

**UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF FLORIDA**

SECURITIES AND EXCHANGE  
COMMISSION,

CASE NO. 20-CV-81205-RAR

Plaintiff,

v.

COMPLETE BUSINESS SOLUTIONS  
GROUP, INC. d/b/a PAR FUNDING, *et*  
*al.*,

Defendants.

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**NON-PARTY, FIRSTBANK PUERTO RICO d/b/a FIRSTBANK FLORIDA’S MOTION  
TO INTERVENE AND RELIEF FROM THE AMENDED ORDER APPOINTING  
RECEIVER AND INCORPORATED MEMORANDUM OF LAW**

Non-Party, FIRSTBANK PUERTO RICO d/b/a FIRSTBANK FLORIDA (hereinafter “FIRSTBANK” or “Movant”), by and through its undersigned attorneys, hereby moves this Honorable Court for the entry of an order allowing it to intervene in this action solely to obtain relief from the Amended Order Appointing Receiver [Doc. No. 141] to allow it to proceed with its state foreclosure action pending in Circuit Court against Defendant, COMPLETE BUSINESS SOLUTIONS GROUP, INC. D/B/A PAR FUNDING (hereinafter “Par Funding”), a junior lienholder defendant therein. As grounds thereof, FIRSTBANK hereby states as follows:

**FACTUAL BACKGROUND**

1. On or about July 27, 2020, this Court entered its Order Granting Plaintiff Securities and Exchange Commission’s Motion for Appointment of Receiver (the “Order Appointing Receiver”) [Doc. No. 36] wherein it appointed a Receiver over the Receivership Entities (as defined therein), which includes Par Funding.

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2. On or about July 31, 2020, this Court entered its Order Granting Plaintiff's Urgent Motion to Amend Order Appointing Receiver to Include Litigation Injunction (the "Order Staying Litigation") [Doc. No. 56].

3. On or about August 13, 2020, this Court entered its Amended Order Appointing Receiver (the "Amended Order") [Doc. No. 141]. The Amended Order included, in relevant part, an asset freeze and a stay of all litigation, whether as plaintiff or defendant, involving the Receivership Entities. The Amended Order states, "as otherwise specified herein, all Receivership Assets and Recoverable Assets are frozen until further order of this Court. Accordingly, all persons and entities with direct or indirect control over any Receivership Assets and or any Recoverable Assets, other than the Receiver, are hereby restrained and enjoined from directly or indirectly transferring, setting off, receiving, changing, selling, pledging, assigning, liquidating or otherwise disposing of or withdrawing such assets."

4. The Amended Order further states, "[a]ll civil legal proceedings of any nature, including but not limited to,... foreclosure actions... involving... (b) any of the Receivership Entities' property interests, wherever located [and] (c) any of the Receivership Entities, including subsidiaries and partnerships" (Ancillary Proceedings) and further ordered that:

The parties to any and all Ancillary Proceedings are enjoined from commencing or continuing any such legal proceeding, or from taking any action, in connection with any such proceeding, including, but not limited to, the issuance or employment of process.

All Ancillary Proceedings are stayed in their entirety, and all Courts having any jurisdiction thereof are enjoined from taking or permitting any action until further Order of this

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Court.

5. On July 17, 2014, ANDRES GERALDO ESIS QUINONES (“Quinones” or “Borrower”) executed a Promissory Note in the principal amount of \$208,000.00 in favor of FIRSTBANK (the “Note”). As security for the Note, Quinones, on July 17, 2004, executed and delivered a mortgage, along with riders thereto, in favor of FIRSTBANK (“FirstBank Mortgage”). The FirstBank Mortgage was recorded in the Official Records on July 21, 2014 at Book 29237, Page 3105 of the public records of Miami-Dade County, Florida. A copy of the Note, Mortgage and Riders are attached hereto as **Composite Exhibit “A”**.

6. On or about November 26, 2018, approximately four (4) years after executing the Note and FirstBank Mortgage, Quinones executed a mortgage in favor of Complete Business Solutions Group, Inc., (“Par Mortgage”) one of the Receivership Entities. The Par Mortgage was recorded in the Official Records on January 4, 2019 at Book 31279 at Page 2740-2752 of the Public Records of Miami-Dade County. A copy of the Par Mortgage is attached hereto as **Exhibit “B”**. At the time of being granted a lien in the form of the Par Mortgage, Par Funding was on constructive notice that it was taking a second lien position on the subject property. *See Amjems, Inc. v. F.R. Orr Const. Co., Inc.*, 617 F.Supp. 273, 277 (S.D. Fla. 2006) (“Constructive notice” is the inference of knowledge of the fact in question by operation of law, as under a recording statute.) In fact, the Par Mortgage specifically contemplates the potential existence of prior encumbrances on the property in the preamble of the Par Mortgage. *See Ex. B*. Specifically, the Par Mortgage states “...the Property is unencumbered, except for

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encumbrances of record.” *See Ex. B.* As such, the Par Mortgage is, and has always been, inferior to the FirstBank *See Mortgage Assets Management, LLC v. Terraces/Banyan-2, Inc.*, 326 So.3d 1140 (Fla. 4<sup>th</sup> DCA 2021) (The applicable rule governing priority of lien interests is first in time is first in right. Fla. Stat. Ann. §695.01).

7. In 2019, a Judgment was entered into against Quinones in favor of Complete Business Solutions Group, Inc. (“Par Judgment”) that was recorded in the Miami-Dade County Official Records on December 31, 2019, at Book 31749, Page 99. A copy is attached hereto as **Exhibit “C”**. The Par Judgment is also inferior to the FirstBank Mortgage in that it was recorded later in time. *See Id.*

8. On March 1, 2022, Quinones defaulted on the loan obligations to FIRSTBANK, in particular the Note and FirstBank Mortgage.

9. On September 7, 2022, FIRSTBANK filed a Verified Complaint asserting counts for Breach of Note, Mortgage Reformation and Mortgage Foreclosure against Quinones and named Ryan K. Stumphauzer, Esq. as Receiver for Defendant COMPLETE BUSINESS SOLUTIONS GROUP, INC. d/b/a PAR FUNDING (“Receiver”) by virtue of their junior liens, the Par Mortgage and the Par Judgment, in the Miami-Dade Circuit Court, Case Number 2022-016916-CA-01. FIRSTBANK recorded its Lis Pendens on September 13, 2022 in the Official Records Book 33380 at Page 4271 of the public records of Miami-Dade County for the property located at 11278 NW 88<sup>th</sup> Terrace, Miami, FL 33178. (the “Property”) A copy of the complaint and Lis Pendens is attached hereto as **Composite Exhibit “D”**.

10. On November 28, 2022, the Receiver filed a Notice of Stay and



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Appointment of Receiver in the Movant's foreclosure action and attached a copy of the Amended Order (the "Receiver's Answer"). Pursuant to the argument raised in the Receiver's Answer, the Amended Order has the effect of preventing FIRSTBANK from proceeding with its state foreclosure action to foreclosure upon a senior lien unless and until it obtains relief from this Honorable Court.

11. Any interest held by Par Funding is inferior to FIRSTBANK's lien on the Property, as such, Par Funding's interests will be extinguished in the foreclosure action.

12. However, to the extent any surplus funds exists from a potential foreclosure sale of the property, the Receiver has the ability to claim such surplus for the benefit of the Receivership Estate.

### **MEMORANDUM OF LAW**

13. "Rule 24 of the Federal Rules of Civil Procedure provides that the Court must permit someone to intervene who brings a timely motion and who 'claims an interest relating to the property or transaction that is the subject of the action, and is so situated that disposing of the action may as a practical matter impair or impede the movant's ability to protect its interest, unless existing parties adequately represent that interest.'" *Quantum Communs. Copr. V. Star Board., Inc.*, No. 05-21772-CV, 2009 U.S. Dist. LEXIS 92868, 2009 WL 3055371 (S.D. Fla. Sept. 14, 2009).

14. Pursuant to the Rule 24 of the Federal Rules of Civil Procedures, requirements for intervention as of right are that application must be timely, applicant must have interest relating to property or transaction that is subject of action, applicant must be so situated that disposition of action may, as practical matter, impair or impede its ability to protect its interest, and applicant's interest must be inadequately represented

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by existing parties to suit. See *Sierra Club v. Espy*, 18 F.3d 1202 (5<sup>th</sup> Cir. 1994).

15. In the case at hand, Movant's Motion is timely, as the Receiver filed the Receiver's Answer in the foreclosure action on November 28, 2022, Quinones filed Chapter 13 bankruptcy on November 30, 2022 in the United States Bankruptcy Court of the Southern District of Florida, bankruptcy case number 22-19147-LMI which stayed movant's foreclosure action pursuant to 11 U.S.C. §362. Thereafter on January 17, 2023, the Bankruptcy Court dismissed and the rehearing hearing period expired on February 1, 2023. Thereafter FIRSTBANK reached out on numerous occasions to counsel for the Receiver to discuss a potential amicable means of resolving the Receiver's Answer and the stay asserted thereunder. After multiple attempts, counsel for the Receiver and undersigned counsel spoke over the phone concerning the issues and the possible agreement to obtain relief related to the Amended Order, among other things. Thereafter, undersigned counsel followed up on multiple occasions to further discuss and obtain the Receiver's position concerning FIRSTBANK's request for obtaining relief from the stay imposed by the Amended Order. To date, undersigned counsel has not received a response outlining the Receiver's position and therefore believes that the Receiver objects to the request being sought by FIRSTBANK. Given the Receiver's apparent position to the request sought by FIRSTBANK, FIRSTBANK is now seeking to intervene in the instant action to obtain relief from the Amended Order so as to pursue its first lien mortgage foreclosure action upon the Property.

16. Movant's Motion to Intervene is timely and does not prejudice any of the parties. See *Zurich Capital Markets Inc. v. Coglianese*, 236 F.R.D. 379 (N.D. IL 2006) (Liquidator of Bahamian mutual fund timely filed motion to intervene as of right in

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securities fraud action against fund shareholders, even though the liquidator knew of the suit more than two years before filing motion; delay would not prejudice the plaintiff, but default judgment for plaintiff would prejudice liquidator since it claimed that the money sought by the plaintiff belonged to the fund.)

17. Movant has an interest in this matter because it has a senior interest to the Par Mortgage and Par Judgment and the Amended Order, as asserted in the Receiver's Answer, is preventing Movant from proceeding in its foreclosure action on the Property.

18. Further, as a senior lien holder with respect to the Property at issue, FIRSTBANK is in a position whereby failure to remove the litigation injunction impedes its ability to protect its interest in the Property. As a result of this litigation injunction, FIRSTBANK has been delayed in enforcing its contractual rights, seeking to recover the indebtedness due it from the Borrower, and continues to accumulate costs and fees related to property preservation, property taxes as well as attorneys' fees for seeking to obtain the relief being sought herein. FIRSTBANK is owed \$180,031.37 as principal under its Note and Mortgage plus interest, late fees, attorney's fees, escrow advances and other expenses incurred to protect its interest. Lifting the injunction to FIRSTBANK would allow them to proceed with their foreclosure action to recover the indebtedness due.

19. Movant's interest is not represented by any of the existing parties. As such Movant should be allowed to intervene as a party to the instant action.

20. Movant has attached copies of the FirstBank Note, Mortgage and Riders, and the Complaint, satisfying the Rule 24(c) requirement of accompanying the motion to intervene with the pleadings that set out the claim for which intervention is sought. Fed. R. Civ. P. 24(c). *See Ex. A and Ex. D.*

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21. In the alternative, should the Receiver oppose intervention, Movant requests the court grant Movant's Motion in part to permit Movant to proceed with its state court foreclosure action, but deny Movant's request to intervene as a party Defendant, as the court did with other senior lien holders<sup>1</sup>.

22. The court has set three factors to consider when lifting a litigation stay: (1) whether refusing to lift the stay genuinely preserves the status quo or whether the moving party will suffer substantial injury if not permitted to proceed; (2) the time in the course of the receivership at which the motion for relief from the stay is made; and (3) the merit of the moving party's underlying claim. *SEC v Wencke*, 742 F.2d 1230 (9<sup>th</sup> Cir. ) citing *Superior Motels v. Gould*, 622 F.2d 1363 (9<sup>th</sup> Cir. 1980).

23. In the case at hand, Movant is suffering substantial injury by not being able to proceed with their foreclosure suit. Movant is continuing to pay expenses such as insurance, taxes, attorney's fees, property preservation and accruing interest on the loan because of the stay. Additionally, Movant is suffering harm because its loan is not being paid by Borrower and the Amended Order is restricting FIRSTBANK's contractual right to seek recovery of the damages from the security pledged as collateral to FIRSTBANK. Further, the value of the Property may change which would cause further damages to Movant.

24. Movant is likely to prevail in its foreclosure action as Quinones has not

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<sup>1</sup> For example, Non-Party Wilmington Savings Fund Society, FSB, not in its individual capacity but solely as trustee for the Invictus residential Pooler Trust 3A ("Wilmington") filed a Motion to Intervene and Relief from Amended Order Appoint Receiver [Doc. No. 845], the Court Ordered Receiver to respond [Doc. No. 908], the Receiver responded requesting the court deny the Motion to Intervene but grant the motion to lift litigation injunction [Do. No. 938], and the Court entered an Order reflecting same allowing Wilmington to proceed in their foreclosure action [Doc. No. 970]. See also Doc. No. 1308, Doc. No. 1324 and Doc. No. 1325; Doc. NO. 1391, Doc. No. 1420, Doc. No. 1422; Doc. No. 794, Doc. No. 828; Doc. No. 616 and Doc. No. 897.

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filed any defenses and the account remains in default.

25. Further, pursuant to Rule 2.545 Fla. R. Jud. Admin., the Court in FIRSTBANK's foreclosure action entered a Case Management Order (Streamlined Pathway) ("Case Management Order") setting numerous deadlines in FirstBank's foreclosure action. A copy is attached hereto as **Exhibit "E"**. Per the terms of the Case Management Order the parties must strictly comply with these deadlines. FIRSTBANK is unable to comply because of the litigation injunction.

26. As such, the injunction should be lifted to allow Movant to proceed with its foreclosure, obtain a final judgment and sell the Property.

27. If any surplus proceeds from a foreclosure sale of the Property do remain after payment to Movant, Par Funding (or the Receiver) may petition the state court to obtain the surplus for the benefit of the receivership estate.

28. Further support to modify the Amended Order and the asset freeze, can be found in the case of *SEC v. Lauer*, 2006 WL 2660752 (S.D. Fla. 2006) where the court entered an asset freeze in an SEC action that prevented third parties from exercising their foreclosure rights with respect to Defendant's property. The court held that both lienholders had compelling reasons to be released from the asset freeze to pursue their foreclosure actions. In the case at hand, Movant's interest is even more compelling because Movant's lien that they're seeking to foreclose is NOT against Par Fundings, but rather they are merely named as an inferior lien holder.

29. Movant is not seeking to unfreeze assets for the Receivership but rather foreclose upon the Receiver's inferior interest. Continuing the stay upon FIRSTBANK's foreclosure claims is not necessary to maintain the status quo of the

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parties to this case nor to safeguard any disputed assets. In fact, it's to the Receiver's benefit to allow Movant to proceed with its foreclosure action so they can seek the funds from any potential equity in the Property. Preventing Movant from proceeding with its foreclosure hinders the Receiver's recovery of potentially available funds as the longer the injunction remains upon Movant's foreclosure, the possible less equity will be available for the Receiver to recover.

**CERTIFICATION PURSUANT TO LOCAL RULE 7.1**

Pursuant to Local Rule 7.1, the undersigned counsel has contacted the attorney for the Receiver in a good faith effort to resolve the issues raised in this motion. On March 13, 2023, the undersigned emailed attorney for Receiver Timothy Kolaya to confer and on March 22, 2023, the parties spoke about lifting the stay as to FirstBank. Attorney Kolaya advised that he would speak with the receiver about the subordinate liens held by Par Funding on the property in which we hold a first Mortgage and get back with us on whether they can agree to lift the stay. Undersigned counsel followed up via email with counsel for the Receiver on April 3, 2023, April 10, 2023 and on April 17, 2023 and to date, has not received a response.

**WHEREFORE**, Movant respectfully requests that the Court enter an order allowing it to intervene as a party Defendant in this action and lift the stay asserted in Receiver's Answer for the limited purposed of proceeding with its foreclosure action in state court where Par Funding is named is a junior lien holder, or in the alternative, deny Movant's request to intervene as a party Defendant but grant its motion to lift the litigation injunction for the limited purpose of allowing it to proceed with its foreclosure action in state court where Par Funding is named is a junior lien holder.

Respectfully submitted,

/s/ Baris J. Okcular

Baris J. Okcular (FBN 24257)

Email: [bjokular@lgplaw.com](mailto:bjokular@lgplaw.com)

Nicole Zimmerman (FBN 19595)

Email: [nfz@lgplaw.com](mailto:nfz@lgplaw.com)

**LIEBLER, GONZALEZ & PORTUONDO**

Courthouse Tower - 25<sup>th</sup> Floor

44 West Flagler Street

Miami, FL 33130

Tel: (305) 379-0400

*Attorneys for FIRSTBANK FLORIDA*

**CERTIFICATE OF SERVICE**

**I HEREBY CERTIFY** that on June 9<sup>th</sup> 2023, I electronically filed the foregoing document with the clerk of the Court using CM/ECF and a true and correct copy of the foregoing motion, via electronic transmission to all parties registered to receive electronic filing (cm/ecf).

By: /s/ Baris J. Okcular

Baris J. Okcular

# Composite Exhibit “A”



ESis Quinones, Andres Goardo

## ADJUSTABLE RATE NOTE

(3 Year Treasury Index—Rate Caps)

THIS NOTE CONTAINS PROVISIONS ALLOWING FOR CHANGES IN MY INTEREST RATE AND MY MONTHLY PAYMENT. THIS NOTE LIMITS THE AMOUNT MY INTEREST RATE CAN CHANGE AT ANY ONE TIME AND THE MAXIMUM RATE I MUST PAY.

July 17, 2014  
[Date]

[City]  
11278 NW 88TH TERRACE  
Doral, FL 33178

Florida  
[State]

[Property Address]

### 1. BORROWER'S PROMISE TO PAY

In return for a loan that I have received, I promise to pay U.S. \$208,000.00 (this amount is called "Principal"), plus interest, to the order of the Lender. The Lender is FirstBank Puerto Rico d/b/a FirstBank Florida, Commercial Bank

I will make all payments under this Note in the form of cash, check or money order.

I understand that the Lender may transfer this Note. The Lender or anyone who takes this Note by transfer and who is entitled to receive payments under this Note is called the "Note Holder."

### 2. INTEREST

Interest will be charged on unpaid principal until the full amount of Principal has been paid. I will pay interest at a yearly rate of 5.0000%. The interest rate I will pay will change in accordance with Section 4 of this Note.

The interest rate required by this Section 2 and Section 4 of this Note is the rate I will pay both before and after any default described in Section 7(B) of this Note.

### 3. PAYMENTS

#### (A) Time and Place of Payments

I will pay principal and interest by making a payment every month.

I will make my monthly payment on the first day of each month beginning on September 01, 2014. I will make these payments every month until I have paid all of the principal and interest and any other charges described below that I may owe under this Note. Each monthly payment will be applied as of its scheduled due date and will be applied to interest before Principal. If, on August 01, 2044, I still owe amounts under this Note, I will pay those amounts in full on that date, which is called the "Maturity Date."

I will make my monthly payments at FirstBank Puerto Rico d/b/a FirstBank Florida, 701 Waterford Way, Suite 800, Miami, FL 33126

or at a different place if required by the Note Holder.

#### (B) Amount of My Initial Monthly Payments

Each of my initial monthly payments will be in the amount of U.S. \$1,116.59. This amount may change.

#### (C) Monthly Payment Changes

Changes in my monthly payment will reflect changes in the unpaid principal of my loan and in the interest rate that I must pay. The Note Holder will determine my new interest rate and the changed amount of my monthly payment in accordance with Section 4 of this Note.

MULTISTATE ADJUSTABLE RATE NOTE—3 YEAR ARM—Single Family

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#### 4. INTEREST RATE AND MONTHLY PAYMENT CHANGES

##### (A) Change Dates

The interest rate I will pay may change on the first day of **August 2019**, and on that day every 12 months thereafter. Each date on which my interest rate could change is called a "Change Date."

##### (B) The Index

Beginning with the first Change Date, my interest rate will be based on an Index. The "Index" is the weekly average yield on United States Treasury securities adjusted to a constant maturity of three years, as made available by the Federal Reserve Board. The most recent Index figure available as of the date 45 days before each Change Date is called the "Current Index."

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

##### (C) Calculation of Changes

Before each Change Date, the Note Holder will calculate my new interest rate by adding **Three** percentage points ( **3.0000%**) to the Current Index. The Note Holder will then round the result of this addition to the nearest one-eighth of one percentage point (0.125%). Subject to the limits stated in Section 4(D) below, this rounded amount will be my new interest rate until the next Change Date.

The Note Holder will then determine the amount of the monthly payment that would be sufficient to repay the unpaid principal that I am expected to owe at the Change Date in full on the Maturity Date at my new interest rate in substantially equal payments. The result of this calculation will be the new amount of my monthly payment.

##### (D) Limits on Interest Rate Changes

The interest rate I am required to pay at the first Change Date will not be greater than **7.0000%** or less than **3.0000%**. Thereafter, my interest rate will never be increased or decreased on any single Change Date by more than two percentage points (2.0%) from the rate of interest I have been paying for the preceding 12 months. My interest rate will never be greater than **9.0000%**.

##### (E) Effective Date of Changes

My new interest rate will become effective on each Change Date. I will pay the amount of my new monthly payment beginning on the first monthly payment date after the Change Date until the amount of my monthly payment changes again.

##### (F) Notice of Changes

The Note Holder will deliver or mail to me a notice of any changes in my interest rate and the amount of my monthly payment before the effective date of any change. The notice will include information required by law to be given to me and also the title and telephone number of a person who will answer any question I may have regarding the notice.

#### 5. BORROWER'S RIGHT TO PREPAY

I have the right to make payments of Principal at any time before they are due. A payment of Principal only is known as a "Prepayment." When I make a Prepayment, I will tell the Note Holder in writing that I am doing so. I may not designate a payment as a Prepayment if I have not made all the monthly payments due under the Note.

I may make a full Prepayment or partial Prepayments without paying a Prepayment charge. The Note Holder will use my Prepayments to reduce the amount of Principal that I owe under this Note. However, the Note Holder may apply my Prepayment to the accrued and unpaid interest on the Prepayment amount, before applying my Prepayment to reduce the Principal amount of the Note. If I make a partial Prepayment, there will be no changes in the due dates of my monthly payment unless the Note Holder agrees in writing to those changes. My partial Prepayment may reduce the amount of my monthly payments after the first Change Date following my partial Prepayment. However, any reduction due to my partial Prepayment may be offset by an interest rate increase.

#### 6. LOAN CHARGES

If a law, which applies to this loan and which sets maximum loan charges, is finally interpreted so that the interest or other loan charges collected or to be collected in connection with this 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 me which exceeded permitted limits will be refunded to me. The Note Holder may choose to make this refund by reducing the Principal I owe under this Note or by making a direct payment to me. If a refund reduces Principal, the reduction will be treated as a partial Prepayment.



**7. BORROWER'S FAILURE TO PAY AS REQUIRED**

**(A) Late Charges for Overdue Payments**

If the Note Holder has not received the full amount of any monthly payment by the end of **15** calendar days after the date it is due, I will pay a late charge to the Note Holder. The amount of the charge will be **5.0000%** of my overdue payment of principal and interest. I will pay this late charge promptly but only once on each late payment.

**(B) Default**

If I do not pay the full amount of each monthly payment on the date it is due, I will be in default.

**(C) Notice of Default**

If I am in default, the Note Holder may send me a written notice telling me that if I do not pay the overdue amount by a certain date, the Note Holder may require me to pay immediately the full amount of Principal which has not been paid and all the interest that I owe on that amount. That date must be at least 30 days after the date on which the notice is mailed to me or delivered by other means.

**(D) No Waiver By Note Holder**

Even if, at a time when I am in default, the Note Holder does not require me to pay immediately in full as described above, the Note Holder will still have the right to do so if I am in default at a later time.

**(E) Payment of Note Holder's Costs and Expenses**

If the Note Holder has required me to pay immediately in full as described above, the Note Holder will have the right to be paid back by me for all of its costs and expenses in enforcing this Note to the extent not prohibited by applicable law. Those expenses include, for example, reasonable attorneys' fees.

**8. GIVING OF NOTICES**

Unless applicable law requires a different method, any notice that must be given to me under this Note will be given by delivering it or by mailing it by first class mail to me at the Property Address above or at a different address if I give the Note Holder a notice of my different address.

Any notice that must be given to the Note Holder under this Note will be given by delivering it or by mailing it by first class mail to the Note Holder at the address stated in Section 3(A) above or at a different address if I am given a notice of that different address.

**9. OBLIGATIONS OF PERSONS UNDER THIS NOTE**

If more than one person signs this Note, each person is fully and personally obligated to keep all of the promises made in this Note, including the promise to pay the full amount owed. Any person who is a guarantor, surety or endorser of this Note is also obligated to do these things. Any person who takes over these obligations, including the obligations of a guarantor, surety or endorser of this Note, is also obligated to keep all of the promises made in this Note. The Note Holder may enforce its rights under this Note against each person individually or against all of us together. This means that any one of us may be required to pay all of the amounts owed under this Note.

**10. WAIVERS**

I and any other person who has obligations under this Note waive the rights of Presentment and Notice of Dishonor. "Presentment" means the right to require the Note Holder to demand payment of amounts due. "Notice of Dishonor" means the right to require the Note Holder to give notice to other persons that amounts due have not been paid.

**11. UNIFORM SECURED NOTE**

This Note is a uniform instrument with limited variations in some jurisdictions. In addition to the protections given to the Note Holder under this Note, a Mortgage, Deed of Trust, or Security Deed (the "Security Instrument"), dated the same date as this Note, protects the Note Holder from possible losses which might result if I do not keep the promises which I make in this Note. That Security Instrument describes how and under what conditions I may be required to make immediate payment in full of all amounts I owe under this Note. Some of those conditions are described as follows:

If all or any part of the Property or any Interest in the Property is sold or transferred (or if Borrower is not a natural person and a beneficial interest in Borrower is sold or transferred) without Lender's prior written consent, Lender may require immediate payment in full of all sums secured by this Security Instrument. However, this option

MULTISTATE ADJUSTABLE RATE NOTE—3 YEAR ARM—Single Family

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shall not be exercised by Lender if such exercise is prohibited by Applicable Law. Lender also shall not exercise this option if: (a) Borrower causes to be submitted to Lender information required by Lender to evaluate the intended transferee as if a new loan were being made to the transferee; and (b) Lender reasonably determines that Lender's security will not be impaired by the loan assumption and that the risk of a breach of any covenant or agreement in this Security Instrument is acceptable to Lender.

To the extent permitted by Applicable Law, Lender may charge a reasonable fee as a condition to Lender's consent to the loan assumption. Lender may also require the transferee to sign an assumption agreement that is acceptable to Lender and that obligates the transferee to keep all the promises and agreements made in the Note and in this Security Instrument. Borrower will continue to be obligated under the Note and this Security Instrument unless Lender releases Borrower in writing.


If Lender exercises the option to require immediate payment in full, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is given in accordance with Section 15 within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

**12. DOCUMENTARY TAX**

The state documentary tax due on this Note has been paid on the mortgage securing this indebtedness.

**MULTISTATE ADJUSTABLE RATE NOTE—3 YEAR ARM—Single Family**

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Borrower has executed and acknowledges receipt of pages 1 through 5 of this Note.

WITNESS THE HAND(S) AND SEAL(S) OF THE UNDERSIGNED.

  
ANDRES GERARDO ESIS QUINONES

(Seal)  
-Borrower

(Seal)  
-Borrower

(Seal)  
-Borrower

(Seal)  
-Borrower

(Seal)  
-Borrower

(Seal)  
-Borrower

Pay to the order of:

[Sign Original Only]

FirstBank Puerto Rico  
By:   
Maria E. Cremades  
Vice President

MULTISTATE ADJUSTABLE RATE NOTE—3 YEAR ARM—Single Family

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PREPARED BY:

Name: **Flor Reyes**

Address:

**FirstBank Puerto Rico d/b/a FirstBank Florida  
701 Waterford Way, Suite 800  
Miami, FL 33126**

Return to:

**NORTH AMERICAN TITLE COMPANY  
700 NW 107TH AVENUE SUITE 100  
MIAMI, FL 33172**

[Space Above This Line For Recording Data]

**MORTGAGE****DEFINITIONS**

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

(A) "Security Instrument" means this document, which is dated **July 17, 2014**, together with all Riders to this document.

(B) "Borrower" is **ANDRES GERARDO ESIS QUINONES, A SINGLE MAN**

Borrower is the mortgagor under this Security Instrument.

(C) "Lender" is **FirstBank Puerto Rico d/b/a FirstBank Florida**  
Lender is a **Commercial Bank**  
the laws of **the Commonwealth of Puerto Rico**  
**701 Waterford Way, Suite 800, Miami, FL 33126**

organized and existing under  
Lender's address is

Lender is the mortgagee under this Security Instrument.

(D) "Note" means the promissory note signed by Borrower and dated **July 17, 2014**. The Note states that Borrower owes Lender **Two Hundred Eight Thousand and no/100** Dollars (U.S. \$**208,000.00**) plus interest. Borrower has promised to pay this debt in regular Periodic Payments and to pay the debt in full not later than **August 01, 2044**.

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

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

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

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

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

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

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

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

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

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

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

(O) **"RESPA"** means the Real Estate Settlement Procedures Act (12 U.S.C. § 2601 et seq.) and its implementing regulation, Regulation X (12 C.F.R. Part 1024), as they might be amended from time to time, or any additional or successor legislation or regulation that governs the same subject matter. As used in this Security Instrument, "RESPA" refers to all requirements and restrictions that are imposed in regard to a "federally related mortgage loan" even if the Loan does not qualify as a "federally related mortgage loan" under RESPA.

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



TRANSFER OF RIGHTS IN THE PROPERTY

This Security Instrument secures to Lender: (i) the repayment of the Loan, and all renewals, extensions and modifications of the Note; and (ii) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower does hereby mortgage, grant and convey to Lender, the following described property located in the

**County** of **Miami-Dade**  
[Type of Recording Jurisdiction] [Name of Recording Jurisdiction]

**LOT 8, LOCK 3, VILLA BELLO, ACCORDING TO THE MAP OR PLAT THEREOF, AS RECORDED IN PLAT BOOK 170, PAGE(S) 9, OF THE PUBLIC RECORDS OF MIAMI - DADE COUNTY, FLORIDA**

which currently has the address of

**11278 NW 88TH TERRACE**  
[Street]

**Doral**, Florida **33178** ("Property Address"):  
[City] [Zip Code]

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

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

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

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

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

Payments are deemed received by Lender when received at the location designated in the Note or at such other location as may be designated by Lender in accordance with the notice provisions in Section 15. Lender may return any payment or partial payment if the payment or partial payments are insufficient to bring the Loan current. Lender may accept any payment or partial payment insufficient to bring the Loan current, without waiver of any rights hereunder or prejudice to its rights to refuse such payment or partial payments in the future, but Lender is not obligated to apply such payments at the time such payments are accepted. If each Periodic Payment is applied as of its scheduled due date, then Lender need not pay interest on unapplied funds. Lender may hold such unapplied funds until Borrower makes payment to bring the Loan current. If Borrower does not do so within a reasonable period of time, Lender shall either apply such funds or return them to Borrower. If not applied earlier, such

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funds will be applied to the outstanding principal balance under the Note immediately prior to foreclosure. No offset or claim which Borrower might have now or in the future against Lender shall relieve Borrower from making payments due under the Note and this Security Instrument or performing the covenants and agreements secured by this Security Instrument.

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

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

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

**3. Funds for Escrow Items.** Borrower shall pay to Lender on the day Periodic Payments are due under the Note, until the Note is paid in full, a sum (the "Funds") to provide for payment of amounts due for: (a) taxes and assessments and other items which can attain priority over this Security Instrument as a lien or encumbrance on the Property; (b) leasehold payments or ground rents on the Property, if any; (c) premiums for any and all insurance required by Lender under Section 5; and (d) Mortgage Insurance premiums, if any, or any sums payable by Borrower to Lender in lieu of the payment of Mortgage Insurance premiums in accordance with the provisions of Section 10. These items are called "Escrow Items." At origination or at any time during the term of the Loan, Lender may require that Community Association Dues, Fees, and Assessments, if any, be escrowed by Borrower, and such dues, fees and assessments shall be an Escrow Item. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this Section. Borrower shall pay Lender the Funds for Escrow Items unless Lender waives Borrower's obligation to pay the Funds for any or all Escrow Items. Lender may waive Borrower's obligation to pay to Lender Funds for any or all Escrow Items at any time. Any such waiver may only be in writing. In the event of such waiver, Borrower shall pay directly, when and where payable, the amounts due for any Escrow Items for which payment of Funds has been waived by Lender and, if Lender requires, shall furnish to Lender receipts evidencing such payment within such time period as Lender may require. Borrower's obligation to make such payments and to provide receipts shall for all purposes be deemed to be a covenant and agreement contained in this Security Instrument, as the phrase "covenant and agreement" is used in Section 9. If Borrower is obligated to pay Escrow Items directly, pursuant to a waiver, and Borrower fails to pay the amount due for an Escrow Item, Lender may exercise its rights under Section 9 and pay such amount and Borrower shall then be obligated under Section 9 to repay to Lender any such amount. Lender may revoke the waiver as to any or all Escrow Items at any time by a notice given in accordance with Section 15 and, upon such revocation, Borrower shall pay to Lender all Funds, and in such amounts, that are then required under this Section 3.

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

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

If there is a surplus of Funds held in escrow, as defined under RESPA, Lender shall account to Borrower for the excess funds in accordance with RESPA. If there is a shortage of Funds held in escrow, as defined under RESPA, Lender shall notify Borrower as required by RESPA, and Borrower shall pay to Lender the amount necessary to make up the shortage in accordance with RESPA, but in no more than 12 monthly payments. If there is a deficiency of Funds held in escrow, as defined under

RESPA, Lender shall notify Borrower as required by RESPA, and Borrower shall pay to Lender the amount necessary to make up the deficiency in accordance with RESPA, but in no more than 12 monthly payments.

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

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

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

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

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

If Borrower fails to maintain any of the coverages described above, Lender may obtain insurance coverage, at Lender's option and Borrower's expense. Lender is under no obligation to purchase any particular type or amount of coverage. Therefore, such coverage shall cover Lender, but might or might not protect Borrower, Borrower's equity in the Property, or the contents of the Property, against any risk, hazard or liability and might provide greater or lesser coverage than was previously in effect. Borrower acknowledges that the cost of the insurance coverage so obtained might significantly exceed the cost of insurance that Borrower could have obtained. Any amounts disbursed by Lender under this Section 5 shall become additional debt of Borrower secured by this Security Instrument. These amounts shall bear interest at the Note rate from the date of disbursement and shall be payable, with such interest, upon notice from Lender to Borrower requesting payment.

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

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



Borrower shall not be paid out of the insurance proceeds and shall be the sole obligation of Borrower. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower. Such insurance proceeds shall be applied in the order provided for in Section 2.

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

**6. Occupancy.** Borrower shall occupy, establish, and use the Property as Borrower's principal residence within 60 days after the execution of this Security Instrument and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless extenuating circumstances exist which are beyond Borrower's control.

**7. Preservation, Maintenance and Protection of the Property; Inspections.** Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate or commit waste on the Property. Whether or not Borrower is residing in the Property, Borrower shall maintain the Property in order to prevent the Property from deteriorating or decreasing in value due to its condition. Unless it is determined pursuant to Section 5 that repair or restoration is not economically feasible, Borrower shall promptly repair the Property if damaged to avoid further deterioration or damage. If insurance or condemnation proceeds are paid in connection with damage to, or the taking of, the Property, Borrower shall be responsible for repairing or restoring the Property only if Lender has released proceeds for such purposes. Lender may disburse proceeds for the repairs and restoration in a single payment or in a series of progress payments as the work is completed. If the insurance or condemnation proceeds are not sufficient to repair or restore the Property, Borrower is not relieved of Borrower's obligation for the completion of such repair or restoration.

Lender or its agent may make reasonable entries upon and inspections of the Property. If it has reasonable cause, Lender may inspect the interior of the improvements on the Property. Lender shall give Borrower notice at the time of or prior to such an interior inspection specifying such reasonable cause.

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

**9. Protection of Lender's Interest in the Property and Rights Under this Security Instrument.** If (a) Borrower fails to perform the covenants and agreements contained in this Security Instrument, (b) there is a legal proceeding that might significantly affect Lender's interest in the Property and/or rights under this Security Instrument (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture, for enforcement of a lien which may attain priority over this Security Instrument or to enforce laws or regulations), or (c) Borrower has abandoned the Property, then Lender may do and pay for whatever is reasonable or appropriate to protect Lender's interest in the Property and rights under this Security Instrument, including protecting and/or assessing the value of the Property, and securing and/or repairing the Property. Lender's actions can include, but are not limited to: (a) paying any sums secured by a lien which has priority over this Security Instrument; (b) appearing in court; and (c) paying reasonable attorneys' fees to protect its interest in the Property and/or rights under this Security Instrument, including its secured position in a bankruptcy proceeding. Securing the Property includes, but is not limited to, entering the Property to make repairs, change locks, replace or board up doors and windows, drain water from pipes, eliminate building or other code violations or dangerous conditions, and have utilities turned on or off. Although Lender may take action under this Section 9, Lender does not have to do so and is not under any duty or obligation to do so. It is agreed that Lender incurs no liability for not taking any or all actions authorized under this Section 9.

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

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

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

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

Mortgage insurers evaluate their total risk on all such insurance in force from time to time, and may enter into agreements with other parties that share or modify their risk, or reduce losses. These agreements are on terms and conditions that are satisfactory to the mortgage insurer and the other party (or parties) to these agreements. These agreements may require the mortgage insurer to make payments using any source of funds that the mortgage insurer may have available (which may include funds obtained from Mortgage Insurance premiums).

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

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

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

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

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



by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower. Such Miscellaneous Proceeds shall be applied in the order provided for in Section 2.

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

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

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

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

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

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

**12. Borrower Not Released; Forbearance By Lender Not a Waiver.** Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to Borrower or any Successor in Interest of Borrower shall not operate to release the liability of Borrower or any Successors in Interest of Borrower. Lender shall not be required to commence proceedings against any Successor in Interest of Borrower or to refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or any Successors in Interest of Borrower. Any forbearance by Lender in exercising any right or remedy including, without limitation, Lender's acceptance of payments from third persons, entities or Successors in Interest of Borrower or in amounts less than the amount then due, shall not be a waiver of or preclude the exercise of any right or remedy.

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

Subject to the provisions of Section 18, any Successor in Interest of Borrower who assumes Borrower's obligations under this Security Instrument in writing, and is approved by Lender, shall obtain all of Borrower's rights and benefits under this Security Instrument. Borrower shall not be released from Borrower's obligations and liability under this Security Instrument unless Lender agrees to such release in writing. The covenants and agreements of this Security Instrument shall bind (except as provided in Section 20) and benefit the successors and assigns of Lender.

**14. Loan Charges.** Lender may charge Borrower fees for services performed in connection with Borrower's default, for the purpose of protecting Lender's interest in the Property and rights under this Security Instrument, including, but not limited to, attorneys' fees, property inspection and valuation fees. In regard to any other fees, the absence of express authority in this

Security Instrument to charge a specific fee to Borrower shall not be construed as a prohibition on the charging of such fee. Lender may not charge fees that are expressly prohibited by this Security Instrument or by Applicable Law.

If the Loan is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the Loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge (whether or not a prepayment charge is provided for under the Note). Borrower's acceptance of any such refund made by direct payment to Borrower will constitute a waiver of any right of action Borrower might have arising out of such overcharge.

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

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

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

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

**18. Transfer of the Property or a Beneficial Interest in Borrower.** As used in this Section 18, "Interest in the Property" means any legal or beneficial interest in the Property, including, but not limited to, those beneficial interests transferred in a bond for deed, contract for deed, installment sales contract or escrow agreement, the intent of which is the transfer of title by Borrower at a future date to a purchaser.

If all or any part of the Property or any Interest in the Property is sold or transferred (or if Borrower is not a natural person and a beneficial interest in Borrower is sold or transferred) without Lender's prior written consent, Lender may require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if such exercise is prohibited by Applicable Law.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is given in accordance with Section 15 within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

**19. Borrower's Right to Reinstate After Acceleration.** If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earliest of: (a) five days before sale of the Property pursuant to any power of sale contained in this Security Instrument; (b) such other period as Applicable Law might specify for the termination of Borrower's right to reinstate; or (c) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note as if no acceleration had occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees, property inspection

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and valuation fees, and other fees incurred for the purpose of protecting Lender's interest in the Property and rights under this Security Instrument; and (d) takes such action as Lender may reasonably require to assure that Lender's interest in the Property and rights under this Security Instrument, and Borrower's obligation to pay the sums secured by this Security Instrument, shall continue unchanged. Lender may require that Borrower pay such reinstatement sums and expenses in one or more of the following forms, as selected by Lender: (a) cash; (b) money order; (c) certified check, bank check, treasurer's check or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a federal agency, instrumentality or entity; or (d) Electronic Funds Transfer. Upon reinstatement by Borrower, this Security Instrument and obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under Section 18.

**20. Sale of Note; Change of Loan Servicer; Notice of Grievance.** The Note or a partial interest in the Note (together with this Security Instrument) can be sold one or more times without prior notice to Borrower. A sale might result in a change in the entity (known as the "Loan Servicer") that collects Periodic Payments due under the Note and this Security Instrument and performs other mortgage loan servicing obligations under the Note, this Security Instrument, and Applicable Law. There also might be one or more changes of the Loan Servicer unrelated to a sale of the Note. If there is a change of the Loan Servicer, Borrower will be given written notice of the change which will state the name and address of the new Loan Servicer, the address to which payments should be made and any other information RESPA requires in connection with a notice of transfer of servicing. If the Note is sold and thereafter the Loan is serviced by a Loan Servicer other than the purchaser of the Note, the mortgage loan servicing obligations to Borrower will remain with the Loan Servicer or be transferred to a successor Loan Servicer and are not assumed by the Note purchaser unless otherwise provided by the Note purchaser.

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

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

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

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

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

**22. Acceleration; Remedies.** Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under Section 18 unless Applicable Law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument, foreclosure by judicial proceeding and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the non-existence of a default or any other defense of Borrower to acceleration and foreclosure. If the default is not cured on or before the date specified in the notice, Lender at its option may require immediate payment in full of all sums secured by this Security Instrument without further demand and may foreclose this Security Instrument by judicial proceeding. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this Section 22, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

**23. Release.** Upon payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument. Borrower shall pay any recordation costs. Lender may charge Borrower a fee for releasing this Security Instrument, but only if the fee is paid to a third party for services rendered and the charging of the fee is permitted under Applicable Law.

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

**25. Jury Trial Waiver.** The Borrower hereby waives any right to a trial by jury in any action, proceeding, claim, or counterclaim, whether in contract or tort, at law or in equity, arising out of or in any way related to this Security Instrument or the Note.

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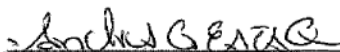
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BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in pages 1 through 13 of this Security Instrument and in any Rider executed by Borrower and recorded with it.

  
\_\_\_\_\_  
**ANDRES GERARDO ESIS QUINONES**  
**CALLE 80 CON AVE 9 Y 9B RES. LAS LUBIAS**  
**MARACAIBO, VENEZUELA , N/A**

(Seal)  
-Borrower

(Seal)  
-Borrower

(Seal)  
-Borrower

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**FLORIDA—Single Family—Fannie Mac/Freddie Mac UNIFORM INSTRUMENT**

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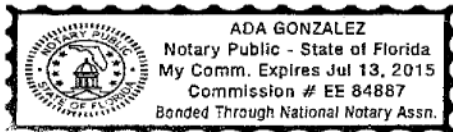
State of Florida  
County of **Miami-Dade**

The foregoing instrument was acknowledged before me this **17th** day of **July 2014** by  
**ANDRES GERARDO ESIS QUINONES**

who is personally known to me or who has produced

*Pass port*

as identification.



*[Signature]*  
\_\_\_\_\_  
Notary Public

**Originator Names and National Mortgage Licensing System and Registry IDs:**

Organization: **FirstBank Puerto Rico d/b/a FirstBank Florida**

NMLSR ID: **540676**

Individual: **Anyela Hernandez**

NMLSR ID: **320237**

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*[Signature]*

**ADJUSTABLE RATE RIDER**  
(Three-Year Treasury Index—Rate Caps—Fixed Rate Conversion Option)

THIS ADJUSTABLE RATE RIDER is made this **17th** day of **July 2014**, and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust, or Security Deed (the "Security Instrument") of the same date given by the undersigned ("Borrower") to secure Borrower's Adjustable Rate Note (the "Note") to **FirstBank Puerto Rico d/b/a FirstBank Florida, Commercial Bank** ("Lender") of the same date and covering the property described in the Security Instrument and located at:

**11278 NW 88TH TERRACE**  
**Doral, FL 33178**

[Property Address]

**THE NOTE CONTAINS PROVISIONS ALLOWING FOR CHANGES IN THE INTEREST RATE AND THE MONTHLY PAYMENT. THE NOTE LIMITS THE AMOUNT BORROWER'S ADJUSTABLE INTEREST RATE CAN CHANGE AT ANY ONE TIME AND THE MAXIMUM RATE BORROWER MUST PAY. THE NOTE ALSO CONTAINS THE OPTION TO CONVERT THE ADJUSTABLE RATE TO A FIXED RATE.**

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

**A. ADJUSTABLE RATE AND MONTHLY PAYMENT CHANGES**

The Note provides for an initial interest rate of **5.0000%**. The Note provides for changes in the adjustable interest rate and the monthly payments, as follows:

**4. INTEREST RATE AND MONTHLY PAYMENT CHANGES**

**(A) Change Dates**

The interest rate I will pay may change on the first day of **August 2019**, and on that day every 12 months thereafter. Each date on which my interest rate could change is called a "Change Date."

**(B) The Index**

Beginning with the first Change Date, my interest rate will be based on an Index. The "Index" is the weekly average yield on United States Treasury securities adjusted to a constant maturity of three years, as made available by the Federal Reserve Board. The most recent Index figure available as of the date 45 days before each Change Date is called the "Current Index."

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

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**(C) Calculation of Changes**

Before each Change Date, the Note Holder will calculate my new interest rate by adding **Three** percentage points ( **3.0000%**) to the Current Index. The Note Holder will then round the result of this addition to the nearest one-eighth of one percentage point (0.125%). Subject to the limits stated in Section 4(D) below, this rounded amount will be my new interest rate until the next Change Date.

The Note Holder will then determine the amount of the monthly payment that would be sufficient to repay the unpaid principal that I am expected to owe at the Change Date in full on the Maturity Date at my new interest rate in substantially equal payments. The result of this calculation will be the new amount of my monthly payment.

**(D) Limits on Interest Rate Changes**

The interest rate I am required to pay at the first Change Date will not be greater than **7.0000%** or less than **3.0000%**. Thereafter, my interest rate will never be increased or decreased on any single Change Date by more than two percentage points from the rate of interest I have been paying for the preceding 12 months. My interest will never be greater than **9.0000%**, which is called the "Maximum Rate."

**(E) Effective Date of Changes**

My new interest rate will become effective on each Change Date. I will pay the amount of my new monthly payment beginning on the first monthly payment date after the Change Date until the amount of my monthly payment changes again.

**(F) Notice of Changes**

The Note Holder will deliver or mail to me a notice of any changes in my adjustable interest rate and the amount of my monthly payment before the effective date of any change. The notice will include information required by law to be given to me and also the title and telephone number of a person who will answer any question I may have regarding the notice.

**B. FIXED INTEREST RATE OPTION**

The Note provides for the Borrower's option to convert from an adjustable interest rate with interest rate limits to a fixed interest rate, as follows:

**5. FIXED INTEREST RATE OPTION**

**(A) Option to Convert to Fixed Rate**

I have a Conversion Option that I can exercise unless I am in default or this Section 5(A) will not permit me to do so. The "Conversion Option" is my option to convert the interest rate I am required to pay by this Note from an adjustable rate with interest rate limits to the fixed rate calculated under Section 5(B) below.

The conversion can only take place on the first or second Change Date. Each Change Date on which my interest rate can convert from an adjustable rate to a fixed rate is called the "Conversion Date." **I can convert my interest rate only on one of these two Conversion Dates.**

If I want to exercise the Conversion Option, I must first meet certain conditions. Those conditions are that: (i) I must give the Note Holder notice that I want to do so; (ii) on the Conversion Date, I must not be in default under the Note or the Security Instrument; (iii) by a date specified by the Note Holder, I must pay the Note Holder a conversion fee of U.S. \$ \_\_\_\_\_; and (iv) I must sign and give the Note Holder any documents the Note Holder requires to effect the conversion.

**MULTISTATE ADJUSTABLE RATE RIDER—ARM PLAN 650—Single Family**

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**(B) Calculation of Fixed Rate**

My new, fixed interest rate will be equal to Fannie Mae's required net yield as of a date and time of day specified by the Note Holder for: (i) if the original term of this Note is greater than 15 years, 30-year fixed rate mortgages covered by applicable 60-day mandatory delivery commitments, plus five-eighths of one percentage point (0.625%), rounded to the nearest one-eighth of one percentage point (0.125%); or (ii) if the original term of this Note is 15 years or less, 15-year fixed rate mortgages covered by applicable 60-day mandatory delivery commitments, plus five-eighths of one percentage point (0.625%), rounded to the nearest one-eighth of one percentage point (0.125%). If this required net yield cannot be determined because the applicable commitments are not available, the Note Holder will determine my interest rate by using comparable information. My new rate calculated under this Section 5(B) will not be greater than the Maximum Rate stated in Section 4(D) above.

**(C) New Payment Amount and Effective Date**

If I choose to exercise the Conversion Option, the Note Holder will determine the amount of the monthly payment that would be sufficient to repay the unpaid principal I am expected to owe on the Conversion Date in full on the Maturity Date at my new fixed interest rate in substantially equal payments. The result of this calculation will be the new amount of my monthly payment. Beginning with my first monthly payment after the Conversion Date, I will pay the new amount as my monthly payment until the Maturity Date.

**C. TRANSFER OF THE PROPERTY OR A BENEFICIAL INTEREST IN BORROWER**

1. Until Borrower exercises the Conversion Option under the conditions stated in Section B of this Adjustable Rate Rider, Uniform Covenant 18 of the Security Instrument is amended to read as follows:

**Transfer of the Property or a Beneficial Interest in Borrower.** As used in this Section 18, "Interest in the Property" means any legal or beneficial interest in the Property, including, but not limited to, those beneficial interests transferred in a bond for deed, contract for deed, installment sales contract or escrow agreement, the intent of which is the transfer of title by Borrower at a future date to a purchaser.

If all or any part of the Property or any Interest in the Property is sold or transferred (or if Borrower is not a natural person and a beneficial interest in Borrower is sold or transferred) without Lender's prior written consent, Lender may require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if such exercise is prohibited by Applicable Law. Lender also shall not exercise this option if: (a) Borrower causes to be submitted to Lender information required by Lender to evaluate the intended transferee as if a new loan were being made to the transferee; and (b) Lender reasonably determines that Lender's security will not be impaired by the loan assumption and that the risk of a breach of any covenant or agreement in this Security Instrument is acceptable to Lender.

To the extent permitted by Applicable Law, Lender may charge a reasonable fee as a condition to Lender's consent to the loan assumption. Lender also may require the transferee to sign an assumption agreement that is acceptable to Lender and that obligates the transferee to keep all the promises and agreements made in the Note and in this Security Instrument. Borrower will continue to be obligated under the Note and this Security Instrument unless Lender releases Borrower in writing.

**MULTISTATE ADJUSTABLE RATE RIDER—ARM PLAN 650—Single Family**

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If Lender exercises the option to require immediate payment in full, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is given in accordance with Section 15 within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

2. If Borrower exercises the Conversion Option under the conditions stated in Section B of this Adjustable Rate Rider, the amendment to Uniform Covenant 18 of the Security Instrument contained in Section C1 above shall then cease to be in effect, and the provisions of Uniform Covenant 18 of the Security Instrument shall instead read as follows:

**Transfer of the Property or a Beneficial Interest in Borrower.** As used in this Section 18, "Interest in the Property" means any legal or beneficial interest in the Property, including, but not limited to, those beneficial interests transferred in a bond for deed, contract for deed, installment sales contract or escrow agreement, the intent of which is the transfer of title by Borrower at a future date to a purchaser.

If all or any part of the Property or any Interest in the Property is sold or transferred (or if Borrower is not a natural person and a beneficial interest in Borrower is sold or transferred) without Lender's prior written consent, Lender may require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if such exercise is prohibited by Applicable Law.

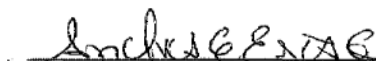
If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is given in accordance with Section 15 within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

**MULTISTATE ADJUSTABLE RATE RIDER—ARM PLAN 650—Single Family**

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BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in pages 1 through 5 of this Adjustable Rate Rider.

 (Seal) \_\_\_\_\_ (Seal)  
ANDRES GERARDO ESIS -Borrower -Borrower  
QUINONES

\_\_\_\_ (Seal) \_\_\_\_\_ (Seal)  
-Borrower -Borrower

\_\_\_\_ (Seal) \_\_\_\_\_ (Seal)  
-Borrower -Borrower

**MULTISTATE ADJUSTABLE RATE RIDER—ARM PLAN 650—Single Family**

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## **PLANNED UNIT DEVELOPMENT RIDER**

THIS PLANNED UNIT DEVELOPMENT RIDER is made this **17th** day of **July 2014**, and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust, or Security Deed (the "Security Instrument") of the same date, given by the undersigned (the "Borrower") to secure Borrower's Note to **FirstBank Puerto Rico d/b/a FirstBank Florida, Commercial Bank**

(the "Lender") of the same date and covering the Property described in the Security Instrument and located at:  
**11278 NW 88TH TERRACE**  
**Doral, FL 33178**

[Property Address]

The Property includes, but is not limited to, a parcel of land improved with a dwelling, together with other such parcels and certain common areas and facilities, as described in

(the "Declaration"). The Property is a part of a planned unit development known as  
**VILLA BELLA/MONACO**

[Name of Planned Unit Development]

(the "PUD"). The Property also includes Borrower's interest in the homeowners association or equivalent entity owning or managing the common areas and facilities of the PUD (the "Owners Association") and the uses, benefits and proceeds of Borrower's interest.

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

**A. PUD Obligations.** Borrower shall perform all of Borrower's obligations under the PUD's Constituent Documents. The "Constituent Documents" are the (i) Declaration; (ii) articles of incorporation, trust instrument or any equivalent document which creates the Owners Association; and (iii) any by-laws or other rules or regulations of the Owners Association. Borrower shall promptly pay, when due, all dues and assessments imposed pursuant to the Constituent Documents.

**B. Property Insurance.** So long as the Owners Association maintains, with a generally accepted insurance carrier, a "master" or "blanket" policy insuring the Property which is satisfactory to Lender and which provides insurance coverage in the amounts (including deductible levels), for the periods, and against loss by fire, hazards included within the term "extended coverage," and any other hazards, including, but not limited to, earthquakes and floods, for which Lender requires insurance, then: (i) Lender waives the provision in Section 3 for the Periodic Payment to Lender of the yearly premium installments for property insurance on the Property; and (ii) Borrower's obligation under Section 5 to maintain property insurance coverage on the Property is deemed satisfied to the extent that the required coverage is provided by the Owners Association policy.

**MULTISTATE PUD RIDER—Single Family—Fannie Mae/Freddie Mac UNIFORM INSTRUMENT**  
**Form 3150 1/01**

**MULTISTATE**  
**ITEM 1622L1**  
**(042009)**

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**(Page 1 of 3)**  
**140280R**



What Lender requires as a condition of this waiver can change during the term of the loan.

Borrower shall give Lender prompt notice of any lapse in required property insurance coverage provided by the master or blanket policy.

In the event of a distribution of property insurance proceeds in lieu of restoration or repair following a loss to the Property, or to common areas and facilities of the PUD, any proceeds payable to Borrower are hereby assigned and shall be paid to Lender. Lender shall apply the proceeds to the sums secured by the Security Instrument, whether or not then due, with the excess, if any, paid to Borrower.

**C. Public Liability Insurance.** Borrower shall take such actions as may be reasonable to ensure that the Owners Association maintains a public liability insurance policy acceptable in form, amount, and extent of coverage to Lender.

**D. Condemnation.** The proceeds of any award or claim for damages, direct or consequential, payable to Borrower in connection with any condemnation or other taking of all or any part of the Property or the common areas and facilities of the PUD, or for any conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender. Such proceeds shall be applied by Lender to the sums secured by the Security Instrument as provided in Section 11.

**E. Lender's Prior Consent.** Borrower shall not, except after notice to Lender and with Lender's prior written consent, either partition or subdivide the Property or consent to: (i) the abandonment or termination of the PUD, except for abandonment or termination required by law in the case of substantial destruction by fire or other casualty or in the case of a taking by condemnation or eminent domain; (ii) any amendment to any provision of the "Constituent Documents" if the provision is for the express benefit of Lender; (iii) termination of professional management and assumption of self-management of the Owners Association; or (iv) any action which would have the effect of rendering the public liability insurance coverage maintained by the Owners Association unacceptable to Lender.

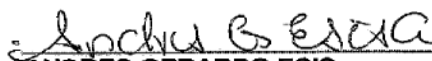
**F. Remedies.** If Borrower does not pay PUD dues and assessments when due, then Lender may pay them. Any amounts disbursed by Lender under this paragraph F shall become additional debt of Borrower secured by the Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.

MULTISTATE PUD RIDER—Single Family—Fannie Mae/Freddie Mac UNIFORM INSTRUMENT  
Form 3150 1/01

MULTISTATE  
ITEM 1622L2  
(042009)

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(Page 2 of 3)  
140280R

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in pages 1 through 3 of this PUD Rider.

 (Seal) \_\_\_\_\_ (Seal)  
**ANDRES GERARDO ESIS** -Borrower -Borrower  
**QUINONES**

\_\_\_\_ (Seal) \_\_\_\_\_ (Seal)  
-Borrower -Borrower

\_\_\_\_ (Seal) \_\_\_\_\_ (Seal)  
-Borrower -Borrower

**MULTISTATE PUD RIDER—Single Family—Fannie Mae/Freddie Mac UNIFORM INSTRUMENT**  
**Form 3150 1/01**

**MULTISTATE**  
**ITEM 1622L3**  
**(042009)**

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**(Page 3 of 3)**  
**140280R**



## SECOND HOME RIDER

THIS SECOND HOME RIDER is made this **17th** day of **July 2014**, and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust, or Security Deed (the "Security Instrument") of the same date given by the undersigned (the "Borrower," whether there are one or more persons undersigned) to secure Borrower's Note to **FirstBank Puerto Rico d/b/a FirstBank Florida, Commercial Bank** (the "Lender") of the same date and covering the Property described in the Security Instrument (the "Property"), which is located at:

**11278 NW 88TH TERRACE  
Doral, FL 33178**

[Property Address]

In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree that Sections 6 and 8 of the Security Instrument are deleted and are replaced by the following:

**6. Occupancy.** Borrower shall occupy, and shall only use, the Property as Borrower's second home. Borrower shall keep the Property available for Borrower's exclusive use and enjoyment at all times, and shall not subject the Property to any timesharing or other shared ownership arrangement or to any rental pool or agreement that requires Borrower either to rent the Property or give a management firm or any other person any control over the occupancy or use of the Property.

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

**MULTISTATE SECOND HOME RIDER—Single Family—  
Fannie Mae/Freddie Mac UNIFORM INSTRUMENT**

**Form 3890 1/01**

**MULTISTATE  
ITEM 7099L1  
(042209)**

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(Page 1 of 2)  
140280R**

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in pages 1 and 2 of this Second Home Rider.

 (Seal)  
ANDRES GERARDO ESIS -Borrower  
QUINONES

\_\_\_\_ (Seal)  
-Borrower

\_\_\_\_ (Seal)  
-Borrower

\_\_\_\_ (Seal)  
-Borrower

\_\_\_\_ (Seal)  
-Borrower

\_\_\_\_ (Seal)  
-Borrower

**MULTISTATE SECOND HOME RIDER—Single Family—  
Fannie Mae/Freddie Mac UNIFORM INSTRUMENT**

**Form 3890 1/01**

**MULTISTATE  
ITEM 7099L2  
(042209)**

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(Page 2 of 2)  
140280R**





## **1-4 FAMILY RIDER**

(Assignment of Rents)

THIS 1-4 FAMILY RIDER is made this **17th** day of **July 2014**, and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust, or Security Deed (the "Security Instrument") of the same date given by the undersigned (the "Borrower") to secure Borrower's Note to **FirstBank Puerto Rico d/b/a FirstBank Florida, Commercial Bank** (the "Lender") of the same date and covering the Property described in the Security Instrument and located at:

**11278 NW 88TH TERRACE  
Doral, FL 33178**

[Property Address]

**1-4 FAMILY COVENANTS.** In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree as follows:

**A. ADDITIONAL PROPERTY SUBJECT TO THE SECURITY INSTRUMENT.** In addition to the Property described in Security Instrument, the following items now or hereafter attached to the Property to the extent they are fixtures are added to the Property description, and shall also constitute the Property covered by the Security Instrument: building materials, appliances and goods of every nature whatsoever now or hereafter located in, on, or used, or intended to be used in connection with the Property, including, but not limited to, those for the purposes of supplying or distributing heating, cooling, electricity, gas, water, air and light, fire prevention and extinguishing apparatus, security and access control apparatus, plumbing, bath tubs, water heaters, water closets, sinks, ranges, stoves, refrigerators, dishwashers, disposals, washers, dryers, awnings, storm windows, storm doors, screens, blinds, shades, curtains and curtain rods, attached mirrors, cabinets, paneling and attached floor coverings, all of which, including replacements and additions thereto, shall be deemed to be and remain a part of the Property covered by the Security Instrument. All of the foregoing together with the Property described in the Security Instrument (or the leasehold estate if the Security Instrument is on a leasehold) are referred to in this 1-4 Family Rider and the Security Instrument as the "Property."

**B. USE OF PROPERTY; COMPLIANCE WITH LAW.** Borrower shall not seek, agree to or make a change in the use of the Property or its zoning classification, unless Lender has agreed in writing to the change. Borrower shall comply with all laws, ordinances, regulations and requirements of any governmental body applicable to the Property.

**C. SUBORDINATE LIENS.** Except as permitted by federal law, Borrower shall not allow any lien inferior to the Security Instrument to be perfected against the Property without Lender's prior written permission.

**D. RENT LOSS INSURANCE.** Borrower shall maintain insurance against rent loss in addition to the other hazards for which insurance is required by Section 5.

**E. "BORROWER'S RIGHT TO REINSTATE" DELETED.** Section 19 is deleted.

**F. BORROWER'S OCCUPANCY.** Unless Lender and Borrower otherwise agree in writing, Section 6 concerning Borrower's occupancy of the Property is deleted.

**MULTISTATE 1-4 FAMILY RIDER—Fannie Mac/Freddie Mac UNIFORM INSTRUMENT**

**Form 3170 1/01**

**MULTISTATE  
ITEM 1790L1  
(042009)**

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(Page 1 of 3)  
140280R**

**G. ASSIGNMENT OF LEASES.** Upon Lender's request after default, Borrower shall assign to Lender all leases of the Property and all security deposits made in connection with leases of the Property. Upon the assignment, Lender shall have the right to modify, extend or terminate the existing leases and to execute new leases, in Lender's sole discretion. As used in this paragraph G, the word "lease" shall mean "sublease" if the Security Instrument is on a leasehold.

**H. ASSIGNMENT OF RENTS; APPOINTMENT OF RECEIVER; LENDER IN POSSESSION.** Borrower absolutely and unconditionally assigns and transfers to Lender all the rents and revenues ("Rents") of the Property, regardless of to whom the Rents of the Property are payable. Borrower authorizes Lender or Lender's agents to collect the Rents, and agrees that each tenant of the Property shall pay the Rents to Lender or Lender's agents. However, Borrower shall receive the Rents until: (i) Lender has given Borrower notice of default pursuant to Section 22 of the Security Instrument, and (ii) Lender has given notice to the tenant(s) that the Rents are to be paid to Lender or Lender's agent. This assignment of Rents constitutes an absolute assignment and not an assignment for additional security only.

If Lender gives notice of default to Borrower: (i) all Rents received by Borrower shall be held by Borrower as trustee for the benefit of Lender only, to be applied to the sums secured by the Security Instrument; (ii) Lender shall be entitled to collect and receive all of the Rents of the Property; (iii) Borrower agrees that each tenant of the Property shall pay all Rents due and unpaid to Lender or Lender's agents upon Lender's written demand to the tenant; (iv) unless applicable law provides otherwise, all Rents collected by Lender or Lender's agents shall be applied first to the costs of taking control of and managing the Property and collecting the Rents, including, but not limited to, attorney's fees, receiver's fees, premiums on receiver's bonds, repair and maintenance costs, insurance premiums, taxes, assessments and other charges on the Property, and then to the sums secured by the Security Instrument; (v) Lender, Lender's agents or any judicially appointed receiver shall be liable to account for only those Rents actually received; and (vi) Lender shall be entitled to have a receiver appointed to take possession of and manage the Property and collect the Rents and profits derived from the Property without any showing as to the inadequacy of the Property as security.

If the Rents of the Property are not sufficient to cover the costs of taking control of and managing the Property and of collecting the Rents any funds expended by Lender for such purposes shall become indebtedness of Borrower to Lender secured by the Security Instrument pursuant to Section 9.

Borrower represents and warrants that Borrower has not executed any prior assignment of the Rents and has not performed, and will not perform, any act that would prevent Lender from exercising its rights under this paragraph.

Lender, or Lender's agents or a judicially appointed receiver, shall not be required to enter upon, take control of or maintain the Property before or after giving notice of default to Borrower. However, Lender, or Lender's agents or a judicially appointed receiver, may do so at any time when a default occurs. Any application of Rents shall not cure or waive any default or invalidate any other right or remedy of Lender. This assignment of Rents of the Property shall terminate when all the sums secured by the Security Instrument are paid in full.

**I. CROSS-DEFAULT PROVISION.** Borrower's default or breach under any note or agreement in which Lender has an interest shall be a breach under the Security Instrument and Lender may invoke any of the remedies permitted by the Security Instrument.

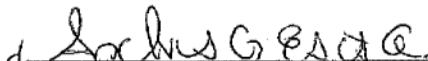
**MULTISTATE 1-4 FAMILY RIDER—Fannie Mae/Freddie Mac UNIFORM INSTRUMENT**

**Form 3170 1/01**

**MULTISTATE**  
ITEM 1790L2  
(042009)

**GreatDocs®**  
(Page 2 of 3)  
140280R

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in pages 1 through 3 of this 1-4 Family Rider.

 (Seal) \_\_\_\_\_ (Seal)  
ANDRES GERARDO ESIS -Borrower -Borrower  
QUINONES

\_\_\_\_\_ (Seal) \_\_\_\_\_ (Seal)  
-Borrower -Borrower

\_\_\_\_\_ (Seal) \_\_\_\_\_ (Seal)  
-Borrower -Borrower

**MULTISTATE 1-4 FAMILY RIDER—Fannie Mae/Freddie Mac UNIFORM INSTRUMENT**

**Form 3170 1/01**

**MULTISTATE**  
ITEM 1790L3  
(042009)

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(Page 3 of 3)  
140280R



**ADJUSTABLE RATE RIDER**  
(Three-Year Treasury Index—Rate Caps—Fixed Rate Conversion Option)

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THIS ADJUSTABLE RATE RIDER is made this **17th** day of **July 2014**, and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust, or Security Deed (the "Security Instrument") of the same date given by the undersigned ("Borrower") to secure Borrower's Adjustable Rate Note (the "Note") to **FirstBank Puerto Rico d/b/a FirstBank Florida, Commercial Bank** ("Lender") of the same date and covering the property described in the Security Instrument and located at:

**11278 NW 88TH TERRACE**  
**Doral, FL 33178**

[Property Address]

THE NOTE CONTAINS PROVISIONS ALLOWING FOR CHANGES IN THE INTEREST RATE AND THE MONTHLY PAYMENT. THE NOTE LIMITS THE AMOUNT BORROWER'S ADJUSTABLE INTEREST RATE CAN CHANGE AT ANY ONE TIME AND THE MAXIMUM RATE BORROWER MUST PAY. THE NOTE ALSO CONTAINS THE OPTION TO CONVERT THE ADJUSTABLE RATE TO A FIXED RATE.

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

**A. ADJUSTABLE RATE AND MONTHLY PAYMENT CHANGES**

The Note provides for an initial interest rate of **5.0000%**. The Note provides for changes in the adjustable interest rate and the monthly payments, as follows:

**4. INTEREST RATE AND MONTHLY PAYMENT CHANGES**

**(A) Change Dates**

The interest rate I will pay may change on the first day of **August 2019**, and on that day every 12 months thereafter. Each date on which my interest rate could change is called a "Change Date."

**(B) The Index**

Beginning with the first Change Date, my interest rate will be based on an Index. The "Index" is the weekly average yield on United States Treasury securities adjusted to a constant maturity of three years, as made available by the Federal Reserve Board. The most recent Index figure available as of the date 45 days before each Change Date is called the "Current Index."

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

**MULTISTATE ADJUSTABLE RATE RIDER—ARM PLAN 650—Single Family**

ITEM 130410L1  
(C4115L) (092812)

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(Page 1 of 5)





**(C) Calculation of Changes**

Before each Change Date, the Note Holder will calculate my new interest rate by adding **Three** percentage points ( **3.0000%**) to the Current Index. The Note Holder will then round the result of this addition to the nearest one-eighth of one percentage point (0.125%). Subject to the limits stated in Section 4(D) below, this rounded amount will be my new interest rate until the next Change Date.

The Note Holder will then determine the amount of the monthly payment that would be sufficient to repay the unpaid principal that I am expected to owe at the Change Date in full on the Maturity Date at my new interest rate in substantially equal payments. The result of this calculation will be the new amount of my monthly payment.

**(D) Limits on Interest Rate Changes**

The interest rate I am required to pay at the first Change Date will not be greater than **7.0000%** or less than **3.0000%**. Thereafter, my interest rate will never be increased or decreased on any single Change Date by more than two percentage points from the rate of interest I have been paying for the preceding 12 months. My interest will never be greater than **9.0000%**, which is called the "Maximum Rate."

**(E) Effective Date of Changes**

My new interest rate will become effective on each Change Date. I will pay the amount of my new monthly payment beginning on the first monthly payment date after the Change Date until the amount of my monthly payment changes again.

**(F) Notice of Changes**

The Note Holder will deliver or mail to me a notice of any changes in my adjustable interest rate and the amount of my monthly payment before the effective date of any change. The notice will include information required by law to be given to me and also the title and telephone number of a person who will answer any question I may have regarding the notice.

**B. FIXED INTEREST RATE OPTION**

The Note provides for the Borrower's option to convert from an adjustable interest rate with interest rate limits to a fixed interest rate, as follows:

**5. FIXED INTEREST RATE OPTION**

**(A) Option to Convert to Fixed Rate**

I have a Conversion Option that I can exercise unless I am in default or this Section 5(A) will not permit me to do so. The "Conversion Option" is my option to convert the interest rate I am required to pay by this Note from an adjustable rate with interest rate limits to the fixed rate calculated under Section 5(B) below.

The conversion can only take place on the first or second Change Date. Each Change Date on which my interest rate can convert from an adjustable rate to a fixed rate is called the "Conversion Date." **I can convert my interest rate only on one of these two Conversion Dates.**

If I want to exercise the Conversion Option, I must first meet certain conditions. Those conditions are that: (i) I must give the Note Holder notice that I want to do so; (ii) on the Conversion Date, I must not be in default under the Note or the Security Instrument; (iii) by a date specified by the Note Holder, I must pay the Note Holder a conversion fee of U.S. \$ \_\_\_\_\_; and (iv) I must sign and give the Note Holder any documents the Note Holder requires to effect the conversion.

**MULTISTATE ADJUSTABLE RATE RIDER—ARM PLAN 650—Single Family**

ITEM 130410L2  
(C4115L) (092812)

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(Page 2 of 5)

**(B) Calculation of Fixed Rate**

My new, fixed interest rate will be equal to Fannie Mae's required net yield as of a date and time of day specified by the Note Holder for: (i) if the original term of this Note is greater than 15 years, 30-year fixed rate mortgages covered by applicable 60-day mandatory delivery commitments, plus five-eighths of one percentage point (0.625%), rounded to the nearest one-eighth of one percentage point (0.125%); or (ii) if the original term of this Note is 15 years or less, 15-year fixed rate mortgages covered by applicable 60-day mandatory delivery commitments, plus five-eighths of one percentage point (0.625%), rounded to the nearest one-eighth of one percentage point (0.125%). If this required net yield cannot be determined because the applicable commitments are not available, the Note Holder will determine my interest rate by using comparable information. My new rate calculated under this Section 5(B) will not be greater than the Maximum Rate stated in Section 4(D) above.

**(C) New Payment Amount and Effective Date**

If I choose to exercise the Conversion Option, the Note Holder will determine the amount of the monthly payment that would be sufficient to repay the unpaid principal I am expected to owe on the Conversion Date in full on the Maturity Date at my new fixed interest rate in substantially equal payments. The result of this calculation will be the new amount of my monthly payment. Beginning with my first monthly payment after the Conversion Date, I will pay the new amount as my monthly payment until the Maturity Date.

**C. TRANSFER OF THE PROPERTY OR A BENEFICIAL INTEREST IN BORROWER**

1. Until Borrower exercises the Conversion Option under the conditions stated in Section B of this Adjustable Rate Rider, Uniform Covenant 18 of the Security Instrument is amended to read as follows:

**Transfer of the Property or a Beneficial Interest in Borrower.** As used in this Section 18, "Interest in the Property" means any legal or beneficial interest in the Property, including, but not limited to, those beneficial interests transferred in a bond for deed, contract for deed, installment sales contract or escrow agreement, the intent of which is the transfer of title by Borrower at a future date to a purchaser.

If all or any part of the Property or any Interest in the Property is sold or transferred (or if Borrower is not a natural person and a beneficial interest in Borrower is sold or transferred) without Lender's prior written consent, Lender may require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if such exercise is prohibited by Applicable Law. Lender also shall not exercise this option if: (a) Borrower causes to be submitted to Lender information required by Lender to evaluate the intended transferee as if a new loan were being made to the transferee; and (b) Lender reasonably determines that Lender's security will not be impaired by the loan assumption and that the risk of a breach of any covenant or agreement in this Security Instrument is acceptable to Lender.

To the extent permitted by Applicable Law, Lender may charge a reasonable fee as a condition to Lender's consent to the loan assumption. Lender also may require the transferee to sign an assumption agreement that is acceptable to Lender and that obligates the transferee to keep all the promises and agreements made in the Note and in this Security Instrument. Borrower will continue to be obligated under the Note and this Security Instrument unless Lender releases Borrower in writing.

**MULTISTATE ADJUSTABLE RATE RIDER—ARM PLAN 650—Single Family**

ITEM 130410L3  
(C4115L) (092812)

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(Page 3 of 5)





If Lender exercises the option to require immediate payment in full, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is given in accordance with Section 15 within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

2. If Borrower exercises the Conversion Option under the conditions stated in Section B of this Adjustable Rate Rider, the amendment to Uniform Covenant 18 of the Security Instrument contained in Section C1 above shall then cease to be in effect, and the provisions of Uniform Covenant 18 of the Security Instrument shall instead read as follows:

**Transfer of the Property or a Beneficial Interest in Borrower.** As used in this Section 18, "Interest in the Property" means any legal or beneficial interest in the Property, including, but not limited to, those beneficial interests transferred in a bond for deed, contract for deed, installment sales contract or escrow agreement, the intent of which is the transfer of title by Borrower at a future date to a purchaser.

If all or any part of the Property or any Interest in the Property is sold or transferred (or if Borrower is not a natural person and a beneficial interest in Borrower is sold or transferred) without Lender's prior written consent, Lender may require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if such exercise is prohibited by Applicable Law.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is given in accordance with Section 15 within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.


MULTISTATE ADJUSTABLE RATE RIDER—ARM PLAN 650—Single Family

ITEM 130410L4  
(C4115L) (092812)

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(Page 4 of 5)



BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in pages 1 through 5 of this Adjustable Rate Rider.

 (Seal) \_\_\_\_\_ (Seal)  
ANDRES GERARDO ESIS -Borrower -Borrower  
QUINONES

\_\_\_\_\_ (Seal) \_\_\_\_\_ (Seal)  
-Borrower -Borrower

\_\_\_\_\_ (Seal) \_\_\_\_\_ (Seal)  
-Borrower -Borrower

MULTISTATE ADJUSTABLE RATE RIDER—ARM PLAN 650—Single Family

ITEM 130410L5  
(092812)

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(Page 5 of 5)





## PLANNED UNIT DEVELOPMENT RIDER

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THIS PLANNED UNIT DEVELOPMENT RIDER is made this **17th** day of **July 2014**, and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust, or Security Deed (the "Security Instrument") of the same date, given by the undersigned (the "Borrower") to secure Borrower's Note to **FirstBank Puerto Rico d/b/a FirstBank Florida, Commercial Bank**

(the "Lender") of the same date and covering the Property described in the Security Instrument and located at:

**11278 NW 88TH TERRACE  
Doral, FL 33178**

[Property Address]

The Property includes, but is not limited to, a parcel of land improved with a dwelling, together with other such parcels and certain common areas and facilities, as described in

(the "Declaration"). The Property is a part of a planned unit development known as

**VILLA BELLA/MONACO**

[Name of Planned Unit Development]

(the "PUD"). The Property also includes Borrower's interest in the homeowners association or equivalent entity owning or managing the common areas and facilities of the PUD (the "Owners Association") and the uses, benefits and proceeds of Borrower's interest.

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

**A. PUD Obligations.** Borrower shall perform all of Borrower's obligations under the PUD's Constituent Documents. The "Constituent Documents" are the (i) Declaration; (ii) articles of incorporation, trust instrument or any equivalent document which creates the Owners Association; and (iii) any by-laws or other rules or regulations of the Owners Association. Borrower shall promptly pay, when due, all dues and assessments imposed pursuant to the Constituent Documents.

**B. Property Insurance.** So long as the Owners Association maintains, with a generally accepted insurance carrier, a "master" or "blanket" policy insuring the Property which is satisfactory to Lender and which provides insurance coverage in the amounts (including deductible levels), for the periods, and against loss by fire, hazards included within the term "extended coverage," and any other hazards, including, but not limited to, earthquakes and floods, for which Lender requires insurance, then: (i) Lender waives the provision in Section 3 for the Periodic Payment to Lender of the yearly premium installments for property insurance on the Property; and (ii) Borrower's obligation under Section 5 to maintain property insurance coverage on the Property is deemed satisfied to the extent that the required coverage is provided by the Owners Association policy.

**MULTISTATE PUD RIDER—Single Family—Fannie Mae/Freddie Mac UNIFORM INSTRUMENT  
Form 3150 1/01**

**MULTISTATE  
ITEM 1622L1  
(042009)**

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(Page 1 of 3)  
140280R**

What Lender requires as a condition of this waiver can change during the term of the loan.

Borrower shall give Lender prompt notice of any lapse in required property insurance coverage provided by the master or blanket policy.

In the event of a distribution of property insurance proceeds in lieu of restoration or repair following a loss to the Property, or to common areas and facilities of the PUD, any proceeds payable to Borrower are hereby assigned and shall be paid to Lender. Lender shall apply the proceeds to the sums secured by the Security Instrument, whether or not then due, with the excess, if any, paid to Borrower.

**C. Public Liability Insurance.** Borrower shall take such actions as may be reasonable to ensure that the Owners Association maintains a public liability insurance policy acceptable in form, amount, and extent of coverage to Lender.

**D. Condemnation.** The proceeds of any award or claim for damages, direct or consequential, payable to Borrower in connection with any condemnation or other taking of all or any part of the Property or the common areas and facilities of the PUD, or for any conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender. Such proceeds shall be applied by Lender to the sums secured by the Security Instrument as provided in Section 11.

**E. Lender's Prior Consent.** Borrower shall not, except after notice to Lender and with Lender's prior written consent, either partition or subdivide the Property or consent to: (i) the abandonment or termination of the PUD, except for abandonment or termination required by law in the case of substantial destruction by fire or other casualty or in the case of a taking by condemnation or eminent domain; (ii) any amendment to any provision of the "Constituent Documents" if the provision is for the express benefit of Lender; (iii) termination of professional management and assumption of self-management of the Owners Association; or (iv) any action which would have the effect of rendering the public liability insurance coverage maintained by the Owners Association unacceptable to Lender.

**F. Remedies.** If Borrower does not pay PUD dues and assessments when due, then Lender may pay them. Any amounts disbursed by Lender under this paragraph F shall become additional debt of Borrower secured by the Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.


MULTISTATE PUD RIDER—Single Family—Fannie Mae/Freddie Mac UNIFORM INSTRUMENT  
Form 3150 1/01

MULTISTATE  
ITEM 1622L2  
(042009)

GreatDocs®  
(Page 2 of 3)  
140280R



BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in pages 1 through 3 of this PUD Rider.

 (Seal) \_\_\_\_\_ (Seal)  
ANDRES GERARDO ESIS -Borrower -Borrower  
QUINONES

\_\_\_\_\_ (Seal) \_\_\_\_\_ (Seal)  
-Borrower -Borrower

\_\_\_\_\_ (Seal) \_\_\_\_\_ (Seal)  
-Borrower -Borrower

MULTISTATE PUD RIDER—Single Family—Fannie Mae/Freddie Mac UNIFORM INSTRUMENT  
Form 3150 1/01

MULTISTATE  
ITEM 1622L3  
(042009)

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(Page 3 of 3)  
140280R



## SECOND HOME RIDER

THIS SECOND HOME RIDER is made this **17th** day of **July 2014**, and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust, or Security Deed (the "Security Instrument") of the same date given by the undersigned (the "Borrower," whether there are one or more persons undersigned) to secure Borrower's Note to **FirstBank Puerto Rico d/b/a FirstBank Florida, Commercial Bank** (the "Lender") of the same date and covering the Property described in the Security Instrument (the "Property"), which is located at:

**11278 NW 88TH TERRACE  
Doral, FL 33178**

[Property Address]

In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree that Sections 6 and 8 of the Security Instrument are deleted and are replaced by the following:

**6. Occupancy.** Borrower shall occupy, and shall only use, the Property as Borrower's second home. Borrower shall keep the Property available for Borrower's exclusive use and enjoyment at all times, and shall not subject the Property to any timesharing or other shared ownership arrangement or to any rental pool or agreement that requires Borrower either to rent the Property or give a management firm or any other person any control over the occupancy or use of the Property.

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

**MULTISTATE SECOND HOME RIDER—Single Family—  
Fannie Mae/Freddie Mac UNIFORM INSTRUMENT**

**Form 3890 1/01**

**MULTISTATE  
ITEM 7099L1  
(042209)**

**GreatDocs®  
(Page 1 of 2)  
140280R**



BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in pages 1 and 2 of this Second Home Rider.

  
\_\_\_\_\_  
**ANDRES GERARDO ESIS**  
**QUINONES**  
-Borrower

(Seal)

-Borrower

(Seal)

-Borrower

(Seal)

-Borrower

(Seal)

-Borrower

(Seal)

-Borrower

(Seal)

-Borrower

**MULTISTATE SECOND HOME RIDER—Single Family—  
Fannie Mae/Freddie Mac UNIFORM INSTRUMENT**

**Form 3890 1/01**

**MULTISTATE  
ITEM 7099L2  
(042209)**

**GreatDocs®  
(Page 2 of 2)  
140280R**



**1-4 FAMILY RIDER**  
(Assignment of Rents)

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THIS 1-4 FAMILY RIDER is made this **17th** day of **July 2014**, and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust, or Security Deed (the "Security Instrument") of the same date given by the undersigned (the "Borrower") to secure Borrower's Note to **FirstBank Puerto Rico d/b/a FirstBank Florida, Commercial Bank** (the "Lender") of the same date and covering the Property described in the Security Instrument and located at:  
**11278 NW 88TH TERRACE**  
**Doral, FL 33178**

[Property Address]

**1-4 FAMILY COVENANTS.** In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree as follows:

**A. ADDITIONAL PROPERTY SUBJECT TO THE SECURITY INSTRUMENT.** In addition to the Property described in Security Instrument, the following items now or hereafter attached to the Property to the extent they are fixtures are added to the Property description, and shall also constitute the Property covered by the Security Instrument: building materials, appliances and goods of every nature whatsoever now or hereafter located in, on, or used, or intended to be used in connection with the Property, including, but not limited to, those for the purposes of supplying or distributing heating, cooling, electricity, gas, water, air and light, fire prevention and extinguishing apparatus, security and access control apparatus, plumbing, bath tubs, water heaters, water closets, sinks, ranges, stoves, refrigerators, dishwashers, disposals, washers, dryers, awnings, storm windows, storm doors, screens, blinds, shades, curtains and curtain rods, attached mirrors, cabinets, paneling and attached floor coverings, all of which, including replacements and additions thereto, shall be deemed to be and remain a part of the Property covered by the Security Instrument. All of the foregoing together with the Property described in the Security Instrument (or the leasehold estate if the Security Instrument is on a leasehold) are referred to in this 1-4 Family Rider and the Security Instrument as the "Property."

**B. USE OF PROPERTY; COMPLIANCE WITH LAW.** Borrower shall not seek, agree to or make a change in the use of the Property or its zoning classification, unless Lender has agreed in writing to the change. Borrower shall comply with all laws, ordinances, regulations and requirements of any governmental body applicable to the Property.

**C. SUBORDINATE LIENS.** Except as permitted by federal law, Borrower shall not allow any lien inferior to the Security Instrument to be perfected against the Property without Lender's prior written permission.

**D. RENT LOSS INSURANCE.** Borrower shall maintain insurance against rent loss in addition to the other hazards for which insurance is required by Section 5.

**E. "BORROWER'S RIGHT TO REINSTATE" DELETED.** Section 19 is deleted.

**F. BORROWER'S OCCUPANCY.** Unless Lender and Borrower otherwise agree in writing, Section 6 concerning Borrower's occupancy of the Property is deleted.

**MULTISTATE 1-4 FAMILY RIDER—Fannie Mae/Freddie Mac UNIFORM INSTRUMENT**

**Form 3170 1/01**

**MULTISTATE**  
ITEM 1790L1  
(042009)

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(Page 1 of 3)  
**140280R**



**G. ASSIGNMENT OF LEASES.** Upon Lender's request after default, Borrower shall assign to Lender all leases of the Property and all security deposits made in connection with leases of the Property. Upon the assignment, Lender shall have the right to modify, extend or terminate the existing leases and to execute new leases, in Lender's sole discretion. As used in this paragraph G, the word "lease" shall mean "sublease" if the Security Instrument is on a leasehold.

**H. ASSIGNMENT OF RENTS; APPOINTMENT OF RECEIVER; LENDER IN POSSESSION.** Borrower absolutely and unconditionally assigns and transfers to Lender all the rents and revenues ("Rents") of the Property, regardless of to whom the Rents of the Property are payable. Borrower authorizes Lender or Lender's agents to collect the Rents, and agrees that each tenant of the Property shall pay the Rents to Lender or Lender's agents. However, Borrower shall receive the Rents until: (i) Lender has given Borrower notice of default pursuant to Section 22 of the Security Instrument, and (ii) Lender has given notice to the tenant(s) that the Rents are to be paid to Lender or Lender's agent. This assignment of Rents constitutes an absolute assignment and not an assignment for additional security only.

If Lender gives notice of default to Borrower: (i) all Rents received by Borrower shall be held by Borrower as trustee for the benefit of Lender only, to be applied to the sums secured by the Security Instrument; (ii) Lender shall be entitled to collect and receive all of the Rents of the Property; (iii) Borrower agrees that each tenant of the Property shall pay all Rents due and unpaid to Lender or Lender's agents upon Lender's written demand to the tenant; (iv) unless applicable law provides otherwise, all Rents collected by Lender or Lender's agents shall be applied first to the costs of taking control of and managing the Property and collecting the Rents, including, but not limited to, attorney's fees, receiver's fees, premiums on receiver's bonds, repair and maintenance costs, insurance premiums, taxes, assessments and other charges on the Property, and then to the sums secured by the Security Instrument; (v) Lender, Lender's agents or any judicially appointed receiver shall be liable to account for only those Rents actually received; and (vi) Lender shall be entitled to have a receiver appointed to take possession of and manage the Property and collect the Rents and profits derived from the Property without any showing as to the inadequacy of the Property as security.

If the Rents of the Property are not sufficient to cover the costs of taking control of and managing the Property and of collecting the Rents any funds expended by Lender for such purposes shall become indebtedness of Borrower to Lender secured by the Security Instrument pursuant to Section 9.

Borrower represents and warrants that Borrower has not executed any prior assignment of the Rents and has not performed, and will not perform, any act that would prevent Lender from exercising its rights under this paragraph.

Lender, or Lender's agents or a judicially appointed receiver, shall not be required to enter upon, take control of or maintain the Property before or after giving notice of default to Borrower. However, Lender, or Lender's agents or a judicially appointed receiver, may do so at any time when a default occurs. Any application of Rents shall not cure or waive any default or invalidate any other right or remedy of Lender. This assignment of Rents of the Property shall terminate when all the sums secured by the Security Instrument are paid in full.

**I. CROSS-DEFAULT PROVISION.** Borrower's default or breach under any note or agreement in which Lender has an interest shall be a breach under the Security Instrument and Lender may invoke any of the remedies permitted by the Security Instrument.

**MULTISTATE 1-4 FAMILY RIDER—Fannie Mac/Freddie Mac UNIFORM INSTRUMENT**


**Form 3170 1/01**

**MULTISTATE**  
ITEM 1790L2  
(042009)

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(Page 2 of 3)  
140280R



BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in pages 1 through 3 of this 1-4 Family Rider.

 (Seal) \_\_\_\_\_ (Seal)  
ANDRES GERARDO ESIS -Borrower -Borrower  
QUINONES

\_\_\_\_\_ (Seal) \_\_\_\_\_ (Seal)  
-Borrower -Borrower

\_\_\_\_\_ (Seal) \_\_\_\_\_ (Seal)  
-Borrower -Borrower

MULTISTATE 1-4 FAMILY RIDER—Fannie Mae/Freddie Mac UNIFORM INSTRUMENT

Form 3170 1/01

MULTISTATE  
ITEM 1790L3  
(042009)

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(Page 3 of 3)  
140280R





# Exhibit “B”

CFN 20190009910  
DR BK 31279 Pgs 2740-2752 (13Pgs)  
RECORDED 01/04/2019 17:25:04  
MTG DOC TAX \$2,198.70  
INTANG TAX \$1,256.20  
HARVEY RUVIN, CLERK OF COURT  
MIAMI-DADE COUNTY, FLORIDA

After Recording Return To:  
Brian H. Smith, Esquire  
20 North Third Street  
Philadelphia, PA 19106

[Space Above This Line for Recording Data]

## SECURITY INSTRUMENT

- (A) **"Security Instrument"** means this document, which is dated 11/26/18, together with all Riders to this document.
- (B) **"Mortgagor"** is Andres Esis Quinones a/k/a Andres Esis a/k/a Andres Gerardo Esis Quinones.
- (C) **"Mortgagee"** is Complete Business Solutions Group, Inc. Mortgagee is a corporation organized and existing under the laws of the State of Delaware. Mortgagee's address is Mortgagee's address is 22 North 3<sup>rd</sup> Street, Philadelphia, Pennsylvania 19106.
- (D) **"Note"** means, collectively, the Factoring Agreements signed by USV Parts Corp. ("USV") and dated November 27, 2018. The Note states that such entity owes Mortgagee Six Hundred Twenty-Eight Thousand One Hundred and 17/100 Dollars (U.S. \$628,100.17) plus fees.
- (E) **"Property"** means the property that is described below under the heading "Transfer of Rights in the Property."
- (F) **"Advance"** means the debt evidenced by the Note, plus fees, any prepayment charges and late charges due under the Note, and all sums due under this Security Instrument, plus fees.
- (G) **"Applicable Law"** means all controlling applicable federal, state and local statutes, regulations, ordinances and administrative rules and orders (that have the effect of law) as well as all applicable final, non-appealable judicial opinions.
- (H) **"Electronic Funds Transfer"** means any transfer of funds, other than a transaction originated by check, draft, or similar paper instrument, which is initiated through an electronic terminal, telephonic instrument, computer, or magnetic tape so as to order, instruct, or authorize a financial institution to debit or credit an account. Such term includes, but is not limited to, point-of-sale transfers, automated teller machine transactions, transfers initiated by telephone, wire transfers, and automated clearinghouse transfers.
- (I) **"Miscellaneous Proceeds"** means any compensation, settlement, award of damages, or proceeds paid by any third party (other than insurance proceeds paid under the coverages described in Section 4) for: (i) damage to, or destruction of, the Property; (ii) condemnation or other taking of all or any part of the Property; (iii) conveyance in lieu of condemnation; or (iv) misrepresentations of, or omissions as to, the value and/or condition of the Property.
- (J) **"Periodic Payment"** means the regularly scheduled amount due for (i) principal and fees under the Note, plus (ii) any amounts under Section 3 of this Security Instrument.
- (K) **"Successor in Interest of Mortgageor"** means any party that has taken title to the Property, whether

(page 1 of 13 pages)

or not that party has assumed the obligations under the Note and/or this Security Instrument.  
TRANSFER OF RIGHTS IN THE PROPERTY

This Security Instrument secures to Mortgagee: (i) the repayment of the Advance, and, if entered into, any renewals, extensions and modifications of the Note; and (ii) the performance of Mortgagor's covenants and agreements under this Security Instrument and the Note. For this purpose, Mortgagor irrevocably grants and conveys to Mortgagee a security interest in the following property more specifically described on Exhibit "A" hereto: 11278 NW 88<sup>th</sup> Terrace, Doral, FL ("Property Address"), together with all the improvements now or hereafter erected on the property, and all easements, appurtenances, and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property."

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

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

UNIFORM COVENANTS. Mortgagor and Mortgagee covenant and agree as follows:

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

Payments are deemed received by Mortgagee when received at the location designated in the Note or at such other location as may be designated by Mortgagee in accordance with the notice provisions in Section 12. Mortgagee may return any payment or partial payment if the payment or partial payments are insufficient to bring the Advance current. Mortgagee may accept any payment or partial payment insufficient to bring the Advance current, without waiver of any rights hereunder or prejudice to its rights to refuse such payment or partial payments in the future, but Mortgagee is not obligated to apply such payments at the time such payments are accepted. If each Periodic Payment is applied as of its scheduled due date, then Mortgagee need not pay Fees on unapplied funds. Mortgagee may hold such unapplied funds until Mortgagor makes payment to bring the Advance current. If USV does not do so within a reasonable period of time, Mortgagee shall either apply such funds or return them to USV. If not applied earlier, such funds will be applied to the outstanding principal balance under the Note immediately prior to foreclosure. No offset or claim which USV might have now or in the future against Mortgagee shall relieve USV from making payments due under the Note and this Security Instrument or performing the covenants and agreements secured by this Security Instrument.

*(page 2 of 13 pages)*

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

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

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

**3. Charges; Liens.** Mortgagor shall pay all taxes, assessments, charges, fines, and impositions attributable to the Property which can attain priority over this Security Instrument, leasehold payments or ground rents on the Property, if any, and Community Association Dues, Fees, and Assessments, if any.

Mortgagor shall promptly discharge any lien which has priority over this Security Instrument unless Mortgagor: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Mortgagee, but only so long as Mortgagor is performing such agreement; (b) contests the lien in good faith by, or defends against enforcement of the lien in, legal proceedings which in Mortgagee's opinion operate to prevent the enforcement of the lien while those proceedings are pending, but only until such proceedings are concluded; or (c) secures from the holder of the lien an agreement satisfactory to Mortgagee subordinating the lien to this Security Instrument. If Mortgagee determines that any part of the Property is subject to a lien which can attain priority over this Security Instrument, Mortgagee may give Mortgagor a notice identifying the lien. Within 10 days of the date on which that notice is given, Mortgagor shall satisfy the lien or take one or more of the actions set forth above in this Section 3.

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

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

If Mortgagor fails to maintain any of the coverages described above, Mortgagee may obtain insurance coverage, at Mortgagee's option and Mortgagor's expense. Mortgagee is under no obligation to purchase any particular type or amount of coverage. Therefore, such coverage shall cover Mortgagee, but

*(page 3 of 13 pages)*



might or might not protect Mortgagor, Mortgagor's equity in the Property, or the contents of the Property, against any risk, hazard or liability and might provide greater or lesser coverage than was previously in effect. Mortgagor acknowledges that the cost of the insurance coverage so obtained might significantly exceed the cost of insurance that Mortgagor could have obtained. Any amounts disbursed by Mortgagee under this Section 4 shall become additional debt secured by this Security Instrument. These amounts shall bear interest at the Note rate from the date of disbursement and shall be payable, with such interest within 30 days after the date of the Notice.

All insurance policies required by Mortgagee and renewals of such policies shall be subject to Mortgagee's right to disapprove such policies, shall include a standard mortgage clause, and shall name Mortgagee as mortgagee and/or as an additional loss payee. Mortgagee shall have the right to hold the policies and renewal certificates. If Mortgagee requires, Mortgagor shall promptly give to Mortgagee all receipts of paid premiums and renewal notices. If Mortgagor obtains any form of insurance coverage, not otherwise required by Mortgagee, for damage to, or destruction of, the Property, such policy shall include a standard mortgage clause and shall name Mortgagee as mortgagee and/or as an additional loss payee.

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

If Mortgagor abandons the Property, Mortgagee may file, negotiate and settle any available insurance claim and related matters. If Mortgagor does not respond within 30 days to a notice from Mortgagee that the insurance carrier has offered to settle a claim, then Mortgagee may negotiate and settle the claim. The 30-day period will begin when the notice is given. In either event, or if Mortgagee acquires the

Property under Section 19 or otherwise, Mortgagor hereby assigns to Mortgagee (a) Mortgagor's rights to any insurance proceeds in an amount not to exceed the amounts unpaid under the Note or this Security Instrument, and (b) any other of Mortgagor's rights (other than the right to any refund of unearned premiums paid by Mortgagor) under all insurance policies covering the Property, insofar as such rights are applicable to the coverage of the Property. Mortgagee may use the insurance proceeds either to repair or restore the Property or to pay amounts unpaid under the Note or this Security Instrument, whether or not then due.

**5. Preservation, Maintenance and Protection of the Property; Inspections.** Mortgagor shall not destroy, damage or impair the Property, allow the Property to deteriorate or commit waste on the Property. Whether or not Mortgagor is residing in the Property, Mortgagor shall maintain the Property in order to prevent the Property from deteriorating or decreasing in value due to its condition. Unless it is

*(page 4 of 13 pages)*

determined pursuant to Section 4 that repair or restoration is not economically feasible, Mortgagor shall promptly repair the Property if damaged to avoid further deterioration or damage. If insurance or condemnation proceeds are paid in connection with damage to, or the taking of, the Property, Mortgagor shall be responsible for repairing or restoring the Property only if Mortgagee has released proceeds for such purposes. Mortgagee may disburse proceeds for the repairs and restoration in a single payment or in a series of progress payments as the work is completed. If the insurance or condemnation proceeds are not sufficient to repair or restore the Property, Mortgagor is not relieved of Mortgagor's obligation for the completion of such repair or restoration.

Mortgagee or its agent may make reasonable entries upon and inspections of the Property. If it has reasonable cause, Mortgagee may inspect the interior of the improvements on the Property. Mortgagee shall give Mortgagor notice at the time of or prior to such an interior inspection specifying such reasonable cause.

**6. Mortgagor's Advance Application.** Mortgagor shall be in default if, during the Advance application process, Mortgagor or any persons or entities acting at the direction of Mortgagor or with Mortgagor's knowledge or consent gave materially false, misleading, or inaccurate information or statements to Mortgagee (or failed to provide Mortgagee with material information) in connection with the Advance.

**7. Protection of Mortgagee's Interest in the Property and Rights Under this Security Instrument.** If (a) Mortgagor fails to perform the covenants and agreements contained in this Security Instrument, (b) there is a legal proceeding that might significantly affect Mortgagee's interest in the Property and/or rights under this Security Instrument (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture, for enforcement of a lien which may attain priority over this Security Instrument or to enforce laws or regulations), or (c) Mortgagor has abandoned the Property, then Mortgagee may do and pay for whatever is reasonable or appropriate to protect Mortgagee's interest in the Property and rights under this Security Instrument, including protecting and/or assessing the value of the Property, and securing and/or repairing the Property. Mortgagee's actions can include, but are not limited to: (a) paying any sums secured by a lien which has priority over this Security Instrument; (b) appearing in court; and (c) paying reasonable attorneys' fees to protect its interest in the Property and/or rights under this Security Instrument, including its secured position in a bankruptcy proceeding.

Securing the Property includes, but is not limited to, entering the Property to make repairs, change locks, replace or board up doors and windows, drain water from pipes, eliminate building or other code violations or dangerous conditions, and have utilities turned on or off. Although Mortgagee may take action under this Section 7, Mortgagee does not have to do so and is not under any duty or obligation to do so. It is agreed that Mortgagee incurs no liability for not taking any or all actions authorized under this Section 7.

Any amounts disbursed by Mortgagee under this Section 7 shall become additional debt secured by this Security Instrument. These amounts shall bear Fees at the Note rate from the date of disbursement and shall be payable, with such Fees, upon notice from Mortgagee to Mortgagor requesting payment.

**8. Assignment of Miscellaneous Proceeds; Forfeiture.** All Miscellaneous Proceeds are hereby assigned to and shall be paid to Mortgagee.

If the Property is damaged, such Miscellaneous Proceeds shall be applied to restoration or repair of the Property, if the restoration or repair is economically feasible and Mortgagee's security is not lessened. During such repair and restoration period, Mortgagee shall have the right to hold such Miscellaneous Proceeds until Mortgagee has had an opportunity to inspect such Property to ensure the work has been completed to Mortgagee's satisfaction, provided that such inspection shall be undertaken promptly. Mortgagee may pay for the repairs and restoration in a single disbursement or in a series of progress payments as the work is completed. Unless an agreement is made in writing or Applicable Law requires

*(page 5 of 13 pages)*

interest to be paid on such Miscellaneous Proceeds, Mortgagee shall not be required to pay Mortgagor any interest or earnings on such Miscellaneous Proceeds. If the restoration or repair is not economically feasible or Mortgagee's security would be lessened, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Mortgagor. Such Miscellaneous Proceeds shall be applied in the order provided for in Section 2.

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

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

In the event of a partial taking, destruction, or loss in value of the Property in which the fair market value of the Property immediately before the partial taking, destruction, or loss in value is less than the amount of the sums secured immediately before the partial taking, destruction, or loss in value, unless Mortgagor and Mortgagee otherwise agree in writing, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument whether or not the sums are then due.

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

Mortgagor shall be in default if any action or proceeding, whether civil or criminal, is begun that, in Mortgagee's judgment, could result in forfeiture of the Property or other material impairment of Mortgagee's interest in the Property or rights under this Security Instrument. Mortgagor can cure such a default and, if acceleration has occurred, reinstate as provided in Section 18, by causing the action or proceeding to be dismissed with a ruling that, in Mortgagee's judgment, precludes forfeiture of the Property or other material impairment of Mortgagee's interest in the Property or rights under this Security Instrument. The proceeds of any award or claim for damages that are attributable to the impairment of Mortgagee's interest in the Property are hereby assigned and shall be paid to Mortgagee.

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

**9. No Release; Forbearance By Mortgagee Not a Waiver.** Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Mortgagee shall not operate to release the liability of USV, Mortgagor or any Successors in Interest of Mortgagor (as appropriate). Mortgagee shall not be required to commence proceedings against USV or to refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by USV or any Successors in Interest of USV. Any forbearance by Mortgagee in exercising any right or remedy including, without limitation, Mortgagee's acceptance of payments from third

(page 6 of 13 pages)

persons, entities or Successors in Interest of USV or in amounts less than the amount then due, shall not be a waiver of or preclude the exercise of any right or remedy.

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

Subject to the provisions of Section 15, any Successor in Interest of Mortgagor who assumes Mortgagor's obligations under this Security Instrument in writing, and is approved by Mortgagee, shall obtain all of Mortgagor's rights and benefits under this Security Instrument. Mortgagor shall not be released from Mortgagor's obligations and liability under this Security Instrument unless Mortgagee agrees to such release in writing. The covenants and agreements of this Security Instrument shall bind (except as provided in Section 16) and benefit the successors and assigns of Mortgagee.

**11. Advance Charges.** Mortgagee may charge Mortgagor fees for services performed in connection with Mortgagor's default, for the purpose of protecting Mortgagee's interest in the Property and rights under this Security Instrument, including, but not limited to, attorneys' fees, property inspection and valuation fees. In regard to any other fees, the absence of express authority in this Security Instrument to charge a specific fee to Mortgagor shall not be construed as a prohibition on the charging of such fee. Mortgagee may not charge fees that are expressly prohibited by this Security Instrument or by Applicable Law.

If the Advance is subject to a law which sets maximum Advance charges, and that law is finally interpreted so that the fees or other Advance charges collected or to be collected in connection with the Advance exceed the permitted limits, then: (a) any such Advance charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Mortgagor which exceeded permitted limits will be refunded to Mortgagor. Mortgagee may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Mortgagor. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge (whether or not a prepayment charge is provided for under the Note). Mortgagor's acceptance of any such refund made by direct payment to Mortgagor will constitute a waiver of any right of action Mortgagor might have arising out of such overcharge.

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

*(page 7 of 13 pages)*



until actually received by Mortgagee. If any notice required by this Security Instrument is also required under Applicable Law, the Applicable Law requirement will satisfy the corresponding requirement under this Security Instrument.

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

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

**14. Mortgagor's Copy.** Mortgagor shall be given one copy of the Note and of this Security Instrument.

**15. Transfer of the Property or a Beneficial Interest in Mortgagor.** As used in this Section 15, "Interest in the Property" means any legal or beneficial interest in the Property, including, but not limited to, those beneficial interests transferred in a bond for deed, contract for deed, installment sales contract or escrow agreement, the intent of which is the transfer of title by Mortgagor at a future date to a Mortgagee.

If all or any part of the Property or any Interest in the Property is sold or transferred (or if Mortgagor is not a natural person and a beneficial interest in Mortgagor is sold or transferred) without Mortgagee's prior written consent, Mortgagee may require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Mortgagee if such exercise is prohibited by Applicable Law.

If Mortgagee exercises this option, Mortgagee shall give Mortgagor notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is given in accordance with Section 12 within which Mortgagor must pay all sums secured by this Security Instrument. If Mortgagor fails to

pay these sums prior to the expiration of this period, Mortgagee may invoke any remedies permitted by this Security Instrument without further notice or demand on Mortgagor.

**16. Mortgagor's Right to Reinstate After Acceleration.** If Mortgagor meets certain conditions, Mortgagor shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earliest of: (a) five days before sale of the Property pursuant to any power of sale contained in this Security Instrument; (b) such other period as Applicable Law might specify for the termination of any right to reinstate; or (c) entry of a judgment enforcing this Security Instrument. Those conditions are that Mortgagor or USV: (a) pays Mortgagee all sums which then would be due under this Security Instrument and the Note as if no acceleration had occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees, property inspection and valuation fees, and other fees incurred for the purpose of protecting Mortgagee's interest in the Property and rights under this Security Instrument; and (d) takes such action as Mortgagee may reasonably require to assure that Mortgagee's interest in the Property and rights under this Security Instrument, and the obligation to pay the sums secured by this Security Instrument, shall continue unchanged. Mortgagee may require that any such reinstatement sums and

*(page 8 of 13 pages)*

expenses be paid in one or more of the following forms, as selected by Mortgagee: (a) cash; (b) money order; (c) certified check, bank check, treasurer's check or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a federal agency, instrumentality or entity; or (d) Electronic Funds Transfer. Upon reinstatement, this Security Instrument and obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under Section 15.

**17. Sale of Note; Change of Advance Servicer; Notice of Grievance.** The Note or a partial interest in the Note (together with this Security Instrument) can be sold one or more times without prior notice to Mortgagor or USV. A sale might result in a change in the entity (known as the "Advance Servicer") that collects Periodic Payments due under the Note and this Security Instrument and performs other Advance servicing obligations under the Note, this Security Instrument, and Applicable Law. There also might be one or more changes of the Advance Servicer unrelated to a sale of the Note. If there is a change of the Advance Servicer, Mortgagor will be given written notice of the change which will state the name and address of the new Advance Servicer, the address to which payments should be made and any other information RESPA requires in connection with a notice of transfer of servicing. If the Note is sold and thereafter the Advance is serviced by an Advance Servicer other than the Mortgagee of the Note, the Advance servicing obligations to Mortgagor will remain with the Advance Servicer or be transferred to a successor Advance Servicer and are not assumed by the Note Mortgagee unless otherwise provided by the Note Mortgagee.

Neither Mortgagor nor Mortgagee may commence, join, or be joined to any judicial action (as either an individual litigant or the member of a class) that arises from the other party's actions pursuant to this Security Instrument or that alleges that the other party has breached any provision of, or any duty owed by reason of, this Security Instrument, until such Mortgagor or Mortgagee has notified the other party (with such notice given in compliance with the requirements of Section 13) of such alleged breach and afforded the other party hereto a reasonable period after the giving of such notice to take corrective action. If Applicable Law provides a time period which must elapse before certain action can be taken, that time period will be deemed to be reasonable for purposes of this paragraph. The notice of acceleration and opportunity to cure given pursuant to Section 20 and the notice of acceleration given to Mortgagor pursuant to Section 16 shall be deemed to satisfy the notice and opportunity to take corrective action provisions of this Section 17.

**18. Hazardous Substances.** As used in this Section 18: (a) "Hazardous Substances" are those substances defined as toxic or hazardous substances, pollutants, or wastes by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials; (b) "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection; (c) "Environmental Cleanup" includes any response action, remedial action, or removal action, as defined in Environmental Law; and (d) an "Environmental Condition" means a condition that can cause, contribute to, or otherwise trigger an Environmental Cleanup.

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

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

NON-UNIFORM COVENANTS. Mortgagor and Mortgagee further covenant and agree as follows:

**19. Acceleration; Remedies.** Mortgagee shall give notice to Mortgagor prior to acceleration following Mortgagor's breach of any covenant or agreement in the Note or this Security Instrument (but not prior to acceleration under Section 16 unless Applicable Law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Mortgagor, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument and sale of the Property. The notice shall further inform Mortgagor of the right to reinstate after acceleration and the right to bring a court action to assert the non-existence of a default or any other defense of Mortgagor to acceleration and sale. If the default is not cured on or before the date specified in the notice, Mortgagee at its option may require immediate payment in full of all sums secured by this Security Instrument without further demand and may invoke any remedies permitted by Applicable Law. Mortgagee shall be entitled to collect all expenses incurred in pursuing the remedies provided in this Section 19, including, but not limited to, reasonable attorneys' fees and costs of title evidence, whether before or after any bankruptcy filing.

**20. Reconveyance.** Upon payment of all sums secured by this Security Instrument, Mortgagee shall mark this Security Instrument as satisfied of record. Mortgagee may charge USV or Mortgagor the fee for doing so.

**21. Attorneys' Fees.** As used in this Security Instrument and in the Note, attorneys' fees shall include those awarded by an appellate court.

**22. Protective Advances.** This Security Instrument secures any advances Mortgagee, at its discretion, may make under this Security Instrument to protect Mortgagee's interest in the Property and rights under this Security Instrument.

**23. Due on Sale; No Other Encumbrances; No Transfer of Ownership Interests; Failure to Comply with Permitted Transfers.** Except as otherwise specifically provided for herein, it shall be an Event of Default and an event permitting the Mortgagee to accelerate all indebtedness secured thereby if, without the Mortgagee's prior written consent in each instance, which consent may be granted, withheld, or conditionally granted in the Mortgagee's sole discretion: (a) there is any sale, conveyance, transfer, or encumbrance of all or any portion of the Property or (b) there is any transfer or assignment of, or grant of any security interest in, any of the ownership interests in the Mortgagor or in any of the constituent entities, if applicable, which have an ownership interest in Mortgagor or if an option is granted to purchase the Property or any part thereof or an ownership interest in the Mortgagor or in any of the constituent entities which have an ownership interest in the Mortgagor except as may be hereinafter provided; or (c) there is a

*(page 10 of 13)*

failure to comply with the provisions of, or there is a default under, any of the Permitted Transfers which is not cured within any applicable grace period provided for therein.

**24. Further Assignment by Mortgagor.** The Mortgagor hereby assigns to the Mortgagee, as further security the lessor's interests in any and all leases now or hereafter outstanding, and to the extent it may lawfully do so, the Mortgagor's interests in all concession agreements, operating agreements, contracts, licenses, and permits now or hereafter outstanding with respect to all or any portion of the Property. In connection therewith, the Mortgagor agrees to confirm the foregoing assignment from time to time by executing assignments in form satisfactory to the Mortgagee and which authorize the Mortgagee in the event of foreclosure or deed or other transfer in lieu thereof, to sell and assign said interests to the Mortgagees, but no such assignment shall be construed as a consent by the Mortgagee to any lease, agreement, contract, license, or permit so assigned, or to impose upon the Mortgagee any obligations with respect thereto. The Mortgagor hereby irrevocably appoints the Mortgagee, or any agent designated by the Mortgagee, its true and lawful attorney-in-fact, with full power of substitution, to execute, acknowledge, and deliver any such assignments on behalf of the Mortgagor which the Mortgagor fails or refuses to do.

**24. Required Evidence of Property Insurance.**

**WARNING**

Unless you provide us with evidence of the insurance coverage as required by our contract or Advance agreement, we may purchase insurance at your expense to protect our interest. This insurance may, but need not, also protect your interest. If the collateral becomes damaged, the coverage we purchase may not pay any claim you make or any claim made against you. You may later cancel this coverage by providing evidence that you have obtained property coverage elsewhere.

You are responsible for the cost of any insurance purchased by us. The cost of this insurance may be added to your contract or Advance balance. If the cost is added to your contract or Advance balance, the interest rate on the underlying contract or Advance will apply to this added amount. The effective date of coverage may be the date your prior coverage lapsed or the date you failed to provide proof of coverage.

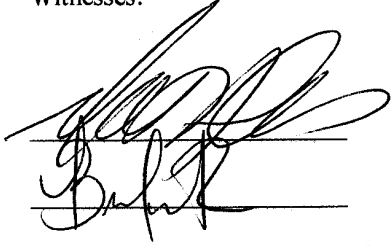
The coverage we purchase may be considerably more expensive than insurance you can obtain on your own and may not satisfy any need for property damage coverage or any mandatory liability insurance requirements imposed by Applicable Law.


THIS SPACE INTENTIONALLY LEFT BLANK



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

Witnesses:



  
Andres Esis Quinones a/k/a Andres Esis  
a/k/as Andres Gerardo Esis Quinones

[Space Below This Line For Acknowledgment]

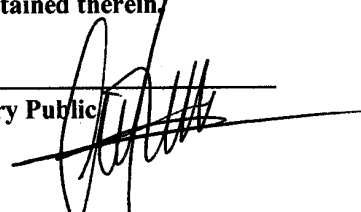
STATE OF FLORIDA  
County of Dade

This record was acknowledged before me on (date) 26 November, 2018  
by (name(s) of individual(s)) Andres Gerardo Esis Quinones,  
known to me or satisfactorily proven to be the individual whose name is subscribed to the within  
instrument and that he executed same for the purposes contained therein.

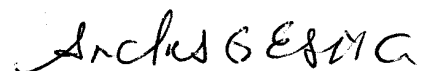


ANTONIA JARAMIS  
MY COMMISSION # GG 068252  
EXPIRES: February 17, 2021  
Bonded Thru Budget Notary Services

Notary Public



(page 12 of 13)



LOT 8, IN BLOCK 3, OF VILLA BELLO, ACCORDING TO THE PLAT THEREOF, AS  
RECORDED IN PLAT BOOK 170, PAGE 9, OF THE PUBLIC RECORDS OF MIAMI-DADE  
COUNTY, FLORIDA.

#35-3007-031-0280

"A"

~~XXXXXXXXXX~~

# Exhibit “C”

CFN: 20190809348 BOOK 31749 PAGE 99  
DATE: 12/31/2019 08:55:50 AM  
HARVEY RUVIN, CLERK OF COURT, MIA-DADE CTY

OFFICE OF JUDICIAL RECORDS  
COURT OF COMMON PLEAS

Filed and Attested by the  
Office of Judicial Records  
21 MAR 2019 12:54 pm

TO: USV PARTS CORP  
8133 NW 68th Street,  
Miami, FL 33166

19-36685 CA02

COMPLETE BUSINESS SOLUTIONS GROUP, INC. : COURT OF COMMON PLEAS  
d/b/a PAR FUNDING, : PHILADELPHIA COUNTY

Plaintiff, :

CIVIL ACTION

v. :

No.

USV PARTS CORP, :

and :

ANDRES ESIS, GUARANTOR, :

Defendants. :

FILED FOR RECORD  
2019 DEC 19 PM 3:14  
CLERK OF COURT  
OFFICE OF JUDICIAL RECORDS  
MIA-DADE CTY

NOTICE

Pursuant to Rule 236 of the Supreme Court of Pennsylvania, you are hereby notified that a Judgment has been entered against you in the above proceeding as indicated below.

Clerk, Office of Judicial Records

XXX JUDGMENT BY CONFESSION

\_\_\_ JUDGMENT BY DEFAULT

\_\_\_ JUDGMENT IN REPLEVIN

\_\_\_ JUDGMENT ON GARNISHEE'S ANSWERS TO INTERROGATORIES

\_\_\_ JUDGMENT ON AWARD OF ARBITRATORS

\_\_\_ JUDGMENT ON VERDICT

\_\_\_ JUDGMENT ON COURT FINDINGS

\_\_\_ JUDGMENT ON WRIT OF REVIVAL

IF YOU HAVE ANY QUESTIONS CONCERNING THIS NOTICE, PLEASE CALL:

ATTORNEY: CYNTHIA A. CLARK, ESQUIRE  
(267) 540-8126

Case ID: 190302772



OFFICE OF JUDICIAL RECORDS  
COURT OF COMMON PLEAS

TO: ANDRES ESIS, GUARANTOR  
7950 NW 53rd Street,  
Miami, FL 33166

COMPLETE BUSINESS SOLUTIONS GROUP, INC.	:	COURT OF COMMON PLEAS
d/b/a PAR FUNDING,	:	PHILADELPHIA COUNTY
	:	
Plaintiff,	:	
	:	CIVIL ACTION
v.	:	
	:	No.
USV PARTS CORP,	:	
	:	
and	:	
	:	
ANDRES ESIS, GUARANTOR,	:	
	:	
Defendants.	:	

**NOTICE**

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XXX JUDGMENT BY CONFESSION

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\_\_\_ JUDGMENT ON COURT FINDINGS

\_\_\_ JUDGMENT ON WRIT OF REVIVAL

IF YOU HAVE ANY QUESTIONS CONCERNING THIS NOTICE, PLEASE CALL:

ATTORNEY: CYNTHIA A. CLARK, ESQUIRE  
(267) 540-8126

**COMPLETE BUSINESS SOLUTIONS GROUP, INC.**

By: Cynthia A. Clark, Esquire

Attorney I.D. No.: 71260

By: Brian H. Smith, Esquire

Attorney I.D. No.: 65627

20 N. 3<sup>rd</sup> Street

Philadelphia, PA 19106

(215) 922-2636

Attorneys for Plaintiff


COMPLETE BUSINESS SOLUTIONS GROUP, INC.	:	COURT OF COMMON PLEAS
d/b/a PAR FUNDING,	:	PHILADELPHIA COUNTY
	:	
Plaintiff,	:	
	:	CIVIL ACTION
v.	:	
	:	No.
USV PARTS CORP,	:	
	:	
and	:	
	:	
ANDRES ESIS, GUARANTOR,	:	
	:	
Defendants.	:	

**CONFESSION OF JUDGMENT**

Pursuant to the authority contained in the warrants of attorney, the originals or true and correct copies of which are attached to the complaint filed in the action, I appear for the defendant(s) and confess judgment, exclusive of costs, in favor of plaintiff(s) and against defendant(s) as follows:

Unpaid Receivables	\$286,571.05
NSF Fees	\$900.00
Interest (at the rate of 6% per annum from March 7, 2019, through date of filing, and continuing)	\$612.40
Attorney Fees	\$14,328.55
<b>TOTAL</b>	<b>\$302,412.00</b>

**COMPLETE BUSINESS SOLUTIONS GROUP, INC. d/b/a PAR FUNDING**

By:   
Cynthia A. Clark, Esquire  
Brian H. Smith, Esquire

Date: March 19, 2019

**COMPLETE BUSINESS SOLUTIONS GROUP, INC.**

By: Cynthia A. Clark, Esquire

Attorney I.D. No.: 71260

By: Brian H. Smith, Esquire

Attorney I.D. No.: 65627

20 N. 3<sup>rd</sup> Street

Philadelphia, PA 19106

(215) 922-2636

Attorneys for Plaintiff

COMPLETE BUSINESS SOLUTIONS GROUP, INC.	:	COURT OF COMMON PLEAS
d/b/a PAR FUNDING,	:	PHILADELPHIA COUNTY
	:	
Plaintiff,	:	
	:	CIVIL ACTION
v.	:	
	:	No.
USV PARTS CORP,	:	
	:	
and	:	
	:	
ANDRES ESIS, GUARANTOR,	:	
	:	
Defendants.	:	

**AFFIDAVIT OF DEFAULT**

COMMONWEALTH OF PENNSYLVANIA	:	
	:	ss
COUNTY OF PHILADELPHIA	:	

Lucia Marianni, being duly sworn according to law, deposes and says that I am authorized to make this affidavit on behalf of Plaintiff, and that:

Defendant USV Parts Corp ("Merchant") is believed to be a Florida Corporation with a last known address at 8133 NW 68th Street, Miami, FL 33166.

Defendant Andres Esis, Guarantor ("Guarantor"), is believed to be an adult individual with a last known address at 7950 NW 53rd Street, Miami, FL 33166.

Plaintiff and Merchant entered into a Factoring Agreement dated November 27, 2019 (the "Agreement," a true and correct copy of which is attached to Plaintiff's Complaint in Confession of Judgment (the "Complaint") as Exhibit "A" and incorporated herein by reference), pursuant to which Merchant sold to Plaintiff and Plaintiff purchased from Merchant certain of Merchant's future receivables (the "Receivables") under the terms set forth in the Agreement.

Also, in connection with Merchant's execution of the Agreement and as a condition precedent to its effectiveness, Guarantor executed an individual Guarantee (the "Guaranty") personally guarantying Merchant's obligations under the Agreement (*See*, Complaint, Exhibit A at p. 9). Guarantor individually, jointly, severally, and unconditionally guaranteed payment of the sums due and owing to Plaintiff by Merchant. Guarantor is individually, jointly, severally, and unconditionally liable to Plaintiff for the sums due and owing by Merchant.

Pursuant to the terms of the Agreement, Plaintiff purchased from Merchant \$565,600.00 worth of Merchant's Receivables. Also pursuant to the terms to the Agreement, CBSG paid to Merchant the purchase price of the Receivables as required by the Agreement.

As of the filing of the Complaint in Confession of Judgment, Merchant has failed to deliver to CBSG the Receivables as required by the Agreement and is, therefore, in default of the Agreement, and Guarantor is in default of the Guaranty. CBSG has demanded that Merchant deliver the Receivables and that Guarantor satisfy the obligations under the Guaranty.

Judgment is not being entered against a natural person in connection with a consumer credit transaction or in connection with a residential lease. No current assignment has been made under the Agreement or the Guaranty. No previously entered judgment is currently pending against Defendants, or any of them, in any jurisdiction on the Agreement or the Guaranty.

Defendants are in default under the terms of the Agreement and/or the Guaranty in the amount of \$286,571.05, which is the amount of non-delivered receivables, plus \$900.00 for NSF Fees. Defendants are in default of continuing interest at the rate of 6% per annum due and owing under the Agreement and the Guaranty in the amount of \$612.40 from March 7, 2019, and as of the date of filing of the Complaint in Confession of Judgment.

Attorney fees in the amount of \$14,328.55 are owed by Defendants to Plaintiff pursuant to the Agreement and the Guaranty. The \$14,328.55 for attorney fees represents actual attorney fees incurred to date together with anticipated attorney fees associated with the enforcement of Defendants' payment obligations enumerated herein, among other matters. These include, without limitation, the preparation and filing of the instant Confession of Judgment and to execute upon the judgment as necessary until same is paid in full. Plaintiff reserves the right to assess additional attorney fees against Defendants in the event that a challenge to the instant Confession of Judgment is made by any Defendant or in the event that actual attorney fees exceed those anticipated herein



Signer understands that the statements herein are made subject to the penalties of 18 Pa. C.S.A. § 4904 relating to unsworn falsification to authorities.

**COMPLETE BUSINESS SOLUTIONS GROUP,  
INC. d/b/a PAR FUNDING**

By: Lucia Marianni  
Lucia Marianni

**COMPLETE BUSINESS SOLUTIONS GROUP, INC.**

By: Cynthia A. Clark, Esquire

Attorney I.D. No.: 71260

By: Brian H. Smith, Esquire

Attorney I.D. No.: 65627

20 N. 3<sup>rd</sup> Street

Philadelphia, PA 19106

(215) 922-2636

Attorneys for Plaintiff

COMPLETE BUSINESS SOLUTIONS GROUP, INC.	:	COURT OF COMMON PLEAS
d/b/a PAR FUNDING,	:	PHILADELPHIA COUNTY
	:	
Plaintiff,	:	
	:	CIVIL ACTION
v.	:	
	:	No.
USV PARTS CORP,	:	
	:	
and	:	
	:	
ANDRES ESIS, GUARANTOR,	:	
	:	
Defendants.	:	

**NOTICE OF RIGHT TO RECOVER ATTORNEY FEES AND COSTS AND PROCEDURE TO FOLLOW TO STRIKE OFF OR OPEN A CONFESSED JUDGMENT**

TO: ALL NAMED DEFENDANTS:

Pursuant to 42 Pa.C.S.A. 2737.1, you are hereby notified that a debtor who has been incorrectly identified and had a confession of judgment entered against him shall be entitled to costs and reasonable attorney fees as determined by the court.

Pursuant to 42 Pa.C.S.A. 2737.1, you are hereby notified of the instructions regarding the procedure to follow to strike off or open a confessed judgment under Pennsylvania Rule of Civil Procedure 2959, which is reproduced in full, in this Notice.

**Pennsylvania Rule of Civil Procedure 2959**

**Striking Off or Opening; Judgment; Pleadings; Procedure**

- (a)(1) Relief from a judgment by confession shall be sought by petition. Except as provided in subparagraph (2), all grounds for relief whether to strike off the judgment or to open it must be asserted in a single petition. The petition may be filed in the county in which the judgment was originally entered, in any county to which the judgment has been transferred or in any other county in which the sheriff has received a writ of execution directed to the sheriff to enforce the judgment.
- (2) The ground that the waiver of the due process rights of notice and hearing not voluntary, intelligent and knowing shall be raised only
  - (i) in support of a further request for a stay of execution where the court has not stayed

execution despite the timely filing of a petition for relief from the judgment and the presentation of prima facie evidence of a defense; and

(ii) as provided by Rule 2958.3 or Rule 2973 .3.

(3) If written notice is served upon the petitioner pursuant to Rule 2956. 1 (c) (2) or Rule 2973.1 (c), the petition shall be filed within thirty days after such service. Unless the defendant(s) can demonstrate that there were compelling reasons for the delay, a petition not timely filed shall be denied.

(b) If the petition states prima facie grounds for relief the court shall issue a rule to show cause and may grant a stay of proceedings. After being served with a copy of the petition, the plaintiff shall file an answer on or before the return day of the rule. The return day of the rule shall be fixed by the court by local rule or special order.

(c) A party waives all defenses und objections which are not included in the petition or answer.

(d) The petition and the rule to show cause and the answer shall he served as provided in Rule 440.

(e) The court shall dispose of the rule on petition and answer, and on any testimony, depositions, admissions and other evidence. The court for cause shown may stay proceedings on the petition insofar as it seeks to open the judgment pending disposition of the application to strike off the judgment. If evidence is produced which in a jury trial would require the issues to be submitted to the jury the court shall open the judgment.

(f) The lien or the judgment of or any levy or attachment shall be preserved while the proceedings to strike off or open the judgment are pending.

**COMPLETE BUSINESS SOLUTIONS GROUP, INC.**

By: Cynthia A. Clark, Esquire

Attorney I.D. No.: 71260

By: Brian H. Smith, Esquire

Attorney I.D. No.: 65627

20 N. 3<sup>rd</sup> Street

Philadelphia, PA 19106

(215) 922-2636

Attorneys for Plaintiff

COMPLETE BUSINESS SOLUTIONS GROUP, INC.	:	COURT OF COMMON PLEAS
d/b/a PAR FUNDING,	:	PHILADELPHIA COUNTY
	:	
Plaintiff,	:	
	:	CIVIL ACTION
v.	:	
	:	No.
USV PARTS CORP,	:	
	:	
and	:	
	:	
ANDRES ESIS, GUARANTOR,	:	
	:	
Defendants.	:	

COMMONWEALTH OF PENNSYLVANIA	:	
	:	ss
COUNTY OF PHILADELPHIA	:	

**AFFIDAVIT OF INCOME, OF NON-CONSUMER CREDIT TRANSACTION,  
OF COMMERCIAL TRANSACTION & NON-RETAIL SALES AGREEMENT OR CONTRACT,  
AND OF NON-MILITARY SERVICE**

Lucia Marianni, being duly sworn according to law, deposes and says that she is an authorized representative of Plaintiff for purposes of the Confession of Judgment and related filings and that to the best of her knowledge, information, and belief:

1. the income of the or each individual Defendant is in excess of \$10,000.00 per year;
2. this Confession of Judgment is not being entered against a natural person in connection with a consumer credit transaction;
3. the transaction upon which the judgment being entered arose out of a commercial transaction and is not based upon a retail sales agreement or contract;
4. Defendant(s) is(are) not engaged in the military service of the United States, within the purview of the Servicemembers Civil Relief Act of 2003, as amended; and



5. the name(s), approximate ages(s), residence address(es) of defendant(s) above-named is(are) as follows:

Name: Andres Esis, Guarantor  
Age: Over 21 years  
7950 NW 53rd Street,  
Miami, FL 33166

Name: USV Parts Corp  
Age: N/A – business entity  
8133 NW 68th Street,  
Miami, FL 33166

Signer understands that the statements herein are made subject to the penalties of 18 Pa.C.S.A. § 4904 relating to unsworn falsification to authorities.

By: Lucia Marianni  
Lucia Marianni

March 19, 2019

**COMPLETE BUSINESS SOLUTIONS GROUP, INC.**

By: Cynthia A. Clark, Esquire

Attorney I.D. No.: 71260

By: Brian H. Smith, Esquire

Attorney I.D. No.: 65627

20 N. 3<sup>rd</sup> Street

Philadelphia, PA 19106

(215) 922-2636

Attorneys for Plaintiff

---

COMPLETE BUSINESS SOLUTIONS GROUP, INC.	:	COURT OF COMMON PLEAS
d/b/a PAR FUNDING,	:	PHILADELPHIA COUNTY

Plaintiff,

CIVIL ACTION

v.

No.

USV PARTS CORP,

and

ANDRES ESIS, GUARANTOR,

Defendants.

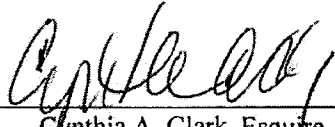
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**PRAECIPE TO ENTER CONFESSION OF JUDGMENT  
AND ASSESSMENT OF DAMAGES**

TO THE CLERK, OFFICE OF JUDICIAL RECORDS:

Please enter judgment in favor of Plaintiff Complete Business Solutions Group, Inc. d/b/a Par Funding, and against Defendant USV Parts Corp and Defendant Andres Esis, Guarantor, in the amount of \$302,412.00.

By:

  
Cynthia A. Clark, Esquire  
Brian H. Smith, Esquire

Attorneys for Plaintiff

Date: March 19, 2019

Assessment of Damages:

Unpaid Receivables	\$286,571.05
NSF Fees	\$900.00
Interest (at the rate of 6% per annum from March 7, 2019, through date of filing, and continuing)	\$612.40
Attorney Fees	\$14,328.55
<b>TOTAL</b>	<b>\$302,412.00</b>

Date: March 19, 2019

By: 

Cynthia A. Clark, Esquire  
Brian H. Smith

Attorneys for Plaintiff

I hereby assess damages:

\_\_\_\_\_  
Clerk, Office of Judicial Records

**CERTIFICATION OF ADDRESSES**

The undersigned hereby certifies of record that the precise addresses of Defendants are:

Andres Esis, Guarantor  
7950 NW 53rd Street,  
Miami, FL 33166

USV Parts Corp  
8133 NW 68th Street,  
Miami, FL 33166

The address of the plaintiff is:

Complete Business Solutions Group, Inc. d/b/a Par Funding  
20 N. 3<sup>rd</sup> Street  
Philadelphia, PA 19106

Date: March 19, 2019

By: 

Cynthia A. Clark, Esquire  
Brian H. Smith, Esquire  
Attorneys for Plaintiff

**COMPLETE BUSINESS SOLUTIONS GROUP, INC.**

By: Cynthia A. Clark, Esquire

Attorney I.D. No.: 71260

By: Brian H. Smith, Esquire

Attorney I.D. No.: 65627

20 N. 3<sup>rd</sup> Street

Philadelphia, PA 19106

(215) 922-2636

Attorneys for Plaintiff

COMPLETE BUSINESS SOLUTIONS GROUP, INC.	:	COURT OF COMMON PLEAS
d/b/a PAR FUNDING,	:	PHILADELPHIA COUNTY
	:	
Plaintiff,	:	
	:	CIVIL ACTION
v.	:	
	:	No.
USV PARTS CORP,	:	
	:	
and	:	
	:	
ANDRES ESIS, GUARANTOR,	:	
	:	
Defendants.	:	

**COMPLAINT IN CONFESSION OF JUDGMENT**

1. Plaintiff is Complete Business Solutions Group, Inc. d/b/a Par Funding ("CBSG" or "Plaintiff"), doing business at 20 N. 3<sup>rd</sup> Street, Philadelphia, Pennsylvania, 19106.

2. Defendant USV Parts Corp ("Merchant") is believed to be a Florida Corporation with a last known address at 8133 NW 68th Street, Miami, FL 33166.

3. Defendant Andres Esis ("Guarantor"), is believed to be an adult individual with a last known address at 7950 NW 53rd Street, Miami, FL 33166.

4. Plaintiff and Merchant entered into a Factoring Agreement dated November 27, 2019 (the "Agreement," a true and correct copy of which is attached hereto as Exhibit "A" and incorporated herein by reference), pursuant to which Merchant sold to CBSG and CBSG purchased from Merchant certain of Merchant's future receivables (the "Receivables") under the terms set forth in the Agreement.

5. Also, in connection with Merchant's execution of the Agreement and as a condition precedent to its effectiveness, Guarantor executed an individual Guarantee (the "Guaranty") personally guarantying Merchant's obligations under the Agreement (*See*, Exhibit A at p. 9). Guarantor individually, jointly, severally, and

unconditionally guaranteed payment of the sums due and owing to Plaintiff by Merchant. Guarantor is individually, jointly, severally, and unconditionally liable to Plaintiff for the sums due and owing by Merchant.

6. Pursuant to the terms of the Agreement, Plaintiff purchased from Merchant \$565,600.00 worth of Merchant's Receivables.

7. Also pursuant to the terms to the Agreement, Plaintiff paid to Merchant the purchase price of the Receivables as required by the Agreement.

8. As of the filing of this Complaint in Confession of judgment, Merchant has failed to deliver to CBSG the Receivables as required by the Agreement and is, therefore, in default of the Agreement, and Guarantor is in default of the Guaranty.

9. CBSG has demanded that Merchant deliver the Receivables and that Guarantor satisfy the obligations under the Guaranty.

10. Judgment is not being entered against a natural person in connection with a consumer credit transaction or in connection with a residential lease.

11. No current assignment has been made under the Agreement or Guaranty.

12. No previously entered judgment is currently pending against Defendants, or any of them, in any jurisdiction on the Agreement or the Guaranty.

13. Defendants are in default under the terms of the Agreement and/or the Guaranty in the amount of \$286,571.05, which is the amount of non-delivered receivables, plus \$900.00 for NSF Fees.

14. Defendants are in default of continuing interest at the rate of 6% per annum due and owing under the Agreement and the Guaranty in the amount of \$612.40 from March 7, 2019, and as of the date of filing the Complaint in Confession of Judgment.

15. Attorney fees in the amount of \$14,328.55 are owed by Defendants to Plaintiff pursuant to the Agreement and the Guaranty. The \$14,328.55 for attorney fees represents actual attorney fees incurred to date together with anticipated attorney fees associated with the enforcement of Defendants' payment obligations enumerated herein, among other matters. These include, without limitation, the preparation and filing of the instant Confession of Judgment and to execute upon the judgment as necessary until same is paid in full. Plaintiff reserves



the right to assess additional attorney fees against Defendants in the event that a challenge to the instant Confession of Judgment is made by any Defendant or in the event that actual attorney fees exceed those anticipated herein.


16. Defendants have failed and continue to fail to tender the obligations set forth herein.

17. Plaintiff hereby confesses judgment pursuant to the warrants of attorney contained in the Agreement and the Guaranty.

**WHEREFORE**, Plaintiff demands this Honorable Court grant judgment in favor of Plaintiff and against Defendants, jointly and severally, for the sum of \$302,412.00, as follows:

Unpaid Receivables	\$286,571.05
NSF Fees	\$900.00
Interest (at the rate of 6% per annum from March 7, 2019, through date of filing, and continuing)	\$612.40
Attorney Fees	\$14,328.55
<b>TOTAL</b>	<b>\$302,412.00</b>

**COMPLETE BUSINESS SOLUTIONS GROUP,  
INC. d/b/a PAR FUNDING**

By:   
Cynthia A. Clark, Esquire  
Brian H. Smith, Esquire

Attorneys for Plaintiff

Date: March 19, 2019

**VERIFICATION**

Lucia Marianni hereby states that she is an authorized representative of plaintiff for purposes of the foregoing Complaint in Confession of Judgment and verifies that the statements made in the civil action complaint are true and correct to the best of her knowledge, information, and belief. Further, any averments made in the alternative are based upon personal knowledge and/or information and belief. The language of the Complaint is that of counsel and not of signer. The undersigned understands that the statements therein are made subject to the penalties of 18 Pa.C.S.A. §4904 relating to unsworn falsification to authorities.

By:   
Lucia Marianni

Date: March 19, 2019

REPORT : ZDRDOCT  
USER ID: CXTFirst Judicial District  
CIVIL DOCKET REPORT  
CASE ID 190302772PAGE 1  
RUN DATE 11/05/19  
RUN TIME 03:27 PM-----  
CASE NUMBER 190302772 CASE CAPTION COMPLETE BUSINESS SOLUTIONS GROUP, INC. VS USV PA

FILING DATE 21-MAR-2019 COURT JD LOCATION CH JURY N

CASE TYPE: CONFESSION OF JUDGMENT  
STATUS: ACTIVE CASE

Seq #	Assoc	Expn Date	Type	ID	Party Name / Address & Phone No.
1			APLF	A71260	CLARK 514, CYNTHIA A 6382 WOODBINE AVE PHILADELPHIA PA 19151 (215) 514-7188
2	1		PLF	@1060177	COMPLETE BUSINESS SOLUTIONS GROUP 20 N 3RD ST PHILADELPHIA PA 19106 AKA- PAR FUNDING
3	5		DFT	@1060177	USV PARTS CORP 8133 NW 68TH ST MIAMI FL 33166
4	5		DFT	@1060177	ESIS, ANDRES 7950 NW 53RD ST MIAMI FL 33166
5			ADFT	A71260	CLARK 514, CYNTHIA A 6382 WOODBINE AVE PHILADELPHIA PA 19151 (215) 514-7188
6	1		APLF	A65627	SMITH, BRIAN H COMPLETE BUS SOLUTIONS GROUP 20 N 3RD ST PHILADELPHIA PA 19106 (215) 922-2636 (215) 543-7064 - FAX
7	5		ADFT	A65627	SMITH, BRIAN H COMPLETE BUS SOLUTIONS GROUP 20 N 3RD ST PHILADELPHIA PA 19106 (215) 922-2636 (215) 543-7064 - FAX
8	1		APLF	A47106	HARTLEY, JOHN P PAR FUNDING

REPORT : ZDRDOCT  
USER ID: CXTFirst Judicial District  
CIVIL DOCKET REPORT  
CASE ID 190302772PAGE 2  
RUN DATE 11/05/19  
RUN TIME 03:27 PM

Seq #	Assoc	Expn Date	Type	ID	Party Name / Address & Phone No.
					20 N 3RD ST PHILADELPHIA PA 19106 (215)922-2636 (559)823-5831 - FAX
9	18	15-JUL-19	DGR	@1062906	BB&T BANK 116 PINE ST HARRISBURG PA 17101
10			DGR	@1062906	BANK OF AMERICA 800 SAMOSET DR NEWARK DE 19713
11			DGR	@1062906	JP MORGAN CHASE & COMPANY 345 PARK AVE NEW YORK NY 10154
12			DGR	@1062906	CITI BANK 383 W 31ST ST NEW YORK NY 10001
13	18	15-JUL-19	DGR	@1062906	HSBC BANK 2929 WALDEN AVE DEPEW NY 14043
14	17	15-JUL-19	DGR	@1062906	TD BANK 11000 ATRIUM WAY MT LAUREL NJ 08054
15	16	15-JUL-19	DGR	@1062906	WELLS FARGO BANK PO BOX 1416 CHARLOTTE NC 28201
16			ADGR	A313343	SCHWARTZ, BENJAMIN DAVI SCHWARTZ & STAFFORD, P.A. 8625 CROWN CRESCENT COURT SUITE 110 CHARLOTTE NC 28227 (215)278-6203 (980)330-4158 - FAX
17			ADGR	A17498	SIRLIN, JON C 123 SOUTH BROAD STREET SUITE 2100 PHILADELPHIA PA 19109 (215)864-9700 (215)864-9669 - FAX
18			ADGR	A47106	HARTLEY, JOHN P PAR FUNDING 20 N 3RD ST PHILADELPHIA PA 19106 (215)922-2636

REPORT : ZDRDOCT  
USER ID: CXTFirst Judicial District  
CIVIL DOCKET REPORT  
CASE ID 190302772PAGE 3  
RUN DATE 11/05/19  
RUN TIME 03:27 PM

Seq #	Assoc	Expn Date	Type	ID	Party Name / Address & Phone No. (559)823-5831 - FAX
19			DGR	@1069194	CAPITAL ONE BANK 15000 CAPITAL ONE DR RICHMOND VA 23238
20			DGR	@1069194	PNC BANK 200 BROADWAY FULTON BLDG NEW YORK NY 10038
21			DGR	@1069195	US BANK PO BOX 30869 PORTLAND OR 97294
22			DGR	@1069195	JP MORGAN CHASE & COMPANY 345 PARK AVE NEW YORK NY 10154
23			DGR	@1069195	BANK OF AMERICA 800 SAMOSET DR NEWARK DE 19713
24			DGR	@1069195	CITI BANK 383 W 31ST ST NEW YORK NY 10001
25			DGR	@1069195	TD BANK 1120 6TH AVE NEW YORK NY 10036
26			DGR	@1069195	WELLS FARGO 666 3RD AVE NEW YORK NY 10017
27			DGR	@1069195	HSBC 2929 WALDEN AVE DEPEW NY 14043
28			DGR	@1069195	BB&T 116 PINE ST SUITE 302 HARRISBURG PA 17101
29			DGR	@1069195	WACHOVIA 666 3RD AVE NEW YORK NY 10017

Filing Date / Time    Docket Entry

Date Entered

21-MAR-19 12:54:15    ACTIVE CASE  
E-Filing Number: 1903048938

21-MAR-19



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USER ID: CXT	CIVIL DOCKET REPORT	RUN DATE 11/05/19
	CASE ID 190302772	RUN TIME 03:27 PM

Filing Date / Time	Docket Entry	Date Entered
21-MAR-19 12:54:15	COMMENCEMENT BY JUDGMENT	21-MAR-19
	CLARK 514, CYNTHIA A	
21-MAR-19 12:54:15	CONFESSION OF JUDGMENT FILED	21-MAR-19
	302,412.00 CLARK 514, CYNTHIA A	
	COMPLAINT IN CONFESSION OF JUDGMENT UNDER PA.R.C.P. 2951 FOR MONEY FILED JUDGMENT ENTERED BY CONFESSION FOR THE SUM OF \$302,412.00. ASSESSMENT OF DAMAGES \$302,412.00 AVERMENT OF DEFAULT FILED. AFFIDAVIT OF INCOME/BUSINESS TRANSACTION FILED. AFFIDAVIT OF NON-MILITARY SERVICE FILED. THIS IS NOT A RETAIL INSTALLMENT SALES AGREEMENT OF ACCOUNT NOTICE UNDER PA.R.C.P 236 GIVEN. JUDGMENT IS NOT BEING ENTERED BY CONFESSION AGAINST A NATURAL PERSON IN CONNECTION WITH A CONSUMER CREDIT TRANSACTION.	
22-MAR-19 09:48:30	ENTRY OF APPEARANCE	22-MAR-19
	CLARK 514, CYNTHIA A	
	ENTRY OF APPEARANCE OF CYNTHIA A CLARK FILED. (FILED ON BEHALF OF ANDRES ESI AND USV PARTS CORP)	
29-MAR-19 10:19:10	ENTRY OF APPEARANCE-CO COUNSEL	29-MAR-19
	SMITH, BRIAN H	
	ENTRY OF APPEARANCE OF BRIAN H SMITH AND BRIAN H SMITH AS CO-COUNSEL FILED. (FILED ON BEHALF OF COMPLETE BUSINESS SOLUTIONS GROUP INC)	
29-MAR-19 10:49:54	ENTRY OF APPEARANCE	29-MAR-19
	SMITH, BRIAN H	
	ENTRY OF APPEARANCE OF BRIAN H SMITH AND BRIAN H SMITH FILED. (FILED ON BEHALF OF ANDRES ESI AND USV PARTS CORP)	
24-APR-19 11:12:15	PRAECIPE TO ISSUE WRIT FILED	24-APR-19
	HARTLEY, JOHN P	
	PRAECIPE TO ISSUE WRIT OF ATTACHMENT FILED. WRIT OF EXECUTION IN ATTACHMENT AND SUMMONS ISSUED UPON GARNISHEE(S) WELLS FARGO BANK, TD BANK, HSBC BANK, CITI BANK, JP MORGAN CHASE & CO, BANK OF AMERICA AND BB&T BANK WITH INTERROGATORIES IN ATTACHMENT WITH NOTICE TO PLEAD FILED. (FILED ON BEHALF OF COMPLETE BUSINESS SOLUTIONS GROUP INC)	
16-MAY-19 15:49:51	ENTRY OF APPEARANCE	16-MAY-19
	SCHWARTZ, BENJAMIN DAVI	
	ENTRY OF APPEARANCE OF BENJAMIN DAVI SCHWARTZ FILED. (FILED ON BEHALF OF WELLS FARGO BANK)	
17-MAY-19 14:07:00	ENTRY OF APPEARANCE	17-MAY-19
	SIRLIN, JON C	
	ENTRY OF APPEARANCE OF JON C SIRLIN FILED. (FILED ON BEHALF OF TD BANK)	

REPORT : ZDRDOCT	First Judicial District	PAGE 5
USER ID: CXT	CIVIL DOCKET REPORT	RUN DATE 11/05/19
	CASE ID 190302772	RUN TIME 03:27 PM

Filing Date / Time	Docket Entry	Date Entered
20-MAY-19 13:10:25	AFFIDAVIT OF SERVICE FILED AFFIDAVIT OF SERVICE OF INTERROGATORIES IN ATTACHMENT UPON WELLS FARGO BANK BY PERSONAL SERVICE ON 05/14/2019 FILED.	20-MAY-19
20-MAY-19 13:11:37	AFFIDAVIT OF SERVICE FILED AFFIDAVIT OF SERVICE OF INTERROGATORIES IN ATTACHMENT UPON TD BANK BY PERSONAL SERVICE ON 05/14/2019 FILED.	20-MAY-19
20-MAY-19 13:13:03	AFFIDAVIT OF SERVICE FILED AFFIDAVIT OF SERVICE OF INTERROGATORIES IN ATTACHMENT UPON HSBC BANK BY PERSONAL SERVICE ON 05/14/2019 FILED.	20-MAY-19
20-MAY-19 13:14:29	AFFIDAVIT OF SERVICE FILED AFFIDAVIT OF SERVICE OF INTERROGATORIES IN ATTACHMENT UPON BANK OF AMERICA BY PERSONAL SERVICE ON 05/14/2019 FILED.	20-MAY-19
20-MAY-19 13:15:26	AFFIDAVIT OF SERVICE FILED AFFIDAVIT OF SERVICE OF INTERROGATORIES IN ATTACHMENT UPON BB&T BANK BY PERSONAL SERVICE ON 05/14/2019 FILED.	20-MAY-19
20-MAY-19 13:16:25	AFFIDAVIT OF SERVICE FILED AFFIDAVIT OF SERVICE OF INTERROGATORIES IN ATTACHMENT UPON JP MORGAN CHASE & CO BY PERSONAL SERVICE ON 05/14/2019 FILED.	20-MAY-19
30-MAY-19 10:48:08	ANSWERS-INTEROGS IN ATTACHMENT ANSWER TO INTERROGATORIES IN ATTACHMENT DIRECTED TO GARNISHEE HSBC BANK FILED.	18-JUN-19 HARTLEY, JOHN P
05-JUN-19 13:23:08	INTERROGATORIES FILED ANSWER TO INTERROGATORIES IN ATTACHMENT DIRECTED TO GARNISHEE(S) FILED ON BEHALF OF BB&T BANK.	11-JUN-19 HARTLEY, JOHN P
01-JUL-19 12:52:55	ANSWERS-INTEROGS IN ATTACHMENT ANSWER TO TD BANK INTERROGATORIES IN ATTACHMENT DIRECTED TO GARNISHEE(S) FILED. (FILED ON BEHALF OF TD BANK)	08-JUL-19 SIRLIN, JON C
11-JUL-19 10:52:26	ATTACHMENT DISSOLVED WRIT OF ATTACHMENT DISCONTINUED/DISSOLVED AGAINST GARNISHEE WELLS FARGO BANK, TD BANK, HSBC BANK AND BB&T BANK FILED. (FILED ON BEHALF OF WELLS FARGO BANK, TD BANK, HSBC BANK AND BB&T BANK)	15-JUL-19 HARTLEY, JOHN P

REPORT : ZDRDOCT  
USER ID: CXT

First Judicial District  
CIVIL DOCKET REPORT  
CASE ID 190302772

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Filing Date / Time	Docket Entry	Date Entered
08-AUG-19 13:09:53	PRAECIPE TO ISSUE WRIT FILED  PRAECIPE TO ISSUE WRIT OF ATTACHMENT FILED. WRIT OF EXECUTION IN ATTACHMENT AND SUMMONS ISSUED UPON GARNISHEE(S) US BANK, PNC BANK, WACHOVIA, BB&T, HSBC, WELLS FARGO, TD BANK, CITI BANK, BANK OF AMERICA, JP MORGAN CHASE & CO. AND CAPITAL ONE BANK FILED. (FILED ON BEHALF OF COMPLETE BUSINESS SOLUTIONS GROUP INC)	08-AUG-19 HARTLEY, JOHN P

\* \* \* End of Docket \* \* \*

## IN THE COURT OF COMMON PLEAS - PHILADELPHIA COUNTY - JUDGMENT INDEX

JUDGMENT FOR	JUDGMENT AGAINST	TERM	NO.	ATTORNEY	DATE	AMOUNT
COMPLETE BUSINESS SOLUTIONS GROUP, INC d/b/a PAR FUNDING	USV PARTS CORP ANDRES ESIS, GUARANTOR	Mar-19	2772	Cynthia A.Clark	3/19/2019	\$302,412.00

## COSTS

Philadelphia County.....	\$333.23
Exemplification.....	\$83.16

C.P. 54

FOREIGN CERTIFICATE

The Commonwealth of Pennsylvania  
COUNTY OF PHILADELPHIA, ss.....


I, **Eric Feder**, Director, Office of Judicial Records of the Court of Common Pleas of the County of Philadelphia, DO CERTIFY that the foregoing is a true copy of the JUDGMENT,  
DOCKET ENTRIES AND JUDGMENT INDEX

COMPLETE BUSINESS SOLUTIONS GROUP, INC d/b/a PAR FUNDING, Plaintiff(s) and

USV PARTS, CORP

ANDRESS ESIS, GARANTOR, Defendant(s), and of  
MARCH Term 2019, No. 2772 as

full, entire and complete as the same remains on file in the Court of Common Pleas, of the County of Philadelphia aforesaid in the case above stated.

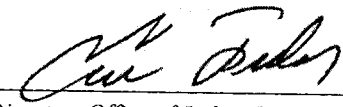
  
Director, Office of Judicial Records

I, **Jacqueline F. Allen**, Administrative Judge of the Court of Common Pleas Trial Division for the County of Philadelphia, DO CERTIFY that the foregoing Record, Certification and Attestation made by Eric Feder, Director, Office of Judicial Records of said Court, whose name is thereunto subscribed, and the seal of the said Court affixed, are in due form and made by the proper officers.

  
Administrative Judge, Trial Division

I, **Eric Feder**, Director, Office of Judicial Records of the Court of Common Pleas of the County of Philadelphia, DO CERTIFY that the Honorable Jacqueline F. Allen, by whom the foregoing Certificate and Attestation were made and whose name is thereby subscribed, was at the time of making thereof and still is, Administrative Judge of the Court of Common Pleas Trial Division of the County of Philadelphia, duly commissioned and sworn; to all whose acts, as such full faith and credit are and ought to be given as well in Courts of Judicature as elsewhere.

In Testimony Whereof, I have hereunto set my hand and affixed the seal of the said Court, this 5TH day of OCTOBER A.D., 2019.

  
Director, Office of Judicial Records



# Composite Exhibit “D”

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

FIRSTBANK PUERTO RICO d/b/a CASE NO.:  
FIRSTBANK FLORIDA,

Plaintiff,

v.

ANDRES GERARDO ESIS QUINONES  
A/K/A ANDRES ESIS QUINONES A/K/A  
ANDRES ESIS; EIN CAP, INC.; RYAN K.  
STUMPHAUZER, ESQ., AS RECEIVER FOR  
COMPLETE BUSINESS SOLUTIONS  
GROUP, INC. D/B/A PAR FUNDING;  
MONACO HOMEOWNERS ASSOCIATION,  
INC.; UNKNOWN SPOUSE ANDRES  
GERARDO ESIS QUINONES A/K/A  
ANDRES ESIS QUINONES A/K/A ANDRES  
ESIS; UNKNOWN TENANT IN  
POSSESSION 1; UNKNOWN TENANT IN  
POSSESSION 2;

Defendants.

\_\_\_\_\_ /

**VERIFIED COMPLAINT**

Plaintiff, FIRSTBANK PUERTO RICO d/b/a FIRSTBANK FLORIDA, a Banking corporation organized under the laws of the Commonwealth of Puerto Rico ("FIRSTBANK FLORIDA"), sues the Defendants, ANDRES GERARDO ESIS QUINONES A/K/A ANDRES ESIS QUINONES A/K/A ANDRES ESIS; EIN CAP, INC.; RYAN K. STUMPHAUZER, ESQ., AS RECEIVER FOR COMPLETE BUSINESS SOLUTIONS GROUP, INC. D/B/A PAR FUNDING; MONACO HOMEOWNERS ASSOCIATION, INC.; UNKNOWN SPOUSE ANDRES GERARDO ESIS QUINONES A/K/A ANDRES ESIS QUINONES A/K/A ANDRES ESIS; UNKNOWN TENANT IN POSSESSION 1; UNKNOWN TENANT IN POSSESSION 2, and states as follows:

**PARTIES, VENUE, JURISDICTION**

1. Plaintiff, FIRSTBANK FLORIDA is a banking corporation authorized to do business in Florida and is organized under the laws of the Commonwealth of Puerto Rico. FIRSTBANK FLORIDA has offices in Florida for performance of its usual and customary business throughout the State.

2. Defendant ANDRES GERARDO ESIS QUINONES A/K/A ANDRES ESIS QUINONES A/K/A ANDRES ESIS (“QUINONES”) resides, owns property and/or conducts business in Miami-Dade County, Florida or otherwise voluntarily submitted himself to the jurisdiction of this Court.

3. Defendant Ein Cap, Inc., is a New York corporation which conducts business in Miami-Dade County, Florida.

4. Defendant MONACO HOMEOWNERS ASSOCIATION, INC. is a Florida corporation which conducts business in Miami-Dade County, Florida.

5. Defendant RYAN K. STUMPHAUZER, ESQ., AS RECEIVER FOR COMPLETE BUSINESS SOLUTIONS GROUP, INC. D/B/A PAR FUNDING was appointed receiver on August 13, 2020 in the case of Securities Exchange Commission v. Complete Business Solutions Group, Inc. d/b/a Par Funding in the Southern District of Florida in Case NO. 20-cv-81205. COMPLETE BUSINESS SOLUTIONS GROUP, INC. D/B/A PAR FUNDING was a corporation which conducted business in Miami-Dade County, Florida.

6. The real property at issue in this action is located in Miami-Dade County, Florida, and by reason thereof the venue for this matter is in Miami-Dade County, Florida. Venue is also proper in Miami-Dade County, Florida because this is the county where the cause of action accrued.

7. Defendants UNKNOWN TENANT IN POSSESSION 1 and UNKNOWN TENANT IN POSSESSION 2 are joined by virtue of any right, title, or interest said Defendants

may claim as tenants in the real property at issues in this action pursuant to a lease agreement, either written or oral. Said interest is subject, subordinate, and inferior to the lien of the Mortgage held by Plaintiff.

8. Defendant UNKNOWN SPOUSE ANDRES GERARDO ESIS QUINONES A/K/A ANDRES ESIS QUINONES A/K/A ANDRES ESIS ("UNKNOWN SPOUSE") is joined by claim by virtue of homestead rights, possession or some other unknown interest in the real property at issues in this action. Said interest is subject, subordinate, and inferior to the lien of the Mortgage held by Plaintiff.

**COUNT I – BREACH OF PROMISSORY NOTE**  
**(Quinones)**

9. FIRSTBANK FLORIDA realleges and reaffirms paragraphs 1 through 8 above as if fully set forth herein.

10. On July 17, 2014, Defendant QUINONES executed and delivered a Promissory Note in the principal amount of \$208,000.00 (the "Note") to FIRSTBANK FLORIDA. A true and correct copy of the Note is attached hereto as **Exhibit "A."**

11. Defendant QUINONES defaulted under the Note by failing to pay the monthly payment due for March 1, 2022 and all subsequent payments thereafter.

12. FIRSTBANK FLORIDA owns and holds the Note.

13. In accordance with the terms of the loan documents, on or about June 17, 2022, Plaintiff notified Defendant QUINONES of the defaults and provided him an opportunity to cure the defaults listed therein. Defendant QUINONES, however, failed to cure the defaults.

14. Due to Defendant QUINONES's failure to cure the defaults, Plaintiff hereby accelerates the indebtedness due under the Note and declares the full amount payable under the Note to be due and payable immediately.

15. All conditions precedent to the acceleration of the Note and this action have been performed, have occurred, or have been waived.

16. Defendant QUINONES owes FIRSTBANK FLORIDA the principal amount of \$180,031.37 under the Note plus accrued interest, escrow advances and/or fees for inspections, property preservations or other expenses incurred to protect and preserve the Real Property (defined below), all costs of collection including title search expenses for ascertaining necessary parties to this action, and reasonable attorney's fees and costs.

17. FIRSTBANK FLORIDA has retained the law firm of Liebler, Gonzalez & Portuondo in this action, and Defendant QUINONES is obligated to pay Plaintiff's attorneys a reasonable fee for their services. Plaintiff is entitled to recover its attorneys' fees under the terms of the instruments upon which this action is based.

**WHEREFORE**, FIRSTBANK FLORIDA demands judgement for the amounts outstanding under the Note plus accrued interest (both default and contractual), late charges, costs and reasonable attorneys' fees and for any such other relief this Court deems just and proper.

**COUNT II – REFORMATION OF MORTGAGE**  
**(Quinones)**

18. FIRSTBANK FLORIDA realleges and reaffirms paragraphs 1 through 8 above as if fully set forth herein.

19. This is an action for reformation of a mortgage.

20. On July 17, 2014, Defendant QUINONES executed and delivered a Promissory Note in the principal amount of \$208,000.00 (the "Note") to FIRSTBANK FLORIDA. A true and correct copy of the Note is attached hereto as **Exhibit "A."**

21. As security for the Note, Defendant QUINONES, on July 17, 2014, executed and delivered a mortgage, along with riders thereto, to FIRSTBANK FLORIDA (collectively with the riders, the "Mortgage"). The Mortgage was recorded on July 21, 2014 in Official Records Book 29237 at Page 3105 of the public records of Miami-Dade County, Florida, and mortgaged the property described in the Mortgage then owned by and in possession of the mortgagor. A true and correct copy of the Mortgage is attached hereto as **Composite Exhibit "B."**



22. FIRSTBANK FLORIDA owns and holds the Note and is entitled to enforce the Mortgage.

23. The Mortgage posted an incorrect legal description for the real property.

24. The correct legal description for the real property is:

**Lot 8, Block 3, Villa Bello, according to the plat thereof as recorded in Plat Book 170, Page 9, Public Records of Miami-Dade County, Florida.  
(hereinafter, the “Real Property”).**

25. This legal description corresponds with the property address 11278 Northwest 88 Terrace, Miami, FL 33178, as identified in the Mortgage.

26. The legal description referenced in the Mortgage inadvertently omits the “B” in the word Block, inadvertently adds the words “Map or”, and inadvertently adds an “(s)” to the word Page. A true and correct copy of the Special Warranty Deed to Defendant QUINONES reflecting the accurate legal description is attached hereto as **Exhibit “C”**.

27. The public is on notice as to the lien of the Mortgage held by FIRSTBANK FLORIDA as the Mortgage posted to the chain of title for the Real Property.

28. The inadvertent omission of B” to the word Block, inadvertent addition of the words “Map or”, and the inadvertent addition of an “(s)” to the word Page has not caused any prejudice or confusion.

29. Defendant QUINONES will not be prejudiced by the reformation sought as he had actual notice of the encumbrance created by the Mortgage as evidenced by the execution thereof and the related documentation.

30. All conditions precedent to the acceleration of the Note and foreclosure of the Mortgage have been performed, have occurred, or have been waived

31. The equities of this case require that the Mortgage be reformed to include the correct legal description of the encumbered Real Property as intended by the parties.

**WHEREFORE**, Plaintiff, FIRSTBANK FLORIDA, respectfully requests that this Court enter judgment reforming the Mortgage to correct the scrivener's error in the legal description and for such other and further relief as this Court deems just and proper.

**COUNT III – MORTGAGE FORECLOSURE**

**(Quinones, Unknown Spouse, Complete Business Solutions Group, Inc, Ein Cap, Inc., Ryan K. Stumphauzer, Esq. as Receiver for Complete Business Solutions Group, Inc. d/b/a Par Funding, Monaco Homeowners Association, Inc., Unknown Tenant in Possession 1 & 2)**

32. FIRSTBANK FLORIDA realleges and reaffirms paragraphs 1 through 8 above as if fully set forth herein.

33. This is an action to foreclose a mortgage on real property (hereinafter, the "Property") located in Miami-Dade County, Florida.

34. On July 17, 2014, QUINONES executed and delivered a Promissory Note in the principal amount of \$208,000.00 (the "Note") to FirstBank Florida. A true and correct copy of the Note is attached hereto as **Exhibit "A."**

35. As security for the Note, QUINONES, on July 17, 2014, executed and delivered a mortgage, along with riders thereto, to FIRSTBANK FLORIDA (collectively with the riders, the "Mortgage"). The Mortgage was recorded on July 21, 2014 in Official Records Book 29237 at Page 3105 of the public records of Miami-Dade County, Florida, and mortgaged the property described in the Mortgage then owned by and in possession of the mortgagor. A true and correct copy of the Mortgage is attached hereto as **Composite Exhibit "B."**

36. The Mortgage encumbers the following real property:

**Lot 8, Block 3, Villa Bello, according to the plat thereof as recorded in Plat Book 170, Page 9, Public Records of Miami-Dade County, Florida.  
("Property")  
A/K/A 11278 Northwest 88 Terrace, Miami, FL 33178**

37. As part of the Mortgage and as additional security for the Note, QUINONES executed and delivered to Plaintiff multiple Riders including but not limited to the 1-4 Family

Rider – Assignment of Rents (the “Assignment of Rents Rider”)<sup>1</sup>. The Assignment of Rents Rider was recorded as part of the Mortgage at Book 29237, Page 3128, of the Public Records of Miami-Dade County, Florida.

38. Pursuant to the Assignment of Rents Rider, Defendant absolutely and unconditionally assigned and transferred to Plaintiff all rents and revenues derived or generated from the Real Property and the right to recover said rents directly from the Defendant or any tenants occupying the subject Real Property.

39. Pursuant to the terms of the Assignment of Rents Rider, Plaintiff gave written notice of the default under the Note and Mortgage and demanded turnover of rents generated by the Real Property. True and correct copies of the Demand for Rents correspondence is attached hereto as **Exhibit “D”** and incorporated herein by reference.

40. Pursuant to Florida Statute § 697.07, the Mortgage along with the Assignment of Rents Rider, Plaintiff FIRSTBANK FLORIDA is entitled to the entry of an Order by this Court directing payment of all rents and other income and revenues derived from the mortgaged Property to a Court-appointed Receiver, to FIRSTBANK FLORIDA, or as otherwise determined by the Court. Alternatively, FIRSTBANK FLORIDA requests entry of an Order that requires tendering of such profits into the Registry of the Court.

41. Plaintiff, FIRSTBANK FLORIDA holds the Note and is entitled to enforce the terms of the Note, Mortgage and Assignment of Rents Rider.

42. Defendant, QUINONES, defaulted under the Note and Mortgage by failing to pay the monthly payment due for March 1, 2022 and all subsequent payments thereafter.

43. In accordance with the terms of the loan documents, on or about June 17, 2022, Plaintiff notified Defendant QUINONES of the defaults and provided him an opportunity to cure the defaults listed therein. Defendant QUINONES, however, failed to cure the defaults.

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<sup>1</sup> See *supra*.

44. Due to Defendant QUINONES's failure to cure the defaults, Plaintiff hereby accelerates the indebtedness due under the Note and declares the full amount payable under the Note and Mortgage to be due and payable immediately.

45. All conditions precedent to the acceleration of the Note and foreclosure of the Mortgage have been performed, have occurred, or have been waived.

46. Defendant QUINONES owes Plaintiff the principal amount of \$180,031.37 under the Note secured by the Mortgage plus accrued interest, escrow advances and/or fees for inspections, property preservations or other expenses incurred to protect and preserve the Property, all costs of collection including title search expenses for ascertaining necessary parties to this action, and reasonable attorney's fees and costs.

47. Plaintiff has retained the law firm of Liebler, Gonzalez & Portuondo in this action, and Defendant is obligated to pay Plaintiff's attorneys a reasonable fee for their services. Plaintiff is entitled to recover its attorneys' fees under the terms of the instruments upon which this action is based.

48. The interests of each Defendants are subject, subordinate, and inferior to the right, title, interest, and lien of Plaintiff's Mortgage, unless otherwise provided for by law.

49. Defendant, MONACO HOMEOWNERS ASSOCIATION, INC., may have or claim an interest in the Real Property that is the subject of this action by virtue of the Declaration of Covenants and Restrictions recorded in Official Records Book 29123, Page 2295 of the Public Records of Miami-Dade County, Florida. However, such interest is subject, subordinate and inferior to that of Plaintiff FIRSTBANK FLORIDA.

50. Defendant, RYAN K. STUMPHAUZER, ESQ., AS RECEIVER FOR COMPLETE BUSINESS SOLUTIONS GROUP, INC. D/B/A PAR FUNDING, may have or claim an interest in the Real Property that is the subject of this action by virtue of a mortgage recorded in Official Records Book 31279, Page 2740 of the Public Records of Miami-Dade

County, Florida, a Lis Pendens recorded in Official Records Book 31775, Page 2148 of the Public Records of Miami-Dade County, Florida and a Judgment recorded in Official Records Book 31749, Page 99 of the Public Records of Miami-Dade County, Florida. However, each interest of said defendant is subject, subordinate and inferior to that of Plaintiff FIRSTBANK FLORIDA.

50. Defendant, EIN CAP, INC., may have or claim an interest in the Real Property that is the subject of this action by virtue of a Judgment recorded in Official Records Book 31824, Page 3794 of the Public Records of Miami-Dade County, Florida. However, such interest is subject, subordinate and inferior to that of Plaintiff FIRSTBANK FLORIDA.

51. Defendant, UNKNOWN SPOUSE ANDRES GERARDO ESIS QUINONES A/K/A ANDRES ESIS QUINONES A/K/A ANDRES ESIS, is joined by virtue of any right, title or interest said Defendant may claim by virtue of homestead rights, possession or some other unknown interest. Said interest is subject, subordinate, and inferior to the lien of the Mortgage held by Plaintiff FIRSTBANK FLORIDA.

52. Defendants, UNKNOWN TENANT IN POSSESSION 1 and UNKNOWN TENANT IN POSSESSION 2, are joined by virtue of any right, title or interest said Defendants may claim as tenants in the Property pursuant to a lease agreement, either written or oral. Said interest is subject, subordinate, and inferior to the lien of the Mortgage held by Plaintiff FIRSTBANK FLORIDA.

**WHEREFORE**, on the basis of the foregoing, Plaintiff FIRSTBANK FLORIDA requests that this Court:

- a) Take jurisdiction of the subject matter hereof and the parties hereto.
- b) That an accounting be taken of the sums due FIRSTBANK FLORIDA for principal, interest, late payment charges, title search expenses, costs, taxes, advancements made by Plaintiff to preserve the Real Property, and attorneys' fees, with interest due thereon and that all sums found to be due to Plaintiff be a lien in favor of Plaintiff upon the



mortgaged Real Property prior, paramount and superior to all rights, title, interests, liens and claims of the Defendants, or any of them, in this cause.

c) That this Court enumerate all amounts due Plaintiff pursuant to the Note as secured by the Mortgage and related financing documents and award attorneys' fees, costs outstanding principal, interest and advances and entered judgment foreclosing the Mortgage encumbering the Real Property for said total amount.

d) That the Real Property be sold at public sale, as provided by law, by and under the direction of this Court, and that there be paid out of the proceeds of sale, the costs and expenses of the suit, including FIRSTBANK FLORIDA's attorneys' fees, and that the remainder of such proceeds be applied to the payment of principal, interest and late charges found to be due to FIRSTBANK FLORIDA and to advances by FIRSTBANK FLORIDA pursuant to the terms of the loan documents.

e) That this Court adjudge that the right, title and interest of any party claiming by, through, under or against any Defendants named herein be deemed inferior and subordinate to the Plaintiff's Mortgage lien and that such parties be forever barred and foreclosed of any rights, title, interest and liens, in, to or upon the mortgaged Real Property, and that all parties in possession thereof surrender and forthwith deliver upon said mortgaged Real Property to the purchaser at the sale.

f) That this Court enter an Order requiring the Defendants (including but not limited to all tenant(s) and other occupants) to turn over all rents or other revenue and income collected or paid with regard to the subject Real Property to FIRSTBANK FLORIDA or alternatively into the Registry of the Court.

g) That the Court retain jurisdiction in this action to enter further orders that are just and proper including but not limited to deficiency judgement, issuance of writs of

ejection, and orders permitting the filing of amended and/or supplemental pleadings and proceedings (including joinder of additional parties).

h) That the Court award damages against Defendant QUINONES, together with interest, court costs and reasonable attorney's fees and any other relief this Court deems just and proper.

**FLA. R. CIV. P. 1.115(e) VERIFICATION**

Under penalty of Perjury, I declare that I have read the foregoing, and the facts alleged are true and correct to the best of my knowledge and belief.

Name: Lourdes J Cordoba

Printed Name/Title: Lourdes Cordoba / Credit Administration Specialist

FIRSTBANK PUERTO RICO d/b/a FIRSTBANK FLORIDA, a banking corporation organized under the laws of the Commonwealth of Puerto Rico

DATED: August 31, 2022

**LIEBLER, GONZALEZ & PORTUONDO**  
*Attorneys for Plaintiff*  
Courthouse Tower - 25<sup>th</sup> Floor  
44 West Flagler Street  
Miami, FL 33130  
Tel: (305) 379-0400  
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Primary E-mail: [service@lgplaw.com](mailto:service@lgplaw.com)

By: /s/ Nicole Zimmerman  
BARIS J. OKULAR  
Florida Bar No. 0024257  
Email: [bjo@lgplaw.com](mailto:bjo@lgplaw.com)  
NICOLE ZIMMERMAN  
Florida Bar No. 19595  
Email: [nfz@lgplaw.com](mailto:nfz@lgplaw.com)

# Exhibit “A”

## ADJUSTABLE RATE NOTE

(3 Year Treasury Index—Rate Caps)

THIS NOTE CONTAINS PROVISIONS ALLOWING FOR CHANGES IN MY INTEREST RATE AND MY MONTHLY PAYMENT. THIS NOTE LIMITS THE AMOUNT MY INTEREST RATE CAN CHANGE AT ANY ONE TIME AND THE MAXIMUM RATE I MUST PAY.

July 17, 2014  
[Date]

[City]  
11278 NW 88TH TERRACE  
Doral, FL 33178

Florida  
[State]

[Property Address]

### 1. BORROWER'S PROMISE TO PAY

In return for a loan that I have received, I promise to pay U.S. \$208,000.00 (this amount is called "Principal"), plus interest, to the order of the Lender. The Lender is **FirstBank Puerto Rico d/b/a FirstBank Florida, Commercial Bank**

I will make all payments under this Note in the form of cash, check or money order.

I understand that the Lender may transfer this Note. The Lender or anyone who takes this Note by transfer and who is entitled to receive payments under this Note is called the "Note Holder."

### 2. INTEREST

Interest will be charged on unpaid principal until the full amount of Principal has been paid. I will pay interest at a yearly rate of **5.0000%**. The interest rate I will pay will change in accordance with Section 4 of this Note.

The interest rate required by this Section 2 and Section 4 of this Note is the rate I will pay both before and after any default described in Section 7(B) of this Note.

### 3. PAYMENTS

#### (A) Time and Place of Payments

I will pay principal and interest by making a payment every month.

I will make my monthly payment on the first day of each month beginning on **September 01, 2014**. I will make these payments every month until I have paid all of the principal and interest and any other charges described below that I may owe under this Note. Each monthly payment will be applied as of its scheduled due date and will be applied to interest before Principal. If, on **August 01, 2044**, I still owe amounts under this Note, I will pay those amounts in full on that date, which is called the "Maturity Date."

I will make my monthly payments at **FirstBank Puerto Rico d/b/a FirstBank Florida, 701 Waterford Way, Suite 800, Miami, FL 33126**

or at a different place if required by the Note Holder.

#### (B) Amount of My Initial Monthly Payments

Each of my initial monthly payments will be in the amount of U.S. \$1,116.59. This amount may change.

#### (C) Monthly Payment Changes

Changes in my monthly payment will reflect changes in the unpaid principal of my loan and in the interest rate that I must pay. The Note Holder will determine my new interest rate and the changed amount of my monthly payment in accordance with Section 4 of this Note.

MULTISTATE ADJUSTABLE RATE NOTE—3 YEAR ARM—Single Family

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#### 4. INTEREST RATE AND MONTHLY PAYMENT CHANGES

##### (A) Change Dates

The interest rate I will pay may change on the first day of **August 2019**, and on that day every 12 months thereafter. Each date on which my interest rate could change is called a "Change Date."

##### (B) The Index

Beginning with the first Change Date, my interest rate will be based on an Index. The "Index" is the weekly average yield on United States Treasury securities adjusted to a constant maturity of three years, as made available by the Federal Reserve Board. The most recent Index figure available as of the date 45 days before each Change Date is called the "Current Index."

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

##### (C) Calculation of Changes

Before each Change Date, the Note Holder will calculate my new interest rate by adding **Three** percentage points ( **3.0000%**) to the Current Index. The Note Holder will then round the result of this addition to the nearest one-eighth of one percentage point (0.125%). Subject to the limits stated in Section 4(D) below, this rounded amount will be my new interest rate until the next Change Date.

The Note Holder will then determine the amount of the monthly payment that would be sufficient to repay the unpaid principal that I am expected to owe at the Change Date in full on the Maturity Date at my new interest rate in substantially equal payments. The result of this calculation will be the new amount of my monthly payment.

##### (D) Limits on Interest Rate Changes

The interest rate I am required to pay at the first Change Date will not be greater than **7.0000%** or less than **3.0000%**. Thereafter, my interest rate will never be increased or decreased on any single Change Date by more than two percentage points (2.0%) from the rate of interest I have been paying for the preceding 12 months. My interest rate will never be greater than **9.0000%**.

##### (E) Effective Date of Changes

My new interest rate will become effective on each Change Date. I will pay the amount of my new monthly payment beginning on the first monthly payment date after the Change Date until the amount of my monthly payment changes again.

##### (F) Notice of Changes

The Note Holder will deliver or mail to me a notice of any changes in my interest rate and the amount of my monthly payment before the effective date of any change. The notice will include information required by law to be given to me and also the title and telephone number of a person who will answer any question I may have regarding the notice.

#### 5. BORROWER'S RIGHT TO PREPAY

I have the right to make payments of Principal at any time before they are due. A payment of Principal only is known as a "Prepayment." When I make a Prepayment, I will tell the Note Holder in writing that I am doing so. I may not designate a payment as a Prepayment if I have not made all the monthly payments due under the Note.

I may make a full Prepayment or partial Prepayments without paying a Prepayment charge. The Note Holder will use my Prepayments to reduce the amount of Principal that I owe under this Note. However, the Note Holder may apply my Prepayment to the accrued and unpaid interest on the Prepayment amount, before applying my Prepayment to reduce the Principal amount of the Note. If I make a partial Prepayment, there will be no changes in the due dates of my monthly payment unless the Note Holder agrees in writing to those changes. My partial Prepayment may reduce the amount of my monthly payments after the first Change Date following my partial Prepayment. However, any reduction due to my partial Prepayment may be offset by an interest rate increase.

#### 6. LOAN CHARGES

If a law, which applies to this loan and which sets maximum loan charges, is finally interpreted so that the interest or other loan charges collected or to be collected in connection with this 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 me which exceeded permitted limits will be refunded to me. The Note Holder may choose to make this refund by reducing the Principal I owe under this Note or by making a direct payment to me. If a refund reduces Principal, the reduction will be treated as a partial Prepayment.

MULTISTATE ADJUSTABLE RATE NOTE—3 YEAR ARM—Single Family

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(Page 2 of 5)



**7. BORROWER'S FAILURE TO PAY AS REQUIRED**

**(A) Late Charges for Overdue Payments**

If the Note Holder has not received the full amount of any monthly payment by the end of **15** calendar days after the date it is due, I will pay a late charge to the Note Holder. The amount of the charge will be **5.0000%** of my overdue payment of principal and interest. I will pay this late charge promptly but only once on each late payment.

**(B) Default**

If I do not pay the full amount of each monthly payment on the date it is due, I will be in default.

**(C) Notice of Default**

If I am in default, the Note Holder may send me a written notice telling me that if I do not pay the overdue amount by a certain date, the Note Holder may require me to pay immediately the full amount of Principal which has not been paid and all the interest that I owe on that amount. That date must be at least 30 days after the date on which the notice is mailed to me or delivered by other means.

**(D) No Waiver By Note Holder**

Even if, at a time when I am in default, the Note Holder does not require me to pay immediately in full as described above, the Note Holder will still have the right to do so if I am in default at a later time.

**(E) Payment of Note Holder's Costs and Expenses**

If the Note Holder has required me to pay immediately in full as described above, the Note Holder will have the right to be paid back by me for all of its costs and expenses in enforcing this Note to the extent not prohibited by applicable law. Those expenses include, for example, reasonable attorneys' fees.

**8. GIVING OF NOTICES**

Unless applicable law requires a different method, any notice that must be given to me under this Note will be given by delivering it or by mailing it by first class mail to me at the Property Address above or at a different address if I give the Note Holder a notice of my different address.

Any notice that must be given to the Note Holder under this Note will be given by delivering it or by mailing it by first class mail to the Note Holder at the address stated in Section 3(A) above or at a different address if I am given a notice of that different address.

**9. OBLIGATIONS OF PERSONS UNDER THIS NOTE**

If more than one person signs this Note, each person is fully and personally obligated to keep all of the promises made in this Note, including the promise to pay the full amount owed. Any person who is a guarantor, surety or endorser of this Note is also obligated to do these things. Any person who takes over these obligations, including the obligations of a guarantor, surety or endorser of this Note, is also obligated to keep all of the promises made in this Note. The Note Holder may enforce its rights under this Note against each person individually or against all of us together. This means that any one of us may be required to pay all of the amounts owed under this Note.

**10. WAIVERS**

I and any other person who has obligations under this Note waive the rights of Presentment and Notice of Dishonor. "Presentment" means the right to require the Note Holder to demand payment of amounts due. "Notice of Dishonor" means the right to require the Note Holder to give notice to other persons that amounts due have not been paid.

**11. UNIFORM SECURED NOTE**

This Note is a uniform instrument with limited variations in some jurisdictions. In addition to the protections given to the Note Holder under this Note, a Mortgage, Deed of Trust, or Security Deed (the "Security Instrument"), dated the same date as this Note, protects the Note Holder from possible losses which might result if I do not keep the promises which I make in this Note. That Security Instrument describes how and under what conditions I may be required to make immediate payment in full of all amounts I owe under this Note. Some of those conditions are described as follows:

If all or any part of the Property or any Interest in the Property is sold or transferred (or if Borrower is not a natural person and a beneficial interest in Borrower is sold or transferred) without Lender's prior written consent, Lender may require immediate payment in full of all sums secured by this Security Instrument. However, this option

MULTISTATE ADJUSTABLE RATE NOTE—3 YEAR ARM—Single Family

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shall not be exercised by Lender if such exercise is prohibited by Applicable Law. Lender also shall not exercise this option if: (a) Borrower causes to be submitted to Lender information required by Lender to evaluate the intended transferee as if a new loan were being made to the transferee; and (b) Lender reasonably determines that Lender's security will not be impaired by the loan assumption and that the risk of a breach of any covenant or agreement in this Security Instrument is acceptable to Lender.

To the extent permitted by Applicable Law, Lender may charge a reasonable fee as a condition to Lender's consent to the loan assumption. Lender may also require the transferee to sign an assumption agreement that is acceptable to Lender and that obligates the transferee to keep all the promises and agreements made in the Note and in this Security Instrument. Borrower will continue to be obligated under the Note and this Security Instrument unless Lender releases Borrower in writing.

If Lender exercises the option to require immediate payment in full, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is given in accordance with Section 15 within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

**12. DOCUMENTARY TAX**

The state documentary tax due on this Note has been paid on the mortgage securing this indebtedness.


MULTISTATE ADJUSTABLE RATE NOTE—3 YEAR ARM—Single Family

ITEM 130412L4 (C6762L) (082212)

  
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Borrower has executed and acknowledges receipt of pages 1 through 5 of this Note.

WITNESS THE HAND(S) AND SEAL(S) OF THE UNDERSIGNED.


  
\_\_\_\_\_  
ANDRES GERARDO ESIS QUINONES (Seal)  
-Borrower

\_\_\_\_\_  
(Seal)  
-Borrower

\_\_\_\_\_  
(Seal)  
-Borrower

Pay to the order of:

[Sign Original Only]

FirstBank Puerto Rico  
By:   
\_\_\_\_\_  
Maria E. Cremades  
Vice President

MULTISTATE ADJUSTABLE RATE NOTE—3 YEAR ARM—Single Family

ITEM 130412L5 (C6762L) (082212)

  
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# Composite Exhibit “B”

PREPARED BY:

Name: **Flor Reyes**

Address:  
**FirstBank Puerto Rico d/b/a FirstBank Florida**  
**701 Waterford Way, Suite 800**  
**Miami, FL 33126**

Return to:  
**NORTH AMERICAN TITLE COMPANY**  
**700 NW 107TH AVENUE SUITE 100**  
**MIAMI, FL 33172**

[Space Above This Line For Recording Data]

## MORTGAGE

### DEFINITIONS

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

(A) "Security Instrument" means this document, which is dated **July 17, 2014**, together with all Riders to this document.

(B) "Borrower" is **ANDRES GERARDO ESIS QUINONES, A SINGLE MAN**

Borrower is the mortgagor under this Security Instrument.

(C) "Lender" is **FirstBank Puerto Rico d/b/a FirstBank Florida**  
Lender is a **Commercial Bank**  
the laws of **the Commonwealth of Puerto Rico**  
**701 Waterford Way, Suite 800, Miami, FL 33126**

organized and existing under  
Lender's address is

Lender is the mortgagee under this Security Instrument.

(D) "Note" means the promissory note signed by Borrower and dated **July 17, 2014**. The Note states that Borrower owes Lender **Two Hundred Eight Thousand and no/100** Dollars (U.S. \$**208,000.00**) plus interest. Borrower has promised to pay this debt in regular Periodic Payments and to pay the debt in full not later than **August 01, 2044**.

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*Handwritten signature*



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

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

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

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

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

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

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

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

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

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

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

(O) **"RESPA"** means the Real Estate Settlement Procedures Act (12 U.S.C. § 2601 et seq.) and its implementing regulation, Regulation X (12 C.F.R. Part 1024), as they might be amended from time to time, or any additional or successor legislation or regulation that governs the same subject matter. As used in this Security Instrument, "RESPA" refers to all requirements and restrictions that are imposed in regard to a "federally related mortgage loan" even if the Loan does not qualify as a "federally related mortgage loan" under RESPA.

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



# TRANSFER OF RIGHTS IN THE PROPERTY

This Security Instrument secures to Lender: (i) the repayment of the Loan, and all renewals, extensions and modifications of the Note; and (ii) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower does hereby mortgage, grant and convey to Lender, the following described property located in the

**County** of **Miami-Dade**  
[Type of Recording Jurisdiction] [Name of Recording Jurisdiction]

**LOT 8, LOCK 3, VILLA BELLO, ACCORDING TO THE MAP OR PLAT THEREOF, AS RECORDED IN PLAT BOOK 170, PAGE(S) 9, OF THE PUBLIC RECORDS OF MIAMI - DADE COUNTY, FLORIDA**

which currently has the address of

**11278 NW 88TH TERRACE**

[Street]

**Doral**  
[City]

, Florida

**33178**  
[Zip Code]

("Property Address"):

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

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

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

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

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

Payments are deemed received by Lender when received at the location designated in the Note or at such other location as may be designated by Lender in accordance with the notice provisions in Section 15. Lender may return any payment or partial payment if the payment or partial payments are insufficient to bring the Loan current. Lender may accept any payment or partial payment insufficient to bring the Loan current, without waiver of any rights hereunder or prejudice to its rights to refuse such payment or partial payments in the future, but Lender is not obligated to apply such payments at the time such payments are accepted. If each Periodic Payment is applied as of its scheduled due date, then Lender need not pay interest on unapplied funds. Lender may hold such unapplied funds until Borrower makes payment to bring the Loan current. If Borrower does not do so within a reasonable period of time, Lender shall either apply such funds or return them to Borrower. If not applied earlier, such

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funds will be applied to the outstanding principal balance under the Note immediately prior to foreclosure. No offset or claim which Borrower might have now or in the future against Lender shall relieve Borrower from making payments due under the Note and this Security Instrument or performing the covenants and agreements secured by this Security Instrument.

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

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

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

**3. Funds for Escrow Items.** Borrower shall pay to Lender on the day Periodic Payments are due under the Note, until the Note is paid in full, a sum (the "Funds") to provide for payment of amounts due for: (a) taxes and assessments and other items which can attain priority over this Security Instrument as a lien or encumbrance on the Property; (b) leasehold payments or ground rents on the Property, if any; (c) premiums for any and all insurance required by Lender under Section 5; and (d) Mortgage Insurance premiums, if any, or any sums payable by Borrower to Lender in lieu of the payment of Mortgage Insurance premiums in accordance with the provisions of Section 10. These items are called "Escrow Items." At origination or at any time during the term of the Loan, Lender may require that Community Association Dues, Fees, and Assessments, if any, be escrowed by Borrower, and such dues, fees and assessments shall be an Escrow Item. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this Section. Borrower shall pay Lender the Funds for Escrow Items unless Lender waives Borrower's obligation to pay the Funds for any or all Escrow Items. Lender may waive Borrower's obligation to pay to Lender Funds for any or all Escrow Items at any time. Any such waiver may only be in writing. In the event of such waiver, Borrower shall pay directly, when and where payable, the amounts due for any Escrow Items for which payment of Funds has been waived by Lender and, if Lender requires, shall furnish to Lender receipts evidencing such payment within such time period as Lender may require. Borrower's obligation to make such payments and to provide receipts shall for all purposes be deemed to be a covenant and agreement contained in this Security Instrument, as the phrase "covenant and agreement" is used in Section 9. If Borrower is obligated to pay Escrow Items directly, pursuant to a waiver, and Borrower fails to pay the amount due for an Escrow Item, Lender may exercise its rights under Section 9 and pay such amount and Borrower shall then be obligated under Section 9 to repay to Lender any such amount. Lender may revoke the waiver as to any or all Escrow Items at any time by a notice given in accordance with Section 15 and, upon such revocation, Borrower shall pay to Lender all Funds, and in such amounts, that are then required under this Section 3.

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

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

If there is a surplus of Funds held in escrow, as defined under RESPA, Lender shall account to Borrower for the excess funds in accordance with RESPA. If there is a shortage of Funds held in escrow, as defined under RESPA, Lender shall notify Borrower as required by RESPA, and Borrower shall pay to Lender the amount necessary to make up the shortage in accordance with RESPA, but in no more than 12 monthly payments. If there is a deficiency of Funds held in escrow, as defined under

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RESPA, Lender shall notify Borrower as required by RESPA, and Borrower shall pay to Lender the amount necessary to make up the deficiency in accordance with RESPA, but in no more than 12 monthly payments.

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

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

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

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

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

If Borrower fails to maintain any of the coverages described above, Lender may obtain insurance coverage, at Lender's option and Borrower's expense. Lender is under no obligation to purchase any particular type or amount of coverage. Therefore, such coverage shall cover Lender, but might or might not protect Borrower, Borrower's equity in the Property, or the contents of the Property, against any risk, hazard or liability and might provide greater or lesser coverage than was previously in effect. Borrower acknowledges that the cost of the insurance coverage so obtained might significantly exceed the cost of insurance that Borrower could have obtained. Any amounts disbursed by Lender under this Section 5 shall become additional debt of Borrower secured by this Security Instrument. These amounts shall bear interest at the Note rate from the date of disbursement and shall be payable, with such interest, upon notice from Lender to Borrower requesting payment.

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

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

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Borrower shall not be paid out of the insurance proceeds and shall be the sole obligation of Borrower. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower. Such insurance proceeds shall be applied in the order provided for in Section 2.

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

**6. Occupancy.** Borrower shall occupy, establish, and use the Property as Borrower's principal residence within 60 days after the execution of this Security Instrument and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless extenuating circumstances exist which are beyond Borrower's control.

**7. Preservation, Maintenance and Protection of the Property; Inspections.** Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate or commit waste on the Property. Whether or not Borrower is residing in the Property, Borrower shall maintain the Property in order to prevent the Property from deteriorating or decreasing in value due to its condition. Unless it is determined pursuant to Section 5 that repair or restoration is not economically feasible, Borrower shall promptly repair the Property if damaged to avoid further deterioration or damage. If insurance or condemnation proceeds are paid in connection with damage to, or the taking of, the Property, Borrower shall be responsible for repairing or restoring the Property only if Lender has released proceeds for such purposes. Lender may disburse proceeds for the repairs and restoration in a single payment or in a series of progress payments as the work is completed. If the insurance or condemnation proceeds are not sufficient to repair or restore the Property, Borrower is not relieved of Borrower's obligation for the completion of such repair or restoration.

Lender or its agent may make reasonable entries upon and inspections of the Property. If it has reasonable cause, Lender may inspect the interior of the improvements on the Property. Lender shall give Borrower notice at the time of or prior to such an interior inspection specifying such reasonable cause.

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

**9. Protection of Lender's Interest in the Property and Rights Under this Security Instrument.** If (a) Borrower fails to perform the covenants and agreements contained in this Security Instrument, (b) there is a legal proceeding that might significantly affect Lender's interest in the Property and/or rights under this Security Instrument (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture, for enforcement of a lien which may attain priority over this Security Instrument or to enforce laws or regulations), or (c) Borrower has abandoned the Property, then Lender may do and pay for whatever is reasonable or appropriate to protect Lender's interest in the Property and rights under this Security Instrument, including protecting and/or assessing the value of the Property, and securing and/or repairing the Property. Lender's actions can include, but are not limited to: (a) paying any sums secured by a lien which has priority over this Security Instrument; (b) appearing in court; and (c) paying reasonable attorneys' fees to protect its interest in the Property and/or rights under this Security Instrument, including its secured position in a bankruptcy proceeding. Securing the Property includes, but is not limited to, entering the Property to make repairs, change locks, replace or board up doors and windows, drain water from pipes, eliminate building or other code violations or dangerous conditions, and have utilities turned on or off. Although Lender may take action under this Section 9, Lender does not have to do so and is not under any duty or obligation to do so. It is agreed that Lender incurs no liability for not taking any or all actions authorized under this Section 9.

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

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

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

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

Mortgage insurers evaluate their total risk on all such insurance in force from time to time, and may enter into agreements with other parties that share or modify their risk, or reduce losses. These agreements are on terms and conditions that are satisfactory to the mortgage insurer and the other party (or parties) to these agreements. These agreements may require the mortgage insurer to make payments using any source of funds that the mortgage insurer may have available (which may include funds obtained from Mortgage Insurance premiums).

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

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

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

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

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

by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower. Such Miscellaneous Proceeds shall be applied in the order provided for in Section 2.

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

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

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

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

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

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

**12. Borrower Not Released; Forbearance By Lender Not a Waiver.** Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to Borrower or any Successor in Interest of Borrower shall not operate to release the liability of Borrower or any Successors in Interest of Borrower. Lender shall not be required to commence proceedings against any Successor in Interest of Borrower or to refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or any Successors in Interest of Borrower. Any forbearance by Lender in exercising any right or remedy including, without limitation, Lender's acceptance of payments from third persons, entities or Successors in Interest of Borrower or in amounts less than the amount then due, shall not be a waiver of or preclude the exercise of any right or remedy.

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

Subject to the provisions of Section 18, any Successor in Interest of Borrower who assumes Borrower's obligations under this Security Instrument in writing, and is approved by Lender, shall obtain all of Borrower's rights and benefits under this Security Instrument. Borrower shall not be released from Borrower's obligations and liability under this Security Instrument unless Lender agrees to such release in writing. The covenants and agreements of this Security Instrument shall bind (except as provided in Section 20) and benefit the successors and assigns of Lender.

**14. Loan Charges.** Lender may charge Borrower fees for services performed in connection with Borrower's default, for the purpose of protecting Lender's interest in the Property and rights under this Security Instrument, including, but not limited to, attorneys' fees, property inspection and valuation fees. In regard to any other fees, the absence of express authority in this



Security Instrument to charge a specific fee to Borrower shall not be construed as a prohibition on the charging of such fee. Lender may not charge fees that are expressly prohibited by this Security Instrument or by Applicable Law.

If the Loan is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the Loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge (whether or not a prepayment charge is provided for under the Note). Borrower's acceptance of any such refund made by direct payment to Borrower will constitute a waiver of any right of action Borrower might have arising out of such overcharge.

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

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

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

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

**18. Transfer of the Property or a Beneficial Interest in Borrower.** As used in this Section 18, "Interest in the Property" means any legal or beneficial interest in the Property, including, but not limited to, those beneficial interests transferred in a bond for deed, contract for deed, installment sales contract or escrow agreement, the intent of which is the transfer of title by Borrower at a future date to a purchaser.

If all or any part of the Property or any Interest in the Property is sold or transferred (or if Borrower is not a natural person and a beneficial interest in Borrower is sold or transferred) without Lender's prior written consent, Lender may require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if such exercise is prohibited by Applicable Law.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is given in accordance with Section 15 within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

**19. Borrower's Right to Reinstate After Acceleration.** If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earliest of: (a) five days before sale of the Property pursuant to any power of sale contained in this Security Instrument; (b) such other period as Applicable Law might specify for the termination of Borrower's right to reinstate; or (c) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note as if no acceleration had occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees, property inspection

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and valuation fees, and other fees incurred for the purpose of protecting Lender's interest in the Property and rights under this Security Instrument; and (d) takes such action as Lender may reasonably require to assure that Lender's interest in the Property and rights under this Security Instrument, and Borrower's obligation to pay the sums secured by this Security Instrument, shall continue unchanged. Lender may require that Borrower pay such reinstatement sums and expenses in one or more of the following forms, as selected by Lender: (a) cash; (b) money order; (c) certified check, bank check, treasurer's check or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a federal agency, instrumentality or entity; or (d) Electronic Funds Transfer. Upon reinstatement by Borrower, this Security Instrument and obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under Section 18.

**20. Sale of Note; Change of Loan Servicer; Notice of Grievance.** The Note or a partial interest in the Note (together with this Security Instrument) can be sold one or more times without prior notice to Borrower. A sale might result in a change in the entity (known as the "Loan Servicer") that collects Periodic Payments due under the Note and this Security Instrument and performs other mortgage loan servicing obligations under the Note, this Security Instrument, and Applicable Law. There also might be one or more changes of the Loan Servicer unrelated to a sale of the Note. If there is a change of the Loan Servicer, Borrower will be given written notice of the change which will state the name and address of the new Loan Servicer, the address to which payments should be made and any other information RESPA requires in connection with a notice of transfer of servicing. If the Note is sold and thereafter the Loan is serviced by a Loan Servicer other than the purchaser of the Note, the mortgage loan servicing obligations to Borrower will remain with the Loan Servicer or be transferred to a successor Loan Servicer and are not assumed by the Note purchaser unless otherwise provided by the Note purchaser.

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

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

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

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

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

**22. Acceleration; Remedies.** Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under Section 18 unless Applicable Law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument, foreclosure by judicial proceeding and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the non-existence of a default or any other defense of Borrower to acceleration and foreclosure. If the default is not cured on or before the date specified in the notice, Lender at its option may require immediate payment in full of all sums secured by this Security Instrument without further demand and may foreclose this Security Instrument by judicial proceeding. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this Section 22, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

**23. Release.** Upon payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument. Borrower shall pay any recordation costs. Lender may charge Borrower a fee for releasing this Security Instrument, but only if the fee is paid to a third party for services rendered and the charging of the fee is permitted under Applicable Law.

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

**25. Jury Trial Waiver.** The Borrower hereby waives any right to a trial by jury in any action, proceeding, claim, or counterclaim, whether in contract or tort, at law or in equity, arising out of or in any way related to this Security Instrument or the Note.

FLORIDA—Single Family—Fannie Mae/Freddie Mac UNIFORM INSTRUMENT

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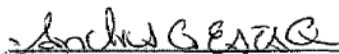
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(Page 11 of 13)  
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BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in pages 1 through 13 of this Security Instrument and in any Rider executed by Borrower and recorded with it.

  
\_\_\_\_\_  
(Seal)  
-Borrower  
**ANDRES GERARDO ESIS QUINONES**  
**CALLE 80 CON AVE 9 Y 9B RES. LAS LUBIAS**  
**MARACAIBO, VENEZUELA , N/A**

\_\_\_\_\_  
(Seal)  
-Borrower

\_\_\_\_\_  
(Seal)  
-Borrower

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-Borrower

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-Borrower

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(Seal)  
-Borrower

**FLORIDA—Single Family—Fannie Mac/Freddie Mac UNIFORM INSTRUMENT**

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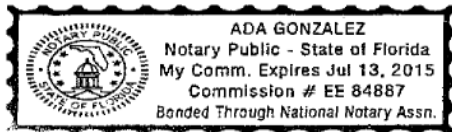
State of Florida  
County of **Miami-Dade**

The foregoing instrument was acknowledged before me this **17th** day of **July 2014** by  
**ANDRES GERARDO ESIS QUINONES**

who is personally known to me or who has produced

*Passport*

as identification.



Notary Public

**Originator Names and National Mortgage Licensing System and Registry IDs:**

Organization: **FirstBank Puerto Rico d/b/a FirstBank Florida**

NMLSR ID: **540676**

Individual: **Anyela Hernandez**

NMLSR ID: **320237**

**FLORIDA—Single Family—Fannie Mac/Freddie Mac UNIFORM INSTRUMENT**

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**ADJUSTABLE RATE RIDER**  
(Three-Year Treasury Index—Rate Caps—Fixed Rate Conversion Option)

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THIS ADJUSTABLE RATE RIDER is made this **17th** day of **July 2014**, and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust, or Security Deed (the "Security Instrument") of the same date given by the undersigned ("Borrower") to secure Borrower's Adjustable Rate Note (the "Note") to **FirstBank Puerto Rico d/b/a FirstBank Florida, Commercial Bank** ("Lender") of the same date and covering the property described in the Security Instrument and located at:

**11278 NW 88TH TERRACE  
Doral, FL 33178**

[Property Address]

**THE NOTE CONTAINS PROVISIONS ALLOWING FOR CHANGES IN THE INTEREST RATE AND THE MONTHLY PAYMENT. THE NOTE LIMITS THE AMOUNT BORROWER'S ADJUSTABLE INTEREST RATE CAN CHANGE AT ANY ONE TIME AND THE MAXIMUM RATE BORROWER MUST PAY. THE NOTE ALSO CONTAINS THE OPTION TO CONVERT THE ADJUSTABLE RATE TO A FIXED RATE.**

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

**A. ADJUSTABLE RATE AND MONTHLY PAYMENT CHANGES**

The Note provides for an initial interest rate of **5.0000%**. The Note provides for changes in the adjustable interest rate and the monthly payments, as follows:

**4. INTEREST RATE AND MONTHLY PAYMENT CHANGES**

**(A) Change Dates**

The interest rate I will pay may change on the first day of **August 2019**, and on that day every 12 months thereafter. Each date on which my interest rate could change is called a "Change Date."

**(B) The Index**

Beginning with the first Change Date, my interest rate will be based on an Index. The "Index" is the weekly average yield on United States Treasury securities adjusted to a constant maturity of three years, as made available by the Federal Reserve Board. The most recent Index figure available as of the date 45 days before each Change Date is called the "Current Index."

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

**MULTISTATE ADJUSTABLE RATE RIDER—ARM PLAN 650—Single Family**

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**(C) Calculation of Changes**

Before each Change Date, the Note Holder will calculate my new interest rate by adding **Three** percentage points ( **3.0000%**) to the Current Index. The Note Holder will then round the result of this addition to the nearest one-eighth of one percentage point (0.125%). Subject to the limits stated in Section 4(D) below, this rounded amount will be my new interest rate until the next Change Date.

The Note Holder will then determine the amount of the monthly payment that would be sufficient to repay the unpaid principal that I am expected to owe at the Change Date in full on the Maturity Date at my new interest rate in substantially equal payments. The result of this calculation will be the new amount of my monthly payment.

**(D) Limits on Interest Rate Changes**

The interest rate I am required to pay at the first Change Date will not be greater than **7.0000%** or less than **3.0000%**. Thereafter, my interest rate will never be increased or decreased on any single Change Date by more than two percentage points from the rate of interest I have been paying for the preceding 12 months. My interest will never be greater than **9.0000%**, which is called the "Maximum Rate."

**(E) Effective Date of Changes**

My new interest rate will become effective on each Change Date. I will pay the amount of my new monthly payment beginning on the first monthly payment date after the Change Date until the amount of my monthly payment changes again.

**(F) Notice of Changes**

The Note Holder will deliver or mail to me a notice of any changes in my adjustable interest rate and the amount of my monthly payment before the effective date of any change. The notice will include information required by law to be given to me and also the title and telephone number of a person who will answer any question I may have regarding the notice.

**B. FIXED INTEREST RATE OPTION**

The Note provides for the Borrower's option to convert from an adjustable interest rate with interest rate limits to a fixed interest rate, as follows:

**5. FIXED INTEREST RATE OPTION**

**(A) Option to Convert to Fixed Rate**

I have a Conversion Option that I can exercise unless I am in default or this Section 5(A) will not permit me to do so. The "Conversion Option" is my option to convert the interest rate I am required to pay by this Note from an adjustable rate with interest rate limits to the fixed rate calculated under Section 5(B) below.

The conversion can only take place on the first or second Change Date. Each Change Date on which my interest rate can convert from an adjustable rate to a fixed rate is called the "Conversion Date." **I can convert my interest rate only on one of these two Conversion Dates.**

If I want to exercise the Conversion Option, I must first meet certain conditions. Those conditions are that: (i) I must give the Note Holder notice that I want to do so; (ii) on the Conversion Date, I must not be in default under the Note or the Security Instrument; (iii) by a date specified by the Note Holder, I must pay the Note Holder a conversion fee of U.S. \$ ; and (iv) I must sign and give the Note Holder any documents the Note Holder requires to effect the conversion.

**MULTISTATE ADJUSTABLE RATE RIDER—ARM PLAN 650—Single Family**

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**(B) Calculation of Fixed Rate**

My new, fixed interest rate will be equal to Fannie Mae's required net yield as of a date and time of day specified by the Note Holder for: (i) if the original term of this Note is greater than 15 years, 30-year fixed rate mortgages covered by applicable 60-day mandatory delivery commitments, plus five-eighths of one percentage point (0.625%), rounded to the nearest one-eighth of one percentage point (0.125%); or (ii) if the original term of this Note is 15 years or less, 15-year fixed rate mortgages covered by applicable 60-day mandatory delivery commitments, plus five-eighths of one percentage point (0.625%), rounded to the nearest one-eighth of one percentage point (0.125%). If this required net yield cannot be determined because the applicable commitments are not available, the Note Holder will determine my interest rate by using comparable information. My new rate calculated under this Section 5(B) will not be greater than the Maximum Rate stated in Section 4(D) above.

**(C) New Payment Amount and Effective Date**

If I choose to exercise the Conversion Option, the Note Holder will determine the amount of the monthly payment that would be sufficient to repay the unpaid principal I am expected to owe on the Conversion Date in full on the Maturity Date at my new fixed interest rate in substantially equal payments. The result of this calculation will be the new amount of my monthly payment. Beginning with my first monthly payment after the Conversion Date, I will pay the new amount as my monthly payment until the Maturity Date.

**C. TRANSFER OF THE PROPERTY OR A BENEFICIAL INTEREST IN BORROWER**

1. Until Borrower exercises the Conversion Option under the conditions stated in Section B of this Adjustable Rate Rider, Uniform Covenant 18 of the Security Instrument is amended to read as follows:

**Transfer of the Property or a Beneficial Interest in Borrower.** As used in this Section 18, "Interest in the Property" means any legal or beneficial interest in the Property, including, but not limited to, those beneficial interests transferred in a bond for deed, contract for deed, installment sales contract or escrow agreement, the intent of which is the transfer of title by Borrower at a future date to a purchaser.

If all or any part of the Property or any Interest in the Property is sold or transferred (or if Borrower is not a natural person and a beneficial interest in Borrower is sold or transferred) without Lender's prior written consent, Lender may require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if such exercise is prohibited by Applicable Law. Lender also shall not exercise this option if: (a) Borrower causes to be submitted to Lender information required by Lender to evaluate the intended transferee as if a new loan were being made to the transferee; and (b) Lender reasonably determines that Lender's security will not be impaired by the loan assumption and that the risk of a breach of any covenant or agreement in this Security Instrument is acceptable to Lender.

To the extent permitted by Applicable Law, Lender may charge a reasonable fee as a condition to Lender's consent to the loan assumption. Lender also may require the transferee to sign an assumption agreement that is acceptable to Lender and that obligates the transferee to keep all the promises and agreements made in the Note and in this Security Instrument. Borrower will continue to be obligated under the Note and this Security Instrument unless Lender releases Borrower in writing.

**MULTISTATE ADJUSTABLE RATE RIDER—ARM PLAN 650—Single Family**

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If Lender exercises the option to require immediate payment in full, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is given in accordance with Section 15 within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

2. If Borrower exercises the Conversion Option under the conditions stated in Section B of this Adjustable Rate Rider, the amendment to Uniform Covenant 18 of the Security Instrument contained in Section C1 above shall then cease to be in effect, and the provisions of Uniform Covenant 18 of the Security Instrument shall instead read as follows:

**Transfer of the Property or a Beneficial Interest in Borrower.** As used in this Section 18, "Interest in the Property" means any legal or beneficial interest in the Property, including, but not limited to, those beneficial interests transferred in a bond for deed, contract for deed, installment sales contract or escrow agreement, the intent of which is the transfer of title by Borrower at a future date to a purchaser.

If all or any part of the Property or any Interest in the Property is sold or transferred (or if Borrower is not a natural person and a beneficial interest in Borrower is sold or transferred) without Lender's prior written consent, Lender may require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if such exercise is prohibited by Applicable Law.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is given in accordance with Section 15 within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

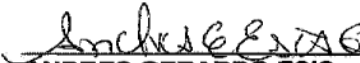
**MULTISTATE ADJUSTABLE RATE RIDER—ARM PLAN 650—Single Family**

ITEM 130410L4  
(C4115L) (092812)

GreatDocs®  
(Page 4 of 5)



BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in pages 1 through 5 of this Adjustable Rate Rider.

 (Seal) (Seal)  
ANDRES GERARDO ESIS -Borrower -Borrower  
QUINONES

(Seal) (Seal)  
-Borrower -Borrower

(Seal) (Seal)  
-Borrower -Borrower

**MULTISTATE ADJUSTABLE RATE RIDER—ARM PLAN 650—Single Family**

ITEM 130410L5  
(092812)

**GreatDocs®**  
(Page 5 of 5)



## **PLANNED UNIT DEVELOPMENT RIDER**

THIS PLANNED UNIT DEVELOPMENT RIDER is made this **17th** day of **July 2014**, and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust, or Security Deed (the "Security Instrument") of the same date, given by the undersigned (the "Borrower") to secure Borrower's Note to **FirstBank Puerto Rico d/b/a FirstBank Florida, Commercial Bank**

(the "Lender") of the same date and covering the Property described in the Security Instrument and located at:  
**11278 NW 88TH TERRACE  
Doral, FL 33178**

[Property Address]

The Property includes, but is not limited to, a parcel of land improved with a dwelling, together with other such parcels and certain common areas and facilities, as described in

(the "Declaration"). The Property is a part of a planned unit development known as  
**VILLA BELLA/MONACO**

[Name of Planned Unit Development]

(the "PUD"). The Property also includes Borrower's interest in the homeowners association or equivalent entity owning or managing the common areas and facilities of the PUD (the "Owners Association") and the uses, benefits and proceeds of Borrower's interest.

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

**A. PUD Obligations.** Borrower shall perform all of Borrower's obligations under the PUD's Constituent Documents. The "Constituent Documents" are the (i) Declaration; (ii) articles of incorporation, trust instrument or any equivalent document which creates the Owners Association; and (iii) any by-laws or other rules or regulations of the Owners Association. Borrower shall promptly pay, when due, all dues and assessments imposed pursuant to the Constituent Documents.

**B. Property Insurance.** So long as the Owners Association maintains, with a generally accepted insurance carrier, a "master" or "blanket" policy insuring the Property which is satisfactory to Lender and which provides insurance coverage in the amounts (including deductible levels), for the periods, and against loss by fire, hazards included within the term "extended coverage," and any other hazards, including, but not limited to, earthquakes and floods, for which Lender requires insurance, then: (i) Lender waives the provision in Section 3 for the Periodic Payment to Lender of the yearly premium installments for property insurance on the Property; and (ii) Borrower's obligation under Section 5 to maintain property insurance coverage on the Property is deemed satisfied to the extent that the required coverage is provided by the Owners Association policy.

**MULTISTATE PUD RIDER—Single Family—Fannie Mae/Freddie Mac UNIFORM INSTRUMENT  
Form 3150 1/01**

**MULTISTATE  
ITEM 1622L 1  
(042009)**

**GreatDocs®  
(Page 1 of 3)  
140280R**

What Lender requires as a condition of this waiver can change during the term of the loan.

Borrower shall give Lender prompt notice of any lapse in required property insurance coverage provided by the master or blanket policy.

In the event of a distribution of property insurance proceeds in lieu of restoration or repair following a loss to the Property, or to common areas and facilities of the PUD, any proceeds payable to Borrower are hereby assigned and shall be paid to Lender. Lender shall apply the proceeds to the sums secured by the Security Instrument, whether or not then due, with the excess, if any, paid to Borrower.

**C. Public Liability Insurance.** Borrower shall take such actions as may be reasonable to ensure that the Owners Association maintains a public liability insurance policy acceptable in form, amount, and extent of coverage to Lender.

**D. Condemnation.** The proceeds of any award or claim for damages, direct or consequential, payable to Borrower in connection with any condemnation or other taking of all or any part of the Property or the common areas and facilities of the PUD, or for any conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender. Such proceeds shall be applied by Lender to the sums secured by the Security Instrument as provided in Section 11.

**E. Lender's Prior Consent.** Borrower shall not, except after notice to Lender and with Lender's prior written consent, either partition or subdivide the Property or consent to: (i) the abandonment or termination of the PUD, except for abandonment or termination required by law in the case of substantial destruction by fire or other casualty or in the case of a taking by condemnation or eminent domain; (ii) any amendment to any provision of the "Constituent Documents" if the provision is for the express benefit of Lender; (iii) termination of professional management and assumption of self-management of the Owners Association; or (iv) any action which would have the effect of rendering the public liability insurance coverage maintained by the Owners Association unacceptable to Lender.

**F. Remedies.** If Borrower does not pay PUD dues and assessments when due, then Lender may pay them. Any amounts disbursed by Lender under this paragraph F shall become additional debt of Borrower secured by the Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.


MULTISTATE PUD RIDER—Single Family—Fannie Mae/Freddie Mac UNIFORM INSTRUMENT  
Form 3150 1/01

MULTISTATE  
ITEM 1622L2  
(042009)

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(Page 2 of 3)  
140280R



BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in pages 1 through 3 of this PUD Rider.

 (Seal) \_\_\_\_\_ (Seal)  
ANDRES GERARDO ESIS -Borrower -Borrower  
QUINONES

\_\_\_\_ (Seal) \_\_\_\_\_ (Seal)  
-Borrower -Borrower

\_\_\_\_ (Seal) \_\_\_\_\_ (Seal)  
-Borrower -Borrower

**MULTISTATE PUD RIDER—Single Family—Fannie Mae/Freddie Mac UNIFORM INSTRUMENT  
Form 3150 1/01**

**MULTISTATE  
ITEM 1622L3  
(042009)**

**GreatDocs®  
(Page 3 of 3)  
140280R**





## SECOND HOME RIDER

THIS SECOND HOME RIDER is made this **17th** day of **July 2014**, and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust, or Security Deed (the "Security Instrument") of the same date given by the undersigned (the "Borrower," whether there are one or more persons undersigned) to secure Borrower's Note to **FirstBank Puerto Rico d/b/a FirstBank Florida, Commercial Bank** (the "Lender") of the same date and covering the Property described in the Security Instrument (the "Property"), which is located at:

**11278 NW 88TH TERRACE  
Doral, FL 33178**

[Property Address]

In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree that Sections 6 and 8 of the Security Instrument are deleted and are replaced by the following:

**6. Occupancy.** Borrower shall occupy, and shall only use, the Property as Borrower's second home. Borrower shall keep the Property available for Borrower's exclusive use and enjoyment at all times, and shall not subject the Property to any timesharing or other shared ownership arrangement or to any rental pool or agreement that requires Borrower either to rent the Property or give a management firm or any other person any control over the occupancy or use of the Property.

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

**MULTISTATE SECOND HOME RIDER—Single Family—  
Fannie Mae/Freddie Mac UNIFORM INSTRUMENT**

**Form 3890 1/01**

**MULTISTATE  
ITEM 7099L1  
(042209)**

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(Page 1 of 2)  
140280R**



BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in pages 1 and 2 of this Second Home Rider.

 (Seal)  
ANDRES GERARDO ESIS -Borrower  
QUINONES

\_\_\_\_ (Seal)  
-Borrower

\_\_\_\_ (Seal)  
-Borrower

\_\_\_\_ (Seal)  
-Borrower

\_\_\_\_ (Seal)  
-Borrower

\_\_\_\_ (Seal)  
-Borrower

**MULTISTATE SECOND HOME RIDER—Single Family—  
Fannie Mae/Freddie Mac UNIFORM INSTRUMENT**

**Form 3890 1/01**

**MULTISTATE  
ITEM 7099L2  
(042209)**

**GreatDocs®  
(Page 2 of 2)  
140280R**



## **1-4 FAMILY RIDER**

(Assignment of Rents)

THIS 1-4 FAMILY RIDER is made this **17th** day of **July 2014**, and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust, or Security Deed (the "Security Instrument") of the same date given by the undersigned (the "Borrower") to secure Borrower's Note to **FirstBank Puerto Rico d/b/a FirstBank Florida, Commercial Bank**

(the "Lender") of the same date and covering the Property described in the Security Instrument and located at:

**11278 NW 88TH TERRACE**

**Doral, FL 33178**

[Property Address]

**1-4 FAMILY COVENANTS.** In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree as follows:

**A. ADDITIONAL PROPERTY SUBJECT TO THE SECURITY INSTRUMENT.** In addition to the Property described in Security Instrument, the following items now or hereafter attached to the Property to the extent they are fixtures are added to the Property description, and shall also constitute the Property covered by the Security Instrument: building materials, appliances and goods of every nature whatsoever now or hereafter located in, on, or used, or intended to be used in connection with the Property, including, but not limited to, those for the purposes of supplying or distributing heating, cooling, electricity, gas, water, air and light, fire prevention and extinguishing apparatus, security and access control apparatus, plumbing, bath tubs, water heaters, water closets, sinks, ranges, stoves, refrigerators, dishwashers, disposals, washers, dryers, awnings, storm windows, storm doors, screens, blinds, shades, curtains and curtain rods, attached mirrors, cabinets, paneling and attached floor coverings, all of which, including replacements and additions thereto, shall be deemed to be and remain a part of the Property covered by the Security Instrument. All of the foregoing together with the Property described in the Security Instrument (or the leasehold estate if the Security Instrument is on a leasehold) are referred to in this 1-4 Family Rider and the Security Instrument as the "Property."

**B. USE OF PROPERTY; COMPLIANCE WITH LAW.** Borrower shall not seek, agree to or make a change in the use of the Property or its zoning classification, unless Lender has agreed in writing to the change. Borrower shall comply with all laws, ordinances, regulations and requirements of any governmental body applicable to the Property.

**C. SUBORDINATE LIENS.** Except as permitted by federal law, Borrower shall not allow any lien inferior to the Security Instrument to be perfected against the Property without Lender's prior written permission.

**D. RENT LOSS INSURANCE.** Borrower shall maintain insurance against rent loss in addition to the other hazards for which insurance is required by Section 5.

**E. "BORROWER'S RIGHT TO REINSTATE" DELETED.** Section 19 is deleted.

**F. BORROWER'S OCCUPANCY.** Unless Lender and Borrower otherwise agree in writing, Section 6 concerning Borrower's occupancy of the Property is deleted.

**MULTISTATE 1-4 FAMILY RIDER—Fannie Mac/Freddie Mac UNIFORM INSTRUMENT**

**Form 3170 1/01**

**MULTISTATE**  
**ITEM 1790L.1**  
**(042009)**

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**(Page 1 of 3)**  
**140280R**

**G. ASSIGNMENT OF LEASES.** Upon Lender's request after default, Borrower shall assign to Lender all leases of the Property and all security deposits made in connection with leases of the Property. Upon the assignment, Lender shall have the right to modify, extend or terminate the existing leases and to execute new leases, in Lender's sole discretion. As used in this paragraph G, the word "lease" shall mean "sublease" if the Security Instrument is on a leasehold.

**H. ASSIGNMENT OF RENTS; APPOINTMENT OF RECEIVER; LENDER IN POSSESSION.** Borrower absolutely and unconditionally assigns and transfers to Lender all the rents and revenues ("Rents") of the Property, regardless of to whom the Rents of the Property are payable. Borrower authorizes Lender or Lender's agents to collect the Rents, and agrees that each tenant of the Property shall pay the Rents to Lender or Lender's agents. However, Borrower shall receive the Rents until: (i) Lender has given Borrower notice of default pursuant to Section 22 of the Security Instrument, and (ii) Lender has given notice to the tenant(s) that the Rents are to be paid to Lender or Lender's agent. This assignment of Rents constitutes an absolute assignment and not an assignment for additional security only.

If Lender gives notice of default to Borrower: (i) all Rents received by Borrower shall be held by Borrower as trustee for the benefit of Lender only, to be applied to the sums secured by the Security Instrument; (ii) Lender shall be entitled to collect and receive all of the Rents of the Property; (iii) Borrower agrees that each tenant of the Property shall pay all Rents due and unpaid to Lender or Lender's agents upon Lender's written demand to the tenant; (iv) unless applicable law provides otherwise, all Rents collected by Lender or Lender's agents shall be applied first to the costs of taking control of and managing the Property and collecting the Rents, including, but not limited to, attorney's fees, receiver's fees, premiums on receiver's bonds, repair and maintenance costs, insurance premiums, taxes, assessments and other charges on the Property, and then to the sums secured by the Security Instrument; (v) Lender, Lender's agents or any judicially appointed receiver shall be liable to account for only those Rents actually received; and (vi) Lender shall be entitled to have a receiver appointed to take possession of and manage the Property and collect the Rents and profits derived from the Property without any showing as to the inadequacy of the Property as security.

If the Rents of the Property are not sufficient to cover the costs of taking control of and managing the Property and of collecting the Rents any funds expended by Lender for such purposes shall become indebtedness of Borrower to Lender secured by the Security Instrument pursuant to Section 9.

Borrower represents and warrants that Borrower has not executed any prior assignment of the Rents and has not performed, and will not perform, any act that would prevent Lender from exercising its rights under this paragraph.

Lender, or Lender's agents or a judicially appointed receiver, shall not be required to enter upon, take control of or maintain the Property before or after giving notice of default to Borrower. However, Lender, or Lender's agents or a judicially appointed receiver, may do so at any time when a default occurs. Any application of Rents shall not cure or waive any default or invalidate any other right or remedy of Lender. This assignment of Rents of the Property shall terminate when all the sums secured by the Security Instrument are paid in full.

**I. CROSS-DEFAULT PROVISION.** Borrower's default or breach under any note or agreement in which Lender has an interest shall be a breach under the Security Instrument and Lender may invoke any of the remedies permitted by the Security Instrument.

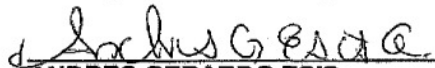
**MULTISTATE 1-4 FAMILY RIDER—Fannie Mae/Freddie Mac UNIFORM INSTRUMENT**

**Form 3170 1/01**

**MULTISTATE**  
**ITEM 1790L2**  
**(042009)**

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**(Page 2 of 3)**  
**140280R**

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in pages 1 through 3 of this 1-4 Family Rider.

 (Seal) \_\_\_\_\_ (Seal)  
ANDRES GERARDO ESIS -Borrower -Borrower  
QUINONES

\_\_\_\_\_ (Seal) \_\_\_\_\_ (Seal)  
-Borrower -Borrower

\_\_\_\_\_ (Seal) \_\_\_\_\_ (Seal)  
-Borrower -Borrower

**MULTISTATE 1-4 FAMILY RIDER—Fannie Mae/Freddie Mac UNIFORM INSTRUMENT**

**Form 3170 1/01**

**MULTISTATE**  
**ITEM 1790L3**  
**(042009)**

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**(Page 3 of 3)**  
**140280R**





# Exhibit “C”

This Instrument Prepared  
under the supervision of:

Mark Loterstein, Esquire  
North American Title Company  
760 N. W. 107 Avenue, Suite 214  
Miami, FL 33172

Return to (via enclosed envelope)  
North American Title

700 NW 107 Ave Suite 100

Miami FL 33172

Property Appraiser's Folio No.:  
35-3007-001-0183

### SPECIAL WARRANTY DEED

THIS SPECIAL WARRANTY DEED (this "Deed") is made as of the ~~28th~~ <sup>8th</sup> day of ~~April~~ <sup>May</sup>, 2014 by and between LENNAR HOMES, LLC, a Florida limited liability company ("Grantor") having a mailing address of 730 NW 107th Avenue, Suite 300, Miami, FL 33172 and Andres Gerardo Esis Quinones ,a single man ("Grantee") whose mailing address is 11278 N.W 88 Terrace, Doral FL 33178 .

### WITNESSETH:

THAT Grantor, for and in consideration of the sum of Ten and No/100 Dollars (\$10.00), and other good and valuable consideration, the receipt of which is hereby acknowledged, by these presents does grant, bargain and sell unto Grantee, and Grantee's heirs, successors and assigns forever, all the right, title, interest, claim and demand that Grantor has in and to the following described real property (the "Property") located and situated in the County of Miami-Dade, State of Florida, to wit:

Lot 8, in Block 3, of VILLA BELLO, according to the Plat thereof, as recorded in Plat Book 170, Page 9, of the Public Records of Miami-Dade County, Florida.

The Property is conveyed subject to the following:

- A. Conditions, restrictions, limitations, reservations, easements and other agreements of record affecting the Property, if any; but this provision shall not operate to reimpose the same.
- B. Any community development, educational facilities benefit, recreation, water control, water conservation, watershed improvement or special taxing districts affecting the Property including, without limitation, the obligation to pay maintenance assessments, capital assessments and/or taxes in connection therewith, if any.
- C. Applicable zoning, land use and subdivision ordinances, restrictions and/or agreements.
- D. Real estate, ad valorem and non ad valorem taxes and/or assessments, for this and subsequent years not yet due and payable.
- E. Validly existing rights of adjoining owners in any walls and fences situated on a common boundary, if any.
- F. Minor encroachments on easements that do not substantially interfere with an easement holder's interest in the Property.
- G. All provisions of the Declaration for Monaco governing the community at large in which the Property is located recorded in Official Records Book 29123, Page 2295 (the "Declaration"), which may include, without limitation, restrictions, covenants, conditions, easements, lien rights, obligations to pay assessments and architectural restrictions, as amended

and modified from time to time, which is recorded in the Public Records of Miami-Dade County, Florida and is incorporated by reference in its entirety into this Deed.

H. All covenants, conditions and restrictions contained in this Deed are equitable servitudes, perpetual and run with the land including, without limitation, Sections I, J, K and L.

I. The requirements of Chapter 558 of the Florida Statutes (2013) as it may be renumbered and/or amended from time to time.

J. Grantor and Grantee specifically agree that this transaction involves interstate commerce and that any Dispute (as hereinafter defined) shall first be submitted to mediation and, if not settled during mediation, shall thereafter be submitted to binding arbitration as provided by the Federal Arbitration Act (9 U.S.C. §§1 et seq.) and not by or in a court of law or equity. **"Disputes"** (whether contract, warranty, tort, statutory or otherwise) shall include, but are not limited to, any and all controversies, disputes or claims (1) arising under, or related to, this Deed, the underlying purchase agreement for the sale and conveyance of the Property, the Property, the community in which the Property is located, or any dealings between Grantee and Grantor; (2) arising by virtue of any representations, promises or warranties alleged to have been made by Grantor or Grantor's representative; (3) relating to personal injury or property damage alleged to have been sustained by Grantee, Grantee's children or other occupants of the Property, or in the community in which the Property is located; or (4) issues of formation, validity or enforceability of this Section. Grantee has accepted this Deed on behalf of his or her children and other occupants of the Property with the intent that all such parties be bound hereby. Any Dispute shall be submitted for binding arbitration within a reasonable time after such Dispute has arisen. Nothing herein shall extend the time period by which a claim or cause of action may be asserted under the applicable statute of limitations or statute of repose, and in no event shall the dispute be submitted for arbitration after the date when institution of a legal or equitable proceeding based on the underlying claims in such Dispute would be barred by the applicable statute of limitations or statute of repose.

(1) Any and all mediations commenced by Grantor or Grantee shall be filed with and administered by the American Arbitration Association or any successor thereto ("**AAA**") in accordance with the AAA's Home Construction Mediation Procedures in effect on the date of the request. If there are no Home Construction Mediation Procedures currently in effect, then the AAA's Construction Industry Mediation Rules in effect on the date of such request shall be utilized. Any party who will be relying upon an expert report or repair estimate at the mediation shall provide the mediator and the other parties with a copy of the reports. If one or more issues directly or indirectly relate to alleged deficiencies in design, materials or construction, all parties and their experts shall be allowed to inspect, document (by photograph, videotape or otherwise) and test the alleged deficiencies prior to mediation. Unless mutually waived in writing by the Grantor and Grantee, submission to mediation is a condition precedent to either party taking further action with regard to any matter covered hereunder.

(2) If the Dispute is not fully resolved by mediation, the Dispute shall be submitted to binding arbitration and administered by the AAA in accordance with the AAA's Home Construction Arbitration Rules in effect on the date of the request. If there are no Home Construction Arbitration Rules currently in effect, then the AAA's Construction Industry Arbitration Rules in effect on the date of such request shall be utilized. Any judgment upon the award rendered by the arbitrator may be entered in and enforced by any court having jurisdiction over such Dispute. If the claimed amount exceeds \$250,000.00 or includes a demand for punitive damages, the Dispute shall be heard and determined by three arbitrators; however, if mutually agreed to by the parties, then the Dispute shall be heard and determined by one arbitrator. Arbitrators shall have expertise in the area(s) of Dispute, which may include legal expertise if legal issues are involved. All decisions respecting the arbitrability of any Dispute shall be decided by the arbitrator(s). At the request of any party, the award of the arbitrator(s) shall be accompanied by detailed written findings of fact and conclusions of law. Except as may be required by law or for confirmation of an award, neither a party nor an arbitrator may disclose the existence, content, or results of any arbitration hereunder without the prior written consent of both Grantor and Grantee.

(3) The waiver or invalidity of any portion of this Section J shall not affect the validity or enforceability of the remaining portions of Section J of the Deed. Grantee and Grantor further agree (1) that any Dispute involving Grantor's affiliates, directors, officers, employees and agents shall also be subject to mediation and arbitration as set forth herein, and



shall not be pursued in a court of law or equity; (2) that Grantor may, at its sole election, include Grantor's contractors, subcontractors and suppliers, as well as any warranty company and insurer as parties in the mediation and arbitration; and (3) that the mediation and arbitration will be limited to the parties specified herein.

(4) To the fullest extent permitted by applicable law, Grantor and Grantee agree that no finding or stipulation of fact, no conclusion of law, and no arbitration award in any other arbitration, judicial, or similar proceeding shall be given preclusive or collateral estoppel effect in any arbitration hereunder unless there is mutuality of parties. In addition, Grantor and Grantee further agree that no finding or stipulation of fact, no conclusion of law, and no arbitration award in any arbitration hereunder shall be given preclusive or collateral estoppel effect in any other arbitration, judicial, or similar proceeding unless there is mutuality of parties.

(5) Unless otherwise recoverable by law or statute, each party shall bear its own costs and expenses, including attorneys' fees and paraprofessional fees, for any mediation and arbitration. Notwithstanding the foregoing, if a party unsuccessfully contests the validity or scope of arbitration in a court of law or equity, the noncontesting party shall be awarded reasonable attorneys' fees, paraprofessional fees and expenses incurred in defending such contest, including such fees and costs associated with any appellate proceedings. In addition, if a party fails to abide by the terms of a mediation settlement or arbitration award, the other party shall be awarded reasonable attorneys' fees, paraprofessional fees and expenses incurred in enforcing such settlement or award.

(6) Grantee may obtain additional information concerning the rules of the AAA by visiting its website at [www.adr.org](http://www.adr.org) or by writing the AAA at 335 Madison Avenue, New York, New York 10017.

(7) Grantor supports the principles set forth in the Consumer Due Process Protocol developed by the National Consumer Dispute Advisory Committee and agrees to the following:

(a) Notwithstanding the requirements of arbitration stated in Section J(2) of this Deed, Grantee shall have the option, after pursuing mediation as provided herein, to seek relief in a small claims court for disputes or claims within the scope of the court's jurisdiction in lieu of proceeding to arbitration. This option does not apply to any appeal from a decision by a small claims court.

(b) Grantor agrees to pay for one (1) day of mediation (mediator fees plus any administrative fees relating to the mediation). Any mediator and associated administrative fees incurred thereafter shall be shared equally by Grantor and Grantee.

(c) The fees for any claim pursued via arbitration shall be apportioned as provided in the Home Construction Rules of the AAA or other applicable rules.

(8) Notwithstanding the foregoing, if either Grantor or Grantee seeks injunctive relief, and not monetary damages, from a court because irreparable damage or harm would otherwise be suffered by either party before mediation or arbitration could be conducted, such actions shall not be interpreted to indicate that either party has waived the right to mediate or arbitrate. The right to mediate and arbitrate should also not be considered waived by the filing of a counterclaim by either party once a claim for injunctive relief had been filed with a court.

(9) GRANTOR AND GRANTEE AGREE THAT THE PARTIES MAY BRING CLAIMS AGAINST THE OTHER ONLY ON AN INDIVIDUAL BASIS AND NOT AS A MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE ACTION OR COLLECTIVE PROCEEDING. THE ARBITRATOR(S) MAY NOT CONSOLIDATE OR JOIN CLAIMS REGARDING MORE THAN ONE PROPERTY AND MAY NOT OTHERWISE PRESIDE OVER ANY FORM OF A CONSOLIDATED, REPRESENTATIVE, OR CLASS PROCEEDING. ALSO, THE ARBITRATOR(S) MAY AWARD RELIEF (INCLUDING MONETARY, INJUNCTIVE, AND DECLARATORY RELIEF) ONLY IN FAVOR OF THE INDIVIDUAL PARTY SEEKING RELIEF AND ONLY TO THE EXTENT NECESSARY TO PROVIDE RELIEF NECESSITATED BY THAT PARTY'S INDIVIDUAL CLAIM(S). ANY RELIEF AWARDED CANNOT BE AWARDED ON CLASS-WIDE OR MASS-PARTY BASIS OR OTHERWISE AFFECT PARTIES WHO ARE NOT A PARTY TO THE ARBITRATION. NOTHING IN THE FOREGOING PREVENTS GRANTOR FROM

EXERCISING ITS RIGHT TO INCLUDE IN THE MEDIATION AND ARBITRATION THOSE PERSONS OR ENTITIES REFERRED TO IN SECTION J(3) ABOVE.

K. Notwithstanding the Grantor and Grantee's obligation to submit any Dispute to mediation and arbitration, in the event that a particular dispute is not subject to the mediation or the arbitration provisions of Section J of this Deed, then the Grantor and Grantee agree to the following provisions: **GRANTEE ACKNOWLEDGES THAT JUSTICE WILL BEST BE SERVED IF ISSUES REGARDING THIS DEED ARE HEARD BY A JUDGE IN A COURT PROCEEDING, AND NOT A JURY. GRANTEE AND GRANTOR AGREE THAT ANY DISPUTE, CLAIM, DEMAND, ACTION, OR CAUSE OF ACTION SHALL BE HEARD BY A JUDGE IN A COURT PROCEEDING AND NOT A JURY. GRANTEE AND GRANTOR HEREBY WAIVE THEIR RESPECTIVE RIGHT TO A JURY TRIAL.**

L. **THE ISLANDS AT DORAL III COMMUNITY DEVELOPMENT DISTRICT (THE "DISTRICT") MAY IMPOSE AND LEVY TAXES OR ASSESSMENTS, OR BOTH TAXES AND ASSESSMENTS, ON THIS PROPERTY. THESE TAXES AND ASSESSMENTS PAY THE CONSTRUCTION, OPERATION, AND MAINTENANCE COSTS OF CERTAIN PUBLIC FACILITIES AND SERVICES OF THE DISTRICT AND ARE SET ANNUALLY BY THE GOVERNING BOARD OF THE DISTRICT. THESE TAXES AND ASSESSMENTS ARE IN ADDITION TO COUNTY AND OTHER LOCAL GOVERNMENTAL TAXES AND ASSESSMENTS AND ALL OTHER TAXES AND ASSESSMENTS PROVIDED FOR BY LAW.**

Grantor does hereby warrant, and will defend, the title to the Property hereby conveyed, subject as aforesaid, against the lawful claims of all persons claiming by, through or under Grantor, but none other.

Grantee, by acceptance of this Deed, automatically agrees for itself, and its heirs, personal representatives, successors and assigns, to observe and to be bound by all of the terms and conditions set forth in this Deed and in the documents identified above, all exhibits attached thereto, and all future amendments thereof including, without limitation, the provisions of the Declaration applicable to the Property.

IN WITNESS WHEREOF, Grantor has caused these presents to be executed and its seal to be affixed the day and year first above written.

WITNESSES:

Print Name: Ada Gonzalez

Print Name: MARIA C. MONTES

LENNAR HOMES, LLC, a Florida limited liability company

By: Greg McPherson  
Name: Greg McPherson

Title: Vice President

{SEAL}

STATE OF FLORIDA )  
COUNTY OF MIAMI-DADE ) SS.:

The foregoing instrument was acknowledged before me this 8 day of May, 2014 by Greg McPherson as Vice President of LENNAR HOMES, LLC, a Florida limited liability company, who is personally known to me, on behalf of the company.

My commission expires:



Maria C. Montes  
NOTARY PUBLIC  
State of Florida at Large

Print name: MARIA C. MONTES



# Exhibit “D”

LAW OFFICES

**LIEBLER, GONZALEZ & PORTUONDO**

COURTHOUSE TOWER  
44 WEST FLAGLER STREET  
TWENTY-FIFTH FLOOR  
MIAMI, FLORIDA 33130

BARIS J. OKULAR, ESQ.  
E-MAIL [BJO@LGPLAW.COM](mailto:BJO@LGPLAW.COM)

TELEPHONE: (305) 379-0400  
FACSIMILE: (305) 379-9626

August 1, 2022

**Via Certified Mail RRR &  
First-Class U.S. Mail**

Andres Gerardo Esis Quinones  
11278 NW 88<sup>th</sup> Terrace  
Doral, FL 33178  
**Tracking No. 7021-0950-0002-1932-1819**

7950 NW 53<sup>rd</sup> Street, Suite 337  
Miami, FL 33166  
**Tracking No. 7021-0950-0002-1932-1826**

**Re: Demand for Turnover of Rents derived from the Real Property located at 11278 NW 88<sup>th</sup> Terrace, Doral, Florida 33178 (the “Property”) pursuant to the Assignment of Rents provisions in favor of FirstBank Puerto Rico d/b/a FirstBank Florida contained within that certain Mortgage and Riders thereto recorded on July 21, 2014, in Official Records Book 29237, at Page 3105 of the Public Records of Miami-Dade County, Florida (the “Assignment of Rents”), securing that certain Adjustable Rate Note dated July 17, 2014, executed by Andres Gerardo Esis Quinones in the original principal amount of \$208,000.00 in favor of FirstBank Puerto Rico d/b/a FirstBank Florida (the “Note”).  
(Our File No.: 364-0033)**

To Whom it may concern:

We are legal counsel to FirstBank Puerto Rico d/b/a FirstBank Florida (“FirstBank Florida”) in connection with the above described financing obligations.

Our client is the present owner and holder of the Note executed by Andres Gerardo Esis Quinones (“Borrower”) as secured by the Mortgage and accompanying Riders which includes the 1-4 Family Rider (“Mortgage Rider”) containing the Assignment of Rents. On or about June 17, 2022, FirstBank Florida sent a Notice of Default informing Borrower that he was in default as a result of, without limitation, failing to timely make the required monthly payments due under the Note for March 1, 2022 and all subsequent monthly payments thereafter.

As a result of the defaults, and continuation of said defaults, pursuant to Florida Statutes § 697.07, et seq. and the referenced Assignment of Rents, FirstBank Florida hereby formally demands

August 1, 2022  
Andres Gerardo Esis Quinones  
Page 2 of 3

that the Borrower and/or any tenant currently in possession of the Property to immediately turnover to FirstBank Florida the rents, issues, profits, and income derived from the mortgaged Property.

This notice is sent as a courtesy and is not an admission that any written notice is otherwise due to Borrower, nor is it an election of remedies or a waiver of FirstBank Florida's right to exercise any prejudgment or self-help rights or remedies which may now or hereafter be available to the Bank pursuant to the terms of the financing agreements or the related financing documents, or that are otherwise available at law or in equity. No delay by FirstBank Florida in exercising any rights or remedies shall operate as a waiver of any rights or remedies FirstBank Florida may have. Any and all rights and remedies available to FirstBank Florida shall be cumulative and may be exercised separately, successively or concurrently at the sole discretion of the Bank.

DEMAND IS HEREBY MADE upon the Borrower Andres Gerardo Esis Quinones for immediate turnover of all rents, issues, profits, and income derived from the mortgaged Property to undersigned counsel. Please contact undersigned to coordinate turnover of all rents, issues, profits and income generated from the Property in your actual or constructive possession with an accounting thereof.

Sincerely,

/s/ Baris J. Okcular  
BARIS J. OKCULAR

cc: FirstBank Florida

### **IMPORTANT DISCLOSURES**

If you are currently in a bankruptcy proceeding, or have previously obtained a discharge of this debt under applicable bankruptcy law, this notice is for information only and is not an attempt to collect the debt, a demand for payment, or an attempt to impose personal liability for that debt. You are not obligated to discuss your home loan with us or enter into a loan modification or other loan-assistance program. You should consult with your bankruptcy attorney or other advisor about your legal rights and options.

**MILITARY PERSONNEL/SERVICEMEMBERS:** If you or your spouse is a member of the military, please contact us immediately. The federal Servicemembers Civil Relief Act and comparable state laws afford significant protections and benefits to eligible military service personnel, including protections from foreclosure as well as interest rate relief.

*August 1, 2022*  
*Andres Gerardo Esis Quinones*  
*Page 3 of 3*

**Notice in accordance with the Fair Debt Collection Practices Act**

(15 U.S.C. § 1601, as amended)

This is an attempt to collect a debt and any information obtained will be used for that purpose. Unless, within 30 days after receipt of this notice, you dispute the validity of the debt, or any portion thereof, the debt will be assumed to be valid by the creditor and by the undersigned. If you notify the undersigned in writing within said 30 days that the debt or any portion thereof, is disputed, the undersigned will obtain a Verification of the debt or a copy of any judgment against you, if any, and the undersigned will mail a copy of such Verification to you. In addition, upon your written request within said 30 days, the undersigned will provide you with the name and address of the original creditor if the original creditor is different from the current creditor.

**IN THE CIRCUIT COURT OF THE 11<sup>th</sup>  
JUDICIAL CIRCUIT, IN AND FOR  
MIAMI-DADE COUNTY, FLORIDA**

FIRSTBANK PUERTO RICO d/b/a CASE NO.:  
FIRSTBANK FLORIDA,

Plaintiff,

v.

ANDRES GERARDO ESIS QUINONES  
A/K/A ANDRES ESIS QUINONES A/K/A  
ANDRES ESIS, EIN CAP, INC., RYAN K.  
STUMPHAUZER, ESQ., AS RECEIVER FOR  
COMPLETE BUSINESS SOLUTIONS  
GROUP, INC. D/B/A PAR FUNDING,  
MONACO HOMEOWNERS ASSOCIATION,  
INC., UNKNOWN SPOUSE ANDRES  
GERARDO ESIS QUINONES A/K/A  
ANDRES ESIS QUINONES A/K/A ANDRES  
ESIS, UNKNOWN TENANT IN  
POSSESSION 1, UNKNOWN TENANT IN  
POSSESSION 2,

Defendants.

\_\_\_\_\_ /

**NOTICE OF LIS PENDENS**

TO: ANDRES GERARDO ESIS QUINONES A/K/A ANDRES ESIS QUINONES A/K/A  
ANDRES ESIS, EIN CAP, INC., RYAN K. STUMPHAUZER, ESQ., AS RECEIVER  
FOR COMPLETE BUSINESS SOLUTIONS GROUP, INC. D/B/A PAR FUNDING,  
MONACO HOMEOWNERS ASSOCIATION, INC., UNKNOWN SPOUSE ANDRES  
GERARDO ESIS QUINONES A/K/A ANDRES ESIS QUINONES A/K/A ANDRES  
ESIS, UNKNOWN TENANT IN POSSESSION 1, UNKNOWN TENANT IN  
POSSESSION 2:

YOU ARE NOTIFIED OF THE FOLLOWING:

(a) The Plaintiff has instituted this action against you seeking to foreclose a mortgage,

with respect to the property described below:

**LIEBLER, GONZALEZ & PORTUONDO**  
Courthouse Tower - 25<sup>th</sup> Floor, 44 West Flagler Street, Miami, FL 33130 (305) 379-0400



(b) The plaintiff in this action is:

FIRSTBANK PUERTO RICO d/b/a FIRSTBANK FLORIDA

(c) The case number of the action is as shown in the caption;

(d) The property that is the subject matter of this action is in Miami-Dade County,

Florida and is described below:

**Lot 8, Block 3, Villa Bello, according to the plat thereof as recorded in Plat Book 170, Page 9, Public Records of Miami-Dade County, Florida. ("Property")**

**Property Address:** 11278 Northwest 88 Terrace, Miami, FL 33178

**NOTE:** This form is not to be recorded without clerk's case number.

Dated this 7<sup>th</sup> day of September, 2022.

Respectfully submitted,

**LIEBLER, GONZALEZ & PORTUONDO**

*Attorneys for FirstBank Florida*

Courthouse Tower - 25<sup>th</sup> Floor

44 West Flagler Street

Miami, FL 33130

Phone: (305) 379-0400

Fax: (305) 379-9626

Service Email: [service@lgplaw.com](mailto:service@lgplaw.com)

By: /s/ Nicole Zimmerman

BARIS J. OCULAR

Florida Bar No. 0024257

[bjoc@lgplaw.com](mailto:bjoc@lgplaw.com)

NICOLE ZIMMERMAN

Florida Bar No. 19595

[nfz@lgplaw.com](mailto:nfz@lgplaw.com)

# Exhibit “E”

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

CASE NO: 2022-016916-CA-01

SECTION: CA58

JUDGE: Michael Hanzman

**FIRSTBANK PUERTO RICO**

Plaintiff(s)

vs.

**ANDRES GERARDO ESIS QUINONES et al**

Defendant(s)

\_\_\_\_\_ /

**CASE MANAGEMENT ORDER (STREAMLINED PATHWAY)**

**THIS CAUSE** came before the Court on case management review. Based on the review of the file, and pursuant to Rule 2.545, Fla. R. Jud. Admin., the Court has established Case Management Deadlines, and it is hereby

**ORDERED** that:

1. The parties shall comply with these Case Management Deadlines until further order of court. The parties shall strictly comply with the deadlines and should expect that the case will be tried during the anticipated trial period specified, without continuances. The parties cannot agree to extend the deadlines and cannot agree to waive any portion of the provisions of this order.
2. **Procedural Requirements**: In addition to strict adherence to the Florida Rules of Civil Procedure and the Administrative Orders of the Court, the parties shall comply with the Case Management Procedures in this order. The parties may not unilaterally extend any of the deadlines contained in the Case Management Procedures. Deadlines may be altered by the Court where the interests of justice so require, upon prompt motion, notice and hearing.

CASE MANAGEMENT DEADLINES	
<b>Deadline for Service of Complaint:</b>	120 Days from filing of Complaint
<b>Deadline for Propounding Requests for Production, Requests to Admit and Interrogatories:</b>	02/13/2023
<b>Deadline for Initial Scheduling and Setting Depositions:</b>	03/05/2023

<b>Deadline for Witness and Exhibit List:</b>	04/24/2023
<b>Deadline for Expert Disclosure:</b>	04/24/2023
<b>Deadline for Inspections/Examinations:</b>	04/24/2023
<b>Deadline for Adding Parties:</b>	04/24/2023
<b>Deadline for Discovery Completion (Including Depositions):</b>	05/14/2023
<b>Deadline for Dispositive Motions:</b>	06/13/2023
<b>Deadline for ADR/Mediation:</b>	07/03/2023
<b>Deadline for Pretrial Motions and Jury Instructions:</b>	08/12/2023
<b>Trial Ready Deadline:</b>	09/11/2023

**CASE MANAGEMENT PROCEDURES**  
**Motion Practice**

1. **Duty to Communicate:** Prior to filing any motion, counsel have a duty to confer with each other directly in good faith, *not through staff*, to attempt to narrow or resolve issues. “In good faith” means you are professional and temperate in your communications, you return phone calls and emails in a timely manner, and you do not set unreasonable deadlines for responses.
2. **Scheduling of Hearings:** Motions filed (other than dispositive motions or those requiring testimony) must be noticed for hearing on the first available motion calendar. Motions not promptly set for hearing may be ruled upon by the Court on the papers.
3. **Compelling Discovery where there has been no response:** The parties are to comply with Administrative Order 06-09 when moving to compel production of propounded discovery. These motions shall be submitted via courtMAP with supporting documents and shall not be placed on motion calendar.
4. **Motions for Protective Order:** Motions for protective order must be filed as soon as the grounds are known. Counsel should be coordinating deposition dates for specific parties/witnesses and have a duty to confer regarding any issues that would be the subject of a motion for protective order prior to scheduling the deposition. The filing of the motion must not be delayed until immediately prior to the scheduled deposition. A motion for protective order does not automatically stay the deposition and the deposition shall proceed unless an order granting the motion is entered by the Court.
5. **Motions for Extension:** Motions for extension of time must state with specificity the reason why extension is needed and anticipated deadline for competition, which may not exceed the time allowed for the original deadline absent extraordinary circumstances. The Court may rule upon submission of the motion without a hearing. Any motion for extension of time must be preceded by a meet and confer with opposing counsel and absent agreement, be set

for hearing immediately upon filing. Counsel should be prepared to respond promptly in the event the motion is denied.

6. **Dispositive Motions**: Motions which may dispose of specific issues, portions of the case or the entire case should be filed and set for hearing as soon as possible. Parties wishing to pursue a dispositive motion should target the essential discovery promptly. Parties should confer to assure necessary discovery is scheduled to be completed and will be completed prior to a special set hearing date. Last minute cancellations are disfavored.
7. **Amendment of Pleadings**: Motions to amend should be filed so as not to affect the date of trial. Although the Court recognizes the rule of liberality with regard to amendment of pleadings, liberality declines with an approaching trial date unless the amendment involves newly discovered information not previously available. Review your pleadings for necessary amendment(s) early, not as part of last-minute trial preparation.

### **Discovery**

#### **8. Written Discovery shall be propounded promptly:**

- a. **Objections**: If objections to written discovery involve the phrasing of the request or time frame of any discovery request, these objections may not be extended (even if the parties agree) and are due at the time the initial response is due. Failure to timely make these objections, constitutes a waiver. Parties shall comply with the “Duty to Communicate” above, prior to setting timely made objections for hearing.
- b. **Documents made available for inspection and copying**: If discovery responses provide that the documents are available for inspection and copying at a mutually convenient time and place, the responding party shall immediately (within 48 hours) provide three alternative dates and times that the documents are available for inspection and copying. All of the dates shall be within ten (10) days. Failure to provide the dates and times shall constitute a failure to respond to discovery. Review shall occur within fifteen (15) days of the response, absent extraordinary circumstances. Examples of “extraordinary circumstances” include a sole practitioner in trial on another case, a medical emergency, prepaid vacation, and a death in the family.
- c. **Privilege Logs**: Privilege logs are due at the time of the response and may not be reserved to be provided later. Privilege logs must specifically identify the document in accordance with Rule 1.280(b)(6), Fla.R.Civ.P.

Failure to timely provide the privilege log may result in the waiver of the privilege. This procedure requires preparation of a privilege log with respect to all documents, electronically stored information, things and oral communications withheld on the basis of a claim of privilege or work product except the following: written and oral communications between a party and their counsel after commencement of the action and work product material created after commencement of the action.



Parties are instructed that where they believe that the divulgence of the logging information would necessarily cause disclosure of the allegedly privileged information, they must identify that the item exists and that *in camera* review by the court will be sought. The item may be described generically. However, if the Court determines that there is nothing inherent in the divulgence of the existence of the document or the logging information required that would violate privilege, the Court will impose sanctions for any *in camera* request determined to be frivolous. *In camera* requests by the party claiming the privilege must be signed by both the requesting attorney and the client, so as to assure that all are aware of the request and the consequences.

d. **Expert Disclosure:** Parties should furnish opposing counsel with the names and addresses of all expert witness under Rule 1.390(a) to be called at trial and all information regarding expert testimony that is required by Rule 1.280(b)(5). Each party is limited to one expert per specialty. No other expert testimony should be permitted at trial. Information furnished pursuant to this paragraph should be timely filed.

9. **Depositions:** The parties are ordered to block time now for necessary depositions to be set in this case Expert deposition time should be coordinated and blocked as soon as experts are known to ensure compliance with this schedule. Depositions may commence at any time. Refer to paragraph 4 above regarding motions for protective order.

#### **Witness and Exhibits Lists**

10. **Witness and Exhibit Lists:** The parties shall timely exchange their witness and exhibit lists. The lists shall include complete proper names and addresses. If counsel chooses to list their bar address as the witness' address, counsel is deemed to have agreed to produce the witness voluntarily as they have withheld the information necessary for a witness subpoena, and counsel will be responsible for assuring that witness' presence at trial.

**Mediation**

11. **Mediation**: Parties must mediate by the Court's deadline. The parties are responsible for assuring that they have all the necessary information to value their position prior to mediation. If the parties fail to mediate before the mediation deadline, sanctions shall be imposed by the Court. Failure to timely mediate shall not constitute just cause for a trial continuance.

**DONE** and **ORDERED** in Chambers at Miami-Dade County, Florida on this 9th day of January, 2023.



2022-016916-CA-01 01-09-2023 5:55 PM

Hon. Michael Hanzman

**CIRCUIT COURT JUDGE**

Electronically Signed

No Further Judicial Action Required on **THIS MOTION**

CLERK TO **RECLOSE** CASE IF POST JUDGMENT

**Electronically Served:**

Baris J Okcular, bjo@lgplaw.com

Efilemadeeasy Batch Admin, courtservice@efilemadeeasy.com

Nestor Eduardo Menendez, nmenendez@sfslaw.com

Nicole Faye Zimmerman, nfz@lgplaw.com

Nicole Faye Zimmerman, jr@lgplaw.com

Ramon C Palacio, ramon@algpl.com

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Timothy A. Kolaya, tkolaya@sknlaw.com

Timothy A. Kolaya, tkolaya@sfslaw.com

Timothy S. Kingcade, scanner@miamibankruptcy.com

**Physically Served:**