

Hasspel, Sophie
vs.
Donestevy, Ramon up

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DOCKET 320
DIVISION DUEA DINCUS CROSSMAN

CASE NO. 73 1805
CA-01

6

INDEX

CIVIL ACTION

IN CIRCUIT COURT

GENERAL JURISDICTION DIVISION

IN AND FOR

DADE COUNTY, FLORIDA

Sophie Hasspel

Plaintiff

VS.

Ramon Donestevy up

Defendant

Action for Foreclose Mortgage

Marvin M. Green

Attorney for Plaintiff

This File Must Not Be Withheld from
Clerk's Office Without Leave of Court.
RICHARD P. BRINKER
~~CLERK~~
Clerk, Circuit Court

IN THE CIRCUIT COURT OF THE 11TH
JUDICIAL CIRCUIT, IN AND FOR DADE
COUNTY, FLORIDA

CASE NO. 73 1805

SOPHIE HASPEL,

Plaintiff,

vs.

RAMON DONESTEVEZ and DAISY
DONESTEVEZ, his wife,

Defendants.

CA-01
GENERAL JURISDICTION DIVISION

COMPLAINT TO FORECLOSE
ON MORTGAGE

2LP

DEP 25.00

2199

RHEA PINCUS GROSSMAN

20
2/5
Plaintiff, SOPHIE HASPEL, sues Defendants, RAMON DONESTEVEZ and
DAISY DONESTEVEZ, and alleges:

1. This is an action to foreclose a mortgage on real property lo-
cated in Dade County, Florida, described as follows:

Parcel 1: Lots 1 and 3, in Block 20, PERRINE
SUBDIVISION, according to the Plat
thereof, recorded in Plat Book B,
at Page 79, of the Public Records
of Dade County, Florida.

Parcel 2: Lot 4, in Block 3, of ROLLING HILLS
ESTATES, according to the Plat
thereof, recorded in Plat Book 60,
at Page 9, of the Public Records
of Dade County, Florida.

2. On August 6, 1971, Defendants executed and delivered a promis-
sory note and a mortgage securing payment of it to Plaintiff; the mort-
gage was recorded on August 6, 1971, in Official Records Book No. 7325,
at Page 429, of the Public Records of Dade County, Florida, and mortgaged
the property described in it, then owned by and in possession of the
mortgagor, a copy of the mortgage containing a copy of the note being
hereto attached.

3. Through error and inadvertence, one of the parcels of real pro-
perty encumbered by the mortgage was improperly stated and the parties
entered into a Substitution of Mortgage Agreement, which is correctly
designated as Parcel 2 above. This Agreement was recorded on September

9, 1971, in Official Records Book No. 7362, at Page 879, of the Public Records of Dade County, Florida.

4. Plaintiff owns and holds the note and mortgage.

5. The property is now owned by the Defendants who hold possession.

6. Defendants have defaulted under the note and mortgage by failing to pay the payments due December 6, 1972, and all subsequent payments.

7. Plaintiff declares the full amount payable under the note and mortgage to be due.

8. At this juncture, Defendants owe Plaintiff Eleven Hundred Forty-Seven Dollars and 36/100 (\$1147.36) that is due on account of principal on the note and mortgage and interest at the rate of ten (10%) per cent per annum from December 6, 1972.

9. Defendants have defaulted under the note and mortgage by failing to obtain proper prepaid insurance indicating Sophie Haspel as a duly constituted first mortgagee in an amount sufficient to protect a warehouse and residence on the encumbered property.

10. Defendants owe County Real Estate Taxes on Parcel 1 for the year 1972 in the amount of \$845.44.

11. Defendants are obligated pursuant to Paragraph 7 of the mortgage for all costs, charges, expenses and reasonable attorney fees incurred by Plaintiff because of the failure of the Defendants to perform, comply with and abide by the obligations, conditions and covenants of said promissory note and mortgage.

WHEREFORE, Plaintiff demands an accounting of the sum due the Plaintiff under the note and mortgage and if the sum is not paid within the time set by this Court, that the property be sold to satisfy Plaintiff's claim, that a deficiency judgment be entered for the sum

remaining unpaid against the Defendants, and that the estates of the Defendants and all persons claiming under or against Defendants since the filing of the notice of the lis pendens be foreclosed.

MARVIN M. GREEN, P.A.
Attorneys for Plaintiff
627 - 71st Street
Miami Beach, Florida 33141

By 
BARRY HART DUBNER

Mortgage Deed

THIS MORTGAGE DEED, executed this 6th day of August A.D., 1971
between RAMON DONESTEVEZ and DAISY DONESTEVEZ, his wife
hereinafter called the Mortgagor, which term as used in every instance shall include the Mortgagor's heirs, executors, administrators, successors, legal representatives and assigns, either voluntary by act of the parties, or involuntary by operation of law, and shall denote the single and/or plural, and the masculine and/or feminine, and natural and/or artificial persons, whenever and wherever the context so requires or admits, party of the first part, and SOPHIE HASPEL

hereinafter called the Mortgagee, which term as used in every instance, shall include the Mortgagee's heirs, executors, administrators, successors, legal representatives and assigns, whenever and wherever the context so requires or admits, party of the second part.

WITNESSETH: That for divers good and valuable considerations, and also in consideration of the aggregate sum of money named in the promissory note of even date herewith, hereinafter described, (the term note as hereafter used shall denote the singular, if one note, or the plural, if more than one note, is secured by this mortgage), the Mortgagor does grant, bargain, sell, alien, remise, release, convey and confirm unto the Mortgagee in fee simple, the following described real estate, of which the Mortgagor is now seized and possessed and in actual possession, situate in the County of Dade State of Florida, to-wit:

Parcel 1 Lots 1 and 3, in Block 20, PERRINE
SUBDIVISION, according to the Plat
thereof, recorded in Plat Book B,
at Page 79, of the Public Records of
Dade County, Florida.

Parcel 2 Lot 24, in Block 17, of the Amended
Plat of WEST END PARK, according to
the Plat thereof, recorded in Plat
Book 6, at Page 142, of the Public
Records of Dade County, Florida.

TOGETHER WITH all structures and improvements now and hereafter on said land, and the fixtures attached thereto, and all rents, issues, proceeds and profits accruing and to accrue from said premises, all of which are included within the foregoing description and the habendum hereof. Also all gas, steam, electric, water and other heating, cooking, refrigerating, plumbing, ventilating, irrigating and power systems, appliances, fixtures, and appurtenances, including air-conditioning ducts, machinery and equipment, which are now or may hereafter pertain to or be used with, in or on said premises, though they be either detached or detachable.

TOGETHER with all furniture, furnishings, fixtures and equipment contained in or appurtenant to said premises, or which may hereafter from time to time be placed therein, and any substitution or replacement thereof. ~~(XXXXXX)~~

TO HAVE AND TO HOLD the same, together with the tenements, hereditaments and appurtenances, unto the said Mortgagee, in fee simple.

AND THE SAID MORTGAGOR does hereby covenant with Mortgagee that said Mortgagor is indefeasibly seized of said land in fee simple; that said Mortgagor has full power and lawful right to convey said land in fee simple as aforesaid; that it shall be lawful for the Mortgagee at all times peaceably and quietly to enter upon, hold and occupy said land; that said land is free and clear of all other and prior liens, assessments, judgments, taxes and encumbrances; that said Mortgagor will make such further assurances to perfect the fee simple title to said land in the Mortgagee as may reasonably be required; and that said Mortgagor does hereby warrant the title to said land and will defend the same against the lawful claims of all persons, whomsoever.

PROVIDED ALWAYS that if the Mortgagor shall pay unto the Mortgagee the sum of money aggregating \$27,000.00 mentioned in said promissory note in the manner as therein specified, of which the following in words and figures is a true copy, to-wit:

Promissory Note (Principal Payable in Monthly Installments—Interest Included)—Form N-2—Seminole Paper & Printing—Miami

\$ 27,000.00

Miami Beach

Dated

August 6

1971

SUBDIVISION, according to the Plat thereof, recorded in Plat Book B, at Page 79, of the Public Records of Dade County, Florida.

Parcel 2

Lot 24, in Block 17, of the Amended Plat of WEST END PARK, according to the Plat thereof, recorded in Plat Book 6, at Page 142, of the Public Records of Dade County, Florida.

TOGETHER WITH all structures and improvements now and hereafter on said land, and the fixtures attached thereto, and all rents, issues, proceeds and profits accruing and to accrue from said premises, all of which are included within the foregoing description and the habendum hereof. Also all gas, steam, electric, water and other heating, cooking, refrigerating, plumbing, ventilating, irrigating and power systems, appliances, fixtures, and appurtenances, including air-conditioning ducts, machinery and equipment, which are now or may hereafter pertain to or be used with, in or on said premises, though they be either detached or detachable.

TOGETHER with all furniture, furnishings, fixtures and equipment contained in or appurtenant to said premises, or which may hereafter from time to time be placed therein, and any substitution or replacement thereof. ~~(XXXXXX XXXXXX XXXXXX)~~

TO HAVE AND TO HOLD the same, together with the tenements, hereditaments and appurtenances, unto the said Mortgagee, in fee simple.

AND THE SAID MORTGAGOR does hereby covenant with Mortgagee that said Mortgagor is indefeasibly seized of said land in fee simple; that said Mortgagor has full power and lawful right to convey said land in fee simple as aforesaid; that it shall be lawful for the Mortgagee at all times peaceably and quietly to enter upon, hold and occupy said land; that said land is free and clear of all other and prior liens, assessments, judgments, taxes and encumbrances; that said Mortgagor will make such further assurances to perfect the fee simple title to said land in the Mortgagee as may reasonably be required; and that said Mortgagor does hereby warrant the title to said land and will defend the same against the lawful claims of all persons, whomsoever.

PROVIDED ALWAYS that if the Mortgagor shall pay unto the Mortgagee the sum of money aggregating \$27,000.00 mentioned in said promissory note in the manner as therein specified, of which the following in words and figures is a true copy, to-wit:

Promissory Note (Principal Payable in Monthly Installments—Interest Included)—Form N-2—Seminole Paper & Printing—Miami

\$ 27,000.00 Miami Beach, Florida, August 6, 1971.

For Value Received the undersigned jointly and severally promises to pay to the order of
SOPHIE HASPEL
the principal sum of TWENTY-SEVEN THOUSAND AND NO/100 Dollars (\$27,000.00),
together with interest thereon from date at the rate of ten (10%) per cent. per annum until maturity,
said interest being payable monthly on the sixth day of each and every month both principal
and interest being payable in lawful money of the United States at
1500 Bay Road, Miami Beach, Florida, 33141
or at such other place as the holder hereof may designate in writing. Principal and interest payable in install-
ments of FIVE HUNDRED SEVENTY-THREE AND 68/100 - - - Dollars, (\$ 573.68 ..)
each on the 6th day of each and every month, beginning on the 6th day of September ,
1971, and continuing until said principal and interest have been paid. Each installment payment shall be
credited first on the interest then due; and the remainder on principal; and interest shall thereupon cease upon
the principal so credited.

This obligation may be prepaid subsequent to one year from date hereof, provided a two (2%) percent premium upon the then remaining unpaid principal balance is paid to the payee at the time that the obligor seeks to make such prepayment.

Each maker and endorser severally waives demand, protest and notice of maturity, non-payment or protest and all requirements necessary to hold each of them liable as makers and endorsers.

Each maker and endorser further agrees, jointly and severally, to pay all costs of collection, including a reasonable attorney's fee in case the principal of this note or any payment on the principal or any interest thereon is not paid at the respective maturity thereof, or in case it becomes necessary to protect the security hereof, whether suit be brought or not.

This note and deferred interest payments shall bear interest at the rate of ten per cent. per annum from maturity until paid.

This note is secured by a first mortgage of even date herewith and is to be construed and enforced according to the laws of the State of Florida; upon default in the payment of principal and/or interest when due, the whole sum of principal and interest remaining unpaid shall, at the option of the holder, become immediately due and payable.

/s/ Daisy Donestevéz (Seal)
Daisy Donestevéz

/s/ Ramon Donestevéz (Seal)
Ramon Donestevéz

..... (Seal)

..... (Seal)

and shall pay all other sums provided to be paid by this Mortgage, and shall perform, comply with and abide by each and every the stipulations, agreements, conditions and covenants of said promissory note and of this deed, then this deed and the estate hereby created shall cease and be null and void.

AND THE MORTGAGOR does hereby further covenant and agree as follows:

1. To pay all and singular the principal and interest and other sums of money payable by virtue of said promissory note and this mortgage or either, promptly on the days respectively the same severally come due.
2. To pay all and singular taxes, assessments, levies, liabilities, obligations and encumbrances of every nature on said mortgaged property, each and every, within the time specified in Paragraph 6 below, and if the same shall not be promptly paid, the Mortgagee may, at any time either before or after delinquency, pay the same without waiving or affecting the option to foreclose, or any right hereunder and every payment so made shall bear interest from the date thereof at the rate of 10 percent per annum.
3. To keep the buildings now or hereafter on said land and the fixtures and personal property therein contained insured, in a company or companies approved by the mortgagee, against loss by fire and windstorm, for the highest insurable value so that the mortgagee's interest is not subject to co-insurance, and the policy or policies shall be held by and be payable to said mortgagee, and the mortgagee shall have the option to receive and apply said payment on account of the indebtedness hereby secured, or permit the mortgagor to receive or use it, or any part thereof, for any purposes without thereby waiving or impairing the equity, lien or right under and by virtue of this mortgage and may place and pay for such insurance or any part thereof without waiving or affecting the option to foreclose or any right hereunder, and each such payment shall bear interest from date at the rate of 10 percent per annum.
4. To permit, commit, or suffer no waste, impairment, abandonment, or deterioration of said property, or any part thereof, and upon the failure of the Mortgagor to keep the buildings and personal property on said property in good condition or repair, the Mortgagee may demand the immediate repair of said property, or an increase in the amount of security, or the immediate repayment of the debt hereby secured, and the failure of the Mortgagor to comply with said demand of the Mortgagee for a period of 15 days, shall constitute a breach of this Mortgage, and at the option of the Mortgagee, immediately mature the entire amount of principal and interest hereby secured, and the Mortgagee, immediately and without notice, may institute proceedings to foreclose this Mortgage and apply for the appointment of a Receiver, as hereinafter provided.
5. To perform, comply with and abide by each and every the stipulations, agreements, conditions, and covenants in said promissory note and deed set forth.
6. To deliver to the Mortgagee, on or before February 1 of each year, tax receipts evidencing the payment of all lawfully imposed taxes upon the mortgaged property for the preceding calendar year; to deliver to the Mortgagee receipts evidencing the payments of all liens for public improvements within Ninety (90) days after the same shall become due and payable, and to pay or discharge within Ninety (90) days after due date, any and all governmental levies that may be made on the mortgaged property, on this Mortgage or note or in any other way resulting from the mortgage indebtedness secured by this Mortgage.
7. To pay all and singular the costs, charges, and expenses, including lawyer's fees, reasonably incurred or paid at any time by the Mortgagee, because of the failure of the Mortgagor to perform, comply with and abide by each and every the stipulations, agreements, conditions and covenants of said promissory note and this deed, or either, and every such payment shall bear interest from date at the rate of 10 percent per annum.
8. That if any action, or proceeding, shall be commenced by any person other than the holder of this mortgage (except an action to foreclose this mortgage, or to collect the debt secured thereby) to which action, or proceeding, the holder of this mortgage is made a party, or in which it shall become necessary to defend, or uphold, the lien of this mortgage, all sums paid by the holder of this mortgage for the expense of any litigation to prosecute, or defend, the rights and liens created by this mortgage (including reasonable counsel fees), shall be paid by the Mortgagor, together with interest thereon, at the rate of 10 percent per annum, and any such sum, and the interest thereon, shall be a claim upon said premises, and shall be deemed to be secured by this mortgage. The sums paid by or incurred by the holder hereof in accordance with the terms of this paragraph, shall be paid by the Mortgagor unto the holder hereof within thirty (30) days, and the failure or omission of the Mortgagor so to do shall entitle the Mortgagee to add such sums to the principal indebtedness of this mortgage and the note it secures, and/or at its option declare this mortgage and the note it secures to be in default, thereupon maturing all of the unpaid indebtedness including the sums advanced hereunder.
9. That no extension of the time or modification of the terms of payment hereinabove, and no release of any part or parts of the mortgaged premises, even though made without the consent of the Mortgagor shall release, relieve, or discharge the Mortgagor from the payment of any of the sums hereby secured but in such event the Mortgagor shall nevertheless be liable to pay such sums according to the terms of such extension or modifications unless specifically released and discharged in writing by the Mortgagee; and furthermore, that acceptance of part payment of any installment of principal or interest, or both, or of part performance of any covenant or delay for any period of time in exercising the option to mature the entire debt, shall not operate as a waiver of the right to execute such option or act on such default, partial acceptance or any subsequent default.
10. Until default in the performance of the covenants and agreements of this Mortgage, the Mortgagor shall be entitled to collect the rents, issues, and profits from the premises hereinbefore described, but in case of a default in any of the terms of this Mortgage, or the filing of a bill to foreclose this or any other mortgage encumbering the within described property, the Mortgagee shall immediately and without notice be entitled, as a matter of right, and without regard to the value of the premises, or solvency or insolvency of the parties, to the appointment of a Receiver of the mortgaged property, both real and personal, and of the rents, issues and profits thereof, with the usual power of Receivers in such cases, and such Receiver may be continued in possession of the said property until the time of the sale thereof, under such foreclosure, and until the confirmation of such sale by the Court.
11. If foreclosure proceedings should be instituted on any mortgage inferior to this mortgage or if any foreclosure proceeding is instituted on any lien of any kind, the mortgagee may at its option immediately or thereafter declare this mortgage and the indebtedness secured hereby, due and payable. If there is any mortgage superior to this mortgage, then failure to pay said mortgage when due and in accordance with its terms or failure to abide by the terms of said mortgage shall be deemed a breach of this mortgage and the mortgagee at its option may immediately or thereafter declare this mortgage and the indebtedness hereby secured due and payable. Any modification of any mortgage superior to this mortgage or waiver of any principal or interest payments on any note or mortgage superior to this mortgage shall be deemed a breach of the terms and covenants of this mortgage and the mortgagee hereof may at its option declare this mortgage and the indebtedness secured hereby due and payable.
12. That the mailing of a written notice of demand, addressed to the owner of record of the mortgaged premises, directed to the said owner at the last address actually furnished to the Mortgagee, or directed to the said owner at said mortgaged premises, and mailed by the United States mails, shall be sufficient notice and demand in any case arising under this instrument and required by the provisions hereof or by law.
13. That in the event the Mortgagor should assign the rents of the mortgaged premises or any part thereof without the consent of the Mortgagee, then the entire principal sum secured hereby shall, at the option of the Mortgagee, become immediately due and payable.
14. To the extent of the indebtedness of the Mortgagor to the Mortgagee described herein or secured hereby, the Mortgagee is hereby subrogated to the lien or liens and to the rights of the owners and holders of each and every mortgage, lien or other encumbrance on the land described herein which is paid and/or satisfied, in whole or in part, out of the proceeds of the loan described herein or secured hereby, and the respective liens of said mortgages, liens or other encumbrances, shall be and the same and each of them hereby is preserved and shall pass to and be held by the Mortgagee herein as security for the indebtedness to the Mortgagee herein described or hereby secured, to the same extent that it would have been preserved and would have been passed to and been held by the Mortgagee had it been duly and regularly assigned, transferred, set over and delivered unto the Mortgagee by separate deed of assignment notwithstanding the fact that the same may be satisfied and cancelled of record, it being the intention of the parties hereto that the same will be satisfied and cancelled of record by the holders thereof at or about the time of the recording of this Mortgage.

15. If any of the sums of money herein referred to be not promptly and fully paid within 20 days next after the same severally come due and payable, or if each and every the stipulations, agreements, conditions and covenants of said promissory note and this deed, or either, are not duly performed, complied with and abided by, the aggregate sum mentioned in said promissory note then remaining unpaid, with interest accrued to that time, and all moneys secured hereby, shall become due and payable forthwith, or thereafter, at the option of said Mortgagee, as fully and completely as if all of the said sums of money were originally stipulated to be paid on such day, anything in said note or in this mortgage to the contrary notwithstanding; and thereupon or thereafter, at the option of said Mortgagee, without notice or demand, suit at law or in equity may be prosecuted as if all moneys secured hereby had matured prior to its institution.

16. Mortgagor will exhibit to Mortgagee written receipts establishing payment of any sums required to be paid under any superior mortgage or other lien obligation, no later than five (5) days prior to the time that acceleration of such superior mortgage or lien could be declared for non-payment thereof.

17. The abstract of title covering the encumbered property shall belong to and remain in the possession of the Mortgagee during the lien of this Mortgage.

18. That it is the intent hereof to secure payment of said note and obligation whether the entire amount shall have been advanced to the Mortgagor at the date hereof, or at a later date, and to secure any other amount or amounts that may be added to the mortgage indebtedness under the terms of this instrument. The total amount of indebtedness secured hereby may decrease or increase from time to time, but the total unpaid balance so secured at any one time shall not exceed the principal sum of \$ 27,000.00, plus interest thereon and any disbursements made for the payment of taxes, levies or insurance on the property covered by the lien of this mortgage, with interest thereon; and this mortgage shall secure any and all additional or further monies which may be advanced by Mortgagee to the Mortgagor after the date hereof, which future advances of money, if made, shall be evidenced by a note or notes executed by the Mortgagor to the Mortgagee bearing such rate of interest and with such maturities as shall be determined from time to time, but any and all such future advances secured by this mortgage shall be made not more than ten (10) years after the date hereof. Nothing herein contained shall be deemed an obligation on the part of the Mortgagee to make any future advances.

19. That in the event the premises hereby mortgaged, or any part thereof, shall be condemned and taken for public use under the power of eminent domain, the Mortgagee shall have the right to demand that all damages awarded for the taking of or damages to said premises shall be paid to the Mortgagee, its successors or assigns, up to the amount then unpaid on this mortgage and may be applied upon the payment or payments last payable thereon.

20. The Mortgagor shall, within five (5) days from written demand by the Mortgagee, execute in such form as shall be required by the Mortgagee, an estoppel certificate and waiver of defenses, duly acknowledged, setting forth the amount of principal and interest unpaid hereunder and the general status of said mortgage, and the failure of the Mortgagor to make and deliver said estoppel certificate and waiver of defenses within the time aforesaid shall constitute a default and a breach of this mortgage and shall entitle the holder hereof to declare all of the unpaid principal balance immediately due and payable.

21. It is specifically agreed that time is of the essence of this contract and that no waiver of any obligation hereunder or of the obligation secured hereby shall at any time thereafter be held to be a waiver of the terms hereof or of the instrument secured hereby.

22. It is understood and agreed that the Mortgagee may at any time, without notice to any person, grant to the Mortgagor any modification of any kind or nature whatsoever, or allow any change or changes, substitution or substitutions of any of the property described in this mortgage or any other collateral which may be held by the Mortgagee without in any manner affecting the liability of the Mortgagor, any endorsers of the indebtedness hereby secured or any other person for the payment of said indebtedness, together with interest and any other sums which may be due and payable to the Mortgagee, and also without in any manner affecting or impairing the lien of this mortgage upon the remainder of the property and other collateral which is not changed or substituted; and it is also understood and agreed that the Mortgagee may at any time, without notice to any person, release any portion of the property described in this mortgage or any other collateral, or any portion of any other collateral which may be held as security for the payment of the indebtedness hereby secured, either with or without any consideration for such release or releases, without in any manner affecting the liability of the Mortgagor, all endorsers, if any, and all other persons who are or shall be liable for the payment of said indebtedness, and without affecting, disturbing or impairing in any manner whatsoever the validity and priority of the lien of this mortgage for the full amount of the indebtedness remaining unpaid, together with all interest and advances which shall become payable, upon the entire remainder of the mortgaged property which is unreleased, and without in any manner affecting or impairing to any extent whatsoever any and all other collateral security which may be held by the Mortgagee. It is distinctly understood and agreed by the Mortgagor and the Mortgagee that any release or releases may be made by the Mortgagee without the consent or approval of any other person or persons whomsoever.

23. If legal or equitable title to either of the encumbered parcels of real property is sold, transferred, leased or conveyed by the Mortgagors, then the Mortgagee may at her option accelerate all balances due upon the Promissory Note secured hereby, and declare said indebtedness due and payable in its entirety.

24. In the event this encumbrance and the Promissory Note, which it secures, is not in default in any way, and in the event no mechanic's or materialmen's liens are filed against either parcel encumbered hereby, then the Mortgagee shall at the Mortgagor's written request release Parcel 2 from the lien and operation of this mortgage at any time subsequent to August 6, 1972.

IN WITNESS WHEREOF, the Mortgagor on the day and year first above written, has executed these presents under seal; if, when and as a corporation, by and through its duly authorized officers, as the act and deed of the corporation, whose names appear hereunder.

(Corporate Seal)

ATTEST: _____

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

RAMON DONESTVEZ (Seal)

(Seal)

DAISY DONESTVEZ (Seal)

(Seal)

(Seal)

(Seal)

ACKNOWLEDGEMENT FOR INDIVIDUALS.

STATE OF FLORIDA, }
COUNTY OF DADE } SS.

BEFORE ME, the undersigned authority, personally appeared RAMON DONESTEEVEZ and DAISY DONESTEEVEZ, his wife, personally known to me and known by me to be the person(s) described in and who executed the foregoing mortgage deed, and they acknowledged before me that they executed the same for the uses and purposes in said instrument set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal this 6th day of August A.D., 1971, at Miami Beach in the State and County aforesaid.

My commission expires:

Notary Public, State of Florida at Large

ACKNOWLEDGEMENT FOR CORPORATION.

STATE OF FLORIDA, }
COUNTY OF } SS.

Before me, the undersigned authority, personally appeared _____ and _____ to me well known, and known by me to be the individuals described in and who executed the foregoing mortgage deed as _____ President and Secretary of the above named _____ a corporation, and they severally acknowledge to and before me that they executed said mortgage deed on behalf of and in the name of said corporation, as such _____ President and Secretary thereof, respectively; that the seal affixed to said mortgage deed is the corporation seal of said corporation and that it was affixed to said mortgage deed by due and regular corporate authority; that they were duly authorized by said corporation to execute said mortgage deed; that said instrument is the free act and deed of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal this _____ day of _____ A.D., 19____, at _____, in the County and State aforesaid.

My commission expires _____

Notary Public, State of Florida at Large.

MORTGAGE DEED

to

ABSTRACT OF DESCRIPTION

Filed for record on the _____ day of _____, 19____, and recorded in Official Records Book _____, Page _____, public records of _____ county, Florida.

Clerk Circuit Court

MARVIN M. GREEN
ATTORNEY AT LAW
627 SEVENTY-FIRST STREET
MIAMI BEACH 41, FLORIDA

77 SEP 9 AM 11:24

VIN M. GREEN, Attorney
627 - 71st Street, Miami Beach, Fla.

- SUBSTITUTION OF MORTGAGE AGREEMENT -

7325
429

THIS AGREEMENT, made and entered into this 20th day of August, 1971, by and between RAMON DONESTEEVEZ and DAISY DONESTEEVEZ, his wife, hereinafter called the "Mortgagors," and SOPHIE HASPEL, hereinafter called the "Mortgagee," which terms shall denote the parties' heirs, executors, administrators, successors, legal representatives and assigns, whenever and wherever the context so admits and requires.

WITNESSETH:

WHEREAS, heretofore, the Mortgagors executed a mortgage and promissory note in favor of the Mortgagee, encumbering certain real property securing an indebtedness; and

✓ WHEREAS, through error and inadvertence, one of the parcels of real property encumbered by the mortgage was improperly stated; and

WHEREAS, the parties wish to correct such error and inadvertence;

NOW, THEREFORE, for and in consideration of the sum of TEN and No/100 (\$10.00) DOLLARS and other good and valuable considerations in hand paid by the Mortgagee to the Mortgagors, receipt whereof is hereby acknowledged, as well as in consideration of the covenants and conditions hereinafter set forth, the parties agree as follows:

1. That the legal description of Parcel 2, as stated in that certain mortgage dated and filed August 6, 1971, and recorded in Official Records Book 7325, at Page 429, Public Records of Dade County, Florida, was and is erroneous, and the encumbrance of this mortgage shall not extend and is satisfied and released against the property legally described in Parcel 2, of said mortgage, which is:

Lot 24, in Block 17, of the Amended Plat of WEST END PARK, according to the Plat thereof, recorded in Plat Book 6, at Page 142, of the Public Records of Dade County, Florida.

2. The legal description of the real and personal property which should properly have been encumbered by the lien and encumbrance

8.00

of the aforementioned mortgage from the Mortgagors to the Mortgagee is:

Lot 4, in Block 3, of ROLLING HILLS ESTATES, according to the Plat thereof, recorded in Plat Book 60, at Page 9, of the Public Records of Dade County, Florida, which, henceforth, shall be designated as Parcel 2.

3. The parties mutually agree that the property properly designated as Parcel 2, in Item 2, above, shall be, at all times, and is, encumbered by the lien and operation of that certain mortgage from the Mortgagors to the Mortgagee, dated and filed August 6, 1971, and recorded in Official Records Book 7325, at Page 429, of the Public Records of Dade County, Florida. Any default under the terms and conditions of the aforementioned mortgage or promissory note which it secures shall allow the Mortgagee all rights and remedies contained in the aforementioned mortgage and promissory note against both Parcels 1 and 2, as corrected hereby.

4. Other than as hereinabove set forth, all of the terms and conditions of that certain mortgage and promissory note recorded in Official Records Book 7325, at Page 429, of the Public Records of Dade County, Florida, are hereby ratified and affirmed as being in full force and effect.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals, in the City of Miami Beach, County of Dade, and State of Florida, the date and year first above written.

Signed, sealed and delivered in the presence of:

Martin McClellan

RAMON DONESTEVEZ

(Seal)

Rhoda Steen

DAISY DONESTEVEZ

(Seal)

Roberta McClellan

SOPHIE HASPEL

(Seal)

Mary Bernstein

STATE OF FLORIDA)

: SS.

COUNTY OF DADE)

I HEREBY CERTIFY that, on this day, personally appeared before me, an officer duly authorized to administer oaths and take acknowledgments,

RAMON DONESTEEVEZ and DAISY DONESTEEVEZ, his wife, to me well known to be the persons described in and who executed the foregoing Substitution of Mortgage Agreement, and acknowledged before me that they executed the same freely and voluntarily for the purpose therein expressed.

WITNESS my hand and official seal, at Miami Beach, County of
Dade, and State of Florida, this 26th day of August, 1971.

Mosier M Escent
NOTARY PUBLIC, STATE OF FLORIDA, AT LARGE

My Commission expires:

August 1, 1974

STATE OF FLORIDA) : SS.
COUNTY OF DADE)

I HEREBY CERTIFY that, on this day, personally appeared before me, an officer duly authorized to administer oaths and take acknowledgments, SOPHIE HASPEL, to me well known to be the person described in and who executed the foregoing Substitution of Mortgage Agreement, and acknowledged before me that she executed the same freely and voluntarily for the purpose therein expressed.

WITNESS my hand and official seal, at Miami Beach, County of Dade,
and State of Florida, this 1st day of September, 1971.

Roberta McClellan
NOTARY PUBLIC, STATE OF FLORIDA, AT-LARGE

My Commission expires:

NOTARY PUBLIC, STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES SEPT. 11, 1972
BONDED THROUGH FRED W. DIESTELHORST

RECORDED IN OFFICIAL RECORD BOOK
OF DADE COUNTY, FLORIDA.
RECORD VERIFIED

E. B. LEATHERMAN
CLERK CIRCUIT COURT

BY T. Davis

JAN 1973

IN THE CIRCUIT COURT OF THE 11TH
JUDICIAL CIRCUIT, IN AND FOR DADE
COUNTY, FLORIDA

CASE NO. 73 1805

SOPHIE HASPEL,

Plaintiff,

vs.

RAMON DONESTEVEZ and DAISY
DONESTEVEZ, his wife,

Defendants.

GENERAL JURISDICTION DIVISION

NOTICE OF LIS PENDENS

TO DEFENDANTS, RAMON DONESTEVEZ and DAISY DONESTEVEZ, his wife, AND
ALL OTHERS WHOM IT MAY CONCERN:

YOU ARE NOTIFIED of the institution of this action by Plaintiff
against you seeking to foreclose a mortgage on the following property
in Dade County, Florida:

Lot 4, in Block 3, of ROLLING HILLS
ESTATES, according to the Plat
thereof, recorded in Plat Book 60,
at Page 9, of the Public Records
of Dade County, Florida.

DATED this 22nd day of January, 1973.

MARVIN M. GREEN, P.A.
Attorneys for Plaintiff
627 - 71st Street
Miami Beach, Florida 33141

By Barry Hart Dubner
BARRY HART DUBNER

RECORDED IN OFFICIAL RECORDS BOOK
OF DADE COUNTY, FLORIDA.
RECORD VERIFIED

RICHARD P. BRINKER,
CLERK CIRCUIT COURT

73K 13505

IN THE CIRCUIT COURT OF THE 11TH
JUDICIAL CIRCUIT, IN AND FOR DADE
COUNTY, FLORIDA

CASE NO. 73 1805

SOPHIE HASPEL,

Plaintiff,

vs.

RAMON DONESTEVEZ and DAISY
DONESTEVEZ, his wife,

Defendants.

GENERAL JURISDICTION DIVISION

NOTICE OF LIS PENDENS

TO DEFENDANTS, RAMON DONESTEVEZ and DAISY DONESTEVEZ, his wife, AND
ALL OTHERS WHOM IT MAY CONCERN:

YOU ARE NOTIFIED of the institution of this action by Plaintiff
against you seeking to foreclose a mortgage on the following property
in Dade County, Florida:

Lots 1 and 3, in Block 20, PERRINE
SUBDIVISION, according to the Plat
thereof, recorded in Plat Book B,
at Page 79, of the Public Records
of Dade County, Florida.

RECORDED IN OFFICIAL RECORDS BOOK
OF DADE COUNTY, FLORIDA.
RECORD VERIFIED

RICHARD P. BRINKER,
CLERK CIRCUIT COURT

DATED this 22nd day of January, 1973.

MARVIN M. GREEN, P.A.
Attorneys for Plaintiff
627 - 71st Street
Miami Beach, Florida 33141
865-4311

By Barry Hart Dubner
BARRY HART DUBNER

IN THE CIRCUIT COURT OF THE ELEVENTH JUDICIAL
CIRCUIT OF FLORIDA, IN AND FOR DADE COUNTY

73 1805

SOPHIE HASPEL,

CASE NO. _____

GENERAL JURISDICTION DIVISION

Plaintiff

CIVIL ACTION

SUMMONS

- VS -

RAMON DONESTEVEZ and
DAISY DONESTEVEZ,
his wife,

Defendant

THE STATE OF FLORIDA:

To All and Singular the Sheriffs of said State:

YOU ARE HEREBY COMMANDED to serve this summons and a copy of the complaint or petition in the above styled cause upon the defendant:

RAMON DONESTEVEZ and DAISY DONESTEVEZ, his wife
c/o Piranha Boat Corp.
9970 Banyan Avenue
Perrine, Florida

FILED FOR RECORD

'73 JAN 31 AM 11:20

RICHARD P. BRINKER
CLERK CIRCUIT COURT
DADE CO. FLA.

Each defendant is hereby required to serve written defenses to said complaint or petition on

Plaintiff's attorney, whose address is: BARRY HART DUBNER c/o MARVIN M. GREEN, P.A.
627 - 71st Street

Miami Beach, Florida 33141

within 20 days after service of this summons upon you, exclusive of the day of service, and to file the original of said written defenses with the Clerk of said Court either before service on Plaintiff's attorney or immediately thereafter. If you fail to do so, a default will be entered against you for the relief demanded in the complaint or petition.

WITNESS my hand and the seal of said Court on _____, 19

JAN 24 1973

RICHARD P. BRINKER, Clerk

~~E.E. LEATHERMAN~~,
as Clerk of said Court

by: RE Shea
as Deputy Clerk

LP
8093-792

FILED FOR RECORD
OCT 15 AM 9 30
DADE CO. FLA.

IN THE CIRCUIT COURT OF THE 11TH
JUDICIAL CIRCUIT, IN AND FOR
DADE COUNTY, FLORIDA

CASE NO. 73-1805 (Judge Grossman)

SOPHIE HASPEL,)
)
Plaintiff,)
)
-vs-)
)
RAMON DONESTEVEZ and)
DAISY DONESTEVEZ,)
his wife,)
)
Defendants.)

MOTION TO DISMISS AND ORDER

The Plaintiff, SOPHIE HASPEL, moves the Court for an Order dismissing this action against her, and as grounds therefor states that the cause has been amicably settled by the parties hereto. Plaintiff further requests the release of a Lis Pendens filed against the property set forth in the Complaint.

RECORDED

OCT 17 1973

RICHARD P. BRINKER
CLERK

MARVIN M. GREEN, P.A.
Attorneys for Plaintiff
627 - 71st Street
Miami Beach, Florida 33141

By: Allen C. Jacobson
ALLEN C. JACOBSON

ORDER

THIS CAUSE having come before the Court on the above Motion, and the Court being fully advised in the premises, it is thereupon

ORDERED AND ADJUDGED:

1. That this action be dismissed against the Plaintiff.
2. That the Lis Pendens filed against the following described property be and the same is hereby released:

Parcel 1: Lots 1 and 3, in Block 20, PERRINE SUBDIVISION, according to the Plat thereof, recorded in Plat Book B, at Page 79, of the Public Records of Dade County, Florida.

Parcel 2: Lot 4, in Block 3, of ROLLING
HILLS ESTATES, according to the
Plat thereof, recorded in Plat
Book 60, at Page 9, of the Public
Records of Dade County, Florida.

DONE AND ORDERED in Chambers, at Miami, Dade County,
Florida, this 15 day of Oct., 1973.


CIRCUIT JUDGE

Copies furnished to:

MARVIN M. GREEN, P.A. and

RAMON DONESTEEVEZ and
DAISY DONESTEEVEZ

Copies of above Order were
mailed to attorneys of record
on the date of entry thereof.

By BARBARA LUBOW

IN THE CIRCUIT COURT OF THE ELEVENTH JUDICIAL
CIRCUIT OF FLORIDA, IN AND FOR DADE COUNTY

73 1895

SOPHIE HASPEL,

CASE NO. _____

GENERAL JURISDICTION DIVISION

Plaintiff

CIVIL ACTION

- vs -

SUMMONS

RAMON DONESTEVEZ and
DAISY DONESTEVEZ,
his wife,

Defendant

THE STATE OF FLORIDA:

To All and Singular the Sheriffs of said State:

YOU ARE HEREBY COMMANDED to serve this summons and a copy of the complaint or petition in the above styled cause upon the defendant:

RAMON DONESTEVEZ and DAISY DONESTEVEZ, his wife
c/o Piranha Boat Corp.
9970 Banyan Avenue
Perrine, Florida

FILED FOR RECORD

73 JAN 31 AM 11:20

RICHARD P. BRINKER
CLERK CIRCUIT COURT
DADE CO. FLA.

Each defendant is hereby required to serve written defenses to said complaint or petition on

Plaintiff's attorney, whose address is: BARRY HART DUBNER c/o MARVIN M. GREEN, P.A.
627 - 71st Street

Miami Beach, Florida 33141

within 20 days after service of this summons upon you, exclusive of the day of service, and to file the original of said written defenses with the Clerk of said Court either before service on Plaintiff's attorney or immediately thereafter. If you fail to do so, a default will be entered against you for the relief demanded in the complaint or petition.

JAN 24 1973

WITNESS my hand and the seal of said Court on _____, 19 _____

RICHARD P. BRINKER, Clerk

~~E.B. LEATHERMAN,~~
as Clerk of said Court

by: RE Shea
as Deputy Clerk