

Prepared by and return to:

Ilian Rashtanov
Rashtanov Law Firm PL
One E. Broward Blvd., Ste. 700
Fort Lauderdale, FL 33301
954.336.0599

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MORTGAGE

This Indenture, Made this **November 8, 2024**, by and between **3020 PROPERTY 305, LLC, a Florida Limited Liability Company** whose address is **3020 NE 32 Ave, #305, Fort Lauderdale, FL 33308**, hereinafter called the Mortgagor, and **JP&JP INVESTMENT LLC, a Florida Limited Liability Company** whose address is **1850 NE 169TH ST, NORTH MIAMI BEACH, FL 33162**, hereinafter called the Mortgagee:

The terms "Mortgagor" and "Mortgagee" shall include heirs, personal representatives, successors, legal representatives and assigns, and shall denote the singular and/or the plural, and the masculine and/or the feminine and natural and/or artificial persons, whenever and wherever the context so admits or requires.

Witnesseth, that the said Mortgagor, for and in consideration of the aggregate sum named in the promissory note, a copy of which is attached hereto the receipt of which is hereby acknowledged, does grant, bargain and sell to the said Mortgagee, his successors and assigns, in fee simple, the following described land, situate, lying and being in **Broward County, Florida**, to-wit:

Condominium Unit No. OU40, of THE TIDES AT BRIDGESTONE SQUARE, a Condominium, according to the Declaration of Condominium thereof, as recorded in Official records Book 38350, Page 280, and all exhibits and amendments thereof, Public Records of Broward County, Florida.

DESCRIPTION OF NOTE SECURED BY THIS MORTGAGE

Mortgagor owes Mortgagee the principal sum of **Twenty-Seven and 00/100 Dollars (\$27,000.00)** for a term of **Eighteen Months (18 months)** thereon as evidenced by Mortgagor's note to Mortgagee (the "Note") dated the same date as this Mortgage and which requires payment as therein set forth with all sums owing thereon, unless sooner paid, to be due by **June 08, 2026 ("Maturity Date")**.

And the said Mortgagor does hereby fully warrant the title to said land and will defend the same against the lawful claims of all persons whomsoever.

This Mortgage secures to Mortgagee: (a) the repayment of the debt evidenced by the Note, with interest, including default interest; (b) the payment of all other sums, with interest, advanced by Mortgage pursuant to the terms herein and the Note; and (c) the performance of Mortgagor's covenants and agreements under the Mortgage and the Note.

Provided always, that if said Mortgagor, his successors or assigns, shall pay unto the said Mortgagee, his successors or assigns, that certain promissory note, of which a true and correct copy is attached, and Mortgagor shall perform, comply with and abide by each and every stipulation, agreement, condition and covenant of said promissory note and of this mortgage, and shall duly pay all taxes, all insurance premiums reasonably required, all costs and expenses including reasonable attorney's fees that Mortgagee may incur in collecting money secured by this mortgage, and also in enforcing this mortgage by suit or otherwise, then this mortgage and the estate hereby created shall cease and be null and void.

Mortgagor hereby covenants and agrees:

1. To pay the principal and interest and other sums of money payable by virtue of said promissory note and this mortgage, or either, promptly on the days respectively the same severally come due.
2. To keep the buildings now or hereafter on the land insured for fire and extended coverage in a sum at least equal to the amount owed on the above-described promissory note, and name the Mortgagee as loss payees, and to furnish Mortgagee with a copy of all current policies. If Mortgagor does not provide Mortgagee with copies of the policies showing Mortgagee as loss payees after 14 days written demand by Mortgagee, then Mortgagee may purchase such insurance and shall add any payments made for such policy to the principal balance owed on the mortgage, and such payments shall accrue interest at the maximum rate of interest allowed by law. In the event any sum of money becomes payable under such policy, Mortgagee, his legal representatives or assigns, shall have the option to receive and apply the same on account of the

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(4)

indebtedness hereby secured or to permit Mortgagor to receive and use it or any part thereof for repair or replacement, without hereby waiving or impairing any equity, lien or right under or by virtue of this mortgage. In the event of loss Mortgagor shall give immediate notice to Mortgagee.

3. To permit, commit or suffer no waste, impairment or deterioration of the property, or any part thereof.
4. To permit no other lien or mortgage to be placed ahead of this mortgage.
5. Mortgagor shall provide proof of payment of annual real estate taxes by March 15, for the preceding years taxes. In the event that Mortgagor does not pay the taxes by such date, the Mortgagee may pay the taxes and the full amount of such payment by Mortgagee shall be added to the principal balance owed on the mortgage, and shall accrue interest at the maximum rate allowed by law.
6. The Mortgagee may, at any time pending a suit upon this mortgage, apply to the court having jurisdiction thereof for the appointment of a receiver, and such court shall forthwith appoint a receiver, and such receiver shall have all the broad and effective functions and powers in anywise entrusted by a court to a receiver, and such appointment shall be made by such court as an admitted equity and a matter of absolute right to said Mortgagee. The rents, profits, income, issues, and revenues shall be applied by such receiver according to the lien of this mortgage.
7. If any of the sums of money due and owing to Mortgagee under the terms of the promissory note and this mortgage, including but not limited to any advance made by Mortgagee for the payment of insurance or taxes, are not paid within 15 days after the same become due and payable, or if each of the stipulations, agreements, conditions and covenants of the promissory note and this mortgage, or either, are not fully performed or complied with the aggregate sum owed on the promissory note shall become due and payable forthwith or thereafter at the option of Mortgagee, his successors, legal representatives, or assigns.

This mortgage and the note hereby secured shall be construed and enforced according to the laws of the State of Florida.

The principal sum secured hereby, along with any interest to be paid in accordance with the terms of the note secured hereby, shall immediately become due and payable without notice, if a transfer of title to the premises by sale or otherwise is made without the Mortgagee's written consent, while this mortgage remains a lien thereon, at the option of Mortgagee, his successors, legal representatives, or assigns.

Executed at **Broward County, Florida** on the date written above.

Signed, sealed and delivered in the presence of:

Witness

Printed Name:

Viktoriya Maksimovskaya
Address: *230 174 St Apt No 2*
Sunny Isles beach, FL 33160

3020 PROPERTY 305, LLC

Yulia Abramova
YULIA ABRAMOVA, MANAGER

Witness

Printed Name:

Mariya Stanishchevskaya
Address: *230 174 St Apt 2014*
Sunny Isles beach, FL 33160

State of Florida

County of Broward

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, **this** *Notarized, 02/13/2024* by YULIA ABRAMOVA as Authorized Agent/Manager for 3020 PROPERTY 305, LLC who ☒ is personally known or ☐ has produced a driver's license as identification.

[Seal]



Robert Aronov
Comm.: HH 227991
Expires: Feb. 13, 2026
Notary Public - State of Florida

Notary Public

Print Name:

Robert Aronov

My Commission Expires: *02/13/26*

PROMISSORY NOTE.

\$27,000.00

November 8, 2024

FOR VALUE RECEIVED, the undersigned 3020 PROPERTY 305, LLC (MAKERS), which term wherever used herein shall mean each and all of the signers of this Note, promise to pay the Note to **JP&JP INVESTMENT LLC**, of **1850 NE 169TH ST, APT. 304, NORTH MIAMI BEACH, FL 33162**, (LENDER), the sum of **Twenty-Seven Thousand and 00/100 (\$27,000.00)** Dollars in or within Eighteen Months from December 8, 2024 without interest in equal monthly installments of **One Thousand Five Hundred and 00/100 (\$1,500.00)** Dollars and the same day of each month thereafter until paid in full.

BORROWER'S RIGHT TO PREPAY MAKERS have the right to make payments of principal at any time before they are due. A payment of principal only is known as a "Prepayment." When MAKERS make a Prepayment, MAKERS will notify the Note Holder in writing that MAKERS are doing so. MAKERS may not designate a payment as a Prepayment if MAKERS have not made all the Monthly Payments then due under this Note. MAKERS may make a full Prepayment or partial Prepayments without paying a Prepayment Penalty.

FAILURE TO PAY ANY SAID INSTALLMENTS WITHIN TEN (10) DAYS FROM THE DATE WHEN THE SAME BECOMES DUE SHALL SUBJECT THE BORROWER TO A DELINQUENCY CHARGE OF THREE (3%) PERCENT OF THE PAYMENT AMOUNT THEN DUE; AND FURTHER, IN ADDITION THERETO, FAILURE TO PAY ANY OF THE SAID INSTALLMENTS WITHIN THIRTY (30) DAYS FROM THE DATE WHEN IT BECOMES DUE, SHALL MAKE THE WHOLE OF THE BALANCE OF SAID PRINCIPAL SUM IMMEDIATELY DUE AND PAYABLE AT THE OPTION OF THE HOLDER HEREOF.

TIME IS OF THE ESSENCE AS TO THE TERMS OF THIS NOTE. FAILURE TO MAKE TIMELY PAYMENTS UNDER THIS NOTE SHALL CONSTITUTE DEFAULT.

The filing of any petition in bankruptcy or insolvency by or against the undersigned, or the appointment of any receiver, trustee, trust mortgagee or similar officer of creditors' committee to take charge of any property of the undersigned, or the making of any offer to make a composition of debts with creditors or the commission of any act of bankruptcy or insolvency or the making of an assignment for the benefit of creditors shall constitute a default under this Note.

In the event of any default under this Note, any and all amounts due under this Note shall accrue interest at the maximum rate allowed by law. In the event of any default under this Note, the Holder hereof may at it's option declare the full amount remaining unpaid hereunder to be immediately due and payable and may thereupon or any time thereunder, demand, sue to collect the same and proceed against any security. The Holder of the Note shall be entitled to the maximum interest rate allowed by law on any and all amounts due which shall continue to accrue until paid in full, including but not limited to post judgment interest.

Upon default, if this Note is referred to an attorney for collection, the undersigned agrees to pay all costs, expenses and reasonable attorney's fees incurred or paid by the holder of this Note in demanding payment or in enforcing it's rights on this Note.

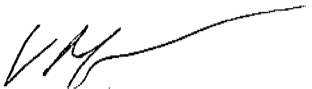
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Every maker, endorser and guarantor hereof waives presentment, demand, notice, protest and all other demands and notices in connection with the delivery, acceptance or default of this Note, and the exercise of and enforcement of any rights hereunder by the holder, and assents without notice to any extension or postponement of the time or any indulgence, to any substitution, exchange or release of collateral, if any, and/or to substitution, exchange or release of collateral, if any, and/or to the addition or release of any party or person primarily or secondarily liable hereunder, which may from time to time be agreed to by the holder hereof. The liability of each maker, endorser or guarantor hereof shall be absolute and unconditional without regard to the liability of any other, regardless of the time, order or place of signing. No delay or omission on the part of the holder in exercising any right hereunder shall operate as a waiver of such right or of any other right hereunder, and no single or partial exercise of any right hereunder shall preclude other or further exercise thereof; a waiver of any right or remedy on any one occasion shall not be construed as a bar to or a waiver of any such right or remedy on any future occasion.

Any deposits or other sums at any time credited by or due from the holder to any maker, endorser or guarantor hereof and any securities or other property of any maker, endorser or guarantor hereof in the possession of the holder may at all times be held and treated as collateral security for the payment of this Note, and any and all other liabilities of any maker, endorser or guarantor to the holder, direct, indirect or contingent, joint or several, due or to become due, now existing or hereafter arising.

SIGNED AS A SEALED INSTRUMENT ON THE DAY AND YEAR FIRST ABOVE WRITTEN.

Signed in the presence of:


 Witness
 Printed Name: Yulia Abramova
 Address: 300 174 BL, Apt 402, Fort Lauderdale, FL 33308
 Yulia Abramova, MANAGER

This Note is secured by a purchase money mortgage on the real estate located at 3020 NE 32 AVENUE, #OU 40, FORT LAUDERDALE FL 33308.

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