

THIS IS A BALLOON MORTGAGE AND THE FINAL PRINCIPAL PAYMENT OR THE PRINCIPAL BALANCE DUE UPON MATURITY IS \$160,000.00 TOGETHER WITH ACCRUED INTEREST, IF ANY, AND ALL ADVANCEMENTS MADE BY THE MORTGAGEE UNDER THE TERMS OF THIS MORTGAGE.

MORTGAGE

THIS MORTGAGE is made as of the **2nd** day of **September, 2021**, by and between, **JUAN CARLOS ROSALES ROJAS, [REDACTED]** ("Mortgagee/Lender"), and **HUGH FRANK QUINN IV** ("Mortgagor/Borrower").

In consideration of, and in order to secure the payment of, an indebtedness in the principal sum of **One Hundred and Sixty Thousand Dollars (\$160,000.00)** lawful money of the United States of America, to be paid with interest according to a Promissory Note made by Mortgagor (as Maker) to Mortgagee (as Payee) dated September 2, 2021 (the "Note"), Mortgagor hereby mortgages certain real property (the "Property") lying and being in Miami-Dade County, Florida, more particularly described as:

**CORAL WAY HEIGHTS PB 14-10 LOTS 17 & 18 BLK 2 LOT SIZE
100.000 X 140 OR 14401-2689 0190 4 COC 21995-0811 01 2004 1**

See attached Exhibit "A"

Which property is subject to the following Mortgage in favor of **JUAN CARLOS ROSALES ROJAS, [REDACTED]**

TOGETHER with all and singular the tenements hereditments, and appurtenances thereunto belonging or in anywise appertaining, and the reversion or reversions, remainder and remainders, rents, issues and profits thereof; and also all the estate, right, title, interest, property, claim and demand whatsoever of the Mortgagors, of, in and to the same and of, in and to every part and parcel thereof.

AND the Mortgagor covenant with the Mortgagee as follows:

1. Mortgagor will pay the said sum of money mentioned in the Note and the interest therein, at the time and in the manner mentioned in the Note.
2. No future advances or modifications of the subject Mortgage will be granted or made.
3. Mortgagor shall pay the Mortgage according to its terms.

4. Mortgagor shall carry casualty and liability insurance on the Property. Casualty insurance shall be in an amount of at least seventy-five (75%) percent of the insurable value of the Property, and the insurance policies shall name Mortgagee as an additional insured. Copies of all such insurance policies shall be delivered to Mortgagee within fifteen (15) days of their issuance. It is understood that this insurance is in addition to any master insurance policies held by the condominium or master associations, if any.

5. The entire indebtedness secured by this Mortgage shall become due, at the option of the Mortgagee; (a) if Mortgagors default under the First Mortgage, or default under any other encumbrance on the Property, either superior or inferior to this Mortgage; (b) after default for ten (10) days in the payment when due of principal and/or interest under the Note, or after default in payment of any tax, water rate or assessment; (c) after default in the payment of any installment of any assessment for local improvements which may now or hereafter affect the Property and may be or become payable in installments; (d) after default in the removal of any Federal tax lien on the Property; (e) upon default in the payment of any condominium or master association assessments; (f) upon default in the observance or performance of any other covenants or agreements of the Mortgagors hereunder.

6. The Mortgagor will pay all taxes, assessments, water rates, sewer rents and other charges, and any liens now or hereafter assessed or liens on or levied against the Property, or any part thereof, and, in case of default in the payment thereof when the same shall be due and payable, it shall be lawful for the Mortgagee, without notice or demand to the Mortgagors, to pay the same or any of them. The monies paid by the Mortgagee in discharge of taxes, assessments, water rates, sewer rents, and other charges and liens shall be a lien on the Property added to the amount of the Note and secured by this Mortgage, payable on demand with interest, at the rate applicable under the Note from and after maturity, from the time of payment of the same. Upon request of the Mortgagee, the Mortgagor will exhibit to the Mortgagee receipts for the payment of all items specified in this Paragraph 6 prior to the date when the same shall become delinquent.

7. Mortgagor are indefeasibly seized of the Property in fee simple, and Mortgagors have full power and lawful right to mortgage the Property. The Property is unencumbered except as herein set forth, and Mortgagors do fully warrant the title to the Property and will defend the same against the lawful claims of all persons whomsoever.

8. If the Mortgagee shall incur or expend any sums, including reasonable attorneys' fees (including attorneys' fees on appeal, if any), whether in connection with any action or proceeding or not, to sustain the lien of this Mortgage or its priority, or to protect or enforce any of its rights hereunder, or to recover any indebtedness hereby secured, all such sums shall on notice and demand be paid by the Mortgagor, together with the interest thereon at the rate applicable under the Note from and after maturity, and shall be a lien on the Property, prior to any right or title to, interest in, or claim upon, the Property subordinate to the lien of this Mortgage, and shall be deemed to be secured by

this Mortgage and evidenced by the Note; provided, however, that in any action or proceeding to foreclose this Mortgage, or to recover or collect the debt secured thereby, the provisions of law respecting the recovery of costs, disbursements, and allowances shall prevail unaffected by this covenant.

9. Mortgagor will maintain the Property in good condition and repair, will not commit or suffer any waste of the Property, and will comply with, or cause to be complied with, all statutes, ordinances, and requirements of any governmental authority relating to the Property. Mortgagors will promptly repair, restore, replace, or rebuild any part of the Property now or hereafter subject to the lien of this Mortgage, which may be damaged or destroyed by any casualty whatsoever.

10. Mortgagee shall have the right from time to time to enforce any legal or equitable remedy against the Mortgagors and to sue for any sums due under the Note and under this Mortgage, including interest and principal, and damages for thereof, taxes, or any other sums required to be paid under the terms of this Mortgage, as the same become due, without prejudice to the right of the Mortgagee thereafter to enforce any appropriate remedy against the Mortgagors including an action of foreclosure, or any other action, for a default or defaults by the Mortgagors existing at the time such earlier action was commenced.

11. Any failure by the Mortgagee to insist upon the strict performance by the Mortgagors of any of the terms and provisions hereof shall not be deemed to be a waiver of any of the terms and provisions hereof, and the Mortgagee, notwithstanding any such failure, shall have the right thereafter to insist upon the strict performance by the Mortgagors of any and all of the terms and provisions of this Mortgage to be performed by the Mortgagors.

12. The rights of Mortgagee arising under the clauses and covenants contained in this Mortgage shall be separate, distinct, and cumulative and none of them shall be in exclusion of the others and no act of the Mortgagee shall be construed as an election to proceed under any one provision herein to the exclusion of any other provision.

13. If this Mortgage be foreclosed by a proper suit and the Property be sold to satisfy a decree of foreclosure, the proceeds of such sale shall be applied as follows: first, to the expenses and costs incurred hereunder, including reasonable attorneys' fees (including attorneys' fees on appeal, any) for such services as may be necessary for the collection of said indebtedness and the foreclosure of this Mortgage. Second, to the payment of whatever sum or sums the Mortgagee may have paid or become liable to pay in carrying out the terms and stipulations of this Mortgage, together with interest thereon, and finally, to the payment and satisfaction of the Note. The balance, if any, shall, unless the court decrees otherwise, be paid into the registry of the court having jurisdiction of said foreclosure suit, to abide by the further order of said court.

14. This Mortgage is not assumable and will become immediately due and payable in full in the event of sale, lease, transfer of title, or further encumbering of the Property without the prior written consent of Mortgagee.

15. This Mortgage cannot be changed except by an agreement in writing, signed by the party against whom enforcement of the change is sought.

16. Any notice, demand, statement, request, or consent made pursuant to this Mortgage shall be in writing and shall be deemed given when actually received or when delivery is refused. Any and all notices required to be given under this Mortgage shall either be personally delivered or sent by United States certified or registered mail, return receipt requested, in a postage prepaid envelope addressed to the party at the address stated at the beginning of this instrument or at such new address of which the party shall have given notice.

17. The Note and this Mortgage are to be construed according to the laws of the State of Florida.

18. Mortgagee shall have the right to appear in and defend any action or proceeding brought with respect to the Property and to bring any action or proceeding, if reasonably necessary to protect the value of the Property, in the name of and on behalf of Mortgagors, and that Mortgagee, in its sole discretion, believes should be brought to protect its interest in the Property.

19. Mortgagor agree that no sale of the Property, no forbearance on the part Of the Mortgage, no extensions (whether oral or in writing) of the time for the payment of the Debt, and no other indulgence given by Mortgagee, whether with or without consideration, shall operate to relieve or in any manner to affect the original liability of the Mortgagor or the priority of this Mortgage or to limit, prejudice, or impair any right of the Mortgagee; notice of any such extension, indulgence or forbearance being likewise waived by Mortgagor and all those claiming by, through, and under the Mortgage.

20. If any term, covenant, or condition of this Mortgage or the Note shall be held to be invalid, illegal, or unenforceable in any respect, the Note and this Mortgage shall be construed without such provision.

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

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