

THIS INSTRUMENT PREPARED BY  
And RETURN TO:  
Marcelo Law Group, P.A.  
6505 Blue Lagoon Drive Suite 130  
MIAMI, FLORIDA 33126

THIS IS A BALLOON MORTGAGE SECURING A FIXED  
RATE OBLIGATION. THE FINAL PAYMENT OR THE  
BALANCE DUE UPON MATURITY WOULD BE THE  
PRINCIPAL SUM OF \$ 510,000.00 TOGETHER WITH  
ACCRUED INTEREST.

#### MORTGAGE DEED

THIS MORTGAGE, executed this 21<sup>st</sup> day of May, 2019, at Miami, Florida by **RESORT VILLA 307 LLC, A FLORIDA LIMITED LIABILITY COMPANY**, its address at 1155 BRICKELL BAY DR APT 3111, Miami, FL 33131 called the Mortgagor which term as used herein in every instance shall include the Mortgagor's successors, legal representatives and assigns, including all the subsequent grantees, either voluntary by act of the parties or involuntary by operation of law, and shall denote the singular and/or plural and the masculine and/or feminine, and natural and/or artificial, persons, whenever and wherever the context so requires or admits to, **NODUS FINANCE LLC, a Florida limited liability company**, its address at 1000 Brickell Ave, Suite 1112, Miami FL 33131, the party of the second part, hereinafter called the Mortgagee, which term as used herein in every instance shall include the Mortgagee's successors, legal representatives and assigns, including all subsequent assignees, either voluntary by act of the parties or involuntary by operation of law.

#### WITNESSETH:

THAT for good and valuable considerations, and also to secure the payment of the aggregate sum of money named in the promissory note of even date herewith, in the amount of \$510,000.00 hereinafter mentioned, together with interest thereon and any extensions and renewals thereof and all other sums of money secured hereby as hereinafter provided which will mature on June 01, 2022, the Mortgagor does grant, bargain, sell, alien, remise, release, convey and confirm unto the Mortgagee, in fee simple:

**Condominium Parcel 307, of RESORT VILLA ONE, A CONDOMINIUM, according to the Declaration of Condominium thereof, dated July 1, 1998, filed of Record July 1, 1998, in Official Records Book 18170, Page 3401, of the Public Records of Miami-Dade County, Florida, and all amendments thereto.**

#### THIS IS A FIRST MORTGAGE

Together with all building, structures, and improvements of every nature whatsoever now or hereinafter situated on the said property, and all furniture, furnishings, fixtures, machinery, equipment, inventory and materials on site, and personal property of every nature whatsoever now or hereafter owned by the Mortgagor and located in, on, or used or intended to be used in connection with or with the operation of said property, buildings, structures or other improvements, including all extensions, additions, improvements, betterment's, renewals and replacements to any of the foregoing; and all of the right, title and interest of the Mortgagor in any such personal property or fixtures subject to a conditional sales contract, Chattel Mortgage or similar lien or claim together with the benefit of an deposits or payments now or hereafter made by the Mortgagor or on its behalf.

Together with all and singular the tenements, hereditaments, easements and appurtenances thereunto belonging, or in any wise appertaining and the rents, issues, and profits thereof, and also all the estate, right, title, interest and all claims and demands

whatsoever, as well in law as in equity, of said Mortgagor in and to the same; and every part and parcel thereof, and also specifically but not by way of limitation all gas and electric fixtures, radiators, heaters, water pumps, air conditioning equipment, machinery, boilers, ranges, elevators and motors, bath tubs, sinks, water closets, water basins, pipes, faucets, and other plumbing and heating fixtures, mantels, refrigerating plants and ice boxes, window screens, screen doors, venetian blinds, cornices, storm shutters and awnings, which are now or may hereafter pertain to or be used with, in or on the premises, even though they be detached or detachable, are and shall be deemed to be fixtures and accessories to the freehold and a part of the realty.

TO HAVE AND TO HOLD the same, together with the tenements, hereditaments and appurtenances thereunto belonging, and the rents, issues and profits thereof, unto the said Mortgagee.

The said Mortgagor hereby covenants with the said Mortgagee that the said Mortgagor is indefeasible seized with the absolute and fee simple title to said property, and has full power and a lawful authority to sell, convey, transfer and Mortgage the same; that it shall be lawful at any time hereafter for the Mortgagee peaceably and quietly to enter upon, have, hold and enjoy said property, and ever part thereof, that said property is free and discharged from all liens, encumbrances and claims of any kind, including taxes and assessments, except those that may be set out above or hereinafter, that the Mortgagor will make at Mortgagor's expenses and at no expense to Mortgagee such other and further assurances to perfect the fee simple title to said land, fixtures and personal property in the Mortgagee as may hereafter be required; and that the Mortgagor hereby fully warrants unto the Mortgagee the title to said property and will defiance the same against the lawful claims and demands of all persons whomsoever.

NOW, THEREFORE, the conditions of this Mortgage are such that if the Mortgagor shall well and truly pay unto the Mortgagee the indebtedness evidenced by that (those) certain promissory note(s) of even date herewith, made by the Mortgagor and payable to the Mortgagee in the aggregate principal sum of **Five Hundred Ten Thousand and 00/100 Dollars (\$510,000.00)** the final payment of which is due thirty-six months from the date hereof to wit: June 01, 2022, together with interest, and shall perform, comply with and abide by each and every stipulation, agreement, condition and covenant contained and set forth in this Mortgage and in the promissory note or notes secured thereby, then this mortgage and the estate hereby created shall cease and be null and void.

AND the Mortgagor does hereby covenant and agree:

1. To perform, comply with and abide by each and every stipulation, agreement, condition and covenant contained and set forth in said promissory note or notes, this Mortgage and, if applicable, the loan agreement between the Mortgagee and Mortgagor.
2. To pay the indebtedness secured by this instrument and according to the true tenor and effect of the promissory note hereinabove mentioned or of any extension or renewal thereof, promptly on the days or days the same severally become due.
3. To pay, before becoming delinquent, all obligations, encumbrances, taxes, assessments, paving, sidewalk, sanitary and other assessments, levies or liens now or hereafter levied or imposed upon or against the mortgaged property, and to exhibit to the Mortgagee before such taxes, assessments, liens and encumbrances become delinquent, the official receipts for payment thereof, and if the same or any part thereof be not paid before becoming delinquent, the Mortgagee may at any time, after notice and opportunity to cure, pay the same with accrued interest and charges, if any, without waving or affecting Mortgage's option to foreclose this Mortgage, or any right hereunder, and every payment so made shall bear interest from the date thereof at the highest rate authorized by law and all such payments with interest shall be secured by the lien hereof.

4. This Mortgage is personal to the Mortgagor herein, and no conveyance shall be made by Mortgagor of the premises herein described or any part thereof or interest therein without first obtaining the prior written consent of the Mortgagee. In the event Mortgagee gives this written consent, the grantee named in such conveyance shall assume and agree to pay the obligation evidenced by the promissory note secured hereby. Any conveyance of the property herein described or any part thereof in violation of the terms of this paragraph shall entitle Mortgagee to accelerate the payment of the obligation secured hereby and all sums of money secured hereby shall, at the option of Mortgagee, become due and payable and in default whether or not the same are so due and payable and in default by the specific terms hereof. Nothing herein contained shall be construed to constitute a novation or release of Mortgagor or any subsequent owner, of liability or obligation under the promissory note secured hereby or this Mortgage by reason of the aforesaid assumption of the obligation under the note secured hereby, by a subsequent owner of the property described herein.

5. Until default in the performance of any of the covenants or agreements of this Mortgage and the Note which it secures, the Mortgagor shall be entitled to collect the rents, issues and profits from the premises hereby Mortgaged. That in the event of a suit being instituted to foreclose this Mortgage, the Mortgagee shall be entitled to apply at any time during such foreclosure suit to the court having jurisdiction thereof for the appointment of a receiver of all and singular the mortgaged property, and of all rents, incomes, profits, issues and revenues there from. It is hereby expressly covenanted and agreed that the court shall forthwith appoint such receiver with the usual powers and duties of receivers in like cases; and said appointment shall be made by the court as a matter of strict right to the Mortgagee, and without reference to the adequacy or inadequacy of the value of the property hereby mortgaged, or to the solvency or insolvency of the Mortgagor or any other party defendant to such suit. The Mortgagor hereby specifically waives the right to object to the appointment of a receiver as aforesaid and hereby expressly consents that such appointment shall be made as admitted equity and as matter of absolute right to the Mortgagee and that the same may be done without notice to the Mortgagor.

6. a) To comply with all the terms, covenants, agreements and conditions of any mortgage encumbering the property herein described, whether superior, or junior to the lien of this Mortgage

b) That any default, breach or violation of any term, covenant, agreement or condition of any such mortgage, whether superior or junior to the lien of this Mortgage, shall be a default hereunder and shall vest in Mortgagee all and ever the remedies herein provided for in case of default.

c) That failure by the Mortgagor to pay the monies referred to in any such mortgage, whether superior or junior to the lien of this Mortgage, within 15 days next after the same severally becomes due and payable, shall also constitute a default under this Mortgage.

d) That if any proceedings should be instituted against the property covered by this mortgage, upon any other lien or claim whether superior or junior to the lien of this Mortgage, the Mortgagee may at its option immediately upon institution of such suit or during the pendency thereof declare this Mortgage and the indebtedness secured hereby due and payable forthwith and may at its option proceed to foreclose this Mortgage.

e) The Mortgagee shall have the right, at their option, to cure any default under any such mortgage, whether superior or junior to the lien of this Mortgage.

f) Any sums advanced by Mortgagee in curing said default shall be included as part of the debt of the Mortgagors and shall be secured by this Mortgage and shall become immediately due and payable upon advancement.

g) The Mortgagors covenant and agree not to enter unto any agreement with the holder of any such mortgage, whether junior or senior to the lien of this Mortgage,

modifying or amending any of the provisions dealing with payment of principal or interest under any such mortgage without the prior consent of the Mortgagee.

7. To pay all and singular the costs, fees, charges and expenses of every kind, including the cost of an abstract of title to said lands found to be convenient or expedient in connection with any suit for the foreclosure of their Mortgage, and also including, whether the Mortgagee is obligated to pay same or not, reasonable attorneys' fees incurred or expended at any item by the Mortgagee because of the failure of the Mortgagor to perform, comply with and abide by all or any of the covenants, conditions, and stipulations of said promissory note(s), or this Mortgage, in the foreclosure of this Mortgage and in collecting the amount secured hereby with or without legal proceedings, and to reimburse the Mortgagee for every payment made or incurred for any such purpose with interest from date of every payment at the highest rate authorized by law, such payments and obligations, with interest thereon as aforesaid, shall be secured by the lien hereof. The terms "legal proceedings" shall include, but not be limited to, any and all judicial, bankruptcy, administrative or other proceedings, including appellate proceedings, whether such proceedings arise before or after entering a final judgment

8. To keep the building or buildings now or hereafter on said land insured against loss or damage by fire, extended coverage and other perils, including war risk insurance if available, in a sum not less than their full insurable value, at the cost and expense of the Mortgagor, in a company or companies approved by the Mortgagee, the policy or policies to be held by the Mortgagee, and such policy or policies of insurance shall have affixed thereto a Standard Mortgagee Clause, making all loss or losses under such policy or policies payable to the Mortgagee as its interest may appear, and to deliver said policy or policies to the Mortgagee when issued with the receipts for the payment of the premium therefore and in the event any sum of money becomes payable under such policy or policies, the Mortgagee shall have the option to receive and apply the same on account of the indebtedness secured hereby or to permit the Mortgagor to receive and use it, or any part thereof, for other purposes, without thereby waiving or impairing any equity, lien or right under or by virtue of this Mortgage; and the Mortgagee if it deems necessary may place and pay for such insurance, or any part thereof, without losing, waiving or affecting Mortgagee's option to foreclose for breach of this covenant, or any part thereof, or any right or option under this Mortgage, and every such payment shall bear interest from date hereof until paid at the highest rate authorized by law, and such payments with interest as aforesaid shall be secured by the lien hereof. In the event any loss or damage is suffered Mortgagor shall notify Mortgagee of such loss or damage within forty-eight (48) hours after the happening thereof, the failure to give such notice shall constitute a default and the Mortgagee shall have the rights herein given for all defaults.

9. To permit, commit suffer no waste and to maintain the improvements at all time in a state of good repair and condition; and to do or permit to be done to said premises nothing that will alter or change the use and character of said property or in any way impair or weaken the security of said Mortgage. In case of the refusal, neglect or inability of the Mortgagor to repair and maintain said property, the Mortgagee may, at its option, make repairs or cause the same to be made and advance monies in that behalf with sums shall be secured by the lien hereof and bear interest at the highest rate authorized by law.

10. To deliver the abstract or abstracts of title covering the mortgaged property to Mortgagee or its designated agent, which shall at all times during the life of this Mortgage remain in the possession of the Mortgagee and in the event of the foreclosure of this Mortgage or other transfer of title, all right, title and interest of the Mortgagor in and to any such abstract or abstracts of title shall pass to the purchaser or grantee.

11. That no waiver of a covenant herein or in the obligation secured hereby shall at any time hereafter be held to be a waiver of any of the other terms hereof or of the note(s) secured hereby or future waiver of the same covenant.

12. That in order to accelerate the maturity of the indebtedness hereby secured because of the failure of the Mortgagor to pay any such tax assessments, liability, obligation

or encumbrance upon said property as herein provided, it shall not be necessary nor requisite that the Mortgagee shall first pay the same.

13. That if the Mortgagor shall fail, neglect or refuse for a period of Thirty (30) days fully and promptly to pay the amounts required to be paid by the note(s) hereby secured or the interest therein specified or any of the sums of money herein referred to or hereby secured, or otherwise duly, fully and promptly to perform execute, comply with and abide by each, every or any of the covenants, conditions or stipulations of this Mortgage, the promissory note or notes hereby secured then, and in either or in any of such events, without notice or demand, the said aggregate sum mentioned in said promissory note(s), less previous payments, if any, and any and all sums mentioned herein or secured hereby shall become due and payable forthwith or hereafter at the continuing option of the Mortgagee as fully and completely as if said aggregate sums were originally stipulated to be paid at such time, anything in said promissory note(s) or herein to the contrary notwithstanding and the Mortgagee shall be entitled thereupon or thereafter without notice or demand to institute suit at law or in equity to enforce the rights of the Mortgagee hereunder or under said promissory note or notes. In the event of any default or breach of the part of the Mortgagor hereunder or under said promissory note or notes, the Mortgagee shall have the continuing option to enforce payment of all sums secured hereby by action at law or by suit in equity to foreclose this Mortgage, either or both, concurrently or otherwise, and one action or suit shall not abate or be a bar to or waiver of the Mortgagee's right to institute or maintain the other, provided said Mortgagee shall have only one payment and satisfaction of said indebtedness.

14. That in the event that (1) Mortgagor shall consent to the appointment of a receiver, trustee or liquidator of all or a substantial part of Mortgagor's assets, or (2) Mortgagor shall be adjudicated a bankrupt or insolvent, or file a voluntary petition to be the subject of an involuntary petition in any bankruptcy reorganization, insolvency or liquidation proceeding or (3) Mortgagor shall make a general assignment for the benefit of creditors, or (4) Mortgagor shall file a petition or answer seeking reorganization or arrangement with creditors, to take advantage of an insolvency law, or (5) Mortgagor shall file an answer admitting the material allegations of a petition filed against the Mortgagor in any bankruptcy, reorganization or insolvency proceeding, or (6) action shall be taken by the Mortgagor for the purpose of affecting any of the foregoing or (7) any order, judgment or decree shall be entered upon an application of a creditor or Mortgagor by a court of competent jurisdiction approving a petition seeking appointment of a receiver or trustee of all or a substantial part of the Mortgagor's assets and such order, judgment or decree shall continue unstayed and in effect for any period of thirty (30) consecutive days, or (8) such a change in the condition or affairs (financial or otherwise) of the Mortgagor or any endorser, guarantor, or surety for any liability of the Mortgagor to the Mortgagee as in the opinion of the Mortgagee or its counsel impairs the Mortgagee's security or increases its risks, the Mortgagee may declare the note(s) hereby secured forthwith due and payable whereupon the principal of and the interest accrued on the note(s) and all other sums hereby secured shall become forthwith due and payable as if paid on such day; and thereupon the Mortgagee without notice or demand may prosecute a suit at law and/or in equity as if all monies secured hereby had matured prior to its institution, or (9) execution or legal process is issued against the assets or property of the Mortgagor.

15. That the Mortgagee or any person authorized by the Mortgagee shall have the right to enter upon and inspect the mortgaged premises at all reasonable times.

16. Upon noted and demand by the Mortgagee, the Mortgagor shall pay to the Mortgagee, together with the monthly payments on account of principal and interest due under the note(s) secured hereby, in advance, such additional monthly sum (to be estimated by the Mortgagee) as will enable the Mortgagee to pay as they become due annual taxes, assessments, insurance premiums (hazard or life) and any and all other charges on the real state security, from the funds so received. Nothing herein shall be construed as relieving the Mortgagor from his responsibility for the payment of said charges if the funds collected, pursuant to this Paragraph, shall be insufficient for the purpose, and the Mortgagors hereby promise to pay the difference upon demand. The Mortgagee reserves to himself the absolute right to invoke this clause at any time during the life of this Mortgage. These payments may,

at the option of said Mortgagee (1) be held by it and commingled with other such funds or its own funds for the payments of such items; (2) be carried in a share account and withdrawn by it for money to pay such items; or (3) be credited to the unpaid balance of said indebtedness as received, provided that said Mortgagee advances upon this obligation sums sufficient to pay said times as the same accrue and become payable. If such sums are held or carried in a share account, the same are hereby pledged to further secure this indebtedness. Said Mortgagee is authorized to pay said items as charged or billed without further inquiry. No interest shall accrue to the benefit of or be paid to the Mortgagor on account of the funds held by the Mortgagee pursuant to this paragraph.

17. That the Mortgagor will on the request of the Mortgagee furnish a written agreement of the amount owing on the obligation which this Mortgage secures and therein state whether or not Mortgagor claims any defenses or offsets thereto.

18. That Mortgagor will not permit any other liens to be filed against the said premises and if any such liens are filed, whether paramount or subordinate to this Mortgage, Mortgagor will have said liens discharged immediately, except as otherwise provided herein.

19. Mortgagee shall have the right to charge Mortgagor's account with Mortgagee for the interest and principal payment as provided in the promissory note(s) as such becomes due in accordance therewith.

20. If the Mortgagee requests, Mortgagor hereby covenants and agrees that Mortgagor will furnish the Mortgagee annually from the date of this Mortgage instrument, unless some other date is agreed to between the parties in writing, a financial statement of the Mortgagor. Mortgagor shall supply Mortgagee with such other financial statements as Mortgagee may from time to time request.

21. Nothing herein contained, nor any instrument or transaction related hereto, shall be construed or so operate as to require the Maker, or a person liable of the payment of the loan made pursuant to the note(s) secured by this Mortgage, to pay interest in an amount or at a rate greater than the maximum allowed by law. Should any interest or other charges paid by the Maker, or any parties liable for the payment of the note secured by this Mortgage, result in the computation or earning of interest in excess of the maximum rate of interest which is permitted under the law, then any and all such excess shall be and the same is hereby waived by the holder hereof, and all such excess shall be automatically credited against and in reduction of the principal balance, and any portion of said excess which exceeds the principal balance shall be paid by the holder hereof to the Maker and any parties liable of the payment of the note(s) secured by this Mortgage, it being the intent of the parties hereto that under not circumstances shall the Maker, or any parties liable of the payment of the loan hereunder, be required to pay interest in excess of the maximum rate allowed by law.

22. If all or any part of the mortgaged property shall be damaged or taken through condemnation (which term when used in this Mortgage shall include any damage or taking by any governmental authority, and any transfer by private sale in lieu thereof), either temporarily or permanently, the entire indebtedness secured hereby shall at the option of the Mortgagee, become immediately due and payable. The Mortgagee shall be entitled to all compensation awards, and other payments or relief therefore and is hereby authorized, at its option to commence, appear in and prosecute in its own or the Mortgagor's name, any action or proceeding relating to any consideration, and to settle or compromise any claim in connection therewith. All such compensation, awards, damages, claims, rights of action and proceeds and the right thereto are hereby assigned by the Mortgagor to the Mortgagee, who, after deducting there from all its expenses, including attorney's fees, may release an moneys so received y it without affecting the lien of this mortgage or may apply the same in such manner as the Mortgagee shall determine, to the reduction of the sums secured hereby, and to any prepayment charge herein provided, and any balance of such moneys then remaining shall be paid to the Mortgagor. The Mortgagor agrees to execute such further assignments of any compensation, awards, damages, claims, rights of action and proceeds as the Mortgagee may require.

23. This Mortgage shall also be construed as a security agreement under the Florida Commercial Code.

24. Other Provisions:

(a) Except as otherwise provided herein, Mortgagor agrees and covenants with Mortgagee that this is a First Mortgage and no Mortgage subsequent to this Mortgage will be placed on the property described herein or rents thereon assigned without first obtaining the written consent of Mortgagee to do so and that any such attempt to do so will be void ab initio and will have a default hereunder, giving Mortgagee the right to accelerate and foreclose as otherwise provided for herein.

(b) In the event Mortgagee gives its written consent to a junior lien and foreclosure proceedings of any junior lien of any kind should be instituted the Mortgagee may at its option, immediately or thereafter declare this Mortgage and the indebtedness secured hereby due and payable.

(c) The Mortgagee is hereby subrogated to the lien or liens, and to the rights of the owner and holder thereof, of each and every mortgage, lien or there encumbrance on the land described herein which is paid and satisfied in whole or in part out of the proceeds of the loan described herein or secured hereby.


(d) Mortgagor agrees to comply with all ordinances applicable to the mortgaged property; and agrees not to make or permit to be made any structural alterations to any of the existing improvements thereon, if any, without the written consent of the Mortgagee.

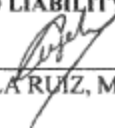
25. The Mortgagee may require at any time, at its sole discretion, that the Mortgagor carry flood insurance for the maximum amount available or the outstanding principal balance of the loan, whichever is less, as per the Flood Disaster Protection Act 1973 (P.L. 93-234) or any subsequent legislation, and upon the happening of this event, any moneys called for to be paid, or in the event any moneys become payable under said policy, the payment of said moneys are to be covered as set out in paragraph 8, above, and other paragraphs of this Mortgage where applicable.

IN WITNESS WHEREOF, the said Mortgagors have hereunto set their hands and seals the day and year first above written.

THIS IS A BALLOON MORTGAGE SECURING A FIXED RATE OBLIGATION. THE FINAL PAYMENT OR THE BALANCE DUE UPON MATURITY WOULD BE THE PRINCIPAL SUM OF \$510,000.00 TOGETHER WITH ACCRUED INTEREST.

Signed, sealed and delivered  
In the presence of

  
Print Name: Tracy Bizo

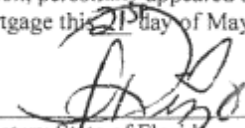
**RESORT VILLA 307 LLC, A FLORIDA  
LIMITED LIABILITY COMPANY**  
  
ANGELA RUIZ, MANAGER/MEMBER

  
Print Name: Richard Valdes

STATE OF FLORIDA)

COUNTY OF DADE )

I, an officer authorized to take acknowledgments of deeds according to the laws of the State of Florida, duly qualified and acting, hereby certify that ANGELA RUIZ, as MANAGER/MEMBER OF RESORT VILLA 307 I.L.C. to me personally known or X who has produced driver license as identification, personally appeared and acknowledged before me that she executed the foregoing Mortgage this 21<sup>st</sup> day of May, 2019.

  
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Notary State of Florida

Printed Name: Tracy Rizo

My Commission Expires: 10/16/22

