



**339 SIXTH AVENUE, SUITE 1400
PITTSBURGH, PA 15222**
Phone: (412) 391-5555 Fax: (412) 391-7608
E-mail: TitleExpress@grantstreet.com

www.GrantStreet.com

PROPERTY INFORMATION REPORT

ORDER DATE: 05/31/2019

REPORT EFFECTIVE DATE: 20 YEARS UP TO 05/29/2019

CERTIFICATE # 2016-12803

ACCOUNT # 504204050200

ALTERNATE KEY # 490445

TAX DEED APPLICATION # 43176

COUNTY, STATE: BROWARD, FL

At the request of the County Tax Collector for the above-named county, a search has been made of the Public Records for the following described property:

LEGAL DESCRIPTION:

Lot 10, Block 2, of TUSKEEGEE PARK, according to the Plat thereof, as recorded in Plat Book 3, page 9, of the Public Records of Broward County, Florida.

PROPERTY ADDRESS: 1025 NW 5 COURT, FORT LAUDERDALE FL 33311

OWNER OF RECORD ON CURRENT TAX ROLL:

SONIA WILLIAMS EUTSEY

4123 NW 79 AVE

SUNRISE, FL 33351-6389 (Matches Property Appraiser records.)

APPARENT TITLE HOLDER & ADDRESS OF RECORD:

SONIA WILLIAMS EUTSEY

OR: 29185, Page: 1548

4123 NW 79 AVENUE

OR: 29185, Page: 1550

SUNRISE, FL 33351 (Per Deeds)

OR: 29185, Page: 1552

OR: 29185, Page: 1554

MORTGAGE HOLDER OF RECORD:

EQUITYLINK, INC.

OR: 45943, Page: 1363

(Per Partial Assignment of Mortgage. No address found on document.)

EQUITYLINK, INC.

220 N. STATE ROAD 7

HOLLYWOOD, FL 33021 (Per Re-recorded Mortgage in 44483-670.)

VILLARROEL JAMES, REGISTERED AGENT

O/B/O EQUITYLINK, INC.

233 N FEDERAL HIGHWAY SUITE #65

DANIA BEACH, FL 33004 (Per Sunbiz)

JOSEPH P. CAMPI, TRUSTEE OF THE

OR: 48346, Page: 889

JOSEPH P. CAMPI REVOCABLE LIVING TRUST

DATED JULY 3RD, 1986

4320 INTRACOASTAL DRIVE

HIGHLAND BEACH, FL 33487 (Per Partial Assignment of Mortgage.)

EQUITY TRUST COMPANY, CUST.,
FBO WILLIAM FLEISCHER IRA
1 EQUITY WAY

Instrument: 113415470

WESTLAKE, OH 44145 (Per Modification of Mortgage. No Sunbiz record found.)

LIENHOLDERS AND OTHER INTERESTED PARTIES OF RECORD:

JASON HURLEY
3500 S.W. 121 AVENUE
DAVIE, FL 33330-1629 (Tax Deed Applicant)

CITY OF FORT LAUDERDALE
UNSAFE STRUCTURES BOARD
(Per Lien. No address found on document.)

OR: 32447, Page: 237

CITY OF FORT LAUDERDALE
COMMUNITY AND ECONOMIC DEVELOPMENT
DEPARTMENT COMMUNITY INSPECTIONS BUREAU
300 N.W. 1ST AVENUE
FORT LAUDERDALE, FL 33301 (Per Lien in 32447-237.)

KEVIN EUTSEY
(Per Re-recorded Mortgage 44483-670. Additional mortgagor. No address found on document.)

GLENN BRYAN
701 NW 33 AVENUE
FORT LAUDERDALE, FL 33311 (Per Re-recorded Mortgage in 44483-670. Additional mortgagor.)

PROPERTY INFORMATION REPORT – CONTINUED

PARCEL IDENTIFICATION NUMBER: 5042 04 05 0200

CURRENT ASSESSED VALUE: \$24,500

HOMESTEAD EXEMPTION: No

MOBILE HOME ON PROPERTY: No

OUTSTANDING CERTIFICATES: N/A

OPEN BANKRUPTCY FILINGS FOUND? No

OTHER INSTRUMENTS ASSOCIATED WITH PROPERTY BUT NO NOTICE REQUIRED:

Death Certificate

OR: 28862, Page: 143

Order Determining Homestead

OR: 29385, Page: 1098

(This order was recorded out of order and should have been recorded
prior to the 4 Deeds in Sonia Williams Eutsey)

Mortgage

OR: 42962, Page: 740

Assignment of Mortgage

OR: 43017, Page: 835

Re-recorded Mortgage

OR: 44483, Page: 670

(Corrects Mortgage in 42963-740.)

Assignment of Mortgage

OR: 45232, Page: 267

Modification of Mortgage

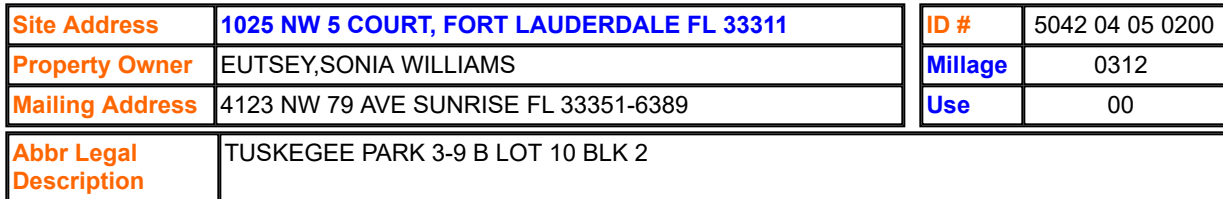
OR: 47805, Page: 274

This is a Property Information Report that has been prepared in accordance with the requirements of Sections 197.502(4) and (5), Florida Statutes, and which satisfies the minimum standards set forth in the Florida Administrative Code, Chapter 12D-13.016. This report is not title insurance. It is not an opinion of title, title insurance policy, warranty of title or any other assurance as to the status of title, and shall not be used for the purpose of issuing title insurance.

Pursuant to s. 627.7843, Florida Statutes, the maximum liability of the issuer of this property information report for errors or omissions in this property information report is limited to the amount paid for this property information report, and is further limited to the person(s) expressly identified by name in the property information report as the recipient(s) of the property information report.

Karen Klein

Title Examiner



Property Assessment Values					
Year	Land	Building / Improvement	Just / Market Value	Assessed / SOH Value	Tax
2018	\$24,500		\$24,500	\$16,940	
2017	\$21,000		\$21,000	\$15,400	\$321.13
2016	\$14,000		\$14,000	\$14,000	\$266.72
2018 Exemptions and Taxable Values by Taxing Authority					
	County	School Board	Municipal	Independent	
Just Value	\$24,500	\$24,500	\$24,500	\$24,500	
Portability	0	0	0	0	
Assessed/SOH	\$16,940	\$24,500	\$16,940	\$16,940	
Homestead	0	0	0	0	
Add. Homestead	0	0	0	0	
Wid/Vet/Dis	0	0	0	0	
Senior	0	0	0	0	
Exempt Type	0	0	0	0	
Taxable	\$16,940	\$24,500	\$16,940	\$16,940	

Sales History				Land Calculations		
Date	Type	Price	Book/Page or CIN	Price	Factor	Type
9/8/1998	QCD	\$100	29185 / 1552	\$3.50	7,000	SF
				Adj. Bldg. S.F.		

Special Assessments								
Fire	Garb	Light	Drain	Impr	Safe	Storm	Clean	Misc
03								
L								
1								

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

CERTIFICATE OF MAILING NOTICES

Tax Deed #43176

STATE OF FLORIDA
COUNTY OF BROWARD

THIS IS TO CERTIFY that I, County Administrator in and for Broward County, Florida, did on the 3rd day of September 2019, 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:

SONIA WILLIAMS EUTSEY 4123 NW 79 AVENUE SUNRISE, FL 33351	EQUITY TRUST COMPANY, CUST., FBO WILLIAM FLEISCHER IRA 1 EQUITY WAY WESTLAKE, OH 44145	EQUITYLINK, INC. 220 N. STATE ROAD 7 HOLLYWOOD, FL 33021	EQUITYLINK, INC. 233 N FEDERAL HIGHWAY STE #65 DANIA BEACH, FL 33004
JOSEPH P. CAMPI, TRUSTEE OF THE JOSEPH P. CAMPI REVOCABLE LIVING TRUST DATED JULY 3RD, 1986 4320 INTRACOASTAL DRIVE HIGHLAND BEACH, FL 33487	CITY OF FORT LAUDERDALE COMMUNITY AND ECONOMIC DEVELOPMENT DEPARTMENT COMMUNITY INSPECTIONS BUREAU 300 N.W. 1ST AVENUE FORT LAUDERDALE, FL 33301	CITY OF FORT LAUDERDALE UNSAFE STRUCTURES BOARD 700 NW 19TH AVENUE FORT LAUDERDALE, FL 33311	GLENN BRYAN 701 NW 33 AVENUE FORT LAUDERDALE, FL 33331
KEVIN EUTSEY 4123 NW 79 AVE SUNRISE, FL 33351	BRIMM, ARLENE ADAMS PO BOX 822271 PEMBROKE PINES, FL 33082	CITY OF FORT LAUDERDALE ATTN: CITY ATTORNEY OFFICE 100 N ANDREWS AVE 7TH FLOOR FORT LAUDERDALE, FL 33301	EQUITY TRUST COMPANY CUST., FBO WILLIAM FLEISCHER IRA 225 BURNS RD ELYRIA, OH 44035
EQUITYLINK INC C/O JAMES, VILLARROEL 233 N FEDERAL HIGHWAY STE #65 DANIA BEACH, FL 33004	EUTSEY, SONIA WILLIAMS 1025 NW 5 CT FORT LAUDERDALE, FL 33311	FISERV ISS & CO, FBO WILLIAM FLEISCHER PO BOX 173785 DENVER, CO 80217	GLENN BRYAN 7255 NW 54 CT LAUDERHILL, FL 33319
MARVIN, TEDERRA 1029 NW 5 CT FORT LAUDERDALE, FL 33311-8025			

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 3rd day of September 2019 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 Juliette M. Aikman

23

Broward County, Florida

RECORDS, TAXES & TREASURY DIVISION/TAX DEED SECTION

NOTICE OF APPLICATION FOR TAX DEED NUMBER 43176

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: 504204-05-0200
Certificate Number: 12803
Date of Issuance: 05/25/2017
Certificate Holder: HURLEY, JASON
Description of Property: TUSKEGEE PARK 3-9 B
LOT 10 BLK 2

INSTR # 115926713

Recorded 07/12/19 at 04:35 PM
Broward County Commission
1 Page(s)
#23

Name in which assessed: EUTSEY, SONIA WILLIAMS
Legal Titleholders: EUTSEY, SONIA WILLIAMS
4123 NW 79 AVE
SUNRISE, FL 33351-6389

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

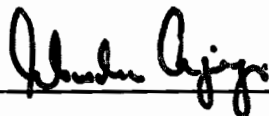
Unless such certificate shall be redeemed according to law the property described in such certificate will be sold to the highest bidder on the 16th day of October, 2019. Pre-bidding shall open at 9:00 AM EDT, sale shall commence at 10:00 AM EDT and shall begin closing at 11:01 AM EDT at:

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

Dated this 12th day of September, 2019.

Bertha Henry
County Administrator
RECORDS, TAXES, AND TREASURY DIVISION

By: _____



Abiodun Ajayi
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: 09/12/2019, 09/19/2019, 09/26/2019 & 10/03/2019
Minimum Bid: 1946.41

Broward County, Florida

RECORDS, TAXES & TREASURY DIVISION/TAX DEED SECTION

NOTICE OF APPLICATION FOR TAX DEED NUMBER 43176

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: 504204-05-0200
Certificate Number: 12803
Date of Issuance: 05/25/2017
Certificate Holder: HURLEY, JASON
Description of Property: TUSKEGEE PARK 3-9 B
LOT 10 BLK 2

Name in which assessed: EUTSEY, SONIA WILLIAMS
Legal Titleholders: EUTSEY, SONIA WILLIAMS
4123 NW 79 AVE
SUNRISE, FL 33351-6389

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 16th day of October, 2019. 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.deedauktion.net
**Pre-registration is required to bid.*

Dated this 12th day of September, 2019.

Bertha Henry
County Administrator
RECORDS, TAXES, AND TREASURY DIVISION

By:  _____

Abiodun Ajayi
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: 09/12/2019, 09/19/2019, 09/26/2019 & 10/03/2019
Minimum Bid: 2365.41

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 GUERLINE 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

43176

NOTICE OF APPLICATION FOR TAX DEED
CERTIFICATE NUMBER: 12803

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

09/12/2019 09/19/2019 09/26/2019 10/03/2019

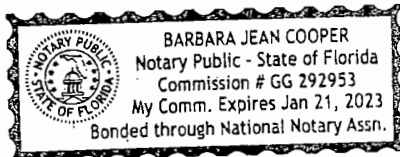
Affiant further says that the said Broward Daily Business Review is a newspaper published at Fort Lauderdale, in said Broward County, Florida and that the said newspaper has heretofore been continuously published in said Broward County, Florida each day (except Saturday, Sunday and Legal Holidays) and 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

3 day of OCTOBER, A.D. 2019

(SEAL)

GUERLINE WILLIAMS personally known to me



Broward County, Florida RECORDS, TAXES & TREASURY DIVISION/TAX DEED SECTION NOTICE OF APPLICATION FOR TAX DEED NUMBER 43176

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: 504204-05-0200

Certificate Number: 12803

Date of Issuance: 05/25/2017

Certificate Holder:

HURLEY, JASON

Description of Property:

TUSKEGEE PARK 3-9 B

LOT 10 BLK 2

Name in which assessed:

EUTSEY, SONIA WILLIAMS

Legal Titleholders:

EUTSEY, SONIA WILLIAMS

4123 NW 79 AVE

SUNRISE, FL 33351-6389

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 16th day of October, 2019. 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.deedauktion.net

*Pre-registration is required to bid.

Dated this 12th day of September, 2019.

Bertha Henry

County Administrator

RECORDS, TAXES, AND

TREASURY DIVISION

(Seal)

By: Abiodun Ajayi

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.

Minimum Bid: 2365.41

401-314

9/12-19-26 10/3 19-17/0000423972B

BROWARD COUNTY SHERIFF'S OFFICE
P.O. BOX 9507 FORT LAUDERDALE, FLORIDA 33310

RETURN OF SERVICE

Assignment: 16670 **SERVE ASAP - RETURN TO TAX NOTICE TRAY** Service Sheet # 19-036674

BROWARD COUNTY, FL vs. EUTSEY, SONIA WILLIAMS TD 43176

TAX SERVICE VS. **COUNTY/BROWARD** DEFENDANT TD 43176 CASE

TYPE OF WRIT EUTSEY, SONIA WILLIAM COURT 4123 NW 79 AVENUE HEARING DATE

SERVE SUNRISE, FL 33351

14276
BROWARD COUNTY REVENUE-DELINQ TAX SECTION
115 S. ANDREWS AVENUE, ROOM A-100
FT LAUDERDALE, FL 33301
JULIE AKMAN, SUPV.

Received this process on 9-11-19 0630
Date 9/11/19

☒ Served
☐ Not Served - see comments

9-11-19 at 1218
Date Time

9884 Attorney

On EUTSEY, SONIA WILLIAM, in Broward County, Florida, by serving the within named person a true copy of the writ, with the date and time of service endorsed thereon by me, and a copy of the complaint, petition, or initial pleading, by the following method:

☐ **INDIVIDUAL SERVICE**

SUBSTITUTE SERVICE:

☐ At the defendant's usual place of abode on "any person residing therein who is 15 years of age or older", to wit:

_____, in accordance with F.S. 48.031(1)(a)

☐ To _____, the defendant's spouse, at _____ in accordance with F.S. 48.031(2)(a)

☐ To _____, the person in charge of the defendant's business in accordance with F.S. 48.031(2)(b), after two or more attempts to serve the defendant have been made at the place of business

CORPORATE SERVICE:

☐ To _____, holding the following position of said corporation _____ in the absence of any superior officer in accordance with F.S. 48.081

☐ To _____, an employee of defendant corporation in accordance with F.S. 48.081(3)

☐ To _____, as resident agent of said corporation in accordance with F.S. 48.091

☐ **PARTNERSHIP SERVICE:** To _____, partner, or to _____, designated employee or person in charge of partnership, in accordance with F.S. 48.061(1)

☐ **POSTED RESIDENTIAL:** By attaching a true copy to a conspicuous place on the property described in the complaint or summons. Neither the tenant nor a person residing therein 15 years of age or older could be found at the defendant's usual place of abode in accordance with F.S. 48.183

1st attempt date/time: _____ 2nd attempt date/time: _____

☐ **POSTED COMMERCIAL:** By attaching a true copy to a conspicuous place on the property in accordance with F.S. 48.183

1st attempt date/time: _____ 2nd attempt date/time: _____

☒ **OTHER RETURNS:** See comments

COMMENTS: Posted 9-11-19 1218 16670

You can now check the status of your writ by visiting the Broward Sheriff's Office Website at www.sheriff.org and clicking on the icon "Service Inquiry"

GREGORY TONY, SHERIFF
BROWARD COUNTY, FLORIDA

BY: [Signature] 16670 D.S.
Loper

ORIGINAL

BROWARD COUNTY, FORT LAUDERDALE, FLORIDA
RECORDS, TAXES AND TREASURY DIVISION/TAX DEED SECTION
PROPERTY ID # 504204-05-0200 (TD # 43176)

RECEIVED SHERIFF
2019 SEP 10 AM 10:40

WARNING

PROPERTY IN WHICH YOU ARE INTERESTED IS LISTED IN THE ENCLOSED NOTICE BROWARD COUNTY, FLORIDA

BROWARD COUNTY SHERIFF'S DEPT
ATTN: CIVIL DIVISION
FT LAUDERDALE, FL 33312

ORIGINAL DOCUMENT

NOTE

AS PER FLORIDA STATUTES 197.542, THIS PROPERTY IS BEING SCHEDULED FOR TAX DEED AUCTION, AND WILL NO LONGER BE ABLE TO BE REDEEMED. OTHER TAX YEARS MAY BE OWED BUT NOT INCLUDED IN THE AMOUNT BELOW PLEASE CALL FOR MORE INFORMATION.

FLA. STATUTES MAY REQUIRE US TO NOTIFY ALL PROPERTY OWNERS WHO LIVE AROUND THE PROPERTY SCHEDULED 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 amounts below)

MAKE CHECKS PAYABLE TO: BROWARD COUNTY TAX COLLECTOR

* Amount due if paid by September 30, 2019\$2,338.71

Or

* Amount due if paid by October 15, 2019\$2,365.41

*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 October 16, 2019 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 OR 5395

FOR TAX DEEDS PROCESS AND AUCTION RULES, PLEASE VISIT

www.broward.org/recordstaxestreasury

PLEASE SERVE THIS ADDRESS OR LOCATION

EUTSEY, SONIA WILLIAMS
4123 NW 79 AVE
SUNRISE, FL 33351-6389

**NOTE: THIS IS NOT THE ADDRESS OF THE PROPERTY SCHEDULED FOR AUCTION
THIS IS THE ADDRESS OF THE OWNER!**

BROWARD COUNTY SHERIFF'S OFFICE
P.O. BOX 9507 FORT LAUDERDALE, FLORIDA 33310

RETURN OF SERVICE

Assignment: 9750 **SERVE ASAP - RETURN TO TAX NOTICE TRAY** Service Sheet # 19-036576
BROWARD COUNTY, FL vs. EUTSEY, SONIA WILLIAMS TD 43176
TAX SALE NOTICE PLAINTIFF VS. COUNTY/BROWARD DEFENDANT CASE
EUTSEY, SONIA WILLIAM TYPE OF WRIT COURT HEARING DATE
1025 NW 5 COURT 1025 NW 5 COURT
FORT LAUDERDALE, FL 33311 0700

14279
BROWARD COUNTY REVENUE-DELINQ TAX SECTION
115 S. ANDREWS AVENUE, ROOM A-100
FT LAUDERDALE, FL 33301
JULIE AIKMAN, SUPV.

Received this process on 9/11/2019
Date 9/11/2019

☒ Served
☐ Not Served - see comments
9/11/2019 at 1357
Date Time

0884 Attorney

On EUTSEY, SONIA WILLIAM in Broward County, Florida, by serving the within named person a true copy of the writ, with the date and time of service endorsed thereon by me, and a copy of the complaint, petition, or initial pleading, by the following method:

☐ **INDIVIDUAL SERVICE**

SUBSTITUTE SERVICE:

- ☐ At the defendant's usual place of abode on "any person residing therein who is 15 years of age or older", to wit: _____, in accordance with F.S. 48.031(1)(a)
- ☐ To _____, the defendant's spouse, at _____ in accordance with F.S. 48.031(2)(a)
- ☐ To _____, the person in charge of the defendant's business in accordance with F.S. 48.031(2)(b), after two or more attempts to serve the defendant have been made at the place of business

CORPORATE SERVICE:

- ☐ To _____, holding the following position of said corporation _____ in the absence of any superior officer in accordance with F.S. 48.081
- ☐ To _____, an employee of defendant corporation in accordance with F.S. 48.081(3)
- ☐ To _____, as resident agent of said corporation in accordance with F.S. 48.091
- ☐ **PARTNERSHIP SERVICE:** To _____, partner, or to _____, designated employee or person in charge of partnership, in accordance with F.S. 48.061(1)

☐ **POSTED RESIDENTIAL:** By attaching a true copy to a conspicuous place on the property described in the complaint or summons. Neither the tenant nor a person residing therein 15 years of age or older could be found at the defendant's usual place of abode in accordance with F.S. 48.183

1st attempt date/time: _____ 2nd attempt date/time: _____

☐ **POSTED COMMERCIAL:** By attaching a true copy to a conspicuous place on the property in accordance with F.S. 48.183

1st attempt date/time: _____ 2nd attempt date/time: _____

☒ **OTHER RETURNS:** See comments

COMMENTS: 1357 9/11/2019 Post by 9750 Harper

You can now check the status of your writ by visiting the Broward Sheriff's Office Website at www.sheriff.org and clicking on the icon "Service Inquiry"

GREGORY TONY, SHERIFF
BROWARD COUNTY, FLORIDA

BY: Valerie A. Harper 9700 D.S.
Valerie A. Harper

ORIGINAL

BROWARD COUNTY, FORT LAUDERDALE, FLORIDA
RECORDS, TAXES AND TREASURY DIVISION/TAX DEED SECTION
PROPERTY ID # 504204-05-0200 (TD #43176)

RECEIVED SHERIFF
2019 SEP 10 AM 10:40
BROWARD COUNTY, FLORIDA

WARNING

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

BROWARD COUNTY SHERIFF'S DEPT
ATTN: CIVIL DIVISION
FT LAUDERDALE, FL 33312

NOTE

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

AMOUNT NECESSARY TO REDEEM: (See amounts below)

MAKE CHECKS PAYABLE TO: BROWARD COUNTY TAX COLLECTOR

* Amount due if paid by September 30, 2019\$2,338.71

Or

* Amount due if paid by October 15, 2019\$2,365.41

*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 October 16, 2019 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 OR 5395

FOR TAX DEEDS PROCESS AND AUCTION RULES, PLEASE VISIT

www.broward.org/recordstaxestreasury

PLEASE SERVE THIS ADDRESS OR LOCATION

EUTSEY, SONIA WILLIAMS
1025 NW 5 COURT
FORT LAUDERDALE, FL 33311

NOTE: THIS IS THE ADDRESS OF THE PROPERTY SCHEDULED FOR AUCTION

99-049576 T#001
01-28-99 11:55AM

\$ 0.70
DOCU. STAMPS-DEED
RECVD. BROWARD CNTY
COUNTY ADMIN.

This instrument prepared by
Harvey L. Rubinchik, P.A.
1776 N. Pine Island Rd. #118
Plantation, FL 33322
Record and return to:
Barrister Title Services, Inc.
1776 N. Pine Island Rd. #118
Plantation, FL 33322

Grantor's Soc. Sec. No.: [REDACTED]

Property Identification No.: 0204-05-0200

PERSONAL REPRESENTATIVE DEED

Made this 13 day of January, 1999, by and between, SONIA WILLIAMS EUTSEY, as Personal Representative of the Estate of FLORA WILLIAMS, party of the first part, and SONIA WILLIAMS EUTSEY, a married woman, whose post office address is 4123 NW 79 Avenue, Sunrise, FL 33351, party of the second part, whose Social Security No. is: [REDACTED]

WITNESSETH, That the said party of the first part, for and in consideration of the sum of TEN (\$10.00) Dollars to me in hand paid by the said party of the second part, the receipt whereof is hereby acknowledged, has granted, bargained, and sold to the said party of the second part, her heirs and assigns forever, the following described land, situate, and being in the County of Broward, State of Florida, to-wit:

LOT 10, BLOCK 2 OF TUSKEEGEE PARK, according to the plat thereof as recorded in Plat Book 3, Page 9 of the Public Records of Broward County, Florida.

a/k/a 1025 NW 5 Court, Fort Lauderdale, Broward County, Florida.

SUBJECT TO: 1. Taxes for the year 1999 and all subsequent years.
2. Easements, restrictions, reservations and limitations of record, if any.
NOTE: The above property is not the homestead of the Grantor, Grantor resides at 4123 NW 79 Avenue, Sunrise, FL 33351

TOGETHER with all and singular the tenements, hereditament, and appurtenances belonging or in anywise appertaining to the real property.

TO HAVE and TO HOLD the same to Grantee, and Grantee's heirs and assigns, in fee simple forever.

AND Grantor does covenant to and with the Grantee, and Grantee's heirs and assigns, that in all things preliminary to and in and about this conveyance, and the laws of the State of Florida have been followed and complied with in all respects.

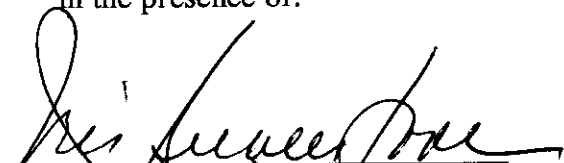
BK 29185 PG 1548

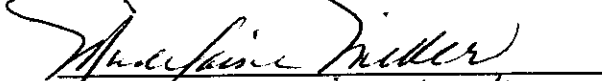
14017


2
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IN WITNESS WHEREOF, The said party of the first part have hereunto set her hand and seal the day and year first above written.

Signed, sealed and delivered
in the presence of:


Witness Iris Silverstone


Witness Madeline Miller

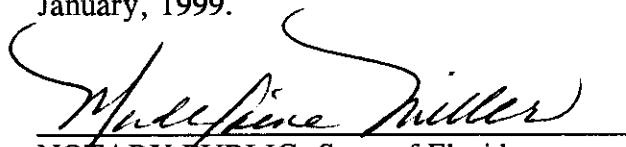

SONIA WILLIAMS EUTSEY, as Personal
Representative of the Estate of Flora Williams

STATE OF FLORIDA

COUNTY OF BROWARD

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, personally appeared: SONIA WILLIAMS EUTSEY, as Personal Representative of the Estate of Flora Williams, to me known to be the person described in and who executed the foregoing instrument and she acknowledged before me that she executed the same.

WITNESS my hand and official seal in the County and State last aforesaid this 13 day of January, 1999.


NOTARY PUBLIC, State of Florida

Print Name:

My Commission Expires:



RECORDED IN THE OFFICIAL RECORDS BOOK
OF BROWARD COUNTY, FLORIDA
COUNTY ADMINISTRATOR

BK 29185 PG 1549



[Department of State](#) / [Division of Corporations](#) / [Search Records](#) / [Detail By Document Number](#) /

Detail by Entity Name

Florida Profit Corporation
EQUITYLINK, INC.

Filing Information

Document Number	P01000083322
FEI/EIN Number	65-1132216
Date Filed	08/23/2001
State	FL
Status	INACTIVE
Last Event	ADMIN DISSOLUTION FOR ANNUAL REPORT
Event Date Filed	09/23/2016
Event Effective Date	NONE

Principal Address

233 N FEDERAL HIGHWAY
SUITE #65
DANIA BEACH, FL 33004

Changed: 03/27/2015

Mailing Address

233 N FEDERAL HIGHWAY
SUITE #65
DANIA BEACH, FL 33004

Changed: 03/27/2015

Registered Agent Name & Address

JAMES, VILLARROEL
233 N FEDERAL HIGHWAY
SUITE #65
DANIA BEACH, FL 33004

Name Changed: 03/27/2015

Address Changed: 03/27/2015

Officer/Director Detail

Name & Address

Title PSTD

VILLARROEL, JAMES G
233 N FEDERAL HIGHWAY
SUITE #65
DANIA BEACH, FL 33004

Annual Reports

Report Year	Filed Date
2013	03/27/2015
2014	03/27/2015
2015	03/27/2015

Document Images

03/27/2015 -- REINSTATEMENT	View image in PDF format
01/19/2012 -- ANNUAL REPORT	View image in PDF format
04/20/2011 -- ANNUAL REPORT	View image in PDF format
05/20/2010 -- ANNUAL REPORT	View image in PDF format
10/06/2009 -- REINSTATEMENT	View image in PDF format
01/17/2008 -- ANNUAL REPORT	View image in PDF format
02/27/2007 -- ANNUAL REPORT	View image in PDF format
04/11/2006 -- ANNUAL REPORT	View image in PDF format
02/04/2005 -- ANNUAL REPORT	View image in PDF format
01/28/2004 -- ANNUAL REPORT	View image in PDF format
01/23/2003 -- ANNUAL REPORT	View image in PDF format
05/13/2002 -- ANNUAL REPORT	View image in PDF format
08/23/2001 -- Domestic Profit	View image in PDF format

99-049579 T#004
01-28-99 11:55AM

QUIT-CLAIM DEED

\$ 0.70
DOCU. STAMPS-DEED

RETURN TO: (enclose self addressed stamped envelope)

Name Harvey L. Rubinchik, P.A.

Address: 1776 N. Pine Island Road
Suite 118
Plantation, FL 33322

RECVD. BROWARD CNTY

COUNTY ADMIN.

This Instrument Prepared By:

Harvey L. Rubinchik, Esquire
Address: 1776 N. Pine Island Road
Suite 118
Plantation, FL 33322

This Quit-Claim Deed, Executed this 8 day of SEPTEMBER A.D. 1998, by

DEBORAH A. JONES, a single woman

*first party, whose post office address is: 3830 SW 55 Avenue
Davie, FL 33314*

to SONIA WILLIAMS EUTSEY, a married woman,

*whose post-office address is 4123 NW 79 Avenue
Sunrise, Florida 33351*

second party:

(Wherever used herein the terms "first party" and "second party" shall include singular and plural, heirs, legal representatives, and assigns of individuals, and the successors and assigns of corporations, wherever the context so admits or requires.)

Witnesseth, That the said first party, for and in consideration of the sum of \$10.00, in hand paid by the said second party, the receipt whereof is hereby acknowledged, does hereby remise, release and quit-claim unto the said second party forever, all the right, title, interest, claim and demand which the said first party has in and to the following described lot, piece or parcel of land, situate, lying and being in the County of Broward, State of Florida, to-wit:

**Lot 10, Block 2, of TUSKEEGEE PARK, according to the Plat thereof, as recorded in
Plat Book 3, page 9, of the Public Records of Broward County, Florida**

BK 29185 PG 1554

14017

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To Have and to Hold the same together with all and singular the appurtenances thereunto belonging or in anywise appertaining, and all the estate, right, title, interest, lien, equity and claim whatsoever of the said first party, either in law or equity, to the only proper use, benefit and behoof of the said second party forever.

In Witness Whereof, The said first party has signed and sealed these presents the day and year first above written.

Signed, sealed and delivered in presence of:

Charlotte Harris
Print Name CHARLOTTE HARRIS

Deborah A. Jones
DEBORAH A. JONES

Shirley Wimberly
Print Name SHIRLEY WIMBERLY

STATE OF FLORIDA
COUNTY OF BROWARD

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, personally appeared DEBORAH A. JONES, a single woman, who is/are personally known to me or has produced _____ as identification, and who executed the foregoing instrument and they acknowledged before me that they executed the same.

WITNESS my hand and official seal in the County and State last aforesaid this 8th day of Sept., A.D., 1998.

Kathleen O'Connell
Notary Public State of Florida



RECORDED IN THE OFFICIAL RECORDS BOOK
OF BROWARD COUNTY, FLORIDA
COUNTY ADMINISTRATOR

BK 29185 PG 1555

99-049577 T#002
01-28-99 11:55AM

QUIT-CLAIM DEED

\$ 0.70
DOCU. STAMPS-DEED
RECVD. BROWARD CNTY
COUNTY ADMIN.

RETURN TO: (enclose self addressed stamped envelope)

Name Harvey L. Rubinchik, P.A.

Address: 1776 N. Pine Island Road/
Suite 118
Plantation, FL 33322

This Instrument Prepared By:

Harvey L. Rubinchik, Esquire
Address: 1776 N. Pine Island Road
Suite 118
Plantation, FL 33322

This Quit-Claim Deed, Executed this 19 day of SEPT, A.D. 1998, by

MICHAEL McCRAY, a single man,

*first party, whose post office address is: 6881 19th Street South
St. Petersburg, FL 33712*

to SONIA WILLIAMS EUTSEY, a married woman,

*whose post-office address is 4123 NW 79 Avenue
Sunrise, Florida 33351*

second party:

(Wherever used herein the terms "first party" and "second party" shall include singular and plural, heirs, legal representatives, and assigns of individuals, and the successors and assigns of corporations, wherever the context so admits or requires.)

Witnesseth, That the said first party, for and in consideration of the sum of \$10.00, in hand paid by the said second party, the receipt whereof is hereby acknowledged, does hereby remise, release and quit-claim unto the said second party forever, all the right, title, interest, claim and demand which the said first party has in and to the following described lot, piece or parcel of land, situate, lying and being in the County of Broward, State of Florida, to-wit:

Lot 10, Block 2, of TUSKEEGEE PARK, according to the Plat thereof, as recorded in Plat Book 3, page 9, of the Public Records of Broward County, Florida

BK 29185 PG 1550

14017

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To Have and to Hold the same together with all and singular the appurtenances thereunto belonging or in anywise appertaining, and all the estate, right, title, interest, lien, equity and claim whatsoever of the said first party, either in law or equity, to the only proper use, benefit and behoof of the said second party forever.

In Witness Whereof, The said first party has signed and sealed these presents the day and year first above written.

Signed, sealed and delivered in presence of:

Lois A. Harris
Print Name Lois A. Harris
Michael A. Jennings
Print Name Michael A. Jennings

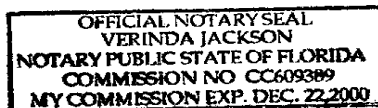
Michael McCray
MICHAEL McCRAY
Michael McCray

STATE OF FLORIDA
COUNTY OF Dallas

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, personally appeared MICHAEL McCRAY, a single man, who is/are personally known to me or has produced Michael McCray as identification, and who executed the foregoing instrument and they acknowledged before me that they executed the same.

WITNESS my hand and official seal in the County and State last aforesaid this 19 day of Sept, A.D., 1998.

Verinda Jackson
Notary Public State of Florida



RECORDED IN THE OFFICIAL RECORDS BOOK
OF BROWARD COUNTY, FLORIDA
COUNTY ADMINISTRATOR

BK29185PG1551

99-049578 T#003
01-28-99 11:55AM

\$ 0.70
DOCU. STAMPS-DEED
RECVD. BROWARD CNTY
COUNTY ADMIN.

QUIT-CLAIM DEED

RETURN TO: (enclose self addressed stamped envelope)

Name Harvey L. Rubinchik, P.A.
Address: 1776 N. Pine Island Road
Suite 118
Plantation, FL 33322

This Instrument Prepared By:
Harvey L. Rubinchik, Esquire
Address: 1776 N. Pine Island Road
Suite 118
Plantation, FL 33322

This Quit-Claim Deed, Executed this 8 day of SEPTEMBER A.D. 1998, by

REGINA JONES, a married woman,

*first party, whose post office address is: 2563 NW 49 Avenue #104
Lauderdale Lakes, FL 33313*

to SONIA WILLIAMS EUTSEY, a married woman,

*whose post-office address is 4123 NW 79 Avenue
Sunrise, Florida 33351*

second party:

(Wherever used herein the terms "first party" and "second party" shall include singular and plural, heirs, legal representatives, and assigns of individuals, and the successors and assigns of corporations, wherever the context so admits or requires.)

Witnesseth, That the said first party, for and in consideration of the sum of \$10.00, in hand paid by the said second party, the receipt whereof is hereby acknowledged, does hereby remise, release and quit-claim unto the said second party forever, all the right, title, interest, claim and demand which the said first party has in and to the following described lot, piece or parcel of land, situate, lying and being in the County of Broward, State of Florida, to-wit:

Lot 10, Block 2, of TUSKEEGEE PARK, according to the Plat thereof, as recorded in
Plat Book 3, page 9, of the Public Records of Broward County, Florida

N.B. The above property is not the homestead of the Grantor, Grantor resides at 2563 NW 49 Avenue #104, Lauderdale Lakes, Florida 33313

BK 29185 PG 1552

14017

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To Have and to Hold the same together with all and singular the appurtenances thereunto belonging or in anywise appertaining, and all the estate, right, title, interest, lien, equity and claim whatsoever of the said first party, either in law or equity, to the only proper use, benefit and behoof of the said second party forever.

In Witness Whereof, The said first party has signed and sealed these presents the day and year first above written.

Signed, sealed and delivered in presence of:

Print Name

ANTONIO JONES

Print Name

JASON ANDERSON
JASON ANDERSON

STATE OF FLORIDA

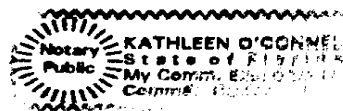
COUNTY OF BROWARD

REGINA JONES

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, personally appeared REGINA JONES, a married woman, who is/are personally known to me or has produced _____ as identification, and who executed the foregoing instrument and they acknowledged before me that they executed the same.

WITNESS my hand and official seal in the County and State last aforesaid this 8th day of Sept., A.D., 1998.

Kathleen O'Connell
Notary Public State of Florida



RECORDED IN THE OFFICIAL RECORDS BOOK
OF BROWARD COUNTY, FLORIDA
COUNTY ADMINISTRATOR

BK 29185PG 1553

IN THE CIRCUIT COURT FOR BROWARD COUNTY, FLORIDA

IN RE: ESTATE OF

PROBATE DIVISION

FLORA WILLIAMS,
Deceased

INSTR # 99198955
OR BK 29385 PG 1098
RECORDED 04/16/99 01:22 PM
COUNTY RECORDS DIVISION
BROWARD COUNTY
DEPUTY CLERK 1006

File Number: 98-5114
Division: 43

ORDER DETERMINING HOMESTEAD REAL PROPERTY

THE COURT having considered the Petition to Determine Real Property finds that and it is hereby ORDERED that the real property described in the Petition, to-wit:

Lot 10, Block 2, of TUSKEGEE PARK, according to the Plat thereof, as recorded in Plat Book 3, Page 9, of the Public Records of Broward County, Florida

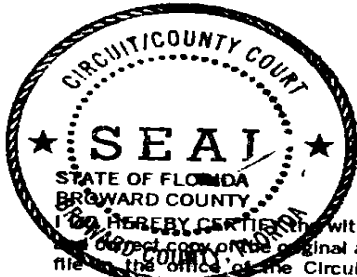
and all improvements thereon constituted the homestead of the above decedent, and upon Decedent's death it descended to the lineal descendants of FLORA WILLIAMS, to-wit: Deborah A. Jones, Michael L. McCray, Sonia Williams Eutsey, and Regina L. Williams.

DONE AND ORDERED in Chambers at Palm Beach County, Florida, this 25th day of

January, 1999

Circuit Judge

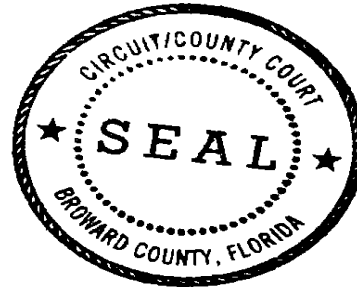
MEL GROSSMAN



I HEREBY CERTIFY that within and foregoing is a true and correct copy of the original as it appears on record and file in the office of the Circuit Court Clerk of Broward County, Florida, and that same is in full force and effect. WITNESS my hand and Official Seal at Fort Lauderdale Florida, this the 26 day of Jan, 1999

Robert E. Lockwood, Clerk

Deputy Clerk



Qech

CITY OF FORT LAUDERDALE
UNSAFE STRUCTURES BOARD
CONDEMNATION/DEMOLITION
CLAIM OF LIEN

STATE OF FLORIDA)
) SS
COUNTY OF BROWARD)

INSTR # 101519966
OR BK 32447 PG 0237
RECORDED 12/05/2001 01:13 PM
COMMISSION
BROWARD COUNTY
DEPUTY CLERK 2000

BEFORE ME, the undersigned authority, personally appeared Lori J. Milano who after being sworn, says that the City of Fort Lauderdale, as Lienor herein, furnished inspection/title search/demolition/advertising and administrative services from July 19, 2000 to August 21, 2001, on the following described real property in Broward County, Florida:

Address: 1025 N.W. 5 COURT


Legal: TUSKEGEE PARK 3-9 B
 LOT 10 BLK 2

Folio: 0204050200

Case # CE00070579

That the property is owned by: Sonia Williams Eutsey, 4123 N.W. 79 Avenue, Sunrise, FL 33351.

That as of November 26, 2001, a total of \$3,603.69 remains unpaid for services performed on the dates noted above. The City of Fort Lauderdale claims a lien upon the property pursuant to Section 202.11 of the South Florida Building Code, Broward Edition.

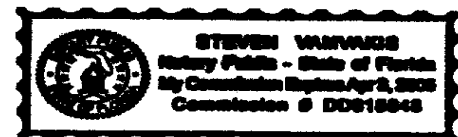

Lori J. Milano
Director, Community Inspections Bureau

SWORN TO and subscribed before me this 27th day of November, 2001.


NOTARY

My Commission Expires:

PREPARED BY AND
RETURN TO: Steven Vamvakis
City of Fort Lauderdale
Community and Economic Development Department
Community Inspections Bureau
300 N.W. 1st Avenue
Fort Lauderdale, Florida 33301



DEPT. OF COMMUNITY
Return to
Business Operations

84
This Instrument prepared by: Anetta Gani
EquityLink, Inc.,
220 N. State Road 7
Hollywood, FL 33021 6303
(954) 894-0080

INSTR # 106522985
OR BK 42962 Pages 740 - 751
RECORDED 10/18/08 15:55:36
BROWARD COUNTY COMMISSION
DOC STMP-M \$787.50
INT TAX: \$450.00
DEPUTY CLERK 1032
#3, 12 Pages

THIS IS A BALLOON MORTGAGE AND THE FINAL PRINCIPAL PAYMENT OR THE PRINCIPAL BALANCE DUE UPON MATURITY IS \$225,000.00 TOGETHER WITH ACCRUED INTEREST, IF ANY, AND ALL ADVANCEMENTS MADE BY THE MORTGAGEE UNDER THE TERMS OF THIS MORTGAGE.

MORTGAGE AND SECURITY AGREEMENT

THIS MORTGAGE, executed this **28th day of September 2006** between **Glenn Bryan, A Single Man** who has an address of **701 NW 33 Avenue, Fort Lauderdale, FL 33311** hereinafter called the Mortgagor, which term as used in every instance shall include the Mortgagor's heirs, executors, administrators, successors, legal representative and assigns, either voluntary by act of the parties, or involuntary by operation of the law, and shall denote the single and/or plural, and the masculine and/or feminine, and natural and/or artificial persons, whenever and wherever the context so requires or admits, party of the first part, and **EquityLink, Inc.**, who has a post office address of **220 N. State Road 7, Hollywood, FL 33021-6303** hereinafter called the Mortgagee, which term as used in every instance shall include the Mortgagee's heirs, executors, administrators, successors, legal representatives and assigns, whenever and wherever the context so requires or admits, party of the second part. If the Mortgagee herein is acting as a trustee, then such Mortgagee-trustee shall have full power and authority to protect, conserve, sell, lease, encumber or otherwise manage or dispose of the Property described herein as provided by FS 689.071.

WITNESSETH

WHEREAS, Mortgagor is justly indebted to Mortgagee in the principal sum of **\$225,000.00** as evidenced by a certain promissory note ("Note") of even date herewith, which has a maturity date of **October 1, 2007**, executed by Mortgagor and delivered to Mortgagee, payable according to the terms therein provided, and by reference being made a part hereof to the same extent as though set out in full herein;

NOW THIS INDENTURE WITNESSETH, to secure the performance and observance by the Mortgagor of all the covenants and conditions in the Note and in this Mortgage, and in order to charge the properties, interests and rights hereinafter described with such payment, performance and observance, and for and in consideration of the sum of Ten Dollars (\$10.00) paid by the Mortgagee to the Mortgagor, and for other valuable considerations, the receipt and sufficiency of which is hereby acknowledged, the Mortgagor does hereby grant, bargain, sell, alien, remise, release, convey, assign, transfer, mortgage, hypothecate, pledge, deliver, set over, warrant and confirm unto the Mortgagee, its successors and assigns forever:

THE MORTGAGED PROPERTY

ALL that certain piece, parcel or tract of land in which the Mortgagor has a fee simple interest situate in **Broward County** and State of Florida (hereinafter called the "Property"), more particularly described as follows:

SEE ATTACHED EXHIBIT 'A' FOR LEGAL DESCRIPTIONS & CROSS COLLATERALIZED PROPERTIES

Street Address: **701 NW 33 Avenue, Fort Lauderdale, FL 33311**

THIS IS A FIRST MORTGAGE

There shall be a **TEN (10.0%) PERCENT** late fee for any payment made after **FIVE (5) DAYS** of its due date.

TOGETHER WITH all land, buildings, structures and improvements of every nature whatsoever now or hereafter situated on the Property, and all fixtures, machinery, equipment, furniture and other personal property of every nature whatsoever, now or hereafter owned by the Mortgagor and located in, on, or used or intended to be used in connection with the operation of the Property, buildings, structures or other improvements, betterments, renewals and replacements to any of the foregoing; and all of the right, title and interest of the Mortgagor in any such personal property or fixtures subject to a conditional sales contract, chattel mortgage or similar lien or claim together with the benefit of any deposits or payments now or hereafter made by the mortgagor or on Mortgagor's behalf;

TOGETHER WITH all easements, rights of way, strips and gores of land, streets, ways, alleys, passages, sewer rights, rights, titles, interest, privileges, liberties, tenements, hereditaments appertaining to any of the property hereinabove described, or which hereafter shall in any way belong, relate or be appurtenant thereto, whether now owned or hereafter acquired by Mortgagor, and the reversion and reversions, remainder and remainders, rents, issues, profits thereof, and all the estate, right, title interest, property, possession, claim and demand whatsoever, at law as well as in equity, of Mortgagor of, in and to the same, including, but not limited to, all judgments, awards of damages and settlements hereafter made resulting from condemnation proceedings or the taking of the Property or any part thereof under the power of eminent domain, the alteration of the grade of any street, or for any damage (whether caused by such taking or otherwise to the Property or any part thereof), or to any rights appurtenant thereto, and all proceeds of any sales or other dispositions of the Property or any part thereof;

TOGETHER WITH all rents, royalties, issues, profits, revenue, income and other benefits from the Property to be applied against the indebtedness secured hereby, provided however, that permission is hereby given to Mortgagor so long as no Event of Default has occurred hereunder which remains uncured, to collect, receive, take, use and enjoy such rents, royalties, issues, profits, revenue, income, licenses, foreclosures, concessions and other benefits as they become due and payable, but not more than two (2) months in advance thereof, except as specifically provided herein. The foregoing assignment shall be fully operative without any further action on the part of either party and specifically Mortgagee shall be entitled, at its option upon the occurrence of an Event of Default hereunder, to all rents, royalties, issues, profits, revenue, income and other benefits from the Property, whether or not Mortgagee takes possession of the Property. Upon any such notice of an Event of Default hereunder, the permission hereby given to Mortgagor to collect such rents, royalties, issues, profits, revenue, income and other benefits from the Property shall terminate and such permission shall not be reinstated upon a cure of the default without Mortgagee's specific written consent. Exercise of rights under this paragraph and the application of any such rents, royalties, issues, profits, revenue, income or other benefits to such indebtedness, shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant thereto, but shall be cumulative and in addition to all other rights and remedies to Mortgagee;

TOGETHER WITH all right, title and interest of Mortgagor in and to any and all leases now or hereafter on or affecting the Property, together with all security therefor and all monies payable thereunder, subject, however, to the conditional permission

Initial GB KE SE

Mortgage being re-recorded to add additional signature(s) and name(s) as indicated. **Kevin Eutsey and Sonia Eutsey

hereinabove given to Mortgagor to collect the rentals under such lease. The foregoing assignment of any lease shall not be deemed to impose upon Mortgagee any of the obligations or duties of Mortgagor provided in any such lease, and Mortgagor agrees to fully perform all obligations of the lessor under all such leases. Upon Mortgagee's request, Mortgagor agrees to send to Mortgagee a list of

all leases covered by the foregoing assignment and as any such lease shall expire or terminate or as any new lease shall be made, Mortgagor shall so notify Mortgagee in order that at all times Mortgagee shall have a current list of all leases affecting the Property. Upon an Event of Default which remains uncured, Mortgagee shall have the right, at any time and from time to time, to notify any lessee of the rights of Mortgagee as provided by this paragraph. From time to time, upon request of Mortgagee, Mortgagor shall specifically assign to Mortgagee, as additional security hereunder, by an assignment in writing in form approved by Mortgagee, all right, title and interest of Mortgagor in and to any and all leases now or hereafter affecting the Property, together with all security therefor and all monies payable thereunder, subject to the conditional permission hereinabove given to Mortgagor to collect the rentals under any such lease. Mortgagor shall also execute and deliver to Mortgagee any notification, financing statement, or other document reasonably required by Mortgagee to perfect the foregoing assignment as to any such lease. This instrument constitutes an absolute and present assignment of the rents, royalties, issues, profits, revenue, income and other benefits from the Property, subject, however, to the conditional permission given to Mortgagor to collect, receive, take, use and enjoy the same as provided hereinabove; provided, further, that the existence of such right of Mortgagor shall not operate to subordinate this assignment to any subsequent assignment, in whole or in part, by Mortgagor, and any such subsequent assignment by Mortgagor shall be subject to the rights of Mortgagee hereunder;

TOGETHER WITH a security interest in (i) all property, equipment and fixtures affixed to or located on the Property, which, to the fullest extent permitted by law, shall be deemed fixtures and a part of the real property, (ii) all articles of personal property and all materials delivered to the Property for the use and operation of said Property or for the use in any construction being conducted thereon, and owned by Mortgagor; (iii) all of Mortgagor's contract rights, including construction contracts, service contracts, advertising contracts, purchase orders, equipment leases, all other contract rights associated with the Property, general intangibles, actions and right of action, all deposits, prepaid expenses, permits, licenses, including all rights to insurance proceeds, (iv) all right, title and interest of the Mortgagor in all trade names and trademarks hereinafter used in connection with the use of the Property, and (v) all proceeds, products, replacements, additions, substitutions, renewals and accessions of any of the foregoing. Mortgagor (Debtor) hereby grants to Mortgagee (Creditor) a security interest in all fixtures, rights in action and personal property described herein. This Mortgage is a self-operative security agreement with respect to such property, but Mortgagor agrees to execute and deliver on demand such other security agreements, financing statements and other instruments as Mortgagee may request in order to perfect its security interest or to impose the lien hereof more specifically upon any of such property. Mortgagee shall have all the rights and remedies in addition to those specified herein of a secured party under the Florida Uniform Commercial Code.

The term "Property" as used herein shall include all of the afore described additional property and rights, now or hereafter acquired by Mortgagor, except as the context may otherwise require.

PROVIDED, HOWEVER, that these presents are upon the condition that, if the Mortgagor shall pay or cause to be paid to the Mortgagee the principal and interest payable in respect to the Note, at the times and in the manner stipulated therein and herein, all without any deduction or credit for taxes or other similar charges paid by the Mortgagor, and shall keep, perform and observe all and singular the covenants and promises in the Note, and any renewal, extension or modification thereof, and in this Mortgage expressed to be kept, performed and observed by and on the part of the Mortgagor, all without fraud or delay, then this Mortgage, and all the properties, interest and rights hereby conveyed, assigned, transferred, mortgaged, hypothecated, pledged, delivered, set over, warranted and confirmed, shall cease, terminate and be void, but shall otherwise remain in full force and effect.

ARTICLE ONE PARTICULAR COVENANTS OF MORTGAGOR

1.1 Performance of Note and Mortgage. The Mortgagor will perform, observe and comply with all the provisions hereof and of the Note secured hereby, and will promptly pay to the Mortgagee the sum of money expressed in the Note with interest thereon and all other sums required to be paid by the Mortgagor pursuant to the provisions of the Note and this Mortgage on the days when payment shall become due (including any applicable grace period), all without deduction of credit for taxes or other similar charges paid by the Mortgagor, time being of the essence for such payments.

1.2 Warranty of Title. The Mortgagor covenants that it is indefeasibly seized of the Property in fee simple, has good and absolute title to all existing personal property hereby mortgaged, and has full power and lawful right to convey and mortgage the same in the manner and form aforesaid, and that the Property is free from all encumbrances except taxes for the current year. The Mortgagor does hereby fully warrant the title to the Property against the lawful claims of all persons whomsoever.

1.3 Taxes, Liens and Utility Charges

(a) The Mortgagor covenants and agrees to deliver to the Mortgagee, on or before November 30 of each year, tax receipts evidencing the payment of all lawfully imposed taxes upon the Property for the preceding calendar year; to deliver to the Mortgagee receipts evidencing the payment of all liens, levies, and assessments for public improvements within thirty (30) days after same shall become due and payable; and to pay or discharge within thirty (30) days after the due date any and all governmental levies that may be made on the Property, on this Mortgage or the Note or in any other way resulting from the mortgage indebtedness secured by this Mortgage.

(b) The Mortgagor shall not permit any mechanics', laborers', statutory or other lien to be created or to remain outstanding upon any of the Property, and shall cause same to be released and discharged no later than thirty (30) days from the creation of the lien.

(c) If required by the Mortgagee, at its sole discretion, Mortgagor shall pay to Mortgagee on the date of such regular installment of interest as required by the Note secured hereby (or on the first day of each month if the interest payments are due other than monthly), until the Note is fully paid, an amount equal to one-twelfth (1/12) of such proportionate share of the yearly taxes and assessments as estimated by the Mortgagee to be sufficient to enable the Mortgagee to pay at least thirty (30) days before they become due all taxes, assessments and other similar charges against the Property or any part thereof. Such added payment shall not be, nor be deemed to be, trust funds, but may be co-mingled with the general funds of the Mortgagee, and no interest shall be payable to Mortgagor in respect thereof. Upon demand of the Mortgagee, the Mortgagor agrees to deliver to the Mortgagee such additional monies as are required to make up any deficiencies in the amounts necessary to enable the Mortgagee to pay such taxes, assessments or similar charges. In the Event of a Default by the Mortgagor in the performance of any of the terms, covenants and conditions in this Mortgage or the Note secured hereby, the Mortgagee may apply to the reduction of the principal sum or any other sum secured hereby, in such manner as the Mortgagee shall determine, any amount under this Paragraph 1.3(c) of Article One remaining to the Mortgagor's credit.

(d) The Mortgagor will pay When due, and will not suffer to remain outstanding, any charges for utilities, whether public or private, with respect to the Property.

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(c) The Mortgagor will pay when due any applicable intangible personal property tax or documentary stamp tax each time an additional amount is borrowed or a future advance is made as such intangible personal property tax or documentary stamp tax is due pursuant to Florida law.

1.4 No Tax Credits. The Mortgagor will not claim, demand or be entitled to receive any credit or credits on the principal or interest payable under the terms of the Note or on any other sum secured hereby, for so much of the taxes, assessments or similar

impositions assessed against the Property or any part thereof, as are applicable to the indebtedness secured hereby or to the Mortgagee's interest in the Property. No deduction shall be claimed from the taxable value of the Property or any part thereof by reason of the Note or Mortgage.

1.5 Insurance

(a) **Mortgagor shall, at its sole expense, obtain for delivery to, and maintain for the benefit of, Mortgagee during the life of the Mortgage, public liability and hazard insurance in such amounts and for such periods as Mortgagee may reasonably require. Mortgagor shall pay promptly, when due, all premiums on the insurance policies and renewals.**

(b) Mortgagor shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire and other hazards, casualties, and contingencies including, but not limited to, flood insurance to the maximum amount available under the National Flood Act, in such amounts and for such periods as may be required by Mortgagee, and to pay promptly when due all premiums on such insurance policies or renewals. All insurance shall be carried on companies approved by Mortgagee as to financial standing according to such guidelines as may be adopted from time to time by Mortgagee, and the policies and renewals thereof or copies thereof shall be held by Mortgagee and shall have attached thereto loss payable clauses in favor of and in form acceptable to the Mortgagee. At least fifteen (15) days prior to the expiration date of all such policies, renewals thereof or proof of extension reasonably satisfactory to the Mortgagee shall be delivered to the Mortgagee. Upon request of the Mortgagee, Mortgagor shall deliver to the Mortgagee receipts evidencing the payment of all such insurance policies and renewals. The delivery of the insurance policies shall constitute an assignment as further security of all unearned premiums. In the event of loss, Mortgagor will give immediate notice by mail to Mortgagee and Mortgagee may make proof of loss if not made promptly by Mortgagor, and each insurance company concerned is hereby authorized and directed, if so instructed by Mortgagee, to make payment for such loss directly to Mortgagee instead of to Mortgagor and Mortgagee jointly. The insurance proceeds or any part thereof shall be used for restoration or repair of the damage, provided the loss or damage does not exceed fifty percent (50%) of the improvements of any building at the Property. In the event the damage or destruction exceeds fifty percent (50%) of the improvements of any building at the Property, the insurance proceeds or any part thereof may be applied by Mortgagee at its option either to the reduction of the indebtedness hereby secured or to the restoration or repair of the property damage. In the event of foreclosure of this Mortgage or other transfer of title to the Property in extinguishment of the indebtedness secured hereby, all right, title and interest of the Mortgagor in and to any insurance policies then in force shall pass to the purchaser or grantee.

(c) If required by the Mortgagee, at its sole discretion, Mortgagor shall pay to Mortgagee on the date of each regular installment of interest as required by the Note secured hereby (or on the first day of each month if the interest payments are due other than monthly), until the Note is fully paid, an amount equal to one-twelfth (1/12) or such proportionate share of the yearly premium for insurance as shall enable Mortgagee to pay for the insurance premiums when due. Such added payments shall not be, nor be deemed to be, trust funds, but may be commingled with the general funds of the Mortgagee, and no interest shall be payable to Mortgagor with respect thereof. Upon demand of the Mortgagee, the Mortgagor agrees to deliver to the Mortgagee such additional monies as are necessary to make up any deficiencies in the amounts necessary to enable the Mortgagee to pay such insurance premiums when due.

1.6 Condemnation. If all or a substantial part of the Property shall be damaged or taken through condemnation (which term, when used in this Mortgage, shall include any damage or taking by any governmental authority, and any transfer by private sale in lieu thereof, either temporarily or permanently), the entire indebtedness secured hereby shall, at the option of the Mortgagee, become immediately due and payable upon the condemnation award becoming final. The Mortgagee shall be entitled to all compensation, awards, and any other payments of relief therefor and is hereby authorized, at its option, to commence, appear in and prosecute, in its own name or jointly with Mortgagor, any action or proceeding relating to any condemnation, and to settle or compromise any claim in connection therewith. If less than a substantial part of the Property is damaged or taken in condemnation, the condemnation proceeds or any part thereof shall be used for restoration or repair of the damage with the balance, if any, applied by Mortgagee as a reduction to the sums secured hereby or in such manner as Mortgagee may determine. All such compensation, awards, damages, claims, rights of action and proceeds and the right thereto are hereby assigned by the Mortgagor to the Mortgagee who, after deduction therefrom of all its expenses, including attorneys' fees, may release any monies so received by it without affecting the lien of this Mortgage or may apply the same as set forth herein either to restoration of the damage or to the reduction of the sums secured hereby, and any balance of such monies then remaining shall be paid to the Mortgagor. The Mortgagor agrees to execute such further assignments of any compensations, awards, damages, claims, rights of action and proceeds as the Mortgagee may require.

1.7 Care of the Property.

(a) The Mortgagor shall preserve and maintain the Property in good condition and repair. Mortgagor shall not remove or demolish any building presently on or hereafter existing on the Property without the written consent of the Mortgagee. Mortgagor shall not permit, commit or suffer any waste, impairment or deterioration of the Property, or any part thereof, and will not knowingly take any action which will increase the risk of fire or other hazard to the Property or to any part thereof.

(b) Except as otherwise provided herein, no buildings, fixtures, personal property, or other part of the Property shall be removed, demolished or substantially altered without the prior written consent of the Mortgagee. The Mortgagor may sell or otherwise dispose of, free from the lien of this Mortgage, equipment, tools, appliances, machinery, fixtures or appurtenances subject to the lien hereof, which may become worn out, undesirable, obsolete, disused or unnecessary for use in the operation of the Property, not exceeding in value at the time of disposition thereof Five Thousand Dollars (\$5,000.00) any single transaction, or a total of Fifteen Thousand Dollars (\$15,000.00) in any one year, upon replacing the same by, or substituting for the same, other equipment, tools, appliances, machinery, fixtures or appurtenances not necessarily of the same character, but of at least equal value to the Mortgagor and costing not less than the amount realized from the property sold or otherwise disposed of, which shall forthwith become, without further action, subject to the lien of this Mortgage.

(c) If the Property or any part thereof is damaged by fire or any other cause, the Mortgagor shall give immediate written notice of same to Mortgagee.

(d) The Mortgagee is hereby authorized to enter upon and to inspect the Property at any time during normal business hours during the life of this Mortgage.

(e) The Mortgagor will promptly comply with all present and future laws, ordinances, rules and regulations of any governmental authority affecting the Property or any part thereof.

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(f) If all or any part of the Property shall be damaged by fire or other casualty, the Mortgagor shall promptly restore the property to a satisfactory operating condition whether or not there shall be any insurance proceeds therefor. If the Note and the Mortgage are not accelerated by Mortgagee, the Mortgagor shall be entitled to use the insurance proceeds which have been made available by Mortgagee under Paragraph 1.5. If a part of the Property shall be physically damaged through condemnation, the Mortgagor shall promptly restore, repair or alter the remaining property in a manner satisfactory to the Mortgagee.

(g) If any work required to be performed under this Paragraph 1.7 of Article One shall involve an estimated expenditure of more than Fifty Thousand Dollars (\$50,000.00), no such work shall be undertaken until plans and specifications therefor, prepared by an architect satisfactory to the Mortgagee, have been submitted to and approved by the Mortgagee, which approval shall not be unreasonably withheld.

1.8 Further Assurances. Mortgagor will make, execute and deliver to the Mortgagee and, where appropriate, shall cause to be recorded and/or filed and, from time to time thereafter, to be rerecorded and/or re-filed at such time and in such offices and places as shall be deemed desirable by the Mortgagee, any and all such further mortgages, instruments of further assurance, certificates and other documents as may, in the reasonable opinion of the Mortgagee, be necessary or desirable in order to effectuate, complete, enlarge or perfect, or to continue and preserve:

(a) The obligation of the Mortgagor under this Mortgage, the Note secured hereby, or any loan document executed in connection therewith; and

(b) The lien of this Mortgage as a lien, upon all of the Property, whether now owned or hereafter acquired by the Mortgagor.

Upon any failure of the Mortgagor to do so, the Mortgagee may make, execute, record, file, re-record and/or re-file any and all such mortgages, instruments, certificates and documents for and in the name of the Mortgagor, and the Mortgagor hereby irrevocably appoints the Mortgagee the agent and attorney-in-fact of the Mortgagor to do so.

Acquired Property. The lien of this Mortgage will automatically attach, without further act, to all after acquired Property attached to or used in the operation of the Property or any part thereof.

1.10 Leases Affecting Property. The Mortgagor will comply with and observe its obligations as landlord under all leases affecting the Property or any part thereof. Upon Mortgagee's request, Mortgagor will furnish Mortgagee with executed copies of all leases hereafter created on said Property, and all leases hereafter entered into will be in form and substance subject to the reasonable approval of Mortgagee. The Mortgagee specifically reserves the right to approve all proposed leases as to form and content and lessees as to financial capabilities. The Mortgagee further reserves the right to approve the minimum amount of rent that may be charged from time to time by Mortgagor at the Property. All leases shall be inferior and subordinate in all respects to the lien of this Mortgage, and the terms of each lease or a separate agreement shall so provide. Mortgagor will not, without the express written consent of the Mortgagee, materially modify, either orally or in writing, any lease hereafter created upon the Property, nor will the Mortgagor permit an assignment or sublease, surrender or termination of any lease except in the ordinary course of business or due to a default of a tenant, without the express written consent of the Mortgagee. Mortgagor shall not accept advance payments of rent in excess of two (2) months without the express written consent of the Mortgagee. The Mortgagor specifically assigns to the Mortgagee as additional security any and all such leases hereafter created including, without limitation, all rents, royalties, issues and profits of the premises from time to time accruing, the parties hereto acknowledging that this Mortgage constitutes a general assignment of any and all such future leases.

1.11 Expenses. Mortgagor shall pay or reimburse Mortgagee for all costs, charges and expenses, including reasonable attorneys' fees, including appellate proceedings, and disbursements, and costs of abstracts of title incurred or paid by Mortgagee in any action, proceeding or dispute in which Mortgagee is made a party or appears as a party plaintiff or party defendant because of the failure of the Mortgagor promptly and fully to perform and comply with all conditions and covenants of this Mortgage and the Note secured hereby including, but not limited to, the foreclosure of this Mortgage, condemnation of all or part of the Property, or any action to protect the security thereof. All costs, charges and expenses so incurred by Mortgagee shall become due and payable whether or not there be notice, demand, attempt to collect or suit pending. The amounts so paid or incurred by Mortgagee, together with interest thereon at the Default Rate, as hereinafter defined, from the date incurred until paid by Mortgagor, shall be secured by the lien of this Mortgage.

1.12 Mortgagee's Performance of Defaults. If the Mortgagor shall default in the payment of any tax assessment, encumbrance or other imposition, or in its obligation to furnish insurance hereunder or performance or observance of any other covenant, condition or term in this Mortgage beyond any applicable grace period, the Mortgagee may, at its option, without waiving or affecting its option to foreclose or any other rights to which the Mortgagee may be entitled hereunder, perform or observe the same, and all payments made or costs or expenses incurred by the Mortgagee in connection therewith shall be secured hereby and shall be immediately repaid by the Mortgagor to the Mortgagee, with interest thereon at the Default Rate as hereinafter defined. Nothing contained herein shall be construed as requiring Mortgagee to advance or expend monies for any purposes mentioned in this Paragraph. The Mortgagee is hereby empowered to enter and to authorize others to enter upon the Property or any part thereof for the purpose of performing or observing any such defaulted covenant, condition or terms, without thereby becoming liable to the Mortgagor or any person in possession holding under the Mortgagor.

1.13 Books and Records. The Mortgagor shall keep and maintain, at all times, full, true and accurate books of account and records, adequate to reflect correctly the results of the operation of the Property. Upon request of the Mortgagee, the Mortgagor will furnish to the Mortgagee, within thirty (30) days after the end of each annual fiscal period of the Mortgagor, a balance sheet and a statement of income and expenses, both in reasonable detail and a rent schedule of the Property, certified by an accounting officer of the Mortgagor, showing the name of each tenant and, for each tenant, the space occupied, the lease expiration date, and the rent paid.

1.14 Estoppel Affidavits. Mortgagor and Mortgagee agree, within ten (10) days after each written request, to furnish a written statement, duly acknowledged, setting forth the unpaid principal of and interest on the Note, and whether or not any offsets or defenses exist against such principal and interest.

ARTICLE TWO - DEFAULTS

2.1 Event of Default. The term "Event of Default", wherever used in the Mortgage, shall mean any one or more of the following events which is not cured within any applicable grace period:

(a) Failure by Mortgagor to pay, as and when due and payable, any installments of principal or interest due under the Note, or any deposits for taxes and assessments or insurance premiums due hereunder, or any other sums to be paid by Mortgagor hereunder or under any other instrument securing the Note.

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(b) Failure by Mortgagor to duly keep, perform and observe any other covenant, condition or agreement in the Note, this Mortgage, or the Construction Loan Agreement executed simultaneously herewith, or any other instrument securing the Note or any other instrument collateral to the Note or executed in connection with the sums secured hereby for a period of fifteen (15) days after Mortgagee gives written notice specifying the breach, unless such breach cannot reasonably be cured within fifteen (15) days and Mortgagor shall have commenced to cure such default within fifteen (15) days of such notice and shall proceed continuously, in good faith and with due diligence, to cure such default.

(c) If Mortgagor or any endorser or guarantor of the Note shall file a voluntary petition in bankruptcy or shall be adjudicated bankrupt or insolvent, or shall file any petition or answer seeking any reorganization, arrangement, composition, readjustment, liquidation, wage earner's plan, assignment for the benefit of creditors, receivership, dissolution or similar relief under any present or future Federal Bankruptcy Act or any other present or future applicable federal, state or other statute of law, or shall seek or consent to or acquiesce in the appointment of any trustee, receiver or liquidator of Mortgagor or all or any part of the properties of Mortgagor or of any guarantor or endorser of the Note; or if, within sixty (60) days after commencement of any proceeding against Mortgagor or any guarantor or endorser of the Note, seeking any reorganization, arrangement, composition, readjustment, liquidation, dissolution, debtor relief or similar relief

under any present or future Federal Bankruptcy Act, or of any other present or future federal, state or other statute or law, such proceeding shall not have been dismissed, or stayed on appeal; or if, within the sixty (60) days after the appointment, without the consent or acquiescence of Mortgagor or of any endorser or guarantor of the Note, or any trustee, receiver, or liquidator of Mortgagor or any endorser or guarantor of the Note, or of all or any portion of the Property, such appointment shall not have been vacated or stayed on appeal or otherwise; or if, within sixty (60) days after the expiration of any such stay such appointment shall not have been vacated.

(d) The entry by any court of last resort of a decision that an undertaking by the Mortgagor as herein provided to pay taxes, assessments, levies, liabilities, obligations and encumbrances is legally inoperative or cannot be enforced.

(e) If foreclosure proceedings should be instituted on any mortgage inferior to the Mortgage, or if any foreclosure proceeding is instituted on any lien of any kind, and such action is not dismissed or bonded off within sixty (60) days.

(f) Any modification of any mortgage superior to the Mortgage, increase in the amount outstanding under any superior mortgage, whether pursuant to a future advance agreement or otherwise, or waiver of any principal or interest payments on any note or mortgage superior to this Mortgage.

(g) Any breach of any material warranty or material untruth of any representation of Mortgagor contained in the Note, this Mortgage or any other instrument securing or evidencing the Note, or in any other instrument given with respect to the sums secured hereby.

(h) Any sale, conveyance, pledge or further encumbrance of the Property or any portion thereof by the Mortgagor not in accordance with the terms of this Mortgage.

(i) The Mortgagor, pursuant to Florida Statutes, files for record a notice limiting the maximum amount which may be secured by this Mortgage.

2.2 Acceleration of Maturity. If an Event of Default shall have occurred and be continuing and not cured within the applicable grace period, the Mortgagee may, at its sole option, declare the entire principal amount of the Note then unpaid, and the interest accrued thereon to be due and payable immediately, and upon such declaration such principal and interest shall forthwith become and be due and payable, as fully and to the same effect as if the date of such declaration were the date originally specified for the maturity of the unpaid balance of the Note. In the event the maturity date of this Mortgage Note Instrument is extended, the Mortgage Company shall be entitled to a Three Percent (3%) Rollover Fee. This amount is based on the loan amount. Rollover time period will be up to one year.

2.3 Mortgagee' Right to Enter and Take Possession. Operate and Apply Income.

(a) If an Event of Default shall have occurred and be continuing and not cured within the applicable grace period, the Mortgagor, upon demand of the Mortgagee, shall forthwith surrender to the Mortgagee the actual possession of the Property and, to the extent permitted by law, the Mortgagee itself, or such officers or agents as it may appoint, may enter and take possession of all the Property, and may exclude the Mortgagor and its agents and employees wholly therefrom to the extent permitted by law, and may have joint access with the Mortgagor to the books, papers and accounts of the Mortgagor.

(b) If the Mortgagor shall, for any reason, fail to surrender or deliver any such Property or any part thereof after such demand by the Mortgagee, the Mortgagee may obtain a judgment or decree conferring on the Mortgagee the right to immediate possession or requiring the Mortgagor to deliver immediate possession of all or part of such Property to the Mortgagee, to the entry of which such judgment or decree the Mortgagor hereby specifically consents.

(c) The Mortgagor will pay to the Mortgagee, upon demand, all expenses of obtaining such judgment or decree and reasonable compensation to the Mortgagee, its attorneys and agents; and all such expenses and compensation shall, until paid, be secured by the lien of this Mortgage.

(d) Upon every such entering upon or taking of possession, the Mortgagee may hold, store, use, operate, manage and control the Property and conduct the business thereof and, from time to time:

(i) make all reasonably necessary maintenance, repairs, renewals, replacements, additions, betterments and improvements thereto and thereon, and purchase or otherwise acquire additional fixtures, personally and other property, as determined by Mortgagee in its sole and absolute discretion;

(ii) insure or keep the Property insured and exercise all the rights and powers of the Mortgagor in its name or otherwise, with respect to the same;

(iii) manage and operate the Property and exercise all the rights and powers of the Mortgagor in its name or otherwise, with respect to the same;

(iv) enter into any and all agreements with respect to the exercise by others of any of the powers herein granted the Mortgagee, all as the Mortgagee from time to time may determine to be to its best advantage; and the Mortgagee may

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collect and receive all the income, revenues, rents, issues and profits of the same, including those past due as well as those accruing thereafter, and, after deducting:

(v) all expenses of taking, holding, managing and operating the Property (including compensation for the services of all persons employed for such purposes);

(vi) the cost of all such maintenance, repairs, renewals, replacements, additions, betterments, improvements and purchases and acquisitions;

(vii) the cost of such insurance;

(viii) such taxes, assessments and other charges prior to the lien of this Mortgage as the Mortgagee may determine to pay;

(ix) other proper charges upon the Property or any part thereof; and

(x) the reasonable compensation expenses and disbursements of the attorneys and agents of the Mortgagee, shall apply the remainder of the monies so received by the Mortgagee first to the payment of accrued interest; second, to the payment of any required tax deposit, insurance deposit or expenses required by Mortgage; and, third, toward the outstanding principal balance on the Note.

2.4 Mortgagee' Power of Enforcement. If an Event of Default shall have occurred and be continuing and not cured within the applicable grace period, the Mortgagee may, at its sole option, either with or without entry or taking possession as hereinabove provided or otherwise, proceed by suit or suits at law or in equity or by any other appropriate proceeding or remedy (a) to enforce payment of the Note or the performance of any term hereof or any other right, (b) to foreclose this Mortgage and to sell, as an entirety or in separate lots or parcels, the Property, under the judgment or decree of a court or courts of competent jurisdiction, and (c) to pursue any other remedy available to it, all as the Mortgagee shall deem most effectual for such purposes. The Mortgagee shall take action either by proceedings or by the exercise of its powers with respect to entry or taking possession, as the Mortgagee may determine.

2.5 Leases. The Mortgagee, at the Mortgagee's option, is authorized to foreclose this Mortgage, subject to the rights of any tenants of the Property, and the failure to make any such tenants a defendant to any such foreclosure proceedings and to foreclose their rights will not be, nor be asserted to be by the Mortgagor, a defense to any proceedings instituted by the Mortgagee to collect the sums secured hereby, or any deficiency remaining unpaid after the foreclosure sale of the Property.

2.6 Principal and Interest Become Due on Foreclosure. Upon commencement of suit or foreclosure of this Mortgage for an uncured Event of Default, the unpaid principal of the Note, if not previously declared due, and the interest accrued thereon, shall at once become and be immediately due and payable.

2.7 Purchase by Mortgagee. Upon any such foreclosure sale, pursuant to judicial proceedings, the Mortgagee may bid for and purchase the Property and, upon compliance with the terms of sale, may hold, retain and possess and dispose of such property in its own absolute right.

2.8 Application of Indebtedness Toward Purchase Price. Upon any such foreclosure sale, pursuant to judicial proceedings, the Mortgagee may, if and to the extent permitted by law, after allowing for the proportion of the total purchase price required to be paid in cash for the costs and expenses of the sale, compensation and other charges, in paying the purchase price, apply to the purchase price any portion of or all sums due to the Mortgagee under the Note and this Mortgage, in lieu of cash, to the amount which shall, upon distribution of the net proceeds of such sale, be payable thereon.

2.9 Waiver of Appraisal, Valuation, Stay, Extension and Redemption Laws. The Mortgagor agrees to the full extent permitted by law that, in case of a default on its part hereunder, neither the Mortgagor nor anyone claiming through or under it shall or will set up, claim or seek to take advantage of any appraisal, valuation, stay, extension or redemption laws now or hereafter in force, in order to prevent or hinder the enforcement or foreclosure of this Mortgage, or the absolute sale of the property hereby conveyed, to the final and absolute putting into possession thereof, immediately after such sale, the purchasers thereof, and the Mortgagor, for itself and all who may at any time claim through or under it, hereby waives, to the full extent that it may lawfully do so, the benefit of all such laws, and any and all right to have the assets comprised in the security intended to be created hereby marshalled upon any foreclosure of the lien hereof, and agrees that the Mortgagee or any court having jurisdiction to foreclose such lien may sell the Property as an entirety.

2.10 Receiver. If an Event of Default shall occur and be continuing, then, upon the filing of a bill in equity or other commencement of judicial proceedings to enforce the rights of the Mortgagee, the Mortgagee, to the extent permitted by law and without regard to the value or occupancy of the security, shall be entitled as a matter of right to the appointment of a receiver to enter upon and take possession of the Property. The receiver shall collect all rents, revenues, issues, income, products and profits thereof, pending such proceedings and apply the same as the court may direct. The receiver shall have all rights and powers permitted under the laws of Florida and such other powers as the court making such appointment may confer. The expenses, including receiver's fees, counsel fees, costs and agent's compensation, incurred pursuant to the powers herein contained, shall be secured by this Mortgage. The right to enter and take possession of, to manage and operate the Property, to collect the rents, issues and profits thereof, whether by a receiver or otherwise, shall be cumulative to any other right or remedy hereunder or afforded by law, and may be exercised concurrent therewith or independently thereof. Mortgagee shall be liable to account only for such rents, issues and profits actually received by Mortgagee, whether received pursuant to this Paragraph 2.10 or Paragraph 2.3 above. Notwithstanding the appointment of any receiver, trustee or other custodian, the Mortgagee shall be entitled as pledgee to the possession and control of any cash or other instruments at the time held by, or payable or deliverable under the terms of this Mortgage to the Mortgagee.

2.11 Suits to Protect the Property. The Mortgagee shall have power (a) to institute and maintain such suits and proceedings as it may deem expedient to prevent any waste or impairment of the Property by any acts which may be unlawful or any violation of the Mortgage, (b) to preserve or protect its interest in the Property and in the income, revenues, rents and profits arising therefrom, and (c) to restrain the enforcement of or compliance with any legislation or other governmental enactment, rule or order that may be unconstitutional or otherwise invalid if the enforcement of or compliance with such enactment, rule or order would substantially impair the security hereunder.

2.12 Proofs of Claim. In the case of any receivership, insolvency, bankruptcy, reorganization, arrangement, adjustment, composition or other judicial proceedings affecting the Mortgagor, its creditors, or its property, the Mortgagee, to the extent permitted by law, shall be entitled to file such proofs of claim and other documents as may be necessary or advisable in order to have the claims of the Mortgagee allowed in such proceedings for the entire amount due and payable by the Mortgagor under this Mortgage at the date of the institution of such proceedings, and for any additional amount which may become due and payable by the Mortgagor hereunder after such date.

2.13 Acceleration; Application of Monies by Mortgagee.

(a) If the default shall be made in the payment of any amount due under the Mortgage or the Note secured hereby and not cured within the applicable grace period, then, upon demand of the Mortgagee, the Mortgagor will pay to the Mortgagee the entire amount due and payable under the Note. If Mortgagor shall fail to pay the same forthwith upon such demand, the Mortgagee shall be entitled to sue for and to recover judgment for the whole amount so due and unpaid together with costs, which shall include the reasonable compensation, expenses and disbursements of the Mortgagee's agents and attorneys either before, after or during the pendency of any proceedings for the enforcement of this Mortgage, including appellate proceedings. The right of the Mortgagee to recover such judgment shall not be affected by any taking, possession or foreclosure sale hereunder, or by the exercise of any other right, power or remedy for the enforcement of the terms of this Mortgage, or the foreclosure of the lien hereof.

(b) In case of a foreclosure sale of any of the Property and of the application of the proceeds of sale to the payment of the debt hereby secured, the Mortgagee shall be entitled to enforce payment of and to receive all amounts then remaining due and unpaid upon the Note, and the Mortgagee shall be entitled to recover judgment for any portion of the debt remaining unpaid, with interest at the maximum rate allowed under Florida law.

(c) The Mortgagor agrees, to the full extent that it may lawfully so agree, that no recovery of any such judgment by the Mortgagee and no attachment or levy or any execution upon any such judgment upon any of the Property or upon any other property shall in any manner or to any extent affect the lien of this Mortgage upon the Property or any part thereof for any lien, rights, powers or remedies of the Mortgagee hereunder, but such lien, rights, powers and remedies shall continue unimpaired as before.

(d) Any monies thus collected by the Mortgagee or received by the Mortgagee under this Paragraph 2.13 shall be applied as follows:

First, to the payment of the reasonable attorneys' fees and expenses incurred by Mortgagee, its agents and attorneys, including, but not limited to, taxes paid, insurance premiums paid, receivers' fees, etc.

Second, toward payment of the amounts due and unpaid upon the note.

2.14 Delay or Omission No Waiver. No delay or omission of the Mortgagee or of any holder of the Note to exercise any right, power or remedy accruing upon any default shall exhaust or impair any such right, power or remedy, nor shall same be construed to be a waiver of any such default, or acquiescence therein; and every right, power and remedy given by this Mortgage to the Mortgagee may be exercised by Mortgagee from time to time and as often as may be deemed expedient by the Mortgagee.

2.15 No Waiver of One Default to Affect Another. No waiver of any default hereunder shall extend to or shall affect any subsequent or any other then existing default, or shall impair any rights, powers or remedies consequent thereon. If the Mortgagee (a) grants forbearance or an extension of time for the payment of any sums secured hereby; (b) takes other or additional security for the payment thereof; (c) waives or does not exercise any right granted herein or in the Note; (d) releases any part of the Property from the Note or Mortgage; (e) consents to the filing of any map, plat or replat thereof; (f) consents to the granting of any easement thereon; or (g) makes or consents to any agreement subordinating the lien hereof, any such act or omission shall not release, discharge, modify, change or affect the original liability under the Note, Mortgage or otherwise of the Mortgagor or any subsequent purchaser of the Property or any part thereof, or any maker, co-signer, endorser, surety or guarantor; nor shall any such act or omission preclude the Mortgagee from exercising any right, power or privilege herein granted or intended to be granted in the event of any other default then made or of any subsequent default nor, except as otherwise expressly provided in an instrument or instruments executed by the Mortgagee, shall the lien of this Mortgage be altered thereby. In the event of the sale or transfer by operation of law or otherwise of all or any part of the Property, the Mortgagee, without notice to any person or corporation, is hereby authorized and empowered to deal with any such vendee or transferee with reference to the Property or the indebtedness secured hereby, or with reference to any of the terms or conditions hereof, as fully and to the same extent as it might deal with the original parties hereto and without in any way releasing or discharging any of the liabilities or undertakings hereunder.

2.16 Discontinuance of Proceedings - Position of Parties Restored. In case the Mortgagee shall have proceeded to enforce any right or remedy under this Mortgage by foreclosure, entry or otherwise, and such proceedings shall have been discontinued or abandoned for any reason, or shall have been determined adversely to the Mortgagee, then and in every such case, the Mortgagor and the Mortgagee shall be restored to their former positions and rights hereunder, and all rights, powers and remedies of the Mortgagee shall continue as if no such proceeding had been taken.

2.17 Remedies Cumulative. No right, power or remedy conferred upon or reserved by the Mortgagee by this Mortgage is intended to be exclusive of any other right, power or remedy, but each and every such right, power and remedy shall be cumulative and current and shall be in addition to any other right, power and remedy given hereunder or now or hereafter existing at law or in equity or by statute.

2.18 Subrogation. The Mortgagee hereby are subrogated to the claims and liens of all parties whose claims or liens are discharged or paid with the proceeds of the indebtedness secured by this Mortgage.

2.19 Abstract. The abstract of title covering the encumbered property shall belong to and remain in the possession of the Mortgagee during the lien of this Mortgage.

ARTICLE THREE
MISCELLANEOUS PROVISIONS

3.1 No Transfer or Further Encumbrance.

(a) It is understood and agreed by Mortgagor that, as part of the inducement to Mortgagee to make the loan evidenced by the Note, Mortgagee has considered and relied on the credit worthiness and reliability of Mortgagor. Mortgagor acknowledges that the continuous ownership of the Property by Mortgagor is of material importance to the Mortgagee and, in the event Mortgagor transfers title to any portion of the Property, or should the same be transferred by operation of law, then in such event the entire unpaid principal balance of the Note secured hereby shall immediately be due and payable forthwith as fully and completely

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as if said unpaid principal balance were originally stipulated to be paid on such date. Notwithstanding anything in the Note to the contrary, the term "transfers title" as used herein shall include, but shall not be limited to, the following: (i) the execution and delivery by Mortgagor of a deed of any nature whatsoever; (ii) the execution by Mortgagor of an agreement of sale and purchase, whereby the purchaser is placed in possession prior to closing; (iii) the execution by Mortgagor of an agreement for deed or an executory contract of sale whereby the purchaser is placed in possession prior to closing; (iv) the leasing of the Property in whole for more than two (2) years and, for the purpose of determining whether the lease is for more than two (2) years, any renewal periods at the option of the lessee shall be included; (v) if the Mortgagor is a corporation, or a limited partnership with the general partners being a corporation, a transfer of twenty-one percent (21%) or more of the issued and outstanding stock of the corporation, or in the event of an issuance of additional stock which, by the nature thereof, changes the respective proportionate holdings of the now existing shareholders so that the future shareholders controlling at least eighty percent (80%) of the then issued outstanding stock of Mortgagor will be other than the now existing shareholders who control eighty percent (80%) of the issued and outstanding stock of Mortgagor, either of such events shall be deemed a transfer of title; or (vi) if Mortgagor is a general partnership or limited partnership, the death, substitution or withdrawal of any general partner or the admission of additional general partners shall be deemed a transfer of title.

(b) Mortgagor shall not, without the consent in writing of the Mortgagee, further encumber by mortgage or otherwise any portion of the Property.

(c) If proceedings shall be instituted against the Property upon any other lien or claim, whether alleged to be superior or junior to the lien of this Mortgage and such action is not dismissed or bonded off within sixty (60) days after such proceeding is instituted, Mortgagee may, at its option, immediately thereafter declare this mortgage and the indebtedness secured hereby due and payable forthwith and may, at its option, proceed to enforce this Mortgage.

(d) Violation of the provisions of this section shall be deemed an Event of Default, and the rights and remedies of Mortgagee provided for in this Mortgage may be utilized by Mortgagee.

3.2 Future Advances. This Mortgage is given to secure not only the initial indebtedness **TWO HUNDRED TWENTY FIVE THOUSAND AND 00/100 DOLLARS (\$225,000.00)** of the Mortgagor to the Mortgagee evidenced by the Note secured hereby, but also such future advances up to Two Hundred percent (200%) of the original indebtedness as are made within twenty (20) years from date hereof, plus interest thereon, and any disbursements made by the Mortgagee for the payment of taxes, insurance or other liens on the property encumbered by this Mortgage, with interest on such disbursements, which advances shall be secured hereby to the same extent as if such future advances were made this date. The total amount of indebtedness secured hereby may increase or decrease from time to time. The provisions of this paragraph shall not be construed to imply any obligation on Mortgagee to make any future advances, it being the intent of the parties that any future advances shall be solely at the discretion and option of the Mortgagee. Any reference to "Note" in this Mortgage shall be construed to reference any future advances made pursuant to this paragraph.

3.3 Uniform Commercial Code. The parties agree that this Mortgage is a security agreement under the Uniform Commercial Code for the purpose of creating a lien on the personal property and fixtures described herein.

3.4 Modifications. It is understood and agreed that the Mortgagee may at any time, without notice to any person, grant to the Mortgagor any modification of any kind or nature whatsoever, or allow any change or changes, substitution or substitutions of any of the property described in this Mortgage or any other collateral which may be held by the Mortgagee without in any manner affecting the liability of the Mortgagor, any endorsers or guarantors of the indebtedness hereby secured or any other person for the payment of said indebtedness, together with interest and any other sums which may be due and payable to the Mortgagee, and also without in any manner affecting or impairing the lien of this Mortgage upon the remainder of the Property and other collateral which is not changed or substituted; and it is also understood and agreed that the Mortgagee may at any time, without notice to any person, release any portion of the property described in this Mortgage or any other collateral, or any portion of any other collateral which may be held as security for the payment of the indebtedness hereby secured, either with or without any consideration of such release or releases, without in any manner affecting the liability of the Mortgagor, all endorsers or guarantors, if any, and all other persons who are or shall be liable for the payment of said indebtedness, and without affecting, disturbing or impairing in any manner whatsoever the validity and priority of the lien of this Mortgage for the full amount of the indebtedness remaining unpaid, together with all interest and advances which shall become payable, upon the entire remainder of the Property which is unreleased, and without in any manner affecting or impairing to any extent whatsoever any and all other collateral security which may be held by the Mortgagee. It is distinctly understood and agreed by the Mortgagor and the Mortgagee that any release or releases may be made by the Mortgagee without the consent or approval of any other person or persons whomsoever.

3.5 Leasing Commissions. Mortgagor covenants that every agreement to pay leasing commissions with respect to the leasing of space in the Property, or any part thereof, are and shall be subject, subordinate and inferior to the right of Mortgagee, so at a foreclosure sale or by other means Mortgagee will be exonerated and discharged from all liabilities for the payment of any such commissions or compensations.

3.6 Commitment Letter Incorporated. Mortgagor agrees that it will fully perform, comply with and abide by each and every one of the terms, covenants and agreement contained and set forth in the certain Mortgage Loan Commitment by and between the parties hereto, dated not applicable relating to this Mortgage Loan, executed copies of which are in the possession of the Mortgagor and Mortgagee. Any default under or breach by Mortgagor of said Mortgage Loan Commitment and amendments thereto, if any, or other loan documents beyond any applicable grace period shall, at the option of the Mortgagee, be an Event of Default under the terms of this Mortgage. In the event of a conflict between this Mortgage, the Note or other Loan Documents (collectively, the "Loan Documents") and the Commitment Letter, the Loan Documents shall prevail.

3.7 Financial Statements. Mortgagor agrees to deliver annually to the Mortgagee Financial Statements of the Mortgagor and Guarantor within one hundred twenty (120) days of the close of the fiscal period and within thirty (30) days of the latest available financial statement after written request of Mortgagee. Mortgagor acknowledges and agrees that this provision is a material consideration for the granting of this Mortgage, and that if the Mortgagor, and all Guarantors, co-makers and endorsers fail or refuse to deliver such Financial Statements within thirty (30) days of written notice from the Mortgagee to said respective parties, such failure to deliver such Financial Statements shall be considered an Event of Default, and the Mortgagee may, at its option, elect to accelerate the remaining unpaid principal balance due and payable on the Note, together with all accrued interest, as if the Mortgagor had defaulted in any payment due and payable under the terms of the Note. The form of the Financial Statements shall be subject to reasonable approval by Mortgagee and shall include such supplemental schedules as Mortgagee may reasonably require.

3.8 Maximum Rate of Interest. Nothing herein contained, nor in the Note secured hereby or any instrument or transaction related thereto, shall be construed or so operate as to require the Mortgagor, Maker, or any person liable for the payment of the loan

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made pursuant to said Note, to pay interest and/or any other payments which are deemed interest in an amount or at a rate greater than the maximum allowed by law. Should any interest or other charges in the nature of the interest paid by the Mortgagor, Maker or any parties liable for the payment of the loan made pursuant to said Note result in the computation or earning of interest in excess of the maximum rate of interest allowed by applicable law, then any and all such excess shall be and the same is hereby waived by the holder hereof, and all such excess shall be automatically credited against and in reduction of the principal balance, and any portion of said excess which exceeds the principal balance shall be paid by the holder hereof to the Mortgagor, Maker or any parties liable for the payment of the loan made pursuant to said Note, it being the intent of the parties hereto that under no circumstances shall the Mortgagor, Maker or any parties liable for the payment of the loan hereunder be required to pay interest in excess of the maximum rate allowed by law.

3.9 Default Rate. The Default Rate of interest shall be applicable subsequent to an Event of Default as defined in paragraph 2.1 and where elsewhere provided for in this Mortgage. The Default Rate shall be the maximum interest rate per annum permissible under Florida law, or federal law in the event federal law pre-empts Florida law or is otherwise applicable. In the event, and only in the event, that there is no applicable maximum rate or said rate is otherwise undeterminable, the parties agree that the Default Rate for this Mortgage shall be eighteen percent (18%) per annum.

3.10 Time is of the Essence. It is specifically agreed that time is of the essence of this Mortgage, and that no waiver of any obligation hereunder or of the obligation secured hereby shall at any time thereafter be held to be a waiver of the terms hereof or of the instrument secured hereby.

3.11 Attorneys' Fees and Expenses. Wherever provision is made herein for payment for reasonable attorneys' or counsels' fees or expenses incurred by the Mortgagee, said provision shall include, but not be limited to, reasonable attorneys' or counsels' fees or expenses incurred in any and all judicial, bankruptcy, reorganization, administrative, or other proceedings, including appellate proceedings, whether such proceedings arise before or after entry of a final judgment.

3.12 Florida Contract. This Mortgage is made by Mortgagor and accepted by Mortgagee in the State of Florida, with reference to the laws of such state, and shall be construed, interpreted, enforced and governed by and in accordance with such laws (excluding the principles thereof governing conflicts of law), and federal law, in the event (and only in the event) federal law preempts state law.

3.13 Successors, Assigns Included in Parties. Whenever in this Mortgage one of the parties hereto is named or referred to, the successors and assigns of such party shall be included and all covenants and agreements contained in this Mortgage by or on behalf of the Mortgagor or by or on behalf of Mortgagee shall bind and inure to the benefit of their respective successors and assigns, whether so expressed or not. Whenever the singular or plural number, masculine or feminine or neuter gender is used herein, it shall equally include the other.

3.14 Notice. All notices and demands given or required to be given by any party hereto to any other party shall be in writing and shall be deemed to have been properly given if and when delivered in person, sent by telex, telegram or telecopier or delivery by same day or overnight courier service, or three (3) business days after having been deposited in any post office, branch post office, or mail depository maintained by the U.S. postal service and sent by registered or certified mail, return receipt requested, postage prepaid, and addressed to the party as shown on page one of this mortgage, (or sent to such other address as any party shall specify to the other party pursuant to the provisions of this section).

3.15 Headings. The headings of the articles, sections, paragraphs and subdivisions of this Mortgage are for convenience of reference only, and are not to be considered a part hereof, and as such shall not limit or otherwise affect any of the terms hereof.

3.16 Invalid Provisions to Affect No Others. In case any one or more of the covenants, agreements, terms or provisions contained in this Mortgage or in the Note shall be invalid, illegal or unenforceable in any respect, the validity of the remaining covenants, agreements, terms or provisions contained herein and in the Note shall be in no way affected, prejudiced or disturbed thereby.

3.17 Hazardous and Toxic Wastes. Mortgagor warrants and represents to and covenants with Mortgagee that:

(a) The Property is not presently being used, and will not in the future during the term of this Mortgage, or the Note it secures, be used for the generation, release, treatment, discharge, emission, handling, storage, transportation, or disposal of Hazardous or Toxic Materials (as hereinafter defined) and, to the best of Mortgagor's knowledge, has not been used in the past for such use.

(b) Mortgagor hereby indemnifies, and agrees to defend and save and hold Mortgagee harmless from and against any and all losses, liabilities (including, without limitation, strict liability), obligations, damages, injuries, defenses, charges, penalties, interest, expenses, fees (including attorneys' fees at all administrative and judicial hearings, trials and appellate levels), costs (including, without limitation, costs of any settlement), judgments, claims and demands of any and every kind whatsoever paid, incurred or suffered by, or asserted against, Mortgagee by any person or entity or governmental agency or body for, with respect to, related to, arising out of, or as a direct or indirect result of, the past, present or future use, generation, release, treatment, discharge, emission, escape, seepage, leakage, spillage, handling, storage, transportation, disposal, clean-up or presence at, on or under the Property or adjacent property, or to the soil, air or to surface or ground water thereat, of any Hazardous or Toxic Materials including, without limitation, any losses, liabilities, damages, obligations, injuries, defenses, charges, penalties, interest, expenses, fees (including attorneys' fees at all administrative and judicial hearings, trials and appellate levels), costs (including, without limitation, costs of any settlement), judgments, claims and demands asserted or arising under the Comprehensive Environmental Response, Compensation and Liability Act, or under any federal, state or local so-called "Superfund" or "Superlien", or other laws, statutes, ordinances, codes, rules, regulations, orders or decrees regulating, with respect to, or imposing liability (including, without limitation, strict liability) with respect to, or standards of conduct concerning, any Hazardous or Toxic Materials regardless of whether or not within the control of Mortgagee. The lien of this Mortgage secures the foregoing indemnity and any liability of Mortgagor under this Paragraph 3.17. Nevertheless, the indemnification described in this Paragraph 3.17 shall survive the full payment and performance of the Note and this Mortgage, the release of the Property and satisfaction of this Mortgage.

(c) Mortgagee, at its sole option, may obtain, at Mortgagor's expense, periodically (but not more frequently than annually unless an Environmental Complaint is then outstanding) an environmental audit or environmental risk assessment prepared by an independent engineer or other qualified environmental consultant of the Mortgagee's choice, which evaluates (i) whether any Hazardous or Toxic Materials are present in the soil or surface or ground water at the Property, or in the soil or surface or ground water adjacent to the Property, in quantities that would violate applicable federal, state or local laws or requirements, (ii) whether any Hazardous or Toxic Materials have previously been released, intentionally or unintentionally, to the soil or to surface or ground water at the site of the Property, (iii) whether Hazardous or Toxic Materials are now or have been previously used, generated, released, treated, discharged, emitted, escaped, seeped, leaked, spilled, handled, stored, transported or disposed of at the Property, and (iv)

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whether activities presently being conducted at the Property are in compliance with all applicable federal, state or local environmental regulations. The environmental audit shall be based upon sampling of the soil, air, waters, visual inspection, and such other methods as shall be appropriate. All sampling shall be conducted using accepted and scientifically valid technology and methodologies. The consultant shall prepare a written report detailing its findings and conclusions.

Mortgagor agrees that, in the event Mortgagee requests an audit, and said audit indicates such past or present use, generation, release, treatment, discharge, emission, escape, seepage, leakage, spillage, handling, storage, transportation, disposal, clean-up or presence, Mortgagee may, in its sole discretion, require Mortgagor to take all steps necessary to further define the nature of the Hazardous or Toxic Materials, any risks related to or resulting therefrom, and possible remedial measures; and thereafter may also require that all violations of law with respect to Hazardous or Toxic Materials be corrected by Mortgagor and that Mortgagor obtain all necessary environmental permits and approvals associated therewith. Until all such permits and approvals so required are received by Mortgagee, Mortgagee shall have the absolute right not to fund any undisbursed proceeds of the loan.

(d) For the purposes of this Mortgage, "Hazardous or Toxic Materials" includes, but is not limited to, (i) materials defined as "Hazardous Waste" under the Federal Resource Conservation and Recovery Act and similar state laws, and (ii) "hazardous substances" as identified under the Federal Comprehensive Environmental Response, Compensation and Liability Act and, especially, in CERCLA Section 101(14), and as set forth in Title 40, Code of Federal Regulations, Part 302, and (iii) those elements or compounds which are contained in the list of hazardous substances adopted by the United States Environmental Protection Agency (EPA) and the list of toxic pollutants designated by Congress or the EPA or defined by any other federal, state or local statute, law, ordinance, code, rule, regulation, order or decree regulating, relating to, or imposing liability or standards of conduct concerning any hazardous, toxic, polluting or dangerous waste, substance or material, as such lists are now or at any time hereafter may be in effect, and (iv) asbestos, and (v) radon, and (vi) polychlorinated biphenyls, and (vii) petroleum products, and (viii) solid, semi-solid, liquid or gaseous materials, substances or waste which are toxic, polluting, flammable, volatile, noxious, irritating, corrosive, radioactive, carcinogenic, contagious or otherwise dangerous, hazardous, harmful or deleterious to human, plant or animal health or well being, and (ix) such other toxic or hazardous materials, substances or waste as are identified or regulated now or hereafter under any applicable federal, state or local law.

(e) If Mortgagor receives any notice of (i) the happening of any material event involving the use, generation, release, treatment, discharge, emission, escape, seepage, leakage, spillage, handling, storage, transportation, disposal or clean-up of any Hazardous or Toxic materials on or at the site of the Mortgaged Property or adjacent thereto, or in connection with Mortgagor's operations thereon, or (ii) any complaint, order, citation or notice with regard to air emissions, water discharges, or any other environmental, health or safety matter affecting Mortgagor or the Mortgaged Property (an "Environmental Complaint") from any person or entity (including, without limitation, the EPA), then Mortgagor shall immediately notify Mortgagee orally and in writing of said notice.

(f) Mortgagee shall have the right, but not the obligation, and without limitation of Mortgagee's rights under this Mortgage, to enter onto the Property or to take such other actions as it deems necessary or advisable to clean up, remove, resolve or minimize the impact of, or otherwise deal with, any such Hazardous or Toxic Materials or Environmental Complaint following receipt of any notice from any person or entity (including, without limitation, the EPA) asserting the existence of any Hazardous or Toxic Materials or an Environmental Complaint pertaining to the Property or any part thereof which, if true, could result in an order, suit or other action against Mortgagor and/or which, in the sole opinion of Mortgagee, could jeopardize Mortgagee's security under this Mortgage.

(g) All costs and expenses incurred by Mortgagee in the exercise of all rights contained in this Paragraph 3.17 shall be secured by this Mortgage and shall be payable by Mortgagor upon demand, or charged to Mortgagor's loan balance at the sole discretion of Mortgagee.

(h) Any breach of any warranty, representation, covenant or agreement contained in this Paragraph 3.17 shall be an Event of default hereunder and shall entitle Mortgagee to exercise any and all remedies provided in this Mortgage, or otherwise permitted by law.

3.18 Guarantors. As part of the inducement to the Mortgagee to make the loan evidenced by the obligations secured hereby, the Mortgagor has caused certain other persons to enter into an irrevocable and unconditional guaranty of payment of any and all indebtedness due Mortgagee and an unconditional guaranty of completion of construction, and the Mortgagor covenants and agrees that such persons shall fully perform, comply with and abide by such continuing and unconditional guaranty. It is further understood and agreed by the Mortgagor that such representations and agreements by such other persons shall constitute, for the purpose of its obligations hereunder, covenants on behalf of the Mortgagor.

3.19 Completion of Construction.

(a) Mortgagor covenants and agrees that, in the event it shall fail to complete the construction and furnishing of the improvements to be erected on the Property substantially in accordance with the plans and specifications submitted to and approved by Mortgagee, or if work on the construction shall cease before completion and shall remain abandoned for a period of ninety (90) days, then, at the option of the Mortgagee, the entire outstanding principal balance of the Note, as secured by this Mortgage, shall become due and payable, together with all accrued interest thereunder.

(b) In the event of abandonment of work upon the construction of the improvements to be erected on the Property for a period of ninety (90) days, the Mortgagee may, at its option, enter into and upon the Property to complete the construction of the improvements. Mortgagor hereby grants to Mortgagee full power and authority to make such entry and to enter into any contracts or arrangements that may be considered necessary by Mortgagee to complete the Improvements. Any sums expended by Mortgagee in connection with such completion shall be added to the principal balance of the Note, and shall be secured by this Mortgage and shall be payable by Mortgagor on demand to Mortgagee with interest at the rate specified in the Note.

3.20 Waiver of Jury Trial. Mortgagor and Mortgagee hereby knowingly, voluntarily and intentionally waive the right either may have to a trial by jury in respect to any litigation based hereunder, or arising out of, or in connection with this Mortgage or any document executed in connection herewith, or any course of conduct, course of dealing, statements (whether verbal or written), or actions or either the Mortgagor or the Mortgagee. This provision is a material inducement to the Mortgagee extending credit to Mortgagor.

3.21 Construction Loan References. In the event this is not a Construction Loan, all references to Construction Loan Agreement shall be deleted.

3.22 The above property is not homestead property. The above property is not homestead property of Mortgagor under the Laws and Constitution of the State of Florida in that neither Mortgagor nor any member of Mortgagor's household resides at the Following residence: 701 NW 33 Avenue, Fort Lauderdale, FL 33311

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EXHIBIT "A" 701 NW 33 AVENUE., FT. LAUDERDALE, FL 33311

Parcel 1: 701 NW 33 AVE.

Lot 16, Block 31, of Browardale Second Addition, according to the Plat thereof as recorded in Plat Book 47, at Page 23, of the Public Records of Broward County, Florida.

Parcel 2: 2814 NW 8 ST.

Lot 29, Block 22, of WASHINGTON PARK THIRD ADDITION, according to the Plat thereof, recorded in Plat Book 21, Page 43 of the Public Records of Broward County, Florida.

Parcel 3: 1025 NW 5 CT.

Lot 10, Block 2, of TUSKEGEE PARK, according to the Plat thereof, recorded in Plat Book 3, Page 9 of the Public Records of Broward County, Florida.

Parcel 4: 2807 NW 9 ST.

Lot 13, Block 3, of WASHINGTON PARK FIRST ADDITION, according to the Plat thereof, recorded in Plat Book 19, Page 32 of the Public Records of Broward County, Florida.

Parcel 5: 4123 NW 79 Ave.

A portion of: Tract 13: of the Plat of SPRINGTREE, as recorded in Plat Book 75, Page 49 of the Public Records of Broward County, Florida said lands lying and being in Broward County, Florida being more particularly described as follows: Commencing at the Eastern most corner of said "Tract", said point also lying on the Westerly right-of-way of University Dr: Thence North 50°17'19" West a distance of 725.38 feet, thence North 89°5'21" West along the North line of said "Tract 13" a distance of 224.77 feet, thence South 0°54'39" West a distance of 26 feet, thence North 89°5'21" West a distance of 80 feet, thence North 0°54'39" East a distance of 26 feet, thence South 89°5'21" East a distance of 80 feet to the Point of Beginning and containing 0.048 acres more or less.

Parcel 6: 145 NW 30 Ave.

The East ½ of the South ½ of the North 2/5 of the Southeast ¼ of the Southwest ¼ of Section 33, Township 48 South, Range 42 East, less the East 25 feet thereof, said property lying and being in Broward County, Florida a/k/a Tract 32 of Collier City Lots.

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3.23 Conveyance. A conveyance, transfer or exchange of the subject property without the express written consent of the Mortgagee shall entitle the Mortgagee, at its option, to declare immediately due and payable the entire unpaid principle balance of the mortgage note hereby secured, anything contained herein or in said mortgage note to the contrary notwithstanding.

THIS IS A BALLOON MORTGAGE AND THE FINAL PRINCIPAL PAYMENT OR THE PRINCIPAL BALANCE DUE UPON MATURITY IS \$225,000.00, TOGETHER WITH ACCRUED INTEREST, IF ANY, AND ALL ADVANCES MADE BY THE MORTGAGEE UNDER THE TERMS OF THIS MORTGAGE.

Signed, sealed read and delivered
in the presence of:

(Shelly) Belardi
(Shelly Belardi), Witness

By: Glenn Bryan
Glenn Bryan, A Single Man

By: Kevin Eutsey
Kevin Eutsey, A Married Man **

Anetta Gani
Anetta Gani), Witness

THE PURPOSE AND INTENT OF THIS MORTGAGE ALSO BEING SIGNED BY KEVIN EUTSEY IS TO CONFIRM THAT THE CROSS COLLATERALIZED PROPERTIES LISTED ON THIS MORTGAGE ARE ALSO BEING ENCUMBERED WITH THIS MORTGAGE.

State of Florida
County of Broward

THE FOREGOING INSTRUMENT was acknowledged before me this 28th September, 2006 **Glenn Bryan, A Single Man and Kevin Eutsey, A Married Man** who is personally known to me OR has produced his FLORIDA DRIVERS LICENSE as identification.

NAME: Vincent Mozer
Notary Public, State of Florida

Commission # DD 429773
My Commission expires: 9/15/09



VINCENT MOYER
MY COMMISSION # DD 429773
EXPIRES: September 15, 2009
Bonded Thru Budget Notary Services

Sonia Eutsey
Sonia Eutsey a/k/a Sonia Williams Eutsey **

K J & R Holdings, Inc.

By: Sonia Eutsey
Sonia W. Eutsey, President **

By: Kevin Eutsey
Kevin Eutsey, Vice President

THE PURPOSE AND INTENT OF THIS MORTGAGE ALSO BEING SIGNED BY SONIA EUTSEY A/K/A SONIA WILLIAMS EUTSEY, and K J & R. HOLDINGS, INC., IS TO CONFIRM THAT THE CROSS COLLATERALIZED PROPERTIES LISTED ON THIS MORTGAGE ARE ALSO BEING ENCUMBERED WITH THIS MORTGAGE.

State of Florida
County of Broward

THE FOREGOING INSTRUMENT was acknowledged before me this 7 day of August, 2007 by Sonia Eutsey a/k/a Sonia Williams Eutsey individually and as President of K J & R Holdings, Inc., and Kevin Eutsey who has presented Florida's License as identifications.

Vincent Mozer
Notary Public



VINCENT MOYER
MY COMMISSION # DD 429773
EXPIRES: September 15, 2009
Bonded Thru Budget Notary Services

THIS IS A BALLOON MORTGAGE AND THE FINAL PRINCIPAL PAYMENT OR THE PRINCIPAL BALANCE DUE UPON MATURITY IS \$89,500.00 TOGETHER WITH ACCRUED INTEREST, IF ANY, AND ALL ADVANCEMENTS MADE BY THE MORTGAGEE UNDER THE TERMS OF THIS MORTGAGE.

MORTGAGE MODIFICATION AGREEMENT

THIS AGREEMENT made this **1st day of December, 2015** by and between **Glenn Bryan, a single man**, (the "Mortgagor") who has an address of 7255 NW 54th Court, Lauderhill, FL 33319 and **Equity Trust Company, Cust., FBO William Fleischer IRA**, 1 Equity Way, Westlake, Ohio 44145 (the "Mortgagee"), which term shall include the representatives, heirs and assigns of the said Mortgagee.

WITNESSETH:

WHEREAS, Mortgagor originally executed and delivered to EquityLink, Inc., a certain Mortgage Note dated September 28, 2006, which Mortgage Note was secured by a certain Mortgage similarly dated and recorded in ORB 42962, Page 740, and re-recorded in ORB 44483, Page 670 of the Public Records of Broward County, Florida (the "Mortgage") securing the principal sum of Two Hundred Twenty-Five Thousand and no/100 dollars (\$225,000.00) which encumbered the following described property located in Broward County, Florida:

**Lot 16, Block 31, of Browardale Second Addition, according to the Plat thereof,
recorded in Plat Book 47, at Page 23, of the Public Records of Broward County, Florida.**

AKA: 701 NW 33rd Avenue, Fort Lauderdale, FL 33311

Whereas, this mortgage was assigned to Fiserv ISS & Co, FBO William Fleischer on October 17, 2006, recorded on October 27, 2006 in ORB 43017, Page 835 of the Public Records of Broward County, Florida

Whereas, Mortgage Modification and Spreader Agreement was recorded on December 27, 2007 in ORB 44942 at Page 413 of the Public Records of Broward County, Florida

Whereas, this mortgage was then assigned to Equity Trust Company, Cust., FBO William Fleischer IRA on March 25, 2008 being recorded on April 1, 2008, in ORB 45232 at Page 267 of the Public Records of Broward County, Florida

Whereas, this mortgage was then partially assigned to EquityLink, Inc. on September 30, 2008 and recorded in ORB 45943, Page 1363 of the Public Records of Broward County, Florida

Whereas, both parties acknowledge that this Mortgage Modification Agreement and Consolidated Note of the date hereof replace a certain Consolidated Mortgage Note and Mortgage Modification Agreement in the original principal amount of **\$89,500.00** dated March 7, 2001 and recorded on March 24, 2011 in ORB 47805, Page 274.

and;

WHEREAS, the parties, wish to execute and record this Agreement to give public notice of the Consolidated Mortgage Note in the amount of **\$89,500.00** payable in accordance with its terms, having a **maturity date of December 1, 2018**, the same being secured by the Mortgage.

NOW THEREFORE, in consideration of the sum of TEN DOLLARS, the mutual covenants contained herein and other good and valuable consideration, the receipt of which is hereby acknowledged, It Is AGREED AS FOLLOWS:

1. Mortgagor affiants that the above property is not the homestead property of Mortgagor under the laws and Constitution of the State of Florida in that neither Mortgagor nor any member of Mortgagor's household reside thereon.
2. The foregoing recitals are true and correct being incorporated herein by reference as if fully set forth. Mortgagor hereby acknowledges the sum of **\$89,500.00** heretofore advanced from Mortgagee as a mortgage loan to be secured by and governed in all respects by the terms of the Mortgage and Consolidated Mortgage Note and all other loan documents relating thereto. The total principal amount secured by the Mortgage as of this date is **\$89,500.00**.
3. Mortgagor agrees that the lien of the Mortgage shall now extend to and secure the Consolidated Mortgage Note having a total indebtedness of **\$89,500.00**.
4. It is intended that this Mortgage Modification Agreement will not disturb the existing priorities. The parties to this Agreement intend that the Mortgage, as modified, will retain the same lien priority as the original Mortgage described above. It is further intended and agreed by the parties hereto that no part of said Mortgage is in any way altered, amended or changed, except as provided in this Agreement. The Mortgagor and Mortgagee do hereby reaffirm and revalidate the full force and effectiveness of the Mortgage, that this Agreement does not constitute a novation, and that the Consolidated Mortgage Note is a valid obligation of Mortgagor, enforceable in accordance with its terms, without any defense or offset. In the event of any conflict between the terms of this Modification and the Mortgage, the terms of this Modification shall prevail.
5. It is understood and agreed that the Mortgagee may at any time, without notice to any person, grant to the Mortgagor any modification of any kind or nature whatsoever, or allow any change of changes, substitution or substitutions of any of the property described in this Mortgage or any other collateral which may be held by the Mortgagee without in any manner affecting the liability of the Mortgagor, any endorsers of the indebtedness, hereby secured or any other person for the payment of said indebtedness together with interest and any other sums which may be due and payable to the Mortgagee, and also without in any manner affecting or impairing the lien of this Mortgage upon the remainder of the property and other collateral which is not changed or substituted; and it is also understood and agreed that the Mortgagee may at any time, without notice to any person, release any portion of the property described in this Mortgage or any other collateral, or any property described in this Mortgage or any other collateral, or any portion of any other collateral which may be held as security for the payment of indebtedness hereby secured, either with or without any consideration for such release or releases, without in any manner be liable for the payment of said indebtedness, without affecting, disturbing or impairing in any manner whatsoever the validity and priority of the lien of this Mortgage for full amount of the indebtedness remaining unpaid, together with all interest and advances which shall become payable, upon the entire remainder of the mortgaged property which is unreleased, and without in any manner affecting or impairing to any extent whatsoever any and all other collateral security which may be held by the Mortgagee. It is distinctly understood and agreed by the Mortgagor and the Mortgagee that any release or releases may be made by the Mortgagee without the consent or approval of any other person or persons whomsoever.

6. As to any prior mortgage lien(s), Mortgagor shall monthly provide written evidence, as satisfactory to Mortgagee, of the timely payment of such prior mortgage lien(s). Mortgagor's failure to so satisfy the foregoing shall constitute an event of default under this Mortgage.
7. Upon satisfaction of this mortgage, the payoff funds must be paid only by bank wire. Whereupon the Mortgagee herein shall deliver to the Mortgagor a Satisfaction executed in recordable form, and return the original documents herein. The aforesaid Satisfaction shall be delivered by Lender only after clearance of payoff funds. The Mortgagor shall be responsible for recording the said Satisfaction in the county public records.
8. If the Mortgagee herein is acting as a trustee, then such Mortgagee-trustee shall have full power and authority to protect, conserve, satisfy, sell, lease, encumber or otherwise manage or dispose of the Property described herein as provided by FS 689.071.
9. Mortgagors stipulate and acknowledge that there exist no defenses to the collection and enforceability of the Note and any collateral documents, securing said Note; and, to the extent that the Mortgagors may have defenses to Mortgagee's collection and enforcement of the Note and any collateral documents securing said Note, Mortgagors acknowledge that as a material inducement for Mortgagee to execute this Mortgage Modification and Extension Agreement, the Mortgagors do hereby waive and release, acquit, satisfy and forever discharge Mortgagee and its affiliates and assignees from any and all claims, counterclaims, defenses, actions, causes of action, suits, controversies, agreements, promises and demands whatsoever in law or in equity which Mortgagors hereafter can, shall or may have against Mortgagee, or its affiliates or assignees, for, upon or by reason of any matter, cause or thing whatsoever through the date hereof arising out of or in connection with the subject matter hereof. In addition, to and without limiting the generality of the foregoing, and in consideration of the Mortgagee's execution of this Agreement, Mortgagors covenant with and warrant unto Mortgagee, and its affiliates and assignees, that all documents referenced herein are all valid, binding and enforceable, and in fact, are in full force and effect and that there exist no claims, counterclaims, defenses, objections, offsets or claims of offsets against Mortgagee or against the obligation of the Mortgagor to pay the indebtedness evidenced by the Note and any collateral documents securing said Note to Mortgagee when and as the same becomes due and payable.
10. The parties hereto do hereby ratify and confirm all of the remaining terms, conditions and covenants contained in the aforesaid Note and Mortgage, and any other loan documents arising hereunder, to the extent that such terms, conditions and covenants do not conflict with the terms, conditions and covenants contained herein. That all remedies provided for in the aforesaid documents upon default by the Mortgagors, unless modified by the within Mortgage Modification and Extension Agreement, shall continue in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Mortgage Modification and Extension Agreement as of the date first above written.

THIS IS A BALLOON MORTGAGE AND THE FINAL PRINCIPAL PAYMENT OR THE PRINCIPAL BALANCE DUE UPON MATURITY IS **\$89,500.00** -TOGETHER WITH ACCRUED INTEREST, IF ANY, AND ALL ADVANCEMENTS MADE BY THE MORTGAGEE UNDER THE TERMS OF THIS MORTGAGE.

WITNESSES:

(sign) [Signature]
print name: Tris Jackson

(sign) [Signature]
print name: NICOLE TAEWEL

MORTGAGOR:

[Signature]
Glenn Bryan, a single man

STATE OF FLORIDA)SS:
COUNTY OF BROWARD)

BEFORE ME, the undersigned authority, personally appeared Glenn Bryan, a single man, personally known to me and known by me to be the persons described in and who executed the foregoing mortgage or who produced Florida driver's licenses as identification and did not take an oath, and they acknowledged before me that they executed the same for the use and purposes in said instrument set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal this December 21, 2015 in the County and State aforesaid.

My Commission Expires:

[Signature] (SEAL)
NOTARY PUBLIC



WITNESSES:

(sign) [Signature]
print name: Adolfo Hollmann

(sign) [Signature]
print name: Judith Cavanagh

MORTGAGEE

[Signature]
Equity Trust Co., Cust. FBO William Fleischer IRA
1 Equity Way, Westlake, Ohio 44145

STATE OF FLORIDA)SS:
COUNTY OF BROWARD)

BEFORE ME, the undersigned authority, personally appeared William Fleischer for Equity Trust Co., Cust. FBO William Fleischer IRA, personally known to me and known by me to be the persons described in and who executed the foregoing mortgage or who produced a Florida driver's license as identification and did not take an oath, and he acknowledged before me that he executed the same for the use and purposes in said instrument set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal this December 21, 2015 in the County and State aforesaid.

My Commission Expires: 01-28-2017

[Signature]
NOTARY PUBLIC
Adolfo Hollmann
State of Florida (SEAL)
My Commission Expires 01/28/2017
Commission No. EE 869189

CONSOLIDATED MORTGAGE NOTE**\$89,500.00**Ft. Lauderdale, Florida
December 1, 2015**701 NW 33rd Avenue, Ft. Lauderdale, FL**

FOR VALUE RECEIVED, **Glenn Bryan, a single man, personally, jointly and severally** promise to pay to the order of **Equity Trust Company, Custodian, FBO William Fleischer IRA**, the principal sum of **Eighty Nine Thousand Five Hundred Dollars and no/100 (\$89,500.00)** together with interest thereon at the rate of **Ten Percent (10%)** per annum from **December 1, 2015** until maturity, both principal and interest being payable in Lawful Money of the United States, such principal sum and interest payable in installments as follows:

1. Interest only at the specified rate shall be paid monthly based on the outstanding principal sum hereof, a monthly payment of **(\$745.83)**.
2. The entire principal balance and accrued interest thereon shall be due and payable on the 3rd anniversary hereof **December 1, 2018**.

There shall be a five day grace period applicable to all payments due hereunder. There shall be a ten per cent late charge assessed as to any late payments made hereunder. Such installment payments shall be applied first to the interest accruing under the terms of this note and then to a reduction of the principal indebtedness.

Prepayment Penalty: None

Any acceleration of payment of this indebtedness by the holder of this note, pursuant to the terms hereof or pursuant to the terms of the mortgage given to secure the same, shall be considered a prepayment of the indebtedness authorizing the holder, upon any such acceleration, and in addition to the balance of the principal and interest accrued thereon and all other amounts due under said note and mortgage, to the extent permitted by law, to recover an amount equal to the prepayment charge hereinabove provided, as if the indebtedness had been prepaid otherwise.

The makers and endorsers of this note further agree to waive demand, notice of non-payment and protest, and in the event suit shall be brought for the collection hereof, or the same has to be collected upon demand of an attorney, to pay reasonable attorney's fees for making such collection. This note is secured by a purchase money first mortgage of even date herewith executed by the undersigned and is to be construed and enforced according to the laws of the State of Florida; upon default in the payment of principal and/or interest when due, the whole sum of principal and interest remaining unpaid shall, at the option of the holders, become immediately due and payable. Failure to exercise this option shall not constitute a waiver of the right to exercise the same in the event of subsequent default. The said Principal sum and accrued interest shall both bear interest from such time of default until repaid at the highest rate allowable under Florida law.

Notwithstanding the foregoing, the applicable interest rate shall never be at any time more than the maximum rate of interest permitted by applicable law in effect from time to time. In the event that the applicable interest rate exceeds the maximum percentage permissible by applicable law in effect or any extension of this Note, only the maximum percentage permissible shall then be charged, but thereafter in any interest period or periods during which the rate is less than the maximum percentage permissible by

applicable law in effect from time to time, the applicable interest rate shall be increased so that lender, its successors or assigns, may collect interest in such amount as my have been charged pursuant to the terms of this Note, but which was not charged because of the limitation imposed by law.

If the calculation of interest or the imposition of a change in the rate of interest after acceleration upon default or the payment of any fees or other charges which are construed to be interest under applicable law in effect from time to time, result in an effective rate of interest higher than that permitted, then such charges shall be reduced by a sum sufficient to result in an effective rate of interest no greater than the maximum effective rate of interest permitted to be paid under applicable law in effect from time to time.

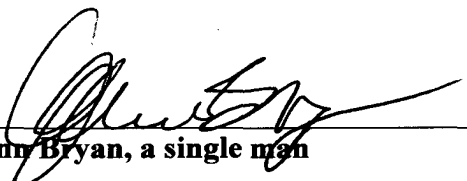
Upon maturity of this Note, whether by acceleration or in due course, interest shall be recalculated over the actual life of the loan based upon the amounts outstanding, and if the total of interest theretofore paid exceeds the amount permitted to be paid under applicable law in effect from time to time, the excess shall be credited to principal, or if such excess exceeds the principal amount due hereunder, refunded to the Borrower.

This Note is secured by, among other security, a Mortgage executed September 28, 2006 and recorded in ORB 42962 at Page 740, of the Public Records of Broward County, Florida, and a Mortgage Modification Agreement of even date herewith (the "Mortgage") to which Mortgage reference is hereby made for a description of the property encumbered (the Property"), definition of terms, the nature and extent of the security and the rights of the Mortgagee and its legal representatives and assigns in respect of such security. Assignment of mortgage recorded October 27, 2006 in ORB 43017, Page 835, Partial Assignments recorded April 1, 2008 in ORB 45232, Page 267 & Partial Assignments recorded January 27, 2009 in ORB 45943, Page 1363 of the Public Records of Broward County, Florida

This Consolidated Note consolidates and replaces that certain Consolidated Note dated March 7, 2011.

In the event the makers shall make any payment by check, which check shall be returned to the mortgagee for any reason other than improper endorsement, the maker shall be responsible for a \$30.00 bank processing charge for returning said check, in addition to any late charge or penalty provided herein.

THE UNDERSIGNED HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVES ANY RIGHT WHICH THE UNDERSIGNED MAY HAVE TO A TRIAL BY JURY IN RESPECT TO ANY LITIGATION BASED HEREON OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS NOTE AND ANY DOCUMENTS CONTEMPLATED TO BE EXECUTED IN CONJUNCTION HERewith, OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENT (WHETHER VERBAL OR WRITTEN) OR ACTIONS OF EITHER THE UNDERSIGNED OR THE HOLDER HEREOF. THIS PROVISION IS A MATERIAL INDUCEMENT FOR THE HOLDER HEREOF TO MAKE A LOAN TO THE UNDERSIGNED IN THE PRINCIPAL AMOUNT HEREIN BEFORE PROVIDED ABOVE.



Glenn Bryan, a single man

December 1, 2015

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This Instrument prepared by: Anetta Gani
EquityLink, Inc.,
220 N. State Road 7
Hollywood, FL 33021 6303
(954) 894-0080

THIS IS A BALLOON MORTGAGE AND THE FINAL PRINCIPAL PAYMENT OR THE PRINCIPAL BALANCE DUE UPON MATURITY IS \$225,000.00 TOGETHER WITH ACCRUED INTEREST, IF ANY, AND ALL ADVANCEMENTS MADE BY THE MORTGAGEE UNDER THE TERMS OF THIS MORTGAGE.

MORTGAGE AND SECURITY AGREEMENT

THIS MORTGAGE, executed this **28th day of September 2006** between **Glenn Bryan, A Single Man** who has an address of **701 NW 33 Avenue, Fort Lauderdale, FL 33311** hereinafter called the Mortgagor, which term as used in every instance shall include the Mortgagor's heirs, executors, administrators, successors, legal representative and assigns, either voluntary by act of the parties, or involuntary by operation of the law, and shall denote the single and/or plural, and the masculine and/or feminine, and natural and/or artificial persons, whenever and wherever the context so requires or admits, party of the first part, and **EquityLink, Inc.**, who has a post office address of **220 N. State Road 7, Hollywood, FL 33021-6303** hereinafter called the Mortgagee, which term as used in every instance shall include the Mortgagee's heirs, executors, administrators, successors, legal representatives and assigns, whenever and wherever the context so requires or admits, party of the second part. If the Mortgagee herein is acting as a trustee, then such Mortgagee-trustee shall have full power and authority to protect, conserve, sell, lease, encumber or otherwise manage or dispose of the Property described herein as provided by FS 689.071.

WITNESSETH

WHEREAS, Mortgagor is justly indebted to Mortgagee in the principal sum of **\$225,000.00** as evidenced by a certain promissory note ("Note") of even date herewith, which has a maturity date of **October 1, 2007**, executed by Mortgagor and delivered to Mortgagee, payable according to the terms therein provided, and by reference being made a part hereof to the same extent as though set out in full herein;

NOW THIS INDENTURE WITNESSETH, to secure the performance and observance by the Mortgagor of all the covenants and conditions in the Note and in this Mortgage, and in order to charge the properties, interests and rights hereinafter described with such payment, performance and observance, and for and in consideration of the sum of Ten Dollars (\$10.00) paid by the Mortgagee to the Mortgagor, and for other valuable considerations, the receipt and sufficiency of which is hereby acknowledged, the Mortgagor does hereby grant, bargain, sell, alien, remise, release, convey, assign, transfer, mortgage, hypothecate, pledge, deliver, set over, warrant and confirm unto the Mortgagee, its successors and assigns forever:

THE MORTGAGED PROPERTY

ALL that certain piece, parcel or tract of land in which the Mortgagor has a fee simple interest situate in **Broward County** and State of Florida (hereinafter called the "Property"), more particularly described as follows:

SEE ATTACHED EXHIBIT 'A' FOR LEGAL DESCRIPTIONS & CROSS COLLATERALIZED PROPERTIES

Street Address: **701 NW 33 Avenue, Fort Lauderdale, FL 33311**

THIS IS A FIRST MORTGAGE

There shall be a **TEN (10.0%) PERCENT** late fee for any payment made after **FIVE (5) DAYS** of its due date.

TOGETHER WITH all land, buildings, structures and improvements of every nature whatsoever now or hereafter situated on the Property, and all fixtures, machinery, equipment, furniture and other personal property of every nature whatsoever, now or hereafter owned by the Mortgagor and located in, on, or used or intended to be used in connection with the operation of the Property, buildings, structures or other improvements, betterments, renewals and replacements to any of the foregoing; and all of the right, title and interest of the Mortgagor in any such personal property or fixtures subject to a conditional sales contract, chattel mortgage or similar lien or claim together with the benefit of any deposits or payments now or hereafter made by the mortgagor or on Mortgagor's behalf;

TOGETHER WITH all easements, rights of way, strips and gores of land, streets, ways, alleys, passages, sewer rights, rights, titles, interest, privileges, liberties, tenements, hereditaments appertaining to any of the property hereinabove described, or which hereafter shall in any way belong, relate or be appurtenant thereto, whether now owned or hereafter acquired by Mortgagor, and the reversion and reversions, remainder and remainders, rents, issues, profits thereof, and all the estate, right, title interest, property, possession, claim and demand whatsoever, at law as well as in equity, of Mortgagor of, in and to the same, including, but not limited to, all judgments, awards of damages and settlements hereafter made resulting from condemnation proceedings or the taking of the Property or any part thereof under the power of eminent domain, the alteration of the grade of any street, or for any damage (whether caused by such taking or otherwise to the Property or any part thereof), or to any rights appurtenant thereto, and all proceeds of any sales or other dispositions of the Property or any part thereof;

TOGETHER WITH all rents, royalties, issues, profits, revenue, income and other benefits from the Property to be applied against the indebtedness secured hereby, provided however, that permission is hereby given to Mortgagor so long as no Event of Default has occurred hereunder which remains uncured, to collect, receive, take, use and enjoy such rents, royalties, issues, profits, revenue, income, licenses, foreclosures, concessions and other benefits as they become due and payable, but not more than two (2) months in advance thereof, except as specifically provided herein. The foregoing assignment shall be fully operative without any further action on the part of either party and specifically Mortgagee shall be entitled, at its option upon the occurrence of an Event of Default hereunder, to all rents, royalties, issues, profits, revenue, income and other benefits from the Property, whether or not Mortgagee takes possession of the Property. Upon any such notice of an Event of Default hereunder, the permission hereby given to Mortgagor to collect such rents, royalties, issues, profits, revenue, income and other benefits from the Property shall terminate and such permission shall not be reinstated upon a cure of the default without Mortgagee's specific written consent. Exercise of rights under this paragraph and the application of any such rents, royalties, issues, profits, revenue, income or other benefits to such indebtedness, shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant thereto, but shall be cumulative and in addition to all other rights and remedies to Mortgagee;

TOGETHER WITH all right, title and interest of Mortgagor in and to any and all leases now or hereafter on or affecting the Property, together with all security therefor and all monies payable thereunder, subject, however, to the conditional permission

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hereinabove given to Mortgagor to collect the rentals under such lease. The foregoing assignment of any lease shall not be deemed to impose upon Mortgagee any of the obligations or duties of Mortgagor provided in any such lease, and Mortgagor agrees to fully perform all obligations of the lessor under all such leases. Upon Mortgagee's request, Mortgagor agrees to send to Mortgagee a list of

all leases covered by the foregoing assignment and as any such lease shall expire or terminate or as any new lease shall be made, Mortgagor shall so notify Mortgagee in order that at all times Mortgagee shall have a current list of all leases affecting the Property. Upon an Event of Default which remains uncured, Mortgagee shall have the right, at any time and from time to time, to notify any lessee of the rights of Mortgagee as provided by this paragraph. From time to time, upon request of Mortgagee, Mortgagor shall specifically assign to Mortgagee, as additional security hereunder, by an assignment in writing in form approved by Mortgagee, all right, title and interest of Mortgagor in and to any and all leases now or hereafter affecting the Property, together with all security therefor and all monies payable thereunder, subject to the conditional permission hereinabove given to Mortgagor to collect the rentals under any such lease. Mortgagor shall also execute and deliver to Mortgagee any notification, financing statement, or other document reasonably required by Mortgagee to perfect the foregoing assignment as to any such lease. This instrument constitutes an absolute and present assignment of the rents, royalties, issues, profits, revenue, income and other benefits from the Property, subject, however, to the conditional permission given to Mortgagor to collect, receive, take, use and enjoy the same as provided hereinabove; provided, further, that the existence of such right of Mortgagor shall not operate to subordinate this assignment to any subsequent assignment, in whole or in part, by Mortgagor, and any such subsequent assignment by Mortgagor shall be subject to the rights of Mortgagee hereunder;

TOGETHER WITH a security interest in (i) all property, equipment and fixtures affixed to or located on the Property, which, to the fullest extent permitted by law, shall be deemed fixtures and a part of the real property, (ii) all articles of personal property and all materials delivered to the Property for the use and operation of said Property or for the use in any construction being conducted thereon, and owned by Mortgagor; (iii) all of Mortgagor's contract rights, including construction contracts, service contracts, advertising contracts, purchase orders, equipment leases, all other contract rights associated with the Property, general intangibles, actions and right of action, all deposits, prepaid expenses, permits, licenses, including all rights to insurance proceeds, (iv) all right, title and interest of the Mortgagor in all trade names and trademarks hereinafter used in connection with the use of the Property, and (v) all proceeds, products, replacements, additions, substitutions, renewals and accessions of any of the foregoing. Mortgagor (Debtor) hereby grants to Mortgagee (Creditor) a security interest in all fixtures, rights in action and personal property described herein. This Mortgage is a self-operative security agreement with respect to such property, but Mortgagor agrees to execute and deliver on demand such other security agreements, financing statements and other instruments as Mortgagee may request in order to perfect its security interest or to impose the lien hereof more specifically upon any of such property. Mortgagee shall have all the rights and remedies in addition to those specified herein of a secured party under the Florida Uniform Commercial Code.

The term "Property" as used herein shall include all of the afore described additional property and rights, now or hereafter acquired by Mortgagor, except as the context may otherwise require.

PROVIDED, HOWEVER, that these presents are upon the condition that, if the Mortgagor shall pay or cause to be paid to the Mortgagee the principal and interest payable in respect to the Note, at the times and in the manner stipulated therein and herein, all without any deduction or credit for taxes or other similar charges paid by the Mortgagor, and shall keep, perform and observe all and singular the covenants and promises in the Note, and any renewal, extension or modification thereof, and in this Mortgage expressed to be kept, performed and observed by and on the part of the Mortgagor, all without fraud or delay, then this Mortgage, and all the properties, interest and rights hereby conveyed, assigned, transferred, mortgaged, hypothecated, pledged, delivered, set over, warranted and confirmed, shall cease, terminate and be void, but shall otherwise remain in full force and effect.

ARTICLE ONE PARTICULAR COVENANTS OF MORTGAGOR

1.1 Performance of Note and Mortgage. The Mortgagor will perform, observe and comply with all the provisions hereof and of the Note secured hereby, and will promptly pay to the Mortgagee the sum of money expressed in the Note with interest thereon and all other sums required to be paid by the Mortgagor pursuant to the provisions of the provisions of the Note and this Mortgage on the days when payment shall become due (including any applicable grace period), all without deduction of credit for taxes or other similar charges paid by the Mortgagor, time being of the essence for such payments.

1.2 Warranty of Title. The Mortgagor covenants that it is indefeasibly seized of the Property in fee simple, has good and absolute title to all existing personal property hereby mortgaged, and has full power and lawful right to convey and mortgage the same in the manner and form aforesaid, and that the Property is free from all encumbrances except taxes for the current year. The Mortgagor does hereby fully warrant the title to the Property against the lawful claims of all persons whomsoever.

1.3 Taxes, Liens and Utility Charges

(a) The Mortgagor covenants and agrees to deliver to the Mortgagee, on or before November 30 of each year, tax receipts evidencing the payment of all lawfully imposed taxes upon the Property for the preceding calendar year; to deliver to the Mortgagee receipts evidencing the payment of all liens, levies, and assessments for public improvements within thirty (30) days after same shall become due and payable; and to pay or discharge within thirty (30) days after the due date any and all governmental levies that may be made on the Property, on this Mortgage or the Note or in any other way resulting from the mortgage indebtedness secured by this Mortgage.

(b) The Mortgagor shall not permit any mechanics', laborers', statutory or other lien to be created or to remain outstanding upon any of the Property, and shall cause same to be released and discharged no later than thirty (30) days from the creation of the lien.

(c) If required by the Mortgagee, at its sole discretion, Mortgagor shall pay to Mortgagee on the date of such regular installment of interest as required by the Note secured hereby (or on the first day of each month if the interest payments are due other than monthly), until the Note is fully paid, an amount equal to one-twelfth (1/12) of such proportionate share of the yearly taxes and assessments as estimated by the Mortgagee to be sufficient to enable the Mortgagee to pay at least thirty (30) days before they become due all taxes, assessments and other similar charges against the Property or any part thereof. Such added payment shall not be, nor be deemed to be, trust funds, but may be co-mingled with the general funds of the Mortgagee, and no interest shall be payable to Mortgagor in respect thereof. Upon demand of the Mortgagee, the Mortgagor agrees to deliver to the Mortgagee such additional monies as are required to make up any deficiencies in the amounts necessary to enable the Mortgagee to pay such taxes, assessments or similar charges. In the Event of a Default by the Mortgagor in the performance of any of the terms, covenants and conditions in this Mortgage or the Note secured hereby, the Mortgagee may apply to the reduction of the principal sum or any other sum secured hereby, in such manner as the Mortgagee shall determine, any amount under this Paragraph 1.3(c) of Article One remaining to the Mortgagor's credit.

(d) The Mortgagor will pay When due, and will not suffer to remain outstanding, any charges for utilities, whether public or private, with respect to the Property.

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(e) The Mortgagor will pay when due any applicable intangible personal property tax or documentary stamp tax each time an additional amount is borrowed or a future advance is made as such intangible personal property tax or documentary stamp tax is due pursuant to Florida law.

1.4 No Tax Credits. The Mortgagor will not claim, demand or be entitled to receive any credit or credits on the principal or interest payable under the terms of the Note or on any other sum secured hereby, for so much of the taxes, assessments or similar

impositions assessed against the Property or any part thereof, as are applicable to the indebtedness secured hereby or to the Mortgagee's interest in the Property. No deduction shall be claimed from the taxable value of the Property or any part thereof by reason of the Note or Mortgage.

1.5 Insurance

(a) Mortgagor shall, at its sole expense, obtain for delivery to, and maintain for the benefit of, Mortgagee during the life of the Mortgage, public liability and hazard insurance in such amounts and for such periods as Mortgagee may reasonably require. Mortgagor shall pay promptly, when due, all premiums on the insurance policies and renewals.

(b) Mortgagor shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire and other hazards, casualties, and contingencies including, but not limited to, flood insurance to the maximum amount available under the National Flood Act, in such amounts and for such periods as may be required by Mortgagee, and to pay promptly when due all premiums on such insurance policies or renewals. All insurance shall be carried on companies approved by Mortgagee as to financial standing according to such guidelines as may be adopted from time to time by Mortgagee, and the policies and renewals thereof or copies thereof shall be held by Mortgagee and shall have attached thereto loss payable clauses in favor of and in form acceptable to the Mortgagee. At least fifteen (15) days prior to the expiration date of all such policies, renewals thereof or proof of extension reasonably satisfactory to the Mortgagee shall be delivered to the Mortgagee. Upon request of the Mortgagee, Mortgagor shall deliver to the Mortgagee receipts evidencing the payment of all such insurance policies and renewals. The delivery of the insurance policies shall constitute an assignment as further security of all unearned premiums. In the event of loss, Mortgagor will give immediate notice by mail to Mortgagee and Mortgagee may make proof of loss if not made promptly by Mortgagor, and each insurance company concerned is hereby authorized and directed, if so instructed by Mortgagee, to make payment for such loss directly to Mortgagee instead of to Mortgagor and Mortgagee jointly. The insurance proceeds or any part thereof shall be used for restoration or repair of the damage, provided the loss or damage does not exceed fifty percent (50%) of the improvements of any building at the Property. In the event the damage or destruction exceeds fifty percent (50%) of the improvements of any building at the Property, the insurance proceeds or any part thereof may be applied by Mortgagee at its option either to the reduction of the indebtedness hereby secured or to the restoration or repair of the property damage. In the event of foreclosure of this Mortgage or other transfer of title to the Property in extinguishment of the indebtedness secured hereby, all right, title and interest of the Mortgagor in and to any insurance policies then in force shall pass to the purchaser or grantee.

(c) If required by the Mortgagee, at its sole discretion, Mortgagor shall pay to Mortgagee on the date of each regular installment of interest as required by the Note secured hereby (or on the first day of each month if the interest payments are due other than monthly), until the Note is fully paid, an amount equal to one-twelfth (1/12) or such proportionate share of the yearly premium for insurance as shall enable Mortgagee to pay for the insurance premiums when due. Such added payments shall not be, nor be deemed to be, trust funds, but may be commingled with the general funds of the Mortgagee, and no interest shall be payable to Mortgagor with respect thereof. Upon demand of the Mortgagee, the Mortgagor agrees to deliver to the Mortgagee such additional monies as are necessary to make up any deficiencies in the amounts necessary to enable the Mortgagee to pay such insurance premiums when due.

1.6 Condemnation. If all or a substantial part of the Property shall be damaged or taken through condemnation (which term, when used in this Mortgage, shall include any damage or taking by any governmental authority, and any transfer by private sale in lieu thereof, either temporarily or permanently), the entire indebtedness secured hereby shall, at the option of the Mortgagee, become immediately due and payable upon the condemnation award becoming final. The Mortgagee shall be entitled to all compensation, awards, and any other payments of relief therefor and is hereby authorized, at its option, to commence, appear in and prosecute, in its own name or jointly with Mortgagor, any action or proceeding relating to any condemnation, and to settle or compromise any claim in connection therewith. If less than a substantial part of the Property is damaged or taken in condemnation, the condemnation proceeds or any part thereof shall be used for restoration or repair of the damage with the balance, if any, applied by Mortgagee as a reduction to the sums secured hereby or in such manner as Mortgagee may determine. All such compensation, awards, damages, claims, rights of action and proceeds and the right thereto are hereby assigned by the Mortgagor to the Mortgagee who, after deduction therefrom of all its expenses, including attorneys' fees, may release any monies so received by it without affecting the lien of this Mortgage or may apply the same as set forth herein either to restoration of the damage or to the reduction of the sums secured hereby, and any balance of such monies then remaining shall be paid to the Mortgagor. The Mortgagor agrees to execute such further assignments of any compensations, awards, damages, claims, rights of action and proceeds as the Mortgagee may require.

1.7 Care of the Property.

(a) The Mortgagor shall preserve and maintain the Property in good condition and repair. Mortgagor shall not remove or demolish any building presently on or hereafter existing on the Property without the written consent of the Mortgagee. Mortgagor shall not permit, commit or suffer any waste, impairment or deterioration of the Property, or any part thereof, and will not knowingly take any action which will increase the risk of fire or other hazard to the Property or to any part thereof.

(b) Except as otherwise provided herein, no buildings, fixtures, personal property, or other part of the Property shall be removed, demolished or substantially altered without the prior written consent of the Mortgagee. The Mortgagor may sell or otherwise dispose of, free from the lien of this Mortgage, equipment, tools, appliances, machinery, fixtures or appurtenances subject to the lien hereof, which may become worn out, undesirable, obsolete, disused or unnecessary for use in the operation of the Property, not exceeding in value at the time of disposition thereof Five Thousand Dollars (\$ 5,000.00) any single transaction, or a total of Fifteen Thousand Dollars (\$ 15,000.00) in any one year, upon replacing the same by, or substituting for the same, other equipment, tools, appliances, machinery, fixtures or appurtenances not necessarily of the same character, but of at least equal value to the Mortgagor and costing not less than the amount realized from the property sold or otherwise disposed of, which shall forthwith become, without further action, subject to the lien of this Mortgage.

(c) If the Property or any part thereof is damaged by fire or any other cause, the Mortgagor shall give immediate written notice of same to Mortgagee.

(d) The Mortgagee is hereby authorized to enter upon and to inspect the Property at any time during normal business hours during the life of this Mortgage.

(e) The Mortgagor will promptly comply with all present and future laws, ordinances, rules and regulations of any governmental authority affecting the Property or any part thereof.

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(f) If all or any part of the Property shall be damaged by fire or other casualty, the Mortgagor shall promptly restore the property to a satisfactory operating condition whether or not there shall be any insurance proceeds therefor. If the Note and the Mortgage are not accelerated by Mortgagee, the Mortgagor shall be entitled to use the insurance proceeds which have been made available by Mortgagee under Paragraph 1.5. If a part of the Property shall be physically damaged through condemnation, the Mortgagor shall promptly restore, repair or alter the remaining property in a manner satisfactory to the Mortgagee.

(g) If any work required to be performed under this Paragraph 1.7 of Article One shall involve an estimated expenditure of more than Fifty Thousand Dollars (\$50,000.00), no such work shall be undertaken until plans and specifications therefor, prepared by an architect satisfactory to the Mortgagee, have been submitted to and approved by the Mortgagee, which approval shall not be unreasonably withheld.

1.8 Further Assurances. Mortgagor will make, execute and deliver to the Mortgagee and, where appropriate, shall cause to be recorded and/or filed and, from time to time thereafter, to be rerecorded and/or re-filed at such time and in such offices and places as shall be deemed desirable by the Mortgagee, any and all such further mortgages, instruments of further assurance, certificates and other documents as may, in the reasonable opinion of the Mortgagee, be necessary or desirable in order to effectuate, complete, enlarge or perfect, or to continue and preserve:

(a) The obligation of the Mortgagor under this Mortgage, the Note secured hereby, or any loan document executed in connection therewith; and

(b) The lien of this Mortgage as a lien, upon all of the Property, whether now owned or hereafter acquired by the Mortgagor.

Upon any failure of the Mortgagor to do so, the Mortgagee may make, execute, record, file, re-record and/or re-file any and all such mortgages, instruments, certificates and documents for and in the name of the Mortgagor, and the Mortgagor hereby irrevocably appoints the Mortgagee the agent and attorney-in-fact of the Mortgagor to do so.

Acquired Property. The lien of this Mortgage will automatically attach, without further act, to all after acquired Property attached to or used in the operation of the Property or any part thereof.

1.10 Leases Affecting Property. The Mortgagor will comply with and observe its obligations as landlord under all leases affecting the Property or any part thereof. Upon Mortgagee' request, Mortgagor will furnish Mortgagee with executed copies of all leases hereafter created on said Property, and all leases hereafter entered into will be in form and substance subject to the reasonable approval of Mortgagee. The Mortgagee specifically reserves the right to approve all proposed leases as to form and content and lessees as to financial capabilities. The Mortgagee further reserves the right to approve the minimum amount of rent that may be charged from time to time by Mortgagor at the Property. All leases shall be inferior and subordinate in all respects to the lien of this Mortgage, and the terms of each lease or a separate agreement shall so provide. Mortgagor will not, without the express written consent of the Mortgagee, materially modify, either orally or in writing, any lease hereafter created upon the Property, nor will the Mortgagor permit an assignment or sublease, surrender or termination of any lease except in the ordinary course of business or due to a default of a tenant, without the express written consent of the Mortgagee. Mortgagor shall not accept advance payments of rent in excess of two (2) months without the express written consent of the Mortgagee. The Mortgagor specifically assigns to the Mortgagee as additional security any and all such leases hereafter created including, without limitation, all rents, royalties, issues and profits of the premises from time to time accruing, the parties hereto acknowledging that this Mortgage constitutes a general assignment of any and all such future leases.

1.11 Expenses. Mortgagor shall pay or reimburse Mortgagee for all costs, charges and expenses, including reasonable attorneys' fees, including appellate proceedings, and disbursements, and costs of abstracts of title incurred or paid by Mortgagee in any action, proceeding or dispute in which Mortgagee is made a party or appears as a party plaintiff or party defendant because of the failure of the Mortgagor promptly and fully to perform and comply with all conditions and covenants of this Mortgage and the Note secured hereby including, but not limited to, the foreclosure of this Mortgage, condemnation of all or part of the Property, or any action to protect the security thereof. All costs, charges and expenses so incurred by Mortgagee shall become due and payable whether or not there be notice, demand, attempt to collect or suit pending. The amounts so paid or incurred by Mortgagee, together with interest thereon at the Default Rate, as hereinafter defined, from the date incurred until paid by Mortgagor, shall be secured by the lien of this Mortgage.

1.12 Mortgagee' Performance of Defaults. If the Mortgagor shall default in the payment of any tax assessment, encumbrance or other imposition, or in its obligation to furnish insurance hereunder or performance or observance of any other covenant, condition or term in this Mortgage beyond any applicable grace period, the Mortgagee may, at its option, without waiving or affecting its option to foreclose or any other rights to which the Mortgagee may be entitled hereunder, perform or observe the same, and all payments made or costs or expenses incurred by the Mortgagee in connection therewith shall be secured hereby and shall be immediately repaid by the Mortgagor to the Mortgagee, with interest thereon at the Default Rate as hereinafter defined. Nothing contained herein shall be construed as requiring Mortgagee to advance or expend monies for any purposes mentioned in this Paragraph. The Mortgagee is hereby empowered to enter and to authorize others to enter upon the Property or any part thereof for the purpose of performing or observing any such defaulted covenant, condition or terms, without thereby becoming liable to the Mortgagor or any person in possession holding under the Mortgage.

1.13 Books and Records. The Mortgagor shall keep and maintain, at all times, full, true and accurate books of account and records, adequate to reflect correctly the results of the operation of the Property. Upon request of the Mortgagee, the Mortgagor will furnish to the Mortgagee, within thirty (30) days after the end of each annual fiscal period of the Mortgagor, a balance sheet and a statement of income and expenses, both in reasonable detail and a rent schedule of the Property, certified by an accounting officer of the Mortgagor, showing the name of each tenant and, for each tenant, the space occupied, the lease expiration date, and the rent paid.

1.14 Estoppel Affidavits. Mortgagor and Mortgagee agree, within ten (10) days after each written request, to furnish a written statement, duly acknowledged, setting forth the unpaid principal of and interest on the Note, and whether or not any offsets or defenses exist against such principal and interest.

ARTICLE TWO - DEFAULTS

2.1 Event of Default. The term "Event of Default", wherever used in the Mortgage, shall mean any one or more of the following events which is not cured within any applicable grace period:

(a) Failure by Mortgagor to pay, as and when due and payable, any installments of principal or interest due under the Note, or any deposits for taxes and assessments or insurance premiums due hereunder, or any other sums to be paid by Mortgagor hereunder or under any other instrument securing the Note.

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(b) Failure by Mortgagor to duly keep, perform and observe any other covenant, condition or agreement in the Note, this Mortgage, or the Construction Loan Agreement executed simultaneously herewith, or any other instrument securing the Note or any other instrument collateral to the Note or executed in connection with the sums secured hereby for a period of fifteen (15) days after Mortgagee gives written notice specifying the breach, unless such breach cannot reasonably be cured within fifteen (15) days and Mortgagor shall have commenced to cure such default within fifteen (15) days of such notice and shall proceed continuously, in good faith and with due diligence, to cure such default.

(c) If Mortgagor or any endorser or guarantor of the Note shall file a voluntary petition in bankruptcy or shall be adjudicated bankrupt or insolvent, or shall file any petition or answer seeking any reorganization, arrangement, composition, readjustment, liquidation, wage earner's plan, assignment for the benefit of creditors, receivership, dissolution or similar relief under any present or future Federal Bankruptcy Act or any other present or future applicable federal, state or other statute of law, or shall seek or consent to or acquiesce in the appointment of any trustee, receiver or liquidator of Mortgagor or all or any part of the properties of Mortgagor or of any guarantor or endorser of the Note; or if, within sixty (60) days after commencement of any proceeding against Mortgagor or any guarantor or endorser of the Note, seeking any reorganization, arrangement, composition, readjustment, liquidation, dissolution, debtor relief or similar relief

under any present or future Federal Bankruptcy Act, or of any other present or future federal, state or other statute or law, such proceeding shall not have been dismissed, or stayed on appeal; or if, within the sixty (60) days after the appointment, without the consent or acquiescence of Mortgagor or of any endorser or guarantor of the Note, or any trustee, receiver, or liquidator of Mortgagor or any endorser or guarantor of the Note, or of all or any portion of the Property, such appointment shall not have been vacated or stayed on appeal or otherwise; or if, within sixty (60) days after the expiration of any such stay such appointment shall not have been vacated.

(d) The entry by any court of last resort of a decision that an undertaking by the Mortgagor as herein provided to pay taxes, assessments, levies, liabilities, obligations and encumbrances is legally inoperative or cannot be enforced.

(e) If foreclosure proceedings should be instituted on any mortgage inferior to the Mortgage, or if any foreclosure proceeding is instituted on any lien of any kind, and such action is not dismissed or bonded off within sixty (60) days.

(f) Any modification of any mortgage superior to the Mortgage, increase in the amount outstanding under any superior mortgage, whether pursuant to a future advance agreement or otherwise, or waiver of any principal or interest payments on any note or mortgage superior to this Mortgage.

(g) Any breach of any material warranty or material untruth of any representation of Mortgagor contained in the Note, this Mortgage or any other instrument securing or evidencing the Note, or in any other instrument given with respect to the sums secured hereby.

(h) Any sale, conveyance, pledge or further encumbrance of the Property or any portion thereof by the Mortgagor not in accordance with the terms of this Mortgage.

(i) The Mortgagor, pursuant to Florida Statutes, files for record a notice limiting the maximum amount which may be secured by this Mortgage.

2.2 Acceleration of Maturity. If an Event of Default shall have occurred and be continuing and not cured within the applicable grace period, the Mortgagee may, at its sole option, declare the entire principal amount of the Note then unpaid, and the interest accrued thereon to be due and payable immediately, and upon such declaration such principal and interest shall forthwith become and be due and payable, as fully and to the same effect as if the date of such declaration were the date originally specified for the maturity of the unpaid balance of the Note. In the event the maturity date of this Mortgage Note Instrument is extended, the Mortgage Company shall be entitled to a Three Percent (3%) Rollover Fee. This amount is based on the loan amount. Rollover time period will be up to one year.

2.3 Mortgagee' Right to Enter and Take Possession. Operate and Apply Income.

(a) If an Event of Default shall have occurred and be continuing and not cured within the applicable grace period, the Mortgagor, upon demand of the Mortgagee, shall forthwith surrender to the Mortgagee the actual possession of the Property and, to the extent permitted by law, the Mortgagee itself, or such officers or agents as it may appoint, may enter and take possession of all the Property, and may exclude the Mortgagor and its agents and employees wholly therefrom to the extent permitted by law, and may have joint access with the Mortgagee to the books, papers and accounts of the Mortgagor.

(b) If the Mortgagor shall, for any reason, fail to surrender or deliver any such Property or any part thereof after such demand by the Mortgagee, the Mortgagee may obtain a judgment or decree conferring on the Mortgagee the right to immediate possession or requiring the Mortgagor to deliver immediate possession of all or part of such Property to the Mortgagee, to the entry of which such judgment or decree the Mortgagor hereby specifically consents.

(c) The Mortgagor will pay to the Mortgagee, upon demand, all expenses of obtaining such judgment or decree and reasonable compensation to the Mortgagee, its attorneys and agents; and all such expenses and compensation shall, until paid, be secured by the lien of this Mortgage.

(d) Upon every such entering upon or taking of possession, the Mortgagee may hold, store, use, operate, manage and control the Property and conduct the business thereof and, from time to time:

(i) make all reasonably necessary maintenance, repairs, renewals, replacements, additions, betterments and improvements thereto and thereon, and purchase or otherwise acquire additional fixtures, personally and other property, as determined by Mortgagee in its sole and absolute discretion;

(ii) insure or keep the Property insured and exercise all the rights and powers of the Mortgagor in its name or otherwise, with respect to the same;

(iii) manage and operate the Property and exercise all the rights and powers of the Mortgagor in its name or otherwise, with respect to the same;

(iv) enter into any and all agreements with respect to the exercise by others of any of the powers herein granted the Mortgagee, all as the Mortgagee from time to time may determine to be to its best advantage; and the Mortgagee may

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collect and receive all the income, revenues, rents, issues and profits of the same, including those past due as well as those accruing thereafter, and, after deducting:

(v) all expenses of taking, holding, managing and operating the Property (including compensation for the services of all persons employed for such purposes);

(vi) the cost of all such maintenance, repairs, renewals, replacements, additions, betterments, improvements and purchases and acquisitions;

(vii) the cost of such insurance;

(viii) such taxes, assessments and other charges prior to the lien of this Mortgage as the Mortgagee may determine to pay;

(ix) other proper charges upon the Property or any part thereof; and

(x) the reasonable compensation expenses and disbursements of the attorneys and agents of the Mortgagee, shall apply the remainder of the monies so received by the Mortgagee first to the payment of accrued interest; second, to the payment of any required tax deposit, insurance deposit or expenses required by Mortgage; and, third, toward the outstanding principal balance on the Note.

2.4 Mortgagee' Power of Enforcement. If an Event of Default shall have occurred and be continuing and not cured within the applicable grace period, the Mortgagee may, at its sole option, either with or without entry or taking possession as hereinabove provided or otherwise, proceed by suit or suits at law or in equity or by any other appropriate proceeding or remedy (a) to enforce payment of the Note or the performance of any term hereof or any other right, (b) to foreclose this Mortgage and to sell, as an entirety or in separate lots or parcels, the Property, under the judgment or decree of a court or courts of competent jurisdiction, and (c) to pursue any other remedy available to it, all as the Mortgagee shall deem most effectual for such purposes. The Mortgagee shall take action either by proceedings or by the exercise of its powers with respect to entry or taking possession, as the Mortgagee may determine.

2.5 Leases. The Mortgagee, at the Mortgagee' option, is authorized to foreclose this Mortgage, subject to the rights of any tenants of the Property, and the failure to make any such tenants a defendant to any such foreclosure proceedings and to foreclose their rights will not be, nor be asserted to be by the Mortgagor, a defense to any proceedings instituted by the Mortgagee to collect the sums secured hereby, or any deficiency remaining unpaid after the foreclosure sale of the Property.

2.6 Principal and Interest Become Due on Foreclosure. Upon commencement of suit or foreclosure of this Mortgage for an uncured Event of Default, the unpaid principal of the Note, if not previously declared due, and the interest accrued thereon, shall at once become and be immediately due and payable.

2.7 Purchase by Mortgagee. Upon any such foreclosure sale, pursuant to judicial proceedings, the Mortgagee may bid for and purchase the Property and, upon compliance with the terms of sale, may hold, retain and possess and dispose of such property in its own absolute right.

2.8 Application of Indebtedness Toward Purchase Price. Upon any such foreclosure sale, pursuant to judicial proceedings, the Mortgagee may, if and to the extent permitted by law, after allowing for the proportion of the total purchase price required to be paid in cash for the costs and expenses of the sale, compensation and other charges, in paying the purchase price, apply to the purchase price any portion of or all sums due to the Mortgagee under the Note and this Mortgage, in lieu of cash, to the amount which shall, upon distribution of the net proceeds of such sale, be payable thereon.

2.9 Waiver of Appraisalment, Valuation, Stay, Extension and Redemption Laws. The Mortgagor agrees to the full extent permitted by law that, in case of a default on its part hereunder, neither the Mortgagor nor anyone claiming through or under it shall or will set up, claim or seek to take advantage of any appraisalment, valuation, stay, extension or redemption laws now or hereafter in force, in order to prevent or hinder the enforcement or foreclosure of this Mortgage, or the absolute sale of the property hereby conveyed, to the final and absolute putting into possession thereof, immediately after such sale, the purchasers thereof, and the Mortgagor, for itself and all who may at any time claim through or under it, hereby waives, to the full extent that it may lawfully do so, the benefit of all such laws, and any and all right to have the assets comprised in the security intended to be created hereby marshalled upon any foreclosure of the lien hereof, and agrees that the Mortgagee or any court having jurisdiction to foreclose such lien may sell the Property as an entirety.

2.10 Receiver. If an Event of Default shall occur and be continuing, then, upon the filing of a bill in equity or other commencement of judicial proceedings to enforce the rights of the Mortgagee, the Mortgagee, to the extent permitted by law and without regard to the value or occupancy of the security, shall be entitled as a matter of right to the appointment of a receiver to enter upon and take possession of the Property. The receiver shall collect all rents, revenues, issues, income, products and profits thereof, pending such proceedings and apply the same as the court may direct. The receiver shall have all rights and powers permitted under the laws of Florida and such other powers as the court making such appointment may confer. The expenses, including receiver's fees, counsel fees, costs and agent's compensation, incurred pursuant to the powers herein contained, shall be secured by this Mortgage. The right to enter and take possession of, to manage and operate the Property, to collect the rents, issues and profits thereof, whether by a receiver or otherwise, shall be cumulative to any other right or remedy hereunder or afforded by law, and may be exercised concurrent therewith or independently thereof. Mortgagee shall be liable to account only for such rents, issues and profits actually received by Mortgagee, whether received pursuant to this Paragraph 2.10 or Paragraph 2.3 above. Notwithstanding the appointment of any receiver, trustee or other custodian, the Mortgagee shall be entitled as pledgee to the possession and control of any cash or other instruments at the time held by, or payable or deliverable under the terms of this Mortgage to the Mortgagee.

2.11 Suits to Protect the Property. The Mortgagee shall have power (a) to institute and maintain such suits and proceedings as it may deem expedient to prevent any waste or impairment of the Property by any acts which may be unlawful or any violation of the Mortgage, (b) to preserve or protect its interest in the Property and in the income, revenues, rents and profits arising therefrom, and (c) to restrain the enforcement of or compliance with any legislation or other governmental enactment, rule or order that may be unconstitutional or otherwise invalid if the enforcement of or compliance with such enactment, rule or order would substantially impair the security hereunder.

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2.12 Proofs of Claim. In the case of any receivership, insolvency, bankruptcy, reorganization, arrangement, adjustment, composition or other judicial proceedings affecting the Mortgagor, its creditors, or its property, the Mortgagee, to the extent permitted by law, shall be entitled to file such proofs of claim and other documents as may be necessary or advisable in order to have the claims of the Mortgagee allowed in such proceedings for the entire amount due and payable by the Mortgagor under this Mortgage at the date of the institution of such proceedings, and for any additional amount which may become due and payable by the Mortgagor hereunder after such date.

2.13 Acceleration; Application of Monies by Mortgagee.

(a) If the default shall be made in the payment of any amount due under the Mortgage or the Note secured hereby and not cured within the applicable grace period, then, upon demand of the Mortgagee, the Mortgagor will pay to the Mortgagee the entire amount due and payable under the Note. If Mortgagor shall fail to pay the same forthwith upon such demand, the Mortgagee shall be entitled to sue for and to recover judgment for the whole amount so due and unpaid together with costs, which shall include the reasonable compensation, expenses and disbursements of the Mortgagee's agents and attorneys either before, after or during the pendency of any proceedings for the enforcement of this Mortgage, including appellate proceedings. The right of the Mortgagee to recover such judgment shall not be affected by any taking, possession or foreclosure sale hereunder, or by the exercise of any other right, power or remedy for the enforcement of the terms of this Mortgage, or the foreclosure of the lien hereof.

(b) In case of a foreclosure sale of any of the Property and of the application of the proceeds of sale to the payment of the debt hereby secured, the Mortgagee shall be entitled to enforce payment of and to receive all amounts then remaining due and unpaid upon the Note, and the Mortgagee shall be entitled to recover judgment for any portion of the debt remaining unpaid, with interest at the maximum rate allowed under Florida law.

(c) The Mortgagor agrees, to the full extent that it may lawfully so agree, that no recovery of any such judgment by the Mortgagee and no attachment or levy or any execution upon any such judgment upon any of the Property or upon any other property shall in any manner or to any extent affect the lien of this Mortgage upon the Property or any part thereof for any lien, rights, powers or remedies of the Mortgagee hereunder, but such lien, rights, powers and remedies shall continue unimpaired as before.

(d) Any monies thus collected by the Mortgagee or received by the Mortgagee under this Paragraph 2.13 shall be applied as follows:

First, to the payment of the reasonable attorneys' fees and expenses incurred by Mortgagee, its agents and attorneys, including, but not limited to, taxes paid, insurance premiums paid, receivers' fees, etc.

Second, toward payment of the amounts due and unpaid upon the note.

2.14 Delay or Omission No Waiver. No delay or omission of the Mortgagee or of any holder of the Note to exercise any right, power or remedy accruing upon any default shall exhaust or impair any such right, power or remedy, nor shall same be construed to be a waiver of any such default, or acquiescence therein; and every right, power and remedy given by this Mortgage to the Mortgagee may be exercised by Mortgagee from time to time and as often as may be deemed expedient by the Mortgagee.

2.15 No Waiver of One Default to Affect Another. No waiver of any default hereunder shall extend to or shall affect any subsequent or any other then existing default, or shall impair any rights, powers or remedies consequent thereon. If the Mortgagee (a) grants forbearance or an extension of time for the payment of any sums secured hereby; (b) takes other or additional security for the payment thereof; (c) waives or does not exercise any right granted herein or in the Note; (d) releases any part of the Property from the Note or Mortgage; (e) consents to the filing of any map, plat or replat thereof; (f) consents to the granting of any easement thereon; or (g) makes or consents to any agreement subordinating the lien hereof, any such act or omission shall not release, discharge, modify, change or affect the original liability under the Note, Mortgage or otherwise of the Mortgagor or any subsequent purchaser of the Property or any part thereof, or any maker, co-signer, endorser, surety or guarantor; nor shall any such act or omission preclude the Mortgagee from exercising any right, power or privilege herein granted or intended to be granted in the event of any other default then made or of any subsequent default nor, except as otherwise expressly provided in an instrument or instruments executed by the Mortgagee, shall the lien of this Mortgage be altered thereby. In the event of the sale or transfer by operation of law or otherwise of all or any part of the Property, the Mortgagee, without notice to any person or corporation, is hereby authorized and empowered to deal with any such vendee or transferee with reference to the Property or the indebtedness secured hereby, or with reference to any of the terms or conditions hereof, as fully and to the same extent as it might deal with the original parties hereto and without in any way releasing or discharging any of the liabilities or undertakings hereunder.

2.16 Discontinuance of Proceedings - Position of Parties Restored. In case the Mortgagee shall have proceeded to enforce any right or remedy under this Mortgage by foreclosure, entry or otherwise, and such proceedings shall have been discontinued or abandoned for any reason, or shall have been determined adversely to the Mortgagee, then and in every such case, the Mortgagor and the Mortgagee shall be restored to their former positions and rights hereunder, and all rights, powers and remedies of the Mortgagee shall continue as if no such proceeding had been taken.

2.17 Remedies Cumulative. No right, power or remedy conferred upon or reserved by the Mortgagee by this Mortgage is intended to be exclusive of any other right, power or remedy, but each and every such right, power and remedy shall be cumulative and current and shall be in addition to any other right, power and remedy given hereunder or now or hereafter existing at law or in equity or by statute.

2.18 Subrogation. The Mortgagee hereby are subrogated to the claims and liens of all parties whose claims or liens are discharged or paid with the proceeds of the indebtedness secured by this Mortgage.

2.19 Abstract. The abstract of title covering the encumbered property shall belong to and remain in the possession of the Mortgagee during the lien of this Mortgage.

ARTICLE THREE
MISCELLANEOUS PROVISIONS

3.1 No Transfer or Further Encumbrance.

(a) It is understood and agreed by Mortgagor that, as part of the inducement to Mortgagee to make the loan evidenced by the Note, Mortgagee has considered and relied on the credit worthiness and reliability of Mortgagor. Mortgagor acknowledges that the continuous ownership of the Property by Mortgagor is of material importance to the Mortgagee and, in the event Mortgagor transfers title to any portion of the Property, or should the same be transferred by operation of law, then in such event the entire unpaid principal balance of the Note secured hereby shall immediately be due and payable forthwith as fully and completely

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as if said unpaid principal balance were originally stipulated to be paid on such date. Notwithstanding anything in the Note to the contrary, the term "transfers title" as used herein shall include, but shall not be limited to, the following: (i) the execution and delivery by Mortgagor of a deed of any nature whatsoever; (ii) the execution by Mortgagor of an agreement of sale and purchase, whereby the purchaser is placed in possession prior to closing; (iii) the execution by Mortgagor of an agreement for deed or an executory contract of sale whereby the purchaser is placed in possession prior to closing; (iv) the leasing of the Property in whole for more than two (2) years and, for the purpose of determining whether the lease is for more than two (2) years, any renewal periods at the option of the lessee shall be included; (v) if the Mortgagor is a corporation, or a limited partnership with the general partners being a corporation, a transfer of twenty-one percent (21%) or more of the issued and outstanding stock of the corporation, or in the event of an issuance of additional stock which, by the nature thereof, changes the respective proportionate holdings of the now existing shareholders so that the future shareholders controlling at least eighty percent (80%) of the then issued outstanding stock of Mortgagor will be other than the now existing shareholders who control eighty percent (80%) of the issued and outstanding stock of Mortgagor, either of such events shall be deemed a transfer of title; or (vi) if Mortgagor is a general partnership or limited partnership, the death, substitution or withdrawal of any general partner or the admission of additional general partners shall be deemed a transfer of title.

(b) Mortgagor shall not, without the consent in writing of the Mortgagee, further encumber by mortgage or otherwise any portion of the Property.

(c) If proceedings shall be instituted against the Property upon any other lien or claim, whether alleged to be superior or junior to the lien of this Mortgage and such action is not dismissed or bonded off within sixty (60) days after such proceeding is instituted, Mortgagee may, at its option, immediately thereafter declare this mortgage and the indebtedness secured hereby due and payable forthwith and may, at its option, proceed to enforce this Mortgage.

(d) Violation of the provisions of this section shall be deemed an Event of Default, and the rights and remedies of Mortgagee provided for in this Mortgage may be utilized by Mortgagee.

3.2 Future Advances. This Mortgage is given to secure not only the initial indebtedness **TWO HUNDRED TWENTY FIVE THOUSAND AND 00/100 DOLLARS (\$225,000.00)** of the Mortgagor to the Mortgagee evidenced by the Note secured hereby, but also such future advances up to Two Hundred percent (200%) of the original indebtedness as are made within twenty (20) years from date hereof, plus interest thereon, and any disbursements made by the Mortgagee for the payment of taxes, insurance or other liens on the property encumbered by this Mortgage, with interest on such disbursements, which advances shall be secured hereby to the same extent as if such future advances were made this date. The total amount of indebtedness secured hereby may increase or decrease from time to time. The provisions of this paragraph shall not be construed to imply any obligation on Mortgagee to make any future advances, it being the intent of the parties that any future advances shall be solely at the discretion and option of the Mortgagee. Any reference to "Note" in this Mortgage shall be construed to reference any future advances made pursuant to this paragraph.

3.3 Uniform Commercial Code. The parties agree that this Mortgage is a security agreement under the Uniform Commercial Code for the purpose of creating a lien on the personal property and fixtures described herein.

3.4 Modifications. It is understood and agreed that the Mortgagee may at any time, without notice to any person, grant to the Mortgagor any modification of any kind or nature whatsoever, or allow any change or changes, substitution or substitutions of any of the property described in this Mortgage or any other collateral which may be held by the Mortgagee without in any manner affecting the liability of the Mortgagor, any endorsers or guarantors of the indebtedness hereby secured or any other person for the payment of said indebtedness, together with interest and any other sums which may be due and payable to the Mortgagee, and also without in any manner affecting or impairing the lien of this Mortgage upon the remainder of the Property and other collateral which is not changed or substituted; and it is also understood and agreed that the Mortgagee may at any time, without notice to any person, release any portion of the property described in this Mortgage or any other collateral, or any portion of any other collateral which may be held as security for the payment of the indebtedness hereby secured, either with or without any consideration of such release or releases, without in any manner affecting the liability of the Mortgagor, all endorsers or guarantors, if any, and all other persons who are or shall be liable for the payment of said indebtedness, and without affecting, disturbing or impairing in any manner whatsoever the validity and priority of the lien of this Mortgage for the full amount of the indebtedness remaining unpaid, together with all interest and advances which shall become payable, upon the entire remainder of the Property which is unreleased, and without in any manner affecting or impairing to any extent whatsoever any and all other collateral security which may be held by the Mortgagee. It is distinctly understood and agreed by the Mortgagor and the Mortgagee that any release or releases may be made by the Mortgagee without the consent or approval of any other person or persons whomsoever.

3.5 Leasing Commissions. Mortgagor covenants that every agreement to pay leasing commissions with respect to the leasing of space in the Property, or any part thereof, are and shall be subject, subordinate and inferior to the right of Mortgagee, so that a foreclosure sale or by other means Mortgagee will be exonerated and discharged from all liabilities for the payment of any such commissions or compensations.

3.6 Commitment Letter Incorporated. Mortgagor agrees that it will fully perform, comply with and abide by each and every one of the terms, covenants and agreement contained and set forth in the certain Mortgage Loan Commitment by and between the parties hereto, dated not applicable relating to this Mortgage Loan, executed copies of which are in the possession of the Mortgagor and Mortgagee. Any default under or breach by Mortgagor of said Mortgage Loan Commitment and amendments thereto, if any, or other loan documents beyond any applicable grace period shall, at the option of the Mortgagee, be an Event of Default under the terms of this Mortgage. In the event of a conflict between this Mortgage, the Note or other Loan Documents (collectively, the "Loan Documents") and the Commitment Letter, the Loan Documents shall prevail.

3.7 Financial Statements. Mortgagor agrees to deliver annually to the Mortgagee Financial Statements of the Mortgagor and Guarantor within one hundred twenty (120) days of the close of the fiscal period and within thirty (30) days of the latest available financial statement after written request of Mortgagee. Mortgagor acknowledges and agrees that this provision is a material consideration for the granting of this Mortgage, and that if the Mortgagor, and all Guarantors, co-makers and endorsers fail or refuse to deliver such Financial Statements within thirty (30) days of written notice from the Mortgagee to said respective parties, such failure to deliver such Financial Statements shall be considered an Event of Default, and the Mortgagee may, at its option, elect to accelerate the remaining unpaid principal balance due and payable on the Note, together with all accrued interest, as if the Mortgagor had defaulted in any payment due and payable under the terms of the Note. The form of the Financial Statements shall be subject to reasonable approval by Mortgagee and shall include such supplemental schedules as Mortgagee may reasonably require.

3.8 Maximum Rate of Interest. Nothing herein contained, nor in the Note secured hereby or any instrument or transaction related thereto, shall be construed or so operate as to require the Mortgagor, Maker, or any person liable for the payment of the loan

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made pursuant to said Note, to pay interest and/or any other payments which are deemed interest in an amount or at a rate greater than the maximum allowed by law. Should any interest or other charges in the nature of the interest paid by the Mortgagor, Maker or any parties liable for the payment of the loan made pursuant to said Note result in the computation or earning of interest in excess of the maximum rate of interest allowed by applicable law, then any and all such excess shall be and the same is hereby waived by the holder hereof, and all such excess shall be automatically credited against and in reduction of the principal balance, and any portion of said excess which exceeds the principal balance shall be paid by the holder hereof to the Mortgagor, Maker or any parties liable for the payment of the loan made pursuant to said Note, it being the intent of the parties hereto that under no circumstances shall the Mortgagor, Maker or any parties liable for the payment of the loan hereunder be required to pay interest in excess of the maximum rate allowed by law.

3.9 Default Rate. The Default Rate of interest shall be applicable subsequent to an Event of Default as defined in paragraph 2.1 and where elsewhere provided for in this Mortgage. The Default Rate shall be the maximum interest rate per annum permissible under Florida law, or federal law in the event federal law pre-empts Florida law or is otherwise applicable. In the event, and only in the event, that there is no applicable maximum rate or said rate is otherwise undeterminable, the parties agree that the Default Rate for this Mortgage shall be eighteen percent (18%) per annum.

3.10 Time is of the Essence. It is specifically agreed that time is of the essence of this Mortgage, and that no waiver of any obligation hereunder or of the obligation secured hereby shall at any time thereafter be held to be a waiver of the terms hereof or of the instrument secured hereby.

3.11 Attorneys' Fees and Expenses. Wherever provision is made herein for payment for reasonable attorneys' or counsels' fees or expenses incurred by the Mortgagee, said provision shall include, but not be limited to, reasonable attorneys' or counsels' fees or expenses incurred in any and all judicial, bankruptcy, reorganization, administrative, or other proceedings, including appellate proceedings, whether such proceedings arise before or after entry of a final judgment.

3.12 Florida Contract. This Mortgage is made by Mortgagor and accepted by Mortgagee in the State of Florida, with reference to the laws of such state, and shall be construed, interpreted, enforced and governed by and in accordance with such laws (excluding the principles thereof governing conflicts of law), and federal law, in the event (and only in the event) federal law preempts state law.

3.13 Successors. Assigns Included in Parties. Whenever in this Mortgage one of the parties hereto is named or referred to, the successors and assigns of such party shall be included and all covenants and agreements contained in this Mortgage by or on behalf of the Mortgagor or by or on behalf of Mortgagee shall bind and inure to the benefit of their respective successors and assigns, whether so expressed or not. Whenever the singular or plural number, masculine or feminine or neuter gender is used herein, it shall equally include the other.

3.14 Notice. All notices and demands given or required to be given by any party hereto to any other party shall be in writing and shall be deemed to have been properly given if and when delivered in person, sent by telex, telegram or telecopier or delivery by same day or overnight courier service, or three (3) business days after having been deposited in any post office, branch post office, or mail depository maintained by the U.S. postal service and sent by registered or certified mail, return receipt requested, postage prepaid, and addressed to the party as shown on page one of this mortgage, (or sent to such other address as any party shall specify to the other party pursuant to the provisions of this section).

3.15 Headings. The headings of the articles, sections, paragraphs and subdivisions of this Mortgage are for convenience of reference only, and are not to be considered a part hereof, and as such shall not limit or otherwise affect any of the terms hereof.

3.16 Invalid Provisions to Affect No Others. In case any one or more of the covenants, agreements, terms or provisions contained in this Mortgage or in the Note shall be invalid, illegal or unenforceable in any respect, the validity of the remaining covenants, agreements, terms or provisions contained herein and in the Note shall be in no way affected, prejudiced or disturbed thereby.

3.17 Hazardous and Toxic Wastes. Mortgagor warrants and represents to and covenants with Mortgagee that:

(a) The Property is not presently being used, and will not in the future during the term of this Mortgage, or the Note it secures, be used for the generation, release, treatment, discharge, emission, handling, storage, transportation, or disposal of Hazardous or Toxic Materials (as hereinafter defined) and, to the best of Mortgagor's knowledge, has not been used in the past for such use.

(b) Mortgagor hereby indemnifies, and agrees to defend and save and hold Mortgagee harmless from and against any and all losses, liabilities (including, without limitation, strict liability), obligations, damages, injuries, defenses, charges, penalties, interest, expenses, fees (including attorneys' fees at all administrative and judicial hearings, trials and appellate levels), costs (including, without limitation, costs of any settlement), judgments, claims and demands of any and every kind whatsoever paid, incurred or suffered by, or asserted against, Mortgagee by any person or entity or governmental agency or body for, with respect to, related to, arising out of, or as a direct or indirect result of, the past, present or future use, generation, release, treatment, discharge, emission, escape, seepage, leakage, spillage, handling, storage, transportation, disposal, clean-up or presence at, on or under the Property or adjacent property, or to the soil, air or to surface or ground water thereat, of any Hazardous or Toxic Materials including, without limitation, any losses, liabilities, damages, obligations, injuries, defenses, charges, penalties, interest, expenses, fees (including attorneys' fees at all administrative and judicial hearings, trials and appellate levels), costs (including, without limitation, costs of any settlement), judgments, claims and demands asserted or arising under the Comprehensive Environmental Response, Compensation and Liability Act, or under any federal, state or local so-called "Superfund" or "Superlien", or other laws, statutes, ordinances, codes, rules, regulations, orders or decrees regulating, with respect to, or imposing liability (including, without limitation, strict liability) with respect to, or standards of conduct concerning, any Hazardous or Toxic Materials regardless of whether or not within the control of Mortgagee. The lien of this Mortgage secures the foregoing indemnity and any liability of Mortgagor under this Paragraph 3.17. Nevertheless, the indemnification described in this Paragraph 3.17 shall survive the full payment and performance of the Note and this Mortgage, the release of the Property and satisfaction of this Mortgage.

(c) Mortgagee, at its sole option, may obtain, at Mortgagor's expense, periodically (but not more frequently than annually unless an Environmental Complaint is then outstanding) an environmental audit or environmental risk assessment prepared by an independent engineer or other qualified environmental consultant of the Mortgagee's choice, which evaluates (i) whether any Hazardous or Toxic Materials are present in the soil or surface or ground water at the Property, or in the soil or surface or ground water adjacent to the Property, in quantities that would violate applicable federal, state or local laws or requirements, (ii) whether any Hazardous or Toxic Materials have previously been released, intentionally or unintentionally, to the soil or to surface or ground water at the site of the Property, (iii) whether Hazardous or Toxic Materials are now or have been previously used, generated, released, treated, discharged, emitted, escaped, seeped, leaked, spilled, handled, stored, transported or disposed of at the Property, and (iv)

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whether activities presently being conducted at the Property are in compliance with all applicable federal, state or local environmental regulations. The environmental audit shall be based upon sampling of the soil, air, waters, visual inspection, and such other methods as shall be appropriate. All sampling shall be conducted using accepted and scientifically valid technology and methodologies. The consultant shall prepare a written report detailing its findings and conclusions.

Mortgagor agrees that, in the event Mortgagee requests an audit, and said audit indicates such past or present use, generation, release, treatment, discharge, emission, escape, seepage, leakage, spillage, handling, storage, transportation, disposal, clean-up or presence, Mortgagee may, in its sole discretion, require Mortgagor to take all steps necessary to further define the nature of the Hazardous or Toxic Materials, any risks related to or resulting therefrom, and possible remedial measures; and thereafter may also require that all violations of law with respect to Hazardous or Toxic Materials be corrected by Mortgagor and that Mortgagor obtain all necessary environmental permits and approvals associated therewith. Until all such permits and approvals so required are received by Mortgagee, Mortgagee shall have the absolute right not to fund any undisbursed proceeds of the loan.

(d) For the purposes of this Mortgage, "Hazardous or Toxic Materials" includes, but is not limited to, (i) materials defined as "Hazardous Waste" under the Federal Resource Conservation and Recovery Act and similar state laws, and (ii) "hazardous substances" as identified under the Federal Comprehensive Environmental Response, Compensation and Liability Act and, especially, in CERCLA Section 101(14), and as set forth in Title 40, Code of Federal Regulations, Part 302, and (iii) those elements or compounds which are contained in the list of hazardous substances adopted by the United States Environmental Protection Agency (EPA) and the list of toxic pollutants designated by Congress or the EPA or defined by any other federal, state or local statute, law, ordinance, code, rule, regulation, order or decree regulating, relating to, or imposing liability or standards of conduct concerning any hazardous, toxic, polluting or dangerous waste, substance or material, as such lists are now or at any time hereafter may be in effect, and (iv) asbestos, and (v) radon, and (vi) polychlorinated biphenyls, and (vii) petroleum products, and (viii) solid, semi-solid, liquid or gaseous materials, substances or waste which are toxic, polluting, flammable, volatile, noxious, irritating, corrosive, radioactive, carcinogenic, contagious or otherwise dangerous, hazardous, harmful or deleterious to human, plant or animal health or well being, and (ix) such other toxic or hazardous materials, substances or waste as are identified or regulated now or hereafter under any applicable federal, state or local law.

(e) If Mortgagor receives any notice of (i) the happening of any material event involving the use, generation, release, treatment, discharge, emission, escape, seepage, leakage, spillage, handling, storage, transportation, disposal or clean-up of any Hazardous or Toxic materials on or at the site of the Mortgaged Property or adjacent thereto, or in connection with Mortgagor's operations thereon, or (ii) any complaint, order, citation or notice with regard to air emissions, water discharges, or any other environmental, health or safety matter affecting Mortgagor or the Mortgaged Property (an "Environmental Complaint") from any person or entity (including, without limitation, the EPA), then Mortgagor shall immediately notify Mortgagee orally and in writing of said notice.

(f) Mortgagee shall have the right, but not the obligation, and without limitation of Mortgagee's rights under this Mortgage, to enter onto the Property or to take such other actions as it deems necessary or advisable to clean up, remove, resolve or minimize the impact of, or otherwise deal with, any such Hazardous or Toxic Materials or Environmental Complaint following receipt of any notice from any person or entity (including, without limitation, the EPA) asserting the existence of any Hazardous or Toxic Materials or an Environmental Complaint pertaining to the Property or any part thereof which, if true, could result in an order, suit or other action against Mortgagor and/or which, in the sole opinion of Mortgagee, could jeopardize Mortgagee's security under this Mortgage.

(g) All costs and expenses incurred by Mortgagee in the exercise of all rights contained in this Paragraph 3.17 shall be secured by this Mortgage and shall be payable by Mortgagor upon demand, or charged to Mortgagor's loan balance at the sole discretion of Mortgagee.

(h) Any breach of any warranty, representation, covenant or agreement contained in this Paragraph 3.17 shall be an Event of default hereunder and shall entitle Mortgagee to exercise any and all remedies provided in this Mortgage, or otherwise permitted by law.

3.18 Guarantors. As part of the inducement to the Mortgagee to make the loan evidenced by the obligations secured hereby, the Mortgagor has caused certain other persons to enter into an irrevocable and unconditional guaranty of payment of any and all indebtedness due Mortgagee and an unconditional guaranty of completion of construction, and the Mortgagor covenants and agrees that such persons shall fully perform, comply with and abide by such continuing and unconditional guaranty. It is further understood and agreed by the Mortgagor that such representations and agreements by such other persons shall constitute, for the purpose of its obligations hereunder, covenants on behalf of the Mortgagor.

3.19 Completion of Construction.

(a) Mortgagor covenants and agrees that, in the event it shall fail to complete the construction and furnishing of the improvements to be erected on the Property substantially in accordance with the plans and specifications submitted to and approved by Mortgagee, or if work on the construction shall cease before completion and shall remain abandoned for a period of ninety (90) days, then, at the option of the Mortgagee, the entire outstanding principal balance of the Note, as secured by this Mortgage, shall become due and payable, together with all accrued interest thereunder.

(b) In the event of abandonment of work upon the construction of the improvements to be erected on the Property for a period of ninety (90) days, the Mortgagee may, at its option, enter into and upon the Property to complete the construction of the improvements. Mortgagor hereby grants to Mortgagee full power and authority to make such entry and to enter into any contracts or arrangements that may be considered necessary by Mortgagee to complete the Improvements. Any sums expended by Mortgagee in connection with such completion shall be added to the principal balance of the Note, and shall be secured by this Mortgage and shall be payable by Mortgagor on demand to Mortgagee with interest at the rate specified in the Note.

3.20 Waiver of Jury Trial. Mortgagor and Mortgagee hereby knowingly, voluntarily and intentionally waive the right either may have to a trial by jury in respect to any litigation based hereunder, or arising out of, or in connection with this Mortgage or any document executed in connection herewith, or any course of conduct, course of dealing, statements (whether verbal or written), or actions or either the Mortgagor or the Mortgagee. This provision is a material inducement to the Mortgagee extending credit to Mortgagor.

3.21 Construction Loan References. In the event this is not a Construction Loan, all references to Construction Loan Agreement shall be deleted.

3.22 The above property is not homestead property. The above property is not homestead property of Mortgagor under the Laws and Constitution of the State of Florida in that neither Mortgagor nor any member of Mortgagor's household resides at the Following residence: **701 NW 33 Avenue, Fort Lauderdale, FL 33311**

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3.23 Conveyance. A conveyance, transfer or exchange of the subject property without the express written consent of the Mortgagee shall entitle the Mortgagee, at its option, to declare immediately due and payable the entire unpaid principle balance of the mortgage note hereby secured, anything contained herein or in said mortgage note to the contrary notwithstanding.

THIS IS A BALLOON MORTGAGE AND THE FINAL PRINCIPAL PAYMENT OR THE PRINCIPAL BALANCE DUE UPON MATURITY IS \$225,000.00, TOGETHER WITH ACCRUED INTEREST, IF ANY, AND ALL ADVANCES MADE BY THE MORTGAGEE UNDER THE TERMS OF THIS MORTGAGE.

Signed, sealed read and delivered
in the presence of:

Shelly Belardi
(Shelly Belardi), Witness

By: Glenn Bryan
Glenn Bryan, A Single Man

By: Kevin Eutsey
Kevin Eutsey, A Married Man

Anetta Gani
Anetta Gani, Witness

THE PURPOSE AND INTENT OF THIS MORTGAGE ALSO BEING SIGNED BY KEVIN EUTSEY IS TO CONFIRM THAT THE CROSS COLLATERALIZED PROPERTIES LISTED ON THIS MORTGAGE ARE ALSO BEING ENCUMBERED WITH THIS MORTGAGE.

State of Florida
County of Broward

THE FOREGOING INSTRUMENT was acknowledged before me this 28th September, 2006 Glenn Bryan, A Single Man and Kevin Eutsey, A Married Man who is personally known to me OR has produced his FLORIDA DRIVERS LICENSE as identification.

NAME: Vincent Moyer
Notary Public, State of Florida

Commission # DD 429773
My Commission expires: 9/15/09



VINCENT MOYER
MY COMMISSION # DD 429773
EXPIRES: September 15, 2009
Bonded Thru Budget Notary Services

EXHIBIT "A" 701 NW 33 AVENUE., FT. LAUDERDALE, FL 33311

Parcel 1: 701 NW 33 AVE.

Lot 16, Block 31, of Browardale Second Addition, according to the Plat thereof as recorded in Plat Book 47, at Page 23, of the Public Records of Broward County, Florida.

Parcel 2: 2814 NW 8 ST.

Lot 29, Block 22, of WASHINGTON PARK THIRD ADDITION, according to the Plat thereof, recorded in Plat Book 21, Page 43 of the Public Records of Broward County, Florida.

Parcel 3: 1025 NW 5 CT.

Lot 10, Block 2, of TUSKEGEE PARK, according to the Plat thereof, recorded in Plat Book 3, Page 9 of the Public Records of Broward County, Florida.

Parcel 4: 2807 NW 9 ST.

Lot 13, Block 3, of WASHINGTON PARK FIRST ADDITION, according to the Plat thereof, recorded in Plat Book 19, Page 32 of the Public Records of Broward County, Florida.

Parcel 5: 4123 NW 79 Ave.

A portion of: Tract 13: of the Plat of SPRINGTREE, as recorded in Plat Book 75, Page 49 of the Public Records of Broward County, Florida said lands lying and being in Broward County, Florida being more particularly described as follows: Commencing at the Eastern most corner of said "Tract", said point also lying on the Westerly right-of-way of University Dr: Thence North 50°17'19" West a distance of 725.38 feet, thence North 89°5'21" West along the North line of said "Tract 13" a distance of 224.77 feet, thence South 0°54'39" West a distance of 26 feet, thence North 89°5'21" West a distance of 80 feet, thence North 0°54'39" East a distance of 26 feet, thence South 89°5'21" East a distance of 80 feet to the Point of Beginning and containing 0.048 acres more or less.

Parcel 6: 145 NW 30 Ave.

The East ½ of the South ½ of the North 2/5 of the Southeast ¼ of the Southwest ¼ of Section 33, Township 48 South, Range 42 East, less the East 25 feet thereof, said property lying and being in Broward County, Florida a/k/a Tract 32 of Collier City Lots.

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Prepared by and Return to:
EquityLink Inc.
220 North State Road 7
Hollywood FL 33021-6303

ASSIGNMENT OF MORTGAGE

KNOW ALL MEN BY THESE PRESENTS,

THAT EquityLink, Inc. a corporation organized and existing under the laws of State of Florida, parties of the first part, in consideration of the sum of TEN (\$10.00) DOLLARS, and other valuable considerations, received from or on behalf of **Fiserv ISS & Co, FBO William Fleischer, of PO Box 173785, Denver CO 80217 3785**, with full power to protect, conserve and sell, or to lease or to encumber, or otherwise to manage and dispose of the real property described herein, parties of the second part, at or before the ensembling and delivery of these presents, the receipt whereof is hereby acknowledged, do hereby grant, bargain, sell, assign, transfer and set over unto the said parties of the second part that certain Mortgage made by Glenn Bryan, a single man, in favor of EquityLink, Inc. Dated September 28, 2006 and recorded in Official Records Book 12462, Page 740, Public Records of Broward County, Florida, upon the following described piece or parcel of land, situate and being in said County and State, to-wit:

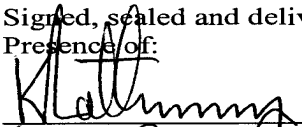
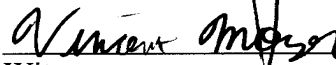
SEE ATTACHED EXHIBIT 'A' FOR LEGAL DESCRIPTIONS AND CROSS
COLLATERALIZED PROPERTIES

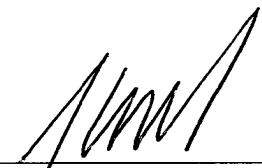
Street Address: 701 NW 33 Avenue, Fort Lauderdale FL 33311

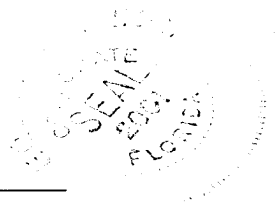
Together with the Note or obligation described in said Mortgage, and the moneys due and to become due thereon, with interest from October 17, 2006.
TO HAVE AND TO HOLD the same unto the said parties of the second part, their heirs, legal representatives, successors and assigns forever.

IN WITNESS WHEREOF, We have hereunto set our hands and seals, this 17th day of October, 2006.

Signed, sealed and delivered in
Presence of:

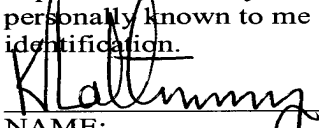

K. Ratteray
Witness

Vincent Meyer
Witness


James G. Villarroel, President
EquityLink, Inc a Florida Corp.



STATE OF FLORIDA }
} SS,:
COUNTY OF BROWARD }

THE FOREGOING INSTRUMENT was acknowledged before me this 17th day of ~~September~~ ^{October} 2006 by James G. Villarroel, President of EquityLink, Inc., who are personally known to me OR have produced their FLORIDA DRIVERS LICENSE as identification.


NAME:
Notary Public, State of Florida
Commission#
My commission expires:



K. Ratteray
Commission #DD300320
Expires: Mar 26, 2008
Bonded Through
Atlantic Bonding Co., Inc.

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Parcel 6: 145 NW 30 Ave.

The East ½ of the South ½ of the North 2/5 of the Southeast ¼ of the Southwest ¼ of Section 33, Township 48 South, Range 42 East, less the East 25 feet thereof, said property lying and being in Broward County, Florida a/k/a Tract 32 of Collier City Lots.

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Prepared by: William Fleischer
Return to: William Fleischer
701 NW 108th Ave.
Plantation, FL 33324

PARTIAL ASSIGNMENT OF MORTGAGE

Know All Men By These Presents:

That **Fiserv ISS & Co. Custodian, FBO William Fleischer**, party of the first part, in consideration of the sum of Ten and no/100 Dollars (\$10.00) and other good and valuable considerations, received from or on behalf of **Equity Trust Company, Custodian, FBO William Fleischer**, party of the second part, at or before the ensembling and delivery of these presents, the receipt whereof is hereby acknowledged, do hereby grant, bargain, sell, assign, transfer and set over unto the said party of the second part a certain mortgage bearing date the 28th day of September A.D. 2006 made by **Glenn Bryan**, a single man, in favor of **EquityLink, Inc.** and recorded October 18, 2006 in Official Records Book 42962, page 740, Public Records of Broward County, Florida, upon the following described piece or parcel of land, situate and being in said County and State, to-wit:

SEE ATTACHED EXHIBIT "A" FOR LEGAL DESCRIPTIONS AND CROSS-COLLATERALIZED PROPERTIES

Street Address: 701 NW 33rd Avenue, Fort Lauderdale, FL 33311

Together with the note or obligations described in said Mortgage, which note is hereby assigned unto the party of the second part without recourse, and the monies due or to become due thereon, with interest as provided therein..

TO HAVE AND TO HOLD the same unto the said party of the second part, its/his heirs, legal representatives, successors and assigns forever.

IN WITNESS WHEREOF, We have herunto set our hands and seals this 25th day of MARCH, A.D., 2008.

Signed, sealed and delivered in the presence of:

Witness Dawn A. Fritz
Print Name: Dawn A. Fritz

Witness: Vang Lee
Print Name: Vang Lee

By: Angela Bauman L.S.
Fiserv ISS & Co., FBO William Fleischer
Print Name Angela Bauman
717 17th St., Ste.#1700, Denver Co. 80202

STATE OF COLORADO

COUNTY OF DENVER I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid, to take acknowledgments, personally appeared ANGELA BAUMAN a representative of Fiserv ISS & Co, Custodian FBO William Fleischer, to me known to be the person described in and who executed the foregoing instrument and acknowledged before me that he/she executed the same. A Colorado driver's license was produced as proof of identity and an oath was not taken. WITNESS my hand and official seal in the County and State last aforesaid this 25th day of MARCH, A.D., 2008

Catherine Wootton Notary:
My Commission expires: 11-27-2010

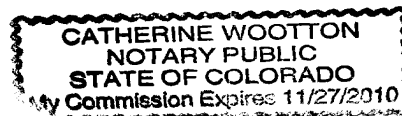


EXHIBIT "A" 701 NW 33 AVENUE., FT. LAUDERDALE, FL 33311

Parcel 1: 701 NW 33 AVE.

Lot 16, Block 31, of Browardale Second Addition, according to the Plat thereof as recorded in Plat Book 47, at Page 23, of the Public Records of Broward County, Florida.

Parcel 2: 2814 NW 8 ST.

Lot 29, Block 22, of WASHINGTON PARK THIRD ADDITION, according to the Plat thereof, recorded in Plat Book 21, Page 43 of the Public Records of Broward County, Florida.

Parcel 3: 1025 NW 5 CT.

Lot 10, Block 2, of TUSKEGEE PARK, according to the Plat thereof, recorded in Plat Book 3, Page 9 of the Public Records of Broward County, Florida.

Parcel 4: 2807 NW 9 ST.

Lot 13, Block 3, of WASHINGTON PARK FIRST ADDITION, according to the Plat thereof, recorded in Plat Book 19, Page 32 of the Public Records of Broward County, Florida.

Parcel 5: 4123 NW 79 Ave.

A portion of: Tract 13: of the Plat of SPRINGTREE, as recorded in Plat Book 75, Page 49 of the Public Records of Broward County, Florida said lands lying and being in Broward County, Florida being more particularly described as follows: Commencing at the Eastern most corner of said "Tract", said point also lying on the Westerly right-of-way of University Dr: Thence North 50°17'19" West a distance of 725.38 feet, thence North 89°5'21" West along the North line of said "Tract 13" a distance of 224.77 feet, thence South 0°54'39" West a distance of 26 feet, thence North 89°5'21" West a distance of 80 feet, thence North 0°54'39" East a distance of 26 feet, thence South 89°5'21" East a distance of 80 feet to the Point of Beginning and containing 0.048 acres more or less.

Parcel 6: 145 NW 30 Ave.

The East ½ of the South ½ of the North 2/5 of the Southeast ¼ of the Southwest ¼ of Section 33, Township 48 South, Range 42 East, less the East 25 feet thereof, said property lying and being in Broward County, Florida a/k/a Tract 32 of Collier City Lots.

Parcel 7:

Lots 1, Block 1, BOULEVARD WOODS EAST, according to the plat thereof filed among the Public Records of Broward County, Florida at Plat Book 108, Page 19.

Parcel 8:

The condominium Parcel known as Unit 16 of WIMBLEDON TOWNHOUSE CONDOMINIUM II-16, according to the Declaration of Condominium thereof, recorded in Official Records Book 5507, Page 728, of the Public Records of Broward County, Florida.

09/29/2008 03:00 9544238619

FLEISCHER

PAGE 10

Prepared by: William Fleischer
Return to: William Fleischer
701 NW 108th Ave.
Plantation, FL 33324

PARTIAL ASSIGNMENT OF MORTGAGE

Know All Men By These Presents:

That of Equity Trust Company, Custodian, FBO William Fleischer IRA party of the first part, in consideration of the sum of Ten and no/100 Dollars (\$10.00) and other good and valuable considerations, received from or on behalf of EquityLink, Inc., a Florida corporation, party of the second part, at or before the ensembling and delivery of these presents, the receipt whereof is hereby acknowledged, do hereby grant, bargain, sell, assign, transfer and set over unto the said party of the second part a certain mortgage bearing date the 28th day of September A.D. 2006 made by Glenn Bryan, a single man, in favor of EquityLink, Inc. and recorded October 18, 2006 in Official Records Book 42962, page 740, Public Records of Broward County, Florida, upon the following described piece or parcel of land, situate and being in said County and State, to-wit:

SEE ATTACHED EXHIBIT "A" FOR LEGAL DESCRIPTIONS AND CROSS-COLLATERALIZED PROPERTIES

Street Address: 701 NW 33rd Avenue, Fort Lauderdale, FL 33311

This Assignment assigns \$82,265.00 of a \$179,000.00 mortgage.

Together with the note or obligations described in said Mortgage, which note is hereby assigned unto the party of the second part without recourse, and the monies due or to become due thereon, with interest as provided therein..

TO HAVE AND TO HOLD the same unto the said party of the second part, its/his heirs, legal representatives, successors and assigns forever.

IN WITNESS WHEREOF, We have herunto set our hands and seals this 30th day of Sept, A.D., 2008.

Signed, sealed and delivered in the presence of:

Witness: Kristi Heverner
Print Name: KRISTI HEVERNER

Witness: Peter Cannon
Print Name: PETER CANNON

Equity Trust Co., Cust., FBO William Fleischer IRA
Print Name: Leonard J. Gibel

225 Burns Rd., Elyria, OH 44035

Leonard J. Gibel

STATE OF OHIO

COUNTY OF LORAIN I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid, to take acknowledgments, personally appeared Leonard Gibel a representative of Equity Trust Co., Cust., FBO William Fleischer IRA, to me known to be the person described in and who executed the foregoing instrument and acknowledged before me that he/she executed the same. An Ohio driver's license was produced as proof of identity and an oath was not taken. WITNESS my hand and official seal in the County and State last aforesaid this 30th day of Sept, A.D., 2008

Allison Woodward
My Commission expires: 10-01-12 Notary:



ALLISON WOODWARD
Notary Public, State of Ohio
My Commission expires
October 1, 2012

09/29/2008 03:00 9544238619

FLEISCHER

PAGE 11

EXHIBIT "A" 701 NW 33 AVENUE., FT. LAUDERDALE, FL 33311**Parcel 1: 701 NW 33 AVE.**

Lot 16, Block 31, of Browardale Second Addition, according to the Plat thereof as recorded in Plat Book 47, at Page 23, of the Public Records of Broward County, Florida.

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Parcel 6: 145 NW 30 Ave.

The East ½ of the South ½ of the North 2/5 of the Southeast ¼ of the Southwest ¼ of Section 33, Township 48 South, Range 42 East, less the East 25 feet thereof, said property lying and being in Broward County, Florida a/k/a Tract 32 of Collier City Lots.

Prepared by:
Kaney L. Ratteray, Notary of Public
Equity Link, Inc
220 North State Road 7
Hollywood FL 33021-6303

Return to: **Joseph P. Campi 4320 Intracoastal Drive, Highland Beach, FL 33487**

PARTIAL ASSIGNMENT OF MORTGAGE

KNOW ALL MEN BY THESE PRESENTS,

THAT **EquityLink, Inc, A Florida Corporation** organized and existing under the laws of State of Florida, party of the first part, in consideration of the sum of TEN (\$10.00) DOLLARS, and other good and valuable consideration, received from or on behalf of **Joseph P. Campi, Trustee of the Joseph P. Campi Revocable Living Trust dated July 3rd, 1986** with full power to protect, conserve and sell, or to lease, or to encumber, or otherwise to manage and dispose of the real property described herein, parties of the second part, at or before the ensealing and delivery of these presents, the receipt whereof is hereby acknowledged, do hereby grant, bargain, sell, assign, transfer and set over unto the said parties of the second part that certain Mortgage made by Glenn Bryan, a single man, in favor of **EquityLink, Inc, a Florida Corporation** dated October 18, 2006 and recorded in Official Records **Book 42962 at Page 740**, Public Records of **Broward County, Florida**, upon the following described piece or parcel of land, situate and being in said County and State, to-wit:

Street Address: **701 NW 33rd Avenue, Fort Lauderdale, FL 33311**

LOT 16, BLOCK 31, OF BROWARDALE SECOND ADDITION, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 47, AT PAGE 23, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA

This assignment partially assigns \$127,000.00 dollars of a \$216,500.00 mortgage.

Together with the Note or obligation described in said Mortgage, and the moneys due and to become due thereon, with interest from **February 1st, 2011**.

TO HAVE AND TO HOLD the same unto the said parties of the second part, their heirs, legal representatives, successors and assigns forever.

IN WITNESS WHEREOF, We have hereunto set our hands and seals, this 29th day of July, 2011

Signed, sealed and delivered in

Presence of:


Witness Kaney L. Ratteray

Equity
Link 


James G. Villarroel, President

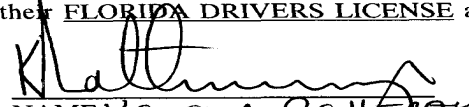
Witness
STATE OF FLORIDA }

COUNTY OF BROWARD }

THE FOREGOING INSTRUMENT was acknowledged before me this 29th day of July, 2011 by James G. Villarroel, President of EquityLink, Inc. A Florida Corporation and, who is/are personally known to me OR has/have produced their FLORIDA DRIVERS LICENSE as identification.



NOTARY PUBLIC-STATE OF FLORIDA
Kaney L. Ratteray
Commission #DD755601
Expires: MAR 26, 2012
BONDED THRU ATLANTIC BONDING CO., INC.


NAME: Kaney L. Ratteray
Notary Public, State of Florida
Commission#
My commission expires:

2
This instrument prepared by:
Kaney L. Ratteray, Notary of Public
Equity Link, Inc
220 N. State Road 7
Hollywood, FL 33021
Return to: Equity Trust Company – 701 NW 108 Avenue, Plantation, FL 33324

THIS IS A BALLOON MORTGAGE AND THE FINAL PRINCIPAL PAYMENT OR THE PRINCIPAL BALANCE DUE UPON MATURITY IS \$89,500.00 TOGETHER WITH ACCRUED INTEREST, IF ANY, AND ALL ADVANCEMENTS MADE BY THE MORTGAGEE UNDER THE TERMS OF THIS MORTGAGE.

MORTGAGE MODIFICATION AGREEMENT

THIS AGREEMENT made this 7th day of March, 2011 by and between **Glenn Bryan, a single man**, (the "Mortgagor") who has an address of 7255 NW 54th Court, Lauderhill, FL 33319 and **Equity Trust Company, Cust., FBO William Fleischer IRA, 225 Burns Rd., Elyria Ohio 44035** (the "Mortgagee"), which term shall include the representatives, heirs and assigns of the said Mortgagee.

WITNESSETH:

WHEREAS, Mortgagor executed and delivered a certain Consolidated Mortgage Note in the original principal amount of **\$89,500.00** dated as of the date hereof unto Mortgagee, which Consolidated Mortgage Note replaced and Modified a certain Mortgage Note dated September 28, 2006, which Mortgage Note was secured by a certain Mortgage similarly dated and recorded in ORB 42962, Page 740, of the Public Records of Broward County, Florida (the "Mortgage") assigned to Equity Trust Company, Custodian FBO William Fleischer IRA, such Assignment of Mortgage being recorded on October 27, 2006, in ORB 43017 at Page 835 of the Public Records of Broward County, Florida, and further amended by a mortgage modification and Spreader Agreement recorded on December 27, 2007 in ORB 44942 at Page 413 and by Partial Assignments recorded in ORB/PAGE: 45232/267 & 45943/1363 encumbering the property (the "Property") described as follows:

LOT 16, BLOCK 31, OF BROWARDALE SECOND ADDITION, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 47, AT PAGE 23, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA

AKA: 701 NW 33rd Avenue, Fort Lauderdale, FL 33311


and;

WHEREAS, the parties, wish to execute and record this Agreement to give public notice of the Consolidated Mortgage Note in the amount of **\$89,500.00** payable in accordance with its terms, having a maturity date of December 31st, 2011, the same being secured by the Mortgage.

NOW THEREFORE, in consideration of the sum of TEN DOLLARS, the mutual covenants contained herein and other good and valuable consideration, the receipt of which is hereby acknowledged, IT IS AGREED AS FOLLOWS:

1. The foregoing recitals are true and correct being incorporated herein by reference as if fully set forth. Mortgagor hereby acknowledges the sum of **\$89,500.00** heretofore advanced from Mortgagee as a mortgage loan to be secured by and governed in all respects by the terms of the Mortgage and Consolidated Mortgage Note and all other loan documents relating thereto. The total principal amount secured by the Mortgage as of this date is **\$89,500.00**.
2. Mortgagor agrees that the lien of the Mortgage shall now extend to and secure the Consolidated Mortgage Note having a total indebtedness of **\$89,500.00**.

3. It is intended that this Mortgage Modification Agreement will not disturb the existing priorities. The parties to this Agreement intend that the Mortgage, as modified, will retain the same lien priority as the original Mortgage described above. It is further intended and agreed by the parties hereto that no part of said Mortgage is in any way altered, amended or changed, except as provided in this Agreement. The Mortgagor and Mortgagee do hereby reaffirm and revalidate the full force and effectiveness of the Mortgage, that this Agreement does not constitute a novation, and that the Consolidated Mortgage Note is a valid obligation of Mortgagor, enforceable in accordance with its terms, without any defense or offset. In the event of any conflict between the terms of this Modification and the Mortgage, the terms of this Modification shall prevail.
4. It is understood and agreed that the Mortgagee may at any time, without notice to any person, grant to the Mortgagor any modification of any kind or nature whatsoever, or allow any change of changes, substitution or substitutions of any of the property described in this Mortgage or any other collateral which may be held by the Mortgagee without in any manner affecting the liability of the Mortgagor, any endorser of the indebtedness, hereby secured or any other person for the payment of said indebtedness together with interest and any other sums which may be due and payable to the Mortgagee, and also without in any manner affecting or impairing the lien of this Mortgage upon the remainder of the property and other collateral which is not changed or substituted; and it is also understood and agreed that the Mortgagee may at any time, without notice to any person, release any portion of the property described in this Mortgage or any other collateral, or any property described in this Mortgage or any other collateral, or any portion of any other collateral which may be held as security for the payment of indebtedness hereby secured, either with or without any consideration for such release or releases, without in any manner be liable for the payment of said indebtedness, without affecting, disturbing or impairing in any manner whatsoever the validity and priority of the lien of this Mortgage for full amount of the indebtedness remaining unpaid, together with all interest and advances which shall become payable, upon the entire remainder of the mortgaged property which is unreleased, and without in any manner affecting or impairing to any extent whatsoever any and all other collateral security which may be held by the Mortgagee. It is distinctly understood and agreed by the Mortgagor and the Mortgagee that any release or releases may be made by the Mortgagee without the consent or approval of any other person or persons whomsoever.
5. As to any prior mortgage lien(s), Mortgagor shall monthly provide written evidence, as satisfactory to Mortgagee, of the timely payment of such prior mortgage lien(s). Mortgagor's failure to so satisfy the foregoing shall constitute an event of default under this Mortgage.
6. Upon satisfaction of this mortgage, the payoff funds must be paid only by wire or a local bank cashier's check. Whereupon the Mortgagee herein shall deliver to the Mortgagor a Satisfaction executed in recordable form, and return the original documents herein. The aforesaid Satisfaction shall be delivered by Lender only after clearance of payoff funds. The Mortgagor shall be responsible for recording the said Satisfaction in the county public records.
7. If the Mortgagee herein is acting as a trustee, then such Mortgagee-trustee shall have full power and authority to protect, conserve, satisfy, sell, lease, encumber or otherwise manage or dispose of the Property described herein as provided by FS 689.071.

Init. 

IN WITNESS WHEREOF, the parties have executed this Mortgage Modification Agreement as of the date first above written.

THIS IS A BALLOON MORTGAGE AND THE FINAL PRINCIPAL PAYMENT OR THE PRINCIPAL BALANCE DUE UPON MATURITY IS **\$89,500.00** -TOGETHER WITH ACCRUED INTEREST, IF ANY, AND ALL ADVANCEMENTS MADE BY THE MORTGAGEE UNDER THE TERMS OF THIS MORTGAGE.

WITNESSES:

(sign) [Signature]
print name: Kaney L. Ratteray

(sign) [Signature]
print name: Pamela Villalobos

MORTGAGORS:

[Signature]
Glenn Bryan, a single man

STATE OF FLORIDA)
COUNTY OF BROWARD)SS:

BEFORE ME, the undersigned authority, personally appeared Glenn Bryan, a single man, personally known to me and known by me to be the persons described in and who executed the foregoing mortgage or who produced Florida driver's licenses as identification and did not take an oath, and they acknowledged before me that they executed the same for the use and purposes in said instrument set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal this MARCH 7, 2011 in the County and State aforesaid.

My Commission Expires [Signature] (SEAL)
Kaney L. Ratteray
Commission # DD755601
Expires: MAR, 26, 2012
NOTARY PUBLIC
BROWARD COUNTY, FLORIDA
BONDED THRU ATLANTIC BONDING CO., INC.

WITNESSES:

(sign) [Signature]
print name: DAVID T. LANDEN

(sign) [Signature]
print name: RITA C. LAMBERT

MORTGAGEE

[Signature]
Equity Trust Co., Cust. FBO William Fleischer IRA
225 Burns Rd., Elyria Ohio 44035

STATE OF OHIO)
COUNTY OF LORAIN)SS:

BEFORE ME, the undersigned authority, personally appeared WILLIAM FLEISCHER for Equity Trust Co., Cust. FBO William Fleischer IRA, personally known to me and known by me to be the persons described in and who executed the foregoing mortgage or who produced Ohio driver's licenses as identification and did not take an oath, and they acknowledged before me that he/she executed the same for the use and purposes in said instrument set forth.

IN WITNESS WHEREOF, I have herunto set my hand and affixed my official seal this MARCH 24, 2011 in the County and State aforesaid.

My Commission Expires [Signature] (SEAL)
DAVID T. LANDEN
Notary Public - State of Florida
My Comm. Expires Feb 20, 2015
Commission # EE 64953
NOTARY PUBLIC

CONSOLIDATED MORTGAGE NOTE**\$89,500.00**Ft. Lauderdale, Florida
March 7th, 2011

FOR VALUE RECEIVED, **Glenn Bryan, a single man, personally, jointly and severally** promise to pay to the order of **Equity Trust Company, Custodian, FBO William Fleischer IRA**, the principal sum of **Eighty Nine Thousand Five Hundred Dollars and no/100 (\$89,500.00)** together with interest thereon at the rate of **Ten Percent (10%)** per annum from DATE until maturity, both principal and interest being payable in Lawful Money of the United States, such principal sum and interest payable in installments as follows:

1. Interest only at the specified rate shall be paid monthly based on the outstanding principal sum hereof, first payment commencing **March 1st, 2011**, and monthly thereafter (i.e., a monthly payment of **(\$745.83)**).

2. The entire principal balance and accrued interest thereon shall be due and payable on the 1st anniversary hereof.

There shall be a five day grace period applicable to all payments due hereunder. There shall be a ten per cent late charge assessed as to any late payments made hereunder. Such installment payments shall be applied first to the interest accruing under the terms of this note and then to a reduction of the principal indebtedness.

Prepayment Penalty: None

Any acceleration of payment of this indebtedness by the holder of this note, pursuant to the terms hereof or pursuant to the terms of the mortgage given to secure the same, shall be considered a prepayment of the indebtedness authorizing the holder, upon any such acceleration, and in addition to the balance of the principal and interest accrued thereon and all other amounts due under said note and mortgage, to the extent permitted by law, to recover an amount equal to the prepayment charge hereinabove provided, as if the indebtedness had been prepaid otherwise.

The makers and endorsers of this note further agree to waive demand, notice of non-payment and protest, and in the event suit shall be brought for the collection hereof, or the same has to be collected upon demand of an attorney, to pay reasonable attorney's fees for making such collection. This note is secured by a purchase money first mortgage of even date herewith executed by the undersigned and is to be construed and enforced according to the laws of the State of Florida; upon default in the payment of principal and/or interest when due, the whole sum of principal and interest remaining unpaid shall, at the option of the holders, become immediately due and payable. Failure to exercise this option shall not constitute a waiver of the right to exercise the same in the event of subsequent default. The said Principal sum and accrued interest shall both bear interest from such time of default until repaid at the highest rate allowable under Florida law.

Notwithstanding the foregoing, the applicable interest rate shall never be at any time more than the maximum rate of interest permitted by applicable law in effect from time to time. In the event that the applicable interest rate exceeds the maximum percentage permissible by applicable law in effect or any extension of this Note, only the maximum percentage permissible shall then be charged, but thereafter in any interest period or periods during which the rate is less than the maximum percentage permissible by

Init: GB

applicable law in effect from time to time, the applicable interest rate shall be increased so that lender, its successors or assigns, may collect interest in such amount as my have been charged pursuant to the terms of this Note, but which was not charged because of the limitation imposed by law.

If the calculation of interest or the imposition of a change in the rate of interest after acceleration upon default or the payment of any fees or other charges which are construed to be interest under applicable law in effect from time to time, result in an effective rate of interest higher than that permitted, then such charges shall be reduced by a sum sufficient to result in an effective rate of interest no greater than the maximum effective rate of interest permitted to be paid under applicable law in effect from time to time.

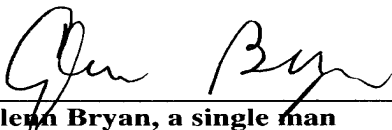
Upon maturity of this Note, whether by acceleration or in due course, interest shall be recalculated over the actual life of the loan based upon the amounts outstanding, and if the total of interest theretofore paid exceeds the amount permitted to be paid under applicable law in effect from time to time, the excess shall be credited to principal, or if such excess exceeds the principal amount due hereunder, refunded to the Borrower.

This Note is secured by, among other security, a Mortgage executed September 28, 2006 and recorded in ORB 42962 at Page 740, of the Public Records of Broward County, Florida, and a Mortgage Modification Agreement of even date herewith (the "Mortgage") to which Mortgage reference is hereby made for a description of the property encumbered (the Property"), definition of terms, the nature and extent of the security and the rights of the Mortgagee and its legal representatives and assigns in respect of such security. Assignment of mortgage recorded October 27, 2006 in ORB 43017, Page 835, Partial Assignments recorded April 1, 2008 in ORB 45232, Page 267 & Partial Assignments recorded January 27, 2009 in ORB 45943, Page 1363 of the Public Records of Broward County, Florida

This Consolidated Note consolidates and replaces that certain \$225,000.00 Note dated September 28, 2006.

In the event the makers shall make any payment by check, which check shall be returned to the mortgagee for any reason other than improper endorsement, the maker shall be responsible for a \$20.00 bank processing charge for returning said check, in addition to any late charge or penalty provided herein.

THE UNDERSIGNED HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVES ANY RIGHT WHICH THE UNDERSIGNED MAY HAVE TO A TRIAL BY JURY IN RESPECT TO ANY LITIGATION BASED HEREON OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS NOTE AND ANY DOCUMENTS CONTEMPLATED TO BE EXECUTED IN CONJUNCTION HERewith, OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENT (WHETHER VERBAL OR WRITTEN) OR ACTIONS OF EITHER THE UNDERSIGNED OR THE HOLDER HEREOF. THIS PROVISION IS A MATERIAL INDUCEMENT FOR THE HOLDER HEREOF TO MAKE A LOAN TO THE UNDERSIGNED IN THE PRINCIPAL AMOUNT HEREIN BEFORE PROVIDED ABOVE.



Glenn Bryan, a single man

March 7th, 2011

The above makers execute this mortgage note personally, jointly and severally

BROWARD COUNTY, FORT LAUDERDALE, FLORIDA
RECORDS, TAXES AND TREASURY DIVISION/TAX DEED SECTION

DATE: September 3rd, 2019
PROPERTY ID # 504204-05-0200 (TD # 43176)

WARNING

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

SONIA WILLIAMS EUTSEY
4123 NW 79 AVENUE
SUNRISE, FL 33351

AS PER FLORIDA STATUTES 197.542, THE PROPERTY AT 1025 NW 5 COURT, FORT LAUDERDALE FL 33311 IS BEING SCHEDULED FOR TAX DEED AUCTION. ONCE THE PROPERTY IS SOLD, UNPAID TAXES CAN NO LONGER BE REDEEMED. OTHER TAX YEARS MAY BE OWED BUT NOT INCLUDED IN THE AMOUNT BELOW, PLEASE CALL FOR MORE INFORMATION.

FLA. STATUTES MAY REQUIRE US TO NOTIFY OTHER PROPERTY OWNERS WHO LIVE AROUND THE PROPERTY SCHEDULED FOR SALE. IF YOU DO NOT OWN OR HAVE LEGAL INTEREST IN THIS PROPERTY, PLEASE DISREGARD THIS NOTICE.

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

AMOUNTS SHOWN BELOW ARE ESTIMATED AMOUNTS DUE WHICH MAY BE SUBJECT TO ADDITIONAL FEES. PLEASE CALL (954) 357-5374 FOR THE CORRECT AMOUNT DUE PRIOR TO SUBMITTING ANY PAYMENT TO REDEEM UNPAID TAXES AND REMOVE THE PROPERTY FROM AUCTION.

MAKE CASHIER'S CHECK OR
MONEY ORDER PAYABLE TO: BROWARD COUNTY TAX COLLECTOR

* Estimated Amount due if paid by September 30, 2019\$2,338.71
Or
* Estimated Amount due if paid by October 15, 2019\$2,365.41

THERE ARE UNPAID TAXES ON THIS PROPERTY AND THE PROPERTY WILL BE SOLD AT PUBLIC AUCTION ON October 16, 2019 UNLESS ALL BACK TAXES ARE PAID PRIOR TO AUCTION.

TO MAKE PAYMENT, OR TO RECEIVE FURTHER INFORMATION, CONTACT THE RECORDS, 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

BROWARD COUNTY, FORT LAUDERDALE, FLORIDA
RECORDS, TAXES AND TREASURY DIVISION/TAX DEED SECTION

DATE: September 3rd, 2019
PROPERTY ID # 504204-05-0200 (TD # 43176)

WARNING

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

EQUITY TRUST COMPANY, CUST., FBO WILLIAM FLEISCHER IRA
1 EQUITY WAY
WESTLAKE, OH 44145

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AMOUNTS SHOWN BELOW ARE ESTIMATED AMOUNTS DUE WHICH MAY BE SUBJECT TO ADDITIONAL FEES. PLEASE CALL (954) 357-5374 FOR THE CORRECT AMOUNT DUE PRIOR TO SUBMITTING ANY PAYMENT TO REDEEM UNPAID TAXES AND REMOVE THE PROPERTY FROM AUCTION.

MAKE CASHIER'S CHECK OR
MONEY ORDER PAYABLE TO: BROWARD COUNTY TAX COLLECTOR

- * Estimated Amount due if paid by September 30, 2019\$2,338.71
- Or
- * Estimated Amount due if paid by October 15, 2019\$2,365.41

THERE ARE UNPAID TAXES ON THIS PROPERTY AND THE PROPERTY WILL BE SOLD AT PUBLIC AUCTION ON October 16, 2019 UNLESS ALL BACK TAXES ARE PAID PRIOR TO AUCTION.

TO MAKE PAYMENT, OR TO RECEIVE FURTHER INFORMATION, CONTACT THE RECORDS, 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

BROWARD COUNTY, FORT LAUDERDALE, FLORIDA
RECORDS, TAXES AND TREASURY DIVISION/TAX DEED SECTION

DATE: September 3rd, 2019

PROPERTY ID # 504204-05-0200 (TD # 43176)

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EQUITYLINK, INC.
220 N. STATE ROAD 7
HOLLYWOOD, FL 33021

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DATE: September 3rd, 2019
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EQUITYLINK, INC.
233 N FEDERAL HIGHWAY STE #65
DANIA BEACH, FL 33004

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DATE: September 3rd, 2019

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JOSEPH P. CAMPI, TRUSTEE OF THE JOSEPH P. CAMPI REVOCABLE LIVING TRUST
DATED JULY 3RD, 1986
4320 INTRACOASTAL DRIVE
HIGHLAND BEACH, FL 33487

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DATE: September 3rd, 2019

PROPERTY ID # 504204-05-0200 (TD # 43176)

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CITY OF FORT LAUDERDALE COMMUNITY AND ECONOMIC DEVELOPMENT
DEPARTMENT COMMUNITY INSPECTIONS BUREAU
300 N.W. 1ST AVENUE
FORT LAUDERDALE, FL 33301

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CITY OF FORT LAUDERDALE UNSAFE STRUCTURES BOARD
700 NW 19TH AVENUE
FORT LAUDERDALE, FL 33311

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GLENN BRYAN
701 NW 33 AVENUE
FORT LAUDERDALE, FL 33331

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KEVIN EUTSEY
4123 NW 79 AVE
SUNRISE, FL 33351

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BRIMM, ARLENE ADAMS
PO BOX 822271
PEMBROKE PINES, FL 33082

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CITY OF FORT LAUDERDALE
ATTN: CITY ATTORNEY OFFICE
100 N ANDREWS AVE 7TH FLOOR
FORT LAUDERDALE, FL 33301

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EQUITY TRUST COMPANY CUST., FBO WILLIAM FLEISCHER IRA
225 BURNS RD
ELYRIA, OH 44035

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C/O JAMES, VILLARROEL
233 N FEDERAL HIGHWAY STE #65
DANIA BEACH, FL 33004

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EUTSEY, SONIA WILLIAMS
1025 NW 5 CT
FORT LAUDERDALE, FL 33311

AS PER FLORIDA STATUTES 197.542, THE PROPERTY AT 1025 NW 5 COURT, FORT LAUDERDALE FL 33311 IS BEING SCHEDULED FOR TAX DEED AUCTION. ONCE THE PROPERTY IS SOLD, UNPAID TAXES CAN NO LONGER BE REDEEMED. OTHER TAX YEARS MAY BE OWED BUT NOT INCLUDED IN THE AMOUNT BELOW, PLEASE CALL FOR MORE INFORMATION.

FLA. STATUTES MAY REQUIRE US TO NOTIFY OTHER PROPERTY OWNERS WHO LIVE AROUND THE PROPERTY SCHEDULED FOR SALE. IF YOU DO NOT OWN OR HAVE LEGAL INTEREST IN THIS PROPERTY, PLEASE DISREGARD THIS NOTICE.

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

AMOUNTS SHOWN BELOW ARE ESTIMATED AMOUNTS DUE WHICH MAY BE SUBJECT TO ADDITIONAL FEES. PLEASE CALL (954) 357-5374 FOR THE CORRECT AMOUNT DUE PRIOR TO SUBMITTING ANY PAYMENT TO REDEEM UNPAID TAXES AND REMOVE THE PROPERTY FROM AUCTION.

MAKE CASHIER'S CHECK OR
MONEY ORDER PAYABLE TO: BROWARD COUNTY TAX COLLECTOR

- * Estimated Amount due if paid by September 30, 2019\$2,338.71
Or
- * Estimated Amount due if paid by October 15, 2019\$2,365.41

THERE ARE UNPAID TAXES ON THIS PROPERTY AND THE PROPERTY WILL BE SOLD AT PUBLIC AUCTION ON October 16, 2019 UNLESS ALL BACK TAXES ARE PAID PRIOR TO AUCTION.

TO MAKE PAYMENT, OR TO RECEIVE FURTHER INFORMATION, CONTACT THE RECORDS, 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

BROWARD COUNTY, FORT LAUDERDALE, FLORIDA
RECORDS, TAXES AND TREASURY DIVISION/TAX DEED SECTION

DATE: September 3rd, 2019
PROPERTY ID # 504204-05-0200 (TD # 43176)

WARNING

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

FISERV ISS & CO, FBO WILLIAM FLEISCHER
PO BOX 173785
DENVER, CO 80217

AS PER FLORIDA STATUTES 197.542, THE PROPERTY AT 1025 NW 5 COURT, FORT LAUDERDALE FL 33311 IS BEING SCHEDULED FOR TAX DEED AUCTION. ONCE THE PROPERTY IS SOLD, UNPAID TAXES CAN NO LONGER BE REDEEMED. OTHER TAX YEARS MAY BE OWED BUT NOT INCLUDED IN THE AMOUNT BELOW, PLEASE CALL FOR MORE INFORMATION.

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MONEY ORDER PAYABLE TO: BROWARD COUNTY TAX COLLECTOR

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Or
* Estimated Amount due if paid by October 15, 2019\$2,365.41

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FOR TAX DEEDS PROCESS AND AUCTION RULES, PLEASE VISIT

www.broward.org/recordstaxestreasury

BROWARD COUNTY, FORT LAUDERDALE, FLORIDA
RECORDS, TAXES AND TREASURY DIVISION/TAX DEED SECTION

DATE: September 3rd, 2019

PROPERTY ID # 504204-05-0200 (TD # 43176)

WARNING

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

GLENN BRYAN
7255 NW 54 CT
LAUDERHILL, FL 33319

AS PER FLORIDA STATUTES 197.542, THE PROPERTY AT 1025 NW 5 COURT, FORT LAUDERDALE FL 33311 IS BEING SCHEDULED FOR TAX DEED AUCTION. ONCE THE PROPERTY IS SOLD, UNPAID TAXES CAN NO LONGER BE REDEEMED. OTHER TAX YEARS MAY BE OWED BUT NOT INCLUDED IN THE AMOUNT BELOW, PLEASE CALL FOR MORE INFORMATION.

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MAKE CASHIER'S CHECK OR
MONEY ORDER PAYABLE TO: BROWARD COUNTY TAX COLLECTOR

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Or
* Estimated Amount due if paid by October 15, 2019\$2,365.41

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FOR TAX DEEDS PROCESS AND AUCTION RULES, PLEASE VISIT

www.broward.org/recordstaxestreasury

BROWARD COUNTY, FORT LAUDERDALE, FLORIDA
RECORDS, TAXES AND TREASURY DIVISION/TAX DEED SECTION

DATE: September 3rd, 2019

PROPERTY ID # 504204-05-0200 (TD # 43176)

WARNING

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

MARVIN, TEDERRA
1029 NW 5 CT
FORT LAUDERDALE, FL 33311-8025

AS PER FLORIDA STATUTES 197.542, THE PROPERTY AT 1025 NW 5 COURT, FORT LAUDERDALE FL 33311 IS BEING SCHEDULED FOR TAX DEED AUCTION. ONCE THE PROPERTY IS SOLD, UNPAID TAXES CAN NO LONGER BE REDEEMED. OTHER TAX YEARS MAY BE OWED BUT NOT INCLUDED IN THE AMOUNT BELOW, PLEASE CALL FOR MORE INFORMATION.

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MAKE CASHIER'S CHECK OR
MONEY ORDER PAYABLE TO: BROWARD COUNTY TAX COLLECTOR

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- Or
- * Estimated Amount due if paid by October 15, 2019\$2,365.41

THERE ARE UNPAID TAXES ON THIS PROPERTY AND THE PROPERTY WILL BE SOLD AT PUBLIC AUCTION ON October 16, 2019 UNLESS ALL BACK TAXES ARE PAID PRIOR TO AUCTION.

TO MAKE PAYMENT, OR TO RECEIVE FURTHER INFORMATION, CONTACT THE RECORDS, 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

7019 0700 0000 6275 8475

U.S. Postal Service[™]
CERTIFIED MAIL[®] RECEIPT
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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

\$

Sent To

Street and

City, State, .

TD 43176 OCTOBER 2019 WARNING

BRIMM, ARLENE ADAMS

PO BOX 822271

PEMBROKE PINES, FL 33082

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

See Reverse for Instructions

7019 0700 0000 6275 8482

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

Postage

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Total Postage

\$

Sent To

Street and Apt.

City, State, ZIP

Postmark
Here

TD 43176 OCTOBER 2019 WARNING

CITY OF FORT LAUDERDALE
ATTN: CITY ATTORNEY OFFICE
100 N ANDREWS AVE 7TH FLOOR
FORT LAUDERDALE, FL 33301

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

See Reverse for Instructions

7019 0700 0000 6275 8499

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

Postmark
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Postage

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Total Postage

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Sent To

Street and Apt.

City, State, ZIP

TD 43176 OCTOBER 2019 WARNING
EQUITY TRUST COMPANY CUST., FBO WILLIAM
FLEISCHER IRA
225 BURNS RD
ELYRIA, OH 44035

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

See Reverse for Instructions

7019 0700 0000 6275 8505

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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 \$ _____

Postage

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Total Postage

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Sent To

Street and Apt.

City, State, Zi

TD 43176 OCTOBER 2019 WARNING

EQUITYLINK INC

C/O JAMES, VILLARROEL

233 N FEDERAL HIGHWAY STE #65

DANIA BEACH, FL 33004

Postmark
Here

7019 0700 0000 6275 8512

U.S. Postal Service[™]
CERTIFIED MAIL[®] RECEIPT
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Extra Services & Fees (check box, add fee as appropriate)

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| <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
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Postage

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Total Postage

TD 43176 OCTOBER 2019 WARNING

EUTSEY, SONIA WILLIAMS

1025 NW 5 CT

FORT LAUDERDALE, FL 33311

Sent To

Street and Apt.

City, State, ZIP

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

See Reverse for Instructions

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

Postmark
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Postage

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Total Postage

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Sent To

Street and Apt

City, State, Z

TD 43176 OCTOBER 2019 WARNING
FISERV ISS & CO, FBO WILLIAM FLEISCHER
PO BOX 173785
DENVER, CO 80217

7019 0700 0000 6275 8536

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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
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Postage

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Total Postage :

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Sent To

Street and Apt.

City, State, ZIP

TD 43176 OCTOBER 2019 WARNING
GLENN BRYAN
7255 NW 54 CT
LAUDERHILL, FL 33319

7019 0700 0000 6275 8543

U.S. Postal Service[™]
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Extra Services & Fees (check box, add fee as appropriate)

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|--|----|--|
| <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
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Postage

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Total Postage

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Sent To

Street and Apt

City, State, Zip

TD 43176 OCTOBER 2019 WARNING
MARVIN, TEDERRA
1029 NW 5 CT
FORT LAUDERDALE, FL 33311-8025

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

See Reverse for Instructions

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

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| <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 | \$ | |

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Total Postage

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Sent To

Street and

City, State, ZIP

TD 43176 OCTOBER 2019 WARNING

SONIA WILLIAMS EUTSEY

4123 NW 79 AVENUE

SUNRISE, FL 33351

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

See Reverse for Instructions

7019 0700 0000 6275 8390

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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
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Postage

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Total Postage

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Sent To

Street and

City, State

TD 43176 OCTOBER 2019 WARNING
EQUITY TRUST COMPANY, CUST., FBO WILLIAM
FLEISCHER IRA
1 EQUITY WAY
WESTLAKE, OH 44145

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

See Reverse for Instructions

7019 0700 0000 6275 8406

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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
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Total Postage	
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Sent To
Street and Apt.
City, State, ZIP

TD 43176 OCTOBER 2019 WARNING
EQUITYLINK, INC.
220 N. STATE ROAD 7
HOLLYWOOD, FL 33021

7019 0700 0000 6275 8413

U.S. Postal ServiceTM
CERTIFIED MAIL[®] RECEIPT
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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
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Postage

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Total Postage at

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Sent To

Street and Apt. 1

City, State, ZIP+

TD 43176 OCTOBER 2019 WARNING
EQUITYLINK, INC.
233 N FEDERAL HIGHWAY STE #65
DANIA BEACH, FL 33004

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

See Reverse for Instructions

7019 0700 0000 6275 8420

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CERTIFIED MAIL[®] RECEIPT
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OFFICIAL USE

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 \$

Postage

\$

Total Postage

\$

Sent To

Street and Apt.

City, State, ZIP

Postmark
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TD 43176 OCTOBER 2019 WARNING
JOSEPH P. CAMPI, TRUSTEE OF THE JOSEPH P. CAMPI
REVOCABLE LIVING TRUST DATED JULY 3RD, 1986
4320 INTRACOASTAL DRIVE
HIGHLAND BEACH, FL 33487

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

See Reverse for Instructions

7019 0700 0000 6275 8437

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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
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Postage	
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Total Postage \$	
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Sent To	
Street and Apt.	
City, State, ZIP	

TD 43176 OCTOBER 2019 WARNING
CITY OF FORT LAUDERDALE COMMUNITY AND
ECONOMIC DEVELOPMENT DEPARTMENT COMMUNITY
INSPECTIONS BUREAU
300 N.W. 1ST AVENUE
FORT LAUDERDALE, FL 33301

7019 0700 0000 6275 8444

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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

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Total Postage

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Sent To

Street and /

City, State, .

TD 43176 OCTOBER 2019 WARNING
CITY OF FORT LAUDERDALE
UNSAFE STRUCTURES BOARD
700 NW 19TH AVENUE
FORT LAUDERDALE, FL 33311

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

See Reverse for Instructions

7019 0700 0000 6275 8451

U.S. Postal Service[™]
CERTIFIED MAIL[®] RECEIPT
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OFFICIAL USE

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 \$

Postage

\$

Total Postage

\$

Sent To

Street and Apt.

City, State, Z

TD 43176 OCTOBER 2019 WARNING

GLENN BRYAN

701 NW 33 AVENUE

FORT LAUDERDALE, FL 33331

Postmark
Here

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

See Reverse for Instructions

7019 0700 0000 6275 8468

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

OFFICIAL USE

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 \$

Postage

\$

Total Postage and

\$

Sent To

Street and Apt. No.

City, State, ZIP+4

Postmark
Here

TD 43176 OCTOBER 2019 WARNING

KEVIN EUTSEY

4123 NW 79 AVE

SUNRISE, FL 33351

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 43176 OCTOBER 2019 WARNING
CITY OF FORT LAUDERDALE
UNSAFE STRUCTURES BOARD
700 NW 19TH AVENUE
FORT LAUDERDALE, FL 33311




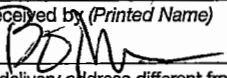
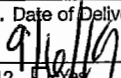
9590 9402 4173 8092 1624 16

2. Article Number (Transfer from service label)

7019 0700 0000 6275 8444

COMPLETE THIS SECTION ON DELIVERY

A. Signature  ☐ Agent
X ☐ 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

<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

Mail
Mail Restricted Delivery (0)

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 43176 OCTOBER 2019 WARNING
CITY OF FORT LAUDERDALE
ATTN: CITY ATTORNEY OFFICE
100 N ANDREWS AVE 7TH FLOOR
FORT LAUDERDALE, FL 33301



2. Article Number (Transfer from service label)

7019 0700 0000 6275 8482

COMPLETE THIS SECTION ON DELIVERY

A. Signature ☒ Agent
X *[Signature]* ☐ Addressee

B. Received by (Printed Name) C. Date of Delivery
General *9/6*

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

- 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.

TD 43176 OCTOBER 2019 WARNING
MARVIN, TEDERRA
1029 NW 5 CT
FORT LAUDERDALE, FL 33311-8025



9590 9402 4173 8092 1406 67

7019 0700 0000 6275 8543

Domestic Return Receipt

A. Signature

X Sedona Mori ☐ 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
☐ Registered Mail™
☐ Registered Mail Restricted Delivery
☐ Return Receipt for Merchandise
☐ Signature Confirmation™
☐ Signature Confirmation Restricted Delivery

Mail
Mail Restricted Delivery

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 43176 OCTOBER 2019 WARNING
EQUITY TRUST COMPANY, CUST., FBO WILLIAM
FLEISCHER IRA
1 EQUITY WAY
WESTLAKE, OH 44145

2. Article Number (Transfer from service label)

7019 0700 0000 6275 8390

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X

☐ Agent

☒ Addressee

B. Received by (Printed Name)

Michaela

C. Date of Delivery

9-5-19

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

☐ Priority Mail Express®

☐ Registered Mail™

☐ Registered Mail Restricted Delivery

☐ Return Receipt for Merchandise

☐ Signature Confirmation™

☐ Signature Confirmation Restricted Delivery

Domestic Return Receipt

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