



CFN 2016R0473353
 OR BK 30190 Pgs 2557-2558 (2Pgs)
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 HARVEY RUVIN, CLERK OF COURT
 MIAMI-DADE COUNTY, FLORIDA

This instrument prepared by, or under the supervision of (and after recording, return to):

Alicia M. Consuegra
 BUILDERS TITLE COMPANY
 7400 SW 57 Ct. #201
 South Miami, Florida 33143
 Portion of Parcel ID No.: 31-2214-007-0240

SPECIAL WARRANTY DEED

THIS SPECIAL WARRANTY DEED is made and entered into as of the 18th day of July, 2016 by **400 SUNNY ISLES LLC, a Delaware limited liability company**, Grantor, to **Jucilene Amaral and Florian Tudor**, Grantees, whose mailing address is 400 Sunny Isles Marina DD-308, Sunny Isles Beach, Florida 33160. Wherever used herein, the terms "Grantor" and "Grantee" shall include all of the parties to this instrument and their heirs, legal representatives and assigns.

WITNESSETH:

GRANTOR, for and in consideration of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, has granted, bargained and sold, and by these presents does hereby grant, bargain and sell to Grantees, the following described land situate and being in Miami-Dade County, Florida (the "Property"):

Unit DD-308, in 400 Sunny Isles Marina, A Condominium, according to the Declaration of Condominium thereof, filed July 1, 2016, in Official Records Book 30136, at Page 4257, of the Public Records of Miami-Dade County, Florida, together with an undivided interest in the common elements appurtenant thereto.

TOGETHER WITH all the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining.

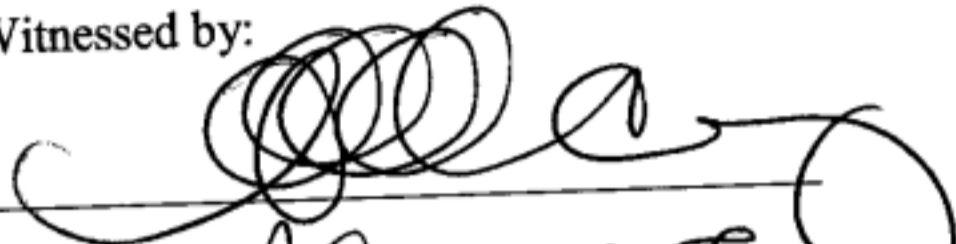
THIS CONVEYANCE is subject to: taxes and assessments for 2016 and all subsequent years; zoning ordinances, restrictions, prohibitions and other requirements imposed by governmental authority; conditions, restrictions, reservations, limitations and easements of record, if any, but this reference shall not operate to reimpose same; and restrictions, conditions, covenants, liens, terms and limitations set forth in (i) the Declaration of Condominium referenced above and all exhibits thereto, all as amended or modified from time to time (the "Declaration of Condominium"), and (ii) the Declaration of Covenants, Restrictions and Easements for 400 Sunny Isles recorded October 12, 2012 in Official Records Book 28310, Page 4797, as amended in Official Records Book 28795, Page 715, as further amended in Official Records Book 28822, Page 672, as further amended in Official Records Book 29876, Page 728 and as further amended in Official Records Book 30010, Page 1754 of the Public Records of Miami-Dade County, Florida, all as amended and/or supplemented from time to time (the "Master Covenants").

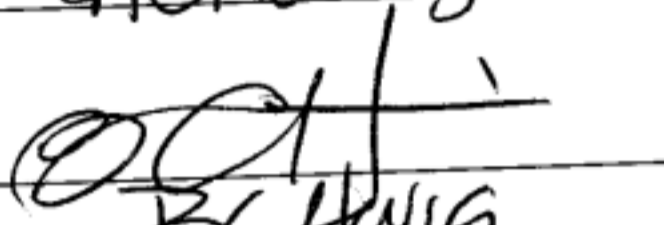
GRANTOR hereby warrants the title to the Property and will defend the same against the lawful claims of all persons claiming by, through or under Grantor.

IN WITNESS WHEREOF, Grantor has hereunto set its hand and seal as of the day and year first above written.

(Reserved for Clerk of Court)

Witnessed by:


Name: Alicia Maria Consuegra


Name: Inigo Ardid

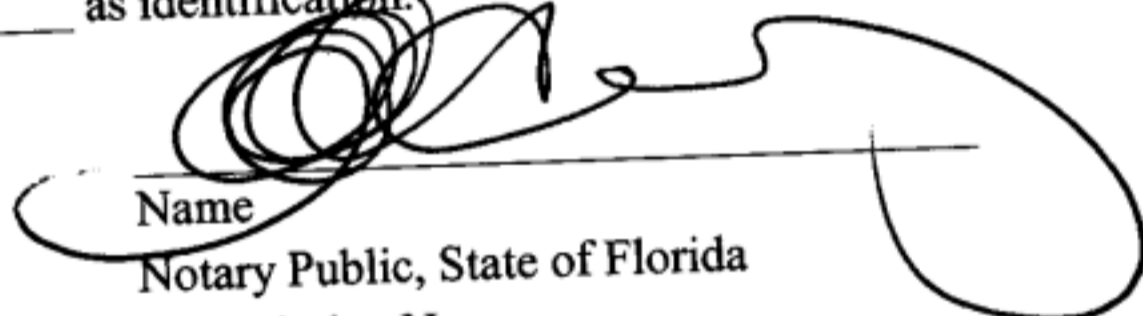
State of Florida)
County of Miami-Dade) SS

400 SUNNY ISLES LLC, a Delaware limited liability company

By: 
Inigo Ardid, Vice President

Address: 848 Brickell Avenue, Suite 1100
Miami, FL 33131

The foregoing instrument was acknowledged before me this 18th day of July, 2016 by Inigo Ardid, as Vice President of **400 SUNNY ISLES LLC, a Delaware limited liability company**, on behalf of said entity. He is personally known to me or produced _____ as identification.


Name _____
Notary Public, State of Florida
Commission No.: _____

My commission expires: _____



Florida Department of State
 Division of Corporations
 Electronic Filing Cover Sheet

L20000033541

Note: Please print this page and use it as a cover sheet. Type the fax audit number (shown below) on the top and bottom of all pages of the document.

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H200000335213ABCQ

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To: Division of Corporations
 Fax Number : (850)617-6383

From: Account Name : CORPORATE CREATIONS INTERNATIONAL INC.
 Account Number : 110432003053
 Phone : (561)694-8107
 Fax Number : (561)694-1639

2020 JAN 29 PM 12:00
 SECRETARY OF STATE
 TALLAHASSEE, FL
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****Enter the email address for this business entity to be used for future annual report mailings. Enter only one email address please.****

Email Address: _____

**LLC AMND/RESTATE/CORRECT OR M/MG RESIGN
 JUCILENE AMARAL & FLORIAN TUDOR LLC**

Certificate of Status	0
Certified Copy	0
Page Count	04
Estimated Charge	\$25.00

O SIMMONS
 JAN 30 2020

2020 JAN 29 PM 12:01

ARTICLES OF AMENDMENT
TO
ARTICLES OF ORGANIZATION
OF

JUCILENE AMARAL & FLORIAN TUDOR LLC

(Name of the Limited Liability Company as it now appears on our records.)
(A Florida Limited Liability Company)

The Articles of Organization for this Limited Liability Company were filed on 01/21/2020 and assigned
Florida document number L20000013541.

This amendment is submitted to amend the following:

A. If amending name, enter the new name of the limited liability company here:

The new name must be distinguishable and contain the words "Limited Liability Company," the designation "LLC" or the abbreviation "L.L.C."

Enter new principal offices address, if applicable:

(Principal office address MUST BE A STREET ADDRESS)

Enter new mailing address, if applicable:

(Mailing address MAY BE A POST OFFICE BOX)

B. If amending the registered agent and/or registered office address on our records, enter the name of the new registered agent and/or the new registered office address here:

Name of New Registered Agent:

New Registered Office Address:

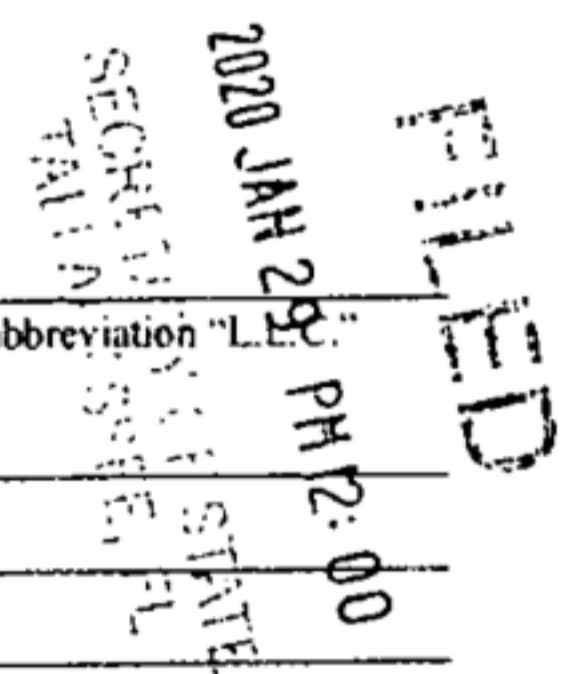
Enter Florida street address

_____, Florida _____
City Zip Code

New Registered Agent's Signature, if changing Registered Agent:

I hereby accept the appointment as registered agent and agree to act in this capacity. I further agree to comply with the provisions of all statutes relative to the proper and complete performance of my duties, and I am familiar with and accept the obligations of my position as registered agent as provided for in Chapter 605, F.S. Or, if this document is being filed to merely reflect a change in the registered office address, I hereby confirm that the limited liability company has been notified in writing of this change.

If Changing Registered Agent, Signature of New Registered Agent



If amending Authorized Person(s) authorized to manage, enter the title, name, and address of each person being added or removed from our records:

MGR = Manager

AMBR = Authorized Member

<u>Title</u>	<u>Name</u>	<u>Address</u>	<u>Type of Action</u>
MGR	Narcis Tita	8350 NW 52 Ter, Suite 301	<input checked="" type="checkbox"/> Add
		Doral, FL 33166	<input type="checkbox"/> Remove
			<input type="checkbox"/> Change
			<input type="checkbox"/> Remove
			<input type="checkbox"/> Change
			<input type="checkbox"/> Add
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			<input type="checkbox"/> Change

SECRETARY OF STATE
 TALLAHASSEE, FL
 2020 JAN 29 PM 12:00
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D. If amending any other information, enter change(s) here: *(Attach additional sheets, if necessary.)*

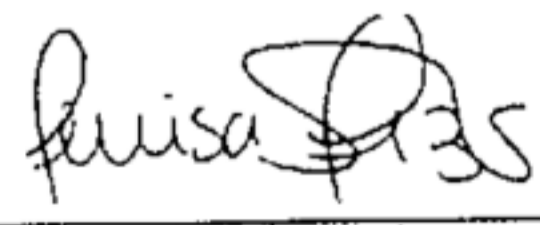
2020 JAN 29 PM 12:00
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E. Effective date, if other than the date of filing: _____ **(optional)**
 (If an effective date is listed, the date must be specific and cannot be prior to date of filing or more than 90 days after filing.) Pursuant to 605.0207 (3)(b)
Note: If the date inserted in this block does not meet the applicable statutory filing requirements, this date will not be listed as the document's effective date on the Department of State's records.

If the record specifies a delayed effective date, but not an effective time, at 12:01 a.m. on the earlier of: (b) The 90th day after the record is filed.

Dated January 29th, 2020



 Signature of a member or authorized representative of a member

Jenisa Irizarry, Attorney-in-Fact

 Typed or printed name of signee

L200000013541

Florida Department of State
Division of Corporations
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Fax Number : (850)617-6381

From: Account Name : CORPORATE CREATIONS INTERNATIONAL INC.
Account Number : 110432003053
Phone : (561)694-8107
Fax Number : (561)694-1639

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DIVISION OF CORPORATIONS
20 JAN 21 PM 1:13

C RICO
JAN 21 2020

****Enter the email address for this business entity to be used for future annual report mailings. Enter only one email address please.****

Email Address: _____

**FLORIDA LIMITED LIABILITY CO.
Jucilene Amaral & Florian Tudor LLC**

Certificate of Status	1
Certified Copy	0
Page Count	04
Estimated Charge	\$130.00

RECEIVED
2020 JAN 21 PM 2:05
SECRETARY OF STATE
DIVISION OF CORPORATIONS

ARTICLES OF ORGANIZATION

Article I. Name

The name of this Florida limited liability company is:
Jucilene Amaral & Florian Tudor LLC

Article II. Address

The street address of the Company's initial principal office is:
Jucilene Amaral & Florian Tudor LLC
8350 NW 52 Ter, Suite 301
Doral FL 33166

The mailing address of the Company's initial principal office is:
Jucilene Amaral & Florian Tudor LLC
8350 NW 52 Ter, Suite 301
Doral FL 33166

Article III. Registered Agent

The name and street address of the Company's registered agent is:
Florian Tudor
8350 NW 52 Ter, Suite 301
Doral FL 33166

Article IV. Transferability of Membership Interests

No members shall have the right to assign their membership interests in the Company without the written agreement of all of the membership interests, unless otherwise provided in the Company's Operating Agreement. If the assignment is not approved by all of the membership interests, the assignee shall have no right to become a member, to participate in the management of the Company, or to exercise any other rights or powers of a member. The assignee shall merely be entitled to receive the share of profits and other distributions and the allocation of income, gain, loss deduction, credit or similar item to which the assignor was entitled, to the extent assigned.

Corporate Creations International Inc.
801 US Highway 1
North Palm Beach FL 33408
(561) 694-8107

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20 JAN 21 PM 1:13

Article V. Distribution of Profits

Unless otherwise provided in the Company's Operating Agreement, there shall not be any distribution of profits unless each separate distribution is approved by the affirmative vote of members who own more than 50% of the voting interest in the Company. The voting members shall have complete discretion on when and if to approve any distribution of profits.

Article VI. Management

This will be a manager-managed company. The name and address of each manager is:

Florian Tudor
8350 NW 52 Ter, Suite 301
Doral FL 33166

Article VII. Company Existence

The Company's existence shall begin effective as of January 21, 2020.

The undersigned authorized representative of a member executed these Articles of Organization on 1/21/2020.



CORPORATE CREATIONS INTERNATIONAL INC.
Timothy Pratts Account Manager
by Jenisa S. Irizarry as Attorney-in-Fact

Corporate Creations International Inc.
801 US Highway 1
North Palm Beach FL 33408
(561) 694-8107

STATEMENT OF REGISTERED AGENT

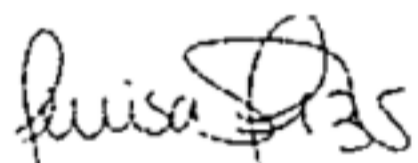
LIMITED LIABILITY COMPANY:

Jucilene Amaral & Florian Tudor LLC

REGISTERED AGENT/OFFICE:

Florian Tudor
8350 NW 52 Ter, Suite 301
Doral FL 33166

I agree to act as registered agent to accept service of process for the company named above at the place designated in this Statement. I agree to comply with the provisions of all statutes relating to the proper and complete performance of the registered agent duties. I am familiar with and accept the obligations of the registered agent position.



FLORIAN TUDOR
Timothy Pratts, Account Manager
by Jenisa S. Irizarry as Attorney-in-Fact
Date: January 21, 2020.

Corporate Creations International Inc.
801 US Highway 1
North Palm Beach FL 33408
(561) 694-8107

This instrument prepared by:
David R. [Redacted]
David R. [Redacted]
4209 N. [Redacted] Hwy
Pompano Beach, FL 33064
File No. 20-DR-01



THIS IS A BALLOON MORTGAGE AND THE FINAL PRINCIPAL PAYMENT OR THE PRINCIPAL BALANCE DUE UPON MATURITY IS \$400,000.00, TOGETHER WITH INTEREST, IF ANY, AND ALL ADVANCEMENTS MADE BY THE MORTGAGEE UNDER THE TERMS OF THIS MORTGAGE.

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MORTGAGE

THIS MORTGAGE ("Mortgage") is given on this 27 day of January, 2020. The Mortgagor is **Jucilene Amaral & Florian Tudor, LLC, a Florida limited liability company**, whose address is 8350 NW 52nd Terrace, Suite 301, Doral, FL 33166, (hereafter referred to as the "Borrower" or "Mortgagor"). This Mortgage is given to **Anthony Ard, MD, PA, Profit Sharing Plan, a Florida corporation as to an undivided 50% interest and GRE RE Investments, LLC, a Florida limited liability company as to an undivided 50% interest** and their successors and/or assigns, whose address is P.O. Box 1687, Pompano Beach, FL 33061, ("Lender" or "Mortgagee"). Borrower owes Lender the principal sum of Four Hundred Thousand and 00/100 Dollars (\$400,000.00) Dollars. This debt is evidenced by Borrower's Promissory Note dated the same date as this Mortgage ("Note"), which provides for monthly payments, with the full debt, if not paid earlier, due and payable on **February 1, 2021 (see Paragraph 23 also)**. This Mortgage secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and modifications of the Note; (b) the payment of all other sums, with interest, advanced to protect the security of this Mortgage; and (c) the performance of Borrower's covenants and agreements under this Mortgage and the Note. For this purpose, Borrower does hereby mortgage, grant and convey to Lender the following described property ("Mortgaged Property" or "Property") located in Miami-Dade County, Florida:

Condominium Parcel 601, in 400 SUNNY ISLES CONDOMINIUM WEST, according to the Declaration of Condominium thereof, recorded in Official Records Book 28355, Page 1845, as modified by Second Amendment to Declaration of 400 Sunny Isles Condominium West, recorded in Official Records Book 28822, at Page 800, and as further modified by Amendment to Declaration of 400 Sunny Isles Condominium West, recorded in Official Records Book 28825, at page 3447, all of the Public Records of Miami-Dade County, Florida, and all amendments thereto, together with its undivided share in the common elements.

a/k/a 400 Sunny Isles Blvd., Apt. 601, Sunny Isles Beach, FL 33160

Parcel Identification Number: 31-2214-043-0010

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

Payment of Principal and Interest; Prepayment and Late Charges. Borrower shall promptly pay when due the principal of and interest on the debt evidenced by the Note and any prepayment and late charges due under the Note. All payments due under any note secured hereby shall be deemed late unless received at the Mortgagee's designated place of payment on or before the due date. It shall be the responsibility of the Mortgagor to mail payments are mailed, to mail same in sufficient time so that they are received on or before the due date.

Payment of Taxes and other obligations. To pay all and singular the taxes, assessments, levies, liabilities, obligations and encumbrances of every nature and kind now on said described property, and/or that hereafter may be imposed, suffered, placed, levied or assessed thereupon, and/or hereafter may be levied or assessed upon this Mortgage and/or this indebtedness secured hereby, each and every, when due and payable according to the law, before they become delinquent, and before any interest attached or any penalty is incurred; and insofar as any thereof is of record the same shall be promptly satisfied and discharged of record and the original official document officially endorsed or certified shall be placed in the hands of the Mortgagee within ten days next after payment. Failure to comply with this paragraph shall constitute a default in the sole and absolute discretion of the Mortgagee and the Mortgagee shall have all remedies available pursuant to the terms of this Mortgage, including those identified in Paragraph 19 hereinafter.

3. Insurance. (a) Mortgagor shall obtain and maintain at all times throughout the term of this Mortgage the following insurance: (i) comprehensive commercial general liability insurance covering all operations of Mortgagor; (ii) "All-Risk" fire and extended coverage hazard insurance covering the Property in an aggregate amount not less than 100% of the agreed upon full insurable replacement value of the Property, including coverage for windstorm; (iii) if the Property is required to be insured pursuant to the National Flood Insurance Reform Act of 1994, and the regulations promulgated thereunder, flood insurance in an amount at least equal to the lesser of the agreed upon full insurable replacement value of the Property (less any value attributable to the Real Estate) or the maximum limit of coverage available through the Federal Flood Insurance Program; (iv) and such other insurance as Mortgagee may reasonably require.

(b) Each insurance policy required under this Section shall: (i) be written by an insurance company authorized or licensed to do business in the state within which the Property is located having a rating of "A-" or higher and a financial size category of not less than IX; (ii) be for terms of at least one year, with premium prepaid, evidence of which shall be given on an ACORD 27 (in the case of property insurance) or ACORD 25 (in the case of liability insurance) form of certificate; (iii) be subject to the reasonable approval of Mortgagee as to insurance companies, amounts, content, forms of policies and expiration dates; and (iv) name Mortgagee, its successors and assigns, as their interests may appear: (1) as an additional insured under all liability insurance policies, and (2) as the first mortgagee, under a standard non-contributory mortgagee clause, on all property insurance policies.

(c) Mortgagor further agrees that each insurance policy: (i) shall provide at least thirty (30) days' prior written notice to Mortgagee prior to any policy reduction or cancellation for any reason; (ii) shall contain an endorsement or agreement by the insurer that any loss shall be payable to Mortgagee in accordance with the terms of such policy notwithstanding any act or negligence of Mortgagor which might otherwise result in forfeiture of such insurance; (iii) shall waive all rights of setoff, counterclaim, deduction or subrogation against Mortgagor; and (iv) shall exclude Mortgagee from the operation of any coinsurance clause.

At least thirty (30) days prior to the expiration of any insurance policy, Mortgagor shall furnish evidence satisfactory to Mortgagee that such policy has been renewed or replaced or is no longer required.

Notwithstanding the foregoing, in the event that Mortgagor fails to maintain insurance in accordance with this Section, and Mortgagee elects to obtain insurance to protect its interests hereunder, but only after the Mortgagor is provided with the opportunity to cure this default and failed to do so, Mortgagee may obtain insurance in any amount and of any type Mortgagee deems appropriate to protect Mortgagee's interest only and Mortgagee shall have no duty or obligation to Mortgagor to maintain insurance in any greater amount or of any other type for the benefit of Mortgagor. All insurance premiums incurred or paid by Mortgagee shall be at Mortgagor's sole cost and expense. Mortgagee's election to obtain insurance shall not be deemed to waive any Event of Default (as hereinafter defined) hereunder.

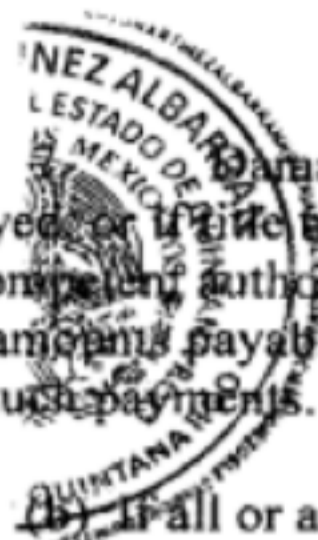
4. **Promissory Note.** The terms of the Promissory Note and other Loan Documents are hereby made a part of this Mortgage to the same extent and with the same effect as if fully set forth herein. All capitalized terms not otherwise defined herein shall have the meaning ascribed to them in the Promissory Note and/or other Loan Documents.

5. **Charges; Liens; Advances.** Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the Property which may attain priority over this Mortgage, and leasehold payments or ground rents, if any. Borrower shall pay these obligations in the manner provided in paragraph 3, or if not paid in that manner, Borrower shall pay them on time directly to the person owed payment. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph. If Borrower makes these payments directly, Borrower shall promptly furnish to Lender receipts evidencing the payments.

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

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

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



Damage, Destruction, Condemnation. (a) If all or any part of the Property shall be damaged, destroyed, or if title to or the temporary use of the whole or any part of the Property shall be taken or destroyed by a competent authority for any public or quasi-public use or purpose, there shall be no abatement or reduction in the amounts payable by Mortgagor under the Loan Documents and Mortgagor shall continue to be obligated to make such payments.

(b) If all or any part of the Property is partially or totally damaged or destroyed, Mortgagor shall give prompt notice thereof to Mortgagee, and Mortgagee may make proof of loss if not made promptly by Mortgagor. Mortgagor hereby authorizes and directs any affected insurance company to make payment under such insurance, including return of unearned premiums, to Mortgagee instead of to Mortgagor and Mortgagee jointly, and Mortgagor appoints Mortgagee as Mortgagor's attorney-in-fact to endorse any draft thereof, which appointment, being for security, is coupled with an interest and irrevocable. Mortgagee is hereby authorized and empowered by Mortgagor to settle, adjust or compromise, in consultation with Mortgagor, any claims for loss, damage or destruction to the Property. Mortgagor shall pay all costs of collection of insurance proceeds payable on account of such damage or destruction. Mortgagor shall have no claim against the insurance proceeds, or be entitled to any portion thereof, and all rights to the insurance proceeds are hereby assigned to Mortgagee as security for payment of the Liabilities. Mortgagee shall have the option, in its sole discretion, of paying or applying all or any part of the insurance proceeds to: (i) reduction of the Liabilities; (ii) restoration, replacement or repair of the Property in accordance with Mortgagee's standard construction loan disbursement conditions and requirements; or (iii) Mortgagor.

(c) Promptly upon obtaining knowledge of the institution of any proceeding for the condemnation of all or any part of the Property, Mortgagor shall give notice to Mortgagee. Mortgagor shall, at its sole cost and expense, diligently prosecute any such proceeding and shall consult with Mortgagee, its attorneys and experts, and shall cooperate with it in the defense of any such proceeding. Mortgagee may participate in any such proceeding and Mortgagor shall from time to time deliver to Mortgagee all instruments requested by it to permit such participation. Mortgagor shall not, without Mortgagee's prior written consent, enter into any agreement (i) for the taking or conveyance in lieu thereof of all or any part of the Property, or (ii) to compromise, settle or adjust any such proceeding. All awards and proceeds of condemnation are hereby assigned to Mortgagee, limited to the outstanding amounts due and owing the Mortgagee, and Mortgagor, upon request by Mortgagee, agrees to make, execute and deliver any additional assignments or documents necessary from time to time to enable Mortgagee to collect the same. Such awards and proceeds shall be paid or applied by Mortgagee, in its sole discretion, to: (i) reduction of the Liabilities; (ii) restoration, replacement or repair of the Property in accordance with Mortgagee's standard construction loan disbursement conditions and requirements; or (iii) Mortgagor.

(d) Nothing herein shall relieve Mortgagor of its duty to repair, restore, rebuild or replace the Property following damage or destruction or partial condemnation if no or inadequate insurance proceeds or condemnation awards are available to defray the cost of repair, restoration, rebuilding or replacement.

8. Borrower Not Released; Forbearance By Lender Not a Waiver. Extension of the time for payment or modification of amortization of the sums secured by this Mortgage granted by Lender to any successor in interest of Borrower shall not operate to release the liability of the original Borrower or Borrower's successors in interest. Lender shall not be required to commence proceedings against any successor in interest or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Mortgage by reason of any demand made by the original Borrower or Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.

successors and Assigns Bound; Joint and Several Liability; Co-signers. The covenants and agreements in this Mortgage shall bind and benefit the successors and assigns of Lender and Borrower. The covenants and agreements shall be joint and several. Any Borrower who co-signs this Mortgage does not execute the Note: (a) is co-signing this Mortgage only to mortgage, grant and convey an interest in the Property under the terms of this Mortgage; (b) is not personally obligated to pay the debt secured by this Mortgage; and (c) agrees that Lender and any other Borrower may agree to extend or make any accommodations with regard to the terms of this Mortgage or the Note without that Borrower's consent.

10. **Loan Charges.** If the loan secured by this Mortgage is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge under the Note.

11. **Notices.** Any notice to Borrower provided for in this Mortgage shall be given by delivering it or by mailing it by first class mail unless applicable law requires use of another method. The notice shall be directed to the Property Address or any other address Borrower designates by notice to Lender. Any notice to Lender shall be given by first class mail to Lender's address stated herein or any other address Lender designates by notice to Borrower. Any notice provided for in this Mortgage shall be deemed to have been given to Borrower or Lender when given as provided in this paragraph.

12. **Governing Law; Severability.** This Mortgage shall be governed by federal law and the law of the jurisdiction in which the Property is located. In the event that any provision or clause of this Mortgage or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Mortgage or the Note which can be given effect without the conflicting provision. To this end the provisions of this Mortgage and the Note are declared to be severable.

13. **No Encumbrances.** Mortgagor shall not further create or permit to exist any mortgage, pledge, lien, security interest (including, without limitation, a purchase money security interest), encumbrance, attachment, levy, distraint or other judicial process on or against the Property or any part thereof (including, without limitation, fixtures and other personalty), whether superior or inferior to the lien of this Mortgage, without the prior written consent of Mortgagee. Neither Mortgagor nor its constituents shall obtain any mezzanine or other secondary financing with respect to the Property or the direct or indirect ownership interests in the Mortgagor. Any existing or future loans between members of Mortgagor and Mortgagor and any other indebtedness to members, shareholders or related companies, whether owned by Mortgagor or subsidiaries of Mortgagor shall be subordinate in all respects to the repayment of the Loan.

14. **Prepayment.** This Mortgage may be prepaid at anytime with no prepayment penalty.


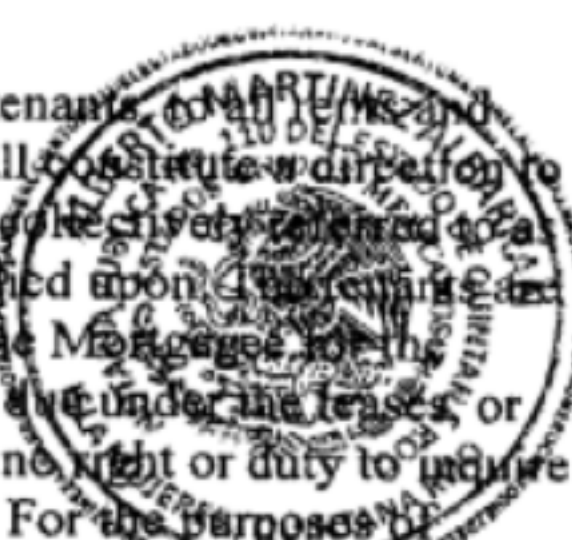
15. **Sale of Note.** The Note or a partial interest in the Note (together with this Mortgage) may be sold one or more times without prior notice to Borrower. A sale may result in a change in the entity (known as the "Loan Servicer") that collects monthly payments due under the Note and this Mortgage. There also may be one or more changes of the Loan Servicer unrelated to a sale of the Note. If there is a change of the Loan

15. Servicer, Borrower will be given written notice of the change in accordance with applicable law. The notice shall state the name and address of the new Loan Servicer and the address to which payments should be made. The notice will also contain any other information required by applicable law.

16. **Security Agreement.** In addition to a Mortgage, this instrument also constitutes an agreement in favor of Mortgagee a security interest under the Florida Uniform Commercial Code in all personal property described herein. Upon the occurrence of any default hereunder, under the Mortgage Deed, or any other loan documents, Mortgagee shall also have all rights and remedies of a secured party under the Florida Uniform Commercial Code, none of which shall serve as a limitation upon the rights and remedies accorded Mortgagee under this Mortgage Deed, or under any other applicable law or legal maxim, or vice versa, it being understood that the rights and remedies of a Mortgagee under the Florida Uniform Commercial Code shall be cumulative and in addition to all other rights of Mortgagee contained herein and arising under any other laws. Mortgagor(s) and Mortgagee further agree that the filing of financing statements, whether in the County where the property is located or with the Secretary of State of the State of Florida, or any other state agency regularly charged with the receipt and filing of financial statements, shall never be construed as derogating from or impairing the intention of Mortgagee and Mortgagor(s) that everything used in connection with the production of income from the property and/or adapted for use therein and/or which is described or reflected as collateral security in this Mortgage or any financing statement.

17. **Maintenance and Repair.** Borrower shall not permit, commit, or suffer no waste, impairment, or deterioration of the Mortgaged Property. Borrower shall maintain the Mortgaged Property in good condition and repair. If Borrower fails to do so, then Mortgagee, without waiving the option to foreclose, may take some or all measures that Mortgagee reasonably deems necessary or desirable for the maintenance, repair, preservation, or protection of the Mortgaged Property, and any expenses reasonably incurred by Mortgagee in so doing shall become part of the indebtedness secured hereby, shall, at the option of Mortgagee, become immediately due and payable, and shall bear interest at the highest lawful rate specified in any note evidencing any indebtedness secured hereby. Mortgagee shall have no obligation to care for and maintain the Mortgaged Property, or, having taken some measures therefor, to continue the same or take other measures. If this Mortgage covers a unit in a condominium or a planned unit development, Borrower shall perform all of Borrower's obligations under the declaration or covenants creating or governing the condominium or planned unit development, the bylaws and regulations of the condominium or planned unit development and constituent documents.

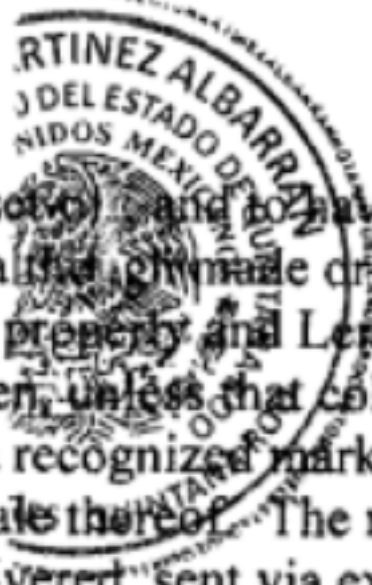

18. **Assignment of Leases.** Mortgagor(s) does/do hereby bargain, sell, transfer, assign, convey, set over and deliver unto Mortgagee, as security for the payment and performance of all the terms and conditions of the Note and Mortgage, and any and all amendments, extensions and renewals thereof, all Leases affecting the demised premises or any part thereof now existing or which may be executed at any time in the future during the life of this Mortgage, and all amendments, extensions and renewals of said leases and any of them, and all rents and other income which may now or hereafter be or become due or owing under the Leases, and any of them, on account of the use of the demised premises, it being intended hereby to establish a complete transfer of the leases hereby assigned and all the rents and other income arising thereunder and on account of the use of the demised premises unto Mortgagee, with the right, but without the obligation, to collect all of said rents and other income which may become due during the life of the Note and Mortgage. Mortgagor(s) agree/agrees to deposit with Mortgagee upon demand such leases as may from time to time be designated by Mortgagee. Although it is the intention of the parties that this shall be a present assignment, it is expressly understood and agreed, anything herein contained to the contrary notwithstanding, that the Mortgagee shall not exercise any of the rights or powers conferred upon it until a default shall occur under the terms and provisions of the Note and Mortgage, but

upon the occurrence of any default the Mortgagee shall be entitled, upon notice to the tenants, lessees and other amounts then due under the leases and thereafter accruing, and this Mortgage shall constitute a direction to and full authority to the tenants, lessees or other occupants if the premises (hereinafter collectively referred to as the "Tenants") to pay all said amounts to the Mortgagee without proof of the default relied upon for the purpose of hereby irrevocably authorized to rely upon and comply with any notice or demand by the Mortgagee for the payment to the Mortgagee of any rental or other sums which may be thereafter become due under the leases, or for the performance of any of the Tenants undertakings under the leases and shall have no right or duty to inquire as to whether any default under the Mortgage has actually occurred or is then existing. For the purposes of inducing the Mortgagee to make the loan secured hereby, the Mortgagor(s) represent that the rents now accruing and hereafter to accrue upon the Mortgaged Property are now and during the life of this Mortgage shall remain free and clear of all liens, encumbrances or pledges.

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

Lender shall have all of the rights and remedies of a creditor, mortgagee and secured party under all applicable law. Without limiting the generality of the foregoing, upon the occurrence of any default hereunder, Lender may, at its option, and without notice or demand (i) declare the entire unpaid principal and accrued interest accelerated and due and payable at once, together with any and all other liabilities of Borrower or any of such liabilities selected by Lender; and (ii) set off against the Note and Mortgage all monies owed by Lender in any capacity to Borrower(s), whether or not due and also set off against all other liabilities of Borrower to Lender all monies owed by Lender in any capacity to Borrower(s), and Lender shall be deemed to have exercised such

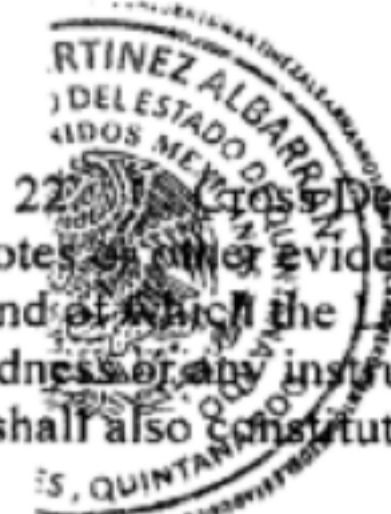
right of sale and to have made a charge against any such money immediately upon the occurrence of an Event of Default, and to be entered on the books subsequent thereto. To the extent that any of the Collateral is personal property and Lender elects to proceed with respect to it in accordance with the Uniform Commercial Code, then, unless that collateral is perishable or threatens to decline speedily in value, or is of a type that is customarily sold on a recognized market, Lender will give Borrower reasonable notice of the time and place of a public or private sale thereof. The requirement of reasonable notice shall be met if such notice is, at the option of Lender, hand delivered, sent via expedited courier, or mailed, postage prepaid to Borrower, at the address given to Lender by Borrower, or any other address shown on the records of Lender at least ten (10) days before the time of sale. Upon disposition of any Collateral after the occurrence of an Event of Default hereunder, Borrower shall be and shall remain liable for any deficiency; and Lender shall account to Borrower for any surplus, but Lender shall have the right to apply all or part of such surplus (or to hold the same as reserve) against any and all other liabilities of Borrower to Lender.

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

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

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

21. **No Waiver.** No delay by Mortgagee in exercising any option, right, or remedy hereunder or otherwise afforded by law shall waive or preclude the exercise thereof during the continuance of any breach or default hereunder. No waiver by Mortgagee of any provision, breach, or default shall be a waiver of any other provision or a consent to any subsequent breach or default.



22. **Cross Default.** A default under this Mortgage shall be and constitute a default under any other notes or other evidence of indebtedness and any instruments of security in which Mortgagor or Guarantor is liable and of which the Lender is the holder. A default under any and all other note(s) or other evidence of indebtedness or any instruments of security in which Mortgagor or Guarantor is liable and of which the Lender is the holder shall also constitute a default under this Mortgage.

23. **Extensions, Leniencies and Releases.** Mortgagee, in its sole and absolute discretion, may grant extensions of time for payment and other leniencies with respect to any indebtedness secured hereby, and may waive or fail to enforce any of Mortgagee's rights hereunder, and may release a portion or portions of the Mortgaged Property from the lien hereof, without releasing or diminishing the obligation or liability of any person constituting Borrower, or any guarantor or endorser. Borrower shall be responsible for any and all costs associated with any such extension, modification and/or release of Mortgage, including but not limited to reasonable attorney's fees and recording fees. In the event that the Mortgagor shall be unable to satisfy this Mortgage by the Maturity Date described herein or should the Mortgagor request an extension of the Maturity Date, so long as the Mortgagor shall not be in default of any of the terms and conditions contained in the Note and Mortgage, the Mortgagee herein agrees to a one time twelve (12) month extension of the Maturity Date in exchange for an extension fee of 2% of the loan amount to be paid upon the final payoff of the Mortgage or added to the amounts due the Mortgagee upon the entry of a final judgment of foreclosure.

24. **Subrogation.** Mortgagee shall be subrogated to the lien (notwithstanding its release of record) of any vendor, mortgagee, or other lien holder paid or discharged by the proceeds of any loan or advance made by Mortgagee to Borrower and secured hereby.

25. **Compliance.** Mortgagor agrees to observe, conform and comply, and to cause its tenants to observe, conform and comply with all federal, state, county, municipal and other governmental or quasi-governmental laws, rules, regulations, ordinances, codes, requirements, covenants, conditions, orders, licenses, permits, approvals and restrictions, including without limitation, Environmental Laws (as defined below) and the Americans with Disabilities Act of 1990 (collectively, the "Legal Requirements"), now or hereafter affecting all or any part of the Property, its occupancy or the business or operations now or hereafter conducted thereon and the personalty contained therein, within such time as required by such Legal Requirements. Mortgagor represents and warrants that, to the best of Mortgagor's knowledge, the Property currently is in compliance with all Legal Requirements applicable to the Property.

26. **Attorneys' Fees.** In the event this Mortgage or the Note or any renewal or extension thereof shall be placed in the hands of an attorney for collection by reason of a default of Borrower, Borrower shall pay all costs and expenses of such collection, including reasonable attorney's fees. In connection with any litigation arising out of the Note or Mortgage, or both, the prevailing party shall be entitled to recover all costs incurred, including reasonable attorneys fees. If any action or proceeding shall be commenced by any person other than the holder of this Mortgage, (except an action to foreclose this Mortgage or to collect the debts secured hereby), to which action or proceeding the holder of this Mortgage is made a party, or in which it shall be necessary for Lender to defend or uphold the lien of this Mortgage, all sums paid by the Holder of this Mortgage for the expense of any such litigation, including reasonable attorney's fees, shall be paid by the Borrower, provided that Lender prevails, together with interest thereon at the maximum rate allowed by law and such sums shall become additional indebtedness of Borrower secured by this Mortgage.



Non-Homestead/Commercial Purpose. The Loan is being obtained by Borrower for business or commercial purposes (and not for personal, family, or household purposes), and the Loan is not subject to the requirements of the Truth in Lending Act (15 U.S.C. Section 1601 et seq.) and governmental restrictions for adjustable-rate mortgage (ARM) loans (12 C.F.R. Section 29.1 et seq.).

Future Advances. This Mortgage shall secure (a) the initial indebtedness of Borrower (and each of them, if more than one) to Mortgagee, as evidenced by a negotiable Promissory Note of even date herewith, executed by Borrower and payable to Mortgagee, in the amount specified above, (b) any future advances made by Mortgagee to Borrower (and each of them, if more than one) and (c) all other indebtedness of Borrower (and each of them, if more than one) to Mortgagee, however and wherever incurred or evidenced, whether primary, secondary, direct, indirect, absolute, contingent, sole, joint or several, due or to become due, or which may be hereafter contracted or acquired, whether arising in the ordinary course of business or otherwise. The total amount of indebtedness secured hereby may decrease or increase from time to time, but the total unpaid balance so secured at any one time shall not exceed 200% of the principal balance, plus interest thereon, and any disbursements made for the payment of taxes, levies, insurance on the Mortgaged Property and for maintenance, repair, protection and preservation of the Mortgaged Property, with interest on such disbursements, all as provided in this Mortgage. This Mortgage shall not secure any future advances made more than twenty (20) years from the date hereof.

29. Cross Collateralization. The entire indebtedness and sums secured by this Mortgage shall become immediately due and payable at the option of the Mortgagee upon the occurrence of a default in the performance by Mortgagor of any of the terms, provisions, covenants, conditions, or agreements contained in any of the other mortgages from Mortgagor to Mortgagee securing other parcels of property owned by Mortgagor.

30. Waiver of Trial By Jury. **MORTGAGOR, TO THE FULL EXTENT PERMITTED BY LAW, HEREBY KNOWINGLY, INTENTIONALLY AND VOLUNTARILY, WITH AND UPON THE ADVICE OF COMPETENT COUNSEL, WAIVE, RELINQUISH AND FOREVER FOREGO THE RIGHT TO A TRIAL BY JURY IN ANY ACTION OR PROCEEDING BASED UPON, ARISING OUT OF, OR IN ANY WAY RELATING TO THIS AGREEMENT OR ANY CONDUCT, ACT OR OMISSION OF MORTGAGEE OR MORTGAGOR, OR ANY OF THEIR DIRECTORS, OFFICERS, PARTNERS, MEMBERS, EMPLOYEES, AGENTS OR ATTORNEYS, OR AN OTHER PERSONS AFFILIATED WITH MORTGAGEE OR MORTGAGOR, IN EACH OF THE FOREGOING CASES, WHETHER SOUNDING IN CONTRACT, TORT OR OTHERWISE.**

SIGNATURES CONTAINED ON THE FOLLOWING PAGE



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

THIS IS A BALLOON MORTGAGE AND THE FINAL PRINCIPAL PAYMENT OR THE PRINCIPAL BALANCE DUE UPON MATURITY IS \$400,000.00 TOGETHER WITH INTEREST, IF ANY, AND ALL ADVANCEMENTS MADE BY THE MORTGAGEE UNDER THE TERMS OF THIS MORTGAGE.

WITNESSES:

MORTGAGOR:

Signed, sealed and delivered in the presence of:

[Signature]
Florian Tudor
[Signature]
Angel Chen

Jucilene Amaral & Florian Tudor, LLC, a Florida limited liability company

[Signature]
By: Florian Tudor, Manager

State of Florida
County of Broward

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 27 day of January, 2020 by Florian Tudor, Manager of Jucilene Amaral & Florian Tudor, LLC, a Florida limited liability company, on behalf of the company, who is personally known to me or has produced a driver's license as identification.

[Notary Seal]

[Signature]
Notary Public

Printed Name: *[Signature]*

My Commission Expires: _____





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[Page 1]

[Rounded seal: Alberto Martinez Albarran, Notary Public Number 110 of Quintana Roo State,
United Mexican States, (illegible)]

[Page 2]

[Rounded seal: Alberto Martinez Albarran, Notary Public Number 110 of Quintana Roo State,
United Mexican States, (illegible)]

[Rounded seal: Alberto Martinez Albarran, Notary Public Number 110 of Quintana Roo State,
United Mexican States, (illegible)]

CERTIFICATION OF ACCURACY

I, Maria T. Carrandi, hereby certify that I am fluent in both English and Spanish languages and that I am competent to translate from Spanish into English. I declare that the foregoing document is, to the best of my knowledge and belief, a complete and an accurate translation into English of the Stamps in Spanish language.

Maria T. Carrandi, Translator

Prime Language Services Inc.

Address: PO Box 240562

Apple Valley, MN 55124

Email: order@ForeignDocumentTranslation.com

Date: February 4, 2020



ASSIGNMENT OF LEASES, RENTS AND PROFITS

THIS ASSIGNMENT is made this 27 day of January, 2020, by and between **Jucilene Amaral & Florian Tudor, LLC**, a Florida limited liability company with offices located at 8350 NW 52nd Terrace, Suite 301, Doral, FL 33166 (the Assignor) and **Anthony Ard, MD, PA, Profit Sharing Plan**, a Florida corporation and **GRE RE Investments, LLC**, a Florida limited liability company, each as to an undivided 50% interest with offices located at P.O. Box 1687, Pompano Beach, FL 33061 (the Assignee).

WITNESSETH

For value received and as additional security for the indebtedness hereinafter mentioned, the ASSIGNOR hereby assigns, sets over, transfers and conveys unto the ASSIGNEE all the right, title and interest of the ASSIGNOR in and to the rents, issues, profits, revenues, royalties, rights and benefits (hereinafter sometimes referred to as "rents") from that certain Property located at 400 Sunny Isles Blvd., Apt. 601, Sunny Isles Beach, FL 33160 (the "Property") more particularly described as follows:

Condominium Parcel 601, in 400 SUNNY ISLES CONDOMINIUM WEST, according to the Declaration of Condominium thereof, recorded in Official Records Book 28355, Page 1845, as modified by Second Amendment to Declaration of 400 Sunny Isles Condominium West, recorded in Official Records Book 28822, at Page 800, and as further modified by Amendment to Declaration of 400 Sunny Isles Condominium West, recorded in Official Records Book 28825, at page 3447, all of the Public Records of Miami-Dade County, Florida, and all amendments thereto, together with its undivided share in the common elements.

a/k/a 400 Sunny Isles Blvd., Apt. 601, Sunny Isles Beach, FL 33160

Parcel Identification Number: 31-2214-043-0010

The term of this Assignment shall be until that certain promissory note (the "Note") and that certain mortgage (the "Mortgage"), both of even date herewith, made, executed and delivered by the ASSIGNOR to the ASSIGNEE, encumbering the Property for the sum of Four Hundred Thousand and 00/100 Dollars (\$400,000.00), and any renewal or extension thereof or future advance thereunder, shall have been fully paid and satisfied, at which time this Assignment is to be fully satisfied, canceled and released, and the releasing of the Mortgage shall constitute a release hereof.

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

And the ASSIGNOR does hereby authorize and empower the ASSIGNEE to collect the rents payable under all of said leases above referred to as they shall become due, and does hereby direct each and all of the

tenants of the Property to pay such rents as may now be due or shall hereafter become due to the ASSIGNEE upon demand for payment thereof by the ASSIGNEE. It is understood and agreed, however, that no such demand shall be made unless and until there has been a default in the payment of the indebtedness secured by the Mortgage or default in the payment of any other sums secured by the Mortgage, or default in the performance of any of the covenants set forth in the Note, Mortgage or any related loan instruments; and, notwithstanding any demand made, the ASSIGNOR is authorized to collect, or continue collecting, the rents, but such privilege shall not operate to permit the collection of rents by the Assignor of (and the ASSIGNOR hereby covenants and agrees with the ASSIGNEE that the ASSIGNOR will not collect demand or receive) any installment of rent in advance of the date prescribed in said lease or leases for the payment thereof.

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

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

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

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

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

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

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

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

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

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

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

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

SIGNATURES ON FOLLOWING PAGE



WITNESS WHEREOF, Assignor, intending to be legally bound, has duly executed and delivered this Assignment of Leases and Rents under seal as of January 27, 2020.

[Signature]
Witness Name: Arami Segredo

[Signature]
Witness Name: Araceli Chew

Jucilene Amaral & Florian Tudor, LLC, a Florida limited liability company

By: [Signature]
Florian Tudor, Manager

State of Florida
County of Broward

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 27 day of January, 2020 by Florian Tudor, Manager of Jucilene Amaral & Florian Tudor, LLC, a Florida limited liability company, on behalf of the company, who is personally known to me or has produced a driver's license as identification.

[Notary Seal]

[Signature]
Notary Public

Printed Name: [Signature]

My Commission Expires: _____





P.O. Box 240652
Apple Valley, MN 55124
Direct: 952-220-9627
Fax: 775-254-1193
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[Page 1]

[Rounded seal: Alberto Martinez Albarran, Notary Public Number 110 of Quintana Roo State,
United Mexican States, (illegible)]

[Page 2]

[Rounded seal: Alberto Martinez Albarran, Notary Public Number 110 of Quintana Roo State,
United Mexican States, (illegible)]

[Rounded seal: Alberto Martinez Albarran, Notary Public Number 110 of Quintana Roo State,
United Mexican States, (illegible)]

CERTIFICATION OF ACCURACY

I, Maria T. Carrandi, hereby certify that I am fluent in both English and Spanish languages and that I am competent to translate from Spanish into English. I declare that the foregoing document is, to the best of my knowledge and belief, a complete and an accurate translation into English of the Stamps in Spanish language.

Maria T. Carrandi, Translator

Prime Language Services Inc.

Address: PO Box 240562

Apple Valley, MN 55124

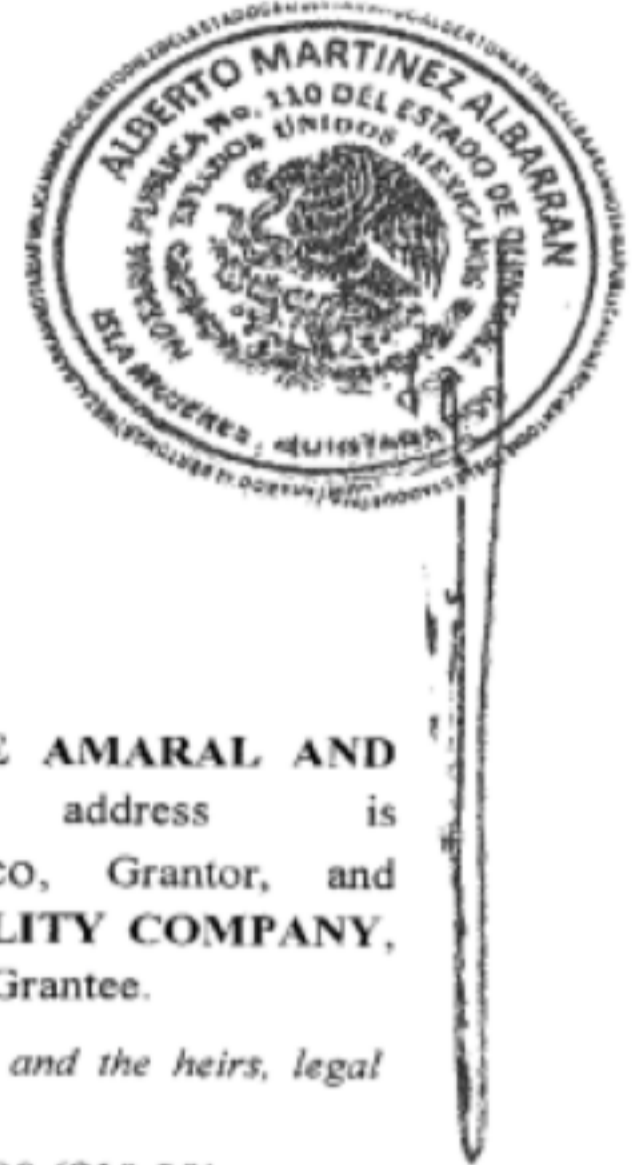
Email: order@ForeignDocumentTranslation.com

Date: February 4, 2020

Parcel Identification No: **31-2214-043-0010**

This Instrument Prepared By
and Return to:

REID SANTIAGO
INDEPENDENT TITLE OF FORT LAUDERDALE, INC.
2929 E. Commercial Blvd., Suite 605
FT. LAUDERDALE, FL 33308



QUITCLAIM DEED

This Quitclaim Deed, made this 27 day of January, 2020, between **JUCILENE AMARAL AND FLORIAN TUDOR, HUSBAND AND WIFE**, whose address is Sm-3 mz-9 Robalo , number 15, 52 A, 77500, Cancun, Quintana Roo, Mexico, Grantor, and **JUCILENE AMARAL & FLORIAN TUDOR LLC, A FLORIDA LIMITED LIABILITY COMPANY**, whose address is **400 SUNNY ISLES BLVD APT 601, SUNNY ISLES BEACH, FL 33160**, Grantee.

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

WITNESSETH, that the Grantor, for and in consideration of the sum of -----TEN & NO/100 (\$10.00)-----
-----DOLLARS, and other good and valuable consideration to Grantor in hand paid by Grantee, the receipt of which is hereby acknowledged, has granted, bargained and quitclaimed to the said Grantee and Grantee's heirs and assigns forever, the following described land, situate, lying and being in the County of MIAMI-DADE, State of Florida, to-wit:

Condominium Parcel 601, in 400 SUNNY ISLES CONDOMINIUM WEST, according to the Declaration of Condominium thereof, recorded in Official Records Book 28355, Page 1845, as modified by Second Amendment to Declaration of 400 Sunny Isles Condominium West, recorded in Official Records Book 28822, at Page 800, and as further modified by Amendment to Declaration of 400 Sunny Isles Condominium West, recorded in Official Records Book 28825, at page 3447, all of the Public Records of Miami-Dade County, Florida, and all amendments thereto, together with its undivided share in the common elements.

TO HAVE AND TO HOLD the same together with all and singular the appurtenances thereunto belonging or in anywise appertaining, and all the estate, right, title, interest, lien, equity and claim whatsoever of Grantor, either in law or equity, for the use, benefit and profit of the said Grantee forever.



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

Signed, sealed and delivered in our presence:

Jucilene BA

Witness #1 Signature

JUCILENE AMARAL

Aremi Salsgado

Witness #1 Printed Name

Florian

FLORIAN TUDOR

[Signature]
Witness #2 Signature

Rogel Chew

Witness #2 Printed Name

STATE OF Quintana Roo
COUNTY OF Bentley Green

The foregoing instrument was acknowledged before me by means of () physical presence or () online notarization, this 27 day of January, 2020, by JUCILENE AMARAL AND FLORIAN TUDOR who is personally known to me or who has produced passport as identification.

SEAL

My Commission Expires:

[Signature]

Notary Signature

Alberto Martinez Albarran

Printed Notary Signature





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Maria T. Carrandi, Translator

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Date: February 4, 2020