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 Palm Beach County, Florida
 Sharon R. Bock, CLERK & COMPTROLLER
 Pgs 0040 - 45; (6pgs)

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[If required by your jurisdiction, list above the name & address of: 1) where to return this form; 2) preparer; 3) party requesting recording.]

Claim of Lien

Date of this Document: 2/21/08

Reference Number of Any Related Documents: #1

Lienholder:

Name: Roy T Amico
 Street Address: 8002 FLAGLER CT
 City/State/Zip: WEST PALM BEACH FL 33405

Property Owner:

Name: ARMANDO AMICO FBO (CAPITAL GAIN RESTATE) LLC
 Street Address: 2751 SOUTH FLAGLER DR
 City/State/Zip: WEST PALM BEACH FL 33405

Abbreviated Legal Description (i.e., lot, block, plat, or section, township, range, quarter/quarter or unit; building and condo name): LOT 26, BLOCK 2 LAFAYETTE PARK ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 9 PAGE 17 PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA

Assessor's Property Tax Parcel/Account Number(s): _____

State of: FLORIDA
 County of: PALM BEACH

Before me, the undersigned Notary Public, personally appeared Roy Thomas Amico (Lienor) who duly sworn says that he/she is (the Lienor herein) (the agent of the Lienor herein) whose address is 8002 FLAGLER CT WPB FL 33405 and that in accordance with a contract with ARMANDO AMICO FBO CAPITAL GAINS RE LLC (Debtor) lienor furnished labor, services or materials consisting of (describe specially fabricated materials separately): FINANCING OF 400,000 212,616.49 IS PROVIDED IN ATTACHED MORTGAGE & NOTE AND ADDITIONAL WHICH IS EVIDENCE BY CHECKS & OTHER DOCUMENTS, AS WELL AS MANAGEMENT FEES UNPAID AS PRESIDENT & 45% OWNER OF CAPITAL GAINS RE. LLC

on the following described real property in Palm Beach County, State of Florida (Describe real property sufficiently for identification, including street and number): 2751 SOUTH FLAGLER DR. WEST PALM BEACH FLORIDA
A 4000 SQ FT RESIDENCE LOCATED ACROSS THE STREET FROM INTERCOASTAL WATERWAY & DYER RD. THE RENOVATION OF THE PROPERTY COST 1 million THE PROPERTY WAS APPRAISED AT 2.5 million
owned by ARMANDO AMICO (FBO CAPITAL GAIN REAL ESTATE LLC) of a total value of 2 million Five Hundred Dollars (\$ 2.5 million) of which there remains unpaid 400,000 Dollars (\$ Four Hundred Thousand), and furnished the first of the items on April 7, 2005, and the last of the items on DEC 10, 2007, and (if the lien is claimed by one not in privity with the Owner) that the lienor served his or her notice to Owner on DECEMBER, 2007, by VERBALLY (method of service).

And, (if required) that the lienor served copies of the notice on the contract on April 7, 2005, by HAND DELIVERED (method of service), and on the subcontractor on _____, 20____, by _____ (method of service) and (if known) on the lender, on _____, 20____, by _____ (method of service).

Signed this 21 day of FEBRUARY, 2008.

Lienor: [Signature]

By (officer or Agent): _____

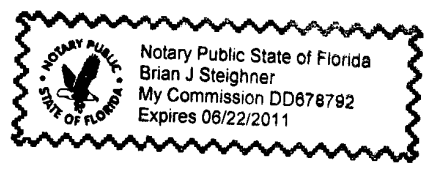
State of: Florida

County of: Palm Beach

On February 21, 2008, before me, Brian Steighner, appeared Rby T Amico, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

[Signature]
Signature of Notary



Affiant Known Produced ID
Type of ID Florida Drivers License
(Seal)

ATTACHMENT

MORTGAGE

THIS MORTGAGE made April 7, 2005 by Armand Amico, a single man, hereinafter called "mortgagor," and Roy T. Amico hereinafter called "mortgagee."

Mortgagor, for and in consideration of the sum of Two Hundred Twelve Thousand Six Hundred Sixty One and Forty Nine Cents (\$212,616.49) paid by mortgagee, the receipt of which is acknowledged, has granted, bargained and sold to mortgagee, mortgagee heirs and assigns forever, the following described land, situated in the County of Palm Beach, State of Florida:

LOT 26, BLOCK 2, LAFAYETTE PARK, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 9, PAGE 17 PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA

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

This is a Second Mortgage.

→ Provided always, that if mortgagor, or their assigns, pays to mortgagee, their legal representatives or assigns, a certain promissory note date April 7, 2005 for the sum Two Hundred Twelve Thousand Six Hundred Sixty One and Forty Nine Cents \$212,616.49 plus 65% of the profit from sale of the property at time of closing with interest at 6% per year from date and shall pay all sums payable thereunder, and perform, comply with, and abide by all the stipulations, agreements, conditions, and covenants of the promissory note and this mortgage, and shall duly pay all taxes, all insurance premiums reasonably required, all costs and expenses including reasonable attorneys' fees that mortgagee may incur in collecting money secured by this mortgage, and also in enforcing this mortgage by suit or otherwise, the this mortgage and the estate hereby created shall cease and be null and void.

This is Not a Certified Copy

Executed at West Palm Beach, Florida on the day and year first above written.

Witnesses

[Signature]

[Signature]
Armand Amico (mortgagor)

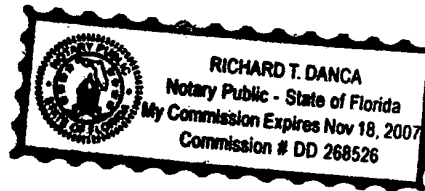
STATE OF FLORIDA
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me the 4/7/05 by Armand Amico who are personally known to me or produced the following forms of identification FDL # A520 000642920 TP 8/05

[Signature]
Notary Signature

My Commission Expires:

11-18-07



AGREEMENT

THIS AGREEMENT is made and entered into this 7 day of April 2005, by and between Armand Amico and Roy T. Amico hereafter called INVESTOR

WHEREAS, Armand Amico is the record owner and holder of property located in Palm Beach County, Florida at 2751 South Flagler Drive, West Palm Beach, FL 33405 more fully described on Exhibit "A" attached hereto and made a part of this Agreement, hereinafter called "The Property" and

WHEREAS, the INVESTOR desire to invest in THE PROPERTY upon the terms and subject to the conditions hereinafter set forth;

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained in this Agreement, it is hereby agreed as follows:

1. **AMOUNT OF INVESTMENT.** The total investment by INVESTOR shall be \$212,661.49.
2. **SECURITY.** Armand Amico shall execute a two year Promissory Note at six percent (6%) interest payable quarterly plus (65%) of the profits from the sale of the property at the time of closing, the form of which is attached hereto and made a part of this Agreement, secured by a second mortgage on THE PROPERTY in favor of INVESTOR, the form of which is attached hereto
3. **WAIVER.** Either party's waiver of any provisions of this Agreement shall not imply a subsequent waiver of that or any provision.
4. **LEGAL CONSTRUCTION.** If this Agreement shall contain any term or provision which shall be invalid or against public policy or if the application of same is invalid or against public policy, then, the remainder of this Agreement shall not be affected thereby and shall remain in full force and effect. The terms AMICO or INVESTOR, as herein contained, shall include singular and/or plural, masculine, feminine, and/or neuter, heirs, successors, executors, administrators, personal representatives and/or assigns wherever the context so requires or admits. The terms, provisions, covenants and conditions of this Agreement and the paragraph headings are solely for the convenience of the reader and not intended to be all inclusive.
5. **GOVERNING LAW.** This Agreement and all transactions contemplated hereby, shall be governed by, construed and enforce in accordance with the laws of the State of Florida. The parties herein waive trial by jury and agree to submit to the personal jurisdiction and venue of a court of subject matter jurisdiction located in Palm Beach County, Florida. In the event that litigation results from or arises out


of this Agreement or the performance thereof, the parties agree to reimburse the prevailing party's reasonable attorney's fees, court costs, and all other expenses, whether or not taxable by the court as costs, in addition to any other relief to which the prevailing party may be entitled.

6. **ENTIRE AGREEMENT.** It is agreed between the parties hereto that there are no oral or other agreements or understandings between them. This Agreement supersedes all prior agreements between the parties, and is intended as a complete and exclusive statement of the full agreement between the parties.

IN WITNESS WHEREOF, this Agreement has been executed by each of the individual parties hereto on the date first above written.



Roy T. Amico



Armand Amico