnes

Fred Senesi

Witness #1 Printed Name

ALEJANDRA SALÁZAR

Witness #2 Printed Name

STATE OF FLORIDA COUNTY OF Broward

The foregoing instrument was acknowledged before me this 2nd day of July, 2018, by Isatou Davisa a single woman who is personally known to me or who has produced _______ as identification.

SEAL

My Commission

ALEJANDRA SALAZAR
Commission # FF 138399
My Commission # Expires
July 10, 2018

1

Notary Sig

Is<u>atou Davi</u>s

Printed Notary Signature



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

Detail by Entity Name

Florida Limited Liability Company
ISATOU PROPERTIES INVESTMENT LLC

Filing Information

Document Number L18000155483
FEI/EIN Number APPLIED FOR
Date Filed 06/25/2018
Effective Date 06/25/2018

State FL

Status ACTIVE

Last Event REINSTATEMENT

Event Date Filed 11/02/2022

Principal Address

1070 SW 191 LANE

PEMBROKE PINES, FL 33029

Mailing Address

1070 SW 191 LANE

PEMBROKE PINES, FL 33029

Registered Agent Name & Address

DAVIS, ISATOU

1070 SW 191 LANE

PEMBROKE PINES, FL 33029

Name Changed: 02/10/2020

<u>Authorized Person(s) Detail</u>

Name & Address

Title MGR

ISATOU, DAVIS 1070 SW 191 LANE

PEMBROKE PINES, FL 33029

Annual Reports

Report Year	Filed Date
2020	02/10/2020
2021	11/02/2022

2022 11/02/2022 **Document Images** 11/02/2022 -- REINSTATEMENT View image in PDF format 02/10/2020 -- REINSTATEMENT View image in PDF format 06/25/2018 -- Florida Limited Liability View image in PDF format

Florida Department of State, Division of Corporations

OR BK 32307 PG 1122

RECORDED 11/81/2001 10:54 AM COMMISSION ard county DOC STMP-D DEPUTY CLERK 1929

Instrument prepared by and return to: Deborah A. Pearson U.F.C. Title Insurance Agency, Inc. 7777 Glades Road, Suite 410 Boca Raton, Florida 33434

Property Appraisers parcel ID # Grantees S.S. #

THIS SPECIAL WARRANTY DEED Made the 25th day of October by LEVITT HOMES INCORPORATED, A DELAWARE CORPORATION having its principal place of business at 7777 Glades Road Suite 410, Boca Raton, Florida 33434 hereinafter called the grantor, to ISATOU DAVIS, a single woman

whose Post Office Address is hereinafter called the grantee: 1070 SW 191ST LANE, PEMBROKE PINES, FLORIDA 33029

(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 the comporation.)

WITNESSETH: That the grantor, for and in consideration of the sum of \$10.00 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, viz:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF.

SUBJECT to Declaration of Restrictions and Protective Covenants recorded in Official Records Book 26578 at Page 870 in the Public Records of Broward County, Florida.

FURTHER SUBJECT TO restrictions, easements and limitations of record, taxes for the year 2001, and all subsequent years, and to all valid zoning ordinances, if any.

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 grantor hereby covenants with said grantee that the grantor is lawfully seized of said land in fee simple; that the grantor has good right and lawful authority to sell and convey said land, and hereby warrants the title to said land and will defend the same against the lawful claims of all persons claiming by, through or under the said grantor.

IN WITNESS WHEREOF, the said grantor has hereunto set his hand and seal the day and year first above written.

Signed, sealed and delivered in the presence of:

LEVITT HOMES INCORPORATED

Witness signature as to grantor:

h Stein

STATE OF FLORIDA COUNTY OF PALM BEACH Alfred G. West, Senior Vice President 7777 Glades Road, Suite 410 Boca Raton, Florida 3343

Before me, the undersigned authority, personally appeared this day Alfred G. West, Senior Vice President of Levitt Homes Incorporated, a Delaware Corporation, and he acknowledged to and before me that he executed the same under the seal of the Corporation and as the act and deed of said Corporation. He is personally known to me.

Witness my hand and official seal in the County and State last aforesaid this 25th day of A.D. 2001.



EXHIBIT "A"

That portion of Parcel A, according to the VULCAN MATERIALS COMPANY PLAT NO. 2, as recorded in Plat Book 159, Page 36, of the Public Records of Broward County, Florida, described as follows:

Commencing at the Northeast corner of said Parcel A; thence run South 89 degrees 51'45" West (on a plat bearing) 3779.17 feet along the North boundary of said Parcel A; thence run South 00 degrees 08'15" East 994.27 feet to the Point of Beginning; thence continue South 00 degrees 08'15" East 70 feet; thence run South 89 degrees 51'45" West 130 feet; thence run North 00 degrees 08'15" West 70 feet; thence run North 89 degrees 51'45" East 130 feet to the Point of Beginning.

Said lands situate in the City of Pembroke Pines, Broward County, Florida.

a/k/a Lot 44 in Pod E Encantada

Instr# 116386624 , Page 1 of 12, Recorded 03/03/2020 at 11:15 AM

Broward County Commission

Mtg Doc Stamps: \$980.00 Int Tax: \$560.00

This instrument prepared by: Southeast Florida Lawyers Title, Inc. David R. Roy, Esq. 4209 N. Federal Hwy. Pompano Beach, FL 33064 File No. 20-PB-020

THIS IS A BALLOON MORTGAGE AND THE FINAL PRINCIPAL PAYMENT OR THE PRINCIPAL BALANCE DUE UPON MATURITY IS \$280,000.00, TOGETHER WITH INTEREST, IF ANY, AND ALL ADVANCEMENTS MADE BY THE MORTGAGEE UNDER THE TERMS OF THIS MORTGAGE.

[Space Above This Line For Recording Data]

MORTGAGE

THIS MORTGAGE ("Mortgage") is given on this 26 day of February, 2020. The Mortgagor is Isatou Properties Investment, LLC, a Florida limited liability company, whose address is 1070 SW 191st Lane, Pembroke Pines, FL 33029, (hereafter referred to as the "Borrower" or "Mortgagor"). This Mortgage is given to Meir Nave, and his successors and/or assigns, whose address is c/o Capital Management & Servicing, Inc., P.O. Box 950, Fort Lauderdale, FL 33302, ("Lender" or "Mortgagec"). Borrower owes Lender the principal sum of Two Hundred Eighty Thousand and 00/100 Dollars (\$280,000.00) Dollars. This debt is evidenced by Borrower's Promissory Note dated the same date as this Mortgage ("Note"), which provides for monthly payments, with the full debt, if not paid earlier, due and payable on March 1, 2021. This Mortgage secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and modifications of the Note; (b) the payment of all other sums, with interest, advanced to protect the security of this Mortgage; and (c) the performance of Borrower's covenants and agreements under this Mortgage and the Note. For this purpose, Borrower does hereby mortgage, grant and convey to Lender the following described property ("Mortgaged Property" or "Property") located in Broward County, Florida:

See Exhibit "A" attached hereto and made a part hereof as if fully set forth herein.

a/k/a 1070 SW 191 Lane, Pembroke Pines, FL 33029

Parcel Identification Number: 513924-03-4360

UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

1. Payment of Principal and Interest; Prepayment and Late Charges. Borrower shall promptly pay when due the principal of and interest on the debt evidenced by the Note and any prepayment and late charges due under the Note. All payments due under any note secured hereby shall be deemed late unless received at the

Mortgagee's designated place of payment on or before the due date. It shall be the responsibility of the Mortgagor, if payments are mailed, to mail same in sufficient time so that they are received on or before the due date.

- 2. Payment of Taxes and other obligations. To pay all and singular the taxes, assessments, levies, liabilities, obligations and encumbrances of every nature and kind now on said described property, and/or that hereafter may be imposed, suffered, placed, levied or assessed thereupon, and/or hereafter may be levied or assessed upon this Mortgage and/or this indebtedness secured hereby, each and every, when due and payable according to the law, before they become delinquent, and before any interest attached or any penalty is incurred; and insofar as any thereof is of record the same shall be promptly satisfied and discharged of record and the original official document officially endorsed or certified shall be placed in the hands of the Mortgagee within ten days next after payment. Failure to comply with this paragraph shall constitute a default in the sole and absolute discretion of the Mortgagee and the Mortgagee shall have all remedies available pursuant to the terms of this Mortgage, including those identified in Paragraph 19 hereinafter.
- 3. Insurance. (a) Mortgagor shall obtain and maintain at all times throughout the term of this Mortgage the following insurance: (i) comprehensive commercial general liability insurance covering all operations of Mortgagor; (ii) "All-Risk" fire and extended coverage hazard insurance covering the Property in an aggregate amount not less than 100% of the agreed upon full insurable replacement value of the Property, including coverage for windstorm; (iii) if the Property is required to be insured pursuant to the National Flood Insurance Reform Act of 1994, and the regulations promulgated thereunder, flood insurance in an amount at least equal to the lesser of the agreed upon full insurable replacement value of the Property (less any value attributable to the Real Estate) or the maximum limit of coverage available through the Federal Flood Insurance Program; (iv) and such other insurance as Mortgagee may reasonably require.
- (b) Each insurance policy required under this Section shall: (i) be written by an insurance company authorized or licensed to do business in the state within which the Property is located having a rating of "A-" or higher and a financial size category of not less than IX; (ii) be for terms of at least one year, with premium prepaid, evidence of which shall be given on an ACORD 27 (in the case of property insurance) or ACORD 25 (in the case of liability insurance) form of certificate; (iii) be subject to the reasonable approval of Mortgagee as to insurance companies, amounts, content, forms of policies and expiration dates; and (iv) name Mortgagee, its successors and assigns, as their interests may appear: (1) as an additional insured under all liability insurance policies, and (2) as the first mortgagee, under a standard non-contributory mortgagee clause, on all property insurance policies.
- (c) Mortgagor further agrees that each insurance policy: (i) shall provide at least thirty (30) days' prior written notice to Mortgagee prior to any policy reduction or cancellation for any reason; (ii) shall contain an endorsement or agreement by the insurer that any loss shall be payable to Mortgagee in accordance with the terms of such policy notwithstanding any act or negligence of Mortgagor which might otherwise result in forfeiture of such insurance; (iii) shall waive all rights of setoff, counterclaim, deduction or subrogation against Mortgagor; and (iv) shall exclude Mortgagee from the operation of any coinsurance clause.
- (d) At least thirty (30) days prior to the expiration of any insurance policy, Mortgagor shall furnish evidence satisfactory to Mortgagee that such policy has been renewed or replaced or is no longer required.

- (e) Notwithstanding the foregoing, in the event that Mortgagor fails to maintain insurance in accordance with this Section, and Mortgagoe elects to obtain insurance to protect its interests hereunder, but only after the Mortgagor was provided with the opportunity to cure this default and failed to do so, Mortgagee may obtain insurance in any amount and of any type Mortgagoe deems appropriate to protect Mortgagee's interest only and Mortgagoe shall have no duty or obligation to Mortgagor to maintain insurance in any greater amount or of any other type for the benefit of Mortgagor. All insurance premiums incurred or paid by Mortgagee shall be at Mortgagor's sole cost and expense. Mortgagee's election to obtain insurance shall not be deemed to waive any Event of Default (as hereinafter defined) hereunder.
- 4. Promissory Note. The terms of the Promissory Note and other Loan Documents are hereby made a part of this Mortgage to the same extent and with the same effect as if fully set forth herein. All capitalized terms not otherwise defined herein shall have the meaning ascribed to them in the Promissory Note and/or other Loan Documents.
- 5. Charges; Liens; Advances. Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the Property which may attain priority over this Mortgage, and leasehold payments or ground rents, if any. Borrower shall pay these obligations in the manner provided in paragraph 3, or if not paid in that manner, Borrower shall pay them on time directly to the person owed payment. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph. If Borrower makes these payments directly, Borrower shall promptly furnish to Lender receipts evidencing the payments.

Borrower shall promptly discharge any lien which has priority over this Mortgage unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender; (b) contests in good faith the lien by, or defends against enforcement of the lien in, legal proceedings which in the Lender's opinion operate to prevent the enforcement of the lien; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Mortgage. If Lender determines that any part of the Property is subject to a lien which may attain priority over this Mortgage, Lender may give Borrower a notice identifying the lien. Borrower shall satisfy the lien or take one or more of the actions set forth above within 10 days of the giving of notice.

In the event that the Borrower fails to pay or discharge the taxes, assessments, levies, liabilities, obligations and encumbrances or fails to keep the Property insured or to deliver the policies, premiums paid or fails to repair the Property as herein agreed, Lender may, at its option, pay or discharge the taxes, assessments, levies, liabilities, obligations and encumbrances or any part thereof, to procure and pay for such insurance or to make and pay for such repairs. Lender shall have no obligations on its part to determine the validity or necessity of any payment thereof and any such payment shall not waive or affect any option, lien, equity or right of Lender under or by virtue of this Mortgage. The full amount of each and every such payment shall be immediately due and payable and shall bear interest from the date thereof until paid at the Default Rate as herein defined and together with such interest, shall be secured by the lien of this first Mortgage.

6. Inspection. Mortgagee, and any persons authorized by Mortgagee, shall have the right, but not the obligation, to enter upon the Property at any reasonable time to inspect and photograph its condition and state of repair. In the event any such inspection reveals, in the sole discretion of Mortgagee, the necessity for any repair, alteration, replacement, clean-up or maintenance, Mortgagor shall, at the discretion of Mortgagee, either: (i) cause such work to be effected promptly; or (ii) promptly establish an interest bearing reserve fund with Mortgagee in an amount reasonably determined by Mortgagee for the purpose of effecting such work.

- 7. Damage, Destruction, Condemnation. (a) If all or any part of the Property shall be damaged or destroyed, or if title to or the temporary use of the whole or any part of the Property shall be taken or condemned by a competent authority for any public or quasi-public use or purpose, there shall be no abatement or reduction in the amounts payable by Mortgagor under the Loan Documents and Mortgagor shall continue to be obligated to make such payments.
- (b) If all or any part of the Property is partially or totally damaged or destroyed, Mortgagor shall give prompt notice thereof to Mortgagee, and Mortgagee may make proof of loss if not made promptly by Mortgagor. Mortgagor hereby authorizes and directs any affected insurance company to make payment under such insurance, including return of uncarned premiums, to Mortgagee instead of to Mortgagor and Mortgagee jointly, and Mortgagor appoints Mortgagee as Mortgagor's attorney-in-fact to endorse any draft thereof, which appointment, being for security, is coupled with an interest and irrevocable. Mortgagee is hereby authorized and empowered by Mortgagor to settle, adjust or compromise, in consultation with Mortgagor, any claims for loss, damage or destruction to the Property. Mortgagor shall pay all costs of collection of insurance proceeds payable on account of such damage or destruction. Mortgagor shall have no claim against the insurance proceeds, or be entitled to any portion thereof, and all rights to the insurance proceeds are hereby assigned to Mortgagee as security for payment of the Liabilities. Mortgagee shall have the option, in its sole discretion, of paying or applying all or any part of the insurance proceeds to: (i) reduction of the Liabilities; (ii) restoration, replacement or repair of the Property in accordance with Mortgagee's standard construction loan disbursement conditions and requirements; or (iii) Mortgagor.
- (c) Promptly upon obtaining knowledge of the institution of any proceeding for the condemnation of all or any part of the Property, Mortgagor shall give notice to Mortgagee. Mortgagor shall, at its sole cost and expense, diligently prosecute any such proceeding and shall consult with Mortgagee, its attorneys and experts, and shall cooperate with it in the defense of any such proceeding. Mortgagee may participate in any such proceeding and Mortgagor shall from time to time deliver to Mortgagee all instruments requested by it to permit such participation. Mortgagor shall not, without Mortgagee's prior written consent, enter into any agreement (i) for the taking or conveyance in lieu thereof of all or any part of the Property, or (ii) to compromise, settle or adjust any such proceeding. All awards and proceeds of condemnation are hereby assigned to Mortgagee, limited to the outstanding amounts due and owing the Mortgagee, and Mortgagor, upon request by Mortgagee, agrees to make, execute and deliver any additional assignments or documents necessary from time to time to enable Mortgagee to collect the same. Such awards and proceeds shall be paid or applied by Mortgagee, in its sole discretion, to: (i) reduction of the Liabilities; (ii) restoration, replacement or repair of the Property in accordance with Mortgagee's standard construction loan disbursement conditions and requirements; or (iii) Mortgagor.
- (d) Nothing herein shall relieve Mortgagor of its duty to repair, restore, rebuild or replace the Property following damage or destruction or partial condemnation if no or inadequate insurance proceeds or condemnation awards are available to defray the cost of repair, restoration, rebuilding or replacement.
- 8. Borrower Not Released; Forbearance By Lender Not a Waiver. Extension of the time for payment or modification of amortization of the sums secured by this Mortgage granted by Lender to any successor in interest of Borrower shall not operate to release the liability of the original Borrower or Borrower's successors in interest. Lender shall not be required to commence proceedings against any successor in interest or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Mortgage by reason of any demand made by the original Borrower or Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.

- 9. Successors and Assigns Bound; Joint and Several Liability; Co-signers. The covenants and agreements of this Mortgage shall bind and benefit the successors and assigns of Lender and Borrower. Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs this Mortgage but does not execute the Note: (a) is co-signing this Mortgage only to mortgage, grant and convey that Borrower's interest in the Property under the terms of this Mortgage; (b) is not personally obligated to pay the sums secured by this Mortgage; and (c) agrees that Lender and any other Borrower may agree to extend, modify, forbear or make any accommodations with regard to the terms of this Mortgage or the Note without that Borrower's consent.
- 10. Loan Charges. If the loan secured by this Mortgage is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge under the Note.
- 11. Notices. Any notice to Borrower provided for in this Mortgage shall be given by delivering it or by mailing it by first class mail unless applicable law requires use of another method. The notice shall be directed to the Property Address or any other address Borrower designates by notice to Lender. Any notice to Lender shall be given by first class mail to Lender's address stated herein or any other address Lender designates by notice to Borrower. Any notice provided for in this Mortgage shall be deemed to have been given to Borrower or Lender when given as provided in this paragraph.
- 12. Governing Law: Severability. This Mortgage shall be governed by federal law and the law of the jurisdiction in which the Property is located. In the event that any provision or clause of this Mortgage or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Mortgage or the Note which can be given effect without the conflicting provision. To this end the provisions of this Mortgage and the Note are declared to be severable.
- 13. No Encumbrances. Mortgagor shall not further create or permit to exist any mortgage, pledge, lien, security interest (including, without limitation, a purchase money security interest), encumbrance, attachment, levy, distraint or other judicial process on or against the Property or any part thereof (including, without limitation, fixtures and other personalty), whether superior or inferior to the lien of this Mortgage, without the prior written consent of Mortgagee. Neither Mortgagor nor its constituents shall obtain any mezzanine or other secondary financing with respect to the Property or the direct or indirect ownership interests in the Mortgagor. Any existing or future loans between members of Mortgagor and Mortgagor and any other indebtedness to members, shareholders or related companies, whether owned by Mortgagor or subsidiaries of Mortgagor shall be subordinate in all respects to the repayment of the Loan.
- Prepayment Premium. Mortgagor herein guarantees to Mortgagee a minimum of four (4) months interest payments. Should Mortgagor satisfy the amounts due herein at anytime prior to the commencement of the fifth (5th) monthly payment, Mortgagor herein agrees to remit to Mortgagee the interest payments that the Mortgagee did not receive. By way of example, if Mortgagor remits payment in full after the second (2nd) month, Mortgagor would owe the Mortgagee two (2) additional monthly interest only payments as a Prepayment Premium. The Mortgagor acknowledges that the Prepayment Premium, if paid in accordance with this provision is not intended as a penalty, but is required in order to compensate the Mortgagee for lost interest income resulting from the early prepayment. The Prepayment Premium is a reasonable estimate of loss and as such is not a penalty.

- 15. Sale of Note. The Note or a partial interest in the Note (together with this Mortgage) may be sold one or more times without prior notice to Borrower. A sale may result in a change in the entity (known as the "Loan Servicer") that collects monthly payments due under the Note and this Mortgage. There also may be one or more changes of the Loan Servicer unrelated to a sale of the Note. If there is a change of the Loan Servicer, Borrower will be given written notice of the change in accordance with applicable law. The notice will state the name and address of the new Loan Servicer and the address to which payments should be made. The notice will also contain any other information required by applicable law.
- agreement in favor of Mortgagee a security interest under the Florida Uniform Commercial Code in all personal property described herein. Upon the occurrence of any default hereunder, under the Mortgage Note, or any other loan documents, Mortgagee shall also have all rights and remedies of a secured party under the Florida Uniform Commercial Code, none of which shall serve as a limitation upon the rights and remedies accorded Mortgagee under this Mortgage Deed, or under any other applicable law or legal maxim, or vice versa, it being understood that the rights and remedies of a Mortgagee under the Florida Uniform Commercial Code shall be cumulative and in addition to all other rights of Mortgagee contained herein and arising under any other laws. Mortgagor(s) and Mortgagee further agree that the filing of financing statements, whether in the County where the property is located or with the Secretary of State of the State of Florida, or any other state agency regularly charged with the receipt and filing of financial statements, shall never be construed as derogating from or impairing the intention of Mortgagee and Mortgagor(s) that everything used in connection with the production of income from the property and/or adapted for use therein and/or which is described or reflected as collateral security in this Mortgage or any financing statement.
- 17. Maintenance and Repair. Borrower shall not permit, commit, or suffer no waste, impairment, or deterioration of the Mortgaged Property. Borrower shall maintain the Mortgaged Property in good condition and repair. If Borrower fails to do so, then Mortgagee, without waiving the option to foreclose, may take some or all measures that Mortgagee reasonably deems necessary or desirable for the maintenance, repair, preservation, or protection of the Mortgaged Property, and any expenses reasonably incurred by Mortgagee in so doing shall become part of the indebtedness secured hereby, shall, at the option of Mortgagee, become immediately due and payable, and shall bear interest at the highest lawful rate specified in any note evidencing any indebtedness secured hereby. Mortgagee shall have no obligation to care for and maintain the Mortgaged Property, or, having taken some measures therefor, to continue the same or take other measures. If this Mortgage covers a unit in a condominium or a planned unit development, Borrower shall perform all of Borrower's obligations under the declaration or covenants creating or governing the condominium or planned unit development, the bylaws and regulations of the condominium or planned unit development and constituent documents.
- 18. Assignment of Leases. Mortgagor(s) does/do hereby bargain, sell, transfer, assign, convey, set over and deliver unto Mortgagee, as security for the payment and performance of all the terms and conditions of the Note and Mortgage, and any and all amendments, extensions and renewals thereof, all Leases affecting the demised premises or any part thereof now existing or which may be executed at any time in the future during the life of this Mortgage, and all amendments, extensions and renewals of said leases and any of them, and all rents and other income which may now or hereafter be or become due or owing under the Leases, and any of them, on account of the use if the demised premises, it being intended hereby to establish a complete transfer of the leases hereby assigned and all the rents and other income arising thereunder and on account of the use if the demised premises unto Mortgagee, with the right, but without the obligation, to collect all of said rents and other income which may become due during the life of the Note and Mortgage. Mortgagor(s) agree/agrees to deposit with

Mortgagee upon demand such leases as may from time to time be designated by Mortgagee. Although it is the intention of the parties that this shall be a present assignment, it is expressly understood and agreed, anything herein contained to the contrary notwithstanding, that the Mortgagee shall not exercise any of the rights or powers conferred upon it until a default shall occur under the terms and provisions of the Note and Mortgage, but upon the occurrence of any default the Mortgagee shall be entitled, upon notice to the tenants, to all rents and other amounts then due under the leases and thereafter accruing, and this Mortgage shall constitute a direction to and full authority to the tenants, lessees or other occupants if the premises (hereinafter collectively referred to as the "Tenants") to pay all said amounts to the Mortgagee without proof of the default relied upon. The tenants are hereby irrevocably authorized to rely upon and comply with any notice or demand by the Mortgagee for the payment to the Mortgagee of any rental or other sums which may be thereafter become due under the leases, or for the performance of any of the Tenants undertakings under the leases and shall have no right or duty to inquire as to whether any default under the Mortgage has actually occurred or is then existing. For the purposes of inducing the Mortgagee to make the loan secured hereby, the Mortgagor(s) represent that the rents now accruing and hereafter to accrue upon the Mortgaged Property are now and during the life of this Mortgage shall remain free and clear of all liens, encumbrances or pledges.

Acceleration Upon Default. Upon the happening of any of the following events, each of which shall constitute a default hereunder ("Event of Default"), all sums due hereunder shall thereupon or thereafter, at Lender's option, without notice or demand, become immediately due and payable; (a) failure of the Borrower or of any Guarantor or other party liable for payment of or pledging collateral or security under this Mortgage to pay any sum due hereunder, (b) occurrence of an Event of Default under any of the Loan Documents or any other loan agreement or security instrument now or hereafter in effect which by its terms covers this Mortgage or the indebtedness evidenced hereby; (c) filing of any petition under the Bankruptcy Code or any similar federal or state statute by or against the Borrower or any Guarantor or the insolvency of the Borrower or Guarantor which is not dismissed or discharged within sixty (60) days; (d) making of a general assignment by the Borrower for the benefit of creditors, appointment of or taking possession by a receiver, trustee or custodian or similar official for Borrower or for any assets of the Borrower or institution by or against the Borrower of any kind of insolvency proceedings or any proceeding for dissolution or liquidation of the Borrower which is not dismissed within any proceeding for dissolution or liquidation of the Borrower which is not dismissed within sixty (60) days of the filing thereof; (e) failing to pay the annual real estate taxes or other taxes as described in Paragraph 2 herein before they become delinquent; (f) failing to maintain the insurance coverages required in Paragraph 3 herein at all times throughout the term of this Mortgage; (g) material falsity in any certificate, statement, representation, warranty or audit at any time furnished to Lender by or on behalf of the Borrower pursuant to or in connection with this Mortgage, the Loan Documents or any loan agreement or Security Agreements now or hereafter in effect; (h) issuance of any writ or attachment or writ of garnishment or filing of any lien against any Collateral or the property of the Borrower which is not dismissed within sixty (60) days of the date of issuance or filing, whichever is applicable; (i) taking of possession of any material Collateral or of any substantial part of the property of the Borrower at the instance of any governmental authority; (j) dissolution, merger, consolidation, or reorganization of the Borrower including those described in Paragraph 20 below; (k) assignment or sale by the Borrower of any equity in any collateral security without the prior written consent of Lender which consent will not be unreasonably withheld or (k) if all or any part of the Mortgaged Property or an interest therein is sold or transferred by Borrower in any manner whatsoever without Mortgagee's prior written consent as further described in paragraph 20 herein.

Lender shall have all of the rights and remedies of a creditor, mortgagee and secured party under all applicable law. Without limiting the generality of the foregoing, upon the occurrence of any default hereunder,

Lender may, at its option, and without notice or demand (i) declare the entire unpaid principal and accrued interest accelerated and due and payable at once, together with any and all other liabilities of Borrower or any of such liabilities selected by Lender; and (ii) set off against the Note and Mortgage all monies owed by Lender in any capacity to Borrower(s), whether or not due and also set off against all other liabilities of Borrower to Lender all monies owed by Lender in any capacity to Borrower(s), and Lender 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 default, although made or entered on the books subsequent thereto. To the extent that any of the Collateral is personal property and Lender elects to proceed with respect to it in accordance with the Uniform Commercial Code, then, unless that collateral is perishable or threatens to decline speedily in value, or is of a type customarily sold on a recognized market, Lender will give Borrower reasonable notice of the time and place of any public or private sale thereof. The requirement of reasonable notice shall be met if such notice is, at the option of Lender, hand delivered, sent via expedited courier, or mailed, postage prepaid to Borrower, at the address given to Lender by Borrower, or any other address shown on the records of Lender at least ten (10) days before the time of sale. Upon disposition of any Collateral after the occurrence of an Event of Default hereunder, Borrower shall be and shall remain liable for any deficiency; and Lender shall account to Borrower for any surplus, but Lender shall have the right to apply all or part of such surplus (or to hold the same as reserve) against any and all other liabilities of Borrower to Lender.

From and after the occurrence of an Event of Default, as such term is defined hereinabove, or the maturity thereof, whether normal maturity or accelerated maturity, the entire principal balance shall automatically bear an annual interest rate equal to the maximum rate allowed by law (the "Default Rate").

The post judgment rate of interest for any judgment entered pursuant to this Mortgage or any other loan document executed in connection herewith shall be the greater of: (i) the default rate set forth in the Note; or (ii) the rate established by the Comptroller of the State of Florida pursuant to F.S. Section 55.03(1).

20. Due on Sale. Without the prior written consent of Mortgagee in each instance, Mortgagor shall not cause or permit any transfer of the Property or any part thereof, whether voluntarily, involuntarily or by operation of law, nor shall Mortgagor enter into any agreement or transaction to transfer, or accomplish in form or substance a transfer, of the Property wherein the Mortgage is not satisfied as a part of any such transfer. A "transfer" of the Property includes: (a) the direct or indirect sale, transfer or conveyance of the Property or any portion thereof or interest therein; (b) the execution of an installment sale contract or similar instrument affecting all or any portion of the Property; (c) if Mortgagor, or any general partner or member of Mortgagor, is a corporation, partnership, limited liability company or other business entity, the transfer (whether in one transaction or a series of transactions and whether a direct or indirect transfer) of any stock, partnership, limited liability company or other ownership interests in such corporation, partnership, limited liability company or entity; (d) if Mortgagor or any general partner or member of Mortgagor is a corporation, the creation or issuance of new stock by which an aggregate of 10% or more of such corporation's stock shall be vested in a party or parties who are not now stockholders; and (c) an agreement by Mortgagor leasing all or a substantial part of the Property for other than actual occupancy by a space tenant thereunder or a sale, assignment or other transfer of or the grant of a security interest in and to any Leases. Additionally, any change in the present ownership (directly or indirectly) of the Mortgagor or change in ownership structure or control of Mortgagor (directly or indirectly) shall constitute a default hereunder. Notwithstanding the foregoing, Mortgagee reserves the right to approve a transfer to a third party on terms and conditions deemed reasonable to the Mortgagee, including but not limited to increases in the interest rate, shortening the term of the Note and Mortgage, continued liability of the original Mortgagor and the payment of additional fees and costs to the Mortgagee.

- 21. No Waiver. No delay by Mortgagee in exercising any option, right, or remedy hercunder or otherwise afforded by law shall waive or preclude the exercise thereof during the continuance of any breach or default hereunder. No waiver by Mortgagee of any provision, breach, or default shall be a waiver of any other provision or a consent to any subsequent breach or default.
- 22. Cross Default. A default under this Mortgage shall be and constitute a default under any and all other notes or other evidence of indebtedness and any instruments of security in which Mortgagor or Guarantor is liable and of which the Lender is the holder. A default under any and all other note(s) or other evidence of indebtedness or any instruments of security in which Mortgagor or Guarantor is liable and of which Lender is the holder shall also constitute a default under this Mortgage.
- 23. Extensions, Leniencies and Releases. Mortgagee, in its sole and absolute discretion, may grant extensions of time for payment and other leniencies with respect to any indebtedness secured hereby, and may waive or fail to enforce any of Mortgagee's rights hereunder, and may release a portion or portions of the Mortgaged Property from the lien hereof, without releasing or diminishing the obligation or liability of any person constituting Borrower, or any guarantor or endorser. Borrower shall be responsible for any and all costs associated with any such extension, modification and/or release of Mortgage, including but not limited to reasonable attorney's fees and recording fees.
- 24. Subrogation. Mortgagee shall be subrogated to the lien (notwithstanding its release of record) of any vendor, mortgagee, or other lien holder paid or discharged by the proceeds of any loan or advance made by Mortgagee to Borrower and secured hereby.
- 25. Compliance. Mortgagor agrees to observe, conform and comply, and to cause its tenants to observe, conform and comply with all federal, state, county, municipal and other governmental or quasi-governmental laws, rules, regulations, ordinances, codes, requirements, covenants, conditions, orders, licenses, permits, approvals and restrictions, including without limitation, Environmental Laws (as defined below) and the Americans with Disabilities Act of 1990 (collectively, the "Legal Requirements"), now or hereafter affecting all or any part of the Property, its occupancy or the business or operations now or hereafter conducted thereon and the personalty contained therein, within such time as required by such Legal Requirements. Mortgagor represents and warrants that, to the best of Mortgagor's knowledge, the Property currently is in compliance with all Legal Requirements applicable to the Property.
- 26. Attorneys' Fees. In the event this Mortgage or the Note or any renewal or extension thereof shall be placed in the hands of an attorney for collection by reason of a default of Borrower, Borrower shall pay all costs and expenses of such collection, including reasonable attorney's fees. In connection with any litigation arising out of the Note or Mortgage, or both, the prevailing party shall be entitled to recover all costs incurred, including reasonable attorneys fees. If any action or proceeding shall be commenced by any person other than the holder of this Mortgage, (except an action to foreclose this Mortgage or to collect the debts secured hereby), to which action or proceeding the holder of this Mortgage is made a party, or in which it shall be necessary for Lender to defend or uphold the lien of this Mortgage, all sums paid by the Holder of this Mortgage for the expense of any such litigation, including reasonable attorney's fees, shall be paid by the Borrower, provided that Lender prevails, together with interest thereon at the maximum rate allowed by law and such sums shall become additional indebtedness of Borrower secured by this Mortgage.

- 27. Non-Homestead/Commercial Purpose. The Loan is being obtained by Borrower solely for business or commercial purposes (and not for personal, family, or household purposes), and the Loan is exempt from the requirements of the Truth in Lending Act (15 U.S.C. Section 1601 et seq.) and governmental regulations for adjustable-rate mortgage (ARM) loans (12 C.F.R. Section 29.1 et seq.).
- 28. Future Advances. This Mortgage shall secure (a) the initial indebtedness of Borrower (and each of them, if more than one) to Mortgagee, as evidenced by a negotiable Promissory Note of even date herewith, executed by Borrower and payable to Mortgagee, in the amount specified above, (b) any future advances made by Mortgagee to Borrower (and each of them, if more than one) and (c) all other indebtedness of Borrower (and each of them, if more than one) to Mortgagee, however and wherever incurred or evidenced, whether primary, secondary, direct, indirect, absolute, contingent, sole, joint or several, due or to become due, or which may be hereafter contracted or acquired, whether arising in the ordinary course of business or otherwise. The total amount of indebtedness secured hereby may decrease or increase from time to time, but the total unpaid balance so secured at any one time shall not exceed 200% of the principal balance, plus interest thereon, and any disbursements made for the payment of taxes, levies, insurance on the Mortgaged Property and for maintenance, repair, protection and preservation of the Mortgaged Property, with interest on such disbursements, all as provided in this Mortgage. This Mortgage shall not secure any future advances made more than twenty (20) years from the date hereof.
- 29. Cross Collateralization. The entire indebtedness and sums secured by this Mortgage shall become immediately due and payable at the option of the Mortgagee upon the occurrence of a default in the performance by Mortgagor of any of the terms, provisions, covenants, conditions, or agreements contained in any of the other mortgages from Mortgagor to Mortgagee securing other parcels of property owned by Mortgagor.
- 30. Waiver of Trial By Jury. MORTGAGOR, TO THE FULL EXTENT PERMITTED BY LAW, HEREBY KNOWINGLY, INTENTIONALLY AND VOLUNTARILY, WITH AND UPON THE ADVICE OF COMPETENT COUNSEL, WAIVE, RELINQUISH AND FOREVER FOREGO THE RIGHT TO A TRIAL BY JURY IN ANY ACTION OR PROCEEDING BASED UPON, ARISING OUT OF, OR IN ANY WAY RELATING TO THIS AGREEMENT OR ANY CONDUCT, ACT OR OMISSION OF MORTGAGEE OR MORTGAGOR, OR ANY OF THEIR DIRECTORS, OFFICERS, PARTNERS, MEMBERS, EMPLOYEES, AGENTS OR ATTORNEYS, OR AN OTHER PERSONS AFFILIATED WITH MORTGAGEE OR MORTGAGOR, IN EACH OF THE FOREGOING CASES, WHETHER SOUNDING IN CONTRACT, TORT OR OTHERWISE.

SIGNATURES CONTAINED ON THE FOLLOWING PAGE

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Mortgage and in any rider(s) executed by Borrower and recorded with it.

THIS IS A BALLOON MORTGAGE AND THE FINAL PRINCIPAL PAYMENT OR THE PRINCIPAL BALANCE DUE UPON MATURITY IS \$280,000.00 TOGETHER WITH INTEREST, IF ANY, AND ALL ADVANCEMENTS MADE BY THE MORTGAGEE UNDER THE TERMS OF THIS MORTGAGE.

WITNESSES:	MORTGAGOR:
Signed, scaled and delivered in the presence of: Witness Name: Witness Name: Tevvon Johnson	Isatou Properties Investment, LLC, a Florida limited liability company By: Davis Isatou, Manager

State of Florida County of Broward

The foregoing instrument was acknowledged before me by means of [X] physical presence or [_] online notarization, this 20 day of February, 2020 by Davis Isatou, Manager of Isatou Properties Investment, LLC, a Florida limited liability company, on behalf of the company, who [_] is personally known to me or [X] has produced a driver's license as identification.

[Notary Seal]



Notary Public

Printed Name:

Alexis Camejo

My Commission Expires:

Exhibit "A" Legal Description

That portion of Parcel A, according to the VULCAN MATERIALS COMPANY PLAT NO. 2, as recorded in Plat Book 159, Page 36, of the Public Records of Broward County, Florida, described as follows:

Commencing at the Northeast corner of said Parcel A; thence run South 89°51'45" West (on a Plat bearing) 3779.17 feet along the North boundary of said Parcel A; thence run South 00°08'15" East, 994.27 feet to the Point of Beginning; thence continue South 00°08'15" East 70 feet; thence run South 89°51'45" West 130 feet; thence run North 00°08'15" West 70 feet; thence run North 89°51'45" East 130 feet to the Point of Beginning. Said lands situate in the City of Pembroke Pines, Broward County, Florida.

a/k/a: 1070 SW 191st Lane, Pembroke Pines, FL 33029

Parcel Identification No.: 513924-03-4360

THIS DOCUMENT PREPARED BY David R. Roy, P.A. David R. Roy, Esq. 4209 N. Federal Hwy Pompano Beach, FL 33064 File No. 20-PB-020

ASSIGNMENT OF LEASES, RENTS AND PROFITS

THIS ASSIGNMENT is made this 26 day of February, 2020, by and between Isatou Properties Investment, LLC, a Florida limited liability company with offices located at 1070 SW 191st Lane, Pembroke Pines, FL 33029 (the Assignor) and Meir Nave, with offices located at c/o Capital Management & Servicing, Inc., P.O. Box 950, Fort Lauderdale, FL 33302 (the Assignee).

WITNESSETH

For value received and as additional security for the indebtedness hereinafter mentioned, the ASSIGNOR hereby assigns, sets over, transfers and conveys unto the ASSIGNEE all the right, title and interest of the ASSIGNOR in and to the rents, issues, profits, revenues, royalties, rights and benefits (hereinafter sometimes referred to as "rents") from that certain Property located at 1070 SW 191st Lane, Pembroke Pines, FL 33029 (the "Property") more particularly described as follows:

See Exhibit "A" attached hereto and made a part hereof as if fully set forth herein.

a/k/a 1070 SW 191 Lanc, Pembroke Pines, FL 33029

Parcel Identification Number: 513924-03-4360

The term of this Assignment shall be until that certain promissory note (the "Note") and that certain mortgage (the "Mortgage"), both of even date herewith, made, executed and delivered by the ASSIGNOR to the ASSIGNEE, encumbering the Property for the sum of Two Hundred Eighty Thousand and 00/100 Dollars (\$280,000.00), and any renewal or extension thereof or future advance thereunder, shall have been fully paid and satisfied, at which time this Assignment is to be fully satisfied, canceled and released, and the releasing of the Mortgage shall constitute a release hereof.

The ASSIGNOR hereby further assigns, sets over, transfers and conveys unto the ASSIGNEE all leases of the Property now made, executed or delivered, whether written or oral, or to be hereafter made, be the same written or oral.

And the ASSIGNOR does hereby authorize and empower the ASSIGNEE to collect the rents payable under all of said leases above referred to as they shall become due, and does hereby direct each and all of the tenants of the Property to pay such rents as may now be due or shall hereafter become due to the ASSIGNEE upon demand for payment thereof by the ASSIGNEE. It is understood and agreed, however, that no such demand shall be made unless and until there has been a default in the payment of the indebtedness secured by the Mortgage, or default in the payment of any other sums secured by the Mortgage, or default in the performance of any of the covenants set forth in the Note, Mortgage or any related loan instruments; and, until such demand is made, the ASSIGNOR is authorized to collect, or continue collecting, the rents, but such privilege to collect, or continue collecting, as aforesaid by the ASSIGNOR shall not operate to permit the collection by the Assignor of

(and the ASSIGNOR hereby covenants and agrees with the ASSIGNEE that the ASSIGNOR will not collect, demand or receive) any installment of rent in advance of the date prescribed in said lease or leases for the payment thereof.

The authority and power of the ASSIGNEE to collect the rents from the Property as set forth herein may be exercised and the rents collected with or without the taking of possession of the Property, or any part thereof, and without the necessity of (but nothing herein contained shall be construed to prohibit the ASSIGNEE from) instituting foreclosure of its Mortgage, or an action upon its Note or an action upon this Assignment directly against the tenants under the leases assigned herewith.

In furtherance of this Assignment, the ASSIGNOR does hereby additionally authorize and empower the ASSIGNEE by its employees, agents, or representatives, at the option of the ASSIGNEE upon the occurrence of any default as aforesaid, to enter upon the Property and to collect, in the name of the ASSIGNOR or in its own name as Assignee, the rents accrued but unpaid and in arrears at the date of such default, as well as the rents thereafter accruing and becoming payable during the period this Assignment is operative, and to this end, the ASSIGNOR further agrees to cooperate and to assist the ASSIGNEE, its employees, agents or representatives, in all reasonable ways with collection of said rents.

The ASSIGNOR does hereby authorize (but nothing herein shall be deemed to require or obligate) the ASSIGNEE upon such entry, to take over and assume the management, operation and maintenance of the Property and to perform all acts necessary and proper in Assignee's sole discretion and to expend such sums as may be necessary in connection therewith, including the authority to effect and enter into new leases, or to make concessions to tenants; the ASSIGNOR hereby releasing all claims against the ASSIGNEE arising out of such management, operation and maintenance, excepting the liability of the ASSIGNEE to account as hereinafter set forth.

This Assignment is given as additional security for the performance of each and all of the obligations and covenants of the Note and Mortgage (including any extension or renewal thereof) and any other loan instruments related thereto.

The ASSIGNEE shall, after payment of all proper charges and expenses, including reasonable compensation to such agents, employees or representatives as shall be selected or employed, and after the accumulation of a reasonable reserve to meet taxes, assessments, utility rents and charges, and fire, liability and other insurance in requisite amounts, credit the net amount of income received by it from the Property by virtue of this Assignment to any amounts due and owing to it by the ASSIGNOR under the terms of the Note and Mortgage; but the manner of the application of such net income and what items shall be credited, shall be determined in the sole discretion of the ASSIGNEE.

The ASSIGNOR expressly covenants and agrees with the ASSIGNEE that at the time of the execution and delivery of this Assignment there has been no anticipation or prepayment of any rents by any of the tenants occupying any of the Property or by any of the tenants in any of the above-described leases.

It is further covenanted and agreed that the ASSIGNOR shall have no right, power or authority to (and the ASSIGNOR covenants and agrees with the ASSIGNEE that the ASSIGNOR shall not) enter into any leases or terminate, after, modify or amend the terms of any of the leases above-described in any particular whatsoever, without first obtaining the consent in writing of the ASSIGNEE to any such lease or to any such termination, alteration, modification or amendment.

Nothing herein contained shall be construed as making the ASSIGNEE a mortgagee in possession, nor shall the ASSIGNEE be liable for laches, or failure to collect the rents, issues, profits, revenues, royalties, rights and benefits, and it is understood that the ASSIGNEE is to account only for such sums as are actually collected.

The ASSIGNOR covenants and agrees with the ASSIGNEE that no tenant need determine whether or not a default has occurred in order to make this Assignment operative, but shall pay over the rent to the ASSIGNEE upon notice from ASSIGNEE to do so and upon so doing, shall be relieved from liability therefor to ASSIGNOR in all respects.

It is further covenanted and agreed that the ASSIGNOR will keep, observe and perform alt of the covenants on the part of the lessor to be kept, observed and performed in any leases affecting any portion of the Property. If the ASSIGNOR fails to keep, observe and perform any covenant of any such lease, the ASSIGNEE shall have the right (but not the obligation), at its option, to keep, observe and perform such covenant on behalf of the ASSIGNOR or to declare with or without notice, all sums secured by the Mortgage to be immediately due and payable and avail itself of any and all remedies provided for in the Mortgage in the event of default. If the ASSIGNEE should exercise its option to keep, observe or perform any of the lessor's obligations under any lease affecting any of the Property, ASSIGNEE shall be entitled to recover from the ASSIGNOR immediately upon demand any expenses incurred or amounts advanced in performing such covenants, together with interest at the highest lawful rate per annum now permitted by written contract under the laws of the State of Florida from the date of such advance. Should the ASSIGNOR fail to repay the ASSIGNEE any such expenses or advances as herein provided, the ASSIGNEE may, at its option, with or without notice, declare all sums secured by the Mortgage to be immediately due and payable and avail itself of any and all remedies provided for therein in the event of default.

IT IS UNDERSTOOD AND AGREED that neither the existence of this Assignment nor the exercise of Assignee's privilege to collect said rents, issues, profits, revenues, royalties, rights and benefits hereunder shall be construed as a waiver by the ASSIGNEE or its successors and assigns, of the right to enforce payment of the debt hereinabove mentioned in strict accordance with the terms and provisions of the Mortgage, Note, and related loan instruments for which this Assignment is given as additional security.

The provisions of this Assignment shall be binding upon and shall inure to the benefit of both the ASSIGNOR and ASSIGNEE, and their respective legal representatives, successors and assigns.

SIGNATURES ON FOLLOWING PAGE

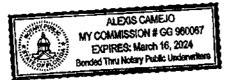
this A	ssignment o	f Leases and	REOF, Assig	gnor, intending to be legally bound, has duly executed and delivered scal as of February 26 , 2020.
_			\circ	Isatou Properties Investment, LLC, a Florida limited liability company

Teyvon Johnson

State of Florida County of Broward

The foregoing instrument was acknowledged before me by means of [X] physical presence or [] online notarization, this day of February, 2020 by Davis Isatou, Manager of Isatou Properties Investment, LLC, a Florida limited liability company, on behalf of the company, who [/] is personally known to me or [X] has produced a driver's license as identification.

[Notary Seal]



Notary Public Alexis Carnejo
Printed Name:

My Commission Expires:

Exhibit "A" Legal Description

That portion of Parcel A, according to the VULCAN MATERIALS COMPANY PLAT NO. 2, as recorded in Plat Book 159, Page 36, of the Public Records of Broward County, Florida, described as follows:

Commencing at the Northeast corner of said Parcel A; thence run South 89°51'45" West (on a Plat bearing) 3779.17 feet along the North boundary of said Parcel A; thence run South 00°08'15" East, 994.27 feet to the Point of Beginning; thence continue South 00°08'15" East 70 feet; thence run South 89°51'45" West 130 feet; thence run North 00°08'15" West 70 feet; thence run North 89°51'45" East 130 feet to the Point of Beginning. Said lands situate in the City of Pembroke Pines, Broward County, Florida.

a/k/a: 1070 SW 191st Lane, Pembroke Pines, FL 33029

Parcel Identification No.: 513924-03-4360

Instr# 115709809 , Page 1 of 4, Recorded 04/01/2019 at 01:24 PM
Broward County Commission

DocuSign Envelope ID, C7672EA5-6C6C-4A57-A600-A4083649AC4C



www.ygrene.com

RECORDED AND PREPARED BY AND AFTER RECORDATION RETURN TO:

Ygrene Energy Fund Florida, LLC 2100 South McDowell Blvd Petaluma, CA 94954

SPACE AHOVE THIS LINE IS FOR RECORDER'S USE ONLY

QUALIFYING IMPROVEMENTS FOR ENERGY EFFICIENCY, RENEWABLE ENERGY, OR WIND RESISTANCE
This property is located within the jurisdiction of a PACE Local Government that has placed an assessment on the property pursuant to Section 163.08 Florida Statutes. The assessment is for a Qualifying Improvement to the property relating to energy efficiency, renewable energy, or wind resistance.

SUMMARY MEMORANDUM OF AGREEMENT

This Summary Memorandum of Agreement, dated Assessment Clean Energy (PACE) District, a public 'District') and all of the persons or entities identifie	body corporate and p	/11/2019 politic duly organized and exi- owner(s) (the "Owner") of the	is between the Green Catridor Property sting under the laws of the State of Florida (the lie fee title to the real property identified herein.
The district and the Owner entered into an Agreems purpose of installing on the Property the Qualifying			nprovements (the "Agreement") for the
Owner No. 1:			···· · · · · · · · · · · · · · · · · ·
Owner No. 2:			
Owner No. 4:			
Trust:			
Legal Entity: Isalau Properties Investment LLC	, a Florida Limited Lia	bility Co.	
Project ID No.: FL-286-AZTEK7		Folio Number: 51-39-	24-03-4360
Property Street Address: 1070 SW 191ST LN City: PEMBROKE PINES	State: Ft.		Zip: 33029



	-		www.ygrene.com
assessment to be lever recordation of this Su addendum to the Fina Qualifying Improvement of full prepayment of	ed on the Propert mmary Memorand incing Agreement ints, Except as off the non-ad valorer	y constitutes a lien of equa- lum of Agreement. The fina- to be recorded in the publi- terwise provided in the Fina- th special assessment.	special assessment to repay the costs for funding the Qualifying Improvements. The didgnity to county taxes and assessments that is effective from the date of set principal amount of the assessment and payment schedule will be set forth in as ic records of the applicable county upon completion of the installation of the nancing Agreement shall expire upon the final payment ybe directed to: Toll-Free Telephone: 866-634-1358; Customer Service Email
Address: customer.cs	ге@удгеле.сот		To the control of the price of the price of the control of the con
	DESCI	RIPTION OF ESTIMA	ATED COSTS AND TERMS OF FINANCING
	ITEREST RATE:	6.68 %	REPAYMENT TERM:5 years
	Maximum Annu	al Assessment*	\$18,951.44
Atk the program admin	labrator for the current	collection fees being charged.	

IN WITNESS WHEREOF, the parties hereto have respectively executed this memorandum effective as of the date of the last party to sign.



DocuSign Envelope ID: C7672EA6-6C6C-4A57-A600-A4083649AC4C

www.ygrana.com:

GREEN CORRIDOR PROPERTY ASSESSMENT CLEAN ENERGY (PACE) DISTRICT

IMPORTANT SIGNATURE INSTRUCTIONS: PLEASE SIGN YOUR NAME EXACTLY AS DISPLAYED IN THE SIGNATORY FIELDS BELOW, INCLUDING THE TITLE IF APPLICABLE.

IF YOU ARE A TRUSTEE, PLEASE INCLUDE THE TITLE "TRUSTEE" AFTER YOUR SIGNATURE, EXAMPLE: John M. Smith, Trustee

E-SIGNATURE

WET SIGNATURE

SMATURE

DATE

Name of Signatory:

Paul Winkeljohn

Title of Signatory:

DISTRICT OFFICER

DISTRICT

NOTARY ACKNOWLEDGEMENT

STATE OF FLORIDA

)5S

COUNTY OF

)5S

The foregoing instrument was acknowledged before me this.

h March

19 L9 Lby

Paul Winkeljohn

, who istate personally known to me or who

has have produced

[SEAL]

Notary Public, State of Florida

Con oth.

(0,00)

OMMISSION EXPIRES

COMMISSION NUMBER

Instr# 115709809 , Page 4 of 4, End of Document

DocuSign Envalo	pe ID: C7672i	EA5-6C6C-4A53	7-A600-A	4083849AC4	c

www.ygrene.com

EXHIBIT A

PROPERTY (LEGAL DESCRIPTION)

VULCAN MATERIALS COMPANY PLAT NO 2 159-36 B PART OF PARCEL A DESC'D AS, COMM AT NE COR OF PARCEL A, WLY ALG N/L OF PARCEL A FOR

EXHIBIT B

INITIAL DESCRIPTION OF QUALIFYING IMPROVEMENTS

High-Impact Doors, High-Impact Windows





RECORDED AND PREPARED BY AND AFTER RECORDATION RETURN TO:

Ygrene Energy Fund Florida, LLC 3390 Mary Street #124 Miami, FL 33133

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

ADDENDUM TO FINANCING AGREEMENT

This Addendum to the Financing Agreement, do Assessment Clean Energy (PACE) District, a pur "District") and all of the persons or entities iden	abiic body corporate and p	/03/2019 rolitic duly organized owner(s) (the *Owne	and existing und	etween the G er the laws of to the real p	the State	of Florida (th	e
The District and the Owner entered into an Agre	eciment to Pay Assessmen	its and Finance Quali	ifying Improveme	ents (the 'Agr	eoment")	dated	
03/29/2019 for ti the Financing Agreement (the *Initial Description	he purpose of installing or on of Qualifying Improve	the Property the Quiments"). A Summary	atifying Improve y Memorandum /	ments mitrally Agreement, su	rtisted in E mmanzing	Exhibit B to payments	
terms of the Financing Agreement, was recorder	d in the public records of .		Broward			. County on	
04/01/2019 in	Instrument #,1,157	09809	Pages		1-4		
Owner No. 1:							
Owner No. 2:							
Owner No. 3:							
Owner No. 4:							
Trust:							
Legal Entity: Isatou Properties Investment	LLC, a Flonda Limited Lia	bility Co.					
Project ID No.: FL-286-AZTEK7		Folio Number:	51-39-24-03-43	60			
Property Street Address: 1070 SW 191ST I	LN		• • • • • • • • • • • • • • • • • • • •			•	
City: PEMBROKE PINES	State: FL		Zìp: (33029			

The parties agreed in the Financing Agreement that the Preliminary List of Improvements would be modified and finalized in an Addendum to the Financing Agreement upon completion of the installation of Qualifying Improvements (the "Final Improvements") on the Property, and the Property Gwner agreed to the imposition by the District of a special non-ad valorem assessment on the Property (the "Assessment") in order to repay the costs incurred by the District with respect to financing the installation of the Final Improvements

The Financing Agreement set forth the maximum principal account to be financed, the estimated interest rate on the Assessment, the estimated amount payable annually on the Assessment based upon the estimated interest rate, the preliminary list of improvements, and the initial term of the assessment. The parties agreed that all such amounts would be in odified and final zed in an Addendum to the Financing Agreement after the cost of the Final Improvements was determined.

Accordingly, the parties hereto are entering into this Addendum, which replaces soid Summary Memoraridum Agreement and sets forth (a) the Final Improvements in Exhibit B hereto and (b) the final amount of the Assessment and the final form of the Assessment in Exhibit C hereto

IN WITNESS WHEREOF, the parties hereto have respectively executed this Addendum effective as of the date of the District's standard

(SIGNATURE PAGE FOLLOWS)



	2	
ignature of Authorized Person:		And the second of the second o
rint Name and Title of Authorized Person: 0	istrict Officer Paul Winkeljohn	
ato: 4/4/19		
N	OTARY ACKNOWLEDGEMEN	т
COUNTY OF PROPERTY OF STATE OF PLOTIES		
The foregoing instrument was acknowledged before me	ens H day of April	20 19 ha
	Vinkeljohn /	Javare personally known to me or who
uishave produced	as identificatio	
	Sani A. Day Son	4/1.
STAL	Notary Public, State of Florida	·
Mic Administration (American American	V	

www.	varene	.com

EXHIBIT A

PROPERTY (LEGAL DESCRIPTION)

VULCAN MATERIALS COMPANY PLAT NO 2 159-36 B PART OF PARCEL A DESCRIPTION AS , COMM AT NE COR OF PARCEL A, WLY ALG N/L OF PARCEL A FOR

EXHIBIT B

FINAL DESCRIPTION OF QUALIFYING IMPROVEMENTS

High-Impact Doors, High-Impact Windows

EXHIBIT C

REPAYMENT TERM: 5.... 5... years

Annual Special Assessment*

*NOTE: Collection fees may be edded to the first essessment amount. These feez vary and are based on changes in the Tax Collector's fees schedules and policies.

Ask the program administrator for the current collection fees being charged.



Instr# 116860360 , Page 1 of 2, Recorded 11/13/2020 at 12:31 PM Broward County Commission

Case Number: CACE-20-018863 Division: 11

Filing # 116470231 E-Filed 11/10/2020 05:14:59 PM

Space Above For Recording Purposes Only

CASE NO.

IN THE CIRCUIT COURT OF THE 17TH JUDICIAL CIRCUIT IN AND FOR BROWARD COUNTY, FLORIDA

MEIR NAVE,

Plaintiff.

VS.

ISATOU PROPERTIES INVESTMENT, LLC, a Florida limited liability company; DAVIS ISATOU A/KA ISATOU DAVIS; ENCANTADA AT PEMBROKE PINES COMMUNITY ASSOCIATION, INC., a not for profit Florida corporation; UNKNOWN TENANT IN POSSESSION #1; AND UNKNOWN TENANT IN POSSESSION #2; Defendants.

NOTICE OF LIS PENDENS

To Defendants, ISATOU PROPERTIES INVESTMENT, LLC, a Florida limited liability company, DAVIS ISATOU A/KA ISATOU DAVIS, ENCANTADA AT PEMBROKE PINES COMMUNITY ASSOCIATION, INC., a not for profit Florida corporation, UNKNOWN TENANT IN POSSESSION #1, UNKNOWN TENANT IN POSSESSION #2, AND ALL OTHERS WHOM IT MAY CONCERN:

YOU ARE NOTIFIED of the institution of this action by Plaintiff against you seeking the Foreclosure of a Mortgage as to the following described property, to wit:

SEE EXHIBIT "A" FOR COMPLETE LEGAL DESCRIPTION

DATED on this 10 day of Navember, 2020.

DAVID R. ROY, P.A. Attorney for Plaintiff 4209 N. Federal Hwy. Pompano Beach, FL 33064 Tel. (954) 784-2961

Email: david@davidrroy.com Email: texton@davidrroy.com

Teyvon Johnson Fla. Bar No. 1011005

Exhibit "A" Legal Description

That portion of Parcel A, according to the VULCAN MATERIALS COMPANY PLAT NO. 2, as recorded in Plat Book 159, Page 36, of the Public Records of Broward County, Florida, described as follows:

Commencing at the Northeast corner of said Parcel A; thence run South 89°51'45" West (on a Plat bearing) 3779.17 feet along the North boundary of said Parcel A; thence run South 00°08'15" East, 994.27 feet to the Point of Beginning; thence continue South 00°08'15" East 70 feet; thence run South 89°51'45" West 130 feet; thence run North 00°08'15" West 70 feet; thence run North 89°51'45" East 130 feet to the Point of Beginning. Said lands situate in the City of Pembroke Pines, Broward County, Florida.

a/k/a: 1070 SW 191st Lane, Pembroke Pines, FL 33029

Parcel Identification No.: 513924-03-4360

Instr# 117934051 , Page 1 of 6, Recorded 02/14/2022 at 02:12 PM
Broward County Commission

Filing # 143724270 E-Filed 02/10/2022 06:23:54 PM

IN THE CIRCUIT COURT OF THE 17TH JUDICIAL CIRCUIT IN AND FOR BROWARD COUNTY, FLORIDA

CASE NO. CACE20018863 DIVISION 11 JUDGE Andrea Gundersen

5950 SBA Loan I, LLC

Plaintiff(s) / Petitioner(s)

V.

Isatou Properties Investment LLC, et al

Defendant(s) / Respondent(s)

CONSENT IN REM FINAL JUDGMENT OF FORECLOSURE

THIS CAUSE, having been agreed to by the parties prior to coming before the Court on February 9, 2022, on Plaintiff, 5950 SBA LOAN I, LLC's ("Plaintiff") Amended Motion for Summary Judgment ("Motion"). The Court having reviewed the file, having been advised that the Defendants, ISATOU PROPERTIES INVESTMENT, LLC and DAVIS ISATOU A/K/A ISATOU DAVIS have consented to this Judgment. The Defendant, ENCANTADA AT PEMBROKE PINES COMMUNITY ASSOCIATION, INC., was noticed for the hearing but did not appear and raised no objection. It filed its Answer on November 23, 2020, requesting for a right to surplus and raised no affirmative defenses. The Court having been notified of the parties' agreement and otherwise being fully advised in the matter, it is hereby **ORDERED** and **ADJUDGED** that:

- Plaintiff's Amended Motion for Summary Judgment is GRANTED In Rem against Defendants, ISATOU PROPERTIES INVESTMENT, LLC, a Florida Liability Company, DAVIS ISATOU A/K/A ISATOU DAVIS.
- 2. Plaintiff is due the amount of \$377,637.58, which breaks down as follows:

Principal	\$280,000.00
Interest @18% (7/1/2020 to 2/8/2022)	\$81,054.25
Prior attorney's fees and costs	\$3,075.00

Page 2 of 6

TOTAL OUTSTANDING	\$377,637.58
Less: Reserve	\$2,000.00
Subtotal through 2/3/2022	\$379,637.58
Acquisition Cost	\$2,250.00
Insurance	\$242.82
Late Fees @ \$280.00/month (7/1/2020 to 2/8/2022)	\$5,600.00
Attorney's fees and costs	\$7,415.51

- 3. The Defendant, ENCANTADA AT PEMBROKE PINES COMMUNITY ASSOCIATION, INC., is named in this Judgment since its lien rights are inferior to Plaintiff's interest, however, any possible inferior lien rights will survive the foreclosure sale pursuant to its Declaration of Covenants and Restrictions or Declaration of Condominium, Florida Statute 718 or Florida Statute 720.
- 4. This Judgment shall bear interest at the prevailing default interest rate owed pursuant to the Note and Mortgage from this date forward, if any, or pursuant to the maximum statutory allowed interest rate allowed. Thereafter, from January 1st of each succeeding year until the Judgment is paid in full or satisfied, the interest rate will adjust in accordance with Section 55.03 of the Florida Statutes unless another rate is provided for in the Note and Mortgage.
- 5. Plaintiff holds a lien for the Total Sum superior to any claim of Defendants on the following described property situated in Broward County, Florida:

That portion of Parcel A, according to the VULCAN MATERIALS COMPANY PLAT NO. 2, as recorded in Plat Book 159, Page 36, of the Public Records of Broward County, Florida, described as follows:

Commencing at the Northeast corner of said Parcel A; thence run South 89 degrees 51'45" West (on a Plat bearing) 3779.17 feet along the North boundary of said Parcel A; thence run South 00 degrees 08'15" East, 994.27 feet to the Point of Beginning; thence continue South 00 degrees 08'15" East 70 feet; thence run Sputh 89 degrees 51'45" West 130 feet; thence run North 00 degrees 08'15" West 70 feet; thence run North 89 degrees 51'45" East 130 feet to the Point of Beginning. Said lands situate in the City of

Page 3 of 6

Pembroke Pines, Broward County, Florida. Street

Address: 1070 SW 191st Lane, Pembroke Pines, FL 33029.

Parcel Identification No.: 513924-03-4360

6. If the aforesaid Total Outstanding due to the Plaintiff, and all costs of this proceeding incurred subsequent to the date of this Final Judgment of Foreclosure are not paid, the Clerk of this Court shall sell the property at public sale at 10:00 AM on May 10, 2022, to the highest and best bidder of bidders, for cash, online at www.broward.realforeclosure.com, after having first given notice thereof, in accordance with Section 45.031 of the Florida Statutes.

- 7. Costs. Plaintiff shall advance all subsequent costs of this action and shall be reimbursed for them by the Clerk if Plaintiff is not the purchaser of the property for sale, provided, however, that the purchaser of the property for sale shall be responsible for the documentary stamps payable on the certificate of title. If the plaintiff is the purchaser, the clerk shall credit Plaintiff's bid with the total sum with interest and costs incurred subsequent to this Judgment, or such part of it, as is necessary to pay the bid in full.
- 8. Distribution of Proceeds. On filing the certificate of title the clerk shall distribute the proceeds of the sale, so far as they are sufficient by paying: first, all of Plaintiff's costs, second, documentary stamps affixed to the certificate, third, Plaintiff's attorney's fees; fourth, the total sum due to Plaintiff, less the items paid, plus interest at the rate prescribed in paragraph 4 from this date to the date of the sale; and by retaining any remaining amount pending to the further order of this Court.
- 9. In the event that the Plaintiff is the successful bidder at the sale, the Plaintiff shall be entitled to assign the successful bid to a third party, without further Order of the Court, and upon the Plaintiff submitting an Assignment of Bid, the Clerk is instructed to issue the Certificate of Title to any third party named therein.

Page 4 of 6

10. After confirmation of that sale, whether confirmation by the Clerk filing the Certificate of Title, or by Order of this Court ruling upon objections to that sale, the Clerk shall make distribution of the proceeds of that sale by paying:

- A. All costs and expenses of these proceedings subsequent to the entry of this Final Judgment of Foreclosure, including the cost of publishing the Notice of Sale and the Clerk's fee for making the sale, unless Plaintiff having already paid for these two items of cost, shall be the purchaser at the sale, the costs of the Federal and State documentary tax stamps affixed to the Certificate of Title based upon the amount bid for the property, plus the costs if paid by the purchaser, and fee herein allowed to Plaintiff's attorney.
- B. The total sum herein found to be due Plaintiff, less the attorneys' fees mentioned above plus interest on the unpaid principal at the rate prescribed by law from the date of entry of the Final Judgment of Foreclosure to the date of sale.
- 11. Right of Redemption/Right of Possession. On filing the Certificate of Sale, Defendants and all persons claiming under or against Defendants since the filing of the Notice of Lis Pendens shall be foreclosed of all estate or claim in the property, and the Defendants' right of redemption as prescribed by Section 45.0315, Florida Statute shall be terminated, except as to claims or rights under Chapter 718 or Chapter 720, Florida Statutes, if any. Upon filing of the Certificate of Title, with respect to the Property described herein, the Defendants named herein, and all persons claiming by, through, under or against them since the filing of Notice of Lis Pendens in this action, are foreclosed of all estate, interest or claim in the property described herein, and the purchaser or purchasers at the sale shall be let into possession of the property. The Clerk of the Court is ordered to issue a Writ of Possession upon demand by the purchaser or purchasers without further Order of this Court.

Page 5 of 6

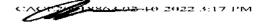
12. Jurisdiction of this action is retained to enter further Orders as are deemed necessary and proper, including, without limitation, writs of possession. If Plaintiff is the purchaser at the foreclosure sale, Plaintiff shall be entitled to issuance of a Writ of Possession upon request to the Clerk without further Order of this Court.

- 13. Plaintiff shall be entitled to file an Affidavit with the Clerk setting forth any interest, assessments, attorneys' fees and costs accruing between the time this Final Judgment of Foreclosure is entered and the time of the foreclosure sale. The total sum due Plaintiff shall be increased by such amounts without entry of any further Order by this Court.
- 14. IF THIS PROPERTY IS SOLD AT PUBLIC AUCTION, THERE MAY BE ADDITIONAL MONEY FROM THE SALE AFTER PAYMENT OF PERSONS WHO ARE ENTITLED TO BE PAID FROM THE SALE PROCEEDS PURSUANT TO THIS FINAL JUDGMENT.
- 15. IF YOU ARE A SUBORDINATE LIENHOLDER CLAIMING A RIGHT TO FUNDS REMAINING AFTER THE SALE, YOU MUST FILE A CLAIM WITH THE CLERK NO LATER THAN 60 DAYS AFTER THE SALE, IF YOU FAIL TO FILE A CLAIM, YOU WILL NOT BE ENTITLED TO ANY REMAINING FUNDS.
- 16. IF YOU ARE THE PROPERTY OWNER AND THE PROPERTY QUALIFIES FOR THE HOMESTEAD TAX EXEMPTION, YOU MAY CLAIM THESE FUNDS YOURSELF. YOU ARE NOT REQUIRED TO HAVE A LAWYER OR ANY OTHER REPRESENTATION AND YOU DO NOT HAVE TO ASSIGN YOUR RIGHTS TO ANYONE ELSE IN ORDER FOR YOU TO CLAIM ANY MONEY TO WHICH YOU ARE ENTITLED. PLEASE CHECK WITH THE CLERK OF THE COURT, WITHIN TEN (10) DAYS AFTER THE SALE TO SEE IF THERE IS ADDITIONAL MONEY FROM THE FORECLOSURE SALE THAT THE CLERK HAS IN THE REGISTRY OF THE COURT.
- 17. IF YOU DECIDE TO SELL YOUR HOME OR HIRE SOMEONE TO HELP YOU CLAIM THE ADDITIONAL MONEY, YOU SHOULD READ VERY CAREFULLY ALL PAPERS

Page 6 of 6

YOU ARE REQUIRED TO SIGN, ASK SOMEONE ELSE, PREFERABLY AN ATTORNEY WHO IS NOT RELATED TO THE PERSON OFFERING TO HELP YOU, TO MAKE SURE THAT YOU UNDERSTAND WHAT YOU ARE SIGNING AND THAT YOU ARE NOT TRANSFERRING YOUR PROPERTY OR EQUITY IN YOUR PROPERTY WITHOUT THE PROPER INFORMATION. IF YOU CANNOT AFFORD TO PAY AN ATTORNEY, YOU MAY CONTACT THE LEGAL AID SOCIETY. IF THEY CANNOT ASSIST YOU, THEY MAY BE ABLE TO REFER YOU TO A LOCAL BAR REFERRAL AGENCY OR SUGGEST OTHER OPTIONS. IF YOU CHOOSE TO CONTACT THE DADE COUNTY BAR ASSOCIATION LEGAL AID SOCIETY, YOU SHOULD DO SO AS SOON AS POSSIBLE AFTER RECEIPT OF THIS NOTICE.

DONE and ORDERED in Chambers, at Broward County, Florida on 02-10-2022.



CACE20018863 02-10-2022 3:17 PM

Hon. Andrea Gundersen

CIRCUIT JUDGE

Electronically Signed by Andrea Gundersen

Copies Furnished To:

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Davis Isatou, E-mail: <u>isatudavis@yahoo.com</u>

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Lauren Luck , E-mail : paralegal@laurenluck.com
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Case 22-18653-SMG Doc 25 Filed 11/18/22 Page 1 of 3



ORDERED in the Southern District of Florida on November 17, 2022.

Scott M. Grossman, Judge United States Bankruptcy Court

UNITED STATES BANKRUPTCY COURT SOUTHERN DISTRICT OF FLORIDA FORT LAUDERDALE DIVISION

In re:	Case No. 22-18653-SMG Chapter 11
ISATOU PROPERTIES INVESTMENTS, LLC,	2
/	

ORDER GRANTING EXPEDITED MOTION TO DISMISS CASE OR, IN THE ALTERNATIVE, MOTION FOR RELIEF FROM STAY IN ADDITION TO MOTION FOR PROSPECTIVE RELIEF FROM STAY

This matter came before the Court at 2:00 p.m. on November 16, 2022, on Creditor 5950 SBA Loan I, LLC's ("5950 SBA") Expedited Motion to Dismiss Case, or in the alternative, Motion for Relief from Stay in addition to Motion for Prospective Relief from Stay [DE #12] (the "Motions"). Neither Isatou Davis individually nor any other representative of the Debtor Isatou Properties Investments, LLC (the "Debtor") appeared at the hearing. The Court, having considered the Motions, the case file, and the arguments presented at the hearing, finds that:

A. This Chapter 11 case was filed in bad faith under the factors set forth in *In re Phoenix*

Case 22-18653-SMG Doc 25 Filed 11/18/22 Page 2 of 3

Piccadilly, Ltd, 849 F.2d 1393 (11th Cir. 1998);

- B. The Debtor's voluntary Chapter 11 petition [D.E. #1] was not signed by counsel and the Debtor has not retained counsel since the petition date; and
- C. The Debtor and Isatou Davis have filed multiple bankruptcy cases to prevent secured creditor 5950 SBA from exercising its rights in its collateral property located at 1070 SW 191st Lane, Pembroke Pines, FL 33029 (the "Property") and containing the legal description of

That portion of Parcel A, according to the VULCAN MATERIALS COMPANY PLAT NO. 2, as recorded in Plat Book 159, Page 36, of the Public Records of Broward County, Florida, described as follows:

Commencing at the Northeast corner of said Parcel A; thence run South 89 degrees 5114511 West (on a plat bearing) 3779.17 feet along the North boundary of said Parcel A; thence run South 00 degrees 0811511 East 994.27 feet to the Point of Beginning; thence continue South 00 degrees 0811511 East 70 feet; thence run South 89 degrees 5114511 West 130 feet; thence run North 00 degrees 08 115 11 West 70 feet; thence run North 89 degrees 5114511 East 130 feet to the Point of Beginning. Said lands situate in the City of Pembroke Pines, Broward County, Florida.

a/k/a Lot 44 in Pod E Encantada.

These multiple filings are part of a scheme to hinder, delay or defraud 5950 SBA.

Accordingly, it is **ORDERED** as follows:

- 1. 5950 SBA's motion to dismiss this case as a bad faith filing is granted.
- 2. The Debtor shall pay the United States Trustee the appropriate sum required pursuant to 28 U.S.C. Section 1930(a)(6) within ten (10) days of the entry of this Order and simultaneously provide to the United States Trustee an appropriate affidavit indicating the cash disbursements since the petition date in this bankruptcy case.
 - 3. The Debtor shall pay the Bankruptcy Clerk of the Court any outstanding fees, costs

Instr# 118526815 , Page 3 of 3, End of Document

Case 22-18653-SMG Doc 25 Filed 11/18/22 Page 3 of 3

and charges in connection with this case within ten (10) days of the entry of this Order.

Pursuant to 11 U.S.C. § 362(d)(4), 5950 SBA is granted prospective in rem relief from

stay for a period of two years from the date hereof such that the automatic stay will not be invoked as

to 5950 SBA through the subsequent bankruptcy filing of Debtor Isatou Properties Investments, LLC,

Isatou Davis individually, or any other person or entity claiming an interest in the Property through a

transfer from Isatou Properties Investments, LLC or Isatou Davis. The Court respectfully requests that

the Clerk of the Court for Broward County, Florida disregard any suggestion of bankruptcy or

bankruptcy notice filed by Isatou Properties Investments, LLC, Isatou Davis, or their transferees in an

attempt to postpone or cancel a foreclosure sale of the Property.

5. 5950 SBA's request for attorneys' fees and costs is granted. The Court abstains on a

determination of the amount of fees and costs to be awarded in favor of the Broward County Circuit

Court in the pending foreclosure action.

6. Except as set forth above, the Court reserves jurisdiction to enforce the terms of this

Order.

###

Submitted by:

Michael S. Hoffman

Hoffman, Larin and Agnetti P.A.

Counsel for 5950 SBA

909 North Miami Beach Boulevard, Suite 201

North Miami Beach, Florida 33162

Phone:

(305) 653-5555

Fax:

(305) 940-0090

E-mail:

mshoffman@hlalaw.com

Attorney Hoffman shall serve a copy of the signed order on all parties served with the motion and shall file with the court a certificate of service conforming with Local Rule 2002-1(F).

Instr# 118644381 , Page 1 of 3, Recorded 01/27/2023 at 01:18 PM Broward County Commission

Filing # 165571572 E-Filed 01/26/2023 07:12:25 PM

IN THE CIRCUIT COURT OF THE 17TH JUDICIAL CIRCUIT IN AND FOR BROWARD COUNTY, FLORIDA

CASE NO. CACE20018863 DIVISION: 11 JUDGE: Garcia-Wood, Marina (11)

5950 SBA Loan I, LLC

Plaintiff(s) / Petitioner(s)

 \mathbf{V}

Isatou Properties Investment LLC, et al

Def	end	ant((s) /	F	esp(ond	lent((s))

____/

ORDER GRANTING EMERGENCY MOTION TO ENFORCE THE ORDER ENTERED ON JANUARY 17, 2023, TO CANCEL THE DEFENDANTS' RECALL, TO VACATE THE FORECLOSURE SALE AND FOR THE FUNDS HELD IN TRUST TO BE DISBURSED TO THE PLAINTIFF

This matter coming before this Court on January 26, 2023 upon Plaintiff's EMERGENCY MOTION TO ENFORCE THE ORDER ENTERED ON JANUARY 17, 2023, TO CANCEL THE DEFENDANTS' RECALL, TO VACATE THE FORECLOSURE SALE AND FOR FUNDS HELD IN TRUST TO BE DISBURSED TO PLAINTIFF, and this Court having considered the Emergency Motion, having reviewed the Court file, having heard argument from Counsel for Plaintiff, Counsel for Defendants, ISATOU PROPERTIES INVESTMENT, LLC and DAVIS ISATOU A/K/A ISATOU DAVIS and Counsel for the Successful Bidder, REALTY WHOLESALERS, INC., , and being fully advised in the premises,

IT IS HEREBY ORDERED that Plaintiff's Emergency Motion is GRANTED as follows:

1. The Recall submitted by the Bank (Chase Bank) for Defendant's counsel (Nathalie F. Demesmin, Esq. and/or The Advocate Consulting Law Group) is hereby cancelled. Wells Fargo, the Bank for Plaintiff's counsel (Shaun M. Zaciewski, Esq., and/or Law Offices of Shaun M. Zaciewski, P.A.,) shall lift any pending hold on the accounts of Plaintiff's counsel resulting from the Recall submitted by the Bank for Defendant's counsel.

- 2. The Court reserves ruling on Plaintiff's request for reimbursement for attorney's fees and costs associated with the unauthorized wire transfer initiated by Defendant's counsel (Nathalie F. Demesmin, Esq. and/or The Advocate Consulting Law Group).
- 3. Plaintiff's counsel shall hold the \$439,581.48, as wired by Defendant's counsel (Nathalie F. Demesmin, Esq. and/or The Advocate Consulting Law Group), in his Trust Account subject to being disbursed to Defendant's counsel upon receipt of the funds by Plaintiff or Plaintiff's counsel from the foreclosure sales proceeds addressed herein from the Clerk of Court.
- 4. The Order Granting Defendant's Emergency Motion to Cancel Sale entered January 17, 2023 at 7:42 p.m. is hereby vacated and rescinded and the Clerk's Foreclosure Sale held on January 17, 2023 is hereby reinstated with REALTY WHOLESALERS, INC. deemed the Successful Bidder at a purchase price ("Bid Amount") of \$438,600.00 which Bid Amount shall be paid by REALTY WHOLESALERS, INC. in full within two (2) business days following the entry of this Order.
- 5. Promptly upon receipt of the Bid Amount, the Clerk of Court shall issue its Certificate of Sale confirming the sale of the Subject Property in favor of REALTY WHOLESALERS, INC. regarding the Subject Property located at 1070 SW 191st Lane, Pembroke Pines, FL 33029 and whose Parcel ID Number is 513924-03-4360 and whose legal description is more fully described in the Consent in Rem Final Judgment of Foreclosure entered by this Court on February 10, 2022.
- 6. Pursuant to the Consent in Rem Final Judgment of Foreclosure, the Court retains jurisdiction to authorize the issuance of Writs of Possession by the Clerk of Court following the issuance of the Certificate of Title. The Clerk of Court shall also disburse the funds held in the Court Registry pursuant to paragraph 4 to Plaintiff's counsel, payable to Law Offices of Shaun M. Zaciewski, Trust Account, to the address of 175 SW 7th Street, Suite 1611, Miami, Florida 33130.
- 7. The Court reserves jurisdiction regarding any damages to the property related to Defendant's vacating the Subject Property.

Case Number: CACE20018863

DONE AND ORDERED in Chambers at Broward County, Florida on 26th day of January, 2023.

CACE20018863 01-26-2023 4:20 PM

CAST20018863 04/26:2023 12/11/2

Hon. Marina Garcia-Wood

CIRCUIT COURT JUDGE

Electronically Signed by Marina Garcia-Wood

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

Detail by Entity Name

Florida Not For Profit Corporation

ENCANTADA AT PEMBROKE PINES COMMUNITY ASSOCIATION, INC.

Filing Information

Document Number N9700000308 **FEI/EIN Number** 65-0888213 Date Filed 01/21/1997

State FL

ACTIVE Status

Principal Address

C/O THE MELONI LAW FIRM 1701 NE 164TH STREET SUITE 303

MIAMI, FL 33162-4018

Changed: 08/29/2019

Mailing Address

C/O THE MELONI LAW FIRM 1701 NE 164TH STREET SUITE 303

MIAMI, FL 33162-4018

Changed: 08/29/2019

Registered Agent Name & Address

MELONI, EDOARDO ESQ.

1701 NE 164TH STREET, SUITE 303 NORTH MIAMI BEACH, FL 33162-4018

Name Changed: 04/29/2022

Address Changed: 08/29/2019

Officer/Director Detail

Name & Address

Title VP Treasurer

Cain, Dennis C/O THE MELONI LAW FIRM 1701 NE 164TH STREET SUITE 303 MIAMI, FL 33162-4018

Title Director

Dunn, Gayon C/O THE MELONI LAW FIRM 1701 NE 164TH STREET SUITE 303 MIAMI, FL 33162-4018

Title President

Aloy, Nelson C/O THE MELONI LAW FIRM 1701 NE 164TH STREET SUITE 303 MIAMI, FL 33162-4018

Title Secretary

Nilo, Gigi C/O THE MELONI LAW FIRM 1701 NE 164TH STREET SUITE 303 MIAMI, FL 33162-4018

Title Director

Mendez, Joe C/O THE MELONI LAW FIRM 1701 NE 164TH STREET SUITE 303 MIAMI, FL 33162-4018

Annual Reports

Report Year	Filed Date
2020	02/18/2020
2021	02/02/2021
2022	04/29/2022

Document Images

04/29/2022 -- ANNUAL REPORT

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02/02/2021 ANNUAL REPORT	View image in PDF format
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04/14/1998 ANNUAL REPORT	View image in PDF format

Florida Department of State, Division of Corporations

2/2/23, 10:08 AM 1070 SW 191 LANE



Site Address	1070 SW 191 LANE, PEMBROKE PINES FL 33029	ID#	5139 24 03 4360
Property Owner	ISATOU PROPERTIES INVESTMENT LLC	Millage	2613
Mailing Address	1070 SW 191 LN PEMBROKE PINES FL 33029	Use	01-01
Abbr Legal Description	VULCAN MATERIALS COMPANY PLAT NO 2 159-36 B PART C AS,COMM AT NE COR OF PARCEL A,WLY ALG N/L OF PARCE 994.27 TO POB,CONT SLY 70.00,WLY 130.00,NLY 70.00,ELY 1 POD E ENCANTADA	LAFOR 3	3779.17,SLY

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).

				Prop	ert	y Assessm	ent V	alues/				
Year Land			Building / Improvement		Just / Market Value		Assessed / SOH Value		Tax			
2022	\$82	2,780	\$4	45,310		\$528	3,090		\$505,17	0	ĺ	
2021	\$82	2,780	\$3	76,470		\$459	9,250		\$459,25	0	\$9,1	14.18
2020	\$82	2,780	\$3	72,940		\$45	5,720		\$455,720		\$9,089.25	
			2022 Exc	emptions a	ind	Taxable Va	lues	by Ta	xing Authority			
				County		Scho	ol B	oard	Municip	al	Ind	ependent
Just Valu	ie			\$528,090			\$528	,090	\$528,0	90		\$528,090
Portabilit	y			0				0		0		0
Assesse	d/SOH			\$505,170			\$528	,090	\$505,170		\$505,170	
Homeste	ad			0				0	0		0	
Add. Hor	nestea	ad		0	0		0	0		0		
Wid/Vet/[Dis			0				0		0		
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Exempt 1	Гуре			0	0			0		0		
Taxable				\$505,170	70 \$528,090		,090	\$505,170			\$505,170	
			Sales His	tory					Land (Calcul	ations	
Date)	Type	Pric	е Во	ook/Page or CIN			Price		actor	Type	
7/2/201	18	QCD-T	\$10)	11	5183626			\$9.00		9,198	
10/25/20	001	SWD	\$237,5	500	323	307 / 1122						
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				,					Unit	S		1
	Eff./Act. Year Built: 2002/2001)01				
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Fire	Ga	arb	Light	Drain	П	Impr	S	afe	Storm	С	lean	Misc
26				5G	┪							

	Special Assessments							
Fire	Garb	Light	Drain	Impr	Safe	Storm	Clean	Misc
26			5G					
R			5G					
1			.21					

SmBus, PlnDue, DsclsDue, UNPAID, DO NOT DISMISS, DISMISSED

U.S. Bankruptcy Court Southern District of Florida (Fort Lauderdale) Bankruptcy Petition #: 22-18653-SMG

Date filed: 11/08/2022 *Debtor dismissed:* 11/18/2022

Assigned to: Scott M Grossman Chapter 11

Voluntary Asset

Debtor

Isatou Properties Investments LLC

1070 SW 191 Ln Pembroke Pines, FL 33029 BROWARD-FL Tax ID / EIN:

U.S. Trustee
Office of the US Trustee
51 S.W. 1st Ave.
Suite 1204
Miami, FL 33130
(305) 536-7285

represented by **Isatou Properties Investments LLC**PRO SE

Filing Date	#	Docket Text
11/08/2022	1 (5 pgs)	Chapter 11 Voluntary Petition. Proofs of Claim due by 1/17/2023. (Valencia, Yamileth) (Entered: 11/08/2022)
11/08/2022	2 (1 pg)	Application to Pay Filing Fee in Installments [Initial Amount Paid: \$869.00] Filed by Debtor Isatou Properties Investments LLC (Valencia, Yamileth) (Entered: 11/08/2022)
11/08/2022	3 (1 pg)	Order Granting Application To Pay Filing Fees In Installments (Re: # 2). [Amount Paid or Due \$869.00] Final Installment Payment in the Amount of \$869.00 due by 1/9/2023. (Valencia, Yamileth) (Entered: 11/08/2022)
11/08/2022	4 (2 pgs)	Notice of Incomplete Filings Due. Required Chapter 11 Case Management Summary. Chapter 11 debtors (other than individuals not engaged in business) must file Local Form "Chapter 11 Case Management Summary" on the earlier of three business days after the petition date, or one business day before the first scheduled hearing on any motion. [See Local Rule 2081-1(B)]. [Deficiency Must be Cured by 11/15/2022]. Creditor Matrix Due: 11/15/2022. Deadline for Attorney Representation: 11/15/2022. List of Twenty Largest Unsecured Creditors Due: 11/15/2022. Corporate Ownership Statement due 11/15/2022. Chapter 11 Small Business Documents and/or Subchapter V due by 11/15/2022. List of Equity Security Holders due 11/22/2022. Summary of Your Assets and Liabilities and Certain Statistical Information due 11/22/2022. Schedule A/B due 11/22/2022. Schedule D due 11/22/2022. Schedule E/F due 11/22/2022. Schedule G due 11/22/2022. Schedule H due 11/22/2022. Statement of

2/23, 10.24 AIVI		Civile - U.S. Bankruptcy Court.iisb
		Financial Affairs Due 11/22/2022. Declaration Concerning Debtors Schedules Due: 11/22/2022. [Incomplete Filings due by 11/22/2022]. (Valencia, Yamileth) (Entered: 11/08/2022)
11/08/2022	<u>5</u> (1 pg)	Order Denying Application To Pay Filing Fees In Installments (Re: # 2), Striking a Previous Order Allowing Installment Payments. [Amount Paid \$869.00] Deadline to Cure Installment Deficiency: 11/15/2022 (Cohen, Diana) (Entered: 11/08/2022)
11/08/2022		Receipt of Chapter 11 Filing Fee - \$869.00 by YV. Receipt Number 321604. (admin) (Entered: 11/08/2022)
11/09/2022	6 (2 pgs)	Order to Show Cause Why Case Should Not Be Dismissed For Failure of Corporate Debtor to Have Counsel (Re: 1 Voluntary Petition (Chapter 11) filed by Debtor Isatou Properties Investments LLC). Show Cause hearing to be held on 11/16/2022 at 02:00 PM at U.S. Courthouse, 299 E Broward Blvd Courtroom 308 (SMG), Fort Lauderdale, FL. (Gomez, Edy) (Entered: 11/09/2022)
11/09/2022	7 (1 pg)	AMENDED Order Denying Application To Pay Filing Fees In Installments and Directing Debtor to Correct Filing Deficiency(ies) to Avoid Dismissal of Case (Re: 2). Striking a Previous Order Allowing Installment Payments. [Amount Paid \$869.00] Deadline to Cure Installment Deficiency: 11/09/2022. (Cohen, Diana) (Entered: 11/09/2022)
11/09/2022	8 (1 pg)	Notice of Transmittal of PDF Document to BNC for Noticing (Re: 7 AMENDED Order Denying Application To Pay Filing Fees In Installments and Directing Debtor to Correct Filing Deficiency(ies) to Avoid Dismissal of Case (Re: 2). Striking a Previous Order Allowing Installment Payments. [Amount Paid \$869.00] Deadline to Cure Installment Deficiency: 11/09/2022.) (Cohen, Diana) (Entered: 11/09/2022)
11/09/2022	9 (1 pg)	Notice of Appearance and Request for Service by Michael S Hoffman Filed by Creditor 5950 SBA Loan I, LLC. (Hoffman, Michael) (Entered: 11/09/2022)
11/09/2022	10 (2 pgs)	Notice of Transmittal of PDF Document to BNC for Noticing (Re: 4 Notice of Incomplete Filings Due. Required Chapter 11 Case Management Summary. Chapter 11 debtors (other than individuals not engaged in business) must file Local Form "Chapter 11 Case Management Summary" on the earlier of three business days after the petition date, or one business day before the first scheduled hearing on any motion. [See Local Rule 2081-1(B)]. [Deficiency Must be Cured by 11/15/2022]. Creditor Matrix Due: 11/15/2022. Deadline for Attorney Representation: 11/15/2022. List of Twenty Largest Unsecured Creditors Due: 11/15/2022. Corporate Ownership Statement due 11/15/2022. Chapter 11 Small Business Documents and/or Subchapter V due by 11/15/2022. List of Equity Security Holders due 11/22/2022. Summary of Your Assets and Liabilities and Certain Statistical Information due 11/22/2022. Schedule A/B due 11/22/2022. Schedule D due 11/22/2022. Schedule E/F due 11/22/2022. Schedule G due 11/22/2022. Schedule H due 11/22/2022. Statement of Financial Affairs Due 11/22/2022. [Incomplete Filings due by 11/22/2022].) (Valencia, Yamileth) (Entered: 11/09/2022)
11/09/2022	11 (1 pg)	Order Authorizing Debtor in Possession to Continue Operation of its Business, Close Pre-Petition Bank Accounts, and Open Debtor in

2/23, 10:24 AM		CM/ECF LIVE - U.S. Bankruptcy Court:flsb
		Possession Bank Accounts . (Valencia, Yamileth) (Entered: 11/09/2022)
11/09/2022	12 (15 pgs; 3 docs)	Expedited Motion to Dismiss Case, or in the alternative Motion for Relief from Stay [Fee Amount \$188], in addition to Motion for Prospective Relief from Stay Filed by Creditor 5950 SBA Loan I, LLC (Attachments: # 1 Exhibit A: Final Judgment # 2 Exhibit B: Appraisal) (Hoffman, Michael) (Entered: 11/09/2022)
11/09/2022		Receipt of Motion for Relief From Stay(<u>22-18653-SMG</u>) [motion,mrlfsty] (188.00) Filing Fee. Receipt number A41674769. Fee amount 188.00. (U.S. Treasury) (Entered: 11/09/2022)
11/10/2022	13 (2 pgs)	Notice of Hearing (Re: 12 Expedited Motion to Dismiss Case, or in the alternative Motion for Relief from Stay [Fee Amount \$188], in addition to Motion for Prospective Relief from Stay Filed by Creditor 5950 SBA Loan I, LLC. Hearing scheduled for 11/16/2022 at 02:00 PM U.S. Courthouse, 299 E Broward Blvd Courtroom 308 (SMG), Fort Lauderdale, FL. (Gomez, Edy) (Entered: 11/10/2022)
11/10/2022	14 (3 pgs)	Notice of Filing <i>Resolution of F.R. Aleman and Associates, Inc.</i> , Filed by Creditor 5950 SBA Loan I, LLC. (Hoffman, Michael) (Entered: 11/10/2022)
11/10/2022	15 (1 pg)	Notice to Withdraw Document Filed by Creditor 5950 SBA Loan I, LLC (Re: 14 Notice of Filing). (Hoffman, Michael) (Entered: 11/10/2022)
11/10/2022	16 (3 pgs)	BNC Certificate of Mailing (Re: 4 Notice of Incomplete Filings Due. Required Chapter 11 Case Management Summary. Chapter 11 debtors (other than individuals not engaged in business) must file Local Form "Chapter 11 Case Management Summary" on the earlier of three business days after the petition date, or one business day before the first scheduled hearing on any motion. [See Local Rule 2081-1(B)]. [Deficiency Must be Cured by 11/15/2022]. Creditor Matrix Due: 11/15/2022. Deadline for Attorney Representation: 11/15/2022. List of Twenty Largest Unsecured Creditors Due: 11/15/2022. Corporate Ownership Statement due 11/15/2022. Chapter 11 Small Business Documents and/or Subchapter V due by 11/15/2022. List of Equity Security Holders due 11/22/2022. Summary of Your Assets and Liabilities and Certain Statistical Information due 11/22/2022. Schedule A/B due 11/22/2022. Schedule D due 11/22/2022. Schedule E/F due 11/22/2022. Schedule G due 11/22/2022. Schedule H due 11/22/2022. Statement of Financial Affairs Due 11/22/2022. Declaration Concerning Debtors Schedules Due: 11/22/2022. [Incomplete Filings due by 11/22/2022].) Notice Date 11/10/2022. (Admin.) (Entered: 11/11/2022)
11/10/2022	17 (2 pgs)	BNC Certificate of Mailing (Re: 3 Order Granting Application To Pay Filing Fees In Installments (Re: 2). [Amount Paid or Due \$869.00] Final Installment Payment in the Amount of \$869.00 due by 1/9/2023.) Notice Date 11/10/2022. (Admin.) (Entered: 11/11/2022)
11/10/2022	18 (2 pgs)	BNC Certificate of Mailing (Re: 5 Order Denying Application To Pay Filing Fees In Installments (Re: 2), Striking a Previous Order Allowing Installment Payments. [Amount Paid \$869.00] Deadline to Cure Installment Deficiency: 11/15/2022) Notice Date 11/10/2022. (Admin.) (Entered: 11/11/2022)

11/11/2022	1 <u>9</u> (2 pgs)	BNC Certificate of Mailing (Re: 11 Order Authorizing Debtor in Possession to Continue Operation of its Business, Close Pre-Petition Bank Accounts, and Open Debtor in Possession Bank Accounts.) Notice Date 11/11/2022. (Admin.) (Entered: 11/12/2022)
11/11/2022	20 (3 pgs)	BNC Certificate of Mailing - PDF Document (Re: 6 Order to Show Cause Why Case Should Not Be Dismissed For Failure of Corporate Debtor to Have Counsel (Re: 1 Voluntary Petition (Chapter 11) filed by Debtor Isatou Properties Investments LLC). Show Cause hearing to be held on 11/16/2022 at 02:00 PM at U.S. Courthouse, 299 E Broward Blvd Courtroom 308 (SMG), Fort Lauderdale, FL.) Notice Date 11/11/2022. (Admin.) (Entered: 11/12/2022)
11/11/2022	2 <u>1</u> (2 pgs)	BNC Certificate of Mailing - PDF Document (Re: <u>8</u> Notice of Transmittal of PDF Document to BNC for Noticing (Re: <u>7</u> AMENDED Order Denying Application To Pay Filing Fees In Installments and Directing Debtor to Correct Filing Deficiency(ies) to Avoid Dismissal of Case (Re: <u>2</u>). Striking a Previous Order Allowing Installment Payments. [Amount Paid \$869.00] Deadline to Cure Installment Deficiency: 11/09/2022.)) Notice Date 11/11/2022. (Admin.) (Entered: 11/12/2022)
11/11/2022	22 (3 pgs)	BNC Certificate of Mailing - PDF Document (Re: 10 Notice of Transmittal of PDF Document to BNC for Noticing (Re: 4 Notice of Incomplete Filings Due. Required Chapter 11 Case Management Summary. Chapter 11 debtors (other than individuals not engaged in business) must file Local Form "Chapter 11 Case Management Summary" on the earlier of three business days after the petition date, or one business day before the first scheduled hearing on any motion. [See Local Rule 2081-1(B)]. [Deficiency Must be Cured by 11/15/2022]. Creditor Matrix Due: 11/15/2022. Deadline for Attorney Representation: 11/15/2022. List of Twenty Largest Unsecured Creditors Due: 11/15/2022. Corporate Ownership Statement due 11/15/2022. Chapter 11 Small Business Documents and/or Subchapter V due by 11/15/2022. List of Equity Security Holders due 11/22/2022. Summary of Your Assets and Liabilities and Certain Statistical Information due 11/22/2022. Schedule A/B due 11/22/2022. Schedule D due 11/22/2022. Schedule E/F due 11/22/2022. Schedule G due 11/22/2022. Schedule H due 11/22/2022. Statement of Financial Affairs Due 11/22/2022. [Incomplete Filings due by 11/22/2022].)) Notice Date 11/11/2022. (Admin.) (Entered: 11/12/2022)
11/12/2022	23 (3 pgs)	BNC Certificate of Mailing - Hearing (Re: 13 Notice of Hearing (Re: 12 Expedited Motion to Dismiss Case, or in the alternative Motion for Relief from Stay [Fee Amount \$188], in addition to Motion for Prospective Relief from Stay Filed by Creditor 5950 SBA Loan I, LLC. Hearing scheduled for 11/16/2022 at 02:00 PM U.S. Courthouse, 299 E Broward Blvd Courtroom 308 (SMG), Fort Lauderdale, FL.) Notice Date 11/12/2022. (Admin.) (Entered: 11/13/2022)
11/16/2022	<u>24</u> (1 pg)	Certificate of Service Filed by Creditor 5950 SBA Loan I, LLC (Re: 12 Expedited Motion to Dismiss Case filed by Creditor 5950 SBA Loan I, LLC, Motion for Relief from Stay [Fee Amount \$188], Motion for Prospective Relief from Stay , 13 Notice of Hearing). (Hoffman, Michael) (Entered: 11/16/2022)
11/18/2022	25 (3 pgs)	Order Granting Motion to Dismiss Case (Re: # 12). [Filing Fee Balance Due: \$869.00], Granting Motion For Relief From Stay Re: # 12, Granting

_	72/20, 10:21/40		Children Live C.C. Barmagasy Courtness		
			Motion Re: # <u>12</u> (Grooms, Desiree) (Entered: 11/18/2022)		
	11/18/2022	26 (1 pg)	Certificate of Service Filed by Creditor 5950 SBA Loan I, LLC (Re: 25 Order on Motion to Dismiss Case, Order on Motion For Relief From Stay, Order on Miscellaneous Motion). (Hoffman, Michael) (Entered: 11/18/2022)		
	11/20/2022	27 (5 pgs)	BNC Certificate of Mailing - Order Dismissing Case (Re: <u>25</u> Order Granting Motion to Dismiss Case (Re: <u>12</u>). [Filing Fee Balance Due: \$869.00], Granting Motion For Relief From Stay Re: <u>12</u> , Granting Motion Re: <u>12</u>) Notice Date 11/20/2022. (Admin.) (Entered: 11/21/2022)		

PACER Service Center								
	Transaction Receipt							
	02/02/2023 10:23:42							
PACER Login:	GSGTitleExaminers	Client Code:						
Description:	Docket Report	Search Criteria:	22-18653-SMG Fil or Ent: filed Doc From: 0 Doc To: 99999999 Term: included Format: html Page counts for documents: included					
Billable Pages:	4	Cost:	0.40					

PROPERTY ID # 513924-03-4360 (TD # 49672)

WARNING

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

ART CENTER, LLC 20533 BISCAYNE BLVD #4218 AVENTURA, FL 33180

AS PER FLORIDA STATUTES 197.542, THE PROPERTY AT 1070 SW 191 LN PEMBROKE PINES FL 33029 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. IF YOU DO NOT OWN OR HAVE LEGAL INTEREST IN THIS PROPERTY, PLEASE DISREGARD THIS NOTICE.

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

AMOUNTS SHOWN BELOW ARE ESTIMATED AMOUNTS DUE WHICH MAY BE SUBJECT TO ADDITIONAL FEES. PLEASE CALL (954) 357-5374 FOR THE CORRECT AMOUNT DUE PRIOR TO 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 May 31, 2023\$72,417.57
- * Estimated Amount due if paid by June 20, 2023\$73,319.44

THERE ARE UNPAID TAXES ON THIS PROPERTY AND THE PROPERTY WILL BE SOLD AT PUBLIC AUCTION ON June 21, 2023 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

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

PROPERTY ID # 513924-03-4360 (TD # 49672)

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MEIR NAVE
C/O CAPITAL MANAGEMENT & SERVICING, INC.
PO BOX 950
FORT LAUDERDALE, FL 33302

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MORTGAGEX LLC 120 NIGHTHAWK AVE PLANTATION, FL 33324

AS PER FLORIDA STATUTES 197.542, THE PROPERTY AT 1070 SW 191 LN PEMBROKE PINES FL 33029 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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PROPERTY ID # 513924-03-4360 (TD # 49672)

WARNING

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5950 SBA LOAN I. LLC 8 THE GREEN STE A DOVER, DE 19901

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PROPERTY ID # 513924-03-4360 (TD # 49672)

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GREEN CORRIDOR PROPERTY ASSESSMENT CLEAN ENERGY (PACE) DISTRICT 5385 N. NOB HILL ROAD SUNRISE, FL 33351

AS PER FLORIDA STATUTES 197.542, THE PROPERTY AT 1070 SW 191 LN PEMBROKE PINES FL 33029 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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PROPERTY ID # 513924-03-4360 (TD # 49672)

WARNING

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MEIR NAVE DAVID R. ROY, P.A. 4209 N. FEDERAL HWY. POMPANO BEACH, FL 33064

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PROPERTY ID # 513924-03-4360 (TD # 49672)

WARNING

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

MICHAEL S. HOFFMAN HOFFMAN, LARIN AND AGNETTI P.A. 909 NORTH MIAMI BEACH BOULEVARD SUITE 201 NORTH MIAMI BEACH, FL 33162

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

- * Estimated Amount due if paid by May 31, 2023\$72,417.57 Or
- * Estimated Amount due if paid by June 20, 2023\$73,319.44

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PROPERTY ID # 513924-03-4360 (TD # 49672)

WARNING

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SHAUN M. ZACIEWSKI 175 SW 7TH STREET, SUITE 1611 MIAMI, FL 33130

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YGRENE ENERGY FUND FLORIDA, LLC 2100 SOUTH MCDOWELL BLVD PETALUMA, CA 94954

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YGRENE ENERGY FUND FLORIDA, LLC 3390 MARY STREET # 124 MIAMI, FL 33133

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*ENCANTADA AT PEMBROKE PINES % PINES PROPERTY MANAGEMENT 6941 SW 196 AVE STE 27 FORT LAUDERDALE, FL 33332-1609

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CITY OF PEMBROKE PINES CITY ATTORNEY'S OFFICE 601 CITY CENTER WAY PEMBROKE PINES, FL 33025

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ENCANTADA AT PEMBROKE PINES COMMUNITY ASSOCIATION, INC. C/O CASTLE MANAGEMENT, LLC 18500 SW 12TH ST PEMBROKE PINES, FL 33029

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GLOBAL FUNDING ASSOCIATES, INC 20533 BISCAYNE BLVD #4218 AVENTURA, FL 33180

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PETER B. WEINTRAUB ESQ, REGISTERED AGENT O/B/O REALTY WHOLESALERS INC 7700 CONGRESS AVE SUITE 1110 BOCA RATON, FL 33487

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REALTY WHOLESALERS, INC P.O. BOX 9409 PORT SAINT LUCIE, FL 34985

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REALTY WHOLESALERS, INC 3559 ORCHID DRIVE CORAL SPRINGS, FL 33065

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REALTY WHOLESALERS, INC 6011 SNOWY EGET LN GREENACRES, FL 33415

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REALTY WHOLESALERS, INC 471 GREYNOLDS CIR LANTANTA, FL 33462

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REALTY WHOLESALERS, INC 1070 SW 191 LANE PEMBROKE PINES, FL 33029

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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

PROPERTY ID # 513924-03-4360 (TD # 49672)

WARNING

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

REALTY WHOLESALERS, INC 3100 S. OCEAN BLVD 105N PALM BEACH, FL 33480

AS PER FLORIDA STATUTES 197.542, THE PROPERTY AT 1070 SW 191 LN PEMBROKE PINES FL 33029 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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PROPERTY ID # 513924-03-4360 (TD # 49672)

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REALTY WHOLESALERS, INC 928 S. DIXIE HWY #111 LANTANA, FL 33462

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PROPERTY ID # 513924-03-4360 (TD # 49672)

WARNING

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ALAN M. GRUNSPAN, REGISTERED AGENT O/B/O MORTGAGEX, LLC 120 NIGHTHAWK AVENUE PLANTATION, FL 33324

AS PER FLORIDA STATUTES 197.542, THE PROPERTY AT 1070 SW 191 LN PEMBROKE PINES FL 33029 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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PROPERTY ID # 513924-03-4360 (TD # 49672)

WARNING

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RANDY LEVINE, REGISTERED AGENT O/B/O ART CENTER, LLC 20533 BISCAYNE BLVD STE 4218 AVENTURA, FL 33180

AS PER FLORIDA STATUTES 197.542, THE PROPERTY AT 1070 SW 191 LN PEMBROKE PINES FL 33029 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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PROPERTY ID # 513924-03-4360 (TD # 49672)

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*GUILLERMO & DENISE C. CABEZA 1114 SW 191ST LANE PEMBROKE PINES, FL 33029

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PROPERTY ID # 513924-03-4360 (TD # 49672)

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*SOUTH BROWARD DRAINAGE DISTRICT 6591 SW 160 AVE SOUTHWEST RANCHES, FL 33331

AS PER FLORIDA STATUTES 197.542, THE PROPERTY AT 1070 SW 191 LN PEMBROKE PINES FL 33029 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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*TODD & INNA GOODMAN 1038 SW 191 LANE PEMBROKE PINES, FL 33029

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EDOARDO MELONI ESQ., REGISTERED AGENT
O/B/O ENCANTADA AT PEMBROKE PINES COMMUNITY ASSOCIATION, INC.
1701 NE 164TH STREET, SUITE 303
NORTH MIAMI BEACH, FL 33162-4018

AS PER FLORIDA STATUTES 197.542, THE PROPERTY AT 1070 SW 191 LN PEMBROKE PINES FL 33029 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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ENCANTADA AT PEMBROKE PINES COMMUNITY ASSOCIATION, INC. C/O THE MELONI LAW FIRM 1701 NE 164TH STREET SUITE 303 MIAMI, FL 33162-4018

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PROPERTY ID # 513924-03-4360 (TD # 49672)

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ISATOU PROPERTIES INVESTMENT LLC 1070 SW 191 LANE PEMBROKE PINES, FL 33029

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ISATOU DAVIS, REGISTERED AGENT O/B/O ISATOU PROPERTIES INVESTMENT LLC 1070 SW 191 LANE PEMBROKE PINES, FL 33029

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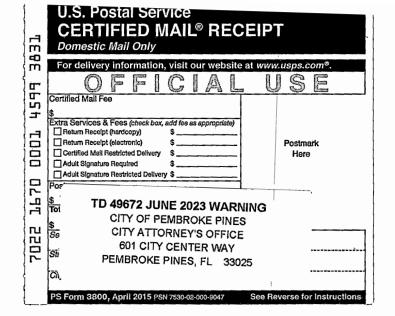
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1670	TD 49672 JUNE 2023 WARNING MEIR NAVE DAVID R. ROY, P.A.
7022	4209 N. FEDERAL HWY. POMPANO BEACH, FL 33064
}'-	PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions

3800	U.S. Postal Service CERTIFIED MAIL® RECEIP Domestic Mail Only	Γ
H	For delivery information, visit our website at www	usps.com®.
599	OFFICIAL U	SE
감	\$ Extra Services & Fees (check box, add fee as appropriate)	
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∤7	MICHAEL S. HOFFMAN	
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3817	U.S. Postal Service CERTIFIED MAIL® RECEIPT Domestic Mail Only
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유드바	U.S. Postal Service CERTIFIED MAIL® RECEIPT Domestic Mail Only
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Ł.	PROP MONTE PINES % PINES
문	6941 SW 196 AVE STE 27 Stre FT LAUDERDALE, FL 33332 City, State, ZIP14*
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3848	U.S. Postal Service CERTIFIED MAIL® RECEIPT Domestic Mail Only
	For delivery information, visit our website at www.usps.com®.
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55	U.S. Postal Service CERTIFIED MAIL® RECEIPT Domestic Mail Only
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7022	\$ 20533 BISCAYNE BLVD #4218 Sent
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3862	U.S. Postal Service CERTIFIED MAIL® RECEIPT Domestic Mail Only
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2	TD 49672 JUNE 2023 WARNING S PETER B. WEINTRAUB ESQ, REG AGENT
7	Tota PETER B. WEINTRAUB ESQ, REG AGENT O/B/O REALTY WHOLESALERS INC
Įπ	Seni 7700 CONGRESS AVE STE 1110
7022	STITES BOCA RATON, FL 33487
}	City,,
{	PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions

79	U.S. Postal Service CERTIFIED MAIL® RECEIPT Domestic Mail Only
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ļ	s REALTY WHOLESALERS, INC
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7022	Sire. PORT SAINT LUCIE, FL 34985
{	City,
	PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions

886	U.S. Postal Service CERTIFIED MAIL® RECEIPT Domestic Mail Only
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Į	City, State, ZIP+4°
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13	U.S. Postal Service CERTIFIED MAIL® RECEIPT Domestic Mail Only
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909	U.S. Postal Service CERTIFIED MAIL® RECEIPT Domestic Mail Only
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17.6	U.S. Postal Service CERTIFIED MAIL® RECEIPT Domestic Mail Only
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<u>ق</u> رَّ	\$ TD 49672 JUNE 2023 WARNING
] -7	REALTY WHOLESALERS, INC
រុក្ខ	Sent To 928 S. DIXIE HWY #111
702	Street ani LANTANA, FL 33462
}	City, State,
١	PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions

<u> </u>	U.S. Postal Service CERTIFIED MAIL® RECEIPT Domestic Mail Only
39	For delivery information, visit our website at www.usps.com®.
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п	S ALAN M. GRUNSPAN, REGISTERED AGENT
702	Stre 120 NIGHTHAWK AVENUE
	PLANTATION, FL 33324
1	PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions

30	U.S. Postal Service CERTIFIED MAIL® RECEIPT Domestic Mail Only
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п	\$ RANDY LEVINE, REG AGENT Sent To O/B/O ART CENTER, LLC
712	Street a 20533 BISCAYNE BLVD STE 4218
	City, Siz PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions

3947	U.S. Postal Service CERTIFIED MAIL® RECEIPT Domestic Mail Only
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1	\$ *GUILLERMO & DENISE C. CABEZA
7022	Street PEMBROKE PINES, FL 33029
}	City, 5 PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions

3954	U.S. Postal Service CERTIFIED MAIL® RECEIPT Domestic Mail Only
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1670	s TD 49672 JUNE 2023 WARNING
清	Total Po *SOUTH BROWARD DRAINAGE DISTRICT
	\$ 6591 SW 160 AVE
ű	Sent To SOUTHWEST RANCHES, FL 33331
7022	Street al
}	City, Sta
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3961	U.S. Postal Service CERTIFIED MAIL® RECEIPT Domestic Mail Only
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7022	\$ 1038 SW 191 LANE Ser PEMBROKE PINES, FL 33029
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ļ	City PS Form 380'0, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions

7 B	U.S. Postal Service CERTIFIED MAIL® RECEIPT Domestic Mail Only
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ш	\$ PEM PINES COMM ASSOC INC Sent 76 1701 NE 164TH ST, SUITE 303
702	Street NMB, FL 33162-4018 City, State, ZIP-48
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9.5	U.S. Postal Service CERTIFIED MAIL® RECEIPT Domestic Mail Only
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Lin.	ASSOC, INC. Sent To C/O THE MELONI LAW FIRM
7022	1701 NE 164TH ST STE 303
	City, State, TD 40672 HINE 2022 WARDNING
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3688	CERTIFIED MAIL® RECEIPT Domestic Mail Only
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1670	Postag TD 49672 JUNE 2023 WARNING S ISATOU DAVIS, REG AGENT
Ì	\$ O/B/O ISATOU PROPERTIES INVESTMENT LLC Sent Ti
7022	Street. PEMBROKE PINES, FL 33029
	City, Si
l	PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions

15	U.S. Postal Service CERTIFIED MAIL® RECEIPT Domestic Mail Only
35	For delivery information, visit our website at www.usps.com®.
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3701	U.S. Postal Service CERTIFIED MAIL® REC	EIP	T , .	* * *
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	City, S PS Form 3800, April 2015 PSN 7530-02-000-9047,	See Re	everse fo	r Instrucțions

3718	CERTIFIED MAIL® RECEIPT Domestic Mail Only
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1.5	YGRENE ENERGY FUND FLORIDA, LLC
7-7	Total 3390 MARY STREET # 124
띪	Sent i MIAMI, FL 33133
7022	Street
	City, State, ZIP+4®
	PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions

125	CERTIFIED MAIL® RECEIPT Domestic Mail Only
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닖	\$ 471 GREYNOLDS CIR Sent To LANTANTA, FL 33462
7022	Street and
	City, State, 21774
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7022	S PEMBROKE PINES, FL 33029
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SENDED, COMPLETE THE SECTION	COMPLETE THIS SECTION O	N DELIVERY
■ Complete items 1, 2, and 3. ■ Print your name and address on the reverse so that we can return the card to you. ■ Attach this card to the back of the mailpiece, or on the front if space permits. 1. Article Addressed to: TD 49672 JUNE 2023 WARNING *SOUTH BROWARD DRAINAGE DISTRICT 6591 SW 160 AVE SOUTHWEST RANCHES, FL 33331	A. Signature X B. Received by (Printed Name) SUSTE REPORT D. Is delivery address different fr If YES, enter delivery address	Agent Addre
9590 9402 7201 1284 6349 85 2. Article Number (Transfer from service label)	3. Service Type ☐ Adult Signature ☐ Adult Signature Restricted Delivery ☐ Certified Mail® ☐ Certified Mail® ☐ Certified Mail Restricted Delivery ☐ Collect on Delivery ☐ Collect on Delivery	☐ Priority Mail Expres ☐ Registered Mail™ ☐ Registered Mail Repelivery ☐ Signature Confirma ☐ Signature Confirma ☐ Restricted Delivery
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	TI D STREET BOOK TOOLS IS A STREET OF STREET	3. Service Type	☐ Priority Mail Express®
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į	9590 9402 7201 1284 6349 92	☐ Certified Mall®☐ Certified Mall Restricted Delivery	Delivery ☐ Signature Confirmation
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	Jan 1992
COMPLETE THIS SECTION ON DELIVERY	SENDER: COMPLETE THIS SECTION
A. Signature X B. Received by (Printed Name) C. Date D. Is delivery address different from item 1? If YES, enter delivery address below:	■ Complete items 1, 2, and 3. ■ Print your name and address on the reverse so that we can return the card to you. ■ Attach this card to the back of the mailpiece, or on the front if space permits. 1. Article Addressed to: TD 49672 JUNE 2023 WARNING MEIR NAVE DAVID R. ROY, P.A. 4209 N. FEDERAL HWY. POMPANO BEACH, FL 33064
3. Service Type	9590 9402 7201 1284 6349 09
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	 SENDER: COMPLETE THIS SECTION Complete items 1, 2, and 3. Print your name and address on the reverse so that we can return the card to you. Attach this card to the back of the mailpiece, or on the front if space permits. 1. Article Addressed to:
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<u>ا</u> انر	PS Form 3811, July 2020 PSN 7530-02-000-9053

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Complete items 1, 2, and 3.	A. Signature)
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Attach this card to the back of the mailpiece, or on the front if space permits	B. Received by (Printed Name)	C. Date of Delive
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	ii 120, enter delivery address	2 DO::044. [] 140
P.O. BOX 9409 PORT SAINT LUCIE, FL 34985		
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1 1 1 1 1 1 1 1 1 1	3. Service Type	☐ Priority Mail Express®
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2. A		3. Service Type Adult Signature Adult Signature Restricted Delivery Certified Mail® Certified Mail Restricted Delivery Cellect on Delivery n Delivery Restricted Delivery flall Adult Restricted Delivery (over \$500)	☐ Priority Mail Express® ☐ Registered Mail™ ☐ Registered Mail Restricte Delivery ☐ Signature Confirmation™ ☐ Signature Confirmation ☐ Restricted Delivery
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1	SENDER: COMPLETE THIS SECTION		COMPLETE THIS SECTION ON DI	ELIVERY
	 Complete items 1, 2, and 3. Print your name and address on the reverse so that we can return the card to you. Attach this card to the back of the mailpiece, or on the front if space permits. Article Addressed to: TD 49672 JUNE 2023 WARNING 5950 SBA LOAN I, LLC 8 THE GREEN STE A DOVER, DE 19901 	2	A. Signature A.	☐ Age ☐ Add C. Date of D
1	9590 9402 7201 1284 6349 23 2. Article Number Transfer from Service John 7 022 14 7 0 1000 1 14 5 7 7 1 3 7 7	7.00 7.00 7.00	Adult Signature Adult Signature Restricted Delivery Certified Mail® Certified Mail Restricted Delivery Collect on Delivery I Mail I I I I I I I I I I I I I I I I I I I	Priority Mall Exp Registered Mall Registered Mall Registered Mall Delivery Signature Confir Restricted Delivery

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COMPLETE THIS SECTION ON DELIVERY	SENDER: COMPLETE THIS SECTION
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D. Is delivery address different from item 1?	or on the front if space permits. 1. Article Addressed to:
If YES, enter delivery address below:	TD 49672 JUNE 2023 WARNING ENCANTADA AT PEMBROKE PINES COMM ASSOC, INC. C/O CASTLE MGMT, LLC 18500 SW 12TH ST
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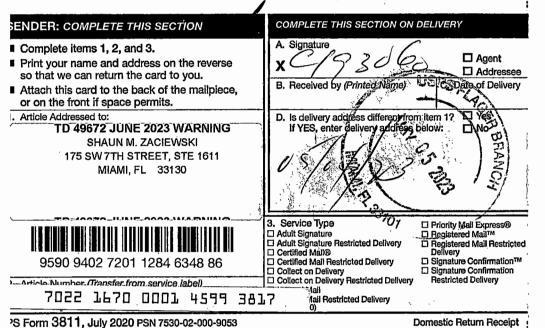
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COMPLETE THIS SECTION ON DELIVERY SENDER: COMPLETE THIS SECTION A. Signature ■ Complete items 1, 2, and 3. □ Agent ■ Print your name and address on the reverse ☐ Addressee so that we can return the card to you. B. Received by (Printed Name) C. Date of Delivery Attach this card to the back of the mailpiece, SATOULDAN or on the front if space permits. D. Is delivery eddies differentiation item 1? If YES egger delivery eddies below: Z Yes . Article Addressed to: □ No **TD 49672 JUNE 2023 WARNING** ISATOU DAVIS, REG AGENT O/B/O ISATOŪ PROPERTIES INVESTMENT LLC MAY 1 1 2023 1070 SW 191 LANE PEMBROKE PINES, FL 33029 3. Service Type ☐ Priority Mail Express® ☐ Registered Mail™ ☐ Adult Signature ☐ Adult Signature ☐ Adult Signature ☐ Certified Mail® 33029 Registered Mail Restricted Delivery 9590 9402 7201 1284 6347 70 ☐ Certified Mail Restricted Deliver ☐ Signature Confirmation™ ☐ Signature Confirmation Restricted Delivery ☐ Collect on Delivery 7022 1670 0001 4599 ☐ Collect on Delivery Restricted Delivery ·---alali

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Complete items 1, 2, and 3. Print your name and address on the reverse so that we can return the card to you. Attach this card to the back of the mailpiece, or on the front if space permits.	A. Signature S. PALM BCH FL 334 X 11 MAY 2023PM 1 D Addressee B. Received by (Printed Name) C. Date of Delivery D. Is delivery address different from item 12 Yes
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