

Basic Property Information

Property Address: 3333 Halissee St, Miami, FL 33133

Owner Name: Omar Botero

Tax / Parcel ID: 01-4114-010-0840

Legal Description: NATOMA MANORS RE SUB PB 39-25 LOT 1 & SWLY 15FT LOT 2 & NELY 60FT LOT 2 BLK 11

Chain of Title Information

Deed Holder: Omar Botero, a single man

Deed Type: Undefined

Deed Dated: 01/15/97

Deed Recorded: 01/21/97

Deed Document #: 17499/3139

Deeded From: Jonathan Kislak and Kristine Kislak,
husband and wife

Deed Comments: N/A

Property Tax Information

Total Value: \$ 605,036.00

Exemption: \$ 50,000.00

Yearly Taxes: \$ 13,064.35

Taxes Paid: Annually

Date Due: 11/01/20 **Date Paid:** 11/27/20

Payment Status: Current

Tax Comments: 2020 Taxes paid 11/27/2020
\$13,392.87.

Mortgage #1 | Plaintiff: Case #2018-015123-CA-01

Mortgage 1 Lender: Washington Mutual Bank, FA

Mortgage 1 Borrower: Omar Botero, joined by his spouse Claudia Botero

Dated | Recorded: 07/18/02 | 07/23/02

Mortgage 1 Amount: \$ 592,000.00

Document #: 20546/1837

Mortgage 1 Litigation: Lis Pendens Case #2018-015123-CA-01 05/07/18 | 30980/824 \$0.00

Final Judgement Case #2018-015123-CA-01 07/21/19 | 31552/1696 \$540,443.56

Mortgage 1 Comments: Assignment of Mortgage 09/20/2012 28279/1794 to JPMorgan Chase Bank, N.A.

Mortgage #2 | Plaintiff: Case #2017-026695-CA-01

Mortgage 2 Lender: Bank of Lake Mills

Mortgage 2 Borrower: Omar Botero, a single man a/k/a Omar Botero, Jr.

Dated | Recorded: 11/10/15 | 12/01/15

Mortgage 2 Amount: \$ 400,000.00

Document #: 29870/4986

Mortgage 2 Litigation: Lis Pendens Case #2017-026695-CA-01 11/17/17 | 30767/2725 \$0.00

Mortgage 2 Comments: Assignment of Mortgage 05/04/2016 30063/1974 to World Business Lenders, LLC. Assignment of Mortgage 05/09/2017 30527/2384 to WBL SPE II, LLC. Amended Assignment of Mortgage 10/17/2017 30720/4369 to World Business Lender, LLC. Assignment of Mortgage 11/04/2019 31676/108 31676/108 to WBL SPO I, LLC.

Other Encumbrances

Litigation 1 Type: Final Judgement

Filling Party: Marisa Infante

Dated | Recorded: 10/18/10 | 11/09/10

Recorded Amount: \$75,000.00

Document #: 27486/150

Case #: 07-029723CA40

Comments: None

Litigation 2 Type: Final Judgement

Filling Party: Florida Elite Title

Dated | Recorded: 02/03/09 | 03/10/09

Recorded Amount: \$79,610.57

Document #: 26781/1426

Case #: 07-23717-CA-22

Comments: None

Litigation 3 Type: Final Judgement

Filling Party: Maryanne Rosenbaum

Dated | Recorded: 02/02/09 | 02/29/16

Recorded Amount: \$171,177.62

Document #: 29978/4677

Case #: 07-014256

Comments: Originally recorded in Broward County
03/18/2009 46061/1747.

Litigation 4 Type: Final Judgement

Filling Party: Knight Capital Funding II, LLC.

Dated | Recorded: 07/05/17 | 07/10/17

Recorded Amount: \$39,743.54

Document #: 30604/1289

Case #: 17-7142-CA-01

Comments: None

Litigation 5 Type: Final Judgement

Filling Party: Carlton Fields Jorden Burt, P.A.

Dated | Recorded: 01/02/18 | 01/09/18

Recorded Amount: \$40,654.38

Document #: 30822/574

Case #: 14-002803-CA-1

Comments: None

Additional Comments

Comments: Informational: Case #2017-026695-CA-01 is an inferior 2nd place mortgage lien and not the subject of the foreclosure for #2018-015123-CA-01, the case going to auction this month.



OFFICE OF THE PROPERTY APPRAISER

Summary Report

Generated On : 3/15/2021

Property Information	
Folio:	01-4114-010-0840
Property Address:	3333 HALISSEE ST Miami, FL 33133-2503
Owner	OMAR BOTERO
Mailing Address	3333 HALISSEE ST COCONUT GROVE, FL 33133-2503
PA Primary Zone	0100 SINGLE FAMILY - GENERAL
Primary Land Use	0101 RESIDENTIAL - SINGLE FAMILY : 1 UNIT
Beds / Baths / Half	3 / 3 / 0
Floors	1
Living Units	1
Actual Area	4,539 Sq.Ft
Living Area	3,309 Sq.Ft
Adjusted Area	3,679 Sq.Ft
Lot Size	17,535 Sq.Ft
Year Built	Multiple (See Building Info.)



Assessment Information			
Year	2020	2019	2018
Land Value	\$1,317,755	\$1,197,640	\$1,330,906
Building Value	\$260,776	\$262,910	\$265,044
XF Value	\$40,190	\$40,379	\$40,567
Market Value	\$1,618,721	\$1,500,929	\$1,636,517
Assessed Value	\$655,036	\$640,309	\$628,370

Benefits Information				
Benefit	Type	2020	2019	2018
Save Our Homes Cap	Assessment Reduction	\$963,685	\$860,620	\$1,008,147
Homestead	Exemption	\$25,000	\$25,000	\$25,000
Second Homestead	Exemption	\$25,000	\$25,000	\$25,000
Note: Not all benefits are applicable to all Taxable Values (i.e. County, School Board, City, Regional).				

Short Legal Description	
NATOMA MANORS RE SUB PB 39-25 LOT 1 & SWLY 15FT LOT 2 & NELY 60FT LOT 2 BLK 11 LOT SIZE 105.000 X 167 OR 17523-2664 0197 1	

Taxable Value Information			
	2020	2019	2018
County			
Exemption Value	\$50,000	\$50,000	\$50,000
Taxable Value	\$605,036	\$590,309	\$578,370
School Board			
Exemption Value	\$25,000	\$25,000	\$25,000
Taxable Value	\$630,036	\$615,309	\$603,370
City			
Exemption Value	\$50,000	\$50,000	\$50,000
Taxable Value	\$605,036	\$590,309	\$578,370
Regional			
Exemption Value	\$50,000	\$50,000	\$50,000
Taxable Value	\$605,036	\$590,309	\$578,370

Sales Information			
Previous Sale	Price	OR Book-Page	Qualification Description
01/01/1997	\$480,000	17499-3139	Sales which are qualified
01/01/1988	\$405,000	13563-292	Sales which are qualified
10/01/1985	\$350,000	12673-3156	Sales which are qualified

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

Version:



Account Summary

Real Estate Account #01-4114-010-0840

**Owner:**

OMAR BOTERO

Situs:

3333 HALISSEE ST
Miami 33133-2503

[Parcel details](#)

[Property Appraiser](#)



[Get bills by email](#)

Amount Due

Your account is **paid in full**. There is nothing due at this time.

Your last payment was made on **11/27/2020** for **\$13,392.87**. [Print paid bill \(PDF\)](#)

[Apply for the 2021 installment payment plan](#)

Account History

BILL	AMOUNT DUE
2020 Annual Bill ⓘ	\$0.00 Print (PDF)
2019 Annual Bill ⓘ	\$0.00 Print (PDF)
2018 Annual Bill ⓘ	\$0.00 Print (PDF)
2017 Annual Bill ⓘ	\$0.00 Print (PDF)
2016 Annual Bill ⓘ	\$0.00 Print (PDF)
2015 Annual Bill ⓘ	\$0.00 Print (PDF)
2014 Annual Bill ⓘ	\$0.00 Print (PDF)
2013 Annual Bill ⓘ	\$0.00
Total Amount Due	\$0.00

BILL	AMOUNT DUE
	Print (PDF)
Total Amount Due	\$0.00



[Account Summary](#) > [Bill Details](#)

Real Estate Account #01-4114-010-0840

**Owner:**

OMAR BOTERO

Situs:

3333 HALISSEE ST
Miami 33133-2503

[Parcel details](#)

[Property Appraiser](#)



[Get bills by email](#)

2020 Annual Bill

MIAMI-DADE COUNTY TAX COLLECTOR

Notice of Ad Valorem Taxes and Non-ad Valorem Assessments

BILL	AMOUNT DUE
2020 Annual Bill	\$0.00
PAID	
Print (PDF)	

If paid by:

Nov 30, 2020

Please pay:

\$0.00

Combined taxes and assessments: \$13,950.91

Make checks payable to:
Miami-Dade Tax Collector
(in U.S. funds drawn on U.S. banks)
Amount due May be Subject to Change Without Notice
Mail payments to:
200 NW 2nd Avenue, Miami, FL 33128

[Apply for the 2021 installment payment plan](#)

Ad Valorem Taxes

MILLAGE
21.29810

TAX
\$13,064.35

Non-Ad Valorem Assessments

AMOUNT

AMOUNT
\$886.56

Parcel Details

Owner:	OMAR BOTERO	
Situs:	3333 HALISSEE ST Miami 33133-2503	
Account:	01-4114-010-0840	
Millage code:	0100 - MIAMI	
Millage rate:	21.29810	
Escrow company:	CHASE (CL-0043020) 3001 HACKBERRY ROAD IRVING, TX 75063	
Assessed value:		\$655,036
School assessed value:		\$655,036
2020 ANNUAL BILL		
Ad valorem:		\$13,064.35
Non-ad valorem:		\$886.56
Total Discountable:		\$13,950.91
No discount NAVA:		\$0.00
Total tax:		\$13,950.91
LEGAL DESCRIPTION		
NATOMA MANORS RE SUB PB 39-25 LOT 1 & SWLY 15FT LOT 2 & NELY 60FT LOT 2 BLK 11 LOT SIZE 10 ...		View More
LOCATION		
Range:	41E	
Township:	54S	
Section:	14	
Block:	40	
Use code:	0101	
Total acres:	0.000	
EXEMPTIONS		
ADDL HOMESTEAD		\$25,000
HOMESTEAD		\$25,000

OFF: 17499-3139
REC:

97R025176 1997 JAN 21 11:29

DOCSTPDEE 2,880.00 SURTX 0.00
HARVEY RUVIN, CLERK DADE COUNTY, FL

This instrument prepared by:

John M. Kuhn, Esq.
Rubin Baum Levin Constant
Friedman & Bilzin
2500 First Union Financial Center
Miami, Florida 33131-2336

(For Recorder's Use Only)

Grantee's SSN: _____

SPECIAL WARRANTY DEED

THIS SPECIAL WARRANTY DEED, dated as of January 15, 1997 between JONATHAN KISLAK and KRISTINE KISLAK, husband and wife, with an address at 3570 Battersea Road, Coconut Grove, Florida 33133 (collectively, "Grantor") and OMAR BOTERO, a single man, with an address at 3333 Halissee Street, Coconut Grove, Florida 33133 ("Grantee").

Grantor, for and in consideration of the sum of \$10.00 and other good and valuable consideration paid by Grantee, receipt of which is acknowledged, grants, bargains, sells and conveys to Grantee the land situate, lying and being in Dade County, Florida, more particularly described as follows:

Lot 1 and the Southwesterly 15 feet of Lot 2 and the Northeasterly 60 feet of Lot 2, in Block 11, of NATOMA MANORS SUBDIVISION, according to the Plat thereof, as recorded in Plat Book 39, at Page 25, of the Public Records of Dade County, Florida

The Property Appraiser's Parcel Identification (Folio) Number for the Property is: 01-4114-010-0840

TOGETHER WITH (i) any and all structures and improvements on the Property; (ii) all right, title, and interest, if any, of Grantor in any land lying in the bed of any street or highway, opened or proposed, in front of or adjoining the Property; and (iii) all easements, rights of way, privileges, licenses, appurtenances and other rights and benefits belonging to, running with the owner of, or in any way related to the Property.

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

SUBJECT TO: comprehensive land use plans; real estate taxes and any assessments for the current and subsequent years; zoning and other restrictions, regulations, requirements and prohibitions imposed by governmental authorities; restrictions and matters appearing on the plat or otherwise common to the subdivision; conditions, restrictions, limitations, reservations, covenants, declarations, easements, dedications and agreements of record; any matters which an accurate survey or inspection would reveal (collectively the "Permitted Exceptions"), without intent to reimpose the same.

RUBIN/GYS:\DMS\71990\08248\137819.1
12/24/96

1A ②

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AFTER RECORDING RETURN TO:

Washington Mutual Bank, FA
C/O ACS IMAGE SOLUTIONS
12691 PALA DRIVE MS156DPCA
GARDEN GROVE, CA 92841

02R456594 2002 JUL 23 14:20

DOCSTPMTG 2,073.75 INTNG 1,185.00
HARVEY RUVIN, CLERK DADE COUNTY, FL

This Instrument Prepared By:

Sandra Lopez

Garcia & Baloyra

2665 South Bayshore Drive

Suite 200

Miami, Florida 33133

[Space Above This Line For Recording Data]

GARCIA & BALOYRA

MORTGAGE

03-2265-007708070-3

DEFINITIONS

Words used in multiple sections of this document are defined below and other words are defined in Sections 3, 11, 13, 18, 20 and 21. Certain rules regarding the usage of words used in this document are also provided in Section 16.

(A) "Security Instrument" means this document, which is dated July 18, 2002, together with all Riders to this document.

(B) "Borrower" is OMAR BOTERO, JOINED BY HIS SPOUSE, CLAUDIA BOTERO

Borrower is the mortgagor under this Security Instrument.

(C) "Lender" is Washington Mutual Bank, FA, a federal association. Lender is a Bank organized and existing under the laws of United States of America. Lender's address is: 400 East Main Street Stockton, CA 95290

Lender is the mortgagee under this Security Instrument.

(D) "Note" means the promissory note signed by Borrower and dated July 18, 2002. The Note states that Borrower owes Lender Five Hundred Ninety-Two Thousand Five Hundred & 00/100

Dollars (U.S. \$ 592,500.00) plus interest. Borrower has promised to pay this debt in regular Periodic Payments and to pay the debt in full not later than August 1, 2032.

(E) "Property" means the property that is described below under the heading "Transfer of Rights in the Property."

(F) "Loan" means the debt evidenced by the Note, plus interest, any prepayment charges and late charges due under the Note, and all sums due under this Security Instrument, plus interest.

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(G) "Riders" means all Riders to this Security Instrument that are executed by Borrower. The following Riders are to be executed by Borrower (check box as applicable):

- | | | |
|---|---|---|
| <input checked="" type="checkbox"/> Adjustable Rate Rider | <input type="checkbox"/> Condominium Rider | <input type="checkbox"/> 1-4 Family Rider |
| <input type="checkbox"/> Graduated Payment Rider | <input type="checkbox"/> Planned Unit Development Rider | <input type="checkbox"/> Biweekly Payment Rider |
| <input type="checkbox"/> Balloon Rider | <input type="checkbox"/> Rate Improvement Rider | <input type="checkbox"/> Second Home Rider |
| <input type="checkbox"/> Other(s) [specify] | | |

(H) "Applicable Law" means all controlling applicable federal, state and local statutes, regulations, ordinances and administrative rules and orders (that have the effect of law) as well as all applicable final, non-appealable judicial opinions.

(I) "Community Association Dues, Fees, and Assessments" means all dues, fees, assessments and other charges that are imposed on Borrower or the Property by a condominium association, homeowners association or similar organization.

(J) "Electronic Funds Transfer" means any transfer of funds, other than a transaction originated by check, draft, or similar paper instrument, which is initiated through an electronic terminal, telephonic instrument, computer, or magnetic tape so as to order, instruct, or authorize a financial institution to debit or credit an account. Such term includes, but is not limited to, point-of-sale transfers, automated teller machine transactions, transfers initiated by telephone, wire transfers, and automated clearinghouse transfers.

(K) "Escrow Items" means those items that are described in Section 3.

(L) "Miscellaneous Proceeds" means any compensation, settlement, award of damages, or proceeds, whether by way of judgment, settlement or otherwise, paid by any third party (other than insurance proceeds paid under the coverages described in Section 5) for: (i) damage to, or destruction of, the Property; (ii) condemnation or other taking of all or any part of the Property; (iii) conveyance in lieu of condemnation; or (iv) misrepresentations of, or omissions as to, the value and/or condition of the Property.

(M) "Mortgage Insurance" means insurance protecting Lender against the nonpayment of, or default on, the Loan.

(N) "Periodic Payment" means the regularly scheduled amount due for (i) principal and interest under the Note, plus (ii) any amounts under Section 3 of this Security Instrument.

(O) "RESPA" means the Real Estate Settlement Procedures Act (12 U.S.C. Section 2601 et seq.) and its implementing regulation, Regulation X (24 C.F.R. Part 3500), as they might be amended from time to time, or any additional or successor legislation or regulation that governs the same subject matter. As used in this Security Instrument, "RESPA" refers to all requirements and restrictions that are imposed in regard to a "federally related mortgage loan" even if the Loan does not qualify as a "federally related mortgage loan" under RESPA.

(P) "Successor in Interest of Borrower" means any party that has taken title to the Property, whether or not that party has assumed Borrower's obligations under the Note and/or this Security Instrument.

TRANSFER OF RIGHTS IN THE PROPERTY

This Security Instrument secures to Lender: (i) the repayment of the Loan, and all renewals, extensions and modifications of the Note; (ii) the performance of Borrower's covenants and agreements under this Security Instrument and the Note; and (iii) the performance of all agreements of Borrower to pay fees and charges arising out of the loan whether or not herein set forth. For this purpose, Borrower irrevocably grants and conveys to Trustee, in trust, with power

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of sale, the following described property located in Dade County, Florida:

LOT 1 AND SOUTHWESTERLY 15 FEET OF LOT 2 AND THE NORTHEASTERLY 60 FEET OF LOT 2, IN BLOCK 11, OF NATOMA MANORS SUBDIVISION, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 39, AT PAGE 25 OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA.

which currently has the address of 3333 HALISSEE ST (Street)
MIAMI, Florida 33133 ("Property Address"):
 (City) (Zip Code)

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances, and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property."

BORROWER COVENANTS that Borrower is lawfully seised of the estate hereby conveyed and has the right to grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

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

1. **Payment of Principal, Interest, Escrow Items, Prepayment Charges, and Late Charges.** Borrower shall pay when due the principal of, and interest on, the debt evidenced by the Note and any prepayment charges and late charges due under the Note. Borrower shall also pay funds for Escrow Items pursuant to Section 3. Payments due under the Note and this Security Instrument shall be made in U.S. currency. However, if any check or other instrument received by Lender as payment under the Note or this Security Instrument is returned to Lender unpaid, Lender may require that any or all subsequent payments due under the Note and this Security Instrument be made in one of more of the following forms, as selected by Lender: (a) cash; (b) money order; (c) certified check, bank check, treasurer's check or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a federal agency, instrumentality, or entity; or (d) Electronic Funds Transfer.

Payments are deemed received by Lender when received at the location designated in the Note or at such other location as may be designated by Lender in accordance with the notice provisions in Section 15. Lender may return any payment or partial payment if the payment or partial payments are insufficient to bring the Loan current. Lender may accept any payment or partial payment insufficient to bring the Loan current, without waiver of any rights hereunder or prejudice to its rights to refuse such payment or partial payments in the future, but Lender is not obligated to apply such payments at the time such payments are accepted. If each Periodic

Payment is applied as of its scheduled due date, then Lender need not pay interest on unapplied funds. Lender may hold such unapplied funds until Borrower makes payment to bring the Loan current. If Borrower does not do so within a reasonable period of time, Lender shall either apply such funds or return them to Borrower. If not applied earlier, such funds will be applied to the outstanding principal balance under the Note immediately prior to foreclosure. No offset or claim which Borrower might have now or in the future against Lender shall relieve Borrower from making payments due under the Note and this Security Instrument or performing the covenants and agreements secured by this Security Instrument.

2. Application of Payments or Proceeds. Except as otherwise described in this Section 2, all payments accepted and applied by Lender shall be applied in the following order of priority: (a) interest due under the Note; (b) principal due under the Note; (c) amounts due under Section 3. Such payments shall be applied to each Periodic Payment in the order in which it became due. Any remaining amounts shall be applied first to late charges, second to any other amounts due under this Security Instrument, and then to reduce the principal balance of the Note.

If Lender receives a payment from Borrower for a delinquent Periodic Payment which includes a sufficient amount to pay any late charge due, the payment may be applied to the delinquent payment and the late charge. If more than one Periodic Payment is outstanding, Lender may apply any payment received from Borrower to the repayment of the Periodic Payments if, and to the extent that, each payment can be paid in full. To the extent that any excess exists after the payment is applied to the full payment of one or more Periodic Payments, such excess may be applied to any late charges due. Voluntary prepayments shall be applied first to any prepayment charges and then as described in the Note.

Any application of payments, insurance proceeds, or Miscellaneous Proceeds to principal due under the Note shall not extend or postpone the due date, or change the amount, of the Periodic Payments.

3. Funds for Escrow Items. Borrower shall pay to Lender on the day Periodic Payments are due under the Note, until the Note is paid in full, a sum (the "Funds") to provide for payment of amounts due for: (a) taxes and assessments and other items which can attain priority over this Security Instrument as a lien or encumbrance of the Property; (b) leasehold payments or ground rents on the Property, if any; (c) premiums for any and all insurance required by Lender under Section 5; and (d) Mortgage Insurance premiums, if any, or any sums payable by Borrower to Lender in lieu of the payment of Mortgage Insurance premiums in accordance with the provisions of Section 10. These items are called "Escrow Items." At origination or at any time during the term of the Loan, Lender may require that Community Association Dues, Fees, and Assessments, if any, be escrowed by Borrower, and such dues, fees and assessments shall be an Escrow Item. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this Section. Borrower shall pay Lender the Funds for Escrow Items unless Lender waives Borrower's obligation to pay the Funds for any or all Escrow Items. Lender may waive Borrower's obligation to pay to Lender Funds for any or all Escrow Items at any time. Any such waiver may only be in writing. In the event of such waiver, Borrower shall pay directly, when and where payable, the amounts due for any Escrow Items for which payment of Funds has been waived by Lender and, if Lender requires, shall furnish to Lender receipts evidencing such payment within such time period as Lender may require. Borrower's obligation to make such payments and to provide receipts shall for all purposes be deemed to be a covenant and agreement contained in this Security Instrument, as the phrase "covenant and agreement" is used in Section 9. If Borrower is obligated to pay Escrow Items directly, pursuant to a waiver, and Borrower fails to pay the amount due for an Escrow Item, Lender may exercise its rights under Section 9 and pay such amount and Borrower shall then be obligated under Section 9 to repay to Lender any such amount. Lender may revoke

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the waiver as to any or all Escrow Items at any time by a notice given in accordance with Section 15 and, upon such revocation, Borrower shall pay to Lender all Funds, and in such amounts, that are then required under this Section 3.

Lender may, at any time, collect and hold Funds in an amount (a) sufficient to permit Lender to apply the Funds at the time specified under RESPA, and (b) not to exceed the maximum amount a lender can require under RESPA. Lender shall estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future Escrow Items or otherwise in accordance with Applicable Law.

The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or entity (including Lender, if Lender is an institution whose deposits are so insured) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the Escrow Items no later than the time specified under RESPA. Lender shall not charge Borrower for holding and applying the Funds, annually analyzing the escrow account, or verifying the Escrow Items, unless Lender pays Borrower interest on the Funds and Applicable Law permits Lender to make such a charge. Unless an agreement is made in writing or Applicable Law requires interest to be paid on the Funds, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Borrower and Lender can agree in writing, however, that interest shall be paid on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds as required by RESPA.

If there is a surplus of Funds held in escrow, as defined under RESPA, Lender shall account to Borrower for the excess funds in accordance with RESPA. If there is a shortage of Funds held in escrow, as defined under RESPA, Lender shall notify Borrower as required by RESPA, and Borrower shall pay to Lender the amount necessary to make up the shortage in accordance with RESPA, but in no more than twelve monthly payments. If there is a deficiency of Funds held in escrow, as defined under RESPA, Lender shall notify Borrower as required by RESPA, and Borrower shall pay to Lender the amount necessary to make up the deficiency in accordance with RESPA, but in no more than twelve monthly payments.

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender.

4. Charges; Liens. Borrower shall pay all taxes, assessments, charges, fines, and impositions attributable to the Property which can attain priority over this Security Instrument, leasehold payments or ground rents on the Property, if any, and Community Association Dues, Fees, and Assessments, if any. To the extent that these items are Escrow Items, Borrower shall pay them in the manner provided in Section 3.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender, but only so long as Borrower is performing such agreement; (b) contests the lien in good faith by, or defends against enforcement of the lien in, legal proceedings which in Lender's opinion operate to prevent the enforcement of the lien while those proceedings are pending, but only until such proceedings are concluded; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which can attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Within 10 days of the date on which that notice is given, Borrower shall satisfy the lien or take one or more of the actions set forth above in this Section 4.

Lender may require Borrower to pay a one-time charge for a real estate tax verification and/or reporting service used by Lender in connection with this Loan.

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5. **Property Insurance.** Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage," and any other hazards including, but not limited to, earthquakes and floods, for which Lender requires insurance. This insurance shall be maintained in the amounts (including deductible levels) and for the periods that Lender requires. What Lender requires pursuant to the preceding sentences can change during the term of the Loan. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's right to disapprove Borrower's choice, which right shall not be exercised unreasonably. Lender may require Borrower to pay, in connection with this Loan, either: (a) a one-time charge for flood zone determination, certification and tracking services; or (b) a one-time charge for flood zone determination and certification services and subsequent charges each time remappings or similar changes occur which reasonably might affect such determination or certification. Borrower shall also be responsible for the payment of any fees imposed by the Federal Emergency Management Agency in connection with the review of any flood zone determination resulting from an objection by Borrower.

If Borrower fails to maintain any of the coverages described above, Lender may obtain insurance coverage, at Lender's option and Borrower's expense. Lender is under no obligation to purchase any particular type or amount of coverage. Lender may purchase such insurance from or through any company acceptable to Lender including, without limitation, an affiliate of Lender, and Borrower acknowledges and agrees that Lender's affiliate may receive consideration for such purchase. Therefore, such coverage shall cover Lender, but might or might not protect Borrower, Borrower's equity in the Property, or the contents of the Property, against any risk, hazard or liability and might provide greater or lesser coverage than was previously in effect. Borrower acknowledges that the cost of the insurance coverage so obtained might significantly exceed the cost of insurance that Borrower could have obtained. Any amounts disbursed by Lender under this Section 5 shall become additional debt of Borrower secured by this Security Instrument. These amounts shall bear interest at the Note rate from the date of disbursement and shall be payable, with such interest, upon notice from Lender to Borrower requesting payment.

All insurance policies required by Lender and renewals of such policies shall be subject to Lender's right to disapprove such policies, shall include a standard mortgage clause, and shall name Lender as mortgagee and/or as an additional loss payee and Borrower further agrees to generally assign rights to insurance proceeds to the holder of the Note up to the amount of the outstanding loan balance. Lender shall have the right to hold the policies and renewal certificates. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. If Borrower obtains any form of insurance coverage, not otherwise required by Lender, for damage to, or destruction of, the Property, such policy shall include a standard mortgage clause and shall name Lender as mortgagee and/or as an additional loss payee.

Borrower hereby absolutely and irrevocably assigns to Lender all of Borrower's right, title and interest in and to all proceeds from any insurance policy (whether or not the insurance policy was required by Lender) that are due, paid or payable with respect to any damage to such property, regardless of whether the insurance policy is established before, on or after the date of this Security Instrument. By absolutely and irrevocably assigning to Lender all of Borrower's rights to receive any and all proceeds from any insurance policy, Borrower hereby waives, to the full extent allowed by law, all of Borrower's rights to receive any and all of such insurance proceeds.

Borrower hereby absolutely and irrevocably assigns to Lender all of Borrower's right, title and interest in and to (a) any and all claims, present and future, known or unknown, absolute or contingent, (b) any and all causes of action, (c) any and all judgments and settlements (whether through litigation, mediation, arbitration or otherwise), (d) any and all funds sought against or from any party or parties whosoever, and (e) any and all funds received or receivable in

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including but not limited to, land subsidence, landslide, windstorm, earthquake, fire, flood or any other cause.

Borrower agrees to execute, acknowledge if requested, and deliver to Lender, and/or upon notice from Lender shall request any insurance agency or company that has issued any insurance policy to execute and deliver to Lender, any additional instruments or documents requested by Lender from time to time to evidence Borrower's absolute and irrevocable assignments set forth in this paragraph.

In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower. Unless Lender and Borrower otherwise agree in writing, any insurance proceeds, whether or not the underlying insurance was required by Lender, shall be applied to restoration or repair of the Property, if the restoration or repair is economically feasible and Lender's security is not lessened. During such repair and restoration period, Lender shall have the right to hold such insurance proceeds until Lender has had an opportunity to inspect such Property to ensure the work has been completed to Lender's satisfaction, provided that such inspection shall be undertaken promptly. Lender may disburse proceeds for the repairs and restoration in a single payment or in a series of progress payments as the work is completed. Unless an agreement is made in writing or Applicable Law requires interest to be paid on such insurance proceeds, Lender shall not be required to pay Borrower any interest or earnings on such proceeds. Fees for public adjusters, or other third parties, retained by Borrower shall not be paid out of the insurance proceeds and shall be the sole obligation of Borrower. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Security instrument, whether or not then due, with the excess, if any, paid to Borrower. Such insurance proceeds shall be applied in the order provided for in Section 2.

If Borrower abandons the Property, Lender may file, negotiate and settle any available insurance claim and related matters. If Borrower does not respond within 30 days to a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may negotiate and settle the claim. The 30-day period will begin when the notice is given. In either event, or if Lender acquires the Property under Section 22 or otherwise, Borrower hereby assigns to Lender (a) Borrower's rights to any insurance proceeds in an amount not to exceed the amounts unpaid under the Note or this Security Instrument, and (b) any other of Borrower's rights (other than the right to any refund of unearned premiums paid by Borrower) under all insurance policies covering the Property, insofar as such rights are applicable to the coverage of the Property. Lender may use the insurance proceeds either to repair or restore the Property or to pay amounts unpaid under the Note or this Security Instrument, whether or not then due.

6. Occupancy. Borrower shall occupy, establish, and use the Property as Borrower's principal residence within sixty days after the execution of this Security Instrument and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless extenuating circumstances exist which are beyond Borrower's control.

7. Preservation, Maintenance and Protection of the Property; Inspections. Borrower shall not destroy, damage or impair the Property, or remove or demolish any building thereon, allow the Property to deteriorate or commit waste on the Property. Whether or not Borrower is residing in the Property, Borrower shall maintain the Property in good condition and repair in order to prevent the Property from deteriorating or decreasing in value due to its condition. Unless it is determined pursuant to Section 5 that repair or restoration is not economically feasible, Borrower shall promptly repair the Property in good and workmanlike manner if damaged to avoid further

deterioration or damage. Lender shall, unless otherwise agreed in writing between Lender and Borrower, have the right to hold insurance or condemnation proceeds. If insurance or condemnation proceeds are paid in connection with damage to, or the taking of, the Property, Borrower shall be responsible for repairing or restoring the Property only if Lender has released proceeds for such purposes. Lender may disburse proceeds for the repairs and restoration in a single payment or in a series of progress payments as the work is completed. If the insurance or condemnation proceeds are not sufficient to repair or restore the Property, Borrower is not relieved of Borrower's obligation for the completion of such repair or restoration.

Lender or its agent may make reasonable entries upon and inspections of the Property. If it has reasonable cause, Lender may inspect the interior of the improvements on the Property. Lender shall give Borrower notice at the time of or prior to such an interior inspection specifying such reasonable cause. Lender does not make any warranty or representation regarding, and assumes no responsibility for, the work done on the Property, and Borrower shall not have any right to rely in any way on any inspection(s) by or for Lender or its agent. Borrower shall be solely responsible for determining that the work is done in a good, thorough, efficient and workmanlike manner in accordance with all applicable laws.

Borrower shall (a) appear in and defend any action or proceeding purporting to affect the security hereof, the Property or the rights or powers of Lender or Trustee; (b) at Lender's option, assign to Lender, to the extent of Lender's interest, any claims, demands, or causes of action of any kind, and any award, court judgement, or proceeds of settlement of any such claim, demand or cause of action of any kind which Borrower now has or may hereafter acquire arising out of or relating to any interest in the acquisition or ownership of the Property. Lender and Trustee shall not have any duty to prosecute any such claim, demand or cause of action. Without limiting the foregoing, any such claim, demand or cause of action arising out of or relating to any interest in the acquisition or ownership of the Property may include (i) any such injury or damage to the Property including without limit injury or damage to any structure or improvement situated thereon, (ii) or any claim or cause of action in favor of Borrower which arises out of the transaction financed in whole or in part by the making of the loan secured hereby, (iii) any claim or cause of action in favor of Borrower (except for bodily injury) which arises as a result of any negligent or improper construction, installation or repair of the Property including without limit, any surface or subsurface thereof, or of any building or structure thereon or (iv) any proceeds of insurance, whether or not required by Lender, payable as a result of any damage to or otherwise relating to the Property or any interest therein. Lender may apply, use or release such monies so received by it in the same manner as provided in Paragraph 5 for the proceeds of insurance.

8. Borrower's Loan Application. Borrower shall be in default if, during the Loan application process, Borrower or any persons or entities acting at the direction of Borrower or with Borrower's knowledge or consent gave materially false, misleading, or inaccurate information or statements to Lender (or failed to provide Lender with material information) in connection with the Loan. Material representations include, but are not limited to, representations concerning Borrower's occupancy of the Property as Borrower's principal residence.

9. Protection of Lender's Interest in the Property and Rights Under this Security Instrument. If (a) Borrower fails to perform the covenants and agreements contained in this Security Instrument, (b) there is a legal proceeding that might significantly affect Lender's interest in the Property and/or rights under this Security Instrument (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture, for enforcement of a lien which may attain priority over this Security Instrument or to enforce laws or regulations), or (c) Borrower has abandoned the Property, then Lender may do and pay for whatever is reasonable or appropriate to protect Lender's interest in the Property and rights under this Security Instrument, including protecting

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and/or assessing the value of the Property, and securing and/or repairing the Property. Lender's actions can include, but are not limited to: (a) paying any sums secured by a lien which has priority over this Security Instrument; (b) appearing in court; and (c) paying reasonable attorneys' fees to protect its interest in the Property and/or rights under this Security Instrument, including its secured position in a bankruptcy proceeding. Securing the Property includes, but is not limited to, entering the Property to make repairs, change locks, replace or board up doors and windows, drain water from pipes, eliminate building or other code violations or dangerous conditions, and have utilities turned on or off. Although Lender may take action under this Section 9, Lender does not have to do so and is not under any duty or obligation to do so. It is agreed that Lender incurs no liability for not taking any or all actions authorized under this Section 9.

Any amounts disbursed by Lender under this Section 9 shall become additional debt of Borrower secured by this Security Instrument. These amounts shall bear interest at the Note rate from the date of disbursement and shall be payable, with such interest, upon notice from Lender to Borrower requesting payment.

If this Security Instrument is on a leasehold, Borrower shall comply with all the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and the fee title shall not merge unless Lender agrees to the merger in writing.

10. Mortgage Insurance. If Lender required Mortgage Insurance as a condition of making the Loan, Borrower shall pay the premiums required to maintain the Mortgage Insurance in effect. If, for any reason, the Mortgage Insurance coverage required by Lender ceases to be available from the mortgage insurer that previously provided such insurance and Borrower was required to make separately designated payments toward the premiums for Mortgage Insurance, Borrower shall pay the premiums required to obtain coverage substantially equivalent to the Mortgage Insurance previously in effect, at a cost substantially equivalent to the cost to Borrower of the Mortgage Insurance previously in effect, from an alternate mortgage insurer selected by Lender. If substantially equivalent Mortgage Insurance coverage is not available, Borrower shall continue to pay to Lender the amount of the separately designated payments that were due when the insurance coverage ceased to be in effect. Lender will accept, use and retain these payments as a non-refundable loss reserve in lieu of Mortgage Insurance. Such loss reserve shall be non-refundable, notwithstanding the fact that the Loan is ultimately paid in full, and Lender shall not be required to pay Borrower any interest or earnings on such loss reserve. Lender can no longer require loss reserve payments if Mortgage Insurance coverage (in the amount and for the period that Lender requires) provided by an insurer selected by Lender again becomes available, is obtained, and Lender requires separately designated payments toward the premiums for Mortgage Insurance. If Lender required Mortgage Insurance as a condition of making the Loan and Borrower was required to make separately designated payments toward the premiums for Mortgage Insurance, Borrower shall pay the premiums required to maintain Mortgage Insurance in effect, or to provide a non-refundable loss reserve, until Lender's requirement for Mortgage Insurance ends in accordance with any written agreement between Borrower and Lender providing for such termination or until termination is required by Applicable Law. Nothing in this Section 10 affects Borrower's obligation to pay interest at the rate provided in the Note.

Mortgage Insurance reimburses Lender (or any entity that purchases the Note) for certain losses it may incur if Borrower does not repay the Loan as agreed. Borrower is not a party to the Mortgage Insurance.

Mortgage insurers evaluate their total risk on all such insurance in force from time to time, and may enter into agreements with other parties that share or modify their risk, or reduce losses. These agreements are on terms and conditions that are satisfactory to the mortgage insurer and the other party (or parties) to these agreements. These agreements may require the mortgage

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insurer to make payments using any source of funds that the mortgage insurer may have available (which may include funds obtained from Mortgage Insurance premiums).

As a result of these agreements, Lender, any purchaser of the Note, another insurer, any reinsurer, any other entity, or any affiliate of any of the foregoing, may receive (directly or indirectly) amounts that derive from (or might be characterized as) a portion of Borrower's payments for Mortgage Insurance, in exchange for sharing or modifying the mortgage insurer's risk, or reducing losses. If such agreement provides that an affiliate of Lender takes a share of the insurer's risk in exchange for a share of the premiums paid to the insurer, the arrangement is often termed "captive reinsurance." Further:

(a) Any such agreements will not affect the amounts that Borrower has agreed to pay for Mortgage Insurance, or any other terms of the Loan. Such agreements will not increase the amount Borrower will owe for Mortgage Insurance, and they will not entitle Borrower to any refund.

(b) Any such agreements will not affect the rights Borrower has - if any - with respect to the Mortgage Insurance under the Homeowners Protection Act of 1998 or any other law. These rights may include the right to receive certain disclosures, to request and obtain cancellation of the Mortgage Insurance, to have the Mortgage Insurance terminated automatically, and/or to receive a refund of any Mortgage Insurance premiums that were unearned at the time of such cancellation or termination.

11. Assignment of Miscellaneous Proceeds; Forfeiture. All Miscellaneous Proceeds are hereby assigned to and shall be paid to Lender.

If the Property is damaged, such Miscellaneous Proceeds shall be applied to restoration or repair of the Property, if the restoration or repair is economically feasible and Lender's security is not lessened. During such repair and restoration period, Lender shall have the right to hold such Miscellaneous Proceeds until Lender has had an opportunity to inspect such Property to ensure the work has been completed to Lender's satisfaction, provided that such inspection shall be undertaken promptly. Lender may pay for the repairs and restoration in a single disbursement or in a series of progress payments as the work is completed. Unless an agreement is made in writing or Applicable Law requires interest to be paid on such Miscellaneous Proceeds, Lender shall not be required to pay Borrower any interest or earnings on such Miscellaneous Proceeds. If the restoration or repair is not economically feasible or Lender's security would be lessened, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower. Such Miscellaneous Proceeds shall be applied in the order provided for in Section 2.

In the event of a total taking, destruction, or loss in value of the Property, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower.

In the event of a partial taking, destruction, or loss in value of the Property in which the fair market value of the Property immediately before the partial taking, destruction, or loss in value is equal to or greater than the amount of the sums secured by this Security Instrument immediately before the partial taking, destruction, or loss in value, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the Miscellaneous Proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the partial taking, destruction, or loss in value divided by (b) the fair market value of the Property immediately before the partial taking, destruction, or loss in value. Any balance shall be paid to Borrower.

In the event of a partial taking, destruction, or loss in value of the Property in which the fair market value of the Property immediately before the partial taking, destruction, or loss in value is

less than the amount of the sums secured immediately before the partial taking, destruction, or loss in value, unless Borrower and Lender otherwise agree in writing, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument whether or not the sums are then due.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the Opposing Party (as defined in the next sentence) offers to make an award to settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date the notice is given, Lender is authorized to collect and apply the Miscellaneous Proceeds either to restoration or repair of the Property or to the sums secured by this Security Instrument, whether or not then due. "Opposing Party" means the third party that owes Borrower Miscellaneous Proceeds or the party against whom Borrower has a right of action in regard to Miscellaneous Proceeds.

Borrower shall be in default if any action or proceeding, whether civil or criminal, is begun that, in Lender's judgement, could result in forfeiture of the Property or other material impairment of Lender's interest in the Property or rights under this Security Instrument. Borrower can cure such a default and, if acceleration has occurred, reinstate as provided in Section 19, by causing the action or proceeding to be dismissed with a ruling that, in Lender's judgement, precludes forfeiture of the Property or other material impairment of Lender's interest in the Property or rights under this Security Instrument. The proceeds of any award or claim for damages that are attributable to the impairment of Lender's interest in the Property are hereby assigned and shall be paid to Lender.

All Miscellaneous Proceeds that are not applied to restoration or repair of the Property shall be applied in the order provided for in Section 2.

12. Borrower Not Released: Forbearance By Lender Not a Waiver. This Security Instrument cannot be changed or modified except as otherwise provided herein or by agreement in writing signed by Borrower, or any Successor in interest to Borrower and Lender. Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to Borrower or any Successor in Interest of Borrower shall not operate to release the liability of Borrower or any Successor in Interest of Borrower. Lender shall not be required to commence proceedings against any Successor in Interest of Borrower or to refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or any Successors in interest of Borrower. Any forbearance by Lender in exercising any right or remedy including, without limitation, Lender's acceptance of payments from third persons, entities or Successors in Interest of Borrower or in amounts less than the amount then due, shall not be a waiver of or preclude the exercise of any right or remedy. No waiver by Lender of any right under this Security Instrument shall be effective unless in writing. Waiver by Lender of any right granted to Lender under this Security Instrument or of any provision of this Security Instrument as to any transaction or occurrence shall not be deemed a waiver as to any future transaction or occurrence.

13. Joint and Several Liability; Co-signers; Successors and Assigns Bound. Borrower covenants and agrees that Borrower's obligations and liability shall be joint and several. However, any Borrower who co-signs this Security Instrument but does not execute the Note (a "co-signer"): (a) is co-signing this Security Instrument only to mortgage, grant and convey the co-signer's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower can agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without the co-signer's consent.

Subject to the provisions of Section 18, any Successor in Interest of Borrower who assumes Borrower's obligations under this Security Instrument in writing, and is approved by

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Lender, shall obtain all of Borrower's rights and benefits under this Security Instrument. Borrower shall not be released from Borrower's obligations and liability under this Security Instrument unless Lender agrees to such release in writing. The covenants and agreements of this Security Instrument shall bind (except as provided in Section 20) and benefit the successors and assigns of Lender.

14. Loan Charges. Lender may charge Borrower fees for services performed in connection with Borrower's default, for the purpose of protecting Lender's interest in the Property and rights under this Security Instrument, including, but not limited to, attorneys' fees, property inspection and valuation fees. Borrower shall pay such other charges as Lender may deem reasonable for services rendered by Lender and furnished at the request of Borrower, any Successor in interest to Borrower or any agent of Borrower. In regard to any other fees, the absence of express authority in this Security Instrument to charge a specific fee to Borrower shall not be construed as a prohibition on the charging of such fee. Lender may not charge fees that are expressly prohibited by this Security Instrument or by Applicable Law.

If the Loan 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 (whether or not a prepayment charge is provided for under the Note). Borrower's acceptance of any such refund made by direct payment to Borrower will constitute a waiver of any right of action Borrower might have arising out of such overcharge.

15. Notices. All notices given by Borrower or Lender in connection with this Security Instrument must be in writing. Any notice to Borrower in connection with this Security Instrument shall be deemed to have been given to Borrower when mailed by first class mail or when actually delivered to Borrower's notice address if sent by other means. Notice to any one Borrower shall constitute notice to all Borrowers unless Applicable Law expressly requires otherwise. The notice address shall be the Property Address unless Borrower has designated a substitute notice address by notice to Lender. Borrower shall promptly notify Lender of Borrower's change of address. If Lender specifies a procedure for reporting Borrower's change of address, then Borrower shall only report a change of address through that specified procedure. There may be only one designated notice address under this Security Instrument at any one time. Any notice to Lender shall be given by delivering it or mailing it by first class mail to Lender's address stated herein unless Lender has designated another address by notice to Borrower. Any notice in connection with this Security Instrument shall not be deemed to have been given to Lender until actually received by Lender. If any notice required by this Security Instrument is also required under Applicable Law, the Applicable Law requirement will satisfy the corresponding requirement under this Security Instrument.

16. Governing Law; Severability; Rules of Construction. This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. All rights and obligations contained in this Security Instrument are subject to any requirements and limitations of Applicable Law. Applicable Law might explicitly or implicitly allow the parties to agree by contract or it might be silent, but such silence shall not be construed as a prohibition against agreement by contract. In the event that any provision or clause of this Security Instrument or the Note conflicts with Applicable Law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the

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conflicting provision.

As used in this Security Instrument: (a) words of the masculine gender shall mean and include corresponding neuter words or words of the feminine gender; (b) words in the singular shall mean and include the plural and vice versa; and (c) the word "may" gives sole discretion without any obligation to take any action.

17. Borrower's Copy. Borrower shall be given one copy of the Note and of this Security Instrument.

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 interests 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, Lender may require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if such exercise is prohibited by Applicable Law.

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. Borrower's Right to Reinstate After Acceleration. If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earliest of: (a) five days before sale of the Property pursuant to any power of sale contained in this Security Instrument; (b) such other period as Applicable Law might specify for the termination of Borrower's right to reinstate; or (c) entry of a judgement enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note as if no acceleration had occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees, property inspection and valuation fees, and other fees incurred for the purpose of protecting Lender's interest in the Property and rights under this Security Instrument; and (d) takes such action as Lender may reasonably require to assure that Lender's interest in the Property and rights under this Security Instrument, and Borrower's obligation to pay the sums secured by this Security Instrument, shall continue unchanged. Lender may require that Borrower pay such reinstatement sums and expenses in one or more of the following forms, as selected by Lender: (a) cash; (b) money order; (c) certified check, bank check, treasurer's check or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a federal agency, instrumentality or entity; or (d) Electronic Funds Transfer. Upon reinstatement by Borrower, this Security Instrument and obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under Section 18.

20. Sale of Note; Change of Loan Servicer; Notice of Grievance. The Note or a partial interest in the Note (together with this Security Instrument) can be sold one or more times without prior notice to Borrower. A sale might result in a change in the entity (known as the "Loan Servicer") that collects Periodic Payments due under the Note and this Security Instrument and performs other mortgage loan servicing obligations under the Note, this Security Instrument,

and Applicable Law. There also might 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 which will state the name and address of the new Loan Servicer, the address to which payments should be made and any other information RESPA requires in connection with a notice of transfer of servicing. If the Note is sold and thereafter the Loan is serviced by a Loan Servicer other than the purchaser of the Note, the mortgage loan servicing obligations to Borrower will remain with the Loan Servicer or be transferred to a successor Loan Servicer and are not assumed by the Note purchaser unless otherwise provided by the Note purchaser.

Neither Borrower nor Lender may commence, join, or be joined to any judicial action (as either an individual litigant or the member of a class) that arises from the other party's actions pursuant to this Security Instrument or that alleges that the other party has breached any provision of, or any duty owed by reason of, this Security Instrument, until such Borrower or Lender has notified the other party (with such notice given in compliance with the requirements of Section 15) of such alleged breach and afforded the other party hereto a reasonable period after the giving of such notice to take corrective action. If Applicable Law provides a time period which must elapse before certain action can be taken, that time period will be deemed to be reasonable for purposes of this paragraph. The notice of acceleration and opportunity to cure given to Borrower pursuant to Section 22 and the notice of acceleration given to Borrower pursuant to Section 18 shall be deemed to satisfy the notice and opportunity to take corrective action provisions of this Section 20.

21. Hazardous Substances. As used in this Section 21: (a) "Hazardous Substances" are those substances defined as toxic or hazardous substances, pollutants, or wastes by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials; (b) "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection; (c) "Environmental Cleanup" includes any response action, remedial action, or removal action, as defined in Environmental Law; and (d) an "Environmental Condition" means a condition that can cause, contribute to, or otherwise trigger an Environmental Cleanup.

Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances, or threaten to release any Hazardous Substances, on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property (a) that is in violation of any Environmental Law, (b) which creates an Environmental Condition, or (c) which, due to the presence, use, or release of a Hazardous Substance, creates a condition that adversely affects the value of the Property. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property (including, but not limited to, hazardous substance in consumer products).

Borrower shall promptly give Lender written notice of (a) any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge, (b) any Environmental Condition, including but not limited to, any spilling, leaking, discharge, release or threat of release of any Hazardous Substance, and (c) any condition caused by the presence, use, or release of a Hazardous Substance which adversely affects the value of the Property. If Borrower learns, or is notified by any governmental or regulatory authority, or any private party, that any removal or other remediation of any Hazardous Substance affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law. Nothing herein shall create any obligation on Lender for an Environmental Cleanup.

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NON-UNIFORM COVENANTS. Borrower and Lender further covenant and agree as follows:

22. Acceleration; Remedies. 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: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to bring a court action to assert the non-existence of a default or any other defense of Borrower to acceleration and foreclosure. If the default is not cured on or before the date specified in the notice, Lender at its option may require immediate payment in full of all sums secured by this Security Instrument without further 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 22, including, but not limited to, reasonable attorneys' fees and costs of title evidence. If Borrower or any Successor in interest to Borrower files (or has filed against Borrower or any Successor in interest to Borrower) a bankruptcy petition under Title 11 or any successor title of the United States Code which provides for the curing of prepetition default due on the Note, interest at a rate determined by the Court shall be paid to Lender on post-petition arrears.

23. Release. Upon payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument. Borrower shall pay any recordation costs. Lender may charge Borrower a fee for releasing this Security Instrument, but only if the fee is not prohibited by Applicable Law.

24. Attorneys' Fees. As used in this Security Instrument and the Note, "attorneys' fees" shall include any attorneys' fees awarded by an appellate court and any attorneys' fees incurred in a bankruptcy proceeding.

25. 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.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and in any Rider executed by Borrower and recorded with it.

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03-2265-007708070-3

x *[Signature]*
OMAR BOTERO

x *[Signature]*
CLAUDIA BOTERO

(Space Below This Line For Acknowledgment)

STATE OF FLORIDA
COUNTY OF Miami Dade

The foregoing instrument was acknowledged before me this 18th day of July, 2002 by: Omar Botero, joined by his wife Claudia Botero who is personally known to me or has produced _____ as identification.

My Commission expires:

[Signature]
(Signature of person taking acknowledgment)
Sandra C. Lopez
(Name of acknowledger typed, printed or stamped)



Sandra C. Lopez
Commission # CC 811226
Expires Apr. 6, 2003
Bonded Thru
Atlantic Bonding Co., Inc.

(Notary Rubber/Raised Stamp Seal)

FLORIDA
73213 102 011

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ADJUSTABLE RATE RIDER (12-MTA Index - Payment and Rate Caps)

03-2265-007708070-3

THIS ADJUSTABLE RATE RIDER is made this 18th day of July, 2002 and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust, or Security Deed (the "Security Instrument") of the same date given by the undersigned (the "Borrower") to secure Borrower's Adjustable Rate Note (the "Note") to Washington Mutual Bank, FA (the "Lender") of the same date and covering the property described in the Security Instrument and located at:

3333 HALISSEE ST. MIAMI, FL 33133

(Property Address)

THIS RIDER CONTAINS PROVISIONS ALLOWING FOR CHANGES IN MY INTEREST RATE AND MY MONTHLY PAYMENT. MY MONTHLY PAYMENT INCREASES WILL HAVE LIMITS WHICH COULD RESULT IN THE PRINCIPAL AMOUNT I MUST REPAY BEING LARGER THAN THE AMOUNT I ORIGINALLY BORROWED, BUT NOT MORE THAN 125% OF THE ORIGINAL AMOUNT (OR \$ 740,625.00). MY INTEREST RATE CAN NEVER EXCEED THE LIMIT STATED IN THE NOTE AND RIDER. A BALLOON PAYMENT MAY BE DUE AT MATURITY.

ADDITIONAL COVENANTS. In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree as follows:

A. INTEREST RATE AND MONTHLY PAYMENT CHANGES

Interest will be charged on unpaid Principal until the full amount of Principal has been paid. Up until the first day of the calendar month that immediately precedes the first payment due date set forth in Section 3 of the Note, I will pay interest at a yearly rate of 5.722 %. Thereafter until the first Change Date (as defined in Section 4 of the Note) I will pay interest at a yearly rate of 2.950 %. The interest rate I will pay will thereafter change in accordance with Section 4 of the Note.

Section 4 of the Note provides for changes in the interest rate and monthly payment as follows:

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4. INTEREST RATE AND MONTHLY PAYMENT CHANGES**(A) Change Dates**

The interest rate I will pay may change on the 1st day of September, 2002, and on that day every month thereafter. Each such day is called a "Change Date".

(B) The Index

On each Change Date, my interest rate will be based on an Index. The "Index" is the Twelve-Month Average, determined as set forth below, of the annual yields on actively traded United States Treasury Securities adjusted to a constant maturity of one year as published by the Federal Reserve Board in the Federal Reserve Statistical Release entitled "Selected Interest Rates (H.15)" (the "Monthly Yields"). The Twelve-Month Average is determined by adding together the Monthly Yields for the most recently available twelve months and dividing by 12.

The most recent Index figure available as of the date 15 days before each Change Date is called the "Current Index".

If the Index is no longer available, the Note Holder will choose a new index which is based upon comparable information. The Note Holder will give me notice of this choice.

(C) Interest Rate Change

Before each Change Date, the Note Holder will calculate my new interest rate by adding Two & Ninety-Five-Hundredths percentage points 2.950 % ("Margin") to Current Index. The Note Holder will then round the result of this addition to the nearest one thousandth of one percentage point (0.001%). Subject to the limits stated in Section 4(D) below, this rounded amount will be my new interest rate until the next Change Date. In the event a new index is selected, pursuant to paragraph 4(B), a new Margin will be determined. The new Margin will be the difference between the average of the old Index for the most recent three year period which ends on the last date the Index was available plus the Margin on the last date the old Index was available and the average of the new Index for the most recent three year period which ends on that date (or if not available for such three year period, for such time as it is available). The difference will be rounded to the next higher 1/8 of 1%.

(D) Interest Rate Limit

My interest rate will never be greater than 11.950 % ("Cap"), except that following any sale or transfer of the property which secures repayment of this Note after the first interest rate Change Date, the maximum interest rate will be the higher of the Cap or 5 percentage points greater than the interest rate in effect at the time of such sale or transfer.

(E) Payment Change Dates

Effective every year commencing September 1, 2003, and on the same date each twelfth month thereafter ("Payment Change Date"), the Note Holder will determine the

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amount of the monthly payment that would be sufficient to repay the projected Principal balance I am expected to owe as of the Payment Change Date in full on the maturity date at the interest rate in effect 45 days prior to the Payment Change Date in substantially equal payments. The result of this calculation is the new amount of my monthly payment, subject to Section 4(F) below, and I will make payments in the new amount until the next Payment Change Date unless my payments are changed earlier under Section 4(H) of the Note.

(F) Monthly Payment Limitations

Unless Section 4(H) and 4(I) below apply, the amount of my new monthly payment, beginning with a Payment Change Date, will be limited to 7 1/2% more or less than the amount I have been paying. This payment cap applies only to the Principal Payment and does not apply to any escrow payments Lender may require under the Security Instrument.

(G) Changes in My Unpaid Principal Due to Negative Amortization or Accelerated Amortization

Since my payment amount changes less frequently than the interest rate and since the monthly payment is subject to the payment limitations described in Section 4(F), my monthly payment could be less or greater than the amount of the interest portion of the monthly payment that would be sufficient to repay the unpaid Principal I owe at the monthly payment date in full on the maturity date in substantially equal payments. For each month that the monthly payment is less than the interest portion, the Note Holder will subtract the monthly payment from the amount of the interest portion and will add the difference to my unpaid Principal, and interest will accrue on the amount of this difference at the current interest rate. For each month that the monthly payment is greater than the interest portion, the Note Holder will apply the excess towards a Principal reduction of the Note.

(H) Limit on My Unpaid Principal: Increased Monthly Payment

My unpaid Principal can never exceed a maximum amount equal to 125% of the principal amount original borrowed. In the event my unpaid Principal would otherwise exceed that 125% limitation, I will begin paying a new monthly payment until the next Payment Change Date notwithstanding the 7 1/2% annual payment increase limitation. The new monthly payment will be an amount which would be sufficient to repay my then unpaid principal in full on the maturity date at my interest rate in effect the month prior to the payment due date in substantially equal payments.

(I) Required Full Monthly Payment

On the FIFTH anniversary of the due date of the first monthly payment, and on that same day every FIFTH year thereafter, the monthly payment will be adjusted without regard to the payment cap limitation in Section 4(F).

(J) Notice of Changes

The Note Holder will deliver or mail to me a notice of any changes in the amount of my

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monthly payment before the effective date of any change. The notice will include information required by law to be given me and also the title and telephone number of a person who will answer any questions I may have regarding the notice.

(K) Failure to Make Adjustments

If for any reason Note Holder fails to make an adjustment to the interest rate or payment amount as described in this Note, regardless of any notice requirement, I agree that Note Holder may, upon discovery of such failure, then make the adjustment as if they had been made on time. I also agree not to hold Note Holder responsible for any damages to me which may result from Note Holder's failure to make the adjustment and to let the Note Holder, at its option, apply any excess monies which I may have paid to partial prepayment of unpaid "Principal."

B. TRANSFER OF THE PROPERTY OR A BENEFICIAL INTEREST IN BORROWER

Section 18 of the Security Instrument is amended to read as follows:

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 interests 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 a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Lender's prior written consent, Lender may require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by Applicable Law. Lender also shall not exercise this option if: (a) Borrower causes to be submitted to Lender information required by Lender to evaluate the intended transferee as if a new loan were being made to the transferee; (b) Lender reasonably determines that Lender's security will not be impaired by the loan assumption and that the risk of a breach of any covenant or agreement in this Security Agreement or other obligations related to the Note or other loan document is acceptable to Lender, (d) Assuming party executes Assumption Agreement acceptable to Lender at its sole choice and discretion, which Agreement may include an increase to Cap as set forth below and (d) payment of Assumption Fee if requested by Lender.

To the extent permitted by Applicable Law, Lender may charge a reasonable fee as a condition to Lender's consent to the loan assumption, and Lender may increase the maximum interest rate limit to the higher of the Cap or 5 percentage points greater than the interest rate in effect at the time of the transfer. Lender may also require the transferee to sign an assumption agreement that is acceptable to Lender and that obligates the


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transferee to keep all the promises and agreements made in the Note and in this Security Instrument. Borrower will continue to be obligated under the Note and this Security Instrument unless Lender has entered into a written assumption agreement with transferee and formally releases Borrower.

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.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Adjustable Rate Rider. Borrower agrees to execute any document necessary to reform this Agreement to accurately reflect the terms of the Agreement between Borrower and Beneficiary or if the original Note, Trust Deed or other document is lost, mutilated or destroyed.

x 
OMAR BOTERO

x 
CLAUDIA BOTERO

RECORDED IN OFFICIAL RECORDS ROOM
OF DADE COUNTY, FLORIDA
RECORD VERIFIED
HARVEY RUVIN
CLERK CIRCUIT COURT



CFN 20120668214
DR Bk 28279 Pg 1794 (1pg)
RECORDED 09/20/2012 09:35:21
HARVEY RUVIN, CLERK OF COURT
MIAMI-DADE COUNTY, FLORIDA
LAST PAGE

When Recorded Return To:
JPMorgan Chase Bank, NA
C/O NTC 2100 Alt. 19 North
Palm Harbor, FL 34683

Loan #: 0077080703



ASSIGNMENT OF MORTGAGE

Contact JPMORGAN CHASE BANK, N.A. for this instrument 780 Kansas Lane, Suite A, Monroe, LA 71203, telephone # (866) 756-8747, which is responsible for receiving payments.

FOR GOOD AND VALUABLE CONSIDERATION, the sufficiency of which is hereby acknowledged, the undersigned, FEDERAL DEPOSIT INSURANCE CORPORATION, AS RECEIVER OF WASHINGTON MUTUAL BANK F/K/A WASHINGTON MUTUAL BANK,FA, WHOSE ADDRESS IS 700 Kansas Lane, MC 8000, MONROE, LA, 71203, (ASSIGNOR), by these presents does convey, grant, assign, transfer and set over the described Mortgage with all interest secured thereby, all liens, and any rights due or to become due thereon to JPMORGAN CHASE BANK, NATIONAL ASSOCIATION, WHOSE ADDRESS IS 700 Kansas Lane, MC 8000, MONROE, LA 71203 (866)756-8747, ITS SUCCESSORS OR ASSIGNS, (ASSIGNEE).

Said Mortgage was made by OMAR BOTERO AND CLAUDIA BOTERO and was recorded in Official Records of the Clerk of the Circuit Court of MIAMI-DADE County, Florida, in Book 20546, Page 1837, or Instrument # 02R456594 upon the property situated in said State and County as more fully described in said mortgage.

This Assignment is made without recourse, representation or warranty, express or implied, by the FDIC in its corporate capacity or as Receiver.

This Assignment is intended to further memorialize the transfer that occurred by operation of law on September 25, 2008 as authorized by Section 11(d)(2)(G)(i)(II) of the Federal Deposit Insurance Act, 12 U.S.C. §1821 (d)(2)(G)(i)(II)

IN WITNESS WHEREOF, this Assignment is executed on 09/01/2012 (MM/DD/YYYY)
FEDERAL DEPOSIT INSURANCE CORPORATION, AS RECEIVER OF WASHINGTON MUTUAL BANK F/K/A WASHINGTON MUTUAL BANK,FA, by JPMORGAN CHASE BANK, NATIONAL ASSOCIATION, its Attorney-in-Fact

By: *Laura Wilson*
Laura Wilson
VICE PRESIDENT

Witnesses:

Tobias Bryant
Tobias Bryant

Shejia King
Shejia King

STATE OF LOUISIANA PARISH OF ORLEANS
On 09/01/2012 (MM/DD/YYYY), before me appeared Laura Wilson, to me personally known, who did say that he/she/they is/are the VICE PRESIDENT of JPMORGAN CHASE BANK, NATIONAL ASSOCIATION as Attorney-in-Fact for FEDERAL DEPOSIT INSURANCE CORPORATION, AS RECEIVER OF WASHINGTON MUTUAL BANK F/K/A WASHINGTON MUTUAL BANK,FA and that the instrument was signed on behalf of the corporation (or association), by authority from its board of directors, and that he/she/they acknowledged the instrument to be the free act and deed of the corporation (or association).

Eva Reese
Eva Reese
Notary Public - State of LOUISIANA
Commission expires: Upon My Death



Document Prepared By: E.Lance/NTC, 2100 Alt. 19 North, Palm Harbor, FL 34683 (800)346-9152
JPCAS 17414533 -6 WAMU CJ4125089 [C] FRMFL1_JPCAS3



17414533

space above reserved for recording information

IN THE CIRCUIT COURT OF THE ELEVENTH JUDICIAL CIRCUIT
IN AND FOR MIAMI-DADE COUNTY, FLORIDA
CIVIL DIVISION

JPMorgan Chase Bank, National Association

Case #:

Plaintiff,

-VS.-

Omar Botero, Jr. a/k/a Omar Botero-Paramo a/k/a Omar Botero; Claudia Elena Botero a/k/a Claudia Garcia Botero a/k/a Claudia Botero; WBL SPE II, LLC; Marisa Infante; Florida Elite Title & Escrow LLC d/b/a Florida Elite Title; United States of America; Maryanne Rosenbaum a/k/a Maryann Rosenbaum; Knight Capital Funding II, LLC; Carlton Fields Jorden Burt, P.A. Formerly Known as Carlton Fields, P.A.; Unknown Parties in Possession #1, If living, and all Unknown Parties claiming by, through, under and against the above named Defendant(s) who are not known to be dead or alive, whether said Unknown Parties may claim an interest as Spouse, Heirs, Devisees, Grantees, or Other Claimants; Unknown Parties in Possession #2, If living, and all Unknown Parties claiming by, through, under and against the above named Defendant(s) who are not known to be dead or alive, whether said Unknown Parties may claim an interest as Spouse, Heirs, Devisees, Grantees, or Other Claimants
Defendant(s).

NOTICE OF LIS PENDENS

TO: THE ABOVE NAMED DEFENDANT(S) AND ALL OTHERS WHOM IT MAY CONCERN:

YOU ARE HEREBY NOTIFIED that suit was instituted by the above-named Plaintiff against the above-named Defendant(s), in the above styled cause, involving the following described property, situated, lying and being in Miami-Dade County, Florida, to-wit:

LOT 1 AND SOUTHWESTERLY 15 FEET OF LOT 2 AND THE NORTHEASTERLY 60 FEET OF LOT 2, IN BLOCK 11, OF NATOMA MANORS SUBDIVISION, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 39, AT PAGE 25 OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA.

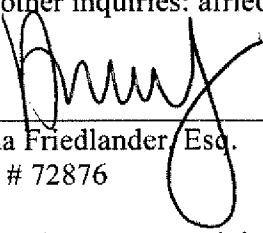
Relief sought as to such property is for foreclosure of mortgage held by Plaintiff against the premises and recorded in Official Records Book 20546, Page 1837 of the Public Records of Miami-Dade County, Florida.

YOU will, therefore, please govern yourselves accordingly.

DATED: May 7, 2018

Pursuant to Fla. R. Jud. Admin. 2.516(b)(1)(A), Plaintiff's counsel hereby designates its primary email address for the purposes of email service as: SFGBocaService@logs.com

SHAPIRO, FISHMAN & GACHÉ, LLP
Attorneys for Plaintiff
2424 North Federal Highway, Ste 360
Boca Raton, Florida 33431
Telephone: (561) 998-6700 Ext. 6845
Fax: (561) 998-6707
For Email Service Only: SFGBocaService@logs.com
For all other inquiries: afriedlander@logs.com

By: 
Amanda Friedlander, Esq.
FL Bar # 72876

Pursuant to the Fair Debt Collections Practices Act, you are advised that this office may be deemed a debt collector and any information obtained may be used for that purpose.

18-312711 FC01 W50

<p style="text-align: center;">IN THE CIRCUIT COURT OF THE ELEVENTH JUDICIAL CIRCUIT IN & FOR MIAMI-DADE COUNTY, FLORIDA</p> <p>Clerk Case Number: 2018-CA-015123 Division: Circuit Civil</p> <p>JPMorgan Chase Bank, National Association, Plaintiff(s),</p> <p>vs.</p> <p>Omar Botero, Jr. a/k/a Omar Botero-Paramo a/k/a Omar Botero; Claudia Elena Botero a/k/a Claudia Garcia Botero a/k/a Claudia Botero; WBL SPE II, LLC; Marisa Infante; Florida Elite Title & Escrow LLC d/b/a Florida Elite Title; United States of America; Maryanne Rosenbaum a/k/a Maryann Rosenbaum; Knight Capital Funding II, LLC; Carlton Fields Jordan Burt, P.A. Formerly Known as Carlton Fields, P.A.</p> <p>Defendant(s).</p>	<p>FOR CLERK'S USE ONLY</p> <p>FILED 2019 JUL 31 AM 10:11 CLERK'S OFFICE MIA-DADE CTY</p>
<p>FINAL JUDGMENT OF FORECLOSURE</p> <p><i>Pursuant to Administrative Memorandum CIV 12-E 24 CA 01</i></p>	

THIS ACTION was heard before the Court on Plaintiff's Motion for Summary Final Judgment on July 31, 2019. On the evidence presented,

IT IS ORDERED AND ADJUDGED that Plaintiff's Motion for Summary Judgment is **GRANTED** against all Defendants listed by name:

Omar Botero, Jr. a/k/a Omar Botero-Paramo a/k/a Omar Botero; Claudia Elena Botero a/k/a Claudia Garcia Botero a/k/a Claudia Botero; WBL SPE II, LLC; Marisa Infante; Florida Elite Title & Escrow LLC d/b/a Florida Elite Title; United States of America; Maryanne Rosenbaum a/k/a Maryann Rosenbaum; Knight Capital Funding II, LLC; Carlton Fields Jordan Burt, P.A. Formerly Known as Carlton Fields, P.A.

2018-CA-015123

1. Amounts Due and Owing. Plaintiff is due:

Principal Due on the note secured by the mortgage foreclosed	\$460,118.99
Interest on the note and mortgage from October 1, 2017 through February 28, 2019	\$21,714.55
Interest to the date of this Judgment	\$6,557.58
Title search expenses	\$330.00
Taxes for the year(s) of	\$24,902.47
2018 \$12,545.03	
2017 \$12,357.44	
Insurance premiums for the year(s) of	\$29,569.00
Hazard Insurance 2018 \$23,373.00	
Hazard Insurance 2017 \$6,196.00	
<u>Attorneys' Fees:</u>	
Other*:	\$3,450.00
Attorneys' Fees Total	\$3,450.00

*(The requested attorney's fee is a flat rate fee that the firm's client agreed to pay in this matter. Given the amount of the fee requested and the labor expended, the Court finds that a lodestar analysis is not necessary and that the flat fee is reasonable.)

The Court finds, based upon the affidavits presented and upon inquiry of counsel for the plaintiff, that _____ hours were reasonably expended by plaintiff's counsel and that an hourly rate of _____ is appropriate. PLAINTIFF'S COUNSEL REPRESENTS THAT THE ATTORNEY FEE AWARDED DOES NOT EXCEED ITS CONTRACT FEE WITH THE PLAINTIFF. The Court finds that there are no reduction or enhancement factors for consideration by the Court pursuant to Florida Patient's Compensation Fund v. Rowe, 472 S.2d 1145 (Fla. 1985).

Court Costs, Now Taxed:

Complaint Filing Fee/ Statutory	\$2,036.00
Convenience Fee	\$5.00
Lis Pendens Filing Fee	
Service of Process at \$65.00 / Omar Botero, Jr. a/k/a Omar Botero-Paramo a/k/a Omar Botero	
\$65.00 / Claudia Elena Botero a/k/a Claudia Garcia Botero a/k/a Claudia Botero	
\$160.00 / WBL SPE II, LLC	
\$291.30 / Marisa Infante	
\$71.30 / Florida Elite Title & Escrow LLC d/b/a Florida Elite Title	
\$605.00 / United States of America	\$1,920.00

2018-CA-015123

\$136.30 / Maryanne Rosenbaum a/k/a
 Maryann Rosenbaum
 \$65.00 / Knight Capital Funding II, LLC
 \$350.00 / Carlton Fields Jorden Burt, P.A.
 Formerly Known as Carlton Fields, P.A.
 \$65.00 / Unknown Parties in Possession
 #1
 \$65.00 / Unknown Parties in Possession
 #2

Publication for Service for Marisa Infante and Florida Elite \$245.00
 Title & Escrow LLC d/b/a Florida Elite Title

SUBTOTAL \$550,867.49

Additional Costs:
 Pre-Acceleration Late Charges \$465.90
 Property Inspections: \$148.00
 Property Preservation: \$435.00
 Clerk Cost \$15.00
 Expert Affidavit Cost \$5.00
 SUBTOTAL \$551,936.39

Less: Escrow Balance \$0.00
 Less: Other Suspense \$0.00
 Less: Credits (\$11,492.83)

GRAND TOTAL \$540,443.56

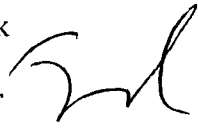
2. **Interest.** The grand total amount referenced in Paragraph 1 shall bear interest from this date forward at the prevailing legal rate of interest, 6.77% a year.
3. **Lien on Property.** Plaintiff, whose address is **7255 Baymeadows Way, Jacksonville, Florida 32256**, holds a first mortgage lien for the grand total sum superior to all claims or estates of the defendant(s), on the following described property in Miami-Dade County, Florida:

LOT 1 AND SOUTHWESTERLY 15 FEET OF LOT 2 AND THE NORTHEASTERLY
 60 FEET OF LOT 2, IN BLOCK 11, OF NATOMA MANORS SUBDIVISION,
 ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 39, AT
 PAGE 25 OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA.

Property Address: 3333 Halissee Street, Miami, FL 33133

The aforesaid lien of the Plaintiff is prior, paramount and superior to all rights, claim, liens, interest, encumbrances and equities of the Defendants and all persons, firms or corporations claiming by, through or under said Defendants or any of them and the

property will be sold free and clear of all claims of said Defendants, except that the United States of America is accorded its right of redemption pursuant to Title 28 U.S.C. §2410(c), with the exception of any assessments pursuant to Florida Statutes §§718.116 and 720.3085.

4. **Sale of Property.** If the grand total amount with interest at the rate described in Paragraph 2 and all costs accrued subsequent to this judgment are not paid, the Clerk of the Court shall sell the subject property at public sale Pursuant to Administrative Order 09-18, the Clerk of the Courts for the Eleventh Judicial Circuit is authorized to conduct on-line public auctions of real property in lieu of on-site auctions. The Clerk of the Courts shall conduct the sale online at www.miamidade.realforeclose.com commencing at 9:00 A.M. on Sept. 4, 2019 to the highest bidder for cash. 
5. **Costs.** Plaintiff shall advance all subsequent costs and advances pursuant to the mortgage 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 documentary stamps affixed to the certificate of title. If plaintiff is the purchaser, the Clerk shall credit Plaintiff's bid with the total sum with interest and costs and advances pursuant to the mortgage accruing subsequent to this judgment, or such part of it, as is necessary to pay the bid in full.
6. **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 the plaintiff's costs and advances pursuant to the mortgage; second, documentary stamps affixed to the Certificate; third, plaintiff's attorney's fees; fourth, the total sum due to the plaintiff, less the items paid, plus interest at the rate prescribed in Paragraph 2 from this date to the date of the sale; and by retaining any remaining amount pending the further order of this Court.
7. **Right of Possession.** Upon the filing of the Certificate of Sale, defendant(s) and all persons claiming under or against defendant(s) since the filing of the Notice of Lis Pendens shall be foreclosed of all estate or claim in the property, except as to claims or rights under Chapter 718 or Chapter 720, Fla. Stat., if any. Upon filing the Certificate of Title, the person named on the Certificate of Title shall be let into possession of the property, subject to the provisions of the "Protecting Tenants at Foreclosure Act 2009, which was extended until 12/31/14 by the Dodd Frank Wall Street Reform and Consumer Protection Act.
8. **Jurisdiction.** The Court retains jurisdiction of this action to enter further orders that are proper, including, without limitation, writs of possession and deficiency judgments.

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

2018-CA-015123

PURSUANT TO THIS FINAL JUDGMENT.


IF YOU ARE A SUBORDINATE LIEN HOLDER CLAIMING A RIGHT TO FUNDS REMAINING AFTER THE SALE, IF ANY, YOU MUST FILE A CLAIM WITH THE CLERK NO LATER THAN THE DATE THAT THE CLERK REPORTS THE FUNDS AS UNCLAIMED. IF YOU FAIL TO FILE A TIMELY CLAIM, YOU WILL NOT BE ENTITLED TO ANY REMAINING FUNDS.

IF YOU ARE THE PROPERTY OWNER, 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, 140 WEST FLAGLER STREET, ROOM 908, MIAMI, FLORIDA (TELEPHONE: (305) 375-5943) WITHIN (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.

IF YOU DECIDE TO SELL YOUR HOME OR HIRE SOMEONE TO HELP YOU CLAIM THE ADDITIONAL MONEY, YOU SHOULD READ VERY CAREFULLY ALL THE PAPERS 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 THE EQUITY IN YOUR PROPERTY WITHOUT THE PROPER INFORMATION. IF YOU CANNOT AFFORD TO PAY AN ATTORNEY, YOU MAY CONTACT THE LEGAL AID SOCIETY AT THE DADE COUNTY BAR ASSOCIATION, 123 N.W. FIRST AVENUE, SUITE 214, MIAMI, FLORIDA, (TELEPHONE: (305) 579-5733), TO SEE IF YOU QUALIFY FINANCIALLY FOR THEIR SERVICES. 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, YOU SHOULD DO SO AS SOON AS POSSIBLE AFTER THE RECEIPT OF THIS NOTICE.

DONE AND ORDERED in Open Court in Miami-Dade County, Florida, this 31 day of

July 31, 2019, AS TO ALL PARTIES
DISPOSITION
NUMBER 12
COURT DISMISSES THIS CASE AGAINST
PARTY NOT LISTED IN THIS FINAL ORDER
PREVIOUS ORDER(S). THIS CASE IS CLOSED
COPIES FURNISHED TO ALL PARTIES NAMED ON THE SERVICE LIST:
Judge's Initials TSR


 Circuit Judge

ORIGINAL
Judge Thomas J. Rebull

2018-CA-015123

SHAPIRO, FISHMAN & GACHÉ, LLP, 2424 North Federal Highway, Suite 360, Boca Raton, FL 33431 Fax:
(561) 998-6707

Omar Botero, Jr. a/k/a Omar Botero-Paramo a/k/a Omar Botero
3333 Halissee Street
Miami, FL 33133

Claudia Elena Botero a/k/a Claudia Garcia Botero a/k/a Claudia Botero
3333 Halissee Street
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c/o Jonathan M. Sykes, Esq.
Burr & Forman LLP
200 South Orange Avenue, Suite 800
Orlando, FL 32801

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LAST KNOWN ADDRESS
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Miami, FL 33172

United States of America
C/O Wifredo A. Ferrer, US Attorney, Southern District
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West Palm Beach, FL 33401

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Coloma, MI 49038

Knight Capital Funding II, LLC
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1691 Michigan Ave
Suite 230
Miami Beach, FL 33139

Carlton Fields Jordan Burt, P.A. Formerly Known as Carlton Fields, P.A.
c/o CF Registered Agent, Inc., R.A.
100 South Ashley Drive, Suite 400
Tampa, FL 33602

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Knight Capital Funding II, LLC, c/o Phillip Yates, Esq, phillip.yates@knightcapitalfunding.com

A copy of this served document may be obtained, on request, from the clerk of the court or by contacting Shapiro, Fishman & Gaché, LLP.

18-312711 FC01 W50

2018-CA-015123

TI - E. Navarro, 76574

6

RECORDATION REQUESTED BY:
World Business Lenders, LLC
120 West 45th Street
New York, NY 10036

WHEN RECORDED MAIL TO:
World Business Lenders, LLC
120 West 45th Street
New York, NY 10036

FOR RECORDER'S USE ONLY

Prepared By:
Kelvin Burton
120 West 45th Street
New York, NY 10036

MORTGAGE

ww-1449-FL

THIS MORTGAGE dated November 10th, 2015, is made and executed between Omar Botero, a single man, a/k/a Omar Botero, Jr., whose address is 3333 Hallssee St. Miami, FL 33133 (referred to below as "Grantor") and Bank of Lake Mills, its successors and/or assigns whose address is 136 E Madison St. Lake Mills, WI 53551 (referred to below as "Lender").

GRANT OF MORTGAGE. For valuable consideration, Grantor mortgages and warrants to Lender all of Grantor's right, title, and interest whether existing or hereafter acquired, in and to the following described real property, together with all existing or subsequently erected or affixed buildings, improvements and fixtures; all easements, rights of way, and appurtenances, public or private, now or hereafter used in connection with the Property; all rights to make divisions of the land that are exempt from the platting requirements of all applicable land division and/or platting acts, as amended from time to time; all water, water rights, watercourses and ditch rights (including stock in utilities with ditch or irrigation right(s); all Personal Property; all licenses, contracts, permits and agreements required or used in connection with the ownership, operation or maintenance of the Property; all insurance proceeds; all awards, including interest, make to Grantor for any taking by eminent domain of the Property; all existing and future leases, subleases, licenses and other agreements for the use and/or occupancy of the Property, oral or written, including all extensions, renewals, replacements and holders; all Rents from the Property; and all other rights, royalties, and profits relating to the real property, including without limitation all minerals, oil, gas, geothermal and similar matters, (the "Real Property") located in Miami-Dade County, State of Florida:

See Exhibit A, which is attached to this Mortgage and made a part of this Mortgage as if fully set forth herein.

The Real Property or its address is commonly known as 3333 Hallssee St. Miami, FL 33133.

Cross-Collateralization. In addition to the Note, this Mortgage secures all obligations, debts and liabilities, plus interest thereon, of Grantor to Lender, or any one or more of them, as well as all claims by Lender against Grantor or any one or more of them, where now existing or hereafter arising, whether related or unrelated to the purpose of the Note, whether voluntary or otherwise, whether due or not due, direct or indirect, determined or undetermined, absolute or contingent, liquidated or unliquidated whether

FLORIDA – RESIDENTIAL PROPERTY - GUARANTOR

Grantor may be liable individually or jointly with others, whether obligated as guarantor, surety, accommodation party or otherwise, and whether recovery upon such amounts may be or hereafter may become barred by any statute of limitations, and whether the obligation to repay such amounts may be or hereafter may become otherwise unenforceable.

Grantor unconditionally, irrevocably and presently assigns, grants, conveys and sets over to Lender all of Grantor's right, title and interest in and to all present and future leases, subleases, licenses and other agreements for the use and/or occupancy of the Property, oral or written, including all extensions, renewals, replacements and holdovers (collectively the "Leases") and all Rents from the Property. In addition, Grantor grants to Lender a Uniform Commercial Code security interest in the Personal Property and Rents.

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

GRANTOR'S WAIVERS. Grantor waives all rights or defenses arising by reason of any "one action" or "anti-deficiency" law, or any other law which may prevent Lender from bringing any action against Grantor, including a claim for deficiency to the extent Lender is otherwise entitled to a claim for deficiency, before or after Lender's commencement or completion of any foreclosure action, either judicially or by exercise of a power of sale.

GRANTOR'S REPRESENTATIONS AND WARRANTIES. Grantor warrants that: (a) this Mortgage is executed at Borrower's request and not at the request of Lender; (b) Grantor has the full power, right, and authority to enter into this Mortgage and to hypothecate the Property; (c) the provisions of this Mortgage do not conflict with, or result in a default under any agreement or other instrument binding upon Grantor and do not result in a violation of any law, regulation, court decree or order applicable to Grantor; (d) Grantor has established adequate means of obtaining from Borrower on a continuing basis information about Borrower's financial condition; and (e) Lender has made no representation to Grantor about Borrower (including without limitation the creditworthiness of Borrower).

PAYMENT AND PERFORMANCE. Except as otherwise provided in this Mortgage, Borrower shall pay to Lender all Indebtedness secured by this Mortgage as it becomes due, and Borrower and Grantor shall strictly perform all Borrower's and Grantor's obligations under this Mortgage.

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

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

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

Compliance With Environmental Laws. Grantor represents and warrants to Lender that: (1) During the period of Grantor's ownership of the Property, there has been no use, generation, manufacture, storage, treatment, disposal, release or threatened release of any Hazardous Substance by any person on, under, about or from the Property; (2) Grantor has no knowledge of, or reason to believe that there has been, except as previously disclosed to and acknowledged by Lender in writing, (a) any breach or violation of any Environmental Laws, (b) any use, generation, manufacture, storage, treatment, disposal, release or threatened release of any Hazardous Substance on, under, about or from the Property by any prior owners or occupants of the Property, or (c) any actual or threatened litigation or claims of any kind by any person relating to such matters; and (3) Except as previously disclosed to and acknowledged by Lender in writing, (a) neither Grantor nor any tenant, contractor, agent or other authorized user of the Property shall use, generate, manufacture, store, treat, dispose of or release any Hazardous Substance on, under,

about or from the Property; and (b) any such activity shall be conducted in compliance with all applicable federal, state, and local laws, regulations and ordinances, including without limitation all Environmental Laws. Grantor authorizes Lender and its agents to enter upon the Property to make such inspections and tests, at Grantor's expense, as Lender may deem appropriate to determine compliance of the Property with this section of the Mortgage. Any inspections or tests made by Lender shall be for Lender's purposes only and shall not be construed to create any responsibility or liability on the part of Lender to Grantor or to any other person. The representations and warranties contained herein are based on Grantor's due diligence in investigating the Property for Hazardous Substances.

Grantor and any occupants at the Property shall exercise extreme care in handling Hazardous Substances and, if Grantor or any occupant uses or encounters any Hazardous Substances at the Property, Grantor shall, at its own cost and expense, in addition to complying with all applicable federal, state and local laws, regulations and ordinances, including, without limitation, all Environmental Laws, undertake any and all preventive, investigatory or remedial action (including emergency response, removal, containment and other remedial action) necessary to prevent or minimize (a) property damage (including damage to Grantor's or any occupant's own property), (b) personal injury, (c) damage to the environment or (d) the threat of any such damage or injury, in each case, by reason of any release of or exposure to any Hazardous Substances at the Property or the operations of Grantor or any occupant at the Property.

Grantor authorizes Lender and its agents to enter upon the Property to make such inspections and tests, at Grantor's expense, as Lender may deem appropriate to determine compliance of the Property with this section of this Mortgage. Any inspections or tests made by Lender shall be for Lender's purposes only and shall not be construed to create any responsibility or liability on the part of Lender to Grantor or to any other person. If, pursuant to the section set forth below regarding expenditures by Lender, Lender performs any of the actions required of Grantor under this section of the Mortgage, Lender shall not, by reason of such performance, be deemed to be assuming any responsibility of Grantor under any Environmental Law or to any third party.

Grantor shall immediately notify Lender upon becoming aware of any of the following: (a) any spill, release or disposal of any Hazardous Substances at the Property or in connection with any of operations at the Property, if such spill, release or disposal must be reported to any governmental authority under applicable Environmental Laws; (b) any contamination, or imminent threat of contamination, of the Property by any Hazardous Substances or any violation of Environmental Laws in connection with the Property or any operations conducted at the Property; (c) any order, notice of violation, fine, penalty or other similar action by any governmental authority relating to Hazardous Substances, Environmental Laws, the Property or the operations conducted at the Property; (d) any judicial or administrative investigation or proceeding relating to Hazardous Substances, Environmental Laws, that would give a reasonably prudent lender cause to be concerned that the value of Lender's security interest in the Property may be reduced or threatened or that may impair, or threaten to impair, Grantor's ability to perform any of its obligations under this Mortgage when such performance is due. Grantor shall deliver to Lender, at Lender's request, copies of any and all documents in Grantor's possession (or to which it has access) relating to Hazardous Substances, Environmental Laws, the Property or the operations conducted at the Property, including, without limitation, the results of laboratory analyses, site assessments or studies, environmental audit reports and other consultants' studies and reports.

Grantor hereby (1) releases and waives any future claims against any Indemnified Person (as defined below) for indemnity or contribution in the event Grantor becomes liable for cleanup or other costs under any Environmental Laws; and (2) agrees to indemnify, defend, and hold harmless each Indemnified Person against any and all claims, losses, liabilities, damages, penalties, and expenses which any Indemnified Person may directly or indirectly sustain or suffer resulting from a breach of this section of the Mortgage or as a consequence of (a) any breach of this section of the Mortgage, (b) any use, generation, manufacture, storage, disposal, release or threatened release occurring during or prior to Grantor's ownership or interest in the Property, whether or not the same was or should have been known to Grantor, (c) any investigatory or remedial action involving the Property, the operations conducted at the

Property or any other operations of Grantor or any occupant at the Property that is required by any Environmental Laws and (d) the contamination of the Property by any Hazardous Substances, by any means whatsoever (including, without limitation, any migration of any Hazardous Substances onto the Property, present or future. The provisions of this section of the Mortgage, including the obligation to indemnify and defend, shall survive the payment of the Indebtedness and the satisfaction and reconveyance of the lien of this Mortgage and shall not be affected by Lender's acquisition of any interest in the Property, whether by foreclosure or otherwise.

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

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

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

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

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

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

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

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

Payment. Grantor shall pay when due (and in all events prior to delinquency) all taxes, payroll taxes, special taxes, assessments, water charges and sewer service charges levied against or on account of the Property, and shall pay when due all claims for work done on or for services rendered or material

furnished to the Property. Grantor shall maintain the Property free of any liens having priority over or equal to the interest of Lender under this Mortgage, except for those liens specifically agreed to in writing by Lender, and except for the lien of taxes and assessments not due as further specified in the Right to Contest paragraph.

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

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

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

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

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

Application of Proceeds. Grantor shall promptly notify Lender of any loss or damage to the Property. Lender may make proof of loss if Grantor fails to do so within fifteen (15) days of the casualty. Whether or not Lender's security is impaired, Lender may, at Lender's election, receive and retain the proceeds of any insurance and apply the proceeds to the reduction of the Indebtedness, payment of any lien affecting the Property, or the restoration and repair of the Property. If Lender elects to apply the proceeds to restoration and repair, Grantor shall repair or replace the damaged or destroyed Improvements in a

manner satisfactory to Lender. Lender shall, upon satisfactory proof of such expenditure, pay or reimburse Grantor from the proceeds for the reasonable cost of repair or restoration if Grantor is not in default under this Mortgage. Any proceeds which have not been disbursed within 180 days after their receipt and which Lender has not committed to the repair or restoration of the Property shall be used first to pay any amount owing to Lender under this Mortgage, then to pay accrued interest, and the remainder, if any, shall be applied to the principal balance of the Indebtedness. If Lender holds any proceeds after payment in full of the Indebtedness, such proceeds shall be paid to Grantor as Grantor's interests may appear.

Unexpired Insurance at Sale. Any unexpired insurance shall inure to the benefit of, and pass to, the purchaser of the Property covered by this Mortgage at any trustee's sale or other sale held under the provisions of this Mortgage, or at any foreclosure sale of such Property.

LENDER'S EXPENDITURES. If Grantor fails (A) to keep the Property free of all taxes, liens, security interests, encumbrances, and other claims, (B) to provide any required insurance on the Property, or (C) to make repairs to the Property, then Lender may do so. If any action or proceeding is commenced that would materially affect Lender's interests in the Property, then Lender on Grantor's behalf may, but is not required to, take any action that Lender believes to be appropriate to protect Lender's interests, including but not limited to discharging costs for insuring, maintaining and preserving the Property. All expenses incurred or paid by Lender for such purposes will then bear interest at the rate charged under the Note from the date incurred or paid by Lender to the date of repayment by Grantor. All such expenses will become a part of the Indebtedness and, at Lender's option, will (A) be payable on demand; (B) be added to the balance of the Note and be apportioned among and be payable with any installment payments to become due during either (1) the term of any applicable insurance policy; or (2) the remaining term of the Note; or (C) be treated as a balloon payment which will be due and payable at the Note's maturity. The Mortgage also will secure payment of these amounts. The rights provided for in this paragraph shall be in addition to any other rights or any remedies to which Lender may be entitled on account of any default and shall be exercisable by Lender to the extent permitted by applicable law. Any such action by Lender shall not be construed as curing the default so as to bar Lender from any remedy that it otherwise would have had.

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

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

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

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

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

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

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

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

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

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

Taxes. The following shall constitute taxes to which this section applies: (1) a specific tax upon this type of Mortgage or upon all or any part of the Indebtedness secured by this Mortgage; (2) a specific tax on Borrower which Borrower is authorized or required to deduct from payments on the Indebtedness secured by this type of Mortgage; (3) a tax on this type of Mortgage chargeable against the Lender or the holder of the Note; and (4) a specific tax on all or any portion of the Indebtedness or on payments of principal and interest made by Borrower.

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

ASSIGNMENT OF RENTS AND LEASES. The following provisions relating to this Mortgage as an assignment of Rents and Leases are a part of this Mortgage:

License to Grantor. Unless and until Lender exercises its right to collect the Rents as provided below, and so long as no Event of Default exists, Grantor shall have a license to (a) remain in possession and control of the Property, (b) operate and manage the Property and (c) collect the Rents; provided that the granting of such license shall not constitute Lender's consent to the use of cash collateral in any bankruptcy proceedings. The foregoing license shall automatically and immediately terminate, without notice to Grantor, upon the occurrence of any Event of Default. After the occurrence of any Event of Default, Lender may exercise any of the rights and remedies set forth below and/or elsewhere in this Mortgage. Any Rents that are collected by Grantor after the occurrence of any Event of Default shall be held in trust for the benefit of Lender.

Grantor's Representations, Warranties and Covenants. Grantor represents, warrants and covenants that: (a) Grantor has good title to the Leases and is entitled to receive the Rents, in each case, free and clear of all rights, loans, liens, encumbrances, and claims, except as disclosed to and accepted by Lender in writing; (b) Grantor has the full right, power and authority to assign and convey the Leases and Rents to Lender; (c) Grantor has not previously assigned or conveyed the Leases and/or Rents to any other

person or entity by an instrument now in force; (d) Grantor will not sell, assign, encumber, or otherwise dispose of any of Grantor's right in the Leases and/or the Rents; (e) Grantor will fulfill and perform its obligations under all Leases and will give Lender prompt notice of any default in the performance of the terms of any of the Leases by either Grantor or any tenant, together with copies of all notices sent to or received by Grantor in connection with any Lease; (f) Grantor will enforce the tenants' obligations under the Leases; (g) Grantor will not, in any way enter into any new Lease, amend, assign, cancel, or terminate any Lease, accept a surrender of any Lease or any leased premises, accept any payment of Rent more than one month in advance or waive, release, discharge or compromise any Rent or any of the obligations of the tenants under any of the Leases, in each case, without the prior written consent of Lender; (h) Grantor will appear in and defend or prosecute any action growing out of any Lease, at Grantor's cost and expense; (i) there is no present default by any tenant under any Lease; (j) all existing Leases are in full force and effect and unmodified; (k) to the best of Grantor's knowledge, no person or entity other than authorized tenants is in possession of all or any part of the Property; (l) Grantor will provide copies of any and all Leases and Lease amendments, and all records relating thereto, to Lender upon Lender's request.

Lender's Right to Receive and Collect Rents. Subject to the license granted to Grantor above, Lender shall have the right, at any time from and after the occurrence of any Event of Default to collect and receive the Rents. For this purpose, Lender is hereby given and granted the following rights, powers, and authority: (a) Lender may send notices to any and all tenants of the Property advising them of this assignment and directing all Rents to be paid directly to Lender or Lender's agent. (b) Lender may (i) enter upon and take possession of the Property, (ii) demand, collect and receive from the tenants (or from any other persons liable therefor) all of the Rents of the Property, (iii) institute and carry on all legal proceedings necessary for the protection of the Property, including such proceeds as may be necessary to recover possession of the Property and collect the Rents, (iv) remove any tenant or other persons from the Property, (v) enter upon the Property to maintain the Property and keep the same in repair, and pay the costs thereof and of all services of all employees, including their equipment, and all continuing costs and expenses of maintaining the Property in proper repair and condition and (vi) pay all taxes, assessments and water utilities and the premiums on fire and other insurance effected by Lender on the Property; (c) Lender may do any and all things necessary or advisable to executed and comply with all applicable laws, rules, orders, ordinances and requirements of all governmental agencies; (d) Lender may (i) rent or lease the whole or any part of the Property for such terms or terms and on such conditions as Lender may deem appropriate and (ii) modify, terminate or accept the surrender of any Leases and/or waive, release, discharge or compromise any Rent or any obligations of any of the tenants under the Leases; (e) Lender may make any payment including necessary costs, expenses and reasonable attorney fees, or perform any action required of Grantor under any Lease, without releasing Grantor from the obligation to do so and without notice to or demand on Grantor; (f) Lender may engage such agent or agents as Lender may deem appropriate, either in Lender's name or in Grantor's name, to rent and manage the Property, including the collection and application of Rents; and (g) Lender may do all such other things and acts with respect to the Property, the Leases and the Rents as Lender may deem appropriate and may act exclusively and solely in the place and stead of grantor. Lender has all of the power of Grantor for the purposes stated above. Lender shall not be required to do any of the foregoing acts or things and the fact that Lender shall have performed one or more of the foregoing acts or things shall not require Lender to do any other specific act or thing. The foregoing rights and remedies of Lender are in addition to and not in limitation of the rights and remedies of Lender under the RIGHTS AND REMEDIES UPON DEFAULT section of this Mortgage including the rights and remedies set forth in the "Collect Rents" provision, all of which rights and remedies are incorporated into this ASSIGNMENT OF RENTS section.

Application of Rents. Any Rents received by Lender shall be applied against the indebtedness (including Lender's costs and expenses) in such order or manner as Lender shall elect in its sole discretion.

Right to Rely. Grantor hereby irrevocably authorizes and directs the tenants under the Leases to pay Rents to Lender upon written demand by Lender, without further consent of Grantor. The tenants may

rely upon any written statement delivered by Lender to the tenants. Any such payment to Lender shall constitute payment of Grantor under the Leases. The provisions of this paragraph are intended solely for the benefit of the tenants and shall never inure to the benefit of Grantor or any person claiming through or under Grantor, other than a tenant who has not received such notice. The assignment of Rents and Leases set forth herein is not contingent upon any notice or demand by Lender to the tenants.

Lender in Possession. Lender's acceptance of this Mortgage shall not, prior to entry upon and taking possession of the Property by Lender, be deemed to constitute Lender a "mortgagee in possession," nor obligate Lender to: (a) appear in or defend any proceedings relating to any of the Leases, the Rents or to the Property; (b) taken any action hereunder; (c) expend any money, incur any expenses or perform any obligations or liability under the Leases; or (d) assume any obligation for any deposits delivered to Grantor by any tenant and not delivered to Lender. Lender shall not be liable for any injury or damage to any person or property in or about the Property. Grantor indemnifies Lender and holds it harmless from all liability or damages which Lender may incur under any Lease and from all claims and demands which may be asserted against Lender by reason of any alleged obligation on its part to perform any term of any Lease.

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

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

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

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

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

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

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

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

EVENTS OF DEFAULT. Each of the following and each Event of Default (as defined in the Note) described in Section 8 of the Note, at Lender's option, shall constitute an Event of Default under this Mortgage:

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

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

Break Other Promises. Borrower or Grantor breaks any promise made to Lender or fails to perform promptly at the time and strictly in the manner provided in this Mortgage or in any agreement related to this Mortgage.

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

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

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

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

Taking of the Property. Any creditor or governmental agency tries to take any of the Property or any other of Borrower's or Grantor's property in which Lender has a lien. This includes taking of, garnishing of or levying on Borrower's or Grantor's accounts with Lender. However, if Borrower or Grantor disputes in good faith whether the claim on which the taking of the Property is based is valid or reasonable, and if Borrower or Grantor gives Lender written notice of the claim and furnishes Lender with monies or a surety

bond satisfactory to Lender to satisfy the claim, then this default provision will not apply.

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

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

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

Insecurity. Lender in good faith believes itself insecure.

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

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

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

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

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

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

Nonjudicial Sale. If permitted by applicable law, Lender may foreclose Grantor's interest in all or in any part of the Personal Property or the Real Property by non-judicial sale.

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

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

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

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

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

Insurance Policies. Lender shall have the right upon an Event of Default, but not the obligation, to assign all of Grantor's right, title and interest in and to all policies of insurance on the Property and any unearned premiums paid on such insurance to any receiver or any purchaser of the Property at a foreclosure sale, and Grantor hereby appoints Lender as attorney in fact to assign and transfer such policies.

Election of Remedies. All of Lender's rights and remedies will be cumulative and may be exercised alone or together. An election by Lender to choose any one remedy will not bar Lender from using any other remedy. If Lender decides to spend money or to perform any of Grantor's obligations under this Mortgage, after Grantor's failure to do so, that decision by Lender will not affect Lender's right to declare Grantor in default and to exercise Lender's remedies. Nothing under this Mortgage or otherwise shall be construed so as to limit or restrict the rights and remedies available to Lender following an Event of Default, or in any way to limit or restrict the rights and ability of Lender to proceed directly against Grantor and/or against any other co-maker, guarantor, surety or endorser and/or to proceed against any other collateral directly or indirectly securing the Indebtedness.

Attorneys' Fees; Expenses. If Lender institutes any suit or action to enforce any of the terms of this Mortgage, Lender shall be entitled to recover such sum as the court may adjudge reasonable as attorneys' fees at trial and upon any appeal. Whether or not any court action is involved, and to the extent not prohibited by law, all reasonable expenses Lender incurs that in Lender's opinion are necessary at any time for the protection of its interest or the enforcement of its rights shall become a part of the Indebtedness payable on demand and shall bear interest at the Note rate from the date of the expenditure until repaid. Expenses covered by this paragraph include, without limitation, however subject to any limits under applicable law, Lender's reasonable attorneys' fees and Lender's legal expenses, whether or not there is a lawsuit, including reasonable attorneys' fees and expenses for bankruptcy proceedings (including efforts to modify or vacate any automatic stay or injunction), appeals, and any anticipated post-judgment collection services, the cost of searching records, obtaining title reports (including foreclosure reports), surveyors' reports, and appraisal fees and title insurance, to the extent

permitted by applicable law. Grantor also will pay any court costs, in addition to all other sums provided by law.

NOTICES. Any notice required to be given under this Mortgage, including without limitation any notice of default and any notice of sale shall be given in writing, and shall be effective when actually delivered, when actually received by telefacsimile (unless otherwise required by law), when deposited with a nationally recognized overnight courier, or, if mailed, when deposited in the United States mail, as first class, certified or registered mail postage prepaid, directed to the addresses shown near the beginning of this Mortgage. All copies of notices of foreclosure from the holder of any lien which has priority over this Mortgage shall be sent to Lender's address, as shown near the beginning of this Mortgage. Any person may change his or her address for notices under this Mortgage by giving formal written notice to the other person or persons, specifying that the purpose of the notice is to change the person's address. For notice purposes, Grantor agrees to keep Lender informed at all times of Grantor's current address. Unless otherwise provided or required by law, if there is more than one Grantor, any notice given by Lender to any Grantor is deemed to be notice given to all Grantors. It will be recipient Grantor's responsibility to tell the others of the notice from Lender.

JURY WAIVER. THE UNDERSIGNED AND LENDER (BY ITS ACCEPTANCE HEREOF) HEREBY VOLUNTARILY, KNOWINGLY, IRREVOCABLY AND UNCONDITIONALLY WAIVE ANY RIGHT TO HAVE A JURY PARTICIPATE IN RESOLVING ANY DISPUTE (WHETHER BASED UPON CONTRACT, TORT OR OTHERWISE) BETWEEN OR AMONG THE UNDERSIGNED AND LENDER ARISING OUT OF OR IN ANY WAY RELATED TO THIS DOCUMENT, THE RELATED DOCUMENTS, OR ANY RELATIONSHIP BETWEEN OR AMONG THE UNDERSIGNED AND LENDER WHETHER ANY SUCH RIGHT NOW OR HEREAFTER EXISTS. THIS PROVISION IS A MATERIAL INDUCEMENT TO LENDER TO PROVIDE THE FINANCING EVIDENCED BY THIS DOCUMENT AND THE RELATED DOCUMENTS.

INFORMATION WAIVER. Lender may provide, without any limitation whatsoever, to any one or more purchasers, potential purchasers, or affiliates of Lender, any information or knowledge Lender may have about Grantor or about any matter relating to this Mortgage, and Grantor hereby waives any right to privacy Grantor may have with respect to such matters.

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

Amendments. What is written in this Mortgage and in the Related Documents is Grantor's entire agreement with Lender concerning the matters covered by this Mortgage. To be effective, any change or amendment to this Mortgage must be in writing and must be signed by whoever will be bound or obligated by the change or amendment.

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

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

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

Choice of Venue. If there is a lawsuit, Grantor agrees upon Lender's request to submit to the jurisdiction of the courts of the State of Florida, in the county in which Borrower's following address is located: Miami-Dade County, Florida.

Joint and Several Liability. All obligations of Borrower and Grantor under this Mortgage shall be joint and several, and all references to Grantor shall mean each and every Grantor, and all references to

Borrower shall mean each and every Borrower. This means that each Grantor signing below is responsible for all obligations in this Mortgage.

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

Indemnity. Grantor hereby agrees to indemnify, defend and hold harmless Lender, and its officers, directors, employees, agents and representatives (each an "Indemnified Person"), from and against any and all liabilities, obligations, claims, losses, damages, penalties, actions, judgments, suits, costs, expenses or disbursements of any kind or natures (collectively, the "Claims") which may be imposed on, incurred by or asserted against any Indemnified Person (whether or not caused by an Indemnified Person's sole, concurrent or contributory negligence) arising in connection with the Related Documents, the Indebtedness or the Property (including, without limitation, the enforcement of the Related Documents and the defense of any Indemnified Person's action and/or inaction in connection with the Related Documents), except to the limited extent that the Claims against the Indemnified Person are proximately caused by such Indemnified Person's gross negligence or willful misconduct. The indemnification provided for in this section shall survive the termination of this Mortgage and shall extend and continue to benefit each individual or entity who is, become or has any time been an Indemnified Person hereunder.

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

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

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

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

Waiver of Homestead Exemption. Grantor hereby releases and waives all rights and benefits of the homestead exemption laws of the State of Florida as to all Indebtedness secured by this Mortgage.

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

Uniform Commercial Code.

Borrower. The word "Borrower" means **Alianza Trinity Holdings, LLC, Alianza Trinity Development Group, LLC and Bright's Creek Golf Club, LLC**, and includes all co-signers and co-makers signing the Note and all their successors and assigns.

Environmental Laws. The words "Environmental Laws" mean any and all state, federal, local and foreign statutes, judicial decisions, regulations, ordinances, rules, judgments, orders, decrees, plans, injunctions, permits, concessions, grants, franchises, licenses, agreements and other governmental restrictions relating to (i) the protection of human health or the environment, (ii) the effect of the environment on human health, (iii) emissions, discharges or releases of pollutants, contaminants, hazardous substances or wastes into surface water, ground water or land or (iv) the manufacture, processing, distribution, use, treatment, storage, disposal, transport or handling of pollutants, contaminants, hazardous substances or wastes or the clean-up or other remediation thereof, including without limitation the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended, 42 U.S.C. Section 9601, et seq. ("CERCLA"), the Superfund Amendments and Reauthorization Act of 1986, Pub. L. No. 99-499 ("SARA"), the Hazardous Materials Transportation Act, 49 U.S.C. Section 1801, et seq., the Resource Conservation and Recovery Act, 42 U.S.C. Section 6901, et seq., or other applicable state or federal laws, rules, or regulations adopted pursuant thereto.

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

Grantor. The word "Grantor" means **Omar Botero, a single man, a/k/a Omar Botero, Jr.**

Guarantor. The word "Guarantor" means **Omar Botero-Paramo and Pasquale A Glordano.**

Guaranty. The word "Guaranty" means the Continuing Guaranty (Unlimited) from Guarantor to Lender, dated November 5th, 2015.

Hazardous Substances. The words "Hazardous Substances" mean materials that, because of their quantity, concentration or physical, chemical or infectious characteristics, may cause or pose a present or potential hazard to human health or the environment when improperly used, treated, stored, disposed of, generated, manufactured, transported or otherwise handled. The words "Hazardous Substances" are used in their very broadest sense and include without limitation any and all hazardous or toxic substances, materials or waste as defined by or listed under the Environmental Laws. The term "Hazardous Substances" also includes, without limitation, all explosive or radioactive substances or wastes and all hazardous or toxic substances, wastes or other pollutants, including petroleum or petroleum distillates, asbestos or asbestos containing materials, polychlorinated biphenyls, radon gas, infectious or medical wastes and all other substances or wastes of any nature regulated pursuant to any Environmental Law.

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

Indebtedness. The word "Indebtedness" means all principal, interest, and other amounts, costs and expenses payable under the Note or Related Documents, together with all renewals of, extensions of, modifications of, consolidations of and substitutions for the Note or Related Documents and any amounts expended or advanced by Lender to discharge Grantor's obligations or expenses incurred by Lender to enforce Grantor's obligations under this Mortgage, together with interest on such amounts as provided in this Mortgage. In addition, and without limitation, the term "Indebtedness" includes all amounts identified in the Cross-Collateralization paragraph of this Mortgage.

Lender. The word "Lender" means **Bank of Lake Mills**, its successors and/ or assigns. The words "successors or assigns" mean any person or company that acquires any interest in the Note.

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

Note. The word "Note" means the Business Promissory Note and Security Agreement dated November 5th, 2015, in the original principal amount of \$400,000.00 from Borrower to Lender, together with all renewals, extensions, modifications, refinancings, consolidations, and substitutions thereof. The interest rate on the Note is 0.252057534247% per day. The Note is payable commencing on November 12th, 2015 and on each Business Day thereafter until November 10th, 2016 with each daily payment equaling \$2,444.93, followed by a final payment of \$2,443.50 on November 10th, 2016, when any remaining outstanding Principal, interest and other unpaid charges shall be due and payable in full. The maturity date of the Note is November 10th, 2016.

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

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

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

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

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

[SIGNATURE PAGE TO FOLLOW; REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

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

GRANTOR: Omar Botero, a/k/a Omar Botero, Jr., a/k/a Omar Botero-Paramo

[Signature] a/k/a Omar Botero Jr., aka Omar Botero-Paramo
Omar Botero a/k/a Omar Botero, Sr. a/k/a Omar Botero-Paramo

ACKNOWLEDGMENT

STATE OF FLORIDA :
COUNTY OF MIAMI : :SS
DADE :

The foregoing instrument was acknowledged before me this 10th day of NOVEMBER, 2015, by Omar Botero, who is personally known to me or who has produced Driver's License as identification and who did (did not) take an oath.



LILIANNE JULES
MY COMMISSION # EE 820718
EXPIRES: September 17, 2016
Bonds Total Budget History Services

[Signature]
(Signature of Person Taking Acknowledgment)

LILIANNE JULES
(Name of Acknowledger Typed, Printed or Stamped)

NOTARY PUBLIC
(Title or Rank)

(Serial Number, if any)

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

GRANTOR: Claudia Elena Botero

Claudia Elena Botero
Claudia Elena Botero

ACKNOWLEDGMENT

STATE OF FLORIDA :
COUNTY OF MIAMI : :SS
DADE :

The foregoing instrument was acknowledged before me this 10th day of November, 2015, by
CLAUDIA ELENA BOTERO, who is personally known to me or
who has produced DRIVER'S LICENSE as identification and who did (did not) take an oath.

[Signature]
(Signature of Person Taking Acknowledgment)

LILIANNE JULES
(Name of Acknowledger Typed, Printed or Stamped)

NOTARY PUBLIC
(Title or Rank)

(Serial Number, if any)



LILIANNE JULES
MY COMMISSION # EE 820710
EXPIRES: September 17, 2016
Bonded Thru Budget Notary Services

ALL THAT CERTAIN lot or piece of ground situate in the County of Miami-Dade, State of Florida.

Lot 1 and the Southwesterly 15 feet of Lot 2 and the Northeasterly 60 feet of Lot 2, in Block 11, of NATOMA MANORS SUBDIVISION, according to the Plat thereof, as recorded in Plat Book 39, at Page 25, of the Public Records of Dade County, Florida

Prepared by: World Business Lenders, LLC.
Address: 120 West 45th. St 29th Floor
New York, NY 10036

ASSIGNMENT OF MORTGAGE

KNOW ALL MEN BY THESE PRESENTS that **Bank of Lake Mills**, for value received does hereby sell, assign, transfer, set over and convey unto **World Business Lenders, LLC at 120 W. 45th St 29th Floor, New York, NY 10036**, all of its right, title and interest of in and to that certain Mortgage dated **11/10/2015**, executed by **Omar Botero**, and covering the following described property:

Exhibit A
Legal Description


ALL THAT CERTAIN lot or piece of ground situate in the County of Miami-Dade, State of Florida.

Lot 1 and the Southwesterly 15 feet of Lot 2 and the Northeasterly 60 feet of Lot 2, in Block 11, of NATOMA MANORS SUBDIVISION, according to the Plat thereof, as recorded in Plat Book 39, at Page 25, of the Public Records of Dade County, Florida

filed for record on **12/1/2015**, as CFN. **20150757950** and recorded in Book **29870** at page **4986** of the records of **Miami-Dade** County, **Florida**, together with note debts and claims secured by said mortgage and the covenants contained therein.

IN WITNESS WHEREOF, **Bank of Lake Mills** has caused this instrument to be signed by its **Attorney-in-Fact** hereto this 5th day of April, 2016.

State of New York
County of New York


By: **Alex Nadler**
Title: **Vice President, World Business Lenders, LLC as Attorney-in-Fact for Bank of Lake Mills**
By Power of Attorney recorded 12/24/2015 in BK 19031 PG 342 in the official records of Pinellas County, Florida.

BE IT REMBERED, That on this 5th day of April, 2016 before me, the undersigned a Notary Public in and for said County and State came Alex Nadler the Vice President (title) who is personally known to me to be the same person who executed the within instrument of writing, and duly acknowledged the execution of the same.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal the day and year last above written.


Notary Public

My Commission Expires Jan 29, 2019

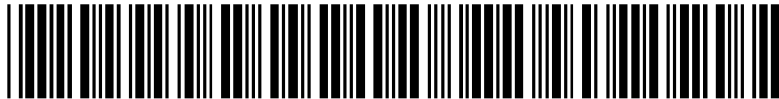
VICTORIA BRETTON
Notary Public, State of New York
Registration #01BR5032136
Qualified In New York County
Commission Expires Jan. 29, 2019

This document was prepared by:
World Business Lenders, LLC
101 Hudson Street, 33rd Floor
Jersey City , NJ 07302

CFN: 20170262413 BOOK 30527 PAGE 2384
DATE:05/09/2017 03:55:24 PM
HARVEY RUVIN, CLERK OF COURT, MIA-DADE CTY

Return To:
CT LIEN SOLUTIONS
PO BOX 29071
GLENDALE , CA 91209-9071
Phone #: 800-331-3282

ASSIGNMENT OF MORTGAGE



For Value Received, the undersigned holder of a Mortgage (herein "Assignor") whose address is **101 Hudson Street, 33rd Floor, Jersey City, NJ, 07302** , does hereby grant, sell, assign, transfer and convey, unto **WBL SPE II, LLC** , a corporation organized and existing under the laws of **Delaware** (herein "Assignee"), whose address is **101 Hudson Street, 33rd Floor, Jersey City, NJ, 07302** , a certain Mortgage dated **11/10/2015** , made and executed by **Omar Botero, a single man, a/k/a Omar Botero, Jr.** , to and in favor of Bank of Lake Mills, its successors and/or assigns upon the following described property situated in **Miami-Dade (formerly Dade) County** , State of Florida:

Such Mortgage having been given to secure payment of **Four Hundred Thousand dollars and Zero cents (\$400,000.00)** which Mortgage is of record in: **Book: 29870 Page: 4986 Instrument No: 20151757950**, of the DADE CLERK OF THE CIRCUIT COURT Records of **Miami-Dade (formerly Dade) County**, State of Florida, together with the note(s) and obligations therein described and the money due and to become due thereon with interest, and all rights accrued or to accrue under such Mortgage.

Description/Additional information: See attached.
Originally Recorded on: 12/01/2015

TO HAVE AND TO HOLD the same unto Assignee, its successor and assigns, forever, subject only to the terms and conditions of the above-described Mortgage.

IN WITNESS WHEREOF, the undersigned Assignor has executed this Assignment of Mortgage on 05/08/2017 .

World Business Lenders, LLC
(Assignor)

Electronic Signature

By: **ALEX NADLER**
Its: **Vice President**

Electronic Signature

Witness **FAN FAN**

Electronic Signature

Witness **Cassidy Dou**

STATE OF NEW JERSEY, HUDSON COUNTY

On **May 08, 2017** before me, the undersigned, a notary public in and for said state, personally appeared **ALEX NADLER, Vice President of World Business Lenders, LLC** personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.



Electronic
Notarization

Notary Public **SETH A. NOTES**

Commission Expires: **07/15/2021**

SETH A. NOTES
NOTARY PUBLIC OF NEW JERSEY
Comm. # 50041976
My Commission Expires 7/15/2021

Exhibit A

Legal Description

ALL THAT CERTAIN lot or piece of ground situate in the County of Miami-Dade, State of Florida.

Lot 1 and the Southwesterly 15 feet of Lot 2 and the Northeasterly 60 feet of Lot 2, in Block 11, of NATOMA MANORS SUBDIVISION, according to the Plat thereof, as recorded in Plat Book 39, at Page 25, of the Public Records of Dade County, Florida

Commonly Known as: 3333 Hallssee Street, Miami, FL 33133



CFN 20170583607
OR BK 30720 Pgs 4369-4370 (2Pgs)
RECORDED 10/17/2017 14:58:27
HARVEY RUVIN, CLERK OF COURT
MIAMI-DADE COUNTY, FLORIDA

Prepared by and to be returned to:
Jonathan M. Sykes, Esquire
BURR & FORMAN, LLP
200 South Orange Avenue, Suite 800
Orlando, FL 32801

[space above this line for recording information]

**AMENDED ASSIGNMENT OF MORTGAGE, BUSINESS PROMISSORY NOTE
AND SECURITY AGREEMENT AND OTHER LOAN DOCUMENTS
(Amending Assignment of Mortgage recorded May 9, 2017 in OR Book 30527 Page 2384
Miami-Dade Public Records)**

WORLD BUSINESS LENDERS, LLC a New York limited liability company, whose address is 101 Hudson Street, 33rd Floor, Jersey City, NJ 07302, ("Assignor"), in consideration of Ten Dollars (\$10.00) and other valuable consideration received from WBL SPE II, LLC, a Delaware limited liability company, whose address is 101 Hudson Street, 33rd Floor, Jersey City, NJ 07302, ("Assignee"), receipt of which Assignor acknowledges, effective as of May 8, 2017, (the "Effective Date") does hereby absolutely and unconditionally assign, transfer, deliver, and set over to Assignee, (collectively, this "Amended Assignment") all of the following (collectively, the "Loan Documents"), without recourse or warranty, except as expressly provided below:

A. **Business Promissory Note and Security Agreement.** That certain Business Promissory Note and Security Agreement dated November 10, 2015, made by Bright's Creek Financial Services, LLC, a North Carolina limited liability company (the "Maker") to Assignor in the principal sum of \$400,000.00 (the "Note"), the original of which Note Assignor is simultaneously herewith endorsing and delivering to Assignee;

B. **Mortgage.** That certain Mortgage dated November 10, 2015 made by Omar Botero, a single man a/k/a Omar Botero, Jr. to Bank of Lake Mills, its successors and/or assigns recorded December 1, 2015, in OR Book 29870 Page 4986 of the Public Records of Miami-Dade County, Florida (the "Mortgage") which Mortgage was assigned by Bank of Lake Mills to World Business Lenders, LLC on April 5, 2016, recorded May 4, 2016 in OR Book 30063 Page 1974 of the Public Records of Miami-Dade County, Florida, which was further assigned by World Business Lenders, LLC to WBL SPE II, LLC on May 8, 2017, recorded May 9, 2017 in OR Book 30527 Page 2384 of the Public Records of Miami-Dade County, Florida (the "Assignment"); and

C. **Other.** Any and all security agreements, financing statements, escrow deposits, reserve accounts, letters of credit, guaranties, indemnity agreements, estoppel certificates, certificates, affidavits nondisturbance agreements, title insurance policies, other insurance policies, and other documents, rights, titles, and interests securing, evidencing, or relating to Maker's obligations under, or delivered to Assignor in connection with, the Purchase Agreement and Mortgage or either of them, including without implied limitation all "Loan Documents" as defined in the Mortgage.

Assignor represents and warrants that Assignor owns the Loan Documents and all sums now or hereafter due thereunder, free and clear of all liens, security interests, encumbrances and other claims of third-parties.

[signatures on following page]

30583236 v1

2

Amended Assignment of Mortgage and other Loan Documents
from World Business Lenders, LLC to WBL SPE, LLC

IN WITNESS WHEREOF, Assignor has caused this Amended Assignment to be executed as of the
Effective Date.

WITNESS:

ASSIGNOR:
WORLD BUSINESS LENDERS, LLC

Shannon J. Flood
Print name: Shannon J. Flood

By: [Signature]
Print name: Alex Nadler
As its: Vice President

[Signature]
Print name: Yasemin Karamete

STATE OF New Jersey
COUNTY OF Hudson

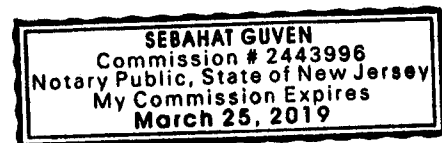
The foregoing instrument was acknowledged before me this 2nd day of October, 2017, by
Alex Nadler, as Vice President of World Business Lenders, LLC. I have
confirmed the signer's identity in the following manner:

☒ I personally know the signer; or
☐ The signer provided _____
as identification.

NOTARY PUBLIC

Signature: [Signature]
Print Name: Sebahat Guven
My Commission Expires: March 25, 2019

[SEAL]



This document was prepared by:
World Business Lenders, LLC
101 Hudson Street, 33rd Floor
Jersey City , NJ 07302

Return To:
LIEN SOLUTIONS
PO BOX 29071
GLENDALE , CA 91209-9071
Phone #: 800-833-5778

ASSIGNMENT OF MORTGAGE



For Value Received, the undersigned holder of a Mortgage (herein "Assignor") whose address is **101 Hudson Street, 33rd Floor, Jersey City, NJ, 07302** , does hereby grant, sell, assign, transfer and convey, unto **WBL SPO I, LLC** , a corporation organized and existing under the laws of **Delaware** (herein "Assignee"), whose address is **101 Hudson Street, 33rd Floor, Jersey City, NJ, 07302** , a certain Mortgage dated **10/05/2015** , made and executed by **Omar Botero** , to and in favor of **World Business Lenders, LLC** upon the following described property situated in **Miami-Dade (formerly Dade) County** , State of Florida:


Such Mortgage having been given to secure payment of **Four Hundred Thousand dollars and Zero cents (\$400,000.00)** which Mortgage is of record in: **Book: 29870 Page: 4986 Instrument No: 20150757950**, of the **DADE CLERK OF THE CIRCUIT COURT** Records of **Miami-Dade (formerly Dade) County**, State of Florida, together with the note(s) and obligations therein described and the money due and to become due thereon with interest, and all rights accrued or to accrue under such Mortgage.

Description/Additional information: Mortgage Assignment
Originally Recorded on: 12/01/2015

TO HAVE AND TO HOLD the same unto Assignee, its successor and assigns, forever, subject only to the terms and conditions of the above-described Mortgage.

IN WITNESS WHEREOF, the undersigned Assignor has executed this Assignment of Mortgage on

WBL SPE II, LLC
(Assignor)


By: **Thomas Wills**
Its: **Managing Director**
101 Hudson Street, 33rd Floor, Jersey City, NJ, 07302

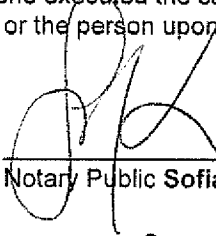

Witness **Karen Wang**


Witness **Eric Williams**

STATE OF NEW JERSEY, HUDSON COUNTY

On AUGUST 6, 2019 before me, the undersigned, a notary public in and for said state, personally appeared **Thomas Wills, Managing Director of WBL SPE II, LLC** personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

SOFIA KRISTO
NOTARY PUBLIC OF NEW JERSEY
My Commission Expires 11/1/2023



Notary Public Sofia Kristo

Commission Expires: 11/1/2023

18505

Exhibit A

Legal Description

ALL THAT CERTAIN lot or piece of ground situate in the County of Miami-Dade, State of Florida
Lot 1 and the Southwesterly 15 feet of Lot 2 and the Northeasterly 20 feet of Lot 2, in Block 11,
of NATOMA MANORS SUBDIVISION according to the Plat thereof as recorded in Plat Book 29 at
Page 25 of the Public Records of Dade County Florida
Commonly Known as: 3333 Halisses Street, Miami, FL 33133

**IN THE CIRCUIT COURT OF THE
ELEVENTH JUDICIAL CIRCUIT, IN AND
FOR MIAMI-DADE COUNTY, FLORIDA**

**WBL SPE II, LLC,
a Delaware limited liability company,**

CASE NO:

Plaintiff,

v.

**BRIGHT'S CREEK FINANCIAL
SERVICES, LLC, a North Carolina limited
liability company; OMAR BOTERO-
PARAMO a/k/a OMAR BOTERO a/k/a
OMAR BOTERO, JR., individually;
UNKNOWN SPOUSE OF OMAR
BOTERO-PARAMO a/k/a OMAR
BOTERO a/k/a OMAR BOTERO, JR.;
GIORDANO A. PASQUALE a/k/a
PASQUALE A. GIORDANO, individually;
ALIANZA TRINITY HOLDINGS, LLC, a
Florida limited liability company;
ALIANZA TRINITY DEVELOPMENT
GROUP, LLC, a Florida limited liability
company; BRIGHT'S CREEK GOLF
CLUB, LLC, a North Carolina limited
liability company; MARYANNE
ROSENBAUM, individually; MARISA
INFANTE, individually; and UNKNOWN
TENANTS in possession,**

Defendants.

NOTICE OF LIS PENDENS

**TO: THE ABOVE NAMED DEFENDANTS AND
ALL OTHERS WHOM IT MAY CONCERN:**

YOU ARE NOTIFIED OF THE FOLLOWING:

**A) The Plaintiff has instituted this action against Defendants, BRIGHT'S CREEK
FINANCIAL SERVICES, LLC, a North Carolina limited liability company; OMAR BOTERO-
PARAMO a/k/a OMAR BOTERO a/k/a OMAR BOTERO, JR.; UNKNOWN SPOUSE OF**

OMAR BOTERO-PARAMO a/k/a OMAR BOTERO a/k/a OMAR BOTERO, JR.;
GIORDANO A. PASQUALE a/k/a PASQUALE A. GIORDANO; ALIANZA TRINITY
HOLDINGS, LLC, a Florida limited liability company; ALIANZA TRINITY DEVELOPMENT
GROUP, LLC, a Florida limited liability company; BRIGHT'S CREEK GOLF CLUB, LLC, a
North Carolina limited liability; MARYANNE ROSENBAUM, an individual; MARISA
INFANTE, an individual; and UNKNOWN TENANTS IN POSSESSION;

B) The Plaintiff in this action is WBL SPE II, LLC, a Delaware limited liability company.

C) The case number of this action is shown in the caption.

D) The real and personal property that is the subject matter of this action is in Miami-Dade County, Florida, and more particularly described as follows:

Real Property

ALL THAT CERTAIN lot or piece of ground situate in the County of Miami-Dade, State of Florida.

Lot 1 and the Southwesterly 15 feet of Lot 2 and the Northeasterly 60 feet of Lot 2, in Block 11, of NATOMA MANORS SUBDIVISION, according to the Plat thereof, as recorded in Plat Book 39, at Page 25, of the Public Records of Dade County, Florida.

Commonly known as: 3333 Halissee Street, Miami, FL 33133-2503

Parcel No. 01-4114-010-0840.

E) The relief sought by the Plaintiff is to foreclosure on that Certain Mortgage recorded on December 1, 2015 in OR Book 29870 Page 4986, of the Public Records of Miami-Dade County, Florida, (the "Mortgage"); Assignment of Mortgage recorded on May 4, 2016 in OR Book 30063 Page 1974, of the Public Records of Miami-Dade County, Florida which was then assigned to WBL SPE II, LLC by Assignment of Mortgage recorded on May 9, 2017 in OR Book 30527, Page 2384 Public Records of Miami-Dade County, Florida, which was amended by

that certain Amended Assignment of Mortgage, Business Promissory Note and Security Agreement and Other Loan Documents recorded on October 17, 2017 in OR Book 30720 Page 4369 Public Records of Miami-Dade County, Florida (the "Assignment").

Plaintiff also seeks to foreclose the security interest in the Rents as set forth in the Mortgage.

DATED on this 17th day of November, 2017.

/s/ Correy B. Karbiener

Jonathan M. Sykes, Esq.

Florida Bar Number: 73176

Primary Email: jsykes@burr.com

Secondary Email: lloving@burr.com;

ccrumrine@burr.com

Correy Beth Karbiener, Esq.

Florida Bar Number: 125413

Primary Email: ckarbiener@burr.com

Secondary Email: dmartini@burr.com

BURR & FORMAN LLP

200 S. Orange Avenue, Suite 800

Orlando, FL 32801

Telephone: (407) 540-6600

Facsimile: (407) 540-6601

ATTORNEYS FOR PLAINTIFF

CFN 2010R0764892 OR BK 27486 Pgs 0150 - 151 (2pgs)
RECORDED 11/09/2010 14:48:09
HARVEY RUVIN, CLERK OF COURT, MIAMI-DADE COUNTY, FLORIDA

IN THE CIRCUIT COURT OF THE 11TH
JUDICIAL CIRCUIT IN AND FOR MIAMI-
DADE COUNTY, FLORIDA

GENERAL JURISDICTION DIVISION
(COMPLEX BUSINESS LITIGATION)

CASE NO. 07-29723 CA 40

MARISA INFANTE,

Plaintiff,

v.

VANTAGE PLUS CORP.; VANTAGE HOTEL
EQUITY FUND I, LLC; AL DELANEY;
OMAR BOTERO; CAMNER, LIPSITZ &
POLLER, P.A.; and NEALE POLLER,

Defendants.

**JUDGMENT FOR APPELLATE
ATTORNEY'S FEES AND COSTS**

This cause came before the Court on Plaintiff's Motion for Entry of Appellate Attorney's Fees and Costs, and the Court having heard arguments of counsel and being fully advised in the premises, the Court finds as follows:

1. The Third District Court of Appeal in Case No. 3D08-1960 issued the attached order that this Court fix attorney's fees and costs on appeal for Plaintiff Marisa Infante. The appellate order arises in connection with the Plaintiff's successful appeal related to her final judgment in this action based on civil theft under §772.11, Fla. Stat. (2006), committed by Defendants Vantage Plus Corp.; Vantage Hotel Equity Fund I, LLC; Al Delaney, Jr.; and Omar Botero. By defaulting, as a matter of law these defendants admitted the well-pled allegations of the two civil-theft causes of action. *Becerra v. Equity Imports, Inc.*, 561 So. 2d 486 (Fla. 3d DCA 1989).

A TRUE COPY
CERTIFICATION ON LAST PAGE
HARVEY RUVIN, CLERK

BOOK 27486 PAGE 0151
LAST PAGE
CASE NO. 07-29723 CA 40

2. The Plaintiff and these four Defendants have stipulated that the award of attorney's fees should be fixed in the amount of \$75,000.00 and that the award of costs on appeal should be fixed at \$1,054.05.

NOW, THEREFORE, IT IS ORDERED AND ADJUDGED as follows:

That Plaintiff **Marisa Infante**, whose address is 1425 Brickell Avenue, Unit 64D, Miami, Florida 33131, recover from Defendants **Vantage Plus Corp., Vantage Hotel Equity Fund I, LLC** (each of whose last known address is 777 Brickell Avenue, Suite 1270, Miami, Florida 33131). Defendant **Al Delaney a/k/a Albert F. Delaney, Jr.**, whose social security number is *****4089, and whose last known address is 2551 Trapp Avenue, Miami, Florida 33131, and Defendant **Omar Botero**, whose address is 3333 Halissee Street, Miami, Florida 33133, jointly and severally, \$75,000.00 for appellate attorney's fees and \$1,054.05 for costs on appeal, for a total sum of **\$76,054.05**, that shall bear interest from the date hereof at the current legal rate of 6% per annum (and as the rate may change from year to year), for which let execution issue.

DONE AND ORDERED at Miami, Miami-Dade County, Florida on this 17th day of October, 2010.

David S. Freeman
Circuit Judge
David S. Freeman

Conformed copy mailed by court to:

STATE OF FLORIDA, COUNTY OF DADE
Warren P. Gammill, Esq.
Richard L. Lapidus, Esq.
Alette D. Rodz, Esq.
I HEREBY CERTIFY that the foregoing is a true and correct copy of the original on file in this office. NOV 9 AD 20 10
HARVEY RUVIN, Clerk of Circuit and County Courts
Deputy Clerk *[Signature]*



2
CRDR
+ R

IN THE CIRCUIT COURT OF THE
11TH JUDICIAL CIRCUIT IN AND
FOR MIAMI-DADE COUNTY, FLORIDA

GENERAL JURISDICTION DIVISION
CASE NO: 07-23717 CA 22

FLORIDA ELITE TITLE, a Florida corporation,

Plaintiff,

v.

VANTAGE PLUS CORP., a Florida corporation,
DIRECT LENDING PARTNERS, a Florida corporation,
PHIL MORAN, an individual,
OMAR BOTERO, an individual, and
FERNANDO CAPELLA, an individual,

Defendants,

ORDER ON MOTION FOR SUMMARY JUDGMENT

THIS CAUSE having come on to be heard on January 6, 2009, on Plaintiff's, Florida Elite Title ("Florida Elite"), Motion for Summary Judgment and the Court having reviewed the Court's file and being otherwise duly advised in the premises, it is hereupon

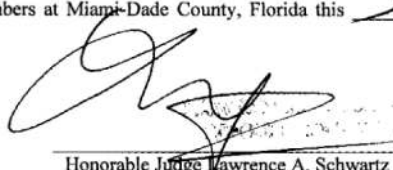
ORDERED AND ADJUDGED that

1. Plaintiff's Motion for Summary Judgment is **GRANTED**.
2. There are no genuine issues of material fact as to Count I for Breach of Contract and Count II for Breach of Guarantee
3. Plaintiff, Florida Elite Title, with its current address of 8053 NW 155th Street, Miami Lakes, Florida 33016 is entitled to recover from Defendants, Vantage Plus Corp. and Omar Botero, jointly and severally under the Promissory Note, contractual interest in the amount of \$78,132.48 accrued on the principal amount of \$500,000.00 to the date of the hearing on the motion for summary judgment,

payment of costs in the amount of \$1,478.09, for a total amount of \$79,610.57 to bear interest at the applicable interest legal rate, for which let execution issue.

4. This order replaces the previously filed Agreed Order on Motion for Summary Judgment, which was inadvertently titled as an agreed order, which it was not as it was granted as a result of the contested hearing amongst the parties.
5. The Court reserves ruling and jurisdiction as to any party's entitlement for attorneys' fees.

DONE AND ORDERED in Chambers at Miami-Dade County, Florida this 3
March
day of February, 2009.



Honorable Judge Lawrence A. Schwartz
Circuit Court Judge

Copies furnished to:
Omar Ortega, Esq.
Lilliana Real, Esq.

CFN 20160122324 OR BK 29978 Pgs 4677-4681 SP35
 RECORDED 02/28/2016 11:18:17
 HARVEY RUVIN, CLERK OF COURT, MIAMI-DADE COUNTY, FLORIDA

JUDY LHR

INSTR # 106471277
 OR BK 46061 Pages 1747 - 1751
 RECORDED 03/18/09 10:49:49
 BROWARD COUNTY COMMISSION
 DEPUTY CLERK 2090
 #5, 5 Pages

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

CASE NO. 07-014256(12)

MARYANNE ROSENBAUM,

Plaintiff,

v.

OMAR BOTERO, individually,
 AL DELANEY, individually,
 VANTAGE PLUS CORP., a
 Florida corporation, and VANTAGE
 CIRCA 39, LLC, a Florida limited
 liability company.

Defendants.

RECEIVED - 4 PM 9:20
 CIRCUIT CIVIL-2

CONSENT FINAL JUDGMENT

THIS CAUSE having come before the Court and the Court having reviewed the file, having noted that Defendants, Omar Botero, Al Delaney, Vantage Plus Corp., and Vantage Circa 39, LLC (collectively, "Defendants"), have failed to comply with the payment obligation agreed upon in the Settlement Agreement and Releases executed by the parties on February 26, 2008, and as set forth in the Affidavit of Rosenbaum attached hereto and incorporated herein and that the parties to that Agreement agreed that if any required payment was not timely made and an affidavit by Rosenbaum is submitted to the Court that they consent to this Consent Final Judgment, without hearing as reflected on the consent on page 2 of this judgment, and being otherwise fully advised in the premises, it is

ORDERED AND ADJUDGED AS FOLLOWS:

1. Due and legal service of process has been had on the Defendants; this Court has jurisdiction of the parties in this cause and its subject matter; the allegations contained in the Complaint have been proved by consent of the Defendants and the equities in this cause are with

MIADOCS 2611536 I

5

Feb. 28, 2008 11:16AM Page

No. 3531 P. 5

Plaintiff, Maryanne Rosenbaum (the "Plaintiff").

2. Plaintiff is due the sums set forth in the affidavit attached as Exhibit "1" in the sum of \$171,177.62

jointly and severally, from Omar Botero, Al Delaney, Vantage Plus Corp., and Vantage Circa 39, LLC, that shall bear interest at the rate of 18% per year, for which let execution issue.

3. The last known addresses of the Defendants, together with taxpayer identification numbers, are as follows:

Defendants: Omar Botero	Al Delaney
3333 Hallissee Ave.	2551 Trapp Avenue
Coconut Grove, FL 33131	Coconut Grove, FL 33133
SSN: _____	SSN: _____
Vantage Plus Corp.	Vantage Circa 39, LLC
777 Brickell Avenue #1270	777 Brickell Avenue #1270
Miami, FL 33131	Miami, FL 33131
Taxpayer ID: _____	Taxpayer ID: _____

DONE AND ORDERED at Fort Lauderdale, Broward County, Florida, this 3rd day of

Feb. 2008.

[Signature]
Hon. Linda R. Pratt
Circuit Court Judge

THE PARTIES CONSENT TO THE ENTRY OF THIS CONSENT JUDGMENT:

VANTAGE CIRCA 39, LLC

BY: VANTAGE PLUS CORP.,
its Manager

By: *[Signature]*
Omar Botero, its CEO

MIA00CS 2611536 I

VANTAGE PLUS CORP.

By: *[Signature]*
Omar Botero, its CEO

STATE OF FLORIDA
BROWARD COUNTY

I DO HEREBY CERTIFY the within and foregoing is a true and correct copy of the original as it appears on record and file in the office of the Circuit Court Clerk of Broward County, Florida.

WITNESS my hand and Official Seal at Fort Lauderdale Florida, this the _____ day of _____

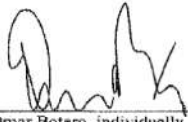
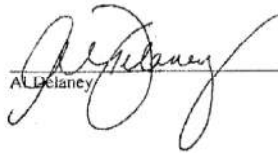
FEB 25 2008

Deputy Clerk



Feb. 28. 2008 11:17AM entage

No. 3531 P. 6


Omar Botero, individually
AL Delaney

Copies furnished to:

Alan J. Braverman, Esq.
Christopher Pruskeski, Esq.The NAME AND address of Judgement Creditor
is:Maryann Rosenbaum
1460 S. Ocean Blvd., Unit 801
Lauderdale By The Sea, FL 33062

MIADOCs 28115361

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

MARYANNE ROSENBAUM,

CASE NO. 07-014256 (12)

Plaintiff,

v.

OMAR BOTERO, individually,
AL DELANEY, individually,
VANTAGE PLUS CORP.,
a Florida corporation; and
VANTAGE CIRCA 39, LLC, a
Florida limited liability company,

Defendants.

MARYANN ROSENBAUM'S AFFIDAVIT OF DEFAULT

STATE OF FLORIDA)
COUNTY OF BROWARD)

BEFORE ME, the undersigned authority, personally appeared MARYANN ROSENBAUM, who, being duly sworn, deposes and says:

1. I, Maryann Rosenbaum, am the Plaintiff in a Complaint against Defendants, Omar Botero, Al Delaney, Vantage Plus Corp. and Vantage Circa 39, LLC in Broward County, Case No: 08-014256(12). ("Parties") Copies of the Settlement Agreement and Releases and the first and second amendments thereto and which are referred to below are attached to the Notice of Filing Settlement Agreements as Exhibits "A," "B" and "C."
2. The Parties entered into a Settlement Agreement and Releases dated February 25, 2008. The total sum due and owing at the time of the settlement agreement was \$351,124.81. **I received \$100,000 from Defendants as of April 22, 2008.**
3. The Parties entered into a the First Amendment to Settlement Agreement and Releases dated May 9, 2008. Pursuant to that amendment the payment schedule was modified: the fourth payment was to be made by May 21, 2008 and a final payment of \$229,448.70 was to be made on June 20, 2008, inclusive of interest. **I received a payment of \$25,000 on May 20, 2008.**
4. The Parties entered into a Second Amendment to Settlement Agreement and Releases dated July 29, 2008. The principle sum of \$229,448 was due and owing on June 20, 2008. **I received a payment**

EXHIBIT "I"

OR BK 29978 PG 4681
LAST PAGE

of \$25,000 on July 3, 2009, leaving a balance of \$204,448.70. Pursuant to that amendment the payment schedule was further modified: the balance of \$204,448.70 was to be paid in eight installments of \$25,000 on the 15th of each month, with the final payment of \$18,360 which included interest at 12% (This amendment also modified the interest rate from 18% to 12%) **I received payments of \$25,000 each on August 13, 2008 and September 18, 2008.** As of September 18, 2008 the balance due and owing was \$160,202.

5. I subsequently agreed to defer the monthly payments until December 15, 2008 at the 12% interest rate. The balance as of December 15, 2008 was \$164,994.89. (The interest at 12% equals \$4,792)

6. I have not received any payments since September 18, 2008 and the Defendants are in default.

7. The second amendment (Exhibit "C") provides that the interest rate shall revert to 18% in the event of a default.

8. **The current amount due and owing for principle and interest as of January 21, 2009 is \$167,917.89.** (\$164,994.89 plus interest between 12/15/08 and 01/21/09 in the sum of \$2,923.14) Both the first and second amendments provide that all other terms of the original settlement remain in full force and effect.

9. I have incurred attorney's fees in the sum of \$3,259.73 since March 24, 2008.

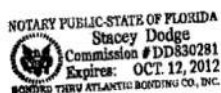
10. The total sum due and owing principle, interest and attorney's fees **171,177.62** as of January 21, 2009.

I swear that I have read the foregoing that it is true.

Maryann Rosenbaum
Maryann Rosenbaum

The foregoing instrument was acknowledged before me this 15th day of January, 2009, by MARYANNE ROSENBAUM, who is personally known to me or produced _____ driver's license..

Stacey Dodge
(Signature of Notary)
Stacey Dodge
(Name of Notary typed, printed or stamped)
NOTARY PUBLIC, State of Florida



CFN: 20170388051 BOOK 30604 PAGE 1289
DATE: 07/10/2017 08:17:45 AM
HARVEY RUVIN, CLERK OF COURT, MIA-DADE CT

IN THE CIRCUIT COURT OF THE
ELEVENTH JUDICIAL CIRCUIT, IN AND
FOR MIAMI-DADE COUNTY, FLORIDA

GENERAL JURISDICTION DIVISION

CASE NO: 17-7142-CA-01

KNIGHT CAPITAL FUNDING II, LLC,

Plaintiff,

v.

BRIGHTS CREEK GOLF CLUB LLC, a(n)
North Carolina limited liability company,
OMAR BOTERO, individually, and
PASQUALE GIORDANO, individually,

Defendant(s).

DEFAULT FINAL JUDGMENT FOR PLAINTIFF

The Court, after reviewing Plaintiff's Motion for Entry of Final Judgment, orders that:


1. Plaintiff's Motion for Entry of Final Judgment is granted.
2. Plaintiff, KNIGHT CAPITAL FUNDING II, LLC, located at 1691 Michigan Avenue, Suite 230, Miami Beach, FL 33139, shall recover from Defendants, BRIGHTS CREEK GOLF CLUB LLC, a(n) North Carolina limited liability company, OMAR BOTERO, and PASQUALE GIORDANO, the unpaid receivables in the outstanding amount of \$39,163.50, costs in the sum of \$580.04, for a subtotal of \$39,743.54 plus reasonable attorney's fees amount of which this court reserves jurisdiction to determine, that shall bear interest at the rate of 4.75% pursuant to Florida Statutes Section 55.03. For all of the above let execution issue.
3. It is further ordered and adjudged that the judgment debtor shall complete under oath Florida Rule of Civil Procedure Form 1.977 (Fact Information Sheet), including all required attachments, and serve it on the judgment creditor's attorney, or the judgment creditor if the

CFN: 20170388051 BOOK 30604 PAGE 1290

judgment creditor is not represented by an attorney, within 45 days from the date of this final judgment, unless the final judgment is satisfied or post-judgment discovery is stayed.

4. Jurisdiction of this case is retained to enter further orders that are proper to compel the judgment debtor to complete form 1.977, including all required attachments, and serve it on the judgment creditor's attorney, or the judgment creditor if the judgment creditor is not represented by an attorney.

DONE AND ORDERED in Chambers at Miami-Dade County, Florida, on 07/05/17.



LISA S. WALSH
CIRCUIT COURT JUDGE

FINAL ORDERS AS TO ALL PARTIES
SRS DISPOSITION NUMBER 12
THE COURT DISMISSES THIS CASE AGAINST
ANY PARTY NOT LISTED IN THIS FINAL ORDER
OR PREVIOUS ORDER(S). THIS CASE IS CLOSED
AS TO ALL PARTIES.
Judge's Initials LSW

The parties served with this Order are indicated in the accompanying 11th Circuit email confirmation which includes all emails provided by the submitter. The movant shall IMMEDIATELY serve a true and correct copy of this Order, by mail, facsimile, email or hand-delivery, to all parties/counsel of record for whom service is not indicated by the accompanying 11th Circuit confirmation, and file proof of service with the Clerk of Court.

Signed original order sent electronically to the Clerk of Courts for filing in the Court file.
Copies furnished to:

Phillip Yates, Esq.
In-house Counsel for Plaintiff
1691 Michigan Avenue, Suite 230
Miami Beach, FL 33139

BRIGHTS CREEK GOLF CLUB LLC
c/o Pasquale Giordano, as Registered Agent
218 SE 14th Street, Apt TS 202
Miami, FL 33131

CFN: 20170388051 BOOK 30604 PAGE 1291

OMAR BOTERO
3333 Halissee Street
Miami, FL 33133

PASQUALE GIORDANO
218 SE 14th Street Apt Ts 202
Miami, FL 33131

CFN 2018R0016603 OR BK 30822 Pgs 574-575 2Pgs
 RECORDED 01/09/2018 15:40:17
 HARVEY RUVIN, CLERK OF COURT, MIAMI-DADE COUNTY, FLORIDA

IN THE CIRCUIT COURT OF THE
 ELEVENTH JUDICIAL CIRCUIT IN AND FOR
 MIAMI-DADE COUNTY, FLORIDA

CIVIL DIVISION

CASE NO. 14-002803 CA 1

CARLTON FIELDS JORDEN BURT, P.A.
 formerly known as Carlton Fields, P.A.,

Plaintiff,

v.

CRYSTAL TOWER ON BRICKELL PLAZA,
 LLC, a Florida limited liability company, and
 OMAR BOTERO, an individual,

Defendants.

FILED FOR RECORD
 2018 JAN -2 AM 11:26
 CLERK OF COURT
 MIAMI-DADE COUNTY FLA.
 CIVIL DIVISION

AGREED FINAL JUDGMENT

This cause having come before the Court, and being advised of an agreement between all parties regarding the entry of this final judgment, it is hereby **ORDERED AND ADJUDGED**:

The Plaintiff, Carlton Fields Jorden Burt, P.A., whose address is 100 S.E. Second Street, Suite 4200, Miami, Florida 33131, shall recover from Defendants, Crystal Tower on Brickell Plaza, LLC, a Florida limited liability company, whose address is 999 Brickell Avenue, PH-1102, Miami, FL 33131, and Omar Botero, whose address is, 3333 Halissee Street, Coconut Grove, FL 33133, the principal sum of **\$219,072.19** on its claim for damages owed by Defendants, and prejudgment interest in the sum of **\$40,654.38** [4.75% x 1/1/14 to 12/4/17], which shall bear interest at the statutory rate per year, for which let execution issue forthwith.

Page 1 of 2

A TRUE COPY
 CERTIFICATION ON LAST PAGE
 HARVEY RUVIN, CLERK

Book30822/Page574 CFN#20180016603

Page 1 of 2

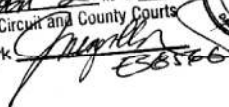
OR BK 30822 PG 575
LAST PAGE

Defendants, as judgment debtors, shall each complete under oath a Florida Rule of Civil Procedure Form 1.977 (Fact Information Sheet), including all required attachments, and serve it on the judgment creditor's attorney, Michael E. Strauch, Esq., Carlton Fields Jorden Burt, P.A., Miami Tower, 100 S.E. Second Street, Suite 4200, Miami, Florida 33131, Telephone: 305-530-0050, Facsimile: 305-530-0055, Email: mstrauch@carltonfields.com, within 45 days from the date of this final judgment, unless this final judgment is satisfied or post-judgment discovery is stayed.

The Court shall retain jurisdiction of this action to enforce this final judgment and enter such further orders and judgments as are proper, including without limitation orders to compel Defendants to complete the Form 1.977, with all required attachments, and serve it on Plaintiff's attorney.

DONE AND ORDERED in Chambers, in Miami-Dade County, Florida on this 9th day of December, 2017.


ERIC HENDON
CIRCUIT COURT JUDGE

STATE OF FLORIDA, COUNTY OF DADE
I HEREBY CERTIFY that the foregoing is a true and correct copy of the
original on file in this office. Jan 2 AD 20 18
HARVEY RUVIN, Clerk of Circuit and County Courts
Deputy Clerk  ESBS/66



ERIC HENDON
Circuit Court Judge



MIAMI-DADE COUNTY CLERK OF THE COURTS

HARVEY RUVIN

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CIVIL, FAMILY AND PROBATE COURTS ONLINE SYSTEM

[← BACK](#)

JPMORGAN CHASE BANK NATIONAL ASSOCIATION VS OMAR BOTERO, JR. ET AL

Local Case Number:	2018-015123-CA-01	Filing Date:	05/07/2018
State Case Number:	132018CA015123000001	Judicial Section:	CA05
Consolidated Case No.:	N/A	Case Type:	RPMF -Homestead (\$250,000 or more)
Case Status:	CLOSED		

Parties

Total Of Parties: 17

Party Description	Party Name	Attorney Information	Other Attorney(S)
Plaintiff	JPMORGAN CHASE BANK NATIONAL ASSOCIATION	B#: (Bar Number) 72876 N: (Attorney Name) Friedlander, Amanda, ESQ	B#: (Bar Number) 73176 N: (Attorney Name) Sykes, Jonathan M B#: (Bar Number) 116789 N: (Attorney Name) Fishman, Barry S
Defendant	Botero, Omar, Jr		
Defendant	Botero, Claudia Elena		
Defendant	Rosenbaum, Maryanne		
Defendant	Infante, Marisa		
Defendant	Carlton Fields Jorden Burt PA		
Defendant	WBL SPE II LLC	B#: (Bar Number) 125413 N: (Attorney Name) Karbiener, Correy B., ESQ	B#: (Bar Number) 51265 N: (Attorney Name) Nardella, Michael Anthony
Defendant	Florida Elite Title & Escrow LLC		
Defendant	United States of America		
Defendant	Knight Capital Funding II LLC	B#: (Bar Number) 83792 N: (Attorney Name) Barton, Amanda L	B#: (Bar Number) 106244 N: (Attorney Name) Yates, Phillip
Defendant AKA	Botero-Paramo, Omar		
Defendant AKA	Botero, Omar		
Defendant AKA	Garcia Botero, Claudia		
Defendant AKA	Botero, Claudia		
Defendant AKA	Florida Elite Title		
Defendant AKA	Rosenbaum, Maryann		
Defendant AKA	Carlton Fields, P.A.		











Hearing Details



















Total Of Hearings: 9


















Hearing Date	Hearing Time	Hearing Code	Description	Hearing Location
03/22/2021	9:00AM	SALE	Mortgage Foreclosure Sale	
03/17/2021	9:00AM	MOTCAL	Motion Calendar	
11/05/2020	9:30AM	MOTCAL	Motion Calendar	
08/25/2020	9:30AM	MOTCAL	Motion Calendar	
10/16/2019	9:00AM	MOTCAL	Motion Calendar	
09/04/2019	9:00AM	SALE	Mortgage Foreclosure Sale	
08/28/2019	9:00AM	MOTCAL	Motion Calendar	
07/31/2019	9:00AM	MOTCAL	Motion Calendar	
01/23/2019	9:15AM	5MIN	5 Minute Motion Calendar	DCC-Circuit Courtroom 14-2 73 West Flagler Street

















Dockets


















Total Of Dockets: 130























	Number	Date	Book/Page	Docket Entry	Event Type	Comments
		03/22/2021		Mortgage Foreclosure Sale	Hearing	
		03/17/2021		Motion Calendar	Hearing	MOTION TO CANCEL FORECLOSURE SALE
	119	03/15/2021		Mortgage Foreclosure Publication Fee	Event	03-22-21
	118	03/10/2021		Notice of Hearing-	Event	
	117	03/05/2021		Objection:	Event	TO MOTION TO CANCEL SALE
	116	03/02/2021		Motion to Cancel Sale	Event	
	115	02/22/2021		Notice of Sale	Event	03-22-21
	114	02/05/2021		Notice of Change of Firm Name	Event	
	113	01/18/2021		Notice of Change of Firm Name	Event	
	112	12/28/2020		Mortgage Foreclosure Publication Fee	Event	JANUARY 06, 2021
	111	12/24/2020		Notice of Service of Process	Event	
	110	12/21/2020		Order Cancelling Foreclosure Sale	Event	01--06-21 AND RESCHEDULE FOR 03-22-21
	109	12/17/2020		Receipt:	Event	RECEIPT#:2540393 AMT PAID:\$50.00 NAME:AMY WEAVER (ESQ) 2424 N FEDERAL HWY STE 360 BOCA RATON FL 33431-7780 COMMENT: ALLOCATION CODE QUANTITY UNIT AMOUNT 3117-REOPEN CASE FEE 1 \$50.00 \$50.00 TENDER TYPE:E-FILING ACH TENDER AMT:\$50.00 RECEIPT DATE:12/17/2020 REGISTER#:254 CASHIER:EFILINGUSER








	Number	Date	Book/Page	Docket Entry	Event Type	Comments
	108	12/16/2020		Motion to Cancel Sale	Event	
	107	12/09/2020		Notice of Sale	Event	01-06-21
	105	11/18/2020		Notice:	Event	OF SERVICE OF ORDER ON PLAINTIFF'S MOTION TO CANCEL FORECLOSURE SALE
	106	11/17/2020		Mortgage Foreclosure Publication Fee	Event	SALE OF 11/25/2020
	104	11/13/2020		Order Cancelling Foreclosure Sale	Event	SALE DATE: 11/25/2020 AND RESET SALE DATE TO 1/6/2021
	103	11/05/2020		Notice of Appearance	Event	Parties: Botero Omar Jr; Botero Claudia Elena; Botero-Paramo Omar; Botero Omar; Botero Claudia
		11/05/2020		Motion Calendar	Hearing	MOTION TO CANCEL FORECLOSURE SALE
	102	11/02/2020		Notice of Appearance	Event	Parties: Nardella Michael Anthony; WBL SPE II LLC
	101	10/26/2020		Notice of Sale	Event	11-25-20
	100	10/20/2020		Notice of Hearing-	Event	OF HEARING
	99	10/08/2020		Receipt:	Event	RECEIPT#:2740289 AMT PAID:\$50.00 NAME:AMY WEAVER (ESQ) 2424 N FEDERAL HWY STE 360 BOCA RATON FL 33431-7780 COMMENT: ALLOCATION CODE QUANTITY UNIT AMOUNT 3117-REOPEN CASE FEE 1 \$50.00 \$50.00 TENDER TYPE:E-FILING ACH TENDER AMT:\$50.00 RECEIPT DATE:10/08/2020 REGISTER#:274 CASHIER:EFILINGUSER
	98	10/07/2020		Motion to Cancel Sale	Event	
	97	08/27/2020		Order Resetting Foreclosure Sale	Event	SALE DATE: 11/25/2020
		08/25/2020		Motion Calendar	Hearing	WBL'S MOTION TO RESET FORECLOSURE SALE
	96	08/12/2020		Certificate of Service	Event	
	95	08/12/2020		Notice of Hearing-	Event	TUESDAY, AUGUST 25, 2020 AT 9:30 A.M.
	94	08/11/2020		Motion to Set/Reset Foreclosure Sale	Event	
	93	05/06/2020		Notice of Filing:	Event	ORDER DENYING DEBTORS MOTION TO EXTEND TIME TO FILE SCHEDULES
	92	04/15/2020		Motion to Withdraw	Event	
	91	04/15/2020		Order of Withdrawal as Attorney of Record	Event	FOR OMAR BOTERO, JR. AND CLAUDIA GARCIA BOTERO
	90	03/17/2020		Notice of Appearance	Event	Parties: Friedlander Amanda ESQ; JPMORGAN CHASE BANK NATIONAL ASSOCIATION

	Number	Date	Book/Page	Docket Entry	Event Type	Comments
	89	02/10/2020		Order Case Pending Bankruptcy Stay	Event	
	88	02/10/2020		Suggestion of Bankruptcy	Judgment	
	87	02/07/2020	31816:1537	Suggestion of Bankruptcy	Event	
	86	02/03/2020		Mortgage Foreclosure Publication Fee	Event	FEBRUARY 10, 2020
	85	01/14/2020		Notice of Sale	Event	02-10-20
	83	12/12/2019		Receipt:	Event	RECEIPT#:3530197 AMT PAID:\$50.00 NAME:SYKES, JONATHAN M 200 S ORANGE AVE STE 800 ORLANDO FL 32801-3410 COMMENT: ALLOCATION CODE QUANTITY UNIT AMOUNT 3117-REOPEN CASE FEE 1 \$50.00 \$50.00 TENDER TYPE:E-FILING ACH TENDER AMT:\$50.00 RECEIPT DATE:12/12/2019 REGISTER#:353 CASHIER:EFILINGUSER
	82	12/11/2019		Emergency Motion	Event	FOR REHEARING
	84	12/10/2019		Motion to Cancel Sale	Event	
	81	12/10/2019		Order Cancelling Foreclosure Sale	Event	SALE RESET 02/10/2020
	80	12/09/2019		Mortgage Foreclosure Publication Fee	Event	DECEMBER 16, 2019
	79	11/19/2019		Notice of Sale	Event	SALE FOR 12/16/2019
	78	10/18/2019		Notice of Service of Process	Event	
	77	10/16/2019		Notice of Appearance	Event	Parties: Marrero Julio C; Botero Omar Jr; Botero Omar
	76	10/16/2019		Order Resetting Foreclosure Sale	Event	SALE DATE: 12/16/2019
		10/16/2019		Motion Calendar	Hearing	PLAINTIFF'S MOTION TO RESCHEDULE SALE
	75	09/23/2019		Notice of Hearing-	Event	10/16/2019
	74	09/16/2019		Motion to Reset Sales Date	Event	
	73	09/10/2019		Clerk's Certificate	Event	
	72	09/09/2019		Order:	Event	VACATING ORDER RESETTING SALE
	71	09/05/2019		Order Resetting Foreclosure Sale	Event	RESET SALE TO 10/30/19
		09/04/2019		Mortgage Foreclosure Sale	Hearing	

	Number	Date	Book/Page	Docket Entry	Event Type	Comments
	70	08/28/2019		Order Cancelling Foreclosure Sale	Event	9/4/19
		08/28/2019		Motion Calendar	Hearing	PLAINTIFF'S MOTION TO CANCEL SALE
	69	08/27/2019		Mortgage Foreclosure Publication Fee	Event	SALE FOR 09/04/2019
	68	08/20/2019		Notice of Hearing-	Event	08/28/2019
	67	08/15/2019		Motion to Cancel Sale	Event	
	66	08/07/2019		Notice of Sale	Event	SALE FOR 09/04/2019
	65	08/05/2019		Mortgage Collection Fee	Event	AUCTION/SALE FEES
	64	08/05/2019		Receipt:	Event	RECEIPT#:2080003 AMT PAID:\$140.00 NAME:SHAPIRO FISHMAN AND GACHE LLP COMMENT: ALLOCATION CODE QUANTITY UNIT AMOUNT 3214-FORCL POST-SALE FE 1 \$70.00 \$70.00 3215-JUD ELECTRONIC SAL 1 \$70.00 \$70.00 TENDER TYPE:CHECK TENDER AMT:\$140.00 RECEIPT DATE:08/05/2019 REGISTER#:208 CASHIER:ADROVM
	63	07/31/2019		Notice of Filing:	Event	ORIGINAL NOTE & MORTGAGE
	62	07/31/2019	31552:1696	Final Judgment by Judge	Event	Parties: Botero Omar Jr; Botero Claudia Elena; Rosenbaum Maryanne; Infante Marisa; Carlton Fields Jordan Burt PA; WBL SPE II LLC; Florida Elite Title & Escrow LLC; United States of America; Knight Capital Funding II LLC; Botero-Paramo Omar; Botero Omar; Garcia Botero Claudia; Botero Claudia; Florida Elite Title; Rosenbaum Maryann; Carlton Fields P.A.
	61	07/31/2019		Final Judgment by Judge	Judgment	
		07/31/2019		Motion Calendar	Hearing	PLAINTIFF'S MOTION FOR FINAL SUMMARY JUDGMENT
	60	05/20/2019		Notice of Hearing-	Event	7/31/2019
	59	05/09/2019		Notice of Filing:	Event	CERTIFICATE OF SERVICE
	58	05/08/2019		Notice of Filing:	Event	TRUE/CORRECT COPY OF THE ORIG NOTE
	57	05/08/2019		Affidavit of Indebtedness	Event	
	56	05/08/2019		Motion for Summary Judgment	Event	
	55	04/24/2019		Order of Default	Event	Parties: Rosenbaum Maryanne; Infante Marisa; Florida Elite Title & Escrow LLC; Florida Elite Title; Rosenbaum Maryann
	54	04/11/2019		Motion for Default	Event	
	53	04/08/2019		Default	Event	Parties: Carlton Fields Jordan Burt PA; United States of America
	52	04/01/2019		Motion for Default	Event	

	Number	Date	Book/Page	Docket Entry	Event Type	Comments
	51	03/28/2019		Non-Military Affidavit	Event	
	50	03/06/2019		Notice:	Event	OF WITHDRAWAL OF PLT'S MOTION FOR EXTENTION TIME
	49	02/28/2019		Service Returned	Event	
	48	02/27/2019		Motion for Extension of Time	Event	Parties: JPMORGAN CHASE BANK NATIONAL ASSOCIATION
	47	02/20/2019		Answer	Event	Parties: Knight Capital Funding II LLC
	46	02/15/2019		Notice of Appearance	Event	Parties: WBL SPE II LLC; Karbiener Correy B. ESQ
	45	02/08/2019		Answer to Amended Complaint	Event	Parties: WBL SPE II LLC; Karbiener Correy B. ESQ
	44	02/07/2019		Notice To Change Attorney Of Record Within Firm	Event	Parties: JPMORGAN CHASE BANK NATIONAL ASSOCIATION
		02/06/2019		20 Day Summons Issued	Service	
	43	02/06/2019		ESummons 20 Day Issued	Event	Parties: Knight Capital Funding II LLC
	42	02/06/2019		Receipt:	Event	RECEIPT#:3460129 AMT PAID:\$10.00 NAME:FISHMAN, BARRY S 2424 N FEDERAL HWY STE 360 BOCA RATON FL 33431-7781 COMMENT: ALLOCATION CODE QUANTITY UNIT AMOUNT 3139- SUMMONS ISSUE FEE 1 \$10.00 \$10.00 TENDER TYPE:E-FILING ACH TENDER AMT:\$10.00 RECEIPT DATE:02/06/2019 REGISTER#:346 CASHIER:EFILINGUSER
	41	01/31/2019		Amended Complaint	Event	
	40	01/31/2019		(M) 20 Day (C) Summons (Sub) Received	Event	
	39	01/31/2019		Certificate of Service	Event	
	38	01/23/2019		Order:	Event	ON GRANTING PLTF'S MOTION TO AMEND COMPLAINT
		01/23/2019		5 Minute Motion Calendar	Hearing	PLF'S MOTION TO AMEND COMPLAINT
	37	01/10/2019		Notice of Hearing-	Event	01/23/19
	36	11/26/2018		Mot to File Amended Complaint	Event	
	35	09/04/2018		Proof of Publication	Event	
	34	08/28/2018		Motion for Extension of Time	Event	

	Number	Date	Book/Page	Docket Entry	Event Type	Comments
	32	08/22/2018		Affidavit of Diligent Search	Event	
	31	08/22/2018		Affidavit of Diligent Search	Event	
		08/21/2018		Notice of Action Issued	Service	
	30	08/21/2018		Notice of Action - Publication	Event	MAILOUTS 2 Parties: Infante Marisa
	33	08/20/2018		Answer	Event	Parties: WBL SPE II LLC
	29	08/03/2018		Notice:	Event	OF ACTION FORECLOSURE PROCEEDINGS PROPERTY
	28	08/03/2018		Affidavit of Diligent Search	Event	
	27	08/03/2018		Affidavit of Diligent Search	Event	
	26	07/20/2018		Service Returned	Event	
	25	07/16/2018		Service Return for Unknown Party	Event	
	24	07/16/2018		Service Returned	Event	
	23	07/16/2018		Service Returned	Event	
	22	07/16/2018		Service Returned	Event	
	21	07/16/2018		Service Returned	Event	
	20	07/16/2018		Service Return for Unknown Party	Event	
	19	07/16/2018		Service Returned	Event	
	18	07/16/2018		Service Returned	Event	
	17	07/16/2018		Service Returned	Event	
	16	07/16/2018		Summons Returned - No Service	Event	
	15	07/16/2018		Service Returned	Event	
	13	06/08/2018		Answer	Event	Parties: Botero Claudia Elena
	12	06/08/2018		Answer	Event	Parties: Botero Omar Jr
	14	06/04/2018		Answer	Event	Parties: Knight Capital Funding II LLC

	Number	Date	Book/Page	Docket Entry	Event Type	Comments
	11	05/15/2018		Receipt:	Event	RECEIPT#:2900064 AMT PAID:\$110.00 COMMENT: ALLOCATION CODE QUANTITY UNIT AMOUNT 3139-SUMMONS ISSUE FEE 11 \$10.00 \$110.00 TENDER TYPE:CHECK TENDER AMT:\$110.00 RECEIPT DATE:05/15/2018 REGISTER#:290 CASHIER:MARIAGU
		05/14/2018		20 Day Summons Issued	Service	
	10	05/14/2018		20 Day Summons Issued	Event	Parties: Botero Omar Jr; Botero Claudia Elena; Rosenbaum Maryanne; Infante Marisa; Carlton Fields Jordan Burt PA; WBL SPE II LLC; Florida Elite Title & Escrow LLC; United States of America; Knight Capital Funding II LLC
	9	05/12/2018		Receipt:	Event	RECEIPT#:3440111 AMT PAID:\$1,926.00 NAME:FISHMAN, BARRY S 2424 N FEDERAL HWY STE 360 BOCA RATON FL 33431-7781 COMMENT: ALLOCATION CODE QUANTITY UNIT AMOUNT 3201-FORECLOSURE FILING 1 \$1,906.00 \$1,906.00 3102-MULTIPLE DEFENDANT 1 \$15.00 \$15.00 3142-RECORDING FEE 1 \$5.00 \$5.00 TENDER TYPE:E-FILING ACH TENDER AMT:\$1,926.00 RECEIPT DATE:05/12/2018 REGISTER#:344 CASHIER:EFILINGUSER
	8	05/07/2018	30980:824	Lis Pendens	Event	
	7	05/07/2018		Notice:	Event	PREVIOUS CASE
	6	05/07/2018		Notice of Filing:	Event	
	5	05/07/2018		Letter of Correspondence	Event	
	4	05/07/2018		Civil Cover	Event	
	2	05/07/2018		Complaint	Event	
	1	05/07/2018		Civil Cover	Event	

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WBL SPE II LLC VS BRIGHT'S CREEK FINANCIAL SERVICES LLC ET AL

Local Case Number: 2017-026695-CA-01**Filing Date:** 11/17/2017**State Case Number:** 132017CA026695000001**Judicial Section:** CA22**Consolidated Case No.:** N/A**Case Type:** RPMF -Homestead (\$250,000 or more)**Case Status:** OPEN

Parties

Total Of Parties: 12

Party Description	Party Name	Attorney Information	Other Attorney(S)
Plaintiff	WBL SPE II LLC	B#: (Bar Number)125413 N: (Attorney Name)Karbiener, Correy B., ESQ	B#: (Bar Number)112141 N: (Attorney Name)Reynolds, Lauren M
Defendant	Bright's Creek Financial Services LLC	B#: (Bar Number)27623 N: (Attorney Name)Cohen, Danielle Alicia	
Defendant	Botero-Paramo, Omar	B#: (Bar Number)27623 N: (Attorney Name)Cohen, Danielle Alicia	
Defendant	Pasquale, Giordano A	B#: (Bar Number)27623 N: (Attorney Name)Cohen, Danielle Alicia	
Defendant	Alianza Trinity Holdings LLC		
Defendant	Alianza Trinity Development Group LLC	B#: (Bar Number)27623 N: (Attorney Name)Cohen, Danielle Alicia	
Defendant	Bright's Creek Golf Club LLC	B#: (Bar Number)27623 N: (Attorney Name)Cohen, Danielle Alicia	
Defendant	Rosenbaum, Maryanne		
Defendant	Infante, Marisa	B#: (Bar Number)151221 N: (Attorney Name)Warren Price Gammill	
Defendant AKA	Botero, Omar		
Defendant AKA	Botero, Omar, Jr		
Defendant AKA	Giordano, Pasquale A		

Hearing Details

Total Of Hearings: 4

Hearing Date	Hearing Time	Hearing Code	Description	Hearing Location
11/12/2020	9:05AM	MOTCAL	Motion Calendar	
11/09/2020	9:00AM	FWOP	FWOP	DCC-Circuit Courtroom 4-1 73 West Flagler Street
10/14/2020	9:15AM	MOTCAL	Motion Calendar	

10/16/2018

9:00AM

















5MIN






















5 Minute Motion Calendar



















DCC-Circuit Courtroom 4-4 73 West Flagler Street









Dockets














Total Of Dockets: 90

	Number	Date	Book/Page	Docket Entry	Event Type	Comments
	79	01/11/2021		Notice:	Event	OF CHANGE OF FIRM AND DESIGNATION OF EMAIL ADDRESSES
		11/12/2020		Motion Calendar	Hearing	CASE MANAGEMENT CONFERENCE PER COURT ORDER DATED OCTOBER 14, 2020
		11/09/2020		FWOP	Hearing	
	78	10/21/2020		Order Granting Showing of Good Cause (FWOP Calendar)	Event	
	77	10/20/2020		Notice of Hearing-	Event	11/12/2020
	76	10/14/2020		Order:	Event	DENYING MOTION TO STAY
		10/14/2020		Motion Calendar	Hearing	PLAINTIFF'S MOTION TO STAY CASE PENDING FORECLOSURE SALE IN RELATED MATTER
	75	10/06/2020		Notice of Confidential Information Within Court Filing	Event	
	74	10/06/2020		Response to Motion	Event	DEFENDANT'S RESPONSE TO MOTION FOR SANCTIONS, ETC.
	73	10/02/2020		Notice of Hearing-	Event	10/14/2020 AT 9:15 AM
	72	09/25/2020		Notice of Hearing-	Event	10/06/2020 AT 9:35AM
	71	09/25/2020		Motion to Stay	Event	
	70	09/23/2020		Motion for Sanctions	Event	
	69	08/22/2019		Notice Of Voluntary Dismissal Of Unknown Parties	Event	
	68	03/27/2019		Certificate of Service	Event	
	67	03/27/2019		Summary Final Judgment	Judgment	
	66	03/27/2019	31382:3057	Summary Final Judgment	Event	Parties: Infante Marisa
	65	02/15/2019		Notice of Appearance	Event	Parties: WBL SPE II LLC; Karbiener Correy B. ESQ
	64	02/06/2019		Notice:	Event	OF CHANGE OF COUNSEL WITHIN FIRM EMAIL

	Number	Date	Book/Page	Docket Entry	Event Type	Comments
	63	02/05/2019		Notice of Hrg Special Appt	Event	03/18/2019
	62	01/22/2019		Motion for Summary Judgment	Event	
		10/16/2018		5 Minute Motion Calendar	Hearing	
	61	10/15/2018		Notice:	Event	OF WITHDRAWAL OF MOTION TO COMPEL
	60	10/15/2018		Notice of Cancellation of Hearing	Event	
	59	10/03/2018		Notice:	Event	10/16/18
	58	09/18/2018		Motion to Compel	Event	
	57	08/21/2018		Order:	Event	GRANTING MOTION TO WITHDRAW
	56	08/20/2018		Cancellation Notice	Event	FILING # 76150987 REJECTED PER JUDGE. CALENDAR CANCELLED.
	55	08/14/2018		Notice of Cancellation of Hearing	Event	
	54	08/08/2018		Notice of Hearing-	Event	08/15/2018
	53	08/08/2018		Motion for Extension of Time	Event	
	52	07/25/2018		Motion to Withdraw	Event	
	51	07/13/2018		Request for Admissions	Event	
	50	07/13/2018		Notice of Service of Process	Event	OF PLAINTIFF'S INTERROG. TO OMAR BOTERO
	49	05/03/2018		Answer	Event	Parties: Infante Marisa
	48	04/26/2018		Notice:	Event	OF SERVICE OF RESPONSE AND OBJECTIONS TO DEFTS' FIRST SET OF INTERROGATORIES TO PLT
	47	03/26/2018		Notice of Interrogatory	Event	
	46	03/19/2018		Response to Request for Production	Event	
	45	03/08/2018		Notice:	Event	OF SERVICE
	44	02/26/2018		Amended Answer	Event	Parties: Reynolds Lauren M; WBL SPE II LLC
	43	02/21/2018		Motion to Strike	Event	

JUDGE					
	Number	Date	Book/Page	Docket Entry	Event Type Comments
	42	02/21/2018		Answer to Counter Claim	Event
	41	02/21/2018		Notice of Default Not Entered	Event Parties: Rosenbaum Maryanne
	40	02/08/2018		Request for Production	Event
	39	02/07/2018		Motion for Default	Event
	38	01/29/2018		Notice of Filing:	Event AFFIDAVIT OF SERVICE
	37	01/27/2018		Answer and Affirmative Defense	Event Parties: Cohen Danielle Alicia; Bright's Creek Financial Services LLC; Botero-Paramo Omar; Pasquale Giordano A; Alianza Trinity Holdings LLC; Alianza Trinity Development Group LLC; Bright's Creek Golf Club LLC; Botero Omar; Botero Omar Jr; Giordano Pasquale A
	36	01/05/2018		Motion for Extension of Time	Event Parties: Cohen Danielle Alicia; Bright's Creek Financial Services LLC; Botero-Paramo Omar; Pasquale Giordano A; Alianza Trinity Development Group LLC; Bright's Creek Golf Club LLC
	35	01/04/2018		Notice of Filing:	Event AFFIDAVIT OF NON-SERVICE
	34	01/04/2018		Notice of Filing:	Event AFFIDAVIT OF SERVICE
	33	01/04/2018		Notice of Filing:	Event AFFIDAVIT OF SERVICE
	32	01/04/2018		Notice of Filing:	Event AFFIDAVIT OF SERVICE
	31	01/04/2018		Notice of Filing:	Event AFFIDAVIT OF SERVICE
	30	01/04/2018		Notice of Filing:	Event AFFIDAVIT OF SERVICE
	29	01/04/2018		Notice of Filing:	Event AFFIDAVIT OF SERVICE
	28	01/04/2018		Notice of Appearance	Event
	27	11/28/2017		ESummons 20 Day Issued	Event
		11/28/2017		20 Day Summons Issued	Service
	26	11/28/2017		ESummons 20 Day Issued	Event Parties: Infante Marisa
		11/28/2017		20 Day Summons Issued	Service
	25	11/28/2017		ESummons 20 Day Issued	Event Parties: Rosenbaum Maryanne

Number	Date	Book/Page	Docket Entry	Event Type	Comments
24	11/28/2017		Receipt:	Event	RECEIPT#:3530041 AMT PAID:\$100.00 ALLOCATION CODE QUANTITY UNIT AMOUNT 3139-SUMMONS ISSUE FEE 1 \$10.00 \$10.00 3139-SUMMONS ISSUE FEE 1 \$10.00 \$10.00 3139-SUMMONS ISSUE FEE 1 \$10.00 \$10.00 3139-SUMMONS ISSUE FEE 1 \$10.00 \$10.00 3139-SUMMONS ISSUE FEE 1 \$10.00 \$10.00 3139-SUMMONS ISSUE FEE 1 \$10.00 \$10.00 3139-SUMMONS ISSUE FEE 1 \$10.00 \$10.00 3139-SUMMONS ISSUE FEE 1 \$10.00 \$10.00 3139-SUMMONS ISSUE FEE 1 \$10.00 \$10.00 TENDER TYPE:E-FILING ACH TENDER AMT:\$100.00 RECEIPT DATE:11/28/2017 REGISTER#:353 CASHIER:EFILINGUSER
	11/27/2017		20 Day Summons Issued	Service	
 23	11/27/2017		ESummons 20 Day Issued	Event	Parties: Bright's Creek Golf Club LLC
	11/27/2017		20 Day Summons Issued	Service	
 22	11/27/2017		ESummons 20 Day Issued	Event	Parties: Alianza Trinity Development Group LLC
	11/27/2017		20 Day Summons Issued	Service	
 21	11/27/2017		ESummons 20 Day Issued	Event	Parties: Alianza Trinity Holdings LLC
	11/27/2017		20 Day Summons Issued	Service	
 20	11/27/2017		ESummons 20 Day Issued	Event	Parties: Pasquale Giordano A
 19	11/27/2017		ESummons 20 Day Issued	Event	
	11/27/2017		20 Day Summons Issued	Service	
 18	11/27/2017		ESummons 20 Day Issued	Event	Parties: Botero-Paramo Omar
	11/27/2017		20 Day Summons Issued	Service	
 17	11/27/2017		ESummons 20 Day Issued	Event	Parties: Bright's Creek Financial Services LLC
6	11/22/2017		Receipt:	Event	RECEIPT#:3340085 AMT PAID:\$1,931.50 ALLOCATION CODE QUANTITY UNIT AMOUNT 3201-FORECLOSURE FILING 1 \$1,906.00 \$1,906.00 3102-MULTIPLE DEFENDANT 1 \$12.50 \$12.50 3142-RECORDING FEE 1 \$8.00 \$8.00 3142-RECORDING FEE 1 \$5.00 \$5.00 TENDER TYPE:E-FILING ACH TENDER AMT:\$1,931.50 RECEIPT DATE:11/22/2017 REGISTER#:334 CASHIER:EFILINGUSER
 16	11/21/2017		(M) 20 Day (P) Summons (Sub)	Event	

			Received Docket	Event	
Number	Date	Book/Page	Entry	Type	Comments
 15	11/21/2017		(M) 20 Day (P) Summons (Sub) Received	Event	
 14	11/21/2017		(M) 20 Day (P) Summons (Sub) Received	Event	
 13	11/21/2017		(M) 20 Day (C) Summons (Sub) Received	Event	
 12	11/21/2017		(M) 20 Day (C) Summons (Sub) Received	Event	
 11	11/21/2017		(M) 20 Day (C) Summons (Sub) Received	Event	
 10	11/21/2017		(M) 20 Day (P) Summons (Sub) Received	Event	
 9	11/21/2017		(M) 20 Day (P) Summons (Sub) Received	Event	
 8	11/21/2017		(M) 20 Day (P) Summons (Sub) Received	Event	
 7	11/21/2017		(M) 20 Day (C) Summons (Sub) Received	Event	
 5	11/17/2017	30767-2725	Lis Pendens	Event	
 3	11/17/2017		Complaint	Event	
 2	11/17/2017		Civil Cover	Event	
 1	11/17/2017		Civil Cover	Event	

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