

NATIONAL TITLE AND ABSTRACT COMPANY

711 N.W. 23rd AVENUE, SUITE 101
P.O. BOX 351166
MIAMI, FLORIDA 33125
TELEPHONE: (305) 642-6220

PROPERTY INFORMATION REPORT



ORDER DATE: May 1, 2025

TDA-250189

FOLIO NO.: 30-1234-051-0041

PROPERTY ADDRESS: N/A

LEGAL DESCRIPTION IN MIAMI-DADE COUNTY, FLORIDA:

W1/2 Lot 4, Block 1, CHARGOLD ESTS, Plat Book 99, Page 35, Miami-Dade County, FL

APPLICANT: 1142521

RECORDS THROUGH: 04/22/2025

APPARENT TITLE HOLDER & ADDRESS ON DEED:
33156-1873

2611 NE 209 LLC
2600 N.E. 209TH STREET
MIAMI FL 33180

VENDEE OF RECORDED CONTRACT FOR DEED

NONE

MORTGAGEE & ADDRESS OF RECORDS:
33156-1879

A SEARCH OF OUR RECORDS REVEALED THAT
JADE INVESTMENT GROUP, L.L.C. IS INACTIVE ON
SUNBIZ.

JADE INVESTMENT GROUP, L.L.C.
20600 N.E. 209TH STREET
MIAMI FL 33180

LIEN HOLDERS & ADDRESS OF RECORD:

NONE

SEARCH BY: JS

NATIONAL TITLE AND ABSTRACT
COMPANY

25-113828

Page 1

Amounts displayed are not final; please call the office for further information.

Search > Account Summary > Bill Details

Real Estate Account #30-1234-051-0041

Owner: 2611 NE 209 LLC Situs: (unknown) Parcel details Property Appraiser



Get bills by email

2024 Annual Bill

MIAMI-DADE OFFICE OF THE TAX COLLECTOR

Notice of Ad Valorem Taxes and Non-ad Valorem Assessments

BILL	ESCROW CODE	MILLAGE CODE	AMOUNT DUE	
2024 Annual Bill	—	3000	\$3,461.97	3 items, Total due: \$8,592.88
				Add All To Cart

Tax Deed Application #250189
Date 04/14/2025
Bidder 1142521

If received by: Tax Deed (see 2022)

Please pay:

Combined taxes and assessments: \$3,282.34

Mail payments payable to:
Miami-Dade Office of the Tax Collector
200 NW 2nd Avenue, Miami, FL 33128
(In U.S. funds from a U.S. Bank)
Funds must be available for immediate withdrawal.

Ad Valorem Taxes

TAXING AUTHORITY	MILLAGE	ASSESSED	EXEMPTION	TAXABLE	TAX
Miami-Dade School Board					
School Board Operating	5.46800	\$232,317.00	\$0.00	\$232,317.00	\$1,270.31
School Board Debt Service	0.13400	\$232,317.00	\$0.00	\$232,317.00	\$31.13
Voted School Operating	1.00000	\$232,317.00	\$0.00	\$232,317.00	\$232.32
State And Other					
Florida Inland Navigation District	0.02880	\$168,998.00	\$0.00	\$168,998.00	\$4.87
South Florida Water Management District	0.09480	\$168,998.00	\$0.00	\$168,998.00	\$16.02
Okeechobee Basin	0.10260	\$168,998.00	\$0.00	\$168,998.00	\$17.34
Everglades Construction Project	0.03270	\$168,998.00	\$0.00	\$168,998.00	\$5.53
Childrens Trust Authority	0.50000	\$168,998.00	\$0.00	\$168,998.00	\$84.50
Miami-Dade County					
County Wide Operating	4.57400	\$168,998.00	\$0.00	\$168,998.00	\$773.00

County Wide Operating	0.000000	\$168,998.00	\$0.00	\$168,998.00	\$72.18
County Wide Debt Service	0.42710	\$168,998.00	\$0.00	\$168,998.00	\$72.18
Unincorporated Operating	1.90900	\$168,998.00	\$0.00	\$168,998.00	\$322.62
Library District	0.28120	\$168,998.00	\$0.00	\$168,998.00	\$47.52
Fire Rescue Operating	2.39650	\$168,998.00	\$0.00	\$168,998.00	\$405.00
Total Ad Valorem Taxes	16.94870				\$3,282.34

Non-Ad Valorem Assessments

LEVYING AUTHORITY	RATE	AMOUNT
No Non-Ad Valorem Assessments.		

Parcel Details

Owner:	2611 NE 209 LLC	Account	30-1234-051-0041	Assessed value:	\$168,998
Situs:	(unknown)	Millage code	3000 - UNINCORPORATED DADE COUNTY	School assessed value:	\$232,317
		Millage rate	16.94870		
2024 TAX AMOUNTS		LEGAL DESCRIPTION		LOCATION	
Ad valorem:	\$3,282.34	CHARGOLD ESTS PB 99-35 W1/2 LOT 4 BLK 1 PER W/P #21439 LOT SIZE 37.500		Range:	42E
Non-ad valorem:	\$0.00	X 124 F/A/U 30 1234 051 0040 OR 19279-1392 0800 4 COC 23950-4580 11		Township:	51S
Total	\$3,282.34	2005 2		Section:	34
Discountable:		View Less		Block:	41
Total tax:	\$3,282.34			Use code:	0081

Tax Deed Application #250189

This parcel has an applied deed application spanning 2022, 2023, and 2024.

Applicant:	Bidder number 1142521 FIG 20, LLC FBO SEC PTY PO BOX 12225 NEWARK, NJ 07101-3411
Application date:	04/14/2025

Miami-Dade Office of the Tax Collector
200 NW 2nd Avenue, Miami, FL 33128

Prepared by and Return to:
Bruce J. Smoler, Esq.
Smoler & Associates, P.A.
2611 Hollywood Boulevard
Hollywood, Florida 33020

Folio No.: 30-1234-051-0040

Property Address: **2611 N.E. 209th Street**
Miami, Florida 33180

[Space Above This Line For Recording Data]

Warranty Deed

This Warranty Deed made this 15th day of April, 2022 between **JADE INVESTMENT GROUP, L.L.C.**, a Florida limited liability company, whose post office address is 560 Broadway, Long Branch, New Jersey 07740 ("Grantor") and **2611 NE 209 LLC, a Delaware limited liability company**, whose post office address is 2600 N.E. 209th Street, Miami, Florida 33180 ("Grantee").

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

Witnesseth, that said grantor, for and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable considerations to said grantor in hand paid by said grantee, the receipt whereof is hereby acknowledged, has granted, bargained, and sold to the said grantee, and grantee's heirs and assigns forever, the following described land, situate, lying and being in **Miami-Dade County, Florida** to-wit:

SEE EXHIBIT "A" ATTACHED HERETO

Together with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

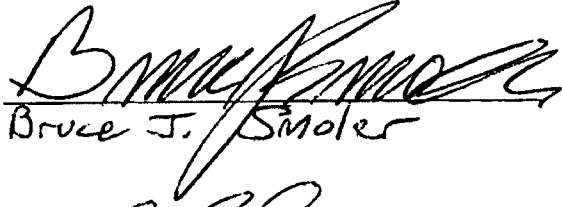
To Have and to Hold, the same in fee simple forever.

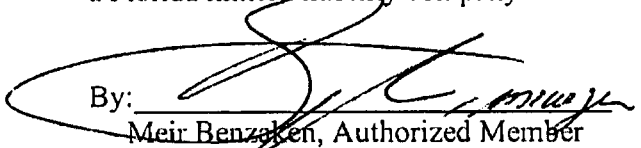
And the grantor hereby covenants with said grantee that the grantor is lawfully seized of said land in fee simple; that the grantor has good right and lawful authority to sell and convey said land; that the grantor hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances, except taxes accruing subsequent to **December 31, 2021**.

In Witness Whereof, Grantor has hereunto set Grantor's hand and seal the day and year first above written.

Signed, sealed and delivered in our presence:

JADE INVESTMENT GROUP, L.L.C.,
a Florida limited liability company


Bruce J. Smoler

By: 
Meir Benzaken, Authorized Member


Shlomo Simhon

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 15th day of April, 2022 by ☒ physical presence; or ☐ online notary, by Meir Benzaken, Authorized Member of Jade Investment Group, L.L.C., a Florida limited liability company. He is ☒ personally known to me or [] has produced a driver's license as identification.

[Notary Seal]



Bruce J. Smoler
NOTARY PUBLIC
STATE OF FLORIDA
Comm# GG982342
Expires 4/27/2024


Notary Public

Printed Name: Bruce J. Smoler

My Commission
Expires:

Exhibit "A"
Property Description

Property 1:

Parcel 1:

East 1/2 of Lot 4, Block 1 of CHARGOLD ESTATES, according to the Plat thereof as recorded in Plat Book 99, Page 35, of the Public Records of Miami-Dade County, Florida.

Parcel 2:

West 1/2 of Lot 4, Block 1 of CHARGOLD ESTATES, according to the Plat thereof as recorded in Plat Book 99, Page 35, of the Public Records of Miami-Dade County, Florida.

Property 2:

Prepared by and Return to:
Bruce J. Smoler, Esq.
Smoler & Associates, P.A.
2611 Hollywood Boulevard
Hollywood, Florida 33020

THIS IS A BALLOON MORTGAGE SECURING A FIXED RATE OBLIGATION. THE FINAL PRINCIPAL PAYMENT OR THE PRINCIPAL BALANCE DUE UPON MATURITY WOULD BE APPROXIMATELY \$150,000.00 TOGETHER WITH ACCRUED INTEREST, IF ANY, AND ALL ADVANCEMENTS MADE BY THE MORTGAGEE UNDER THE TERMS OF THIS MORTGAGE.

MORTGAGE AND SECURITY AGREEMENT

THIS MORTGAGE is executed as of the 15 day of April, 2022, at Miami-Dade County, Florida by 2611 NE 209 LLC, a Delaware limited liability company (hereinafter, "Mortgagor", which term shall include its successors, heirs, legal representatives and permitted assigns), whose address is , Florida 33026 and JADE INVESTMENT GROUP, L.L.C., a Florida limited liability company (hereinafter collectively, "Mortgagee", which term shall include its successors, legal representatives and assigns), whose address is 20600 N.E. 209th Street, Miami, Florida 33180.

WITNESSETH:

For payment of the sum of Ten and 00/100 (\$10.00) Dollars and other good and valuable consideration and to provide additional collateral to secure the payment of the sums of money due pursuant to a Promissory Note (hereinafter collectively, the "Note") in the amount of ONE HUNDRED FIFTY THOUSAND AND 00/100 (\$150,000.00) DOLLARS from Mortgagor to Mortgagee of even date herewith, together with interest thereon, and all other sums of money secured hereby as hereinafter provided, Mortgagor does hereby grant, mortgage, transfer and set over to Mortgagee all of Mortgagor's right, title and interest in and to the following (hereafter collectively referred to as the "Mortgaged Property"):

(A) All of Mortgagor's rights and interests in and to the real property legally described as follows:

SEE EXHIBIT "A" ATTACHED HERETO AND INCORPORATED HEREIN

(the "Real Property"); and

(B) All buildings, structures, and improvements of every nature whatsoever now or hereafter situated on the said Real Property, and all furniture, furnishings, fixtures, machinery, equipment, inventory, and materials on site, and personal property of every nature whatsoever now or hereafter owned by the Mortgagor and located in, on or used or intended to be used in connection with the operation of said Real Property, buildings, structures, or other improvements, including all extensions, additions, improvements, betterments, renewals and replacements to any of the foregoing (the "Improvements"), and all casualty insurance proceeds, condemnation awards and rents to be derived from the Improvements and the real property; and all of the right, title and interest of the Mortgagor in any such personal property or fixtures subject to a conditional sales contract, chattel mortgage or similar lien or claim together with the benefit of any deposits or payments now or hereafter made by the Mortgagor or on its behalf; and

Together with all and singular the tenements, hereditaments, easements and appurtenances thereunto belonging, or in any wise appertaining, and the rents, issues, and profits thereof, and also all the estate, right, title, interest and all claims and demands whatsoever, as well in law as in equity, of the Debtor in and to the same, and every part and parcel thereof, and also specifically but not by way of limitation all gas and electric fixtures, radiators, heaters, water pumps, air conditioning equipment, machinery, boilers, ranges, elevators and motors, bath tubs, sinks, water closets, water basins, pipes, faucets, and other plumbing and heating fixtures, mantels, refrigerating plants and ice boxes, window screens, screen doors, venetian blinds, cornices, storm shutters and awnings, which are now or may hereafter pertain to or be used with, in or on said premises, even though they be detached or detachable, are and shall be deemed to be fixtures and accessories to the freehold and a part of the realty; and

(C) All riparian rights, leases, rents, deposits, profits, licenses and permits in any way relating to the Real Property and the Improvements.

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

The conditions of this Mortgage are that if Mortgagor shall well and truly pay to Mortgagee the indebtedness evidenced by the Note, together with any future advance or note hereafter executed by Mortgagor in accordance with Paragraph 13 of this Mortgage and secured by the lien of this Mortgage, together with interest as therein stated, and shall perform, comply with and abide by each and every stipulation, agreement, condition and covenant contained and set forth in this Mortgage, the Note and all other documents executed or delivered in connection herewith or therewith (the "Loan Documents"), then this Mortgage and the estate hereby created shall cease and be null and void, otherwise to remain in full force and effect.

Mortgagor hereby warrants to Mortgagee that it is indefeasibly seized with the absolute and fee simple title to the Mortgaged Property, that this conveyance constitutes a first mortgage on all of the Mortgaged Property, and that it will defend the same against the lawful claims and demands of all persons whomsoever.

This Mortgage and Security Agreement shall secure the payment of one (1) promissory note (the "Note") of even date herewith in the amount of ONE HUNDRED FIFTY THOUSAND AND 00/100 (\$150,000.00) DOLLARS. Default in the payment of the Note shall constitute a default of this Mortgage.

This Mortgage may be paid or prepaid in full or in part at any time without penalty.

Mortgagor and Mortgagee further covenant and agree as follows:

1. Mortgagor will promptly pay when due the amounts due under the Note and perform, comply with and abide by each and every stipulation, agreement, condition and covenant contained in the Note, this Mortgage and the Loan Documents. A late charge equal to five percent (5%) of the payment then due shall be imposed on any payment due under any of the Loan Documents not made within ten (10) days of the due date to compensate Mortgagee for the additional costs, including but not limited to increased administrative costs, costs for additional bookkeeping entries, collection activity and other similar items incurred as a result of the late payment. Mortgagor recognizes that the exact amount of additional costs which will be incurred by Mortgagee are difficult to calculate and the late charge provided for hereunder represents a reasonable estimate of those probable costs. In no event shall this provision waive Mortgagee's right to declare a default and accelerate and demand immediate payment of all of the outstanding principal balance for any payment not made within ten (10) days of the due date for said payment.

2. (a) Mortgagor will pay all governmental taxes, encumbrances and other assessments, levies or liens now or hereafter levied or imposed upon or against the Mortgaged Property prior to such taxes, assessments and liens becoming delinquent and will furnish Mortgagee with paid receipts therefor. If the same or any part thereof are not paid prior to becoming delinquent, Mortgagee may, at its option, pay same without waiving or affecting Mortgagee's option to foreclose this Mortgage, or any other right of Mortgagee hereunder.

(b) In the event of a default in the payment of property taxes, Mortgagor may demand Mortgagee to pay to Mortgagor, on the first day of each calendar month, a sum equal to one-twelfth (1/12) of the annual amounts necessary to pay all taxes and assessments against the said Mortgaged Property, together with the premiums for the insurance required by this Mortgage and the Loan Documents, said monthly sum to be estimated by Mortgagee and calculated based upon an annual amount not less than the amount of taxes assessed against the Mortgaged Property for the previous year and the amount of insurance premiums for the required insurance.

(c) After first giving written notice of its intention to do so to Mortgagee, Mortgagor may, at its expense, contest in good faith any such levy, tax, assessment or other charge levied or imposed against the Mortgaged Property and, in such event, may permit the items so contested to remain undischarged and unsatisfied during the period of such contest and any appeal therefrom unless Mortgagee shall notify Mortgagor in writing that non-payment of any such items will cause the lien or priority of this Mortgage to be materially endangered or the Mortgaged Property or any part thereof will be subject to loss or forfeiture, in which event Mortgagor shall

promptly pay or bond and cause to be satisfied or discharged all such unpaid items or furnish, at Mortgagor's expense, indemnity satisfactory to Mortgagee.

3. In the event Mortgagor fails to timely pay principal or interest in the manner provided for in the Note on or before the date when due, or fails to fully and promptly perform any other obligation under this Mortgage, the Note or the Loan Documents, or to otherwise execute, comply with and abide by each and every one of the covenants, conditions or stipulations of this Mortgage, the Note or the Loan Documents, Mortgagor shall be deemed to be in default and all of the outstanding principal and interest due under the Note and any and all sums mentioned herein or secured hereby shall, at Mortgagee's option, become immediately due and payable. Notwithstanding the foregoing, Mortgagee shall provide Mortgagor thirty (30) day written notice of any non-monetary default. Mortgagee shall cure all non-monetary defaults within the thirty (30) days following receipt of such notice.

4. In the event of a suit being instituted to foreclose this Mortgage, Mortgagee shall be entitled to apply at any time after the commencement of such suit to the court having jurisdiction thereof for the appointment of a receiver of all the Mortgaged Property, and of all rents, income, profits, issues and revenues thereof, from whatsoever source derived. Mortgagor agrees that the court shall forthwith appoint such receiver with the usual powers and duties of receivers in like cases and that said appointment shall be made by the court as a matter of strict right of the Mortgagee, without reference to the adequacy of the value of the Mortgaged Property, or the solvency of Mortgagor or any other party defendant to such suit. Mortgagor hereby waives the right to object to the appointment of a receiver and consents that such appointment shall be made as an admitted equity of the Mortgagee.

5. Mortgagor will, at its expense, obtain and maintain the following insurance coverage during such time as there are any sums due by Mortgagor to Mortgagee under the Loan Documents:

(a) broad form public liability insurance for loss of life and personal injury arising out of any one occurrence, and for loss of life or personal injury to any one person and for property damage, in amounts reasonably satisfactory to Mortgagee; and

(b) an all risks form of casualty insurance insuring the Improvements against loss or damage by fire, storm and all other perils for no less than their full replacement cost; and

(c) if the Mortgaged Property is in a flood zone, flood insurance covering the Improvements for an amount equal to the lesser of (i) the outstanding principal balance under the Note, or (ii) the maximum coverage available for the Improvements under the National Flood Insurance Program. All such policies shall specifically name Mortgagee as an additional insured, shall be with such companies, on such forms and with such deductibles as Mortgagee may require and shall each contain an endorsement by the insurer agreeing to not cancel or materially alter any such policy without thirty (30) days prior written notice to Mortgagee. Copies of the initial and renewal policies and original certificates shall be furnished to Mortgagee and such policies shall

have affixed thereto a Standard New York Mortgagee Clause making all proceeds under such policies payable to the Mortgagor and Mortgagee, as their interests may appear. In the event the Improvements are destroyed or damaged by fire or other casualty, any insurance proceeds shall be paid to the Mortgagee. Mortgagee shall have the option to apply the same on account of the indebtedness secured hereby or to permit the Mortgagor to use all or any portion thereof, for the purpose of reconstructing and repairing the Improvements, without thereby waiving or impairing any equity, lien or right under or by virtue of this Mortgage. If Mortgagor fails to furnish the insurance required hereunder, Mortgagee may place and pay for such insurance, or any part thereof, without losing, waiving or affecting Mortgagee's option to foreclose for breach of this covenant or any right or option under this Mortgage.

6. Mortgagor will not permit or commit any waste to the Mortgaged Property and will at all times maintain the Mortgaged Property in a state of good repair and condition and will not do or permit anything to be done to the Mortgaged Property that will alter or change the use and character of said property or impair or weaken the security of this Mortgage. In case of the refusal, neglect or inability of the Mortgagor to repair and maintain the Mortgaged Property, Mortgagee may, at its option, make such repairs or cause the same to be made and advance funds for such purpose, which sums shall be secured by the lien hereof.

7. No waiver of any covenant contained in the Note, this Mortgage, the Loan Documents or in any other instrument securing payment of the Note shall at any time be held to be a waiver of any of the other terms of this Mortgage, the Note or the Loan Documents, or a future waiver of the same covenant.

8. In order to accelerate the maturity of the indebtedness secured hereby because of Mortgagor's failure to pay any governmental tax, assessment, liability, obligation or encumbrance upon the Mortgaged Property, or any other payment required to be paid by the Mortgagor pursuant to this Mortgage or the Loan Documents, it shall not be necessary or required that Mortgagee first pay same.

9. Mortgagor shall not further mortgage or encumber all or any portion of the Mortgaged Property or sell, convey or assign same or any part thereof without Mortgagee's prior written consent, which consent may be arbitrarily withheld. Without in any way limiting the generality of this paragraph, any transaction (i) conveying any interest in the Mortgaged Property pursuant to an agreement for deed, or (ii) resulting in a transfer of any of the corporate stock of a corporate Mortgagor, shall constitute a conveyance pursuant to this paragraph and give rise to all rights of the Mortgagee contained in this paragraph.

10. If any mechanic's, materialman's, laborer's or any other lien or claim is filed against all or any portion of the Mortgaged Property or if any proceedings are instituted against all or any portion of the Mortgaged Property upon any lien or claim of any nature whatsoever, regardless of whether such lien or claim is junior or superior to the lien of this Mortgage, Mortgagee may declare a default and accelerate and demand immediate payment of all sums due under the Note unless Mortgagor shall remove such lien or satisfy such claim by payment or by transferring same to a bond issued by a surety company acceptable to Mortgagee within thirty (30) days after the filing of

such lien or the institution of such claim.

11. In the event Mortgagor shall (i) consent to the appointment of a receiver, trustee or liquidator of all or a substantial part of their assets, or (ii) file a voluntary petition in bankruptcy, or admit in writing their inability to pay their debts as they become due, or (iii) make a general assignment for the benefit of creditors, or (iv) file a petition or answer seeking reorganization or arrangement with creditors, or to take advantage of any insolvency law, or (v) file an answer admitting the material allegations of a petition filed against any of them in any bankruptcy, reorganization or insolvency proceeding, or (vi) action shall be taken by any of them for the purpose of effecting any of the foregoing, or (vii) any order, judgment or decree is entered upon the application of a creditor of any of them by a court of competent jurisdiction approving a petition seeking appointment of a receiver or trustee of all or a substantial part of the assets of any of them, or declaring any one of them bankrupt or insolvent, then upon the occurrence of any of such events, Mortgagee may accelerate and declare the Note secured hereby immediately due and payable, whereupon all the unpaid principal of and accrued interest on the Note and all other sums hereby secured shall become immediately due and payable.

12. Mortgagee or any of its agents shall have the right to enter upon and inspect the Mortgaged Property at all reasonable times after reasonable notice.

13. Any sum or sums which may be loaned or advanced by Mortgagee to Mortgagor at any time within twenty (20) years from the date of this Mortgage, together with interest thereon at the rate agreed upon at the time of such loan or advance, shall be equally secured with and have the same priority as to original indebtedness and be subject to all the terms and provisions of this Mortgage. The aggregate amount of principal outstanding at any time and secured by this Mortgage shall not exceed two hundred percent (200%) of the original principal amount of the Note secured hereby.

14. Upon Mortgagee's request, Mortgagor will furnish a written statement of the amount owing on the obligation which this Mortgage secures and therein state whether or not it claims any defaults, defenses or offsets thereto. Additionally, Mortgagor agrees to furnish Mortgagee current financial statements within ten (10) days following the request for same by Mortgagee, during the term of the Note.

15. Nothing herein contained, nor any instrument or transaction related hereto, shall be construed or so operate as to require the Mortgagor, or any person liable for the payment of the loan made pursuant to the Note and Loan Documents secured by this Mortgage, to pay interest in an amount or at a rate greater than the maximum allowed by law. Should any interest or other charges paid by the Mortgagor, or any parties liable for the payment of the Note secured by this Mortgage, result in the computation or earning of interest in excess of the maximum rate of interest which is permitted under law, then any and all such excess shall be and the same is hereby waived by the Mortgagee, and all such excess shall be automatically credited against and in reduction of the principal balance, and any portion of said excess which exceeds the principal balance shall be paid by the Mortgagee to the Mortgagor and any parties liable for the payment of the Note secured by this Mortgage, it being the intent of the parties hereto that under no circumstances shall the Mortgagor,

or any parties liable for the payment of the Note secured hereby, be required to pay interest in excess of the maximum rate allowed by law.

16. If all or any material portion of the Mortgaged Property is damaged or taken through the exercise of the power of eminent domain (which term when used in this Mortgage shall include any transfer by private sale in lieu thereof), the entire indebtedness secured hereby shall become immediately due and payable and the entire proceeds of Mortgagor's award shall be paid to Mortgagee and applied by it towards the payment of the sums secured hereby with the remaining balance, if any, to be paid over to Mortgagor. Mortgagee is hereby authorized, at its option, to commence, appear and prosecute, in its own or the Mortgagor's name, any action or proceeding relating to any condemnation, and to settle or compromise any claim in connection therewith. All such compensation, awards, damages, claims, rights of action and proceeds, and the right thereto are hereby assigned by the Mortgagor to the Mortgagee, and Mortgagor agrees to execute such further assignments of any compensation, awards, damages, claims, rights of action and proceeds as Mortgagee may require.

17. This Mortgage shall also be construed and shall operate as a security agreement under the State of Florida Uniform Commercial Code.

18. To further secure payment of Mortgagor's indebtedness to Mortgagee, Mortgagor does hereby collaterally assign, transfer and set over to Mortgagee all of the rents, issues and profits of the Mortgaged Property. Although this is a presently effective assignment, it shall become operative only upon any uncured noncompliance by Mortgagor under the terms of this Mortgage, the Note or the Loan Documents, and the Mortgagee shall thereafter have the right to enter upon the Mortgaged Property and collect the same directly from the persons in possession.

19. Time is of the essence to this Mortgage and all the provisions hereof.

20. In the event any legal action is commenced to enforce the provisions of this Mortgage or as a result of the relationship created hereby, the prevailing party shall be entitled to recover all attorneys' fees, costs, charges and expenses incurred or paid by it at both trial and all appellate levels.

21. All rights and remedies granted to Mortgagee herein shall be in addition to and not in lieu of any rights and remedies provided to mortgagees by law or statute, and the invalidity of any right or remedy herein provided by reason of its conflicts with applicable law or statute shall not affect any other valid right or remedy afforded to Mortgagee by any provision hereof or by applicable law.

22. To the extent of the indebtedness of the Mortgagor to the Mortgagee as described herein and secured hereby, the Mortgagee is subrogated to the lien or liens and to the rights of the owners and holders of each and every mortgage, lien or other encumbrance on the Mortgaged Property or any part thereof which is paid or satisfied, in whole or in part, out of the proceeds of the Note. The respective liens of said mortgages, liens or other encumbrances shall be

preserved and shall pass to and be held by the Mortgagee as security for the indebtedness described herein or secured hereby, to the same extent that it would have been preserved and would have been passed to and held by the Mortgagee had it been duly and regularly assigned to the Mortgagee by separate assignment, notwithstanding the fact that the same may be satisfied and cancelled of record, it being the intention of the parties that the same will be satisfied and cancelled of record by the holder thereof at or about the time of the recording of this Mortgage.

23. Mortgagor warrants and represents that it has no knowledge of any violations of any type or manner of any law, ordinance, orders, requirements or regulations imposed on or affecting the Mortgaged Property, that Mortgagor shall not permit any such violation to be created or to exist and that Mortgagor has not received notice of any such violation from any municipal, county, federal or state government or agency thereof. In the event that Mortgagor receives any notice of any such violation from any governmental body or agency thereof, Mortgagor agrees to immediately give notice thereof to Mortgagee, and to take all necessary or appropriate actions to cure or otherwise resolve such violation within thirty (30) days after receipt by Mortgagee of the notice of violation. In the event any such violation is not cured or otherwise resolved within said fifteen (15) day period, the Mortgagee may declare the Note hereby secured forthwith due and payable, whereupon the principal of and the interest accrued on the Note and all other sums hereby secured shall become forthwith due and payable.

24. Intentionally Omitted.

25. In case of any material damage to or destruction of all or any part of the Mortgaged Property, Mortgagor shall give prompt notice thereof to Mortgagee. In case of a taking or proposed taking of all or any part of the Mortgaged Property or any right therein by eminent domain, the party upon which notice of such taking is served shall give prompt notice to the other. Each such notice shall generally described the nature and extent of such damage, destruction, taking, loss, proceedings or negotiations.

26. (a) This Mortgage further secures all costs, fees, charges and expenses of every kind, including the cost of an examination of title to the Real Property, in connection with any suit for the foreclosure of this Mortgage, and reasonable attorneys' fees incurred or expended at any time by the Mortgagee because of the failure of Mortgagor to perform, comply with and abide by the covenants, conditions and stipulations of the Note, this Mortgage or the Loan Documents.

(b) If Mortgagor fails to comply with any provision of this Mortgage, the Note or the Loan Documents and Mortgagee expends any money in obtaining the performance or satisfaction of such requirement, then all such sums shall bear interest from the date of disbursement by Mortgagee at the highest rate permitted by law and, if no such rate is specified, then at the rate of eighteen percent (18%) per annum.

27. This Mortgage shall be governed and construed under the laws of the State of Florida.

28. Mortgagor agrees:

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

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

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

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

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

(f) That any sums advanced by Mortgagee in curing said defaults shall be included as part of the debt of the Mortgagor and shall be secured by this Mortgage and shall become immediately due and payable upon advancement.

(g) The Mortgagor covenants and agrees not to enter into any agreement with the holder of any such mortgage, whether junior or senior to the lien of this Mortgage, modifying or amending any of the provisions dealing with payment of principal or interest under any such mortgage without the prior written consent of the Mortgagee.

(h) The Mortgagor covenants and agrees that no further advances shall be made under the provisions for future advances, if any, under any such mortgage, or, in the alternative, Mortgagors covenant and agree that any advances made to them under any such mortgage shall be applied to reduce the balance under this Mortgage.

29. Mortgagor further warrants to Mortgagee that, to the best of its knowledge, the Mortgaged Property has not in the past and is not presently being used for the handling, storage, transportation, or disposal of hazardous or toxic materials, and no notice or advice has been received by Mortgagor of any condition or state of facts that would contribute to a claim of pollution or any other damage to the environment by reason of the conduct of any business on the Mortgaged Property or operation of the Mortgaged Property, whether past or present. The Mortgagor acknowledges that the Mortgagee has relied upon the Mortgagor's representations, has made no independent investigation of the truth thereof, is not charged with any knowledge contrary thereto

that may be received by an examination of the public records in Tallahassee, Florida and the county where the Real Property is located, or that may have been received by any officer, director, agent, employee or shareholder of Mortgagee.

30. Mortgagor hereby agrees that, in consideration of the recitals and mutual covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, in the event Mortgagor shall (i) file with any bankruptcy court of competent jurisdiction or be the subject of any petition under Title 11 of the U.S. Code, as amended, (ii) be the subject of any order for relief issued under such Title 11 of the U.S. Code, as amended, (iii) file or be the subject of any petition seeking any reorganization, arrangement, composition, readjustment, liquidation, dissolution, or similar relief under any present or future federal or state act or law relating to bankruptcy, insolvency, or other relief for debtors, (iv) have sought or consented to or acquiesced in the appointment of any trustee, receiver, conservator, or liquidator, (v) be the subject of any order, judgment, or decree entered by any court of competent jurisdiction approving a petition filed against such party for any reorganization, arrangement, composition, readjustment, liquidation, dissolution, or similar relief under any present or future federal or state act or law relating to bankruptcy, insolvency, or relief for debtors, Mortgagee shall thereupon be entitled to relief from any automatic stay imposed by Section 362 of Title 11 of the U.S. Code, as amended, or otherwise, on or against the exercise of the rights and remedies otherwise available to Mortgagee as provided in the Loan Documents, and as otherwise provided by law.

31. MORTGAGEE AND MORTGAGOR HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVE THE RIGHT EITHER MAY HAVE TO A TRIAL BY JURY IN RESPECT TO ANY LITIGATION BASED HEREON, OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS MORTGAGE, THE NOTE AND ANY OTHER LOAN DOCUMENTS, AND ANY AGREEMENT CONTEMPLATED TO BE EXECUTED IN CONJUNCTION HERewith OR THEREWITH, OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS (WHETHER VERBAL OR WRITTEN) OR ACTIONS OF EITHER PARTY. THIS PROVISION IS A MATERIAL INDUCEMENT FOR THE MORTGAGEE EXTENDING CREDIT TO MORTGAGOR.

THIS IS A BALLOON MORTGAGE SECURING A FIXED RATE OBLIGATION. THE FINAL PRINCIPAL PAYMENT OR THE PRINCIPAL BALANCE DUE UPON MATURITY WOULD BE APPROXIMATELY \$150,000.00 TOGETHER WITH ACCRUED INTEREST, IF ANY, AND ALL ADVANCEMENTS MADE BY THE MORTGAGEE UNDER THE TERMS OF THIS MORTGAGE.

Signed, sealed and delivered
in the presence of:

2611 NE 209 LLC
a Delaware limited liability company

By: [Signature]
Louis Berlin, Manager

[Signature]

Savannah Vieth

[Signature]
Alexandra Diaz

STATE OF FLORIDA
COUNTY OF MIAMI-DADE

The foregoing instrument was acknowledged before me this 14 day of April, 2022 by ☒ physical presence; or ☐ online notary, by Louis Berlin, as Manager of 2611 NE 209 LLC, a Delaware limited liability company. He is ☒ personally known to me or ☐ has produced a driver's license as identification.

[Notary Seal]



ALEXANDRA DIAZ
Commission # HH 095958
Expires February 22, 2025
Bonded Thru Budget Notary Ser.

[Signature]
Notary Public

Printed Name: Alexandra Diaz

My Commission
Expires:

Exhibit "A"
Property Description

Property 1:

Parcel 1:

East 1/2 of Lot 4, Block 1 of CHARGOLD ESTATES, according to the Plat thereof as recorded in Plat Book 99, Page 35, of the Public Records of Miami-Dade County, Florida.

Parcel 2:

West 1/2 of Lot 4, Block 1 of CHARGOLD ESTATES, according to the Plat thereof as recorded in Plat Book 99, Page 35, of the Public Records of Miami-Dade County, Florida.

Property 2:



[Department of State](#) / [Division of Corporations](#) / [Search Records](#) / [Search by Entity Name](#) /

Detail by Entity Name

Florida Limited Liability Company
JADE INVESTMENT GROUP, L.L.C.

Filing Information

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Principal Address

2183 N Powerline Rd
Ste 1
Ste 1
Miami, FL 33180

Changed: 04/25/2023

Mailing Address

2183 N Powerline Rd
Ste 1
Ste 1
Miami, FL 33180

Changed: 04/25/2023

Registered Agent Name & Address

BENZAKEN, MEIR
2183 N Powerline Rd
Ste 1
Ste 1
Miami, FL 33180

Name Changed: 04/25/2023

Address Changed: 04/25/2023

Authorized Person(s) Detail

Name & Address

Title MGRM

BENZAKEN, MEIR
20600 NE 22 PLACE
AVENTURA, FL 33180

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2022	04/26/2022
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