



Mortgage, continued

The Lender is hereby expressly authorized at the option of the Lender to advance all sums necessary to keep the first Mortgage in good standing and all sums so advanced shall be subject to the provisions of Uniform Covenant 7 of this Mortgage. The Mortgagor agrees that the Mortgagor shall not make any agreement with the holder of the First Mortgage which shall in any way modify, change, alter or extend any of the terms or conditions of the First Mortgage, nor shall the Mortgagor request or accept any future advances under such First Mortgage without the express written consent of the Lender.

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

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

1. **Payment of Principal and Interest.** Mortgagor shall promptly pay when due the principal and interest indebtedness evidenced by the Note and late charges as provided by the Note.
2. **Application of Payments:** Unless applicable law provides otherwise, all payments received by Lender shall be applied by Lender first to interest payable on the Note and then to the principal of the Note.
3. **Prior Mortgages and Deeds of Trust; Charges; Liens.** Mortgagor shall perform all of Mortgagor's obligations under any mortgage, deed of trust or other security agreement with a lien which has priority over this Mortgage, including Mortgagor's covenants to make payments when due. Mortgagor shall pay or cause to be paid all taxes, assessments and other charges, fines and impositions attributable to the Property which may attain a priority over this Mortgage and leasehold payments or ground rents, if any.
4. **Hazard Insurance.** Mortgagor shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards including within the term "extended coverage", and such other hazards as Lender may require and in such amounts and for such periods as Lender may require.

The insurance carrier providing the insurance shall be chosen by Mortgagor subject to approval by Lender, provided, that such approval shall not be unreasonably withheld. All insurance policies and renewals thereof shall be in a form acceptable to Lender and shall include a standard mortgagee clause in favor of and in a form acceptable to Lender. Lender shall have the right to hold the policies and renewals thereof, subject to the terms of any mortgage, deed of trust or other security agreement with a lien which has a priority over this Mortgage.

In the event of loss, Mortgagor shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Mortgagor.

If the Property is abandoned by Mortgagor, or if Mortgagor fails to respond to Lender within 30 days from the date notice is mailed by Lender to Mortgagor that the insurance carrier offers to settle a claim for insurance benefits, Lender is authorized to collect and apply the insurance proceeds at Lender's option either to restoration or repair of the Property or to the sums secured by this Mortgage.

5. **Preservation and Maintenance of Property; Leaseholds; Condominiums; Planned Unit Developments.** Mortgagor shall keep the Property in good repair and shall not commit waste or permit impairment or deterioration of the Property and shall comply with the provisions of any lease if this Mortgage is on a leasehold. If this Mortgage is on a unit in a condominium or a planned unit development, Mortgagor shall perform all of Mortgagor's obligations under the declaration or covenants creating or governing the condominium or planned unit development, the bylaws and regulations of the condominium or planned unit development, and constituent documents.

6. **Protection of Lender's Security.** If Mortgagor fails to perform the covenants and agreements contained in this Mortgage, or if any action or proceeding is commenced which materially affects Lender's interest in the Property, then Lender, at Lender's option, upon notice to Mortgagor, may make such appearances, disburse such sums, including reasonable attorneys' fees, and take such action as is necessary to protect Lender's interest. If Lender required mortgage insurance as a condition of making the loan secured by this Mortgage, Mortgagor shall pay the premiums required to maintain such insurance in effect until such time as the requirement for such insurance terminates in accordance with Mortgagor's and Lender's written agreement or applicable law.

Any amounts disbursed by Lender pursuant to this paragraph 6, with interest thereon, at the Note rate, shall become additional indebtedness of Mortgagor secured by this Mortgage. Unless Mortgagor and Lender agree to other terms of payment, such amounts shall be payable upon notice from Lender to Mortgagor requesting payment thereof. Nothing contained in this paragraph 6 shall require Lender to incur any expense or take any action hereunder.

7. **Inspection.** Lender may make or cause to be made reasonable entries upon and inspections of the Property, providing that Lender shall give Mortgagor notice prior to any such inspection specifying reasonable cause therefore related to Lender's interest in the Property.

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Revised 09/27/2006
ACAPS: 107012216305000



Mortgage, continued

8. **Condemnation.** The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of the Property, or part thereof, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender, subject to the terms of any mortgage, deed of trust or other security agreement with a lien which has priority over this Mortgage.

9. **Mortgagor Not Released; Forbearance By Lender Not A Waiver.** Extension of the time for payment of modification of amortization of the sums secured by this Mortgage granted by Lender to any successor in interest of Mortgagor shall not operate to release, in any manner, the liability of the original Mortgagor and Mortgagor's successors in interest. Lender shall not be required to commence proceedings against such successor or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Mortgage by reason of any demand made by the original Mortgagor and Mortgagor's successors in interest. Any forbearance by Lender in exercising any right or remedy hereunder, or otherwise afforded by applicable law, shall not be a waiver of or preclude the exercise of any such right or remedy.

10. **Successors and Assigns Bound; Joint and Several Liability; Co-Signers.** The covenants and agreements herein contained shall bind, and the rights hereunder shall inure to, the respective successors and assigns of Lender and Mortgagor, subject to the provision of paragraph 16 hereof. All covenants and agreements of Mortgagor shall be joint and several. Any Mortgagor who co-signs this Mortgage, but does not execute the Note, (a) is co-signing this Mortgage only to mortgage, grant and convey that Mortgagor's interest in the Property to Lender under the terms of this Mortgage, (b) is not personally liable on the Note or under this Mortgage, and (c) agrees that Lender and any other Mortgagor hereunder may agree to extend, modify, forbear, or make any other accommodations with regard to the terms of this Mortgage or the Note without that Mortgagor's consent and without releasing that Mortgagor of modifying this Mortgage as to that Mortgagor's interest in the Property.

11. **Waiver of Homestead.** In consideration of Lender granting this loan to Borrower and not for purposes of being personally obligated to repay this loan, Mortgagor grants Lender a security interest in the property described above as security for the repayment of this loan.

12. **Notice.** Except for any notice required under applicable law to be given in another manner, (a) any notice to Mortgagor provided for in this Mortgage shall be given by delivering it or by mailing such notice by certified mail addressed to Mortgagor at the Property Address or at such other address as Mortgagor may designate by notice to Lender as provided herein, and (b) any notice to Lender shall be given by certified mail to Lender's address stated herein or to such other address as Lender may designate by notice to Mortgagor as provided herein. Any notice provided for in this Mortgage shall be deemed to have been given to Mortgagor or Lender when given in the manner designated herein.

13. **Governing Law; Severability.** The Mortgage will be governed by United States federal law and, to the extent the United States federal law is inapplicable, then by the laws of the State of Nevada; except that, with regard to the perfection and enforcement of Citibank's security interest in the Property, the Mortgage will be governed by the law of the state where the Property is located.

14. **Mortgagor's Copy.** Mortgagor shall be furnished a conformed copy of the Note and of this Mortgage at the time of execution or after recordation hereof.

15. **Rehabilitation Loan Agreement.** Mortgagor shall fulfill all of Mortgagor's obligations under any home rehabilitation, improvement, repair or other loan agreement which Mortgagor enters into with Lender. Lender, at Lender's option, may require Mortgagor to execute and deliver to Lender, in a form acceptable to Lender, an assignment of any rights, claims or defenses which Mortgagor may have against parties who supply labor, materials or services in connection with improvements made to the Property.

16. **Transfer of the Property.** If Mortgagor sells or transfers all or any part of the Property or an interest therein, excluding (a) the creation of a lien or encumbrance subordinate to this Mortgage, (b) a transfer by devise, descent, or by operation of law upon the death of a joint tenant, or (c) the grant of any leasehold interest of three years or less not containing an option to purchase, Mortgagor shall cause to be submitted information required by Lender to evaluate the transferee as if a new loan were being made to the transferee. Mortgagor will continue to be obligated under the Note and this Mortgage unless Lender releases Mortgagor in writing.

If Lender, on the basis of any information obtained regarding the transferee, reasonably determines that Lender's security may be impaired, or that there is an unacceptable likelihood of a breach of any covenant or agreement in this Mortgage, or if the required information is not submitted, Lender may declare all of the sums secured by this Mortgage to be immediately due and payable. If Lender exercises such option to accelerate, Lender shall mail Mortgagor notice of acceleration in accordance with paragraph 12 hereof. Such notice shall provide a period of not less than 30 days from the date the notice is mailed or delivered within which Mortgagor may pay the sums declared due. If Mortgagor fails to pay such sums prior to the expiration of such period, Lender may, without further notice or demand on Mortgagor, invoke any remedies permitted by paragraph 17 hereof.

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3 of 5

Revised 09/27/2006
ACAPS: 107012216305000



Mortgage, continued

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

17. **Acceleration; Remedies.** Except as provided in paragraph 16 hereof, upon Mortgagor's breach of any covenant or agreement of Mortgagor in this Mortgage, including the covenants to pay when due any sums secured by this Mortgage, Lender prior to acceleration shall give notice to Mortgagor as provided in paragraph 12 hereof specifying: (1) the breach; (2) the action required to cure such breach; (3) a date, not less than 10 days from the date notice is mailed to Mortgagor, by which such breach must be cured; and (4) that failure to cure such breach on or before the date specified in the notice may result in acceleration of the sums secured by this Mortgage, foreclosure by judicial proceeding, and sale of the Property. The notice shall further inform Mortgagor of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the nonexistence of a default or any other defense of Mortgagor to acceleration and foreclosure. If the breach is not cured on or before the date specified in the notice, Lender, at Lender's option, may declare all of the sums secured by this Mortgage to be immediately due and payable without further demand and may foreclose this Mortgage by judicial proceeding. Lender shall be entitled to collect in such proceeding all expenses of foreclosure, including but not limited to, reasonable attorneys' fees, court costs, cost of documentary evidence, abstracts and title reports.

18. **Mortgagor's Right to Reinstate.** Notwithstanding Lender's acceleration of the sums secured by this Mortgage due to Mortgagor's breach, Mortgagor shall have the right to have any proceedings begun by Lender to enforce this Mortgage discontinued at any time prior to entry of a judgment enforcing this Mortgage if: (a) Mortgagor pays Lender all sums which would be then due under this Mortgage and the Note had no acceleration occurred; (b) Mortgagor cures all breaches of any other covenants or agreements of Mortgagor contained in this Mortgage; (c) Mortgagor pays all reasonable expenses incurred by Lender in enforcing the covenants and agreements of Mortgagor contained in this Mortgage, and in enforcing Lender's remedies as provided in paragraph 17 hereof, including, but not limited to, reasonable attorneys' fees and court costs; and (d) Mortgagor takes such action as Lender may reasonably require to assure that the lien of this Mortgage, Lender's interest in the Property and Mortgagor's obligation to pay the sums secured by this Mortgage shall continue unimpaired. Upon such payment and cure by Mortgagor, this Mortgage and the obligations secured hereby shall remain in full force and effect as if no acceleration had occurred.

19. **Assignment of Rents; Appointment of Receiver.** As additional security hereunder, Mortgagor hereby assigns to Lender the rents of the Property, provided that Mortgagor shall, prior to acceleration under paragraph 17 hereof or abandonment of the Property, have the right to collect and retain such rents as they become due and payable.

Upon acceleration under paragraph 17 hereof or abandonment of the Property, Lender shall be entitled to have a receiver appointed by a court to enter upon, take possession of and manage the Property and to collect the rents of the Property including those past due. All rents collected by the receiver shall be applied first to payment of the costs of management of the Property and collection of rents, including, but not limited to, receiver's fees, premiums on receiver's bonds and reasonable attorneys' fees, and then to the sums secured by this Mortgage. The receiver shall be liable to account only for those rents actually received.

20. **Release.** Upon payment of all sums secured by this Mortgage, Lender shall release this Mortgage without charge to Mortgagor. Mortgagor shall pay all costs of recordation, if any.

21. **Attorney's Fees.** As used in this Mortgage and in the Note "attorneys' fees" shall include attorneys' fees, if any, which may be awarded by an appellate court.

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ACAPS: 107012216305000



Mortgage, continued

**REQUEST FOR NOTICE OF DEFAULT
AND FORECLOSURE UNDER SUPERIOR
MORTGAGES OR DEEDS OF TRUST**

Mortgagor and Lender request the holder of any mortgage, deed of trust or other encumbrance with lien which has priority over this Mortgage to give Notice to Lender, at Lender's address set forth on page one of this Mortgage, of any default under the superior encumbrance and of any sale or other foreclosure action.

IN WITNESS WHEREOF, Mortgagor has executed this Mortgage.

NOTICE TO MORTGAGOR: Do not sign this Mortgage if it contains blank spaces. All spaces should be completed before you sign.
Signed, sealed and delivered in the presence of:

[Signature] 02/09/2007
Mortgagor: **RUDOLPH A. GONZALEZ**
1438 21ST ST SW, MIAMI, FL 33145

☒ Married Rafel Alys Gonzalez ☒ Unmarried
by Rudolph Gonzalez as Attorney in fact 02/09/2007

Mortgagor: **RUDOLFO ALEJO GONZALEZ BY**
RUDOLPH GONZALEZ AS ATTORNEY IN FACT
1438 21ST ST SW, MIAMI, FL 33145
☒ Married ☐ Unmarried

☐ Married ☐ Unmarried

Signed, sealed and delivered in the presence of

[Signature] 02/09/2007
by Rudolph Gonzalez as Attorney in fact

Mortgagor: **SILVIA ALVAREZ GONZALEZ BY**
RUDOLPH GONZALEZ AS ATTORNEY IN FACT
1438 21ST ST SW, MIAMI, FL 33145
☒ Married ☐ Unmarried

Mortgagor:
☐ Married ☐ Unmarried

☐ Married ☐ Unmarried

Witness [Signature] 2/9/07
Date

Federico B. Saiki

1. For an individual acting in his own right:
STATE OF FLORIDA
COUNTY OF Miami-Dade

The Foregoing instrument was acknowledged before me this 02/09/2007, by RUDOLPH A. GONZALEZ, (name of person(s) acknowledged)
who is personally known to me or who has produced California Driver License (type of identification)
as identification and who did (did not) take an oath.

[Signature]

(Signature of Person Taking Acknowledgment)

Notary Public.
(Title or Rank)

FEDERICO B. SAIKI
NOTARY PUBLIC - STATE OF FLORIDA
COMMISSION # DD305124
EXPIRES 03/30/2008
BONDED THRU 1-888-NOTARY1

Federico B. Saiki

(Name of Acknowledger Typed, Printed or Stamped)

DD305124
(Serial Number, if any)

(Space Below This Line Reserved For Lender and Recorder)

File No: **330-037080**

Legal Description

The following described lot, piece or parcel of land, situate, lying and being in the County of Miami-Dade, State of Florida, to-wit:

Lot 32, Osceola Highlands, according to the Plat thereof, as recorded in Plat Book 9 at Page 1, of the Public Records of Miami-Dade County, Florida, and commonly known as: 1436 S.W. 21st Street, Miami, Florida 33135.

330-037080 Rel 331
Record & Return:
Progressive Closing & Escrow Company, Inc.
50 Vantage Point Drive, Suite 3
Rochester, NY 14624
0141110120230

THIS INSTRUMENT WAS PREPARED BY:

Joshua Grove
P.O. Box 790017, MS 221
St. Louis, MO 63179
(800) 925-2484

**THIS IS A SECOND MORTGAGE. ANY
DEFAULT IN THE TERMS AND CONDITIONS
OF THE EXISTING FIRST MORTGAGE SHALL
BE DEEMED A DEFAULT IN THE TERMS AND
CONDITIONS OF THIS SECOND MORTGAGE.**

MORTGAGE

MIN: **100011507713340684**

THIS MORTGAGE is made this 02/09/2007, between the Mortgagor(s), **RODOLFO ALEJO GONZALEZ AND SILVIA ALVAREZ GONZALEZ, HIS WIFE AND RUDOLPH A. GONZALEZ, A SINGLE MAN, AS JOINT TENANTS WITH RIGHTS OF SURVIVORSHIP, of 1438 21ST ST SW, MIAMI, FL 33145**, (herein "Mortgagor"), Citibank, N.A., a national banking association, whose home address is 3900 Paradise Road, Suite 127, Las Vegas, Nevada 89109 (herein "Lender"), and Mortgage Electronic Registration Systems, Inc., a separate corporation organized and existing under the laws of Delaware whose address and telephone number is P.O. Box 2026, Flint, MI 48501-2026, tel. (888) 679-MERS (herein "Mortgagee"). Mortgagee is acting solely as a nominee for Lender and Lender's successors and assigns. "Borrower" means the individual(s) who has(ve) signed the Fixed Rate Home Equity Loan Note (the "Note") of even date herewith and in connection with this Mortgage.

Whereas, Mortgagor is indebted to Lender in the principal sum of U.S. \$392,000.00 which indebtedness is evidenced by Mortgagor's note dated 02/09/2007, and extensions and renewals thereof (herein "Note"), providing for monthly installments of principal and interest with the balance of the indebtedness, if not sooner paid, due and payable on 02/14/2037;

To Secure to Lender the repayment of the indebtedness evidenced by the Note, with interest thereon; the payment of all other sums, with interest hereon, advanced in accordance herewith to protect the security of this Mortgage; and the performance of the covenants and agreements of Mortgagor herein contained, Mortgagor does hereby mortgage, grant and convey to lender the following described property located in the County of **MIAMI-DADE**, State of Florida:

SEE ATTACHED RIDER FOR LEGAL DESCRIPTION

which has the address of **1438 21ST ST SW, MIAMI, FL 33145** (herein "Property Address");

Together with all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances and rents, all of which shall be deemed to be and remain part of the property covered by this Mortgage; and all of the foregoing, together with said property (or the leasehold estate if this Mortgage is on a leasehold) are hereinafter referred to as the "Property". Mortgagor understands and agrees that Mortgagee holds only legal title to the interests granted by Mortgagor in this Mortgage, but, if necessary to comply with law or custom, Mortgagee (as nominee for Lender and Lender's successors and assigns) has the right to exercise any or all of those interests, including, but not limited to, the right to foreclose and sell the Property; and to take any action required of Lender including, but not limited to, releasing and canceling this Mortgage.

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Revised 09/27/2006
ACAPS: 107012216305000