

79- 1388-CA-01
JAMUN INC

DIVISION 18

AA-430-01

ET AL
003
388

**GENERAL JURISDICTION
CIRCUIT COURT
DADE COUNTY**

Index

18

79- 1388-CA-01 DIVISION 18
JAMUN INC
VS
CALATAYUD, ANTONIO
MORTGAGE FORECLOSURE
ET AL
3K # 003
PG # 388

Atty S. B. Dalley

**DADE COUNTY
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**RICHARD P. BRINKER
CLERK OF CIRCUIT AND COUNTY COURTS**

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RICHARD P. BARKER
CLERK, CIRCUIT & COUNTY COURTS
DADE COUNTY, FLA.

JAMUN, INC., a Florida Corporation,

Plaintiff,

VS

ANTONIO CALATAYUD and MARIA CALATAYUD, his wife; EDUARDO RIVERA; THE UNITED STATES OF AMERICA on behalf of SMALL BUSINESS ADMINISTRATION, an Agency of the UNITED STATES OF AMERICA; AMERICAN EXPRESS COMPANY; WESTINGHOUSE CREDIT CORPORATION; and DART INDUSTRIES, INC. Defendants.

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

CASE NO. 79- 1388

GENERAL JURISDICTION DIVISION

CA-01

COMPLAINT TO FORECLOSE MORTGAGE

SECTION CA18

4750 del
m
L.V.
250026

THE PLAINTIFF, by and through the undersigned attorney, brings this Complaint against the above-named Defendant , and alleges that:

1. That heretofore, the Defendants, ANTONIO CALATAYUD and MARIA CALATAYUD, his wife being so indebted, made, executed and delivered to MILTON LIEBERMAN a promissory note in the amount of SIX THOUSAND NINE HUNDRED AND NO/100*****(\$ 6,900.00, bearing date October 22, 1973 and repayable in monthly installments of ONE HUNDRED FORTY-SIX AND .61/100***** (\$ 146.61) per month inclusive of interest at the rate of (10 percent per annum; said installments to commence on the 15th day of December, , 19 73. A copy of said note is attached hereto as Plaintiff's Exhibit "A" and incorporated herein verbatim by reference.

2. To secure the repayment of said indebtedness, the said Defendant executed in favor of MILTON LIEBERMAN a mortgage deed of same date as said note encumbering the following-described property, lying and being in Dade County, Florida, to wit:

Lots 31, 32, and part of Lot 33, in Block 3, FLAGAMI, according to the Plat thereof, as recorded in Plat Book 10, at Page 51, of the Public Records of Dade County, Florida; a/k/a 420 Flagami Boulevard, Miami, Florida.

Said mortgage being filed for record **October 31, 1973** , under
OR BOOK 8489
Clerk's File No. , Page 1546, Dade County Public Records. A copy
of said mortgage is hereto attached as Plaintiff's Exhibit "B", and
is hereby made a part hereof as though specifically set out and incor-
porated herein verbatim.

3. The Defendants, **ANTONIO CALATAYUD and MARIA CALATAYUD**, his wife
~~xxx~~/are the present owner~~s~~ in fee simple of the lands herein sought to
be foreclosed.

4. The Defendants ~~has~~/have suffered said note and mortgage to go
into default in that they have failed to pay the September, October,
November, and December, 1978 and the January, 1979 payments and
they have failed to pay interest from that due August 15, 1978.

5. That by reason of the default aforescribed, the Plaintiff
have and do by these presents exercise the option to declare the entire
mortgage indebtedness due and payable.

6. That by reason of the aforescribed default, the Plaintiff
have been compelled to employ the undersigned attorney to bring this
suit, and the Plaintiff have become obligated to pay such fees to the
undersigned attorney as the Court may adjudicate to be reasonable, and
the Plaintiff claims such amount as attorney fees in addition to the
other sums herein alleged to be due.

7. That by reason of the default aforescribed, and in order to
determine the necessary parties to be named as Defendant to these pro-
ceedings, the Plaintiff was compelled to, and did, have an abstract of
title prepared, the cost of which, under the terms of said mortgage, the
Plaintiff is entitled to recover.

8. That by virtue of the foregoing there is due to the Plaintiff
the following:

Principal	\$ 4,407.49
Interest from 8/15/79	202.01

together with all lawful interest accruing thereon during the pendency of this cause; together with the costs, fees and expenses of this suit.

9. That the Defendant, EDUARDO RIVERA, who presently resides on said property, may have some interest in said property, but said interest is junior and inferior to the interest of the Plaintiff herein.

10. That the Defendant, THE UNITED STATES OF AMERICA, in behalf of the SMALL BUSINESS ADMINISTRATION, an agency of the UNITED STATES OF AMERICA, may claim some interest in said property by virtue of a mortgage from ANTONIO CALATAYUD and MARIA T. CALATAYUD, his wife to REPUBLIC NATIONAL BANK OF MIAMI, a National Banking Association, dated August 12, 1974, recorded August 15, 1974 in OR Book 8757, Page 75, in the original amount of FIFTY THOUSAND AND NO/100 (\$50,000.00) DOLLARS, assigned to the Defendant, SMALL BUSINESS ADMINISTRATION, an Agency of the UNITED STATES OF AMERICA, such Assignment recorded in OR Book 9279, Page 964, Public Records of Dade County, Florida. However, the interest of such Defendant is junior and inferior to the interest of the Plaintiff herein.

11. That the Defendant, AMERICAN EXPRESS COMPANY may have some interest in said property by virtue of a Final Judgment against ANTONIO CALATAYUD and MARIA CALATAYUD, his wife, recorded September 13, 1977, recorded in OR Book 9799, Page 80, Public Records of Dade County, Florida in the amount of TWELVE THOUSAND THREE HUNDRED TWENTY THREE AND .46/100 (\$12,323.46) DOLLARS, but said interest of said Defendant is junior and inferior to the interest of the Plaintiff herein.

12. That the Defendant, WESTINGHOUSE CREDIT CORPORATION, may have some interest in said property by virtue of a Final Judgment dated February 2, 1976 against ANTONIO CALATAYUD and MARIA CALATAYUD, recorded April 22, 1976 in OR Book 9302, at Page 807,

Public Records of Dade County, Florida, but said interest of said Defendant is junior and inferior to the interest of the Plaintiff herein.

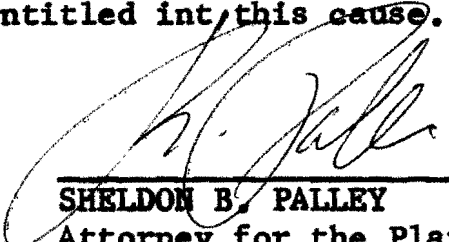
13. That the Defendant, DART INDUSTRIES, INC., may have some interest in said property by virtue of a Final Judgment against the Defendants, ANTONIO CALATAYUD and MARIA CALATAYUD, dated 10/31/75, recorded 12/3/75 in OR Book 9168, at Page 709, Public Records of Dade County, Florida, but such interest of said Defendant is junior and inferior to the interest of the Plaintiff herein.

WHEREFORE, Plaintiff respectfully prays:

1. That this Court decree the lien of Plaintiff's mortgage to be a valid existing lien upon the property above-mentioned, superior to the right, claims and liens of all Defendants to this cause, and any and all persons claiming by, through, under or against said Defendant subsequent to the filing of the Lis Pendens in this cause.

2. That an accounting be made by this Court for the purpose of determining all sums lawfully due the Plaintiff in this action on account of principal, interest, costs, abstracting charges, attorney fees and expenses, and that upon such accounting the Defendant be required to pay all sums of money so found to be due and owing to the Plaintiff by this Court, and failing so to do within a time specifically provided, the property hereinabove described be sold in accordance with the provisions of Florida Statute 702.02.

3. That the Court grant such other and further relief to which the Plaintiff may prove entitled in this cause.



SHELDON B. PALLEY
Attorney for the Plaintiff
1497 Northwest 7th Street
Miami, Florida 33125

Telephone: 642-0722

'77. JAN 26 PM 2:08

ASSIGNMENT OF MORTGAGE

Know All Men By These Presents:

That I **MILTON LIEBERMAN**,

of the first part, in consideration of the sum of **TEN DOLLARS** part y Dollars.

and other valuable considerations, received from or on behalf of **JAMUN, INC.**, a Florida corporation

of the second part at or before the ensembling and delivery of these presents, the receipt whereof is hereby acknowledged do hereby grant, bargain, sell, assign, transfer and set over unto the said part y of the second part a certain mortgage bearing date the **22nd** day of **October** A D 1973 made by **ANTONIO CALATAYUD & MARIA CALATAYUD**, his wife

in favor of **MILTON LIEBERMAN** and recorded in Official Records Book **8489**, page **1546**, public records of **Dade** County, Florida, upon the following described piece or parcel of land, situate and being in said County and State, to-wit:

Lots 31, 32, & part of Lot 33, in Block 3, FLAGAMI, according to the Plat thereof, as recorded in Plat Book 10, at Page 51, of the Public Records of Dade County, Florida, together with all buildings & improvements contained thereon and therein.



RECORDED IN OFFICIAL RECORDS BOOK OF DADE COUNTY, FLORIDA. RECORD VERIFIED
RICHARD P. BRINKER,
CLERK CIRCUIT COURT

Together with the note or obligation described in said mortgage, and the moneys due and to become due thereon, with interest from the **15th** day of **January**, 1977

To Have and to Hold the same unto the said part of the second part, heirs, legal representatives, successors and assigns forever.

In Witness Whereof, I have hereunto set my hand and seal, this **26th** day of **January**, A. D., 19 **77**.

Signed, sealed and delivered in presence of:

Madeline Ruiz *Milton Lieberman* 
Shew L. Jones **MILTON LIEBERMAN** 

STATE OF FLORIDA,
COUNTY OF **Dade**

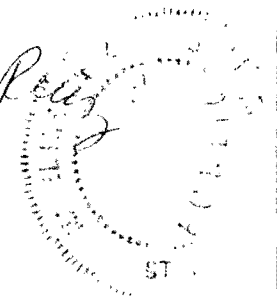
I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid, to take acknowledgments, personally appeared

MILTON LIEBERMAN

to me known to be the person described in and who executed the foregoing instrument and he acknowledged before me that he executed the same.

WITNESS my hand and official seal in the County and State last aforesaid this **26th** day of **January** A. D. 19 **77**.

NOTARY PUBLIC STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES OCT. 23 1979
BONDED THRU GENERAL INSURANCE UNDERWRITERS

Madeline Ruiz


This instrument prepared by:
Address

S. Blair Ross, P. A.
ATTORNEY AT LAW
LAW BUILDING
1497 N. W. 7TH STREET
MIAMI, FLORIDA 33129

47

Prepared by: JACK MUNACH
% Miami Mortgage Company
714 S. Gold Building
Miami, Florida.

~~78250000~~ 73R 260678
19 OCT . PM 3 08

Form MW

5439 RE 1546

THIS MORTGAGE DEED, made and executed the 22nd day of OCTOBER, 1973.
by ANTONIO CALATAYUD & MARIA CALATAYUD, his wife.

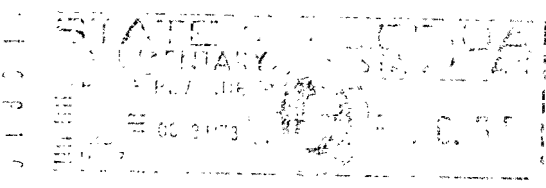
hereinafter called the Mortgagor, which term shall include the heirs, legal representatives, successors and assigns of the said Mortgagor wherever the context so requires or admits,
to MILTON LIEBERMAN

hereinafter called the Mortgagee, which term shall include the heirs, legal representatives, successors and assigns of the said Mortgagee wherever the context so requires or admits.

WITNESSETH: That for divers good and valuable considerations, and also in consideration of the aggregate sum named in the promissory note of even date herewith hereinafter described, the said Mortgagor does hereby grant, bargain, sell, alien, remise, release, convey and confirm unto the said Mortgagee, his heirs, successors and assigns, all the certain piece..., parcel... or tract... of land, of which the said Mortgagor is now seised and possessed and in actual possession, situate in the County of DADE and State of Florida, described as follows:
420 Flagami Boulevard Miami, Florida.

a/k/a

Lots 31,32,& part of Lot 33, in Block 3, FLAGAMI, according to the plat thereof, as recorded in Plat Book 10, at Page 51, of the Public Records of DADE COUNTY, FLORIDA, together with all buildings & improvements contained



Received 1380 In payment of sums due on this "C" installment Personal property, for the purpose of 199, Law of Florida Acts of 1969.
R.M. Beck 10-21-73

This is a 2nd Mortgage.

In the event the 1st mortgage is delinquent or in the arrears, then the 2nd Mortgagees may, at their option, make the 1st mortgage payments and immediately declare the entire unpaid principal balance on this 2nd mortgage, due and payable on demand.
In the event the 1st mortgage is increased or amended, then this 2nd mortgage, and the indebtedness secured hereby, shall become due and payable, at once.

TO HAVE AND TO HOLD the same, together with all and singular the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining and the reversion and reversions, remainder and remainders, rents, issues and profits thereof and also all the estate, right, title, interest, property, possession, claim and demand whatsoever as well in law as in equity of the said Mortgagor in and to the same and every part and parcel thereof unto the said Mortgagee, and his heirs, successors and assigns, in fee simple.

And said Mortgagor, for himself, and his heirs, legal representatives, successors and assigns, hereby covenants with said Mortgagee, his heirs, legal representatives, successors and assigns, that said Mortgagor is lawfully seized of said land in fee simple; that the said Mortgagor has full power and lawful right to convey the same in fee simple as aforesaid; that it shall be lawful for said Mortgagee, his heirs, legal representatives, successors and assigns, at all times peaceably and quietly to enter upon, hold, occupy and enjoy said land and every part thereof; that said land is free from all incumbrances; that said Mortgagor, his heirs, legal representatives, successors and assigns, will make such further assurances to perfect the fee simple title to said land in said Mortgagee, his heirs, legal representatives, successors and assigns, as may reasonably be required; and that said Mortgagor does hereby fully warrant the title to said land and every part thereof and will defend the same against the lawful claims of all persons whomsoever.

PROVIDED ALWAYS, That if said Mortgagor shall pay unto the said Mortgagee the certain promissory note, of which the following in words and figures is a true copy, to-wit:

802

3488 1517
Mortgage Note

\$6,900.00

Miami, Florida **OCTOBER 22nd,** 19**73.**

FOR VALUE RECEIVED the undersigned promises to pay to the order of

MILTON LIEBERMAN

the principal sum of **SIX THOUSAND, NINE HUNDRED DOLLARS & 00/100** Dollars

together with interest thereon at the rate of **10%** per cent per annum from **Closing Date** on diminishing principal balances until maturity, both principal and interest being payable in **Lawful Money** of the United States, such principal sum and interest payable in installments as follows:

1st payment of \$146.61 per month will be due on **DECEMBER 15th, 1973.**
A like payment of \$146.61 per month will be due on the 15th day of each and every month thereafter, until this Mortgage Note is Completely Paid Off.

This Note may be prepaid after 1 year, with a 2% penalty on the unpaid principal balance.

COMPLETE PAYOFF MORTGAGE NOTE NO BALLOON.

Such installment payments shall be applied first to the interest accruing under the terms of this note and then to a reduction of the principal indebtedness.

The makers and endorsers of this note further agree to waive demand, notice of non-payment and protest, and in the event said shall be brought for the collection hereof, or the same has to be collected upon demand of an attorney, to pay reasonable attorney's fees for making such collection. All payments hereunder shall bear interest at the rate of **10%** per annum from maturity until paid. This note is secured by a 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. Failure to exercise this option shall not constitute a waiver of the right to exercise the same in the event of subsequent default.

Executed at **Miami, Florida.** **ANTONIO CALATAYUD** (SEAL)

or such other place as shall be designated by the holder of this note in writing.

MARIA CALATAYUD, his wife. (SEAL)

and shall duly, promptly and fully perform, discharge, execute, effect, complete, comply with and abide by each and every the stipulations, agreements, conditions and covenants of said promissory note and of this mortgage, then this mortgage and the estate hereby created shall cease and be null and void.

It is understood that each of the words, "note," "mortgagor" and "mortgagee" respectively and the pronouns referring thereto, whether in the singular or plural anywhere in this mortgage, shall be singular if one only and shall be plural jointly and severally, if more than one, and shall be masculine, feminine and/or neuter, wherever the context so implies or admits.

And said Mortgagor for himself and his heirs, legal representatives, successors and assigns, hereby covenants and agrees to and with said Mortgagee, his legal representatives, successors and assigns:

1. To pay all and singular the principal and interest and the various and sundry sums of money payable by virtue of said promissory note, and this mortgage, each and every, promptly on the days respectively the same severally become due.

2. To pay all and singular the taxes, assessments, levies, liabilities, obligations and incumbrances of every nature and kind now on said described property, and/or that hereafter may be imposed, suffered, placed, levied or assessed thereupon, and/or that hereafter may be levied or assessed upon this mortgage and/or the indebtedness secured hereby, each and every, when due and payable according to law, before they become delinquent, and before any interest attaches or any penalty is incurred; and in so far as any thereof is of record the same shall be promptly satisfied and discharged of record and the original official document (such as, for instance, the tax receipt or the satisfaction paper officially endorsed or certified) shall be placed in the hands of said Mortgagee within ten days next after payment; and in the event that any thereof is not so paid, satisfied and discharged, said Mortgagee may at any time pay the same or any part thereof without waiving or affecting any option, lien, equity or right under or by virtue of this mortgage, and the full amount of each and every such payment shall be immediately due and payable and shall bear interest from the date thereof until paid at the rate of ten per centum per annum and together with such interest shall be secured by the lien of this mortgage.

3. To place and continuously keep on the buildings now or hereafter situate on said land fire and windstorm insurance in the usual standard policy form, in a sum not less than \$ highest insurable value, in such company or companies as may be approved by said Mortgagee; and all such insurance policies on any of said buildings, any interest therein or part thereof, in the aggregate sum aforesaid or in excess thereof, shall contain the usual standard mortgagee clause making the loss under said policies, each and every, payable to said Mortgagee as his interest may appear, and each and every such policy shall be promptly delivered to and held by said Mortgagee; and not less than ten days in advance of the expiration of each policy, to deliver to said Mortgagee a renewal thereof, together with a receipt for the premium of such renewal; and there shall be no such insurance placed on any of said buildings, any interest therein or part thereof, unless in the form and with the loss payable as aforesaid; and in the event any sum of money becomes payable under such policy or policies said Mortgagee shall have the option to receive and apply the same on account of the indebtedness secured hereby or to permit said Mortgagor to receive and use it or any part thereof for other purposes without thereby waiving or impairing any equity, lien or right under or by virtue of this mortgage; and in the event said Mortgagor shall for any reason fail to keep the said premises so insured, or fail to deliver promptly any of said policies of insurance to said Mortgagee, or fail promptly to pay fully any premium therefor, or in any respect fail to perform, discharge, execute, effect, complete, comply with and abide by this covenant, or any part hereof, said Mortgagee may place and pay for such insurance or any part thereof without waiving or affecting any option, lien, equity or right under or by virtue of this mortgage, and the full amount of each and every such payment shall be immediately due and payable and shall bear interest from the date thereof until paid at the rate of ten per centum per annum and together with such interest shall be secured by the lien of this mortgage.

4. To permit, commit or suffer no waste, impairment or deterioration of said property or any part thereof.

5. To pay all and singular the costs, charges and expenses, including reasonable lawyer's fees and cost of abstracts of title, incurred or paid at any time by said Mortgagee because and/or in the event of the failure on the part of the said Mortgagor to duly, promptly and fully perform, discharge, execute, effect, complete, comply with and abide by each and every the stipulations, agreements, conditions and covenants of said promissory note, and this mortgage, any or either, and said costs, charges and expenses, each and every, shall be immediately due and payable, whether or not there be notice, demand, attempt to collect or suit pending; and the full amount of each and every such payment shall bear interest from the date thereof until paid at the rate of ten per centum per annum; and all said costs, charges and expenses so incurred or paid, together with such interest, shall be secured by the lien of this mortgage.

6 That (a) in the event of any breach of this mortgage or default on the part of the Mortgagor, or (b) in the event any of said sums of money herein referred to be not promptly and fully paid within ten days next after the same severally become due and payable, without demand or notice or (c) in the event each and every the stipulations, agreements, conditions and covenants of said promissory note and this mortgage, any or either, are not duly, promptly and fully performed, discharged, executed, effected, completed, complied with and abided by, then, in either or any such event, the said aggregate sum mentioned in said promissory note then remaining unpaid, with interest accrued, 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 obligated to be paid on such day, anything in said promissory note, and/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, herebefore or thereafter begun, may be prosecuted as if all moneys secured hereby had matured prior to its institution.

7. That in the event that at the beginning of or at any time pending any suit upon this mortgage, or to foreclose it, or to reform it, and/or to enforce payment of any claims hereunder, said Mortgagee shall apply to the court having jurisdiction thereof for the appointment of a Receiver, such court shall forthwith appoint a Receiver of said mortgaged property all and singular, including but not limited to the rents, income, profits, issues and revenues from whatever source derived, each and every of which it may expressly understand, is hereby mortgaged as if specifically set forth and described in the granting and this mortgage, and each Receiver shall have all the broad and effective functions and powers in law conferred by a court to a Receiver, and such appointment shall be made by such court as to the mortgagee and without any absolute right to said Mortgagee and without reference to the solvency or insolvency of the mortgagor, and the laws, rules, practice, income issues and revenues shall be applied by such Receiver as of right, to the full extent of his duty or said mortgage and the practice of such court.

8. To duly, promptly and fully perform, discharge, execute, effect, complete, comply with and abide by each and every the stipulations, agreements, conditions and covenants in said promissory note and by this mortgage set forth.

9. It is mutually covenanted and agreed by and between the Mortgagor and the Mortgagee that this mortgage and the note secured hereby constitute a Florida contract and shall be construed according to the laws of that State.

IN WITNESS WHEREOF, the said Mortgagor has executed this mortgage and a duplicate thereof this year herein first above written.

Signed, sealed and delivered in the presence of:

Jean Munch

Alice Munch

Antonio Calatayud (SEAL)

ANTONIO CALATAYUD
Maria Calatayud (SEAL)

MARIA CALATAYUD, his wife.

STATE OF FLORIDA
COUNTY OF DADE } ss.

Before me personally appeared ANTONIO CALATAYUD & MARIA CALATAYUD, his wife.

to me well known and known to me to be the individuals described in and who executed the foregoing instrument, and acknowledged before me that they executed the same for the purposes therein expressed.

WITNESS my hand and official seal this 23rd day of October, 1973.

Jean Munch
Notary Public in and for
the County and State Afore said.
My commission expires: _____
STATE OF FLORIDA
MAY 29 1975
GENERAL REGISTRY & UNDERWRITERS
FLORIDA

STATE OF _____ } ss.
COUNTY OF _____

Before me personally appeared _____

and _____, to me well known and

known to me to be the _____ President and _____ Secretary

respectively of _____ the corporation

named in the foregoing instrument, and known to me to be the persons who as such officers of said corporation

executed the same and then and there the said _____ and the said

_____ did acknowledge before me that said

instrument is the free act and deed of said corporation by them respectively executed as such officers for the purposes therein expressed; that the seal thereto attached is the corporate seal by them in like capacity affixed; all under authority in them duly vested by the Board of Directors of said corporation.

WITNESS my hand and official seal this _____ day of _____, 19____.

Notary Public in and for
the County and State Afore said.
My commission expires: _____

RECORDED IN OFFICIAL RECORDS BOOK
OF DADE COUNTY, FLORIDA
PAGE 1548
MICHAEL P. BRINKER
COUNTY CLERK

74R191071

'74 AUG 15 PM 3:42

REC. 8757-FC 75

MORTGAGE

(Participation)

This mortgage made and entered into this 12 day of August 19 74, by and between

Antonio Calatayud and Maria T. Calatayud, his wife (hereinafter referred to as mortgagor) and

REPUBLIC NATIONAL BANK OF MIAMI, a National Banking Assoc.

(hereinafter referred to as

mortgagee), who maintains an office and place of business at

10 Northwest 42nd Avenue, Miami, Florida 33126

WITNESSETH, that for the consideration hereinafter stated, receipt of which is hereby acknowledged, the mortgagor does hereby mortgage, sell, grant, assign, and convey unto the mortgagee, his successors and assigns, all of the following described property situated and being in the County of Dade State of Florida

Lots 31 and 32 and a part of Lot 33, in Block 3, of FLAGAMI, according to the Plat thereof, recorded in Plat Book 10 at Page 51 of the Public Records of Dade County, Florida

a/k/a

420 Flagami Boulevard, Miami, Florida

A copy of Note is attached
Documentary Stamps are affixed to original Note and cancelled.

100
Received in payment of taxes due on Class "C" Intangible Personal property, pursuant to Chapter 193, Laws of Florida, Acts of 1968.

RICHARD P. BRINKER, Clerk, Dade Co., Fla.

C. Section 8-15-74
Dated

Together with and including all buildings, etc. fixtures including but not limited to all plumbing, heating, lighting, ventilating, refrigerating, incinerating, air conditioning apparatus, and elevators (the mortgagor hereby declaring that it is intended that the items herein enumerated shall be deemed to have been permanently installed as part of the realty), and all improvements now or hereafter existing thereon; the hereditaments and appurtenances and all other rights thereto, including, or in any wise appertaining, and the reversion and reversions, remainder and remainders, all rights of redemption, and the rents, issues, and profits of the above described property (provided, however, that the mortgagor shall be entitled to the possession of said property and to collect and retain the rents, issues, and profits until default hereunder). To have and to hold the same unto the mortgagee and the successors in interest of the mortgagee forever in fee simple or such other estate, if any, as is stated herein.

The mortgagor warrant that he is lawfully seized and possessed of and has the right to sell and convey said property; that the same is free from all encumbrances except as hereinabove recited; and that he hereby binds himself and his successors in interest to warrant and defend the title aforesaid thereto and every part thereof against the claims of all persons whomsoever.

This instrument is given to secure the payment of a promissory note dated August 1974, in the principal sum of \$ 50,000.00, signed by Antonio Calatayud & Maria T., his wife in behalf of National Cabinet Company, Inc., a Florida Corporation

This Instrument Prepared By: Barry M. Elkin

Paul, Landy & Beiley

200 Southeast First Street

Miami, Florida 33131

Said promissory note was given to secure a loan in which the Small Business Administration, an agency of the United States of America, has participated. In compliance with section 101.1(d) of the Rules and Regulations of the Small Business Administration [13 C.F.R. 101.1(d)], this instrument is to be construed and enforced in accordance with applicable Federal law.

1. The mortgagor covenants and agrees as follows:

a. He will promptly pay the indebtedness evidenced by said promissory note at the times and in the manner therein provided.

b. He will pay all taxes, assessments, water rates, and other governmental or municipal charges, fines, or impositions, for which provision has not been made hereinbefore, and will promptly deliver the official receipts therefor to the said mortgagee.

c. He will pay such expenses and fees as may be incurred in the protection and maintenance of said property, including the fees of any attorney employed by the mortgagee for the collection of any or all of the indebtedness hereby secured, or foreclosure by mortgagee's sale, or court proceedings, or in any other litigation or proceeding affecting said property. Attorneys' fees reasonably incurred in any other way shall be paid by the mortgagor.

d. For better security of the indebtedness hereby secured, upon the request of the mortgagee, its successors or assigns, he shall execute and deliver a supplemental mortgage or mortgages covering any additions, improvements, or betterments made to the property hereinabove described and all property acquired by it after the date hereof (all in form satisfactory to mortgagee). Furthermore, should mortgagor fail to cure any default in the payment of a prior or inferior encumbrance on the property described by this instrument, mortgagor hereby agrees to permit mortgagee to cure such default, but mortgagee is not obligated to do so; and such advances shall become part of the indebtedness secured by this instrument, subject to the same terms and conditions.

e. The rights created by this conveyance shall remain in full force and effect during any postponement or extension of the time of the payment of the indebtedness evidenced by said promissory note or any part thereof secured hereby.

f. He will continuously maintain hazard insurance, of such type or types and in such amounts as the mortgagee may from time to time require on the improvements now or hereafter on said property, and will pay promptly when due any premiums therefor. All insurance shall be carried in companies acceptable to mortgagee and the policies and renewals thereof shall be held by mortgagee and have attached thereto loss payable clauses in favor of and in form acceptable to the mortgagee. In event of loss, mortgagor will give immediate notice in writing 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 or destroyed. In event of foreclosure of this mortgage, or other transfer of title to said 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 mortgagee or, at the option of the mortgagee, may be surrendered for a refund.

g. He will keep all buildings and other improvements on said property in good repair and condition; will permit, commit, or suffer no waste, impairment, deterioration of said property or any part thereof; in the event of failure of the mortgagor to keep the buildings on said premises and those erected on said premises, or improvements thereon, in good repair, the mortgagee may make such repairs as in its discretion it may deem necessary for the proper preservation thereof; and the full amount of each and every such payment shall be immediately due and payable and shall be secured by the lien of this mortgage.

h. He will not voluntarily create or permit to be created on the property subject to this mortgage any lien, charge, or encumbrance, prior to the filing of a contract, without the written consent of the mortgagee and will keep the same in full force and effect and will defend and pay all persons applying therefor or for the satisfaction of any lien, charge, or encumbrance, and will cause a copy of or note executed on said property to be filed in the public records of the county in which said property is located.

i. He will not rent or assign any part of the real or personal property or diminish, or remove, or otherwise dispose of the same, without the written consent of the mortgagee.

j. In the event of any default in the payment of any of the payments due hereunder, the mortgagee or its assigns, who may apply to the court for an order to sell the property, is hereby authorized, in the name of the mortgagee, to execute and collect any and all such payments due and to appeal from any such award.

k. The mortgagee shall have the right to occupy the mortgaged premises at any reasonable time.

2. Default in any of the covenants or conditions of this instrument or of the note or loan agreement secured hereby shall terminate the mortgagor's right to possession and enjoyment of the property, at the option of the mortgagee or its assigns. (It being agreed that the mortgagor shall have such right until default). Upon any such default, the mortgagee shall become the owner of all the rents and profits accruing after default as security for the indebtedness secured hereby, with the right to enter on the said property for the purpose of collecting such rents and profits. This instrument shall operate as an assignment of any rentals on said property to that extent.

REC-8757 PG 77

2. Default in any of the covenants or conditions of this instrument or of the promissory note secured hereby shall terminate the mortgagor's right to possession, use, and enjoyment of the property, at the option of the mortgagee or his assigns, being agreed that the mortgagor shall have the right until default. Upon any such default, the mortgagee shall become the owner of all of the rents and profits accruing after default as security for the indebtedness secured hereby, with the right to enter upon said property for the purpose of collecting such rents and profits. This instrument shall operate as an assignment of any rentals on said property to that extent.

- (i) at judicial sale pursuant to the provisions of 28 U.S.C. 2001 (a); or
- (ii) at the option of the mortgagee, either by auction or by solicitation of sealed bids, for the highest and best bid complying with the terms of sale and manner of payment specified in the published notice of sale, first giving four weeks' notice of the time, terms, and place of such sale, by advertisement not less than once during each of said four weeks in a newspaper published or distributed in the county in which said property is situated, all other notice being hereby waived by the mortgagor (and said mortgagee, or any person on behalf of said mortgagee, may bid with the unpaid indebtedness evidenced by said note). Said sale shall be held at or on the property to be sold or at the Federal, county, or city courthouse for the county in which the property is located. The mortgagee is hereby authorized to execute for and on behalf of the mortgagor and to deliver to the purchaser at such sale a sufficient conveyance of said property, which conveyance shall contain recitals as to the happening of the default upon which the execution of the power of sale herein granted depends; and the said mortgagor hereby constitutes and appoints the mortgagee or any agent or attorney of the mortgagee, the agent and attorney in fact of said mortgagor to make such recitals and to execute said conveyance and hereby covenants and agrees that the recitals so made shall be effectual to bar all equity or right of redemption, homestead, dower, and all other exemptions of the mortgagor, all of which are hereby expressly waived and conveyed to the mortgagee; or
- (iii) take any other appropriate action pursuant to state or Federal statute either in state or Federal court or otherwise for the disposition of the property.

In the event of a sale as herein provided the mortgagor or any persons in possession of the property shall then become and be tenants holding over and shall forthwith deliver possession to the purchaser in such sale or be summarily dispossessed, in accordance with the provisions of law applicable to tenants holding over. The power and agency hereby granted are coupled with an interest and are irrevocable by death or otherwise and are granted as cumulative to the remedies for collection of said indebtedness provided by law.

4. The proceeds of any sale of said property in accordance with the preceding paragraphs shall be applied first to pay the costs and expenses of said sale, the expenses incurred by the mortgagee for the purpose of protecting or maintaining said property, and reasonable attorneys' fees; secondly, to pay the indebtedness secured hereby; and thirdly, to pay any surplus or excess to the person or persons legally entitled thereto.

5. In the event said property is sold at a judicial foreclosure sale or pursuant to the power of sale hereinabove granted, and the proceeds are not sufficient to pay the total indebtedness secured by this instrument and evidenced by said promissory note, the mortgagee will be entitled to a deficiency judgment for the amount of the deficiency without regard to appraisement.

6. In the event the mortgagor fails to pay any Federal, state, or local tax assessment, income tax or other tax lien, charge, fee, or other expense charged against the property the mortgagee is hereby authorized at his option to pay the same. Any sums so paid by the mortgagee shall be added to and become a part of the principal amount of the indebtedness evidenced by said note, and to the same terms and conditions. If the mortgagor shall pay said charge, the indebtedness evidenced by said note shall be reduced by the amount of such payment, and the balance of taxes and liens and the costs, fees, and expenses shall be credited to the mortgagor. This instrument shall be canceled and its number.

7. The covenants herein entered into and the benefits and advantages shall inure to the heirs, assigns, successors and assigns of the party hereto. Whenever use, reference, or number shall include the plural, the plural, the singular, and the use of an adjective shall include all genders.

8. No waiver of any provision of this instrument or of the conditions hereof shall at any time constitute a waiver of the terms hereof or of the security hereon.

9. A judicial decree, order, or judgment holding any provision or portion of this instrument invalid or unenforceable shall not in any way impair or preclude the enforcement of the remaining provisions or portions of this instrument.

10. Any written notice to be issued to the mortgagor pursuant to the provisions of this instrument shall be addressed to the mortgagor at _____ and any written notice to be issued to the mortgagee shall be addressed to the mortgagee at _____

IN WITNESS WHEREOF, the mortgagor has executed this instrument and the mortgagee has accepted delivery of this instrument as of the day and year aforesaid.

[Signature]
Antonio Calatayud

Maria T. Calatayud, his wife

Executed and delivered in the presence of the following witnesses:

[Signature]
[Signature]

(Add Appropriate Acknowledgment)

STATE OF FLORIDA)
) SS:-
(COUNTY OF DADE)

BEFORE ME, the undersigned authority, personally appeared ANTONIO CALATAUYD and MARIA T. CALATAUYD, his wife, who acknowledged before me that they executed the foregoing instrument for the purposes therein expressed.

DATED this 12th day of August, 1974.

[Signature]
NOTARY PUBLIC
STATE OF FLORIDA AT LARGE

My Commission Expires:
2/13/77

RECORDED IN OFFICIAL SEE NOS BOOK
OF DADE COUNTY, FLORIDA
RECORDED
RICHARD P. BRINKER,
CLERK, COUNTY CLERK

MORTGAGE

TO

RECORDING DATA

RETURN TO:

Name
Address

762 65636

REC 9279 N 964

78 MAR 31 PM 12:57

ASSIGNMENT OF MORTGAGE
FIDELITY CORPORATION

SALES FORM 40

Know All Men By These Presents:

That **REPUBLIC NATIONAL BANK OF MIAMI**, a National Banking Association

of the first part, in consideration of the sum of Ten and 00/100 (\$10.00) Dollars,

and other valuable considerations, received from or on behalf of **SMALL BUSINESS ADMINISTRATION**
an Agency of the **UNITED STATES OF AMERICA** of the second part,

at or before the executing and delivery of these presents, the receipt whereof is hereby acknowledged, does hereby grant, bargain, sell, assign, transfer and set over unto the said party of the second part a certain mortgage bearing date the 12th day of August A. D. 19 74 made by Antonio Calatayud and Maria T. Calatayud, his wife

in favor of **REPUBLIC NATIONAL BANK OF MIAMI**, a National Banking Association and recorded in Official Records Book 8757 page 75 public records of Dade County, Florida, upon the following described piece or parcel of land, situate and being in said County and State, to-wit:

Lot 31 and 32 and a part of Lot 33, in Block 3, of **FLAGAMI**, according to the Plat thereof, recorded in Plat Book 10 at Page 51 of the Public Records of Dade County, Florida


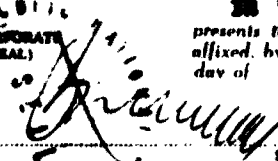
a/k/a 420 Flagami Boulevard, Miami, Florida

RECORDED IN OFFICIAL RECORDS BOOK
OF DADE COUNTY, FLORIDA.
RICHARD P. BRINER,
CLERK CIRCUIT COURT

Together with the note or obligation described in said mortgage, and the moneys due and to become due thereon, subject to the same, to have and to hold the same unto the said party of the second part, its heirs, legal representatives, successors and assigns forever.

To Have and to Hold the same unto the said party of the second part, its heirs, legal representatives, successors and assigns forever.

In Witness Whereof the party of the first part has caused these presents to be executed in its name and its corporate seal to be hereunto affixed, by its proper officers thereunto duly authorized, the 29th day of March A. D. 1976.


ATTEST: 
Secretary

REPUBLIC NATIONAL BANK OF MIAMI


Signed, sealed and delivered in the presence of

STATE OF FLORIDA
COUNTY OF DADE

I HEREBY CERTIFY that on this day, before me an officer duly authorized in the State and County aforesaid to take acknowledgments personally appeared **Roberto Gonzalez Blanco and Rene Gonzalez**

well known to me as the **S.P. Vics- Assistant Cashier**, respectively of the corporation named as party of the first part, and that they severally acknowledged executing the same in the presence of two subscribing witnesses truth and voluntarily and lawfully duly called in them by said corporation and that the seal affixed thereto is the true corporate seal of said corporation.

WITNESS my hand and official seal in the County and State last aforesaid this 29 day of March A. D. 1976


Notary Public
Notary Public State of Florida at Large
My Comm. expires 12/16, 1978

This instrument prepared by:
Address

THIS INSTRUMENT
THE STATE OF
DISTRICT OF
ADMINISTRATIVE

400

77R227895

77 SEP 13 PM 4:05

#: 9799 N 80

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

AMERICAN EXPRESS COMPANY,
a corporation,
c/o BERGER AND SHUTTER
1900 North University Drive
Pembroke Pines, Florida 33024

Plaintiff,

GENERAL JURISDICTION DIVISION
Case No. 77-18789

vs.

ANTONIO CALATAYUD, and
MARIA CALATAYUD, his wife,

Defendant(s)

FINAL JUDGMENT BY DEFAULT

Defendant(s) having been lawfully served with process and having failed to plead within the time provided by the Rules of Civil Procedure, the Default of said Defendant(s) having been entered by the Clerk on July 25, 1977, and this action being founded on a Credit Card Account, the amount due thereunder being shown by said Account, and by the evidence of sworn Affidavits introduced to this Court, it is therefore,

ORDERED ADJUDGED AND DECLARED, that:

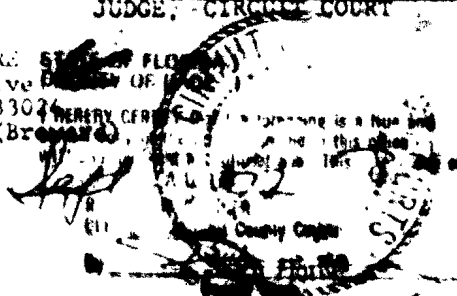
Plaintiff be awarded judgment against the Defendant(s) in the sum of TEN THOUSAND SIX HUNDRED SIXTY THREE and 45/100 (\$10,663.45) DOLLARS for the amount owed and that said sum shall bear interest from the date hereof, and the Plaintiff's costs of suit taxed at SIXTY and 50/100 DOLLARS (\$60.50) plus attorney's fees of ONE THOUSAND FIVE HUNDRED NINETY NINE and 51/100 (\$1,599.51) making a total of TWELVE THOUSAND THREE HUNDRED TWENTY THREE and 46/100 (\$12,323.46) DOLLARS for which let execution issue;

DONE AND ORDERED at Dade County, Florida this _____ day of Aug, 1977.

JUDGE - CIRCUIT COURT

RETURN TO:
STEVEN G. SHUTTER, ESQUIRE
1900 North University Drive
Pembroke Pines, Florida 33024
962-0054 (Dade) 962-9622 (Broward)

RECEIVED & OPENED UNDER
SEAL OF DADE COUNTY
RICHARD P. BRIVLER,
CLERK CIRCUIT COURT



441

752 85591 H. 3002 : 807

73 12 22 11:45

WESTINGHOUSE CREDIT CORP.,

Plaintiff,

vs-

ANTONIO CALATAYUD and MARIA CALATAYUD,

Defendants.

IN THE COUNTY COURT IN AND FOR
DADE COUNTY
FLORIDA

CIVIL DIVISION

CASH NO: 75-22906 SP 05

FINAL JUDGMENT

IT IS HEREBY ORDERED AND ADJUDGED as follows:

THAT the Plaintiff, WESTINGHOUSE CREDIT CORP., hereby recovers from the Defendants, ANTONIO CALATAYUD and MARIA CALATAYUD, the sum of ONE THOUSAND FIVE HUNDRED DOLLARS (\$1,500.00), plus interest in the amount of \$ None, costs in the amount of THIRTY DOLLARS (\$30.00), and attorney's fees in the amount of None ~~(\$200.00)~~. For which let execution issue.

ENTERED on this 2 day of February 1976.

Thomas E. Brinker
CLERK COURT

STATE OF FLORIDA
COUNTY OF DADE

This copy is a true copy of the original on file

with me. Witness my hand and official seal this 20

20 day of February, 1976.

By John C. Bonner
Deputy Clerk

RECORDED IN OFFICIAL RECORDS BOOK
OF DADE COUNTY, FLORIDA
RECORDED VERIFIED
RICHARD P. BRINKER
CLERK CIRCUIT COURT

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

JAMUN, INC., a Florida Corporation,
Plaintiff,
VS
ANTONIO CALATAYUD and MARIA CALATAYUD, his wife, et al,
Defendants.

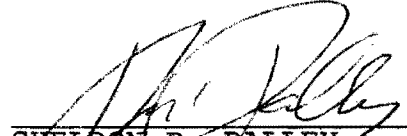
GENERAL JURISDICTION DIVISION
CASE NO. 79-1388

MOTION AND ORDER FOR FINAL HEARING

FILED FOR RECORD
79 APR 10 4:19
RICHARD P. BRINKER
CLERK, CIRCUIT COURT, DADE COUNTY, FLA.

A

COMES NOW THE Plaintiff, by and through its undersigned attorney, and hereby states that said cause is at issue and prays this Court to set this matter for Final Hearing. It is estimated that said Final Hearing should take not more than fifteen (15) minutes.


SHELDON B. PALLEY
Attorney for the Plaintiff
1497 Northwest 7th Street
Miami, Florida 33125
Telephone: 642-0722

ORDER

THIS CAUSE COMING before me on the above Motion and the Court being fully advised, it is hereby ORDERED and ADJUDGED that this matter is hereby set for Final Hearing before me at the Dade County Courthouse, Miami, Florida, on this 24 day of Apr, 1979 at 9:15 a o'clock a M.

DONE and ORDERED at Miami, Dade County, Florida on this 6 day of April, 1979.


SAM I. SILVER, Circuit Court Judge

COPIES FURNISHED TO:

- ANTONIO CALATAYUD and MARIA CALATAYUD, his wife
- MERVYN L. AMES, Esquire, Attorney for the Defendant, the U.S.A.
- NORMAN S. PALLOT, Esquire, Attorney for the Defendant, DART INDUSTRIES
- JAMUN, INC., a Florida Corporation, Plaintiff

COPIES OF THE ABOVE ORDER WERE MAILED TO ATTORNEYS OF RECORD ON THE DATE OF ENTRY THEREOF, BY ANNE L. GRISHAM

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

JAMUN, INC., a Florida Corporation)
Plaintiff,)
VS)
ANTONIO CALATAYUD and MARIA CALATAYUD, his wife, et al)
Defendants.)

GENERAL JURISDICTION DIVISION

CASE NO. 79-1388

MOTION FOR DEFAULT

TO: THE CLERK

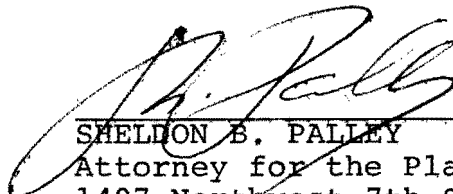
APR 4 1979
P 2 23

YOU WILL PLEASE ENTER a Default against the Defendant,
[AMERICAN EXPRESS COMPANY,] for its failure to Answer or otherwise
Plead to the cause in this Petition.

I HEREBY CERTIFY that I have received no Answer or any
other Pleading from the Defendant, AMERICAN EXPRESS COMPANY.

DATED at Miami, Dade County, Florida on this 2nd day of
April, 1979.

3-27

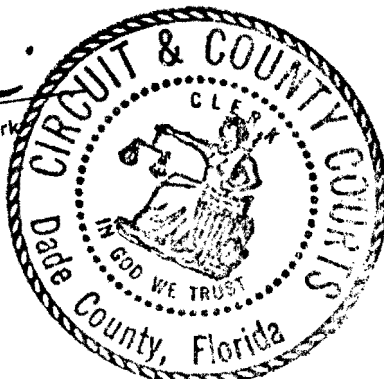

SHELDON B. PALLEY
Attorney for the Plaintiff
1497 Northwest 7th Street
Miami, Florida 33125

Telephone: 642-0722

DEFAULT
is herewith entered against
American Express Company
for failure to file answer or other
pleadings.

Dated this *12* day of *April* 1979
RICHARD P. BRINKER
Clerk of the Circuit Court

By *Tereolani*
Deputy Clerk



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

CASE NO. ~~79-1388~~

JAMUN, INC., a Florida
Corporation,

GENERAL JURISDICTION DIVISION

Plaintiff

--vs--

CIVIL ACTION
SUMMONS

ANTONIO CALATAYUD and
MARIA CALATAYUD, his wife,
et al

Defendant

RECEIVED
SHERIFF'S OFFICE
JAN 21 1979
MAY A. SARIS
SHERIFF

THE STATE OF FLORIDA:

To All and Singular the Sheriffs of the State:

YOU ARE HEREBY COMMANDED to serve this summons and a copy of the complaint or petition
in this action on defendant:

AMERICAN EXPRESS COMPANY

Please serve: UNITED STATES CORPORATION COMPANY
800 Barnett Bank Building
Resident Agent: Tallahassee, Florida

FILED FOR RECORD
JAN 22 1979
LEWIS & CLARK
SHERIFF

Each defendant is required to serve written defenses to the complaint or petition on Plaintiff's
attorney, to wit: **SHELDON B. PALLEY**

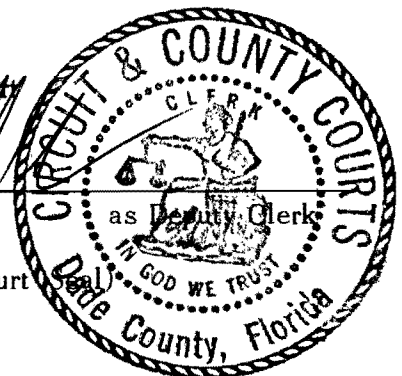
whose address is: **1497 Northwest 7th Street
Miami, Florida 33125
Telephone: 642-0722**

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

WITNESS my hand and the seal of said Court on JAN 28 1979, 19__

Richard P. Brinker
as Clerk of said Court

by:



(Court Seal)

6 DAY OF March
79 838 P.M.
SHERIFF OF DADE COUNTY, FLORIDA
CIR/GT/G.J.-56
Wayne Moore D.S.



SERVE (Name & Complete Address)		COURT		Number
Moore		Dade Circuit		100204
PLAINTIFF	VS	DEFENDANT	TYPE OF WRIT	CASE NUMBER
Jamun, Inc., etc.		Antonio Calatayud, et al	Summons	79-1388

ATTORNEY
Sheldon B. Palley
1497 N.W. 7th St.
Miami, Florida 33125

Refund \$4.50 This space for machine validation
7057
MAR -1st D 837900 05****12.00

Received this Writ on the 28th day of February A.D. 1979 and executed same in Leon County, Florida at 8:38A M. on the 6th day of MARCH A.D. 1979 by

INDIVIDUAL

delivering a true copy of the original thereof with date and hour of service thereon to which was attached a copy of the Plaintiff's initial pleading to the within named (Defendant-Respondent), to-wit: _____

SUBSTITUTE

leaving a true copy of the original thereof with date and hour of service thereon and a copy of Plaintiff's initial pleading as furnished by the Plaintiff, at the within named (Defendant's-Respondent's-Witness') usual place of abode, with a member of his family then and there residing above the age of 15 years, to wit: _____ and informing such person of the contents.

STATE AGENCIES

delivering a true copy of the original thereof with date and hour of service thereon to which was attached a copy of the complaint to _____ as _____ of the within named Defendant to wit: _____

INSURANCE COMMISSIONER

delivering three true copies of this Writ with the date and hour of service thereon, together with three copies of the bill of complaint as furnished by the Plaintiff to _____, State Treasurer of the State of Florida, ex-officio Insurance Commissioner of the said State, as the designated agent to accept service of process for and on behalf of the within named Defendant, _____ and at the same time delivering into the hands of the said INSURANCE COMMISSIONER in his above mentioned official capacity the sum of \$5.00 as provided by section 624.422 Florida Statutes, 1971.

SECRETARY OF STATE

delivering a true copy of this Writ with date and hour of service thereon, together with a copy of the bill of complaint as furnished by the Plaintiff, to _____ as Secretary of State of the State of Florida, as the designated agent to accept service of process for and on behalf of the within named Defendant _____ and at the same time delivering into the hands of the said SECRETARY OF STATE in his above mentioned official capacity the sum of \$5.00 as provided by section 48.161, Florida Statutes, 1971.

CORPORATION AND REGISTERED AGENT

delivering a true copy of the original thereof with date and hour of service thereon to which was attached a copy of the complaint to United States Corporation Company as Registered Agent* of the within named Defendant, to-wit: American Express Company

*by serving Edgar Moore as Florida Secretary

WITNESS SUBPOENA

summoning the within named witness, to-wit: _____ and at the same time tendering a check for the amount of \$ _____ as per diem and mileage.

NON-SERVICE

and hereby return same unserved for the reason that after diligent search and inquiry the within named (Defendant-Respondent-Witness) _____ could not be found in Leon County, Florida _____ 19 _____

--

EXECUTION COSTS

Docket and Index .. \$ _____
Levyng \$ _____
Advertising Sale ... \$ _____
Holding Sale \$ _____
Commission \$ _____
Bill of Sale or Deed . \$ _____
TOTAL \$ _____

SHERIFF Ken Katsaris

CIVIL COSTS (Non-Refundable)

1 Summons \$ 7.50
Subpoena \$ _____
Others \$ _____
..... **7057** \$ _____

By Wayne Moore
Deputy Sheriff

WAYNE MOORE

ORIGINAL RETURN

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

JAMUN, INC., a Florida
Corporation,

Plaintiff,

VS

ANTONIO CALATAYUD and MARIA
CALATAYUD, his wife, et al

Defendants.

) GENERAL JURISDICTION DIVISION

) CASE NO. 79-1388

) MOTION FOR DEFAULT

E. J. ...

TO: THE CLERK

YOU WILL PLEASE enter a Default against the Defendant,
WESTINGHOUSE CREDIT CORPORATION, for its failure to Answer or other-
wise Plead to the cause in this Petition.

I HEREBY CERTIFY that I have received no Answer or any
other Pleading from the Defendant, ³⁻¹³ [WESTINGHOUSE CREDIT CORPORATION]

DATED at Miami, Dade County, Florida on this 2nd day of
April, 1979.

[Signature]

SHELDON B. PALLEY
Attorney for the Plaintiff
1497 Northwest 7th Street
Miami, Florida 33125

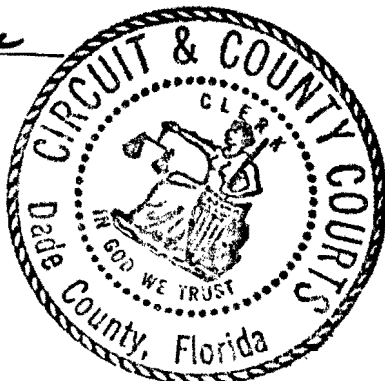
Telephone: 642-0722

DEFAULT
is herewith ordered against

Westinghouse Credit Corporation
for failure to file answer or other
pleadings.

Dated this 5 day of Apr 1979
RICHARD P. BRINKER
Clerk of the Circuit Court

By *[Signature]*
Deputy Clerk



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

JAMUN, INC., a Florida)
Plaintiff,)
VS)
ANTONIO CALATAYUD and MARIA)
CALATAYUD, his wife, et al)
Defendants.)

GENERAL JURISDICTION DIVISION
CASE NO. 79-1388

MOTION FOR DEFAULT

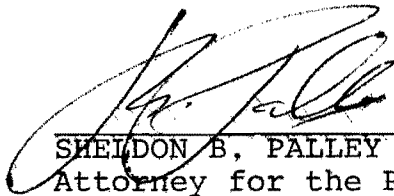
APR 2 23
11:40 AM

TO: THE CLERK

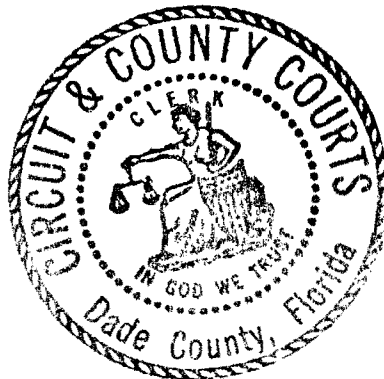
YOU WILL PLEASE ENTER a Default against the Defendant,
[EDUARDO RIVERA, for his failure to Answer or otherwise Plead
to the cause in this Petition.

I HEREBY CERTIFY that I have received no Answer or
any other Pleading from the Defendant, [2-22] [EDUARDO RIVERA.]

DATED at Miami, Dade County, Florida on this 2nd day
of April, 1979.


SHELDON B. PALLEY
Attorney for the Plaintiff
1497 Northwest 7th Street
Miami, Florida 33125

DEFAULT
is herewith entered against
Eduardo Rivera
for failure to file answer or other
pleadings.
Dated this 5 day of Apr, 1979
RICHARD P. BRINKER
Clerk of the Circuit Court
By *R. Brinker*
Deputy Clerk



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

JAMUN, INC., a Florida
Croperation,)

Plaintiff,)

VS)

ANTONIO CALATAYUD and MARIA
CALATAYUD, his wife, et al,)

Defendants.)

GENERAL JURISDICTION DIVISION

CASE NO. 79-1388

NON- MILITARY AFFIDAVIT

APR 23
P 2

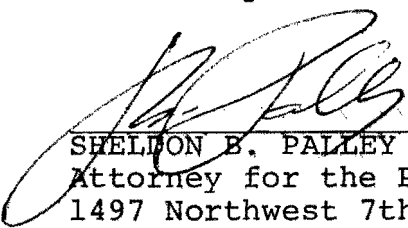
STATE OF FLORIDA)

ss.:

COUNTY OF DADE)

PERSONALLY APPEARED BEFORE me, SHELDON B. PALLEY, who, after
first being duly sworn upon oath, deposes and says as follows:

That the Defendant, EDUARDO RIVERA, is over the age of
twenty-one years of age (21), is sui-juris, and is not a member of
the Armed Forces of the United States or any of its Allies.



SHELDON B. PALLEY
Attorney for the Plaintiff
1497 Northwest 7th Street
Miami, Florida 33125

SWORN TO AND SUBSCRIBED TO before me
on this 2nd day of April, 1979,



NOTARY PUBLIC, State of Florida
at Large

My Commission Expires:

NOTARY PUBLIC STATE OF FLORIDA at LARGE
COMMISSION EXPIRES MAY 11, 1982
BONDED THRU MAYNARD BONDING AGENCY

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

NO. 79-1388

18

GENERAL JURISDICTION DIVISION

JAMUN, INC., a Florida
 corporation)

Plaintiff)

-vs-

ANTONIO CALATAYUD and
 MARIA CALATAYUD, his wife
 et al)

Defendant(s)

AFFIDAVIT IN PROOF OF

CLAIM OF DEFENDANT

FILED FOR RECORD
 MAR 12 11:15
 RICHARD P. BRINKER
 CLERK OF DISTRICT COURT
 COUNTY OF DADE, FLA.

STATE OF FLORIDA)
 : SS:
 COUNTY OF DADE)

BEFORE ME, the undersigned authority, personally appear-
 ed NORMAN S. PALLOT, who after being duly sworn under oath deposes
 and says:

THAT the Defendant DART INDUSTRIES, INC., d/b/a RALPH
 COMPANY
WILSO NPLASTICS secured a Judgment against the Defendant(s)
ANTONIO CALATAYUD and OSIEL GONZALEZ and
JOSE PRADO and NATIONAL CABINETS CO., a true copy of which is
 INC., a Florida corporation
 attached hereto.

THAT your Affiant was and is Attorney of record for the
 said Judgment Defendant and is personally familiar with the col-
 lection of said Judgment from the said Judgment Debtors.

No part of said Judgment has been paid ~~xxxxxxxxxxxxxxxx~~
 There is an unpaid balance due on said Judgment in the sum of
 \$ 3,528.50 plus legal interest thereon at 6% per annum from date
 of entry to date hereof, in sum of \$ 740.98, in sum total of
 \$ 4.269.48.

Norman S. Pallo

NORMAN S. PALLOT, Attorney for
 DART INDUSTRIES, INC.
 Suite # 128 - 7800 Red Road
 South Miami, Florida 33143
 666-5997

Sworn to and subscribed before
 me this 8th day of March, 19 79.

Ronald G. Bulmer
 Notary Public State of Florida
 My Commission Expires:

NOTARY PUBLIC STATE OF FLORIDA
 COMMISSION EXPIRES OCT. 13 1981
 ELECTED THRU GENERAL INS. UNDERWRITERS

CERTIFICATE OF MAILING to SHELDON B. PALLEY, Attorney
 for Plaintiff, at 1497 N.W. 7th St., Miami, Florida 33125, this
 8th day of March, 1979.

Norman S. Pallo

NORMAN S. PALLOT

75R248901

*File
page*

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

NO. 75-29971

DART INDUSTRIES, INC., a corporation, d/b/a RALPH WILSON PLASTICS COMPANY)

GENERAL JURISDICTION DIVISION

Plaintiff)

-vs-

AMENDED

ANTONIO CALATYUD and OSIEL GONZALEZ and JOSE PRADO and NATIONAL CABINETS CO., INC., a Florida corporation)

JUDGMENT

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

RICHARD P. BRINKER
CLERK CIRCUIT COURT

Defendants)

THIS CAUSE came on to be heard upon Complaint of the Plaintiff, upon due notice to the parties, and the Court being otherwise duly advised in the premises, finds in favor of the Plaintiff and against the Defendants, and it is therefore:

ORDERED and ADJUDGED as follows:

THAT the Plaintiff, DART INDUSTRIES, INC., a corporation d/b/a RALPH WILSON PLASTICS COMPANY, do have and recover from the Defendants ANTONIO CALATAYUD and OSIEL GONZALEZ, the principal sum of \$2,663.24 and interest in the sum of \$53.26, and reasonable attorney fees in the sum of \$ 750.00, and its court costs in the sum of \$62.00, for all of which let execution issue.

THAT the Plaintiff, DART INDUSTRIES, INC., a corporation d/b/a RALPH WILSON PLASTICS COMPANY, do have and recover of the Defendant, NATIONAL CABINETS CO., INC., a Florida corporation, the principal sum of \$2,663.24, and interest in the sum of \$53.26, and its court costs in the sum of \$62.00, for all of which let execution issue.

Done & ordered Oct 31st 1975

Nunc pro tunc to October 23, 1975.

~~DONE and ORDERED in Chambers at Miami, Dade County, Florida, this _____ day of November, 1975.~~

DAVID POPPER

JUDGE - Circuit Court

NORMAN S. PALLOT
ATTORNEY FOR PLAINTIFF
SUITE #128 - 7800 RED ROAD
SOUTH MIAMI, FLORIDA 33143
Tel. 666-5997

STATE OF FLORIDA)
COUNTY OF DADE)
This Copy is a true Copy of the Original on file in this Office. WITNESS my hand and Official Seal,
This 3 day of Dec A.D., 19 75
RICHARD P. BRINKER
Clerk Circuit Court.

By B. J. [Signature] D.C.

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

NO. 79-1388 18

JAMUN, INC., a Florida
corporation)
)
)
Plaintiff)
)
-vs-)
)
ANTONIO CALATAYUD and)
MARIA CALATAYUD, his wife,)
et al)
)
Defendant(s))

FILED FOR RECORD
79 MAR 12 11 15
RICHARD O. BRUNER
LEWIS, BRUNER & COMPANY, P.A.
ANSWER MADE SUBMIT TO CLERK'S OFFICE

COMES NOW, NORMAN S. PALLOT, as Attorney for _____


DART INDUSTRIES, INC., a corporation d/b/a RALPH WILSON PLASTICS COMPANY

and by way of Answer to Plaintiff's Complaint avers:

- 1) That it is without knowledge as to the allegations of Paragraphs 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, and 12
- 2) That it admits the allegations of Paragraph 13 of Plaintiff's Complaint, as to its claim but denies that it is inferior to the claim of the Plaintiff.
- 3) That its claim is superior to that of the other Defendants herein.

WHEREFORE, it prays:

- a) That an accounting be taken of the Defendant's obligation to the Plaintiff and that the said Defendant be permitted to share in the proceeds of sale as their interest may appear.
- b) For such other relief as may be meet.


NORMAN S. PALLOT, Attorney for
DART INDUSTRIES, INC.,
Suite # 128 - 7800 Red Road
South Miami, Florida 33143
666-5997

I HEREBY CERTIFY that a copy of the foregoing Answer was mailed to SHELDON B. PALLEY, Attorney for Plaintiff

at 1497 N.W. 7th St., Miami, Florida, this 8th day of March, 19 79.


NORMAN S. PALLOT

18

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

JAMUN, INC., a Florida Corporation)
)
)
)
 Plaintiff,)
 vs.)
)
 Antonio Calatayud and Maria Calatayud, his wife, et al.,)
)
 Defendants.)

CASE NO. 79-1388

ANSWER OF DEFENDANT
UNITED STATES OF AMERICA

RICHARD BRINKER
 ERIC BRINKER
 DADE COUNTY, FLORIDA
 MAR 31 1979
 FILED FOR RECORD

COMES NOW the Defendant, United States of America, on behalf of its Agency, Small Business Administration, by and through its undersigned attorneys, and for Answer to the Complaint filed in this cause, says:

1. That it does not have sufficient knowledge to form a belief as to the truth of the allegations in paragraphs 1, 2, 3, 4, 5, 6, 7, 8, 9, 11, 12, and 13, and requires strict proof of same.
2. With respect to the allegations of the existence of certain liens as set forth in paragraph 10 as it pertains to this Defendant, this Defendant admits that it is the owner and holder of a certain Note and Mortgage made to Republic National Bank of Miami as recorded August 15, 1974 in Official Records Book 8757, pages 75, et seq., and assigned to this Defendant by Assignment recorded March 31, 1976 in Official Records Book 9279, Page 964 all in the Public Records of Dade County, Florida; but denies that its lien is inferior. A copy of said Note, Mortgage and Assignment are attached as Exhibits "A", "B", and "C".
3. This Defendant says that the sum of \$47,920.02, plus interest of \$18,346.40 is due and owing as of February 8, 1979 with interest accruing thereafter at the daily rate of \$13.98 as stated in the attached Affidavit of Amount Due, and made a part hereof as Exhibit "D."

4. This Defendant asserts priority over all attorney's fees arising out of this foreclosure proceeding. United States v. Equitable Life, 304 U.S. 323 (1966); United States v. Pioneer American Insurance Co., 374 U.S. 84 (1963); United States v. Bond, 279 F.2d 537 (C.A. 4); United States v. First Federal Savings and Loan Association of St. Petersburg, 155 So.2d 192 (DCA Fla., 1963); The T.H. Rogers Lumber Co. v. Apel, 468 F.2d 14 (CA 10, 1972); U.S. v. Gen Douglas MacArthur Senior Village, Inc., (CA 2, No. 72-1433, Dec.5, 1972).

5. This Defendant asserts its right of redemption accorded the United States of America under the provisions of Title 28, United States Code, Section 2410(c) allowing it one year from date of sale within which to redeem.

WHEREFORE, having fully answered, Defendant, United States of America, prays that this Court adjudicate the equities of the various parties to this suit, and that if the property involved herein is sold, that it be sold free and clear of all liens and encumbrances, save the right of redemption within one year from date of sale, vested in the United States of America by statute, and the proceeds derived from said sale be applied to the payment of the liens of the various parties to this cause in accordance with their respective priorities; and that in the event this Defendant is the successful bidder at such foreclosure sale, that it be allowed thirty (30) days in which to deliver a Treasury Check in payment of the amount of its bid, and that said Defendant have such other and further relief as to this Court may seem just and proper, the premises considered.

J. V. ESKENAZI
UNITED STATES ATTORNEY

By: *Marjorie L. Ames*

Assistant United States Attorney
300 Ainsley Building
14 Northeast First Avenue
Miami, Florida 33132

OF COUNSEL:

Monroe D. Kiar
District Office Attorney
Small Business Administration
2222 Ponce de Leon Boulevard
Coral Gables, Florida 33134

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a true copy of the foregoing was mailed
this 27 day of February, 1979 to:

SHELDON B. PALLEY
1497 Northwest 7th Street
Miami, Florida 33125

J. V. ESKENAZI
UNITED STATES ATTORNEY

By: Mervyn L Ames
MERVYN L AMES
Assistant United States Attorney
300 Ainsley Building
14 N.E. 1st Avenue
Miami, Florida 33132

SBA LOAN NUMBER
GPME 680,645-10-09,MIA

NOTE

Miami, Florida
(City and State)

\$ 50,000.00

(Date) Aug 16, 19 74

For value received, the undersigned promises to pay to the order of REPUBLIC NATIONAL BANK OF MIAMI
A National Banking Association
(Incorporated)

at its office in the city of Miami, State of Florida

or at holder's option, at such other place as may be designated from time to time by the holder _____

FIFTY THOUSAND (\$50,000.00) dollars,
(Write out amount)

with interest on unpaid principal computed from the date of each advance to the undersigned at the rate of 10 1/2 percent
per annum, payment to be made in installments as follows:

Installments, including principal and interest, each in
the amount of \$1,103.00, payable monthly, beginning
THREE (3) months from date, each said install-
ment to be first applied to interest accrued to the date
of receipt of said installment, and the balance, if any,
to principal, and the balance of principal and interest
payable on or before FIVE (5) years from date.

Payment of any installment of principal or interest owing on this Note may be made prior to the maturity date thereof without penalty.

The term "Indebtedness" as used herein shall mean the indebtedness evidenced by this Note, including principal, interest, and expenses, whether contingent, now due or hereafter to become due and whether heretofore or contemporaneously herewith or hereafter contracted. The term "Collateral" as used in this Note shall mean any funds, guaranties, or other property or rights therein of any nature whatsoever or the proceeds thereof which may have been, are, or hereafter may be, hypothecated, directly or indirectly by the undersigned or others, in connection with, or as security for, the Indebtedness or any part thereof. The Collateral, and each part thereof, shall secure the Indebtedness and each part thereof. The covenants and conditions set forth or referred to in any and all instruments of hypothecation constituting the Collateral are hereby incorporated in this Note as covenants and conditions of the undersigned with the same force and effect as though such covenants and conditions were fully set forth herein.

The Indebtedness shall immediately become due and payable, without notice or demand, upon the appointment of a receiver or liquidator, whether voluntary or involuntary, for the undersigned or for any of its property, or upon the filing of a petition by or against the undersigned under the provisions of any State insolvency law or under the provisions of the Bankruptcy Act of 1898, as amended, or upon the making by the undersigned of an assignment for the benefit of its creditors. Holder is authorized to declare all or any part of the Indebtedness immediately due and payable upon the happening of any of the following events:
(1) Failure to pay any part of the Indebtedness when due; (2) nonperformance by the undersigned of any agreement with, or any condition imposed by, Holder or Small Business Administration (hereinafter called "SBA"), or either of them, with respect to the Indebtedness; (3) Holder's discovery of the undersigned's failure in any application of the undersigned to Holder or SBA to disclose any fact deemed by Holder to be material or of the making therein or in any of the said agreements, or in any affidavit or other documents submitted in connection with said application or the indebtedness, of any misrepresentation by, on behalf of, or for the benefit of the undersigned; (4) the reorganization (other than a reorganization pursuant to any of the provisions of the Bankruptcy Act of 1898, as amended) or merger or consolidation of the undersigned (or the making of any agreement therefor) without the prior written consent of Holder; (5) the undersigned's failure duly to account, to Holder's satisfaction, at such time or times as Holder may require, for any of the Collateral, or proceeds thereof, coming into the control of the undersigned; or (6) the institution of any suit affecting the undersigned deemed by Holder to affect adversely its interest hereunder in the Collateral or otherwise. Holder's failure to exercise its rights under this paragraph shall not constitute a waiver thereof.

OK/M

Exhibit "A"

Upon the nonpayment of the Indebtedness, or any part thereof, when due, whether by acceleration or otherwise, Holder is empowered to sell, assign, and deliver the whole or any part of the Collateral at public or private sale, without demand, advertisement or notice of the time or place of sale or of any adjournment thereof, which are hereby expressly waived. After deducting all expenses incidental to or arising from such sale or sales, Holder may apply the residue of the proceeds thereof to the payment of the Indebtedness, as it shall deem proper, returning the excess, if any, to the undersigned. The undersigned hereby waives all right of redemption or appraisal whether before or after sale.

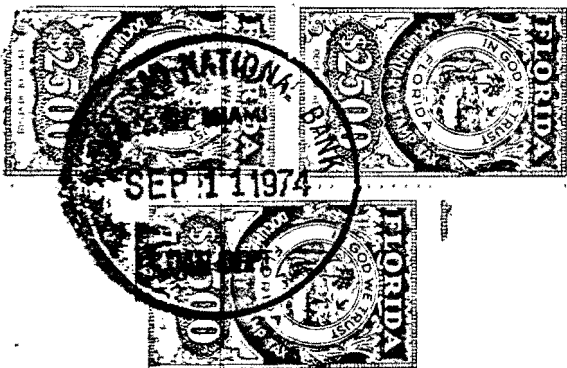
Holder is further empowered, to collect or cause to be collected or otherwise to be converted into money all or any part of the Collateral, by suit or otherwise, and to surrender, compromise, release, renew, extend, exchange, or substitute any item of the Collateral in transactions with the undersigned or any third party, irrespective of any assignment thereof by the undersigned, and without prior notice to or consent of the undersigned or any assignee. Whenever any item of the Collateral shall not be paid when due, or otherwise shall be in default, whether or not the indebtedness, or any part thereof, has become due, Holder shall have the same rights and powers with respect to such item of the Collateral as are granted in respect thereof in this paragraph in case of nonpayment of the Indebtedness, or any part thereof, when due. None of the rights, remedies, privileges, or powers of Holder expressly provided for herein shall be exclusive, but each of them shall be cumulative with and in addition to every other right, remedy, privilege, and power now or hereafter existing in favor of Holder, whether at law or in equity, by statute or otherwise.

The undersigned agrees to take all necessary steps to administer, supervise, preserve, and protect the Collateral; and regardless of any action taken by Holder, there shall be no duty upon Holder in this respect. The undersigned shall pay all expenses of any nature, whether incurred in or out of court, and whether incurred before or after this Note shall become due at its maturity date or otherwise, including but not limited to reasonable attorney's fees and costs, which Holder may deem necessary or proper in connection with the satisfaction of the Indebtedness or the administration, supervision, preservation, protection of (including, but not limited to, the maintenance of adequate insurance) or the realization upon the Collateral. Holder is authorized to pay at any time and from time to time any or all of such expenses, add the amount of such payment to the amount of the Indebtedness, and charge interest thereon at the rate specified herein with respect to the principal amount of this Note.

The security rights of Holder and its assigns hereunder shall not be impaired by Holder's sale, hypothecation or rehypothecation of any note of the undersigned or any item of the Collateral, or by any indulgence, including but not limited to (a) any renewal, extension, or modification which Holder may grant with respect to the Indebtedness or any part thereof, or (b) any surrender, compromise, release, renewal, extension, exchange, or substitution which Holder may grant in respect of the Collateral, or (c) any indulgence granted in respect of any endorser, guarantor, or surety. The purchaser, assignee, transferee, or pledgee of this Note, the Collateral, any guaranty, and any other document (or any of them), sold, assigned, transferred, pledged, or repledged, shall forthwith become vested with and entitled to exercise all the powers and rights given by this Note and all applications of the undersigned to Holder or SBA, as if said purchaser, assignee, transferee, or pledgee were originally named as Payee in this Note and in said application or applications.

This promissory note is given to secure a loan which SBA is making or in which it is participating and, pursuant to Part 101 of the Rules and Regulations of SBA (13 C.F.R. 101.1(d)), this instrument is to be construed and (when SBA is the Holder or a party) in interest) enforced in accordance with applicable Federal law.

INSPECTED
R. N. B.
AUDITING DEPT.
Date SEP 11 1974



Without recourse pay to the order of **NATIONAL CABINET COMPANY, INC.**
of Small Business Administration a Florida Corporation
Miami Fla., June 30th 1975

Julio C. Fernandez
By: *Julio C. Fernandez*

By: *[Signature]*
President

By: *[Signature]*
Vice-President

By: *[Signature]*
Secretary

Note.—Corporate applicants must execute Note, in corporate name, by duly authorized officer, and seal must be affixed and duly attested; partnership applicants must execute Note in firm name, together with signature of a general partner.

MORTGAGE (Participation)

This mortgage made and entered into this 12 day of August 19 74, by and between

Antonio Calatayud and Maria T. Calatayud, his wife (hereinafter referred to as mortgagor) and

FEDERAL NATIONAL BANK OF MIAMI, a National Banking Assoc. (hereinafter referred to as mortgagee), who maintains an office and place of business at
10 Northwest 42nd Avenue, Miami, Florida 33126

WITNESSETH, that for the consideration hereinafter stated, receipt of which is hereby acknowledged, the mortgagor does hereby mortgage, sell, grant, assign, and convey unto the mortgagee, his successors and assigns, all of the following described property situated and being in the County of Dade, State of Florida

Lots 31 and 32 and a part of Lot 33, in Block 3, of FLAGAMI, according to the Plat thereof, recorded in Plat Book 10 at Page 51 of the Public Records of Dade County, Florida

a/k/a

420 Flagami Boulevard, Miami, Florida

A copy of Note is attached
Documentary Stamps are affixed to original Note and cancelled.

Received 100.00 in payment of taxes due on Class "C" Intangible Personal property, pursuant to Chapter 199, Laws of Florida Acts of 1968.
RICHARD P. BRINKER, Clerk, Dade Co., Fla.

C. Dutton 8-15-74
Deputy

Together with and including all buildings, all fixtures including but not limited to all plumbing, heating, lighting, ventilating, refrigerating, incinerating, air conditioning apparatus, and elevators (the mortgagor hereby declaring that it is intended that the items herein enumerated shall be deemed to have been permanently installed as part of the realty), and all improvements now or hereafter existing thereon; the hereditaments and appurtenances and all other rights thereunto belonging, or in anywise appertaining, and the reversion and reversions, remainder and remainders, all rights of redemption, and the rents, issues, and profits of the above described property (provided, however, that the mortgagor shall be entitled to the possession of said property and to collect and retain the rents, issues, and profits until default hereunder). To have and to hold the same unto the mortgagee and the successors in interest of the mortgagee forever in fee simple or such other estate, if any, as is stated herein.

The mortgagor covenants that he is lawfully seized and possessed of and has the right to sell and convey said property; that the same is free from all encumbrances except as hereinabove recited; and that he hereby binds himself and his successors in interest to warrant and defend the title aforesaid thereto and every part thereof against the claims of all persons whomsoever.

This instrument is given to secure the payment of a promissory note dated August 1974 in the principal sum of \$ 50,000.00, signed by Antonio Calatayud & Maria T., his wife in behalf of National Cabinet Company, Inc., a Florida Corporation

This Instrument Prepared By: Barry M. Elkin
Paul, Landy & Beiley
200 Southeast First Street
Miami, Florida 33131

Exhibit "B"

Said promissory note was given to secure a loan in which the Small Business Administration, an agency of the United States of America, has participated. In compliance with section 101.1(d) of the Rules and Regulations of the Small Business Administration [13 C.F.R. 101.1(d)], this instrument is to be construed and enforced in accordance with applicable Federal law.

1. The mortgagor covenants and agrees as follows:

a. He will promptly pay the indebtedness evidenced by said promissory note at the times and in the manner therein provided.

b. He will pay all taxes, assessments, water rates, and other governmental or municipal charges, fines, or impositions, for which provision has not been made hereinbefore, and will promptly deliver the official receipts therefor to the said mortgagee.

c. He will pay such expenses and fees as may be incurred in the protection and maintenance of said property, including the fees of any attorney employed by the mortgagee for the collection of any or all of the indebtedness hereby secured, or foreclosure by mortgagee's sale, or court proceedings, or in any other litigation or proceeding affecting said property. Attorneys' fees reasonably incurred in any other way shall be paid by the mortgagor.

d. For better security of the indebtedness hereby secured, upon the request of the mortgagee, its successors or assigns, he shall execute and deliver a supplemental mortgage or mortgages covering any additions, improvements, or betterments made to the property hereinabove described and all property acquired by it after the date hereof (all in form satisfactory to mortgagee). Furthermore, should mortgagor fail to cure any default in the payment of a prior or inferior encumbrance on the property described by this instrument, mortgagor hereby agrees to permit mortgagee to cure such default, but mortgagee is not obligated to do so; and such advances shall become part of the indebtedness secured by this instrument, subject to the same terms and conditions.

e. The rights created by this conveyance shall remain in full force and effect during any postponement or extension of the time of the payment of the indebtedness evidenced by said promissory note or any part thereof secured hereby.

f. He will continuously maintain hazard insurance, of such type or types and in such amounts as the mortgagee may from time to time require on the improvements now or hereafter on said property, and will pay promptly when due any premiums therefor. All insurance shall be carried in companies acceptable to mortgagee and the policies and renewals thereof shall be held by mortgagee and have attached thereto loss payable clauses in favor of and in form acceptable to the mortgagee. In event of loss, mortgagor will give immediate notice in writing 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 or destroyed. In event of foreclosure of this mortgage, or other transfer of title to said 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 mortgagee or, at the option of the mortgagee, may be surrendered for a refund.

g. He will keep all buildings and other improvements on said property in good repair and condition; will permit, commit, or suffer no waste, impairment, deterioration of said property or any part thereof; in the event of failure of the mortgagor to keep the buildings on said premises and those erected on said premises, or improvements thereon, in good repair, the mortgagee may make such repairs as in its discretion it may deem necessary for the proper preservation thereof; and the full amount of each and every such payment shall be immediately due and payable; and shall be secured by the lien of this mortgage.

h. He will not voluntarily create or permit to be created against the property subject to this mortgage any lien or liens inferior or superior to the lien of this mortgage without the written consent of the mortgagee; and further, that he will keep and maintain the same free from the claim of all persons supplying labor or materials for construction of any and all buildings or improvements now being erected or to be erected on said premises.

i. He will not rent or assign any part of the rent of said mortgaged property or demolish, or remove, or substantially alter any building without the written consent of the mortgagee.

j. All awards of damages in connection with any condemnation for public use of or injury to any of the property subject to this mortgage are hereby assigned and shall be paid to mortgagee, who may apply the same to payment of the installments last due under said note, and mortgagee is hereby authorized, in the name of the mortgagor, to execute and deliver valid acquittances thereof and to appeal from any such award.

k. The mortgagee shall have the right to inspect the mortgaged premises at any reasonable time.

2. Default in any of the covenants or conditions of this instrument or of the note or loan agreement secured hereby shall terminate the mortgagor's right to possession, use, and enjoyment of the property, at the option of the mortgagee or his assigns (it being agreed that the mortgagor shall have such right until default). Upon any such default, the mortgagee shall become the owner of all of the rents and profits accruing after default as security for the indebtedness secured hereby, with the right to enter upon said property for the purpose of collecting such rents and profits. This instrument shall operate as an assignment of any rentals on said property to that extent.

RECORDED
MAY 12 1945

3. The mortgagor covenants and agrees that if he shall fail to pay said indebtedness or any part thereof when due, or shall fail to perform any covenant or agreement of this instrument or the promissory note secured hereby, the entire indebtedness hereby secured shall immediately become due, payable, and collectible without notice, at the option of the mortgagee or assigns, regardless of maturity, and the mortgagee or his assigns may before or after entry sell said property without appraisal (the mortgagor having waived and assigned to the mortgagee all rights of appraisal):

(i) at a public sale pursuant to the provisions of 28 U.S.C. 2001 (a); or

(ii) at the option of the mortgagee, either by auction or by solicitation of sealed bids, for the highest and best bid complying with the terms of sale and manner of payment specified in the published notice of sale, first giving four weeks' notice of the time, terms, and place of such sale, by advertisement not less than once during each of said four weeks in a newspaper published or distributed in the county in which said property is situated, all other notice being hereby waived by the mortgagor (and said mortgagee, or any person on behalf of said mortgagee, may bid with the unpaid indebtedness evidenced by said note). Said sale shall be held at or on the property to be sold or at the Federal, county, or city courthouse for the county in which the property is located. The mortgagee is hereby authorized to execute for and on behalf of the mortgagor and to deliver to the purchaser at such sale a sufficient conveyance of said property, which conveyance shall contain recitals as to the happening of the default upon which the execution of the power of sale herein granted depends; and the said mortgagor hereby constitutes and appoints the mortgagee or any agent or attorney of the mortgagee, the agent and attorney in fact of said mortgagor to make such recitals and to execute said conveyance and hereby covenants and agrees that the recitals so made shall be effectual to bar all equity or right of redemption, homestead, dower, and all other exemptions of the mortgagor, all of which are hereby expressly waived and conveyed to the mortgagee; or

(iii) take any other appropriate action pursuant to state or Federal statute either in state or Federal court or otherwise for the disposition of the property.

In the event of a sale as hereinbefore provided, the mortgagor or any persons in possession under the mortgagor shall then become and be tenants holding over and shall forthwith deliver possession to the purchaser at such sale or be summarily dispossessed, in accordance with the provisions of law applicable to tenants holding over. The power and agency hereby granted are coupled with an interest and are irrevocable by death or otherwise, and are granted as cumulative to the remedies for collection of said indebtedness provided by law.

4. The proceeds of any sale of said property in accordance with the preceding paragraphs shall be applied first to pay the costs and expenses of said sale, the expenses incurred by the mortgagee for the purpose of protecting or maintaining said property, and reasonable attorneys' fees; secondly, to pay the indebtedness secured hereby; and thirdly, to pay any surplus or excess to the person or persons legally entitled thereto.

5. In the event said property is sold at a judicial foreclosure sale or pursuant to the power of sale hereinabove granted, and the proceeds are not sufficient to pay the total indebtedness secured by this instrument and evidenced by said promissory note, the mortgagee will be entitled to a deficiency judgment for the amount of the *deficiency without regard to appraisal*.

6. In the event the mortgagor fails to pay any Federal, state, or local tax assessment, income tax or other tax lien, charge, fee, or other expense charged against the property the mortgagee is hereby authorized at his option to pay the same. Any sums so paid by the mortgagee shall be added to and become a part of the principal amount of the indebtedness evidenced by said note, subject to the same terms and conditions. If the mortgagor shall pay and discharge the indebtedness evidenced by said promissory note, and shall pay such sums and shall discharge all taxes and liens and the costs, fees, and expenses of making, enforcing, and executing this mortgage, then this mortgage shall be canceled and surrendered.

7. The covenants herein contained shall bind and the benefits and advantages shall inure to the respective successors and assigns of the parties hereto. Whenever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall include all genders.

8. No waiver of any covenant herein or of the obligation secured hereby shall at any time thereafter be held to be a waiver of the terms hereof or of the note secured hereby.

9. A judicial decree, order, or judgment holding any provision or portion of this instrument invalid or unenforceable shall not in any way impair or preclude the enforcement of the remaining provisions or portions of this instrument.

10. Any written notice to be issued to the mortgagor pursuant to the provisions of this instrument shall be addressed to the mortgagor at _____ and any written notice to be issued to the mortgagee shall be addressed to the mortgagee at _____

IN WITNESS WHEREOF, the mortgagor has executed this instrument and the mortgagee has accepted delivery of this instrument as of the day and year aforesaid.

Antonio Calatayud
Antonio Calatayud

Maria T. Calatayud
Maria T. Calatayud, his wife

Executed and delivered in the presence of the following witnesses:

Frank J. ...
...

(Add Appropriate Acknowledgment)

STATE OF FLORIDA)
COUNTY OF DADE) SS:-

BEFORE ME, the undersigned authority, personally appeared ANONION CALATAUYD and MARIA T. CALATAUYD, his wife, who acknowledged before me that they executed the foregoing instrument for the purposes therein expressed.

DATED this 12th day of August, 1974.

Frank J. ...
NOTARY PUBLIC
STATE OF FLORIDA AT LARGE

My Commission Expires:

2/18/77

RECORDED IN OFFICIAL RECORDS BOOK
OF DADE COUNTY, FLORIDA.
RECORD VERIFIED
RICHARD P. BRINKER,
CLERK CIRCUIT COURT

MORTGAGE

TO

RECORDING DATA

RETURN TO:

Name

Address

Know All Men By These Presents:

That REPUBLIC NATIONAL BANK OF MIAMI, a National Banking Association

~~corporation existing under the laws of the State of~~

, party

of the first part, in consideration of the sum of Ten and 00/100 (\$10.00)

Dollars,

and other valuable considerations, received from or on behalf of SMALL BUSINESS ADMINISTRATION

of the second part, at or before the ensembling and delivery of these presents, the receipt whereof is hereby acknowledged, does hereby grant, bargain, sell, assign, transfer and vest over unto the said party of the second part a certain mortgage bearing date the 12th day of August A. D. 19 74 made by Antonio Calatayud and Maria T. Calatayud, his wife

in favor of REPUBLIC NATIONAL BANK OF MIAMI, a National Banking Association and recorded in Official Records Book 8757, page 75, public records of Dade County, Florida, upon the following described piece or parcel of land, situate and being in said County and State, to-wit:

Lot 31 and 32 and a part of Lot 33, in Block 3, of FLAGAMI, according to the Plat thereof, recorded in Plat Book 10 at Page 51 of the Public Records of Dade County, Florida

a/k/a 420 Flagami Boulevard, Miami, Florida

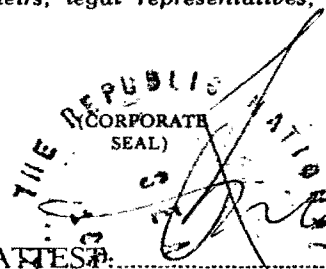
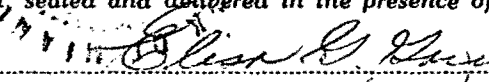
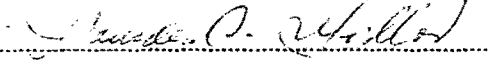
RECORDED IN OFFICIAL RECORDS BOOK OF DADE COUNTY, FLORIDA. RECORD VERIFIED RICHARD P. BRINKER, CLERK CIRCUIT COURT


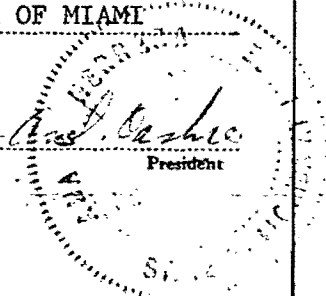
Together with the note or obligation described in said mortgage, and the moneys due and to become due thereon, ~~with interest from the~~ ~~xxxxxx~~ ~~xxxxxx~~

To Have and to Hold the same unto the said party of the second part, its heirs, legal representatives, successors and assigns forever.

In Witness Whereof

the party of the first part has caused these presents to be executed in its name, and its corporate seal to be hereunto affixed, by its proper officers thereunto duly authorized, the 29th day of March, A. D. 1976.

ATTEST:  Secretary
Signed, sealed and delivered in the presence of:



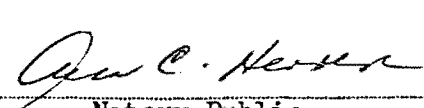
REPUBLIC NATIONAL BANK OF MIAMI
By  President


STATE OF FLORIDA
COUNTY OF DADE

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared Roberto Gonzalez Blanco and Rene Gonzalez

well known to me to be the Sr. Vice-President and Assistant Cashier, respectively of the corporation named as party of the first part in the foregoing instrument, and that they severally acknowledged executing the same in the presence of two subscribing witnesses freely and voluntarily under authority duly vested in them by said corporation and that the seal affixed thereto is the true corporate seal of said corporation.

WITNESS my hand and official seal in the County and State last aforesaid this 29 day of March, A. D. 1976.


Notary Public
Notary Public State of Florida at Large
My Commission Expires June 16, 1978.

This Instrument prepared by:
Address

THIS INSTRUMENT WAS PREPARED UNDER THE SUPERVISION OF MORRIS M. KEAN DISTRICT COUNSEL, SMALL BUSINESS ADMINISTRATION, MIAMI, FLORIDA

Handwritten mark

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

JAMUN, INC., a Florida Corporation)
Plaintiff,)
vs.)
Antonio Calatayud and Maria Calatayud, his wife, et al.,)
Defendants.)

CASE NO. 79-1388

AFFIDAVIT OF AMOUNT DUE

STATE OF FLORIDA)
COUNTY OF DADE)

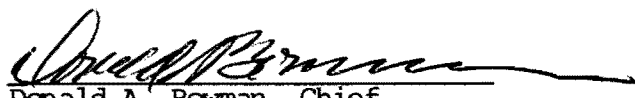
Donald A. Bowman of Coral Gables, Dade County, Florida, having been duly sworn, deposes and says:

1. That he is the District Chief, Portfolio Management Division of the Miami, Florida District Office of Small Business Administration, an Agency of the United States of America, pursuant to Title 15, United States Code, Section 631 et seq., and that as such is duly authorized, pursuant to 43 Federal Register 55220, to make this Affidavit.


2. That Small Business Administration is the holder and owner of that certain Promissory Note, dated August 16, 1974, in the original principal amount of \$50,000.00, executed by National Cabinet Company, Inc., to Republic National Bank of Miami, which said Note as set forth as Defendant United States of America's Exhibit "A" in this cause, has been endorsed, without recourse, to Small Business Administration.

3. That Small Business Administration is the holder and owner of that certain real property Mortgage referred to in paragraph 10 of the Complaint, heretofore filed in this cause, securing the above described Note.

4. That there is presently due and owing on the promissory Note referred to in Paragraph two above, a principal balance of \$47,920.02, plus accrued interest of \$18,346.40, as of February 8, 1979, with a daily interest accrual thereafter of \$13.98.


Donald A. Bowman, Chief
Portfolio Management Division
Miami District Office

Sworn to and subscribed before me
this 13th day of FEBRUARY, 1979.


Notary Public, State of Florida at Large
My Commission Expires:

18
79 MAR 5 5:46
FILED FOR RECORD
Dade County, Florida

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

JAMUN, INC., a Florida
corporation,

Plaintiffs,

VS

ANTONIO CALATAYUD and
MARIA CALATAYUD, his wife,
et al,

Defendants.

) GENERAL JURISDICTION DIVISION

) CASE NO. 79-1388

18

) ANSWER of the DEFENDANTS
) ANTONIO CALATAYUD and MARIA CALATAYUD,
) his wife

FILED FOR RECORD
MAR 5 2 1979
CLERK OF DISTRICT COURT
DADE COUNTY, FLORIDA

COME NOW THE Defendant, ANTONIO CALATAYUD and MARIA CALATAYUD, his wife, and hereby Answer the Complaint of the Plaintiff as follows:

1. Defendants, ANTONIO CALATAYUD and MARIA CALATAYUD, his wife, hereby deny and demand strict proof of Paragraphs Nos. 1, 2, 4, 5, 6, 7, 8, 9, 10, 11, 12, and 13th of the Complaint.

2. Defendants, ANTONIO CALATAYUD and MARIA CALATAYUD, his wife, hereby admit Paragraph No. 3.

DATED at Miami, Dade County, Florida, this 22nd day of February, 1979.

Antonio Calatayud
ANTONIO CALATAYUD

Maria Calatayud
MARIA CALATAYUD, his wife

CERTIFICATE OF SERVICE

WE HEREBY CERTIFY that a true and correct copy of the above and foregoing was mailed to SHELDON B. PALLEY, attorney for the Plaintiff, JAMUN, INC., a Florida corporation on this 22nd day of February, 1979 at 1497 Northwest 7th Street, Miami, Florida.

Antonio Calatayud
ANTONIO CALATAYUD

Maria Calatayud
MARIA CALATAYUD, his wife

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

CASE NO. ~~79-1388~~

**JAMUN, INC., a Florida
Corporation,**

18

GENERAL JURISDICTION DIVISION

Plaintiff

-vs-

**ANTONIO CALATAYUD and
MARIA CALATAYUD, his wife,
et al,**

**CIVIL ACTION
SUMMONS**

RICHARD P. BRINKEN
CLERK
CIRCUIT COURT
DADE COUNTY
FLORIDA
JAN 23 AM 10 16

RECORD

Defendant s

THE STATE OF FLORIDA:

To All and Singular the Sheriffs of the State:

YOU ARE HEREBY COMMANDED to serve this summons and a copy of the complaint or petition
in this action on defendant:

THE UNITED STATES OF AMERICA

**Please Serve: J. V. ESKENAZI, ESQUIRE
U. S. ATTORNEY
300 Ainsley Building
14 N. E. First Avenue
Miami, Florida**

Each defendant is required to serve written defenses to the complaint or petition on Plaintiff's
attorney, to wit:

whose address is: **SHELDON B. PALLEY
1497 Northwest 7th Street
Miami, Florida 33125
Telephone: 642-0722**

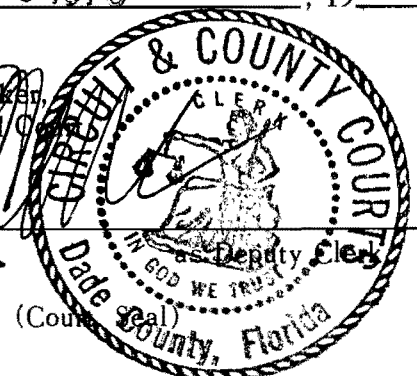
60

within ~~30~~ days after service of this summons on that defendant, exclusive of the day of service,
and to file the original of the defenses with the Clerk of this Court either before service on
Plaintiff's attorney or immediately thereafter. If a defendant fails to do so, a default will be
entered against that defendant for the relief demanded in the complaint or petition.

WITNESS my hand and the seal of said Court on JAN 23 1979, 19

Richard P. Brinken,
as Clerk of said Court

by: _____



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

79- 1388

CASE NO. _____

**JAMUN, INC., a Florida
Corporation**

GENERAL JURISDICTION DIVISION

Plaintiff

-vs-

**CIVIL ACTION
SUMMONS**

**ANTONIO CALATAYUD and
MARIA CALATAYUD, his wife,
et al**

Defendant^s

RECORDED
FEB 22 AM 11 43
MICHAEL BRINKER
CLERK
CIRCUIT & COUNTY COURTS
DADE COUNTY, FLORIDA

THE STATE OF FLORIDA:

To All and Singular the Sheriffs of the State:

YOU ARE HEREBY COMMANDED to serve this summons and a copy of the complaint or petition in this action on defendant:

WESTINGHOUSE CREDIT CORPORATION

Please Serve: C T Corporation System
Resident Agent: 100 Biscayne Boulevard
Miami, Florida

Each defendant is required to serve written defenses to the complaint or petition on Plaintiff's attorney, to wit: **SHELDON B. PALLEY**

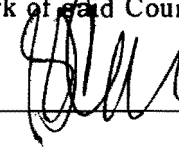
whose address is: **1497 Northwest 7th Street
Miami, Florida 33125
Telephone: 642-0722**

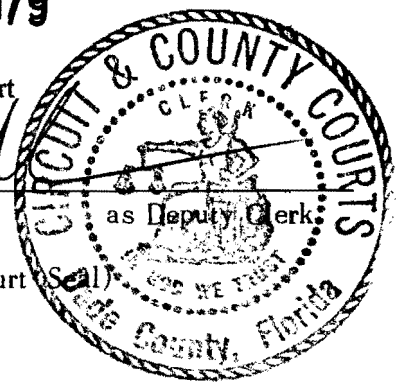
within 20 days after service of this summons on that defendant, exclusive of the day of service, and to file the original of the defenses with the Clerk of this Court either before service on Plaintiff's attorney or immediately thereafter. If a defendant fails to do so, a default will be entered against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

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

JAN 23 1979

Richard P. Brinker,
as Clerk of said Court

by: 



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

79-1388 18

JAMUN, INC., a Florida
Corporation,

CASE NO. _____

GENERAL JURISDICTION DIVISION

Plaintiff

-vs-

ANTONIO CALATAYUD and
MARIA CALATAYUD, his wife;
and EDUARDO RIVERA, et al

CIVIL ACTION
SUMMONS

RICHARD P. BRINKER
CLERK, CIRCUIT & COUNTY COURTS
DADE COUNTY, FLORIDA
FEB -5 AM 11:57
RECORD

Defendant s

THE STATE OF FLORIDA:

To All and Singular the Sheriffs of the State:

YOU ARE HEREBY COMMANDED to serve this summons and a copy of the complaint or petition
in this action on defendant:

EDUARDO RIVERA
420 Flagami Boulevard
Miami, Florida

Each defendant is required to serve written defenses to the complaint or petition on Plaintiff's
attorney, to wit: **SHELDON B. PALLEY**

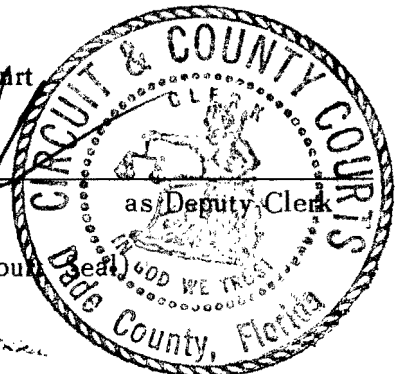
whose address is: **1497 Northwest 7th Street**
Miami, Florida 33125
Telephone: 642-0722

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

WITNESS my hand and the seal of said Court on JAN 23 1979, 19__

Richard P. Brinker,
as Clerk of said Court

by: _____



18

JAMUN, INC., a Florida Corporation,

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

Plaintiff,

) CASE NO. 79- 1388

VS

)

ANTONIO CALATAYUD and MARIA CALATAYUD, his wife and EDUARDO RIVER; THE UNITED STATES OF AMERICA on behalf of SMALL BUSINESS ADMINISTRATION, an Agency, of THE UNITED STATES OF AMERICA, AMERICAN EXPRESS COMPANY; WESTINGHOUSE CREDIT CORPORATION; and DART INDUSTRIES, INC.,

GENERAL JURISDICTION DIVISION

NOTICE OF LIS PENDENS

RICHARD P. BRINKER CLERK OF CIRCUIT COURT DADE COUNTY, FLA.

79 JAN 23 11:14

FILED FOR RECORD

TO THE ABOVE-NAMED DEFENDANT AND ALL OTHERS WHOM IT MAY CONCERN:

YOU ARE HEREBY NOTIFIED that a suit was instituted by the above-named Plaintiff against the above-named Defendant on the 22nd day of January, 1979, in the above-entitled Court, in the above identified cause involving the following-described property, situate, lying and being in DADE County, Florida, to wit:

Lots 31, 32, and part of Lot 33, in Block 3, FLAGAMI, according to the Plat thereof, as recorded in Plat Book 10, at Page 51, of the Public Records of Dade County, Florida, a/k/a 420 Flagami Boulevard, Miami, Florida.

Including the building and appurtenances located thereon, and together with the furniture, furnishings, and fixtures situate therein, and located thereon.

The relief sought as to said property is to foreclose a mortgage encumbering same.

PLEASE GOVERN YOURSELF ACCORDINGLY.

SHELDON B. PALLEY Attorney for Plaintiff 1497 Northwest 7th Street Miami, Florida 33125 642-0722

RECORDED IN OFFICIAL RECORDS BOOK OF DADE COUNTY, FLORIDA RECORD VERIFIED RICHARD P. BRINKER CLERK CIRCUIT COURT

Case #	CAS# 4 79 1388	Tr. #	Reg.	Empl #
Circuit	County	Westinghouse Credit Corp.		
Court	To Be Served			
Type of Writ	S (5B) 100 Bisc. Blvd.	3402/233 13	CASE # DOCK	
Court Date	Zone	Address		
	Jamun, Inc.	Plaintiff		
Posted	Antonio Calatayud et al		Defendant	
Number of Services	1	Pocket Number 393881 Refer to this docket number when filing as alias or pluries.		
See	Co-Defendant	39388		
Dep.	No Dep.	Mail To:	3402/232/16/78	
		Sheldon B. Palley 1497 N. W. 7 St. Miami, Fla. 33125		
		Tr. #	Date	Total Rec'd.

Received this process on 2/15/79 (DATE) Served No Serviced Returned the same, on 21 Feb 79 (DATE) at 10:00 A (TIME) M.

on Westinghouse Credit Corp. (NAME) in Dade County, Florida.

- INDIVIDUAL SERVICE: By serving the within named person a copy of the writ, and a copy of the complaint, petition or initial pleading.
- SUBSTITUTE SERVICE: By serving a copy of this writ, and a copy of the complaint, petition, or initial pleading at the defendant's usual place of abode, on a member of his family the age of fifteen years or older to wit: _____ and informing such person of their contents.

CORPORATE SERVICE: By serving a copy of this writ and a copy of plaintiff's initial pleading on A. Allen, Asst. Secy, et Corp. (PARTY SERVED) as Reg. Agent (POSITION) of defendant corporation in the absence of any superior officer as defined in the Florida Statutes.

- POSTED RESIDENTIAL: By attaching a copy of this writ, together with a copy of the complaint or petition, to a conspicuous place on the property described within. The above named tenant could not be found and there was no person of tenant's family, fifteen years or older at _____ (ADDRESS POSTED) the usual place of abode in Dade County, Florida, upon whom service could be made.

- WITNESS SUBPOENA: By serving a copy of this subpoena to the within named witness, explaining the contents thereof.
- NO SERVICE: For the reason that after diligent search and inquiry failed to find said _____ (PARTY NAMED) in Dade County, Florida. NOTE: _____
- OTHER RETURNS:

- Holding in file per/for _____
- Placed _____ in possession.
- Did not execute per _____
- Given address Not at No Longer in Business No Assets Bankruptcy
- Paying Direct. Made Demand Fully Satisfied
- Other _____

E. WILSON PURDY, Sheriff
Dade County, Florida
By: [Signature] 443 D.S.
Signature Badge No.

js	CASF # 79-1388	Tr. #	Reg.	Empl #
Circuit	XXXXX Rivera, Eduardo	497/334	13	DOCK
S Court	To Be Served 3B 420 Flagami Blvd.			
Type of Writ	Zone Address Jamun, Inc.		3	CASE # 12.00 MDS 12.00 STL
Court Date	Plaintiff Antonio Calatayud et al			
Posted	Defendant	386730		
1	Docket Number 386730	Refer to this docket number when filing as alias or pluries.	497/334/24/79	12.00 TTL
Number of Services	Mail To: Sheldon B. Palley 1497 NW 7th St. Miami, Fla. 33125			DOCKET #
See				
Co-Defendant				
Dep.	No Dep.	642-0722	Tr. #	Date Total Rec'd.

1-23-79
 Received this process on _____ (DATE) Served No Served Returned the same, on 1 FEB 79 at 3:16 P.M. (DATE) (TIME)

on EDUARDO RIVERA (NAME)
 in Dade County, Florida.

- INDIVIDUAL SERVICE: By serving the within named person a copy of the writ, and a copy of the complaint, petition or initial pleading.
- SUBSTITUTE SERVICE: By serving a copy of this writ, and a copy of the complaint, petition, or initial pleading at the defendant's usual place of abode, on a member of his family the age of fifteen years or older to wit: LISA RIVERA (NAME) AND WIFE (RELATIONSHIP) and informing such person of their contents.
- CORPORATE SERVICE: By serving a copy of this writ and a copy of plaintiff's initial pleading to _____ (PARTY SERVED) as _____ (POSITION)

of defendant corporation in the absence of any superior officer as defined in the Florida Statutes.

- POSTED RESIDENTIAL: By attaching a copy of this writ, together with a copy of the complaint or petition, to a conspicuous place on the property described within. The above named tenant could not be found and there was no person of tenant's family, fifteen years or older at _____ (ADDRESS POSTED) the usual place of abode in Dade County, Florida, upon whom service could be made.
- POSTED COMMERCIAL: _____

WITNESS SUBPOENA: By serving a copy of this subpoena to the within named witness, explaining the contents thereof.

NO SERVICE: For the reason that after diligent search and inquiry failed to find said _____ (PARTY NAMED) in Dade County, Florida. NOTE:

- OTHER RETURNS:
- Holding in file per/for _____
- Placed _____ in possession.
- Did not execute per _____
- Given address Not at No Longer in Business No Assets Bankruptcy
- Paying Direct. Made Demand Fully Satisfied
- Other _____

E. WILSON PURDY, Sheriff
 Dade County, Florida
 By: E. Morvey Signature 4114 D.S. CVB Badge No.

gw	CA# <u>79-1388</u>	Tr. #	Reg.	Empl #
Circuit	The United States of America J.V. Eskenazi ESquire, U.S. AttXorney	4396/333	13	0 DOCK
Court	To Be Served (5B) 14 NE 1st Ave. STE 300			
Type of Writ	Zone Address Jamun Inc. A FLorida Corp.		3	CASE # 12.00 MDS 12.00 STL
Court Date	Plaintiff THE Antonio calatayud & Maria CAlatayud			
Posted	Defendant 386729			
Number of Services	Mail To: Sheldon B. Palley 1497 NW 7th St. Miami FL 33125	4396/331/24/79		12.00 TTL
See				DOCKET #
Co-Defendant				
Dep.	No Dep.			
	642 0722			
		Tr. #	Date	Total Rec'd.

Received this process on 1/22/79 Served No Served Returned the same, on 26 Jan 79 at 11:30A M.
(DATE) (TIME)

on The United States of America
(NAME)
 in Dade County, Florida.

INDIVIDUAL SERVICE: By serving the within named person a copy of the writ, and a copy of the complaint, petition or initial pleading.
 SUBSTITUTE SERVICE: By serving a copy of this writ, and a copy of the complaint, petition, or initial pleading at the defendant's usual place of abode, on a member of his family the age of fifteen years or older to wit:

_____ and informing such person of their contents.
(NAME) AND (RELATIONSHIP)

CORPORATE SERVICE: By serving a copy of this writ and a copy of plaintiff's initial pleading to _____ as _____ of defendant corporation in the absence of any superior officer as defined in the Florida Statutes.
(PARTY SERVED) (POSITION)

POSTED RESIDENTIAL: By attaching a copy of this writ, together with a copy of the complaint or petition, to a conspicuous place on the property described within. The above named tenant could not be found and there was no person of tenant's family, fifteen years or older at _____ the usual place of abode in Dade County, Florida, upon whom service could be made.
(ADDRESS POSTED)

WITNESS SUBPOENA: By serving a copy of this subpoena to the within named witness, explaining the contents thereof.

NO SERVICE: For the reason that after diligent search and inquiry failed to find said _____ in Dade County, Florida. NOTE: (PARTY NAMED)

OTHER RETURNS:
 Holding in file per/for _____
 Placed _____ in possession.
 Did not execute per _____
 Given address Not at No Longer in Business No Assets Bankruptcy
 Paying Direct Made Demand Fully Satisfied
 Other Served The U.S. by serving H. Stern, Esq. U.S. Attorney

E. WILSON PURDY, Sheriff
 Dade County, Florida
 By: [Signature] 443 D.S.
Signature Badge No.

80R 41246

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

JAMUN, INC., a Florida Corporation,
Plaintiff,
VS
ANTONIO CALATAYUD and MARIA CALATAYUD, his wife, et al,
Defendants.

GENERAL JURISDICTION DIVISION
CASE NO. 79-1388

MOTION FOR DISMISSAL

-18
[Signature]

COME NOW THE Plaintiff, by and through its undersigned attorney, and the Defendant, ANTONIO CALATAYUD, and petition this Court to dismiss this action, as the Note and Mortgage, which are the subject matter of this suit, have been satisfied in full.

[Signature of Antonio Calatayud]
ANTONIO CALATAYUD,
Defendant

[Signature of Sheldon B. Palley]
SHELDON B. PALLEY,
Attorney for the Plaintiff
1497 Northwest 7th Street
Miami, Florida 33125
Telephone: (305) 642-0722

FINAL ORDER FOR DISMISSAL

THIS CAUSE COMING before me on the above Motion and the Court being fully advised, it is

ORDERED and ADJUDGED that this action is hereby dismissed with prejudice and the Clerk is hereby ordered to cancel the Lis Pendens of record.

DONE and ORDERED at Miami, Dade County, Florida, on this 11 day of February, 1980.

[Signature of Sam J. Silver]
CIRCUIT COURT JUDGE

COPIES FURNISHED TO:

MERVYN L. AMES, Esquire, Attorney for Defendant, The U.S.A.
NORMAN S. PALLOT, Esquire, Attorney for Defendant, DART INDUSTRIES
SHELDON B. PALLEY, Esquire, Attorney for Plaintiff, JAMUN, INC.

RECORDED IN OFFICIAL RECORDS BOOKS
OF DADE COUNTY, FLORIDA.
RECORD VERIFIED
RICHARD P. BRINKER,
CLERK CIRCUIT COURT

COPIES OF THE ABOVE ORDER WERE
MAILED TO ALL PARTIES OF RECORD
ON THE DATE OF ENTRY THEREOF.
BY *[Signature]*