



CFN 2011R0249241
 DR Bk 27657 Pgs 0569 - 572 (4pgs)
 RECORDED 04/18/2011 14:50:38
 MTG DDC TAX 182.00
 INTANG TAX 104.00
 HARVEY RUVIN, CLERK OF COURT
 MIAMI-DADE COUNTY, FLORIDA

THIS MORTGAGE DEED

Executed the 11th day of March, A.D. 2011, by **Raul Greaves**, hereinafter called the mortgagor, to **Katherine Fernandez-Rundle**, hereinafter called the mortgagee:

[Wherever used herein the terms "mortgagor" and "mortgagee" include all the parties to this instrument and the heirs, legal representatives and assigns of individuals, and the successors and assigns of corporations; and the term "note" includes all the notes herein described if more than one.]

WITNESSETH, that for good and valuable considerations, and also in consideration of the aggregate sum named in the promissory note of even date herewith, hereinafter described, the mortgagor hereby grants, bargains, sells, aliens, remises, conveys and confirms unto the mortgagee all the certain land of which the mortgagor is now seized and in possession situate in MIAMI-DADE County, Florida, viz:

Condominium Unit 12903, Building D, GERONIMO WAREHOUSE PARK, together with an undivided interest in the common elements, according to the Declaration of Condominium thereof recorded in Official Records Book 21040, Page 3952, as amended from time to time, of the Public Records of Miami-Dade County, Florida.

THERE SHALL BE A SEVENTY FIVE DOLLAR (\$75.00) LATE CHARGE ASSESSED FOR ANY MONTHLY PAYMENT RECEIVED LATER THAN TEN (10) DAYS FROM THE REGULARLY SCHEDULED DUE DATE OF EACH PAYMENT.

THIS MORTGAGE MAY NOT BE ASSUMED BY ANY SUBSEQUENT PURCHASER. IN THE EVENT OF SALE, TRANSFER OR CONVEYANCE BY MORTGAGOR, THE MORTGAGEE MAY ACCELERATE PURSUANT TO THE TERMS OF THIS MORTGAGE AND DECLARE ALL SUMS DUE UNDER THE NOTE TO BE DUE AND PAYABLE.

MORTGAGOR SHALL PROVIDE PROOF OF PAID TAXES AND INSURANCE BY JANUARY 31 OF EACH YEAR TO MORTGAGEE.

TO HAVE AND TO HOLD the same, together with the tenements, hereditaments and appurtenances thereto belonging, and the rents, issues and profits thereof, unto the mortgagee, in fee simple.

AND the mortgagor covenants with the mortgagee that the mortgagor is indefeasibly seized of said land in fee simple; that the mortgagor has good right and lawful authority to convey said land as aforesaid; that the mortgagor will make such further assurances to perfect the fee simple title to said land in the mortgagee as may reasonably be required; that the mortgagor hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free and clear of all encumbrances.

PROVIDED ALWAYS, that if said mortgagor shall pay unto said mortgagee the certain promissory note hereinafter substantially copied or identified, to wit:

See Attached "Exhibit A"

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and shall perform, comply with and abide by each and every the agreements, stipulations, conditions and covenants thereof, and of this mortgage, then this mortgage and the estate hereby created, shall cease, determine and be null and void.

AND the mortgagor hereby further covenants and agrees to pay promptly when due the principal and interest and other sums of money provided for in said note and this mortgage, or either; to pay all and singular the taxes, assessments, levies, liabilities, obligations, and encumbrances of every nature on said property; to permit, commit or suffer no waste, impairment or deterioration of said land or the improvements thereon at any time; to keep the buildings now or hereafter on said land fully insured in a sum of not less than the highest insurable value in a company or companies acceptable to the mortgagee, the policy or policies to be held by, and payable to, said mortgagee, and in the event any sum of money becomes payable by virtue of such insurance the mortgagee shall have the right to receive and apply the same to the indebtedness hereby secured, accounting to the mortgagor for any surplus; to pay all costs, charges, and expenses, including lawyer's fees and title searches, reasonably incurred or paid by the mortgagee because of the failure of the mortgagor to promptly and fully comply with the agreements, stipulations, conditions and covenants of said note and this mortgage, or either; to perform comply with and abide by each and every the agreements, stipulations, conditions and covenants set forth in said note and this mortgage or either. In the event the mortgagor fails to pay when due any tax, assessment, insurance premium or other sum of money payable by virtue of said note and this mortgage, or either, the mortgagee may pay the same, without waiving or affecting the option to foreclose or any other right hereunder, and all such payments shall bear interest from date thereof at the highest lawful rate then allowed by the laws of the State of Florida.

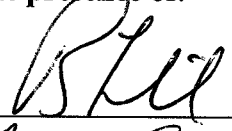
IF any sum of money herein referred to be not promptly paid within 15 days next after the same becomes due, or if each and every the agreements, stipulations, conditions and covenants of said note and this mortgage, or either, are not fully performed, complied with and abided by, then the entire sum mentioned in said note, and this mortgage, or the entire balance unpaid thereon, shall

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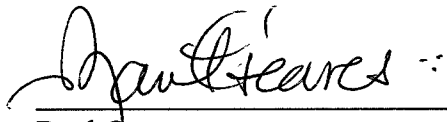
forthwith or thereafter, at the option of the mortgagee, become and be due and payable, anything in said note or herein to the contrary notwithstanding. Failure by the mortgagee to exercise any of the rights or options herein provided shall not constitute a waiver of any rights or options under said note or this mortgage accrued or thereafter accruing.

IN WITNESS WHEREOF, the said mortgagor has hereunto signed and sealed these presents the day and year first above written.

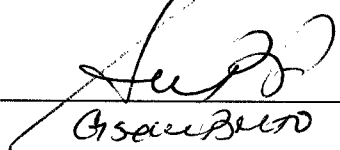
**Signed, sealed and delivered
in the presence of:**



Bruce Lamchick



Raul Greaves



Gisele Breto

**STATE OF FLORIDA:
COUNTY OF MIAMI-DADE:**

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, personally appeared Raul Greaves, to me known to be the person(s) described in and who executed the foregoing instrument and he acknowledged before me that he executed the same and produced his Florida Driver's Licenses as identification.


WITNESS my hand and official seal in the County and State last aforesaid this 11th day of March, A.D., 2011.



**NOTARY PUBLIC
STATE OF FLORIDA
MY COMMISSION EXPIRES:**

This Instrument Prepared by:

BRUCE LAMCHICK, ESQUIRE
9200 S. Dadeland Boulevard
Suite 518
Miami, Florida 33156
(305) 670-4455

 **GISELLE BRETO**
MY COMMISSION # DD 930816
EXPIRES: November 20, 2013
Bonded Thru Budget Notary Services

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MORTGAGE NOTE

March 11, 2011
\$52,000.00
Miami, Florida

For value received, the undersigned promises to pay to the order of:

Katherine Fernandez-Rundle

the principal sum of **FIFTY TWO THOUSAND DOLLARS AND NO/100** (\$52,000.00) together with interest thereon at the rate of **12.0 percent** per annum from this date until maturity, both principal and interest being payable in Lawful Money of the United States, such principal sum and interest payable as follows:


Monthly payments of interest only in the amount of \$520.00 per month commencing May 1, 2011 and the 1st day of each and every month thereafter for thirty six (36) consecutive payments. On April 1, 2014, the total principal amount due together with accrued interest shall be due and payable.

There shall be a prepayment penalty for payment of this note within the first year. The penalty shall be equal to the remaining interest due for the first year. After the first year, this note may be prepaid without penalty.

There shall be a seventy five dollar (\$75.00) late charge assessed for any monthly payment received later than ten (10) days from the regularly scheduled due date of each payment.

Such installment payments shall be applied first to the interest accruing under the terms of this note and then to a reduction of the principal indebtedness. If any of the installments of principal or interest is not paid within 15 days of its due date, or upon any default in the performance of any of the covenants or agreements of this note, or of any instruments now or hereafter evidencing or securing this note or the obligation represented hereby, the whole indebtedness (including principal and interest) remaining unpaid, shall, at the option of the holder, become immediately due, payable and collectible, and while in default, shall bear the highest rate allowable under the laws of the State of Florida. Each maker and endorser waives demand, notice of non-payment and protest, and in the event suit shall be brought for the collection hereof, or the same has to be collected upon demand of an attorney, to pay reasonable attorney's fees for making such collection, whether suit be brought or not. This note with interest is secured by a mortgage on real estate, of even date herewith, made by the maker hereof in favor of the said payee, and shall be construed and enforced according to the laws of the State of Florida.

Payable to:
Katherine Fernandez-Rundle
2000 S. Bayshore Drive, Unit 37
Miami, Florida 33133



Raul Greaves