

Instr# 116590962 , Page 1 of 6, Recorded 07/06/2020 at 10:50 AM  
Broward County Commission  
Mtg Doc Stamps: \$787.50 Int Tax: \$0.00

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Prepared by:  
Lynn Solomon  
City Attorney Office  
City of Fort Lauderdale  
100 North Andrews Avenue  
Fort Lauderdale, FL 33301

### MORTGAGE

THIS MORTGAGE, entered into this 5<sup>th</sup> day of June, 2019, between Urban North, LLC, a Florida Limited Liability Company, whose address is 533 NE 3<sup>rd</sup> Avenue, #505, Fort Lauderdale, FL 33301, hereinafter called the "Mortgagor", and the Fort Lauderdale Community Redevelopment Agency, a Community Redevelopment Agency created pursuant to Chapter 163, Part III, Florida Statutes, with an address of 100 North Andrews Avenue, Fort Lauderdale, Florida 33301, hereinafter called the "Mortgagee".

WITNESSETH: That to secure the payment of an indebtedness in the principal amount of Two Hundred Twenty-Five Thousand and 00/100 Dollars (\$225,000.00) with interest if any, thereon, which shall be payable in accordance with a certain Promissory Note (s) executed by Patio Bar and Pizza, LLC, a Florida Limited Liability Company (the "Tenant"), hereinafter called "Note", bearing even date herewith or dated thereafter and all other indebtedness which the Mortgagor is obligated to pay to the Mortgagee pursuant to the provisions of the Note(s) and this Mortgage, the Mortgagor hereby grants, convey, encumbers and mortgages to the Mortgagee the real property situated in Broward County, Florida, described as follows:

An unnumbered triangular tract of land lying South of Block 214, of PROGRESSO, according to the Plat thereof recorded in Plat Book 2, Page 18, of the Public Records of Dade County, Florida, more particularly described as follows:

Beginning at the Southeast Corner of the intersection of 21<sup>st</sup> Street (Now N.E. 3<sup>rd</sup> Avenue and Avenue "D", now known as NE 9th Street); thence South 180 feet; thence Northeasterly parallel to the Right-of-Way Line of the Florida East Coast Railway to the South Line of Avenue "D" (Now N.E. 9th Street); thence West 170 feet along the South Line of Avenue "D" (Now N.E. 9th Street) to the Point of Beginning, said lands situate, lying and being in Broward County, Florida.

Legal per ORB 10923, PG 906, BCR.

Parcel ID Number: 4942 34 06 2280.

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Together with the buildings and improvements situated upon said properties; as security for the payment of the Note(s) and all future advances made by Mortgagee to Mortgagor or Tenant in accordance with the Fort Lauderdale Community Redevelopment Agency Property and Business Investment Improvement Program Agreement dated June 14, 2019, entered into by Tenant, Mortgagor and Mortgagee (the "Agreement").

The said Mortgagor does covenant with the said Mortgagee that the said Mortgagor is indefeasibly seized of said land in fee simple and has the full power and lawful right to mortgage and encumber the same, that the said land is free from all encumbrances except as set forth below, and that the said Mortgagor except as above noted does fully warrant the title to said land and will warrant and defend the same against the lawful claims of all persons whomsoever.

And the said Mortgagor does further agree as follows:

1. To make promptly all payments required by the above described Note and this Mortgage as such payments become due.
2. To pay promptly when due all taxes, assessments, liens, and encumbrances on said property.
3. To keep the improvements now existing or hereafter erected on the mortgaged property insured as required in the Agreement and as may be required from time to time by the Mortgagee against loss by fire and other hazards, casualties, and contingencies in such amounts and for such periods as may be required by Mortgagee, and will pay promptly, when due, any premiums on such insurance for payment of which provision has not been made hereinbefore. All insurance shall be carried in companies approved by Mortgagee and the policies and renewals thereof shall be held by Mortgagee and have attached thereto loss payable clauses in favor of in a form acceptable to the Mortgagee. In event of loss, Mortgagor shall give immediate notice by mail to Mortgagee, and Mortgagee may make proof of loss if not made promptly by Mortgagor, and each insurance company concerned is hereby authorized and directed to make payment for such loss directly to Mortgagee instead of to Mortgagor and Mortgagee jointly, and the insurance proceeds, or any part thereof, may be applied by Mortgagee at its option either to the reduction of the indebtedness hereby secured or to the restoration or repair of the property damaged. In event of foreclosure of this Mortgage or other transfer of title to the mortgaged property in extinguishment of the indebtedness secured hereby, all right, title and interest of the Mortgagor in and to any insurance policies then in force shall pass to the purchaser or grantee.
4. To permit, commit, or suffer no waste or impairment of the mortgaged property.

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5. To pay all expenses reasonably incurred by the Mortgagee because of failure of the Mortgagor or Tenant to comply with the obligations in the Agreement, the Note(s) or this Mortgage, including reasonable attorneys' fees.

6. If the buildings are not kept insured as provided, or if the Mortgagor or Tenant defaults in any of the other covenants, stipulations or agreements contained herein or in the Agreement, the Mortgagee, without waiting or affecting the option to foreclose, may pay any and all such payments or obligations, may insure the buildings, or may otherwise perform any of the covenants or agreements on behalf of the Mortgagor, and any and all such sums or expenses paid or incurred, with interest thereon from the date of payment at the rate of interest prescribed in the Note secured by this Mortgage, shall also be secured by this Mortgage.

7. This mortgage lien shall extend to and include all rents and profits of the mortgaged property. In the event of foreclosure the court is authorized to appoint a receiver of the mortgaged property and to apply such rents or profits to the indebtedness hereby secured, regardless of the solvency of the Mortgagor or the adequacy of the security.

8. If any provision of this Mortgage is breached, then the unpaid principal balance, together with accrued interest, shall immediately become due and payable at the option of the Mortgagee, and the Mortgagee may foreclose this Mortgage in accordance with procedures established by law, and have the property sold to satisfy or apply on the indebtedness hereby secured.

9. The agreements and promises of the Note(s) secured hereby and of this Mortgage and the Agreement are intended to be covenants running with the land or of any interest therein, to be binding on the respective promisors, their heirs, legal representatives and assigns, and to inure to the benefit of the respective promises, their heirs, legal representatives and assigns.

10. The lien hereby created shall cease and become null and void upon complete performance of all the covenants, stipulations and agreements contained in this Mortgage, the Note(s) which it secures, and the Agreement.

11. The Mortgagee and Mortgagor have entered into the Agreement pursuant to which the indebtedness evidenced by the Note(s) is being incurred by the Mortgagor. The Mortgagor covenants and agrees that any breach of the terms of such Agreement, as same may be amended from time to time, by the Mortgagor shall constitute a breach and default under this Mortgage entitling the Mortgagee herein to declare the entire unpaid principal sum secured hereby, together with interest then accrued, immediately due and payable and to enforce collection thereof by foreclosure or otherwise.

12. Privilege is reserved to prepay this note and mortgage, in whole or in part, at any time without notice and without penalty.

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13. Mortgagee shall give written notice to Mortgagor of any event of default under this Mortgage or the Note and Mortgagor shall have thirty days in which to cure said default. All notice shall be given in the manner provided in the Agreement.

**SIGNATURE PAGE TO FOLLOW**

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IN WITNESS WHEREOF, this Mortgage has been duly signed and sealed by the Mortgagor on or as of the day and year first above written.

WITNESSES:

Lizeth De Torres

Lizeth De Torres  
[Witness-print or type name]

Robert Wozcik

[Witness-print or type name]

MORTGAGOR:

Urban North, LLC, a Florida Limited Liability Company

Jay Adams  
Title: Manager

Print Name: Jay Adams

STATE OF FLORIDA  
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 5<sup>th</sup> day of June, 2019 by Jay Adams, Manager of Urban North, LLC, a Florida limited liability company. He is personally known to me or has produced A-352-433-61-095-0 as identification.

(SEAL)



ELENI WARD-JANKOVIC  
MY COMMISSION # GG 021626  
EXPIRES: October 21, 2020  
Bonded Thru Budget Notary Services

Eleni Ward-Jankovic

Notary Public, State of Florida  
(Signature of Notary taking Acknowledgment)

\_\_\_\_\_  
Name of Notary Typed,  
Printed or Stamped

My Commission Expires:

\_\_\_\_\_  
Commission Number

(5)

**EXHIBIT "A"**

**LEGAL DESCRIPTION**

**An unnumbered triangular tract of land lying South of Block 214, of PROGRESSO, according to the Plat thereof recorded in Plat Book 2, Page 18, of the Public Records of Dade County, Florida, more particularly described as follows:**

**Beginning at the Southeast Corner of the intersection of 21<sup>st</sup> Street (Now N.E. 3<sup>rd</sup> Avenue and Avenue "D", now known as NE 9th Street); thence South 180 feet; thence Northeasterly parallel to the Right-of-Way Line of the Florida East Coast Railway to the South Line of Avenue "D" (Now N.E. 9th Street); thence West 170 feet along the South Line of Avenue "D" (Now N.E. 9th Street) to the Point of Beginning, said lands situate, lying and being in Broward County, Florida.**

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