

Performance Property Management Services, Inc.
13501 SW 128 St Suite 114C Miami, FL 33185
Telephone: 866-523-5003 Fax: 866-523-5004

Order Date: 3/14/2016

Folio Number: 5041 28 AB 0320

Internal Tax Deed Number: 35285

Parent Tract No:

Records Through: 3/8/2016

PROPERTY LOCATED IN BROWARD COUNTY DESCRIBED AS FOLLOWS:

Condominium Unit No. 232 of ALPINE WOODS CONDOMINIUM VILLA NO. 2, according to the Declaration of Condominium thereof, recorded in Official Records Book 5721, Page 439, and as re-recorded in Official Records Book 5762, Page 358 of the Public Records of Broward County, Florida.

TO: Records, Taxes & Treasury Division, Delinquent Tax Department, Broward County

Applicant: US BANK CUST FOR PFS FINANCIAL 1 LLC

Application has been made for Tax Deed on the above referenced property. Pursuant to chapter 197.502 and 197.522 of the Florida Statutes, below are the names and addresses of the persons you are required to notify prior to the sale of the property:

APPARENT TITLE HOLDER & ADDRESS AS INDEXED IN THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA

Instrument # 113021738	ALPINE WOODS ASSOCIATION INC
Certificate of Title	8512 OLD COUNTRY MANOR 232
	DAVIE, FLORIDA 33328

MORTGAGEE AND ADDRESS OF RECORD AS INDEXED IN THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA

O.R. Book 39043, Page 264	WACHOVIA BANK, NATIONAL ASSOCIATION
MORTGAGE AND	225 WATER STREET
ASSIGNMENT OF RENTS	JACKSONVILLE, FLORIDA 32202

LIEN HOLDER AND ADDRESS OF RECORD AS INDEXED IN THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA
NONE

NAME AND ADDRESS OF RECORD ON CURRENT TAX ROLL

ALPINE WOODS ASSN INC
 %OXYGEN ASSN SERVICES
 2801 N UNIVERSITY DR #204
 CORAL SPRINGS FL 33024

NAME AND ADDRESS OF ESCROW AGENT: NONE

NAME AND ADDRESS OF TAX PAYING AGENT: NONE

APPLICATION FOR HOMESTEAD: NONE

GROSS ASSESSMENT; \$79,610.00

UNPAID OR OMITTED YEARS TAXES (Only Include the Years with Certificates)

<u>TYPE</u>	<u>TAX</u>	<u>CERTIFICATE</u>	<u>FACE AMOUNT</u>	<u>CERTIFICATE HOLDER</u>
Tax Deed	2011	35285	\$1327.71	US BANK CUST FOR PFS FINANCIAL 1 LLC
Tax Deed	2012	35285	\$1347.37	US BANK CUST FOR PFS FINANCIAL 1 LLC
Tax Deed	2013	35285	\$1402.04	US BANK CUST FOR PFS FINANCIAL 1 LLC
Tax Deed	2014	35285	\$1479.89	US BANK CUST FOR PFS FINANCIAL 1 LLC

This Report is not a Legal Opinion of Title and should not be construed as dealing with the Quality of Title used as a Certified Abstract of Title, Title Insurance Commitment or Title Insurance Policy. Under Florida Statutes Chapter 197. Furthermore no Liability is assumed by PPMS, Inc for any liens and or judgments not filed in the Official Records of Broward County, Florida. PPMS, Inc. should only be liable for the amount of loss suffered by the Broward County Revenue Collection Division, as a result of legal matters filed against them, where such loss is determined to be from PPMS, Inc's errors and omissions in performing its contractual responsibilities to the Broward County Revenue Collection Division, or for any refilling of fees that are required to bring subject property to sale.

BY: *Antoinette Black*
 Authorized Signature

**Board of County Commissioners, Broward County, Florida
Finance and Administrative Services Department
RECORDS, TAXES & TREASURY**

NOTICE OF APPLICATION FOR TAX DEED NUMBER 35285

NOTICE is hereby given that the holder of the following certificate has filed said certificate for a tax deed to be issued thereon. The certificate number and year of issuance, the description of the property, and the name in which it was assessed are as follows:

Property ID: 504128-AB-0320
Certificate Number: 15138
Date of Issuance: 06/01/2013
Certificate Holder: US BANK CUST FOR PFS FINANCIAL 1 LLC
Description of Property: ALPINE WOODS VILLA 2 CONDO
UNIT 232 A CONDOMINIUM, ACCORDING TO THE DECLARATION OF CONDMINIUM THEREOF, AS RECORDED IN
OFFICIAL RECORDS BOOK 5721, PAGE 439, AND AS RE-RECORDED IN OFFICIAL RECORDS BOOK 5762, PAGE 358,
AND ALL EXHIBITS AND AMENDMENTS THEREOF, PUBLIC RECORDS OF BROWARD COUNTY, FL.

Name in which assessed: ALPINE WOODS ASSN INC %OXYGEN ASSN SERVICES
Legal Titleholders: ALPINE WOODS ASSN INC
%OXYGEN ASSN SERVICES
2801 N UNIVERSITY DR #204
CORAL SPRINGS, FL 33024

All of said property being in the County of Broward, State of Florida.

Unless such certificate shall be redeemed according to law the property described in such certificate will be sold to the highest bidder on the 17th day of August, 2016. Pre-bidding shall open at 9:00 AM EDT, sale shall commence at 10:00 AM EDT and shall begin closing at 11:01 AM EDT at:

broward.deedauction.net
**Pre-registration is required to bid.*

Dated this 14th day of July, 2016.

Bertha Henry
County Administrator
RECORDS, TAXES, AND TREASURY DIVISION

By: 

Dana F. Buker
Deputy

This Tax Deed is Subject to All Existing Public Purpose Utility and Government Easements. The successful bidder is responsible to pay any outstanding taxes.

Publish: DAILY BUSINESS REVIEW
Issues: 07/14/2016, 07/21/2016, 07/28/2016 & 08/04/2016
Minimum Bid: 10931.03

Board of County Commissioners, Broward County, Florida
Records, Taxes, & Treasury

CERTIFICATE OF MAILING NOTICES

Tax Deed # 35285

STATE OF FLORIDA
COUNTY OF BROWARD

THIS IS TO CERTIFY that I, County Administrator in and for Broward County, Florida, did on the 1st day of July 2016, mail a copy of the Notice of Application for Tax Deed to the following persons prior to the sale of property, and that payment has been made for all outstanding Tax Certificates or, if the Certificate is held by the County, that all appropriate fees have been paid and deposited:

TOWN OF DAVIE 6591 ORANGE DR DAVIE, FL 33314	ALPINE WOODS ASSN INC %OXYGEN ASSN SERVICES 8512 OLD COUNTRY MANOR 232 DAVIE, FL 33328	ALPINE WOODS ASSN INC %OXYGEN ASSN SERVICES 2801 N UNIVERSITY DR #204 CORAL SPRINGS, FL 33024
ALPINE WOODS ASSOCIATION, INC. 8527 OLD COUNTRY MANOR FT LAUDERDALE, FL 33328	ALPINE WOODS ASSOCIATION, INC. C/O LEWIS, ARTHUR 800 CORPORATE DR., #500 FT LAUDERDALE, FL 33334	WACHOVIA BANK, N.A. 225 WATER ST JACKSONVILLE, FL 32202

THE FOLLOWING AGENCIES WERE NOTIFIED BY INTEROFFICE

BROWARD COUNTY CODE ENFORCEMENT PERMITTING LICENSING & PROTECTION DIVISION ATTN: DIANE JOHNSON GCW-1 NORTH UNIVERSITY DR PLANTATION, FL 33324	BROWARD COUNTY CODE & ZONING ENFORCEMENT SECTION PLANNING & REDEVELOPMENT DIV. ENVIRONMENTAL PROTECTION & GROWTH MGMT DEPT ATTN: GORDON MILLER GCW – 1 NORTH UNIVERSITY DR, MAILBOX 302 PLANTATION, FL 33324	BROWARD COUNTY HIGHWAY CONSTRUCTION & ENGINEERING DIVISION, RIGHT OF WAY SECTION ATTN: FRANK J GUILIANO ONE N. UNIVERSITY DR., STE 300-B PLANTATION, FL 33324
BROWARD COUNTY WATER & WASTEWATER ATTN: RACHEL FLEURY-CHARLES 2555 W. COPANS RD POMPANO BEACH, FL 33069	BROWARD COUNTY PUBLIC WORKS DEPT REAL PROPERTY SECTION ATTN: MARIE HAMMOND 115 S ANDREWS AVE, ROOM 326 FORT LAUDERDALE FL 33301	BROWARD COUNTY SHERIFF'S DEPT. ATTN: CIVIL DIVISION FT. LAUDERDALE, FL 33315

I certify that notice was provided pursuant to Florida Statutes, Section 197.502(4)

I further certify that I enclosed with every copy mailed, a statement as follows: 'Warning - property in which you are interested' is listed in the copy of the enclosed notice.

GIVEN UNDER MY HAND AND OFFICIAL SEAL, this 1st day of July 2016 in compliance with section 197.522 Florida Statutes, 1995, as amended by Chapter 95-147 Senate Bill No. 596, Laws of Florida 1995.

SEAL

Bertha Henry
COUNTY ADMINISTRATOR
Finance and Administrative Services Department
Records, Taxes, & Treasury Division

By _____
Deputy **Rebecca Leder**

401-316 Revised 05/13

BROWARD DAILY BUSINESS REVIEW

Published Daily except Saturday, Sunday and
Legal Holidays
Ft. Lauderdale, Broward County, Florida

**STATE OF FLORIDA COUNTY
OF BROWARD:**

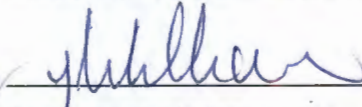
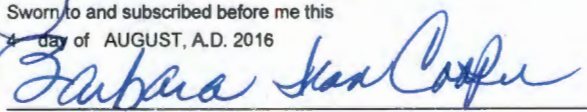
Before the undersigned authority personally appeared G. WILLIAMS, who on oath says that he or she is the LEGAL CLERK, of the Broward Daily Business Review f/k/a Broward Review, a daily (except Saturday, Sunday and Legal Holidays) newspaper, published at Fort Lauderdale, in Broward County, Florida; that the attached copy of advertisement, being a Legal Advertisement of Notice in the matter of

35285
NOTICE OF APPLICATION FOR TAX DEED
CERTIFICATE NUMBER: 15138

in the XXXX Court,
was published in said newspaper in the issues of

07/28/2016 08/04/2016

Affiant further says that the said Broward Daily Business Review is a newspaper published at Fort Lauderdale, in said Broward County, Florida and that the said newspaper has heretofore been continuously published in said Broward County, Florida each day (except Saturday, Sunday and Legal Holidays) and has been entered as second class mail matter at the post office in Fort Lauderdale in said Broward County, Florida, for a period of one year next preceding the first publication of the attached copy of advertisement; and affiant further says that he or she has neither paid nor promised any person, firm or corporation any discount, rebate, commission or refund for the purpose of securing this advertisement for publication in the said newspaper.


Sworn to and subscribed before me this
4 day of AUGUST, A.D. 2016


(SEAL)
G. WILLIAMS personally known to me


NOTARY PUBLIC
STATE OF FLORIDA
BARBARA JEAN COOPER
MY COMMISSION #FF157161
EXPIRES September 4, 2018
(407) 398-0153 FloridaNotaryService.com

**Board of
County Commissioners,
Broward County, Florida
Finance and Administrative
Services Department
RECORDS, TAXES & TREASURY
NOTICE OF APPLICATION
FOR TAX DEED NUMBER 35285**

NOTICE is hereby given that the holder of the following certificate has filed said certificate for a tax deed to be issued thereon. The certificate number and year of issuance, the description of the property, and the name in which it was assessed are as follows:

Property ID: 504128-AB-0320
Certificate Number: 15138
Date of Issuance: 06/01/2013
Certificate Holder:
US BANK CUST FOR PFS
FINANCIAL 1 LLC
Description of Property:
ALPINE WOODS VILLA 2 CONDO
UNIT 232
A CONDOMINIUM, ACCORDING
TO THE DECLARATION OF
CONDIMINIUM THEREOF, AS
RECORDED IN OFFICIAL
RECORDS BOOK 5721, PAGE
439, AND AS RE-RECORDED
IN OFFICIAL RECORDS BOOK
5762, PAGE 358, AND ALL
EXHIBITS AND AMENDMENTS
THEREOF, PUBLIC RECORDS
OF BROWARD COUNTY, FL.
Name in which assessed:
ALPINE WOODS ASSN INC
%OXYGEN ASSN SERVICES
Legal Titleholders:
ALPINE WOODS ASSN INC
%OXYGEN ASSN SERVICES
2801 N UNIVERSITY DR #204
CORAL SPRINGS, FL 33024

All of said property being in the County of Broward, State of Florida.
Unless such certificate shall be redeemed according to law the property described in such certificate will be sold to the highest bidder on the 17th day of August, 2016. Pre-bidding shall open at 9:00 AM EDT, sale shall commence at 10:00 AM EDT and shall begin closing at 11:01 AM EDT at:
broward.deedauction.net
*Pre-registration is required to bid.

SEE ATTACHED

Dated this 14th day of July, 2016.
Bertha Henry
County Administrator
RECORDS, TAXES, AND
TREASURY DIVISION
(Seal)
By: Dana F. Buker
Deputy
This Tax Deed is Subject to All
Existing Public Purpose Utility and
Government Easements. The suc-
cessful bidder is responsible to pay
any outstanding taxes.
Minimum Bid: 10931.03

401-314
7/28 8/4 16-103/0000137255B

FROM THE COUNTY ADMINISTRATOR, BROWARD COUNTY, FORT LAUDERDALE, FLORIDA

DATE: July 1, 2016

PROPERTY ID #504128-AB-0320 (TD #35285)

WARNING

PROPERTY IN WHICH YOU ARE INTERESTED IS LISTED IN THE ENCLOSED NOTICE

AS PER FLORIDA STATUTES 197.542, THE PROPERTY AT 8512 OLD COUNTRY MANOR 232 DAVIE, FL 33328 IS BEING SCHEDULED FOR TAX DEED AUCTION. ONCE THE PROPERTY IS SOLD IT CAN NOT BE REDEEMED. OTHER TAX YEARS MAY BE OWED BUT NOT INCLUDED IN THE AMOUNT BELOW PLEASE CALL FOR MORE INFORMATION.

FLA. STATUTES REQUIRE US TO NOTIFY ALL PROPERTY OWNERS WHO LIVE AROUND THE PROPERTY THAT'S GOING UP FOR SALE. IF YOU DO NOT OWN OR HAVE LEGAL INTEREST IN THIS PROPERTY, PLEASE DISREGARD THIS LETTER.

PAYMENT MUST BE MADE IN CASH, MONEY ORDER OR CASHIER'S CHECK; PERSONAL OR BUSINESS CHECKS ARE NOT ACCEPTED.

AMOUNT NECESSARY TO REDEEM: (See amount below)

MAKE CHECKS PAYABLE TO: BROWARD COUNTY TAX COLLECTOR

* Amount due if paid by July 29, 2016\$8,822.33

Or

* Amount due if paid by August 16, 2016\$8,930.52

***AMOUNTS DUE MAY BE SUBJECT TO ADDITIONAL FEES. PLEASE CALL (954) 357-5374 FOR THE CORRECT AMOUNT DUE PRIOR TO SUBMITTING PAYMENT FOR REDEMPTION.**

THERE ARE UNPAID TAXES ON THIS PROPERTY AND WILL BE SOLD AT PUBLIC AUCTION ON AUGUST 17, 2016 UNLESS THE BACK TAXES ARE PAID.

TO MAKE PAYMENT, OR TO RECEIVE FURTHER INFORMATION, CONTACT THE RECORD, TAXES & TREASURY DIVISION, TAX DEED SECTION, 115 S. ANDREWS AVENUE ROOM #A-100, FORT LAUDERDALE, FLORIDA 33301-1895. PHONE: (954) 357-5374

**FOR TAX DEEDS PROCESS AND AUCTION RULES, PLEASE VISIT
www.broward.org/recordstaxestreasury**

**** FILED: BROWARD COUNTY, FL HOWARD FORMAN, CLERK 5/12/2015 2:27:07 PM.****

**In the Circuit Court of the Seventeenth Judicial Circuit
In and for Broward County, Florida**

ALPINE WOODS ASSN INC
Plaintiff

CACE-14-024088

Division: 08

VS.

RATLIEFF, WILLIAM D , BUKER, DANA
Defendant

Certificate of Title

The undersigned, Howard C. Forman, Clerk of the Court, certifies that he executed and filed a certificate of sale in this action on April 30, 2015, for the property described herein and that no objections to the sale have been filed within the time allowed for filing objections.

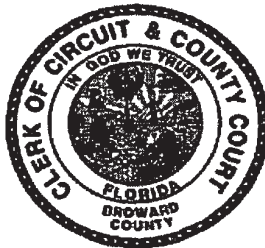
The following property in Broward County, Florida

**Condominium Unit No. 232 of ALPINE WOODS CONDOMINIUM VILLA NO. 2,
according to the Declaration of Condominium thereof, recorded in Official Records Book
5721, Page 439, and as re-recorded in Official Records Book 5762, Page 358 of the Public
Records of Broward County, Florida.
{ADDRESS: 8512 Old Country Manor, #232, Davie, FL 33328}**

Was sold to. ALPINE WOODS ASSOCIATION, INC.

C/O OXYGEN ASSOCIATION SERVICES 2801 N. UNIVERSITY DRIVE, #204 CORAL SPRINGS, FL, 33024

Witness my hand and the seal of this court on May 12, 2015.



Howard C. Forman, Clerk of Circuit Courts
Broward County, Florida

Total consideration. \$6,500.00

Doc Stamps: \$45.50

For Clerk of Court Use

PREPARED BY: Kathy Broadway
RETURN TO: BCS Post-Closing, NC-1120
Wachovia Bank, National Association
Business Credit Solutions
8740 Research Drive, NC1120
Charlotte, North Carolina 28262

FLORIDA DOCUMENTARY STAMP TAXES IN THE AMOUNT OF \$350.00 ARE BEING PAID UPON RECORDATION OF THIS INSTRUMENT. SUCH AMOUNT IS BASED UPON THE AMOUNT OF \$100,000.00, BEING THE MAXIMUM TAXABLE AMOUNT OF THE INDEBTEDNESS SECURED HEREBY. NO NON-RECURRING INTANGIBLE TAX IS BEING PAID BECAUSE THIS INSTRUMENT SECURES A CONTINGENT OBLIGATION.

MORTGAGE AND ASSIGNMENT OF RENTS

This MORTGAGE AND ASSIGNMENT OF RENTS (hereafter referred to as "Mortgage") made January 24, 2005, by and between, William D. Ratlieff, Jr., Single, whose address is 2816 NW 80th Avenue, Sunrise, Florida 33322 ("Mortgagor") and Wachovia Bank, National Association, a national banking association, whose address is 225 Water Street, Jacksonville, Florida 32202 ("Bank").

WITNESSETH:

To secure payment and performance of obligations under a(n) Business Equity Line dated January 24, 2005, and maturing on January 23, 2025, made by Renaissance Marine, Inc. (the "Borrower") in favor of Bank, and any renewals, extensions, novations, or modifications of the foregoing (collectively the "Obligations"), and in consideration of these premises and for other consideration, Mortgagor does mortgage, grant and convey unto Bank (for itself and its affiliates), its successors and assigns, all of Mortgagor's right, title and interest now owned or hereafter acquired in and to each of the following (collectively, the "Property"): (i) all those certain tracts of land in the City of Davie, County of Broward, State of Florida described in EXHIBIT A attached hereto and made part hereof (the "Land"); (ii) all buildings and improvements now or hereafter erected on the Land; (iii) all fixtures attached to the Land or any buildings or improvements situated thereon; and (iv) all estates, rights, tenements, hereditaments, privileges, rents, issues, profits easements, and appurtenances of any kind benefiting the Land; all means of access to and from the Land, whether public or private; and all water and mineral rights.

In the event that Mortgagor is the owner of a leasehold estate with respect to any portion of the Property and Mortgagor obtains a fee estate in such portions of the Property, then, such fee estate shall automatically, and without further action of any kind on the part of the Mortgagor, be and become subject to the security title and lien of this Agreement.

TO HAVE AND TO HOLD the Property and all the estate, right, title and interest, in law and in equity, of Mortgagor's in and to the Property unto Bank, its successors and assigns, forever.

Mortgagor WARRANTS AND REPRESENTS that Mortgagor is lawfully seized of the Property, in fee simple, absolute, that Mortgagor has the legal right to convey and encumber the same, and that the Property is free and clear of all liens and encumbrances. Mortgagor further warrants and will forever defend all and singular the Property and title thereto to Bank and Bank's successors and assigns, against the lawful claims of all persons whomsoever.

PROVIDED ALWAYS that if (i) all the Obligations (including without limitation, all termination payments and any other amounts due under or in connection with any swap agreements (as defined in 11 U.S.C. § 101, as in effect from time to time) secured hereunder) are paid in full, (ii) each and every representation, warranty, agreement, covenant and condition of this Mortgage, and the other Loan Documents, are complied with and abided by, and (iii) any and all swap agreements (as defined in 11 U.S.C. § 101, as in effect from time to time) secured hereunder have matured or been terminated, then this Mortgage and the estate hereby created shall cease and be null, void, and canceled of record.

To protect the security of this Mortgage, Mortgagor further represents and agrees with Bank as follows:

Payment of Obligations. That the Obligations shall be timely paid and performed.

Future Advances. This Mortgage is given to secure not only existing Obligations, but also future advances, including obligations under swap agreements made, and future swap agreements (as defined in 11 U.S.C. § 101, as in effect from time to time) entered into with Bank or any of its affiliates, within 20 years of the date of this Mortgage to the same extent as if such future advances and swap agreements are made on the date of the execution of this Mortgage. The principal amount that may be so secured may decrease or increase from time to time, but the total amount so secured at any one time shall not exceed \$200,000.00, plus all interest, costs, reimbursements, fees and expenses due under this Mortgage and secured hereby. Mortgagor shall not execute any document that impairs or otherwise impacts the priority of any existing or future Obligations secured by this Mortgage.

Grant of Security Interest in Personal Property. This Mortgage constitutes a security agreement under the UCC and shall be deemed to constitute a fixture financing statement. Mortgagor hereby grants a security interest in any personal property included in the Property. On request of Bank, Mortgagor will execute one or more Financing Statements in form satisfactory to Bank and will pay all costs and expenses of filing the same in all public filing offices, where filing is deemed desirable by Bank. Bank is authorized to file Financing Statements relating to the Property without Mortgagor's signature where permitted by law. Mortgagor appoints Bank as its attorney-in-fact to execute such documents necessary to perfect Bank's security interest on Mortgagor's behalf. The appointment is coupled with an interest and shall be irrevocable as long as any Obligations remain outstanding.

Nothing herein obligates Bank to provide credit in excess of the Obligations.

Leases, Subleases and Easements. Mortgagor shall maintain, enforce and cause to be performed all of the terms and conditions under any lease, sublease or easement which may constitute a portion of the Property. Mortgagor shall not, without the consent of Bank, enter into any new lease of all or any portion of the Property, agree to the cancellation or surrender under any lease of all or any portion of the Property, agree to prepayment of rents, issues or profits (other than rent paid at the signing of a lease or sublease), modify any such lease so as to shorten the term, decrease the rent, accelerate the payment of rent, or change the terms of any renewal option; and any such purported new lease, cancellation, surrender, prepayment or modification made without the consent of Bank shall be void as against Bank.

Required Insurance. Mortgagor shall maintain with respect to the Property: (i) during construction of any improvements on the Property, "all-risk" builders risk insurance which must include windstorm, hail damage, fire and vandalism (non-reporting Completed Value with Special Cause of Loss form), in an amount not less than the completed replacement value of the improvements under

construction, naming Bank as mortgagee and loss payee; (ii) upon completion of construction, upon occupancy of any improvements, and at all other times, insurance against loss or damage by fire and other casualties and hazards by insurance written on an "all risks" basis, including malicious mischief, collapse and sinkhole coverage, in an amount not less than the replacement cost thereof, including coverage for loss of rents or business interruption if applicable, naming Bank as loss payee and mortgagee; (iii) if the Property is required to be insured pursuant to the National Flood Reform Act of 1994, and the regulations promulgated thereunder, flood insurance is required in the amount equal to the lesser of the loan amount or maximum available under the National Flood Insurance Program, but in no event should the amount of coverage be less than the value of the improved structure, naming Bank as mortgagee and loss payee. If, after closing, the Property (or any part thereof) is remapped and if the vertical improvements are determined to be located in a special flood hazard area, Mortgagor must obtain and maintain a flood insurance policy. If, within forty-five (45) days of receipt of notification from Bank that the Property has been reclassified by FEMA as being located in a special flood hazard area, Mortgagor has not provided sufficient evidence of flood insurance, Bank is mandated under federal law to purchase flood insurance on behalf of Mortgagor, and Bank will add the associated costs to the principal balance of the Note. If the land or any portion thereof is located in a special flood hazard area, this Agreement may be terminated by Bank at its sole option; (iv) as applicable, insurance which complies with the workers' compensation and employers' liability laws of all states in which Mortgagor shall be required to maintain such insurance; and (v) liability insurance providing coverage in such amount as Bank may require but in no event less than \$1,000,000.00 combined single limit, naming Bank as an additional insured; and (vi) such other insurance as Bank may require from time to time.

All property insurance policies shall contain an endorsement or agreement by the insurer in form satisfactory to Bank that any loss shall be payable in accordance with the terms of such policy notwithstanding any act or negligence of Mortgagor and the further agreement (within both the property and liability policies) of the insurer waiving rights of subrogation against Bank, and rights of set-off, counterclaim or deductions against Mortgagor.

All insurance policies shall be in form, provide coverages, be issued by companies and be in amounts satisfactory to Bank. At least 30 days prior to the expiration of each such policy, Mortgagor shall furnish Bank with evidence satisfactory to Bank that such policy has been renewed or replaced or is no longer required hereunder. All such policies shall provide that the policy will not be canceled or materially amended without at least 30 days prior written notice to Bank. In the event Mortgagor fails to provide, maintain, keep in force, and furnish to Bank the policies of insurance required by this paragraph, Bank may procure such insurance or single-interest insurance in such amounts, at such premium, for such risks and by such means as Bank chooses, at Mortgagor's expense; provided however, Bank shall have no responsibility to obtain any insurance, but if Bank does obtain insurance, Bank shall have no responsibility to assure that the insurance obtained shall be adequate or provide any protection to Mortgagor.

Insurance Proceeds. After occurrence of any loss to any of the Property, Mortgagor shall give prompt written notice thereof to Bank.

In the event of such loss all insurance proceeds, including unearned premiums, shall be payable to Bank, and Mortgagor hereby authorizes and directs any affected insurance company to make payment of such proceeds directly to Bank and not to Bank and Mortgagor jointly. Bank is hereby authorized by Mortgagor to make proof of loss if not promptly made by Mortgagor, settle, adjust or compromise any claims for loss or damage under any policy or policies of insurance and Mortgagor appoints Bank as its attorney-in-fact to receive and endorse any insurance proceeds to Bank, which appointment is coupled with an interest and shall be irrevocable as long as any Obligations remain unsatisfied. Mortgagor shall pay the costs of collection, including attorneys' fees, of insurance proceeds payable on account of such damage or destruction. Mortgagor shall have no claim against the insurance proceeds, or be entitled to any portion thereof, and all rights to the insurance proceeds are hereby assigned to Bank as security for payment of the Obligations.

In the event of any damage to or destruction of the Property, Bank shall have the option of applying or paying all or part of the insurance proceeds to (i) the Obligations in such order as Bank may determine, (ii) restoration, replacement or repair of the Property in accordance with Bank's standard construction loan disbursement conditions and requirements, or (iii) Mortgagor. Nothing herein shall be deemed to excuse Mortgagor from restoring, repairing and maintaining the Property as required herein.

Minimum Standards. In addition to the requirements set forth in the Loan Documents, all surveys, insurance, title policies, construction documents, environmental reports, payment and performance bonds, and any other due diligence or additional documents required in connection with this Loan, shall comply with Bank's minimum standards in place from time to time for such documents, which shall be provided in writing by Bank to Borrower upon request.

Impositions; Escrow Deposit. Mortgagor will pay all taxes, levies, assessments and other fees and charges imposed upon or which may become a lien upon the Property under any law or ordinance (all of the foregoing collectively "Impositions") before they become delinquent and in any event in the same calendar year in which they first become due. Upon request of Bank, Mortgagor shall add to each periodic payment required under the Note the amount estimated by Bank to be sufficient to enable Bank to pay, as they come due, all Impositions and insurance premiums which Mortgagor is required to pay hereunder. Payments requested under this provision shall be supplemented or adjusted as required by Bank from time to time. Such funds may be commingled with the general funds of Bank and shall not earn interest. Upon the occurrence of a Default, Bank may apply such funds to pay any of the Obligations.

Use of Property. Mortgagor shall use and operate, and require its lessees or licensees to use and operate, the Property in compliance with all applicable laws (including, for example, the Americans with Disabilities Act and the Fair Housing Act) and ordinances, covenants, and restrictions, and with all applicable requirements of any lease or sublease now or hereafter affecting the Property. Mortgagor shall not permit any unlawful use of the Property or any use that may give rise to a claim of forfeiture of any of the Property. Mortgagor shall not allow changes in the stated use of Property from that disclosed to Bank at the time of execution hereof. Mortgagor shall not initiate or acquiesce to a zoning change of the Property without prior notice to, and written consent of, Bank.

Maintenance, Repairs and Alterations. Mortgagor shall keep and maintain the Property in good condition and repair and fully protected from the elements to the satisfaction of Bank. Mortgagor will not remove, demolish or structurally alter any of the buildings or other improvements on the Property (except such alterations as may be required by laws, ordinances or regulations) without the prior written consent of Bank. Mortgagor shall promptly notify Bank in writing of any material loss, damage or adverse condition affecting the Property.

Eminent Domain. Should the Property or any interest therein be taken or damaged by reason of any public use or improvement or condemnation proceeding ("Condemnation"), or should Mortgagor receive any notice or other information regarding such Condemnation, Mortgagor shall give prompt written notice thereof to Bank. Bank shall be entitled to all compensation, awards and other payments or relief granted in connection with such Condemnation and, at its option, may commence, appear in and prosecute in its own name any action or proceedings relating thereto. Bank shall be entitled to make any compromise or settlement in connection with such taking or damage. All compensation, awards, and damages awarded to Mortgagor related to any Condemnation (the "Proceeds") are hereby assigned to Bank and Mortgagor agrees to execute such further assignments of the Proceeds as Bank may require. Bank shall have the option of applying or paying the Proceeds in the same manner as insurance proceeds as provided herein. Mortgagor appoints Bank as its attorney-in-fact to receive and endorse the Proceeds to Bank, which appointment is coupled with an interest and shall be irrevocable as long as any Obligations remain unsatisfied.

Environmental Condition of Property and Indemnity. Mortgagor warrants and represents to Bank, except as reported by Mortgagor to Bank in writing, that: (i) Mortgagor has inspected and is

familiar with the environmental condition of the Property; (ii) the Property and Mortgagor, and any occupants of the Property, are in compliance with and shall continue to be in compliance with all applicable federal, state and local laws and regulations intended to protect the environment and public health and safety as the same may be amended from time to time ("Environmental Laws"); (iii) the Property is not and has never been used to generate, handle, treat, store or dispose of, in any quantity, oil, petroleum products, hazardous or toxic substances, hazardous waste, regulated substances or hazardous air pollutants ("Hazardous Materials") in violation of any Environmental Laws; (iv) no Hazardous Materials (including asbestos, mold or lead paint in any form) are located on or under the Property or emanate from the Property; (v) there are no unregistered underground storage tanks on the Property that are subject to any underground storage tank registration laws or regulations; (vi) no notice has been received with regard to any Hazardous Material on the Property; (vii) no action, investigation or proceeding is pending or to Mortgagor's knowledge threatened which seeks to enforce any right or remedy against Mortgagor or the Property under any Environmental Law; and (viii) all licenses, permits and other governmental or regulatory actions necessary for the Property to comply with Environmental Laws shall be obtained and maintained and Mortgagor shall assure compliance therewith.

Further, Mortgagor represents to Bank that no portion of the Property is a protected wetland. Mortgagor agrees to notify Bank immediately upon receipt of any citations, warnings, orders, notices, consent agreements, process or claims alleging or relating to violations of any Environmental Laws or to the environmental condition of the Property and shall conduct and complete all investigations and all cleanup actions necessary to comply with the Environmental Laws and to remove, in accordance with Environmental Laws, any Hazardous Material from the Property.

Mortgagor shall indemnify, hold harmless, and defend Bank from and against any and all damages, penalties, fines, claims, suits, liabilities, costs, judgments and expenses, including attorneys', consultants' or experts' fees of every kind and nature incurred, suffered by or asserted against Bank as a direct or indirect result of: (i) representations made by Mortgagor in this Section being or becoming untrue in any material respect; (ii) Mortgagor's violation of or failure to meet the requirements of any Environmental Laws; or (iii) Hazardous Materials which, while the Property is subject to this Mortgage, exist on the Property. Bank shall have the right to arrange for or conduct environmental inspections of the Property from time to time (including the taking of soil, water, air or material samples). The cost of such inspections made after Default or which are required by laws or regulations applicable to Bank shall be borne by Mortgagor. However, Mortgagor's indemnity shall not apply to any negligent or intentional act of Bank which takes place after foreclosure or satisfaction of this Mortgage. These indemnification obligations are in addition to General Indemnification provisions set forth hereafter. Mortgagor's Obligations under this section shall continue, survive and remain in full force and effect notwithstanding the repayment of the Obligations, a foreclosure of or exercise of power of sale under this instrument, a delivery of a deed in lieu of foreclosure, a cancellation or termination of record of this instrument and the transfer of the Property.

Appraisals. Mortgagor agrees that Bank may obtain an appraisal of the Property when required by the regulations of the Federal Reserve Board or the Office of the Comptroller of the Currency, any other regulatory agency or at such other times as Bank may reasonably require. Such appraisals shall be performed by an independent third party appraiser selected by Bank. The cost of such appraisals shall be borne by Mortgagor. If requested by Bank, Mortgagor shall execute an engagement letter addressed to the appraiser selected by Bank. Mortgagor's failure or refusal to sign such an engagement letter, however, shall not impair Bank's right to obtain such an appraisal. Mortgagor agrees to pay the cost of such appraisal within 10 days after receiving an invoice for such appraisal.

Inspections. Bank, or its representatives or agents, are authorized to enter at any reasonable time upon any part of the Property for the purpose of inspecting the Property and for the purpose of performing any of the acts it is authorized to perform under the terms of this Mortgage.

Liens and Subrogation. Mortgagor shall pay and promptly discharge all liens, claims and encumbrances upon the Property. Mortgagor shall have the right to contest in good faith the validity of any such lien, claim or encumbrance, provided: (i) such contest suspends the collection thereof or there

is no danger of the Property being sold or forfeited while such contest is pending; (ii) Mortgagor first deposits with Bank a bond or other security satisfactory to Bank in such amounts as Bank shall reasonably require; and (iii) Mortgagor thereafter diligently proceeds to cause such lien, claim or encumbrance to be removed and discharged.

Bank shall be subrogated to any liens, claims and encumbrances against Mortgagor or the Property that are paid or discharged through payment by Bank or with loan proceeds, notwithstanding the record cancellation or satisfaction thereof.

Waiver of Mortgagor's Rights. To the fullest extent permitted by law, Mortgagor waives the benefit of all laws now existing or that hereafter may be enacted providing for (i) any appraisal before sale of any portion of the Property, (ii) in any way extending the time for the enforcement of the collection of the Note or the debt evidenced thereby or any of the other Obligations, and any rights to hearing prior to the exercise by Bank of any right, power, or remedy herein provided to Bank.

To the full extent Mortgagor may do so, Mortgagor agrees that Mortgagor will not at any time insist upon, plead, claim or seek to take the benefit or advantage of any law now or hereafter in force providing for any exemption (including homestead exemption), appraisal, valuation, stay, extension or redemption, and Mortgagor for themselves and their respective heirs, devisees, representatives, successors and assigns, and for any and all persons claiming any interest in the Property, to the extent permitted by law, hereby waive and release all rights of valuation, appraisal, redemption, stay of execution, the benefit of all exemption laws, notice of election to mature or declare due the whole of the secured indebtedness and marshalling in the event of foreclosure of the liens hereby created. Mortgagor further waives any and all notices including, without limitation, notice of intention to accelerate and of acceleration of the Obligations.

Payments by Bank. In the event of default in the timely payment or performance of any of the Obligations, Bank, at its option and without any duty on its part to determine the validity or necessity thereof, may pay the sums for which Mortgagor is obligated. Further, Bank may pay such sums as Bank deems appropriate for the protection and maintenance of the Property including, without limitation, sums to pay Impositions and other levies, assessments or liens, maintain insurance, make repairs, secure the Property, maintain utility service, intervene in any condemnation and pay attorneys' fees and other fees and costs to enforce this Mortgage or protect the lien hereof (including foreclosure) or collect the Obligations, without limitation, including those incurred in any proceeding including Bankruptcy or arbitration. Any amounts so paid shall bear interest at the default rate stated in the Note and shall be secured by this Mortgage.

Indemnification. Mortgagor shall protect, indemnify and save harmless Bank from and against all losses, liabilities, obligations, claims, damages, penalties, causes of action, costs and expenses (including, without limitation, reasonable attorneys' fees and expenses) (collectively, "Damages") imposed upon, incurred by or asserted against Bank on account of (i) the Loan Documents or any failure or alleged failure of Mortgagor to comply with any of the terms or representations of this Agreement; (ii) any claim of loss or damage to the Property or any injury or claim of injury to, or death of, any person or property that may be occasioned by any cause whatsoever pertaining to the Property or the use, occupancy or operation thereof, (iii) any failure or alleged failure of Mortgagor to comply with any law, rule or regulation applicable to the Property or the use, occupancy or operation of the Property (including, without limitation, the failure to pay any taxes, fees or other charges), provided that such indemnity shall be effective only to the extent of any Damages that may be sustained by Bank in excess of any net proceeds received by it from any insurance of Mortgagor (other than self-insurance) with respect to such Damages, (iv) any Damages whatsoever by reason of any alleged action, obligation or undertaking of Bank relating in any way to or any matter contemplated by the Loan Documents, (v) any claim for brokerage fees or such other commissions relating to the Property or any other Obligations, or (vi) any and all liability arising from any leases related to the Property. Nothing contained herein shall require Mortgagor to indemnify Bank for any Damages resulting from Bank's gross negligence or its willful and wrongful acts. The indemnity provided for herein shall survive payment of the Obligations and shall extend to the officers, directors, employees and duly authorized agents of Bank. In the event the Bank incurs any Damages arising out of

or in any way relating to the transaction contemplated by the Loan Documents (including any of the matters referred to in this section), the amounts of such Damages shall be added to the Obligations, shall bear interest, to the extent permitted by law, at the interest rate borne by the Obligations from the date incurred until paid and shall be payable on demand.

Assignment of Rents. Mortgagor hereby absolutely assigns and transfers to Bank all the leases, rents, issues and profits of the Property (collectively "Rents"). Although this assignment is effective immediately, so long as no Default exists, Bank gives to and confers upon Mortgagor the privilege under a revocable license to collect as they become due, but not prior to accrual, the Rents and to demand, receive and enforce payment, give receipts, releases and satisfactions, and sue in the name of Mortgagor for all such Rents. Mortgagor represents there has been no prior assignment of leases or Rents, and agrees not to further assign such leases or Rents. Upon any occurrence of Default, the license granted to Mortgagor herein shall be automatically revoked without further notice to or demand upon Mortgagor, and Bank shall have the right, in its discretion, without notice, by agent or by a receiver appointed by a court, and without regard to the adequacy of any security for the Obligations, (i) to enter upon and take possession of the Property, (ii) notify tenants, subtenants and any property manager to pay Rents to Bank or its designee, and upon receipt of such notice such persons are authorized and directed to make payment as specified in the notice and disregard any contrary direction or instruction by Mortgagor, and (iii) in its own name, sue for or otherwise collect Rents, including those past due, and apply Rents, less costs and expenses of operation and collection, including attorneys' fees, to the Obligations in such order and manner as Bank may determine or as otherwise provided for herein. Bank's exercise of any one or more of the foregoing rights shall not cure or waive any Default or notice of Default hereunder.

Due on Sale or Further Encumbrance or Transfer of an Interest in Mortgagor. Without the prior written consent of Bank in each instance, Mortgagor shall not (i) sell, convey, transfer or encumber the Property, or any part thereof or interest therein, whether legal or equitable, (ii) cause or permit any transfer of the Property or any part thereof, whether voluntarily, involuntarily or by operation of law, or (iii) enter into any agreement or transaction to transfer, or accomplish in form or substance a transfer, of the Property. A "transfer" of the Property includes: (a) the direct or indirect sale, transfer or conveyance of the Property or any portion thereof or interest therein; (b) the execution of an installment sale contract or similar instrument affecting all or any portion of the Property; (c) if Mortgagor or any general partner or member of Mortgagor, is a corporation, partnership, limited liability company, trust or other business entity, the transfer (whether in one transaction or a series of transactions) of any stock, partnership, limited liability company or other ownership interests in such corporation, partnership, limited liability company or entity including, without limitation, changes in stockholders, partners, members, managers, trustees, beneficiaries, or their respective interests; (d) if Mortgagor, or any general partner or member of Mortgagor, is a corporation, the creation or issuance of new stock by which an aggregate of more than 10% of such corporation's stock shall be vested in a party or parties who are not now stockholders; and (e) an agreement by Mortgagor leasing all or a substantial part of the Property for other than actual occupancy by a space tenant thereunder or a sale, assignment or other transfer of or the grant of a security interest in and to any Leases.

Bank's consent to any conveyance or encumbrance may be conditioned upon an increase in the interest rate specified in the Note (or other Obligations), an extension or curtailment of the maturity of the Obligations, or other modification of the Note or this instrument.

Remedies of Bank on Default. Failure of Mortgagor or any other person liable to timely pay or perform any of the Obligations is a default ("Default") under this Mortgage. Upon the occurrence of Default the following remedies are available, without limitation, to Bank: (i) Bank may exercise any or all of Bank's remedies under this Mortgage or other Loan Documents including, without limitation, acceleration of the maturity of all payments and Obligations, other than Obligations under any swap agreements (as defined in 11 U.S.C. § 101, as in effect from time to time) with Bank or any of its affiliates, which shall be due in accordance with and governed by the provisions of said swap agreements; (ii) Bank may take immediate possession of the Property or any part thereof (which Mortgagor agrees to surrender to Bank) and manage, control or lease the same to such persons and at such rental as it may deem

proper and collect and apply Rents to the payment of: (a) the Obligations, together with all costs and attorneys' fees; (b) all Impositions and any other levies, assessments or liens which may be prior in lien or payment to the Obligations, and premiums for insurance, with interest on all such items; and (c) the cost of all alterations, repairs, replacements and expenses incident to taking and retaining possession of the Property and the management and operation thereof; all in such order or priority as Bank in its sole discretion may determine. The taking of possession shall not prevent concurrent or later proceedings for the foreclosure sale of the Property; (iii) Bank may apply to any court of competent jurisdiction for the appointment of a receiver for all purposes including, without limitation, to manage and operate the Property or any part thereof, and to apply the Rents therefrom as hereinabove provided. In the event of such application, Mortgagor consents to the appointment of a receiver, and agrees that a receiver may be appointed without notice to Mortgagor, without regard to whether Mortgagor has committed waste or permitted deterioration of the Property, without regard to the adequacy of any security for the Obligations, and without regard to the solvency of Mortgagor or any other person, firm or corporation who or which may be liable for the payment of the Obligations.

Miscellaneous Provisions. Mortgagor agrees to the following: (i) All remedies available to Bank with respect to this Mortgage or available at law or in equity shall be cumulative and may be pursued concurrently or successively. No delay by Bank in exercising any remedy shall operate as a waiver of that remedy or of any Default. Any payment by Bank or acceptance by Bank of any partial payment shall not constitute a waiver by Bank of any Default; (ii) Mortgagor represents that Mortgagor (a) is (1) an adult individual and is sui juris, or (2) a corporation, general partnership, limited partnership, limited liability company or other legal entity, duly organized, validly existing and in good standing under the laws of its state of organization, and is authorized to do business in each other jurisdiction wherein its ownership of property or conduct of business legally requires such organization (b) has the power and authority to own its properties and assets and to carry on its business as now being conducted and as now contemplated; and (c) has the power and authority to execute, deliver and perform, and by all necessary action has authorized the execution, delivery and performance of, all of its obligations under this Mortgage and any other Loan Document to which it is a party. (iii) The provisions hereof shall be binding upon and inure to the benefit of Mortgagor, its heirs, personal representatives, successors and assigns including, without limitation, subsequent owners of the Property or any part thereof, and shall be binding upon and inure to the benefit of Bank, its successors and assigns and any future holder of the Note or other Obligations; (iv) Any notices, demands or requests shall be sufficiently given Mortgagor if in writing and mailed or delivered to the address of Mortgagor shown above or to another address as provided herein and to Bank if in writing and mailed or delivered to Wachovia Bank, National Association, Mail Code VA7628, P. O. Box 13327, Roanoke, VA 24040 or Wachovia Bank, National Association, Mail Code VA7628, 10 South Jefferson Street, Roanoke, VA 24011, or such other address as Bank may specify from time to time and in the event that Mortgagor changes Mortgagor's address at any time prior to the date the Obligations are paid in full, that party shall promptly give written notice of such change of address by registered or certified mail, return receipt requested, all charges prepaid. Notices to Bank must include the mail code. (v) This Mortgage may not be changed, terminated or modified orally or in any manner other than by an instrument in writing signed by the parties hereto; (vi) All references to "Bank" shall mean to "Bank (for itself and its affiliate)"; (vii) The captions or headings at the beginning of each paragraph hereof are for the convenience of the parties and are not a part of this Mortgage; (viii) If the lien of this Mortgage is invalid or unenforceable as to any part of the Obligations, the unsecured portion of the Obligations shall be completely paid (and all payments made shall be deemed to have first been applied to payment of the unsecured portion of the Obligations) prior to payment of the secured portion of the Obligations and if any clause, provision or obligation hereunder is determined invalid or unenforceable the remainder of this Mortgage shall be construed and enforced as if such clause, provision or obligation had not been contained herein; (ix) This Mortgage shall be governed by and construed under the laws of the jurisdiction where this Mortgage is recorded; (x) Mortgagor by execution and Bank by acceptance of this Mortgage agree to be bound by the terms and provisions hereof. **LIMITATION ON LIABILITY; WAIVER OF PUNITIVE DAMAGES.** EACH OF THE PARTIES HERETO, INCLUDING BANK BY ACCEPTANCE HEREOF, AGREES THAT IN ANY JUDICIAL, MEDIATION OR ARBITRATION PROCEEDING OR ANY CLAIM OR CONTROVERSY BETWEEN OR AMONG THEM THAT MAY ARISE OUT OF OR BE IN ANY WAY CONNECTED WITH THIS AGREEMENT, THE LOAN DOCUMENTS OR ANY OTHER AGREEMENT OR DOCUMENT BETWEEN OR AMONG THEM OR

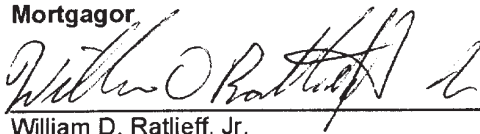
THE OBLIGATIONS EVIDENCED HEREBY OR RELATED HERETO, IN NO EVENT SHALL ANY PARTY HAVE A REMEDY OF, OR BE LIABLE TO THE OTHER FOR, (1) INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES OR (2) PUNITIVE OR EXEMPLARY DAMAGES. EACH OF THE PARTIES HEREBY EXPRESSLY WAIVES ANY RIGHT OR CLAIM TO PUNITIVE OR EXEMPLARY DAMAGES THEY MAY HAVE OR WHICH MAY ARISE IN THE FUTURE IN CONNECTION WITH ANY SUCH PROCEEDING, CLAIM OR CONTROVERSY, WHETHER THE SAME IS RESOLVED BY ARBITRATION, MEDIATION, JUDICIALLY OR OTHERWISE. **FINAL AGREEMENT.** This Agreement and the other Loan Documents represent the final agreement between the parties and may not be contradicted by evidence of prior, contemporaneous or subsequent oral agreements of the parties. There are no unwritten oral agreements between the parties.

WAIVER OF JURY TRIAL. TO THE EXTENT PERMITTED BY APPLICABLE LAW, MORTGAGOR BY EXECUTION HEREOF AND BANK BY ACCEPTANCE HEREOF, KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVE ANY RIGHT THEY MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION BASED ON, OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS DEED, THE LOAN DOCUMENTS OR ANY AGREEMENT CONTEMPLATED TO BE EXECUTED IN CONNECTION WITH THIS DEED, OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS (WHETHER VERBAL OR WRITTEN) OR ACTIONS OF ANY PARTY WITH RESPECT HERETO. THIS PROVISION IS A MATERIAL INDUCEMENT TO BANK TO ACCEPT THIS DEED.

MORTGAGOR AND BANK AGREE THAT THEY SHALL NOT HAVE A REMEDY OF PUNITIVE OR EXEMPLARY DAMAGES AGAINST THE OTHER IN ANY DISPUTE AND HEREBY WAIVE ANY RIGHT OR CLAIM TO PUNITIVE OR EXEMPLARY DAMAGES THEY HAVE NOW OR WHICH MAY ARISE IN THE FUTURE IN CONNECTION WITH ANY DISPUTE WHETHER THE DISPUTE IS RESOLVED BY ARBITRATION OR JUDICIALLY.

IN WITNESS WHEREOF, Mortgagor has signed and sealed this instrument as of the day and year first above written.

Mortgagor



(SEAL)

William D. Ratlieff, Jr.

State of Florida
County of Dade

Individual Acknowledgment

The foregoing instrument was acknowledged this day by William D. Ratieff, Jr., who is personally known to me or who has produced Driver License as identification.

Witness my hand and official seal, this 24 day of Jan, 2005.

Notary Seal

[Signature], Notary Public

Marilyn Footman
(Printed Name of Notary)

MARILYN FOOTMAN
NOTARY PUBLIC - STATE OF FLORIDA
COMMISSION #DD153559
EXPIRES 9/25/2006
BONDED THRU 1-888-NOTARY1

Commission Expires: 9/25/2006

Commission Number: DD15-3559

Tracking #: 616148648

EXHIBIT A

This Exhibit A is attached to a certain Mortgage by and between William D. Rattieff, Jr., Single, and Wachovia Bank, National Association, securing that certain Business Equity Line of even date herewith executed by Renaissance Marine, Inc. in the amount of \$100,000.00 dated January 24, 2005.

All that certain parcel of land situated in CITY OF DAVIE being known as ALL THAT CERTAIN PROPERTY SITUATED IN THE CITY OF DAVIE IN THE COUNTY OF BROWARD AND STATE OF FLORIDA AND BEING DESCRIBED IN A DEED DATED 8/26/1988 AND RECORDED 8/31/1988 IN BOOK 15742 PAGE 157 AMONG THE LAND RECORDS OF THE COUNTY AND STATE SET FORTH ABOVE AND REFERENCED AS FOLLOWS: UNIT 232 ALPINE WOODS CONDOMINIUM VILLA 2, ACCORDING TO DECLARATION OF CONDOMINIUM RECORDED 4/18/1974 IN BOOK 5721 PAGE 439 AND ANY AMENDMENTS THERE TO. PARCEL ID NUMBER: 50-41-28-AB-0320 and being more fully described in Deed Book 15742 Page 157 recorded on 08/31/1988 among the land records of BROWARD County, FL.

Parcel ID Number: 50-41-28-AB-0320

CONDOMINIUM ADDENDUM

THIS CONDOMINIUM ADDENDUM constitutes an addendum to the Agreement, is attached thereto, incorporated therein by reference and made a part thereof.

The Property includes 1 unit(s) in, together with an undivided interest in the common elements of, a condominium project known as: Alpine Woods Condominium Association (the "Condominium Project"). If the owners association or other entity which acts for the Condominium Project (the "Owners Association") holds title to property for the benefit or use of its members or shareholders, the Premises also includes Mortgagor's interest in the Owners Association and the uses, proceeds and benefits of Mortgagor's interest.

Condominium Covenants. In addition to the other covenants and agreements contained in the Agreement, Mortgagor further covenant and agrees as follows:

A. Condominium Obligations. Mortgagor shall perform all of Mortgagor's obligations under the Condominium Project's Constituent Documents. The "Constituent Documents" are the: (i) Declaration or any other document which creates the Condominium Project; (ii) by-laws; (iii) code of regulations; and (iv) other equivalent documents. Mortgagor shall promptly pay when due, all dues and assessments imposed pursuant to the Constituent Documents.

B. Hazard Insurance. So long as the Owners Association maintains, with a generally accepted insurance carrier, a "master" or "blanket" policy on the Condominium Project which is satisfactory to Bank and which provides insurance coverage in the amounts, for the periods, and against the hazards Bank requires, including fire and hazards included within the term "extended coverage", Mortgagor's obligation under the Agreement to maintain hazard insurance coverage on the Property is deemed satisfied to the extent that the required coverage is provided by the Owners Association policy. Mortgagor shall give Bank prompt notice of any lapse in required hazard insurance coverage provided by the master or blanket policy.

In the event of a distribution of hazard insurance proceeds in lieu of restoration or repair following a loss to the Property, whether to the unit(s) or to common elements, any proceeds payable to Mortgagor are hereby assigned and shall be paid to Bank for application to the sums secured by the Agreement, with any excess paid to Mortgagor or other person lawfully entitled thereto.

C. Public Liability Insurance. Mortgagor shall take such actions as may be reasonable to insure that the Owners Association maintains a public liability insurance policy acceptable in form, amount and extent of coverage to Bank.

D. Condemnation. The proceeds of any award or claim for damages, direct or consequential, payable to Mortgagor in connection with any condemnation or other taking of all or any part of the Property, whether of the unit(s) or of common elements, or for any conveyance in lieu of condemnation, are hereby assigned and shall be paid to Mortgagor. Such proceeds shall be applied by Bank to the sums secured by the Agreement.

E. Bank's Prior Consent. Mortgagor shall not, except after notice to Bank and with Bank's prior written consent, either partition or subdivide the Property or consent to:

(i) the abandonment or termination of the Condominium Project, except for abandonment or termination required by law in the case of substantial destruction by fire or other casualty or in the case of a taking by condemnation or eminent domain;

(ii) any amendment to any provision of the Constituent Documents if the provision is for the express benefit of Bank;



(iii) termination of professional management and assumption of self-management of the Owners Association; or

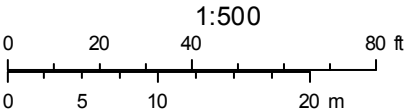
(iv) any action which would have the effect of rendering the public liability insurance coverage maintained by the Owners Association unacceptable to Bank.

F. Remedies. If Mortgagor does not pay condominium dues and assessments when due, then Bank may pay them. Any amounts disbursed by Bank under this paragraph shall become additional debt of Mortgagor secured by the Agreement. Unless Mortgagor and Bank agree to other terms of payment, these amounts shall bear interest from the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Bank to Mortgagor requesting payment.



March 17, 2016

-  Parcels
-  Parcels



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OFFICIAL USE

7010 1060 0001 0527 5780

Postage	\$
Certified Fee	
Return Receipt Fee (Endorsement Required)	
Restricted Delivery Fee (Endorsement Required)	
Total Postage &	

Postmark
Here

Sent To
Street, Apt. No.,
or PO Box No.
City, State, ZIP+4

**TD 35285 AUGUST 2016 WARNING
ALPINE WOODS ASSN INC
%OXYGEN ASSN SERVICES
8512 OLD COUNTRY MANOR 232
DAVIE, FL 33328**

7010 1060 0001 0527 5797

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Certified Fee	
Return Receipt Fee (Endorsement Required)	
Restricted Delivery Fee (Endorsement Required)	

Postmark
Here

Total Postage **TD 35285 AUGUST 2016 WARNING**

Sent To
Street, Apt. No.,
or PO Box No.
City, State, ZIP+

**ALPINE WOODS ASSN INC
%OXYGEN ASSN SERVICES
2801 N UNIVERSITY DR #204
CORAL SPRINGS, FL 33024**

U.S. Postal Service™
CERTIFIED MAIL® RECEIPT
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For delivery information, visit our website at www.usps.com®.

OFFICIAL USE

Certified Mail Fee

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Extra Services & Fees (check box, add fee as appropriate)

- | | | |
|--|----|-------|
| <input type="checkbox"/> Return Receipt (hardcopy) | \$ | _____ |
| <input type="checkbox"/> Return Receipt (electronic) | \$ | _____ |
| <input type="checkbox"/> Certified Mail Restricted Delivery | \$ | _____ |
| <input type="checkbox"/> Adult Signature Required | \$ | _____ |
| <input type="checkbox"/> Adult Signature Restricted Delivery | \$ | _____ |

Postmark
Here

Postage

\$

Total Postage and

\$

Sent To

Street and Apt. No

City, State, ZIP+4¹

**TD 35285 JULY 2016 WARNING
WACHOVIA BANK, N.A.
225 WATER ST
JACKSONVILLE, FL 32202**

PS Form 3800, April 2015 PSN 7530-02-000-9047

See Reverse for Instructions

7015 3430 0000 2496

2015 6042 0000 0426 5101

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Extra Services & Fees (check box, add fee as appropriate)

- Return Receipt (hardcopy) \$ _____
- Return Receipt (electronic) \$ _____
- Certified Mail Restricted Delivery \$ _____
- Adult Signature Required \$ _____
- Adult Signature Restricted Delivery \$ _____

Postmark
Here

Postage

\$

Total Postage and

\$

Sent To

Street and Apt. No.

City, State, ZIP+4

**TD 35285 JULY 2016 WARNING
ALPINE WOODS ASSN INC
%OXYGEN ASSN SERVICES
2801 N UNIVERSITY DR #204
CORAL SPRINGS, FL 33024**

U.S. Postal Service™
CERTIFIED MAIL® RECEIPT
Domestic Mail Only

For delivery information, visit our website at www.usps.com®.

OFFICIAL USE

7015 3439 0000 2409 1519

Certified Mail Fee

\$

Extra Services & Fees (check box, add fee as appropriate)

- | | | |
|--|----|-------|
| <input type="checkbox"/> Return Receipt (hardcopy) | \$ | _____ |
| <input type="checkbox"/> Return Receipt (electronic) | \$ | _____ |
| <input type="checkbox"/> Certified Mail Restricted Delivery | \$ | _____ |
| <input type="checkbox"/> Adult Signature Required | \$ | _____ |
| <input type="checkbox"/> Adult Signature Restricted Delivery | \$ | _____ |

Postmark
Here

Postage

\$

Total Postage and

\$

Sent To

Street and Apt. No.

City, State, ZIP+4

TD 35285 JULY 2016 WARNING
ALPINE WOODS ASSOCIATION, INC.
C/O LEWIS, ARTHUR
800 CORPORATE DR., #500
FT LAUDERDALE, FL 33334

PS Form 3800, April 2015 PSN 7530-02-000-9047

See Reverse for Instructions

7015 3430 0000 2409 1533

U.S. Postal Service™
CERTIFIED MAIL® RECEIPT
Domestic Mail Only

For delivery information, visit our website at www.usps.com®.

OFFICIAL USE

Certified Mail Fee	\$
Extra Services & Fees (check box, add fee as appropriate)	
<input type="checkbox"/> Return Receipt (hardcopy)	\$
<input type="checkbox"/> Return Receipt (electronic)	\$
<input type="checkbox"/> Certified Mail Restricted Delivery	\$
<input type="checkbox"/> Adult Signature Required	\$
<input type="checkbox"/> Adult Signature Restricted Delivery	\$

Postmark
Here

Postage	\$
Total Postage and Fees	\$

Sent To _____
Street and Apt. No. _____
City, State, ZIP+4 _____

**TD 35285 JULY 2016 WARNING
ALPINE WOODS ASSN INC
%OXYGEN ASSN SERVICES
8512 OLD COUNTRY MANOR 232
DAVIE, FL 33328**

U.S. Postal Service™
CERTIFIED MAIL® RECEIPT
Domestic Mail Only

7025 3430 0000 2409 1526

For delivery information, visit our website at www.usps.com®.

OFFICIAL USE

Certified Mail Fee	\$
Extra Services & Fees (check box, add fee as appropriate)	
<input type="checkbox"/> Return Receipt (hardcopy)	\$
<input type="checkbox"/> Return Receipt (electronic)	\$
<input type="checkbox"/> Certified Mail Restricted Delivery	\$
<input type="checkbox"/> Adult Signature Required	\$
<input type="checkbox"/> Adult Signature Restricted Delivery	\$

Postmark
Here

Postage
\$

Total Postage and

\$

Sent To

Street and Apt. No.

City, State, ZIP+4

**TD 35285 JULY 2016 WARNING
ALPINE WOODS ASSOCIATION, INC.
8527 OLD COUNTRY MANOR
FT LAUDERDALE, FL 33328**

U.S. Postal Service™
CERTIFIED MAIL® RECEIPT
Domestic Mail Only

For delivery information, visit our website at www.usps.com®.

OFFICIAL USE

7015 3430 0000 2409 1540

Certified Mail Fee

\$

Extra Services & Fees (check box, add fee as appropriate)

- Return Receipt (hardcopy) \$ _____
- Return Receipt (electronic) \$ _____
- Certified Mail Restricted Delivery \$ _____
- Adult Signature Required \$ _____
- Adult Signature Restricted Delivery \$ _____

Postmark
Here

Postage

\$

Total Postage and

\$

Sent To

Street and Apt. No.

City, State, ZIP+4

**TD 35285 JULY 2016 WARNING
TOWN OF DAVIE
6591 ORANGE DR
DAVIE, FL 33314**

PS Form 3800, April 2015 PSN 7530-02-000-9047

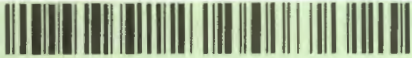
See Reverse for Instructions

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

**TD 35285 JULY 2016 WARNING
TOWN OF DAVIE
6591 ORANGE DR
DAVIE, FL 33314**



9590 9402 1374 5285 4068 72

7015 3430 0000 2409 1540

PS Form 3811, July 2015 PSN 7530-02-000-9053

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X

Agent

Addressee

B. Received by (Printed Name)

C. Date of Delivery

6-6-16

D. Is delivery address different from item 1? Yes
If YES, enter delivery address below: No

3. Service Type

- | | |
|--|---|
| <input type="checkbox"/> Adult Signature | <input type="checkbox"/> Priority Mail Express® |
| <input type="checkbox"/> Adult Signature Restricted Delivery | <input type="checkbox"/> Registered Mail™ |
| <input type="checkbox"/> Certified Mail® | <input type="checkbox"/> Registered Mail Restricted Delivery |
| <input type="checkbox"/> Certified Mail Restricted Delivery | <input type="checkbox"/> Return Receipt for Merchandise |
| <input type="checkbox"/> Collect on Delivery | <input type="checkbox"/> Signature Confirmation™ |
| <input type="checkbox"/> Collect on Delivery Restricted Delivery | <input type="checkbox"/> Signature Confirmation Restricted Delivery |
| <input type="checkbox"/> Mail Restricted Delivery | |

(over 500)

Domestic Return Receipt

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

**TD 35285 JULY 2016 WARNING
ALPINE WOODS ASSN INC
%OXYGEN ASSN SERVICES
2801 N UNIVERSITY DR #204
CORAL SPRINGS, FL 33024**



9590 9402 1374 5285 4069 19

7015 3430 0000 2409 1502

PS Form 3811, July 2015 PSN 7530-02-000-9053

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X

- Agent
- Addressee

B. Received by (*Printed Name*)

C. Date of Delivery

D. Is delivery address different from item 1? Yes
If YES, enter delivery address below: No

3. Service Type

- Adult Signature
- Adult Signature Restricted Delivery
- Certified Mail®
- Certified Mail Restricted Delivery
- Collect on Delivery
- Collect on Delivery Restricted Delivery
- Insured Mail
- Insured Mail Restricted Delivery (over \$500)
- Priority Mail Express®
- Registered Mail™
- Registered Mail Restricted Delivery
- Return Receipt for Merchandise
- Signature Confirmation™
- Signature Confirmation Restricted Delivery

Domestic Return Receipt

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

**TD 35285 JULY 2016 WARNING
ALPINE WOODS ASSOCIATION, INC.
C/O LEWIS, ARTHUR
800 CORPORATE DR., #500
FT LAUDERDALE, FL 33334**



9590 9402 1374 5285 4069 02

7015 3430 0000 2409 1519

PS Form 3811, July 2015 PSN 7530-02-000-9053

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X *P. M. Ferguson* Agent
 Addressee

B. Received by (Printed Name)

PAULINE M. FERGUSON C. Date of Delivery *6/6/16*

D. Is delivery address different from item 1? Yes
 If YES, enter delivery address below: No

3. Service Type

- | | |
|--|---|
| <input type="checkbox"/> Adult Signature | <input type="checkbox"/> Priority Mail Express® |
| <input type="checkbox"/> Adult Signature Restricted Delivery | <input type="checkbox"/> Registered Mail™ |
| <input type="checkbox"/> Certified Mail® | <input type="checkbox"/> Registered Mail Restricted Delivery |
| <input type="checkbox"/> Certified Mail Restricted Delivery | <input type="checkbox"/> Return Receipt for Merchandise |
| <input type="checkbox"/> Collect on Delivery | <input type="checkbox"/> Signature Confirmation™ |
| <input type="checkbox"/> Collect on Delivery Restricted Delivery | <input type="checkbox"/> Signature Confirmation Restricted Delivery |
| <input type="checkbox"/> Mail Restricted Delivery (over \$500) | |

Domestic Return Receipt