

339 Sixth Ave, Suite 1400 Pittsburgh, PA 15222 Web: www.grantstreet.com
E-mail: <u>TitleExpress@grantstreet.com</u>

Phone: (412) 391-5555

At the request of the County Tax Collector for Broward County, FL, a search has been made of the Public Records for the following described property:

 Parcel ID
 Alt. Key
 Property Address

 49-42-10-03-1980
 305309
 510 NE 58 CT

OAKLAND PARK 33334

Legal Description

LOT 16, BLOCK 13, COLLIER ESTATES FIRST ADDITION, ACCORDING TO THE MAP OR PLAT THEREOF, AS RECORDED IN PLAT BOOK 43, PAGE 1, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA.

Other Parcel Info

Certificate # Assessed Value Homestead? Mobile Home? Bankruptcy?

2021 - 7255 \$231,260 Yes No No

Owner of Record on Current Tax Roll

CLINT REDDING

Billing Name & Address

510 NE 58 CT OAKLAND PARK FL 33334

PROPERTY INFORMATION REPORT

This Property Information Report has been prepared in accordance with the requirements of Florida Statutes, Sections 197.502(4) and (5), and satisfies the minimum standards set forth in the Florida Administrative Code, Chapter 12D-13.061.

This report 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 is limited to the amount paid for this report, and is further limited to the person(s) expressly identified by name as the recipient(s) of the report.

Report Date: 04/11/2023 Search covers 20 years through: 04/09/2023

Alexander Sobera
Title Examiner

General Examiner Comments:

APPARENT TITLE HOLDER

Name & Address of Record

Document

Examiner Comments

CLINT REDDING 510 NE 58TH CT

FT. LAUDERDALE FL 33334

Quit Claim Deed Bk:50520 Pg:457

Related Documents (for Reference)

Quit Claim Deed Bk:33563 Pg:496

Divorce Judgment Bk:48585 Pg:391

MORTGAGE HOLDER

Name & Address of Record

JOSEPH DEBELLAS, TRUSTEE OF THE JOSEPH DEBELLAS REVOCABLE TRUST DATED JULY 1,

1999

202 SW 25TH ST

FT. LAUDERDALE FL 33315

Document

Examiner Comments

Mortgage Bk:50565 Pg:1830

Related Documents (for Reference)

None found.

LIEN HOLDER

Name & Address of Record	Document	Examiner Comments
Haile a Address of Heccord	Document	

BROWARD COUNTY
CLERK OF THE CIRCUIT COURT
201 SE 6TH ST

FT. LAUDERDALE FL 33301

CITIBANK, N.A. 701 EAST 60TH ST NORTH SIOUX FALLS SD 57117 Judgment Inst:115224773

Judgment Bk:49452 Pg:1922 No Sunbiz record found.

Related Documents (for Reference)

None found.

OTHER PARTIES

Name & Address of Record Document Examiner Comments

None found.

Related Documents (for Reference)

None found.

OTHER DOCUMENTS

Document Type

Property Appraiser

4/10/23, 12:09 PM 510 NE 58 COURT



Site Address	510 NE 58 COURT, OAKLAND PARK FL 33334	ID#	4942 10 03 1980
Property Owner	REDDING, CLINT	Millage	1712
Mailing Address	510 NE 58 CT OAKLAND PARK FL 33334	Use	01-01
Abbr Legal Description	COLLIER ESTATES 1ST ADD 43-1 B LOT 16 BLK 13		

The just values displayed below were set in compliance with Sec. 193.011, Fla. Stat., and include a reduction for costs of sale and other adjustments required by Sec. 193.011(8).

_	re	duction f	or c	osts of s	ale and	other adjustmen	ts req	uired by Sec	. 193.0	11(8).		
					Prope	rty Assessment \	/alues					
Year	La	ınd		Buildir Improve		Just / Market Value		Assessed / SOH Value		Та	ıx	
2022	\$42,	000		\$325,7	90	\$367,790		\$231,260				
2021	\$42,	000		\$182,5	30	\$224,530		\$224,530		\$4,34	2.67	
2020	\$42,	000		\$179,1	90	\$221,190		\$168,9	90	\$4,325.02		
		2	2022	Exempt	ions an	d Taxable Values	by Ta	xing Authori	ty			
				(County	School E	Board	Munio	cipal	Inde	pendent	
Just Valu	ıe			\$3	67,790	\$36	7,790	\$367	,790	\$	367,790	
Portabilit	ty				0		0		0		0	
Assesse	d/SOH	21		\$2	31,260	\$23	1,260	\$231	,260	\$	231,260	
Homeste	ad 100	%		\$	25,000	\$2	5,000	\$25	5,000 \$25		\$25,000	
Add. Hon	nestead	t		\$	25,000		0	\$25	25,000 \$2		\$25,000	
Wid/Vet/E	Vid/Vet/Dis				0		0		0		0	
Senior					0		0		0	0		
Exempt 1	Гуре				0		0		0		0	
Taxable				\$1	81,260	\$20	6,260	\$181	,260	\$	181,260	
		S	ales	History				Lanc	l Calcul	lations		
Date		Type		Price	Bool	k/Page or CIN		Price	F	actor	Type	
1/30/201	14 (QCD-T	\$	100	1	12077128		\$7.00	6	6,000	SF	
8/2/200	2	QCD	\$7	2,000	3	3563 / 496						
4/29/199	98	QCD	\$	100	2	8218 / 108						
10/1/199	91	QCD	\$7	7,000	18839 / 343							
8/1/196	9	WD	\$1	3,300			Ac	dj. Bldg. S.F.	(Card,	Sketch)	1219	
								Units/Be	ds/Batl	hs	1/2/1	
								Eff./Act. Ye	ear Buil	lt: 1963/195	8	
					Spe	ecial Assessment	s					

	Special Assessments								
Fire Garb Light Drain Impr Safe Storm Clean Misc								Misc	
17	K					OP			
R	R 1								
1						1			

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

CERTIFICATE OF MAILING NOTICES

Tax Deed #50458

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 July 2023, 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:

CITY OF OAKLAND PARK ANDREW THOMPSON, BUDGET OFFICE 3650 NE 12 AVE OAKLAND PARK, FL 33334	CLINT REDDING 510 NE 58TH CT OAKLAND PARK, FL 33334	JOSEPH DEBELLAS, TRUSTEE OF THE JOSEPH DEBELLAS REVOCABLE TRUST DATED JULY 1, 1999 202 SW 25TH ST FT. LAUDERDALE, FL 33315	BRENDA R REDDING 8100 SW 9TH ST NORTH LAUDERDALE, FL 33068-2037
BROWARD COUNTY CLERK OF THE CIRCUIT COURT 201 SE 6TH ST ROOM 18150 FORT LAUDERDALE, FL 33301	CITIBANK, N.A. 701 EAST 60TH ST NORTH SIOUX FALLS, SD 57117	ZAKHEIM & LAVRAR, P.A 1045 S UNIVERSITY DR STE 202 PLANTATION, FL 33324-3333	*STOJIC, RUZICA CORREA, JULIAN 511 NE 58TH ST OAKLAND PARK, FL 33334-1834
*GUERRERO, JONATHAN SAUL NAVA, MARIA D VILLANUEVA 520 NE 58TH CT OAKLAND PARK, FL 33334-1841	*RUBIO, FORTUNATO RUBIO, CESAR 500 NE 58TH CT OAKLAND PARK, FL 33334-1841		

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 July 2023 in compliance with section 197.522 Florida Statutes, 1995, as amended by Chapter 95-147 Senate Bill No. 596, Laws of Florida 1995.

SEAL

Monica Cepero

COUNTY ADMINISTRATOR

Finance and Administrative Services Department Records, Taxes, & Treasury Division

Broward County, Florida

INSTR # 118834465 Recorded 05/04/23 at 11:52 AM **Broward County Commission** 1 Page(s)

RECORDS, TAXES & TREASURY DIVISION/TAX DEED SECTION

NOTICE OF APPLICATION FOR TAX DEED NUMBER 50458

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:

494210-03-1980

Certificate Number:

7255

Date of Issuance:

05/25/2021

Certificate Holder:

MICHIGAN ATLANTIC EQUITIES LLC

Description of Property: COLLIER ESTATES 1ST ADD 43-1 B

LOT 16 BLK 13

Name in which assessed: REDDING, CLINT

Legal Titleholders:

REDDING, CLINT

510 NE 58 CT

OAKLAND PARK, FL

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 August , 2023 . Pre-bidding shall open at 9:00 AM EDT, sale shall commence at 10:00 AM EDT and shall begin closing at 11:01 AM EDT at:

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

> > Minimum Comment

Dated this 2nd day of

May

, 2023 .

Monica Cepero 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:

07/13/2023, 07/20/2023, 07/27/2023 & 08/03/2023

Minimum Bid: 131566.28

401-314

Broward County, Florida

RECORDS, TAXES & TREASURY DIVISION/TAX DEED SECTION NOTICE OF APPLICATION FOR TAX DEED NUMBER 50458

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: 494210-03-1980

Certificate Number: 7255

Date of Issuance: 05/25/2021

Certificate Holder: MICHIGAN ATLANTIC EQUITIES LLC Description of Property: COLLIER ESTATES 1ST ADD 43-1 B

LOT 16 BLK 13

Name in which assessed: REDDING,CLINT Legal Titleholders: REDDING,CLINT

510 NE 58 CT

OAKLAND PARK, FL 33334

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 August ,2023 . Pre-bidding shall open at 9:00 AM EDT, sale shall commence at 10:00 AM EDT and shall begin closing at 11:01 AM EDT at:

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

Dated this 23rd day of May 2023.

Monica Cepero 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: 07/13/2023, 07/20/2023, 07/27/2023 & 08/03/2023

Minimum Bid: 131921.28

BROWARD

STATE OF FLORIDA COUNTY OF BROWARD:

Before the undersigned authority personally appeared BARBARA JEAN COOPER, who on oath says that he or she is the LEGAL CLERK, of the Broward Daily Business Review f/k/a Broward Review, of Broward County, Florida; that the attached copy of advertisement, being a Legal Advertisement of Notice in the matter of

50458 NOTICE OF APPLICATION FOR TAX DEED CERTIFICATE NUMBER: 7255

in the XXXX Court, was published in a newspaper by print in the issues of Broward Daily Business Review f/k/a Broward Review on

07/13/2023 07/20/2023 07/27/2023 08/03/2023

Affiant further says that the newspaper complies with all legal requirements for publication in chapter 50, Florida Statutes.

Sworn to and subscribed before me this 3 day of AUGUST, A.D. 2023

(SEAL)
BARBARA JEAN COOPER personally known to me

SCHERRIE A THOMAS
Notary Public - State of Florida
Commission # HH 007739
My Comm. Expires Aug 1, 2024
Bonded through National Notary Assn.

Broward County, Florida RECORDS, TAXES & TREASURY DIVISION/TAX DEED SECTION NOTICE OF APPLICATION FOR TAX DEED NUMBER 50458

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: 494210-03-1980 Certificate Number: 7255 Date of Issuance: 05/25/2021

Certificate Holder:

MICHIGAN ATLANTIC EQUITIES LLC Description of Property:

COLLIER ESTATES 1ST ADD 43-1 B

LOT 16 BLK 13 Name in which assessed: REDDING, CLINT

Legal Titleholders:

REDDING; CLINT 510 NE 58 CT

OAKLAND PARK, FL 33334

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 August, 2023. Pre-bidding shall open at 9:00 AM EDT, sale shall commence at 10:00 AM EDT and shall begin closing at 11:01 AM EDT at:

broward.deedauction.net

*Pre-registration is required to bid. Dated this 23rd day of May, 2023.

Monica Cepero 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:

131921.28

401-314

7/13-20-27 8/3 23-06/0000671957B

BROWARD COUNTY SHERIFF'S OFFICE

2601 West Broward Blvd Fort Lauderdale, Florida 33312

Sheriff # 23024366

Broward County, FL VS Clint Redding

RETURN OF SERVICE

Court Case # TD 50458

Hearing Date:08/16/2023 Received by CCN 17912 07/06/2023 6:30 AM

Type of Writ: Tax Sale - Broward

Court: County / Broward FL

Serve: Clint Redding

510 NE 58 Court Oakland Park FL 33334

Served:

Not Served:

Broward County Revenue-Delinquent Tax Section 115 S. Andrews Ave.

Room A-100

Fort Lauderdale FL 33301

Date: 07/10/2023 Time: 7:38 AM

On Clint Redding 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 copy of the complaint petition or initial pleading by the following method:

INDIVIDUAL SERVICE

COMMENTS: Posted Tax Notice on front door.

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

Gregory Tony, Sheriff Broward County, Florida

By: 270 17912

D.S.

J. Palermo, #17912

RECEIPT INFORMATION		EXECUTION COSTS	DEMAND/LEVY II	DEMAND/LEVY INFORMATION	
Receipt#			Judgment Date	Judgment Date n/a	
Check #			Judgment Amount \$0.00		
Service Fee	\$0.00		Current Interest Rate 0.00		
On Account	\$0.00		Interest Amount \$0.0		
Quantity			Liquidation Fee	\$0.00	
Original	1		Sheriff's Fees	\$0.00	
Services	1		Sheriff's Cost	\$0.00	
			Total Amount	\$0.00	

BROWARD COUNTY, FORT LAUDERDALE, FLORIDA RECORDS, TAXES AND TREASURY DIVISION/TAX DEED SECTION PROPERTY ID # 494210-03-1980 (TD #50458)

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

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 July 31, 2023\$16,065.85
- * Amount due if paid by August 15, 2023\$16,291.28

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

THERE ARE UNPAID TAXES ON THIS PROPERTY AND WILL BE SOLD AT PUBLIC **AUCTION ON August 16, 2023 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

REDDING, CLINT 510 NE 58 CT OAKLAND PARK, FL 33334

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

Broward County, Florida

INSTR # 118834465 Recorded 05/04/23 at 11:52 AM **Broward County Commission** 1 Page(s)

RECORDS, TAXES & TREASURY DIVISION/TAX DEED SECTION

NOTICE OF APPLICATION FOR TAX DEED NUMBER 50458

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:

494210-03-1980

Certificate Number:

7255

Date of Issuance:

05/25/2021

Certificate Holder:

MICHIGAN ATLANTIC EQUITIES LLC

Description of Property: COLLIER ESTATES 1ST ADD 43-1 8 **LOT 16 BLK 13**

Name in which assessed: REDDING, CLINT

Legal Titleholders:

REDDING, CLINT

510 NE 58 CT

OAKLAND PARK, FL 33334

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 August , 2023. Pre-bidding shall open at 9:00 AM EDT, sale shall commence at 10:00 AM EDT and shall begin closing at 11:01 AM EDT at:

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

> > WHITE CO BO ST

Dated this 2nd day of

. 2023 .

Monica Cepero

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:

07/13/2023, 07/20/2023, 07/27/2023 & 08/03/2023

Minimum Bid: 131566.28

401-314

This instrument prepared by: M. SCOTT KLEIMAN, ESQ. KALIS & KLEIMAN, P.A. 7320 Griffin Road, Suite 109 Davie, Florida 33314 954-791-0477

Folio #494210-03-1980

Quit-Claim Deed

This Quit-Claim Deed, Executed this ____ day of January, 2014, by BRENDA REDDING, a single woman, as Grantor, to CLINT REDDING, a single man, whose post office address is 510 NE 58th Court, Ft. Lauderdale, FL 33334, as Grantee.

Witnesseth: That the said Grantor, for and in consideration of the sum of Ten and no/100 (\$10.00) Dollars in hand paid by the said Grantee, the receipt whereof is hereby acknowledged, do hereby remise, release and quit-claim unto the said Grantee forever, all the right, title, interest, claim and demand which the said Grantor 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 16, Block 13, Collier Estates First Addition, according to the map or plat thereof, as recorded in Plat Book 43, Page 1, of the Public Records of Broward County, Florida.

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

*"Grantor" and "Grantee" are used for singular or plural, as context requires.

In Witness Whereof, Grantor hereunto sets Grantor's hand and seal the day and year first above written.

Signed, sealed and delivered in presence of:

District Aug 1 100 B

Witness Print Name: Grafy JAVV

STATE OF FLORIDA COUNTY OF **BROWNES**

My Commission Expires:

EMILY FORD
Notary Public - State of Florida
My Corem. Expires Sep 29, 2017
Commission # FF 58400

NOTARY PUBLIC
Print Name: EMILY FOLO

BRENDA REDDING

(C)

CFN # 102136479, OR BK 33563 Page 496, Page 1 of 1, Recorded 08/02/2002 at 12:06 PM, Broward County Commission, Doc. D \$504.00 Deputy Clerk 1032 Prepared bs Bride Leader 520 NE 5314 (F From Conderdale Fr 33334 **QUITCLAIM DEED** W. Baily, whose post office address is 510 NE 58 CT to grantee CLINT + BRENDA REDDING whose post office address is 520 NE 58MCT. Fort Launderhold FZ 33334 WITNESSETH, That the said grantor, for good consideration and for the sum of Ten Dollars (\$10.00) paid by the grantee, the receipt whereof is hereby acknowledged, does hereby remise, release and quitclaim unto the said grantee forever, all the right, title, interest and claim which the said grantor has in and to the following described parcel of land, and improvements and appurtenances thereto in the County of Brownd, State of Florida to wit: Audution, as recorded in flar book \$3, 43, Page (Public Records of Browned County Fromide IN WITNESS WHEREOF. The said grantee has signed and sealed these presents the day and year first above written. Signed, sealed and delivered in presence of: Signature of Grantor Signature of Witness ALLISON H. FLEAS Print pathe of Witness Print name of Witness State of Florida County of Broward On Z day of Aug., 200 Z before me appeared Edward personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/their executed the same in his/her/their authorized capacity (ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument. WITNESS my hand and official seal.

Allison M. Ellis
Commission # CC 806045
Expires Feb. 2, 2003
Bonded Thru
Atlantic Banding Co., Inc.

SEAL

(i)

elector M. Files

Signature of Notary

INSTR # 112115228, OR BK 50565 PG 1830, Page 1 of 14, Recorded 02/21/2014 at
10:37 AM, Broward County Commission, Doc M: \$210.00 Int. Tax: \$120.00 Deputy
Clerk ERECORD

This Instrument Was Prepared By: M. SCOTT KLEIMAN, ESQ. KALIS & KLEIMAN, P.A. 7320 Griffin Road, Suite 109 Davie, Florida 33314

MORTGAGE AND SECURITY AGREEMENT

THIS MORTGAGE INDENTURE, executed this 20th day of February, 2014, by and between CLINTON REDDING, a single man, whose address is 510 Northeast 58 Court, Oakland Park, Florida 33334, hereinafter called the "Mortgagor," which term as used in every instance shall include the Mortgagor's heirs, executors, administrators, successors, legal representatives and assigns, either voluntary by act of the parties or involuntary by operation of law and shall denote the singular and/or plural, the masculine and/or feminine and natural and/or artificial persons, whenever and wherever the context so requires or admits, and JOSEPH DEBELLAS, TRUSTEE OF THE JOSEPH DEBELLAS REVOCABLE TRUST DATED JULY 1, 1999, whose address is 202 SW 25th Street, Ft. Lauderdale, FL 33315, hereinafter called the "Mortgagee," which term as used in every instance shall include the Mortgagee's successors, legal representatives and assigns, including all subsequent assignees, either voluntary or by act of the parties or involuntary by operation of law.

WITNESSETH;

THAT for divers good and valuable considerations, and to secure the payment of the aggregate sum of money named in the Promissory Note of even date herewith, hereinafter mentioned, together with interest thereon or so much thereof as may be advanced, and all other sums of money secured hereby as hereinafter provided, the Mortgagor does grant, bargain, sell, alien, remise, release, convey and confirm unto the Mortgagee, in fee simple, the following described real estate of which the Mortgagor is now seized and possessed, and in actual possession situate in the County of Broward, State of Florida, legally described as

Lot 16, Block 13, of Collier Estates First Addition, according to the Plat thereof, as recorded in Plat Book 43, Page 1, of the Public Records of Broward County, Florida.

TOGETHER WITH the following property and rights (the Premises, together with such property and rights, being hereinafter collectively called "Mortgaged Property" or "Property"):

- a. All right, title and interest of Mortgagor in and to the land lying in the bed of any street, road or avenue, opened or proposed, in front of or adjoining the Premises, and in and to the appurtenances thereto;
- b. All machinery, apparatus, equipment, fittings, fixtures and articles of personal property of every kind and nature whatsoever now or hereafter located in any building or upon the Premises, or any part thereof, and used or usable in connection with any present or future occupancy of said building and now owned or hereafter acquired by Mortgagor; and,
- c. Any and all awards of payments, including interest thereon, and the right to receive the same, which may be made with respect to the Premises as a result of the exercise of the right of eminent domain, the alteration of the grade of any street, any other injury to, or decrease in the value of, the Premises, or proceeds of insurance awards, to the extent of all amounts which may be secured by this Mortgage at the date of receipt of any such award or payment by Mortgagee, and of the reasonable attorneys' fees, costs and disbursements incurred by Mortgagee in connection with the collection of such award or payment; and Mortgagor agrees to execute and deliver, from time to time, such further instruments as may be requested by Mortgagee to confirm such assignment to Mortgagee of any such award or payment.

TO HAVE AND TO HOLD the above described property unto the Mortgagee, its successors and assigns forever.

The Mortgagor hereby covenants with the Mortgagee that the Mortgagor is indefeasibly seized with the absolute and fee simple title to said property, and has full power and lawful authority to sell, convey transfer and mortgage the same; that it shall be lawful at any time hereafter for the Mortgagee to peaceably and quietly enter upon, have, hold and enjoy said property, and every part thereof; that this Mortgage is and will remain a valid and enforceable lien on the mortgaged property that said property is free and discharged from all liens, encumbrances and claims of any kind, including taxes and assessments; and that the Mortgagor hereby fully warrants unto the Mortgagee the title to said property and will defend the same against the lawful claims and demands of all persons whomsoever.

NOW, THEREFORE, the condition of this Mortgage is such that if the Mortgagor shall well and truly pay unto the Mortgagee the indebtedness evidenced by that certain Promissory Note (hereinafter sometimes called "Note" or "Mortgage Note") of even date herewith, made by the Mortgagor and payable to the Mortgagee in the principal sum of SIXTY THOUSAND AND NO/100 (\$60,000.00) Dollars, together with interest as set forth therein, and shall perform, comply with and abide by each and every of the stipulations, agreements, conditions and covenants contained and set forth in this Mortgage and in the Note secured hereby, then this Mortgage and the estate hereby created shall cease and be null and void.

AND the Mortgagor does hereby covenant and agree:

- 1. To perform, comply with and abide by each and every of the stipulations, agreements, conditions and covenants contained and set forth in said Promissory Note and this mortgage deed.
- 2. To permit, commit or suffer no waste; to comply with or cause to be complied with, all statutes, ordinances and requirements of any governmental or other authority relating to the mortgaged property; and to do or permit to be done to said premises nothing that will alter or change the use and character of said property or in any way impair or weaken the security of this Mortgage. And in case of the refusal, neglect or inability of the Mortgagor to repair and maintain said property, the Mortgagee may, at its option, make such repairs or cause the same to be made and advance monies in that behalf.
- That Mortgagor will promptly pay and discharge any and all license fees or similar charges, together with any penalties and interest thereon, which may be imposed by the jurisdiction in which the Premises are situated for the use of vaults, chutes, areas and other space beyond the lot line and under or abutting the public sidewalks in front of or adjoining the premises; that Mortgagor will promptly cure any notice of violation of law and comply with any order entered pursuant to said violation; that if Mortgagor shall default in making such payment and obtaining such discharge or in curing any such violation Mortgagee may make such payment, together with penalties and interest thereon, and obtain such discharge and cure any such violation, and the amount of such payment and the expenses incurred by Mortgagee in obtaining such discharge and curing any violation shall thereupon be secured by this Mortgage and become a lien on the Mortgaged Property; and that Mortgagor will repay the amount of such payment and such expenses to Mortgagee, together with interest thereon at the delinquent Mortgage Note rate, within fifteen (15) days after demand for said payment is made by Mortgagee to Mortgagor.
- 4. The Mortgagor, immediately upon obtaining knowledge of the institution of any proceedings for the condemnation of the Premises or any portion thereof, will notify the Mortgagee of the pendency of such proceedings. The Mortgagee may participate in any such proceedings and the Mortgagor, from time to time, will deliver to the Mortgagee all instruments requested by it to permit such participation.
- 5. That, notwithstanding any taking by eminent domain, alteration of the grade of any street or other injury to or decrease in value of the Mortgaged Property by any public or quasi-public authority or corporation, Mortgagor shall continue to pay interest as provided in the Mortgage Note until any such award or payment shall have been actually received by Mortgagee and any reduction in the principal sum resulting from the application by Mortgagee of such award or payment, as hereinafter set forth, shall be deemed to take effect only on the date of such receipt; that said award or payment may be applied, in such proportions and priority as Mortgagee in Mortgagee's

sole discretion may elect, to the payment of principal whether or not then due and payable, or any sums secured by this Mortgage and/or to payment to Mortgagor, on such terms as Mortgagee may specify, to be used for the sole purpose of altering, restoring or rebuilding any part of the Mortgaged Property which may have been altered, damaged or destroyed as a result of any such taking, alteration of grade, or other injury to the Mortgaged Property; and that, if prior to the receipt by Mortgagee of such award or payment, the Mortgagee acquires title to the Property through judicial sale or deed in lieu of foreclosure, then such award shall be applied to payment of the Mortgagee debt remaining unsatisfied after such sale or deed in lieu of foreclosure of the Mortgaged Property, the Mortgagee shall be entitled to receive such award after such sale of the Mortgaged Property through judicial proceedings, with legal interest thereon, whether or not a deficiency judgment on this Mortgage shall have been sought or recovered or denied, and of the reasonable attorney's fees, costs and disbursements incurred by Mortgagee in connection with the collection of such award or payment.

- 6. The Mortgagor will, at the cost of the Mortgagor and without expense to the Mortgagee, do, execute, acknowledge and deliver all and every such further acts, deeds, conveyances, mortgages, assigns, notices of assignments, transfers and assurances as the Mortgagee shall from time to time require, for the better assuring conveying, assigning, transferring and confirming unto the Mortgagee the property and rights hereby conveyed or assigned or intended now or hereafter so to be, or which the Mortgagor may be or may hereafter become bound to convey or assign to the Mortgagee, or for carrying out the intention or facilitating the performance of the terms of this Mortgage or for filing, registering or recording this Mortgage and on demand will execute and deliver, and hereby authorizes the Mortgagee to execute in the name of the Mortgagor to the extent it may lawfully do so, one or more financing statements, chattel mortgages or comparable security instruments, to evidence more effectively the lien hereof upon the mixed or personal property.
- a. The Mortgagor forthwith upon the execution and delivery of this Mortgage and thereafter, from time to time, will cause this Mortgage and any security instrument creating a lien or evidencing the lien hereof upon the mixed or personal property and each instrument of further assurance to be filed, registered or recorded in such manner and in such places as may be required by any present or future law in order to publish notice of and fully protect the lien hereof upon, and the interest of the Mortgagee in, the Mortgaged property.
- b. The Mortgagor will pay all filing, registration or recording fees and all expenses incident to the preparation, execution and acknowledgment of this Mortgage, any mortgage supplemental hereto, any security instrument with respect to the chattels, and any instrument of further assurance, and all federal, state, county and municipal stamp taxes and other taxes, duties, imposts, assessments and charges, other than income taxes, arising out of or in connection with the execution and delivery of the Note, this Mortgage, any mortgage supplemental hereto, any security instrument with respect to the chattels or any instrument of further assurance.

7. Tax and Insurance Escrow.

- a. Unless waived by Mortgagee, Mortgagor shall pay to Mortgagee on the payment date of installments of principal and interest as provided in the Note, together with and in addition to such installments of principal and interest, an installment of the insurance premiums for such insurance as is required hereunder, next due on the Mortgaged Property in one-twelfth (1/12) of the amount, as estimated by Mortgagee, to accumulate the sum required to pay such insurance, as applicable, thirty (30) days prior to the due date thereof. Amounts held hereunder shall not be, nor be deemed to be, trust funds, but may be commingled with the general funds of Mortgagee, and no interest shall be payable with respect thereto. Upon demand of Mortgagee, Mortgagor shall deliver to Mortgagee, within ten (10) days after such demand, such additional money as is necessary to make up any deficiencies in the amounts necessary to enable Mortgagee to pay such insurance premiums when due. In case of an Event of Default, Mortgagee may apply any amount under this Section remaining to Mortgagor's credit to the reduction of the Obligations, at such times and in such manner as Mortgagee shall determine.
- b. Unless waived by Mortgagee, Mortgagor shall (i) concurrently with the payment of principal and interest as provided in the Note, deposit in an escrow account established with Mortgagee, one-twelfth (1/12) of the amount (as reasonably determined by Mortgagee) as may be necessary such that on November 1st of each year there shall be sufficient funds in said escrow account that Mortgagee may pay the Impositions for the Mortgaged Property and obtain the 4% discount available thereupon from the applicable governmental agency. Amounts held hereunder shall not be, nor be deemed to be, trust funds, but may be commingled with the general

funds of Mortgagee, and no interest shall be payable with respect thereto. Mortgagor shall pay to Mortgagee upon demand such additional money as is necessary to make up any deficiencies in the amounts necessary to enable Mortgagee to pay such Impositions when due. Upon the occurrence of an Event of Default, Mortgagee may apply any amount hereunder remaining to Mortgagor's credit to the reduction of the Obligations, at such times and in such manner as Mortgagee shall determine.

- 8. The Mortgagor, from time to time, within ten (10) days of Mortgagor's receipt of a bill or invoice therefor, will pay and discharge all taxes of every kind and nature (including real and personal property taxes), all general and special assessments, levies, permits, inspection and license fees, all water and sewer rents and charges, and all other public charges whether of a like or different nature, imposed upon or assessed against it or the Mortgaged Property or any part thereof or upon the revenues, rents, issues, income and profits of the Mortgaged Property or arising in respect of the occupancy, use or possession thereof. The Mortgagor will upon the request of the Mortgagee, deliver to the Mortgagee receipts evidencing the payment of all such taxes, assessments, levies, fees, rents and other public charges imposed upon or assessed against it or the Mortgaged Property or the revenues, rents, issues, income or profits thereof. Notwithstanding anything herein to the contrary, Mortgagor shall pay and deliver proof thereof to Mortgagee all ad valorem and non-ad valorem taxes not later than January 15th of the year immediately following the November in which the tax bill was issued.
- 9. The Mortgagor will pay from time to time when the same shall become due, all claims and demands of mechanics, materialmen, laborers, and others which, if unpaid, might result in or permit the creation of a lien on the Mortgaged Property, whether paramount or subordinate to this Mortgage, or any part thereof, or on the revenues, rents, issues, income and profits arising therefrom and in general will do or cause to be done everything necessary so that the first lien of this Mortgage shall be preserved, at the cost of the Mortgagor, without expense to the Mortgagee.
- 10. That the Mortgagor will keep all real, mixed and personal property now or hereafter encumbered by the lien of this Mortgage insured, as may be required from time to time by the Mortgagee, against loss by fire, windstorm and other hazards, casualties and contingencies and war risks, if available, including during the course of any construction and/or development work, builders' all risk completed value, non-reporting form insurance for such periods and for not less than their full insurable value in such amounts as may be reasonably required by the Mortgagee and to pay promptly when due all premiums for such insurance. The amounts of insurance required by Mortgagee shall be the minimum amounts for which said insurance shall be written and it shall be incumbent upon the Mortgagor to maintain such additional insurance as may be necessary to meet and comply fully with all co-insurance requirements contained in said policies to the end that said Mortgagor is not a coinsurer thereunder. Insurance shall be written by a company or companies approved by the Mortgagee which approval shall not be unreasonably withheld, and all policies and renewals thereof shall be held by the Mortgagee. All detailed designations by the Mortgagor which are accepted by the Mortgagee relating to insurance, now existing or hereafter made, shall be in writing and shall be a part of this Mortgage as fully as though set forth verbatim herein, and shall govern both parties hereto and their successors and assigns. No lien upon any of said policies of insurance or upon refund or return premium which may be payable on the cancellation or termination thereof shall be given to other than the Mortgagee, except by proper endorsement affixed to such policy and approved by the Mortgagee. Each policy of insurance shall have affixed thereto a Standard Mortgagee clause without contribution, making all loss or losses under such policy payable to the Mortgagee as its interest may appear. In the event any sum or sums of money become payable thereunder, the Mortgagee shall have the option to receive and apply the same on account of the indebtedness hereby secured, or to permit the Mortgagor to receive it and use it, or any part thereof, without thereby waiving or impairing any equity, lien or right under and by virtue of this Mortgage. In the event of loss or physical damage to the Mortgaged Property, the Mortgagor shall give immediate notice thereof by mail to the Mortgagee, and the Mortgagee may make proof of loss if the same is not made promptly by Mortgagor. In the event of foreclosure of this Mortgage or other transfer of title to the Mortgaged 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.
- b. Provided no Event of Default then exists hereunder, the net insurance proceeds and net proceeds of any condemnation award (in each case after deduction only of Mortgagee's reasonable costs and expenses, if any, in collecting the same) shall be made available for the restoration or repair of the Property if, in Mortgagee's sole but reasonable judgment (a) restoration or repair is economically feasible, the value of Mortgagee's

security is not reduced, and the loss or condemnation, as applicable, does not occur in the three (3) month period preceding the stated maturity date in the Note, and (b) Mortgagor deposits with Mortgagee an amount, in cash, which Mortgagee, in its sole discretion, determines is necessary, in addition to the net insurance proceeds or net proceeds of any condemnation award, as applicable, to pay in full the cost of the restoration or repair. Mortgagor's deposits made pursuant to this paragraph shall be used before the net insurance proceeds or net proceeds of any condemnation award, as applicable, for such restoration or repair. If the net insurance proceeds or net proceeds of any condemnation award, as applicable, are made available for restoration or repair, such work shall be completed by Mortgagor in an expeditious and diligent fashion, and in compliance with all applicable laws, rules and regulations. Any condemnation award, as applicable, shall be disbursed pursuant to a construction escrow acceptable to Mortgagee. If following the final payment for the completion of such restoration or repair there are any net insurance proceeds or net proceeds of any condemnation award, as applicable, remaining such proceeds shall be paid (i) to Mortgagor to the extent Mortgagor was required to make a deposit pursuant to this paragraph and (ii) then to Mortgagor. If an Event of Default then exits, or any of the conditions set forth in subparagraphs of this Paragraph 10(b) have not been met or satisfied, the net insurance proceeds or net proceeds of any condemnation award, as applicable shall be applied to the indebtedness secured hereby, whether or not due and payable, with any excess paid to Mortgagor.

- 11, The Mortgagor shall not transfer, or agree to transfer, in any manner, either voluntarily or involuntarily, directly or indirectly by operation of law or otherwise, all or any portion of the Mortgaged Property, or any interest therein, without in any such case, the prior written consent of Mortgagee or as otherwise provided for herein. Mortgagee may grant or deny such consent in its sole discretion and, if consent should be given, any such transfer shall be subject to this Mortgage and the other documents, and any such transferee shall assume all of Mortgagor's obligations hereunder and thereunder and agree to be bound by all provisions and perform all obligations contained herein and therein, Mortgagor covenanting and agreeing that the rights and obligations of Mortgagee hereunder and thereunder shall in no way be altered, diminished or otherwise affected thereby. Consent to one such transfer shall not be deemed a waiver of the right to require consent to future or successive transfers. As used in this Paragraph 11, "transfer" shall include without limitation (i) any sale, assignment, lease or conveyance of the Mortgaged Property or any part thereof, or any interest therein, except transfers as part of an estate plan and/or leases for occupancy subordinate to this Mortgage; (ii) if the Mortgagor should at any time be a partnership or a limited liability company, the sale, assignment or conveyance of any general partnership interest in Mortgagor, or the sale of more than fifty Percent (50%) of the voting stock, partnership or member interests in any general partner or member of Mortgagor; (iii) if the Mortgagor should at any time be a corporation, any sale, assignment or conveyance of more than fifty (50%) percent of the voting stock thereof; and (iv) conveyance of all or any part of the beneficial interest of Mortgagor to a Trustee under a Land Trust, and if the beneficiary thereof should at any time be a partnership, the sale, assignment or conveyance of any general Partnership interest in such beneficiary, or the sale of more than fifty percent (50%) of the voting stock or partnership interests in any general partner of such beneficiary, or if the beneficiary thereof should at any time be a corporation, the sale, assignment or conveyance of more than fifty (50%) percent of the voting stock of said beneficiary.
- b. The Mortgagor shall not encumber, or agree to encumber in any manner, either voluntarily or involuntarily, directly or indirectly, by operation of law or otherwise, all or any portion of the Mortgaged Property, or any interest therein, without, in any such case, the prior written consent of the Mortgagee. The Mortgagee may grant or deny such consent in its sole discretion and, if consent should be given, any such encumbrance shall not be deemed to be a waiver of the right to require consent to future or successive encumbrances. As used herein, "encumber" shall include, without limitation, the placing or permitting the placing of any mortgage assignment of rents or other security device, including, but not limited to, a wrap around mortgage, on the Mortgaged Property.
- 12. The Mortgagee may, at its option and without waiving of its right to accelerate the indebtedness hereby secured and to foreclose the same, pay either before or after delinquency any or all of those certain obligations required by the terms hereof to be paid by the Mortgagor for the protection of the mortgage securing or for the collection of the indebtedness hereby secured. All sums so advanced or paid by the Mortgagee shall be charged into the mortgage account and every payment so made shall bear interest from the date thereof at the delinquent rate specified in said Mortgage Note and become an integral part thereof, subject in all respects to the terms, conditions and covenants of the aforesaid Note and this Mortgage, as fully and to the same extent as though a part of the original indebtedness evidenced by said Note and secured by this Mortgage.

- 13. That the abstract(s) of title, if any, covering the Mortgaged Property shall at all times, during the life of this Mortgage, remain in the possession of the Mortgagee and in the event of the foreclosure of this Mortgage or other transfer of title to the Mortgaged Property in extinguishment of the indebtedness secured hereby all right, title, and interest of the Mortgagor in and to any such abstract(s) of title shall pass to the purchaser or grantee.
- 14. To pay all and singular the costs, charges and expenses including attorneys' fees, reasonably incurred or paid at any time by the Mortgagee because of the failure of the Mortgagor to perform, comply with and abide by each and every stipulation, agreement, condition and covenant of said promissory note and of this Mortgage, or either.
- 15. That in order to accelerate the maturity of the indebtedness hereby secured because of the failure of the Mortgagor to pay any tax assessment, liability, obligation or encumbrance upon said property as herein provided, it shall not be necessary nor requisite that the Mortgagee shall first pay the same.
- 16. That any failure by Mortgagee to insist upon the strict performance by Mortgagor of any of the terms and provisions hereof shall not be deemed to be a waiver of any of the terms and provisions hereof, and Mortgagee, notwithstanding any such failure, shall have the right thereafter to insist upon the strict performance by Mortgagor of any and all of the terms and provisions of this Mortgage to be performed by Mortgagor. That Mortgagee may release, regardless of consideration, any part of the security held for the indebtedness secured by this Mortgage without, as to the remainder of the security, in any way impairing or affecting the lien of this Mortgage or the priority of such lien over any subordinate lien, and that the Mortgagee may resort, for the payment of the indebtedness secured by this Mortgage, to any other security therefore held by the Mortgagee in such order and manner as Mortgagee may elect.
- 17. That if the Mortgagor shall fail, neglect or refuse for a period of ten (10) days fully and promptly to pay the amounts required to be paid by the Note hereby secured or the interest therein specified or any of the sums of money herein referred to or hereby secured, including payments to the holder of a superior Mortgage ("Monetary Default"), or otherwise duly, fully and promptly to perform, execute, comply with and abide by each, every or any of the covenants, conditions or stipulations of this Mortgage and the Promissory Note hereby secured ("Non-Monetary Default") within thirty (30) days after written notice for Non-Monetary Defaults and demand to satisfy, comply with or abide by same (provided, however, if such covenants, conditions or stipulations cannot by its nature be cured within thirty (30) days and if Mortgagor commences to cure such failure promptly after written notice and thereafter diligently pursues the curing thereof, Mortgagor shall have a period of sixty (60) additional days to effect a cure), then and in either or any of such events, without any additional notice or demand, the said aggregate sum mentioned in said Promissory Note, less previous payments if any, and any and all sums mentioned herein or secured hereby shall become due and payable forthwith or thereafter at the continuing option of the Mortgagee as fully and completely as if said aggregate sums were originally stipulated to be paid at such time, anything in said Promissory Note or herein to the contrary notwithstanding, and the Mortgagee shall be entitled thereupon or thereafter, without notice or demand, to institute suit at law or in equity to enforce the rights of the Mortgagee hereunder or under said Promissory Note. Monetary Defaults and Non-Monetary Defaults are sometimes hereinafter collectively called "Events of Default." In the event of any Event of Default or breach on the part of the Mortgagor hereunder or under said Promissory Note (following applicable notices and the passage of applicable cure periods), the Mortgagee shall have the continuing option to enforce payment of all sums secured hereby by action at law or by suit in equity to foreclose this Mortgage, either or both, concurrently or otherwise, and one action or suit shall not abate or be a bar to or waiver of the Mortgagee's right to institute or maintain the other, provided said Mortgagee shall have only one (I) payment and satisfaction of said indebtedness. Mortgagee shall not be required to give written notices of Monetary Defaults.
- 18. That in the event that Mortgagor shall (a) consent to the appointment of a receiver, trustee, or liquidator of all or a substantial part of Mortgagor's assets, or (b) be adjudicated a bankrupt, or admit in writing its inability to pay its debts as they become due or (c) [INTENTIONALLY DELETED] or (d) file a petition or answer seeking reorganization or arrangement with creditors, or to take advantage of any insolvency law or (e) file an answer admitting the material allegations of a petition filed against the Mortgagor in any bankruptcy, reorganization or insolvency proceeding or (f) action shall be taken by the Mortgagor for the purpose of effecting any of the foregoing or (g) any order, judgment or decree shall be entered upon an application of a creditor or Mortgagor by a

court of competent jurisdiction approving a petition seeking appointment of a receiver or trustee of all or a substantial part of the Mortgagor's assets and such order, judgment or decree shall continue unstayed and in effect for any period of thirty (30) consecutive days, the Mortgagee may declare the Note hereby secured forthwith due and payable, whereupon the principal and the interest accrued on the Note and all other sums hereby secured shall become forthwith due and payable as if all of the said sums of money were originally stipulated to be paid on such day; and thereupon the Mortgagee without notice or demand may prosecute a suit at law and/or in equity as if all monies secured hereby had matured prior to its institution.

- 19. If foreclosure proceedings should be instituted against the Property covered by this Mortgage upon any other lien or claim whether alleged to be superior or junior to the lien of this Mortgage, the Mortgage may, at its option, immediately upon institution of such suit or during the pendency thereof, declare this Mortgage and the indebtedness secured hereby due and payable forthwith and may at its option proceed to foreclose this Mortgage.
- 20. It is further covenanted and agreed by said parties that in the event of a suit being instituted to foreclose this Mortgage, the Mortgagee shall be entitled to apply at any time pending such foreclosure suit to the court having jurisdiction thereof for the appointment of a receiver of all and singular the Mortgaged Property, and thereupon it is hereby expressly covenanted and agreed that the court shall forthwith appoint such receiver with the usual powers and duties of receivers in like cases; and said appointment shall be made by the court as a matter of strict right to the Mortgagee, and without reference to the adequacy or inadequacy of the value of the property hereby mortgaged, or to the solvency or insolvency of the Mortgagor or any other party defendant to such suit. The Mortgagor hereby specifically waives the right to object to the appointment of a receiver as aforesaid and hereby expressly consents that such appointment shall be made as an admitted equity and as a matter of absolute right to the Mortgagee and that the same may be done without notice to the Mortgagor.
- During the continuance of any such Event of Default, the Mortgagee personally, or by its agents or attorneys, may enter (following any applicable notice to Mortgagor and the passage of any applicable cure period) into and upon all or any part of the Premises, and each and every part thereof, and may exclude the Mortgagor, its agents and servants wholly therefrom; and having and holding the same, may use, operate, manage and control the Premises and conduct the business thereof, either personally or by its superintendents, managers agents, servants, attorneys or receivers; and upon every such entry, the Mortgagee at the expense of the Mortgaged Property or the Mortgagor from time to time either by purchase, repairs or construction, may maintain and restore the Mortgaged Property, whereof it shall become possessed as aforesaid, may complete the construction or development of the improvements and, in the course of such completion may make such changes in the contemplated improvements as it may deem desirable and may insure the same; and likewise, from time to time at the expense of the Mortgaged Property or the Mortgagor, the Mortgagee may make all necessary or proper repairs, renewals and replacements and such useful alterations, additions, betterments and improvements thereto and thereon as to it may deem advisable: and in every such case the Mortgagee shall have the right to manage and operate the Mortgaged Property and to carry on the business thereof and exercise all rights and powers of the Mortgagor with respect thereto either in the name of the Mortgagor or otherwise as it shall deem best; and the Mortgagee shall be entitled to collect and receive all earnings, revenues, rents, issues, profits and income of the Mortgaged Property and every part thereof, all of which shall for all purposes constitute property of the Mortgagor and after deducting the expenses of conducting the business thereof and of all maintenance, repairs, renewals, replacements, alterations, additions, betterments and improvements and amounts necessary to pay for taxes, assessments, insurance and prior or other proper charges upon the Mortgaged Property or any part thereof, as well as just and reasonable compensation for the services of the Mortgagee and for all attorneys, agents, clerks, servants and others employed by it properly engaged and employed, the Mortgagee shall apply the monies arising as aforesaid, first to the payment of the principal of the Note and the interest thereon, when and as the same shall become payable and second, to the payment of any other sums required to be paid by the Mortgagor under this Mortgage.
- 22. Mortgagor hereby collaterally assigns and transfers to Mortgagee all the leases, subleases, franchises, rents, issues and profits of the Mortgaged Property, and hereby gives to and confers upon Mortgagee the right, power and authority to collect such rents, issues and profits as herein set forth. Mortgagor irrevocably appoints Mortgagee its true and lawful attorney-in-fact, at the option of Mortgagee, immediately and without further legal action being necessary, to demand, receive and enforce payment, to give receipts, releases and satisfactions, and to sue, in the name of Mortgagor or Mortgagee, for all such rents, issues and profits and apply the same to the indebtedness secured hereby; provided,

however, that Mortgagor shall have the right to collect such rents, issues and profits (but not more than one month in advance) prior to or at any time there is not an Event of Default under this Mortgage.

Upon any Event of Default under this Mortgage, Mortgagee may, at any time without notice, either in person, by agent or by a receiver appointed by a court, and without regard to the adequacy of any security for the indebtedness hereby secured, enter upon and take possession of the Mortgaged Property, or any part thereof, in its own name, sue for or otherwise collect such rents, issues and profits, including those past due and unpaid, apply the same, less costs and expenses of operation and collection, including attorneys' fees, upon any indebtedness secured hereby, and in such order as Mortgagee may determine. The collection of such rents, issues and profits, or the entering upon and taking possession of the Mortgaged Property, or the application thereof as aforesaid, shall not cure or waive any default or notice of default hereunder or invalidate any act done in response to such Event of Default or pursuant to such notice of default.

Except as hereinafter specifically provided, Mortgagor shall not, without the prior written consent of the Mortgagee, assign the rents, issues or profits, or any part thereof, from the Mortgaged Property or any part thereof, and shall not consent to the modification, cancellation or surrender of any lease or sublease covering the Mortgaged Property. An action of Mortgagor in violation of the terms of this Section shall be void as against Mortgagee in addition to being a default under this Mortgage.

The Mortgagor shall not, without the consent of the Mortgagee, consent to the cancellation or surrender or, accept prepayment of rents, issues or profits, other than rent paid at the signing of a lease or sublease, under any lease or sublease now or hereafter covering the Mortgaged property or any part therof, nor modify any such lease or sublease so as to shorten the term, decrease the rent, accelerate the payment of rent, or change the terms of any renewal option; and any such purported assignment cancellation, surrender, prepayment or modification made without the written consent of the Mortgagee shall be void as against the Mortgagee. The Mortgagor shall, upon demand of the Mortgagee, enter into an agreement with the Mortgagee with respect to the provisions contained in the preceding provision regarding any lease or sublease covering said Mortgaged Property or any part thereof, and the Mortgagor hereby appoints the Mortgagee attorney-in-fact of the Mortgagor to execute and deliver any such agreement on behalf of the Mortgagor an deliver written notice thereof to the tenant to whose lease such agreement relates.

The Mortgagor agrees to furnish to the Mortgagee a copy of any modification of any lease presently in effect and copies of all future leases affecting the Mortgaged Property covered by this Mortgage, and failure to furnish to the Mortgagee a copy of any modification of a lease or a copy of any future lease affecting said Mortgaged Property, shall be deemed an Event of Default under this Mortgage and the Note, for which the holder of this Mortgage may, at its option, declare the entire unpaid balance of the subject Mortgage and Note to be immediately due and payable.

All leases or subleases hereafter entered into by Mortgagor with respect to the Mortgaged Property or any part thereof, shall be subordinate to the lien of this Mortgage unless expressly made superior to this Mortgage in the manner hereinafter provided. At any time or times Mortgagee may execute and record in the appropriate Office of the Register or County Clerk of the County where the Premises are situated, a Notice of Subordination reciting that the lease or leases therein described shall be superior to the lien of this Mortgage and shall be superior to the lien of this Mortgage and shall be superior to the lien of this Mortgage and shall be extinguished by any foreclosure sale hereunder.

- 23. In case of proceedings by or against the Mortgagor in insolvency or bankruptcy or any proceedings for its reorganization or involving the liquidation of its assets then, and in such case, the Mortgagee shall be entitled to prove the whole amount of principal and interest due upon the Note to the full amount thereof and all other payments, charges and costs due under this Mortgage, without deducting therefrom any proceeds obtained from the sale of the whole or any part of the Mortgaged Property; provided, however, that in no case shall the Mortgagee receive a greater amount than such principal and interest and such other payments, charges and costs from the aggregate amount of the proceeds of the sale of the mortgaged property and the distribution from the estate of the Mortgagor.
- 24. That the Mortgagee shall have the right from time to time, to take action to recover any sums, whether interest, principal or any installment of either, or any other sums required to be paid under the terms of this Mortgage, as the same become due, without regard to whether or not the principal sum secured, or any other sums

mortgage existing at the time such earlier action was commenced. No remedy conferred or reserved to the Mortgage herein or in the Mortgage Note is intended to be exclusive of any other remedy or remedies, and each and dary with remedy shall be cumulative, and shall be in addition to every other remedy given to the Mortgagee now or hereafter existing at law or in equity or by statute. No delay or omission of the Mortgagee to exercise any right or power accruing upon any Event of Default herein, or in the Mortgage Note, shall impair any such default or an acquiescence therein; and every power and remedy given by the Mortgage herein or in the Mortgagee. Nothing in this Mortgagee, may be exercised from time to time as often as may be deemed expedient by the Mortgagee. Nothing in this Mortgage or in the Note shall affect the obligation of the Mortgagor to pay the principal of, and interest on, the Note in the manner and at the time and place therein respectively expressed.

- 25. The Mortgagor will not, at any time, insist upon or plead, or in any manner whatever, claim or take any benefit or advantage of, any stay or extension of moratorium law, any exemption from execution or sale of the mortgaged property or any part thereof, wherever enacted, now or at any time hereafter in force, which may affect the covenants and terms of performance of this Mortgage, nor claim, take or insist upon any benefit or advantage of any law now or hereafter in force providing for the valuation or appraisal of the Mortgaged Property, or any part thereof, prior to any sale or sales thereof which may be made pursuant to any provision herein, or pursuant to the decree, judgment or order of any court of competent jurisdiction; nor, after any such sale or sales, claim or exercise any right under any statute heretofore or hereafter enacted, by any governmental authority or otherwise, to redeem the property so sold or any part thereof, and the Mortgagor hereby expressly waives all benefit or advantage of any such law or laws, and covenants not to hinder, delay or impede the execution of any power herein granted or delegated to the Mortgagee, but to suffer and permit the execution of every power as though no such law or laws had been made or enacted. The Mortgagor for itself and all who claim under it, waives, to the extent that it lawfully may, all right to have the mortgaged property marshalled upon any foreclosure hereof.
- 26. To the extent of the indebtedness of the Mortgager to the Mortgagee described herein or secured hereby, the Mortgagee is hereby subrogated to the lien or liens and to the rights of the owners and holders thereof, of each and every mortgage, lien or other encumbrance on the land described herein which is paid and/or satisfied, in whole or in part, out of the proceeds of the loan described herein secured hereby, and the respective liens of said mortgages, liens or encumbrances, shall be and the same and each of them hereby is preserved and shall pass to and be held by the Mortgagee herein as security for the indebtedness to the Mortgagee herein described or hereby secured, to the same extent that it would have been preserved and would have been passed to and been held by the Mortgagee had it been duly and regularly assigned, transferred set over and delivered unto the Mortgagee by separate deed of assignment, notwithstanding the fact that the same may be satisfied and cancelled of record, it being the intention of the parties hereto that the same will be satisfied and cancelled of record by the holders thereof at or about the time of the recording of this Mortgage.
- 27. In the event any one or more of the provisions contained in this Mortgage or in the Mortgage Note shall, for any reason, be held to be inapplicable, invalid, illegal or unenforceable in any respect, such inapplicability, invalidity, illegality or unenforceability shall, at the option of the Mortgagee, not affect any other provision of this Mortgage, but this Mortgage shall be construed as if such applicable, invalid, illegal or unenforceable provision had never been contained herein or therein.
- All notices, offers, acceptances, rejections, consents, requests and other communications hereunder shall be in writing and shall be deemed to have been given (i) when delivered in person, or (ii) when sent by telecopier, telex or other telegraphic means (with receipt confirmed), or (iii) on receipt after being sent by express mail or delivery service guaranteeing overnight delivery, provided that in each of (i), (ii) and (iii) a copy is mailed by first class registered or certified mail, postage prepaid, return receipt requested, in each case addressed as set forth on the first page of this Mortgage, or to such other person or address as any such party shall furnish by notice to the other parties in writing. Notices need not be given or made by an officer of either party but shall be deemed sufficiently given if made by the counsel of such party, and all of such notices shall be deemed in compliance hereof provided only that they be given in the manner specified herein.
- 29. All of the grants, covenants, terms, provisions and conditions herein shall run with the land and shall apply to, bind and inure to the benefit of the successors and assigns of the Mortgagor and successors and assigns of the Mortgagee.

- 30. That, if the said Mortgagor fails to pay all taxes and assessments against the said Mortgaged Property prior to the date on which the same become delinquent, Mortgagee shall have the right, in its sole and absolute discretion, to pay any such amounts due for taxes and assessments, and that, upon the advancement of the same, such amounts shall be added to the then outstanding principal balance of the Note, and such amounts shall be secured by the lien of this Mortgage. Further, if the said Mortgagor fails to pay any and/or all insurance premiums prior to the due date for the same, upon the receipt of notice of such non-payment of any such policies, Mortgagee shall have the right, in its sole and absolute discretion, to pay any such amounts due for such premiums, prior to cancellation or lapse of such policies, or force-place such coverages deemed reasonable and necessary by Mortgagee, in its sole and absolute discretion, so as to protect Mortgagee's interest in the Mortgaged Property as evidenced by this Mortgage, and that, upon the advancement of the same, such amounts shall be added to the then outstanding principal balance of the Note, and such amounts shall be secured by the line of this Mortgage. Any advancements made hereunder which serve to pay any delinquent taxes or assessments, or to keep in force or secure insurance in connection with the Mortgaged Property or the Note, this Mortgage or any other Loan Document, shall not be deemed to be or construed as a cure of any default by Mortgagor or a waiver of either such default or Mortgagee's rights and remedies in the event of the same.
- 31. That the Mortgagor will, on the request of the Mortgagee, furnish a written statement of the amount owing on the obligation which this Mortgage secures and therein state whether or not Mortgagor claims any defenses or offsets thereto. The Mortgagee agrees that it will, on request of the Mortgagor furnish a written statement of the amount owing on the obligation which this Mortgage secures and therein state whether or not Mortgagor is current in its payments and whether Mortgagee has knowledge of any defaults hereunder specifying therein the nature of such defaults, if any.
- 32. The Mortgagor covenants that in the event the ownership of the Property or any part thereof becomes vested in a person other than the Mortgagor, the Mortgagee may, without notice to the Mortgagor, deal with such successor or successors in interest with reference to this Mortgage, and the debt secured hereby in the same manner as with the Mortgagor and may forbear to sue or may extend time for payment of the debt secured thereby, without discharging or in any way affecting the liability of the Mortgagor hereunder or upon the debt hereby secured.
 - 33. That this Mortgage cannot be changed orally.
- 34. That it is the intent hereof to secure payment of the Note whether the full amount thereof shall have been advanced to the Mortgagor at the date hereof or at a later date, and the Mortgagoe may, at the sole option of the Mortgagee, from time to time make future advances to the Mortgagor, which advances shall be secured by this Mortgage, provided, however, that the total principal sum secured hereby and remaining unpaid including any such advances, shall not at any time exceed twice the original sum of the Note as set forth above (or such other maximum amount as may from time to time be permitted by law). All such future advances shall be made within the time limit authorized by Florida law for making valid future advances with interest and all indebtedness hereby. All provisions of this Mortgage shall apply to any future advances made pursuant to the provisions of this paragraph. Nothing herein contained shall limit the amount secured by this Mortgage, if such amount is increased by advances made by the Mortgagee as herein elsewhere provided and authorized for the protection of the security of the Mortgage.
- 35. If from any circumstances whatever, fulfillment of any provision of this Mortgage or the Note secured by it at the time performance of said provision shall be due, shall involve trascending the limit of validity prescribed by the usury statutes of Florida, or any other law of Florida then ipso facto the obligation to be fulfilled shall be reduced to the limit of such validity.
- 36. The Mortgager agrees to pay all real and personal property taxes assessed against the Mortgaged Property and to present to the Mortgagee receipts evidencing said payments on or before January 15th of the year immediately succeeding the November in which the tax bill was rendered. A failure to comply with the terms of this paragraph shall be a default in this Mortgage and the Mortgagee shall thereafter have the right to accelerate the payment of the unpaid principal indebtedness and to enforce this Mortgage according to the terms hereof.

- 37. From and after the occurrence of an Event of Default under this Mortgage and the Note which it secures, or the maturity thereof, whether normal maturity or accelerated maturity, both the unpaid principal balance and accrued interest, on the Note, shall bear interest at the highest lawful rate.
- 38. In the event any law is passed in the State of Florida which would impose upon the Mortgagee an obligation to pay any tax other than income taxes or the intangible personal property tax paid at the time of the recordation of this Mortgage, then and in such event, the Mortgagor immediately upon demand will reimburse the Mortgagee for the amount of such tax paid by Mortgagee. If the Mortgagor is prohibited by law from making such reimbursement to the Mortgagee, or if the payment of such reimbursement by the Mortgagor would result in the violation of any statute of the State of Florida, the Mortgagee, at its option, shall have the right to declare the unpaid principal indebtedness plus accrued interest immediately due and payable.
 - 39. This Mortgage shall be construed and governed by the laws of the State of Florida.
- 40. In addition to the lien on and security interest in the realty and improvements created hereby, this Mortgage shall, to the extent applicable, constitute a security agreement with respect to all personal property secured hereby; and the Mortgagor hereby agrees to execute and deliver on demand and hereby irrevocably authorizes and appoints the Mortgagee, the attorney-in-fact of the Mortgagor, jointly or severally, to execute in the name of the Mortgagor, deliver and, if appropriate, to file with the appropriate filing officer or office such security agreements, financing statements and comparable instruments as the Mortgagee may require in order to impose, perfect or more effectively evidence the lienor security interest hereby created. In addition to any other rights and remedies provided herein or by law, the Mortgagee shall be entitled to pursue any and all remedies of a secured party under the Uniform Commercial Code and other applicable statutes of the place or places where the Mortgaged Property is located, it being hereby agreed that ten (10) days' notice as to the time and place of any sale shall be reasonable.
- 41. The Mortgagor shall faithfully and fully comply with and abide by each and every term, covenant, and condition of any superior mortgage or mortgages and never permit the same to go into default. A default or delinquency under any superior mortgage or mortgages shall automatically and immediately constitute an Event of Default under this Mortgage. The Mortgagee is hereby expressly authorized at the option of the Mortgagee, to advance all sums necessary to keep any superior mortgage or mortgages in good standing, and all sums so advanced together with interest thereon at the default rate set forth in the Note shall be determined additional monies owed by the Mortgagor to the Mortgagee, shall be payable on demand of the Mortgage, and secured by the lien of this Mortgage.
- That no extension of the time or modification of the terms of payment of the Promissory Note and no release of any part or parts of the Mortgaged Property by the Mortgagee shall release, relieve or discharge the Mortgagor from the payment of any sums hereby secured but in such event the Mortgagor shall nevertheless be liable to pay such sums according to the terms of such extension or modification unless specifically released and discharged in writing by the Mortgagee. Any acceptance by the Mortgagee of late or part payment of any installment of principal or interest, or both, or of late or part performance of any covenant or delay by the Mortgagee for any period of time in exercising the option to mature the entire debt secured hereby shall not operate as a waiver or forfeiture of the right to exercise such option to mature the entire debt secured hereby. THE MORTGAGOR ACKNOWLEDGES THAT THE FOREGOING MAY RESULT IN A MODIFICATION OF THE COMMON LAW RULES OF WAIVER AND ESTOPPEL. THE MORTGAGOR AFFIRMATIVELY STATES THAT SUCH MODIFICATION IS INTENDED, IT BEING IN THE BEST INTEREST OF THE MORTGAGOR TO PERMIT THE MORTGAGEE FLEXIBILITY IN RESPONDING TO VARIOUS SITUATIONS. As an example, it is to the Mortgagor's benefit that the Mortgagee not be obligated to accelerate the obligations of the Mortgagor secured hereby where the Mortgagor fails to make a payment when it is due; rather the Mortgagee may permit said late payment without prejudicing the Mortgagee's rights hereunder.
- 43. a. <u>Hazardous Waste</u>. "Hazardous Waste" shall mean and include 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 or dangerous waste, substance or material as now or at any time in effect.

b. Representations and Warranties: Mortgagor specifically represents and warrants that the use and operation of the Mortgaged Property comply with all applicable environmental laws, rules and regulations, including, without limitation, the Federal Resource Conservation and Recovery Act and the Comprehensive Environmental Response Compensation and Liability Act of 1980 and all amendments and supplements thereto and Mortgagor shall continue to comply therewith at all times. Specifically, and without limiting the generality of the foregoing, there are not now and there shall not in the future be any Hazardous Waste located or stored in, upon or at the Mortgaged Property, and there are not now nor shall there be at any time any releases or discharges from the Mortgaged Property.

c. <u>Indemnification</u>:

- (1) Mortgagor hereby agrees to indemnify Mortgagee and hold Mortgagee harmless from and against any and all losses, liabilities, including strict liability, damages, injuries, expenses, including attorneys' fees for attorneys of Mortgagee's choice, costs of any settlement or judgment and claims of any and every kind whatsoever paid, incurred or suffered by, or asserted against, Mortgagee by a person or entity or governmental agency for, with respect to, or as a direct or indirect result of, the presence on or under, or the escape, seepage, leakage, spillage, discharge, emission or release from the Mortgaged property of any hazardous waste (including, without limitation, any losses, liabilities, including strict liability, damages, injuries, expenses, including attorney's fees for attorneys of Mortgagee's choice, costs of any settlement or judgments or claims asserted or arising under the Comprehensive Environmental Response, Compensation and Liability Act, any federal, state or local "Superfund" or "Superlien" laws, and any and all other statutes, laws, ordinances, codes, rules, regulations, orders or decrees regulating, with respect to or imposing liability, including strict liability, substances or standards of conduct concerning any hazardous waste), regardless of whether within Mortgagor's control.
- (2) The aforesaid indemnification and hold harmless agreement shall benefit Mortgagee from the date hereof and shall continue notwithstanding payment, release or discharge of this Mortgage or the Indebtedness, and, without limiting the generality of the foregoing, such obligations shall continue for the benefit of Mortgagee and any subsidiary of Mortgagee during and following any possession of the Mortgaged Property thereby or any ownership of the Mortgaged Property thereby, whether arising by foreclosure or deed in lieu of foreclosure or otherwise, such indemnification and hold harmless agreement to continue forever.
- d. <u>Notice of Environmental Complaint</u>. If Mortgagor shall receive any notice of: (i) the happening of any material event involving the spill, release, leak, seepage, discharge or cleanup of any Hazardous Waste on the Land or in connection with Mortgagor's operations thereon; or (ii) any complaint, order, citation or material notice with regard to air emissions, water discharges or any other environmental, health or safety matter affecting Mortgagor (an "Environmental Complaint") from any person or entity, then Mortgagor promptly shall notify Mortgagee orally and in writing of said notice.
- e. <u>Mortgagee's Reserved Rights</u>. In the event of receipt of an Environmental Complaint, Mortgagee shall have the right, but not the obligation (and without limitation of Mortgagee's rights under this Mortgage) to enter onto the Mortgaged Property or to take such other actions as it shall deem necessary or advisable to clean up, remove, resolve or minimize the impact of, or otherwise deal with, any such Hazardous Waste or Environmental Complaint following receipt of any notice from any person or entity having jurisdiction asserting the existence of any Hazardous Waste or an Environmental Complaint pertaining to the Mortgaged Property or any part thereof which if, true, could result in an order suit or other action against Mortgagor and/or which, in Mortgagee's sole opinion, could jeopardize its security under this Mortgage. All reasonable costs and expenses incurred by Mortgagee in the exercise of any such rights shall be secured by this Mortgage and shall be payable by Mortgagor upon demand.
- f. Environmental Audits. If Mortgagee shall have reason to believe that Hazardous Waste has been discharged on the Mortgaged Property, Mortgagee shall have the right, in its sole discretion, to require Mortgagor to perform periodically to Mortgagee's satisfaction (but not more frequently than annually unless an Environmental Complaint shall be then outstanding), at Mortgagor's expense, an environmental audit and, if deemed necessary by Mortgagee, an environmental risk assessment of: (a) the Mortgaged Property; (b) hazardous waste management practices and/or (c) Hazardous Waste disposal sites used by Mortgagor. Said audit and/or risk

assessment must be by an environmental consultant satisfactory to Mortgagee. Should Mortgagor fail to perform any such environmental audit or risk assessment within thirty (30) days after Mortgagee's request, Mortgagee shall have the right to retain an environmental consultant to perform such environmental audit or risk assessment. All costs and expenses incurred by Mortgagee in the exercise of such rights shall be secured by this Mortgage and shall be payable by Mortgagor upon demand.

- g. <u>Breach.</u> Any breach of any warranty, representation or agreement contained in this Section shall be an Event of Default and shall entitle Mortgagee to exercise any and all remedies provided in this instrument, or otherwise permitted by law.
- 44. The Mortgagor expressly represents to the Mortgagee that there is no, nor will there be in the future, asbestos insulation in the improvements to the real property encumbered by this Mortgage. The Mortgagor agrees to indemnify, defend and hold the Mortgagee harmless from and against any loss, cost or expense incurred by the Mortgagee, including without limitation attorneys' fees at both trial and appellate levels, incurred by the Mortgagee as a result of such present or future existence of asbestos insulation.
- 45. American With Disabilities Act: Mortgagor covenants and agrees that, during the term of the loan evidenced by the Note, the Mortgaged Property is and will be in full compliance with the Americans With Disabilities Act ("ADA") of July 26, 1990, 42 U.S.C. Section 12191, et. seq. as amended from time to time, and the regulations promulgated pursuant thereto. Mortgagor shall be solely responsible for all ADA compliance costs, including without limitation, attorneys' fees and litigation costs, which responsibility shall survive the repayment of the loan evidenced by the Note and foreclosure of the Mortgaged Property.
- 46. If at any time the State of Florida shall determine that the Intangible Tax paid in connection with this Mortgage is insufficient and/or that the Documentary Stamps affixed to the Note or hereto are insufficient and that additional Intangible tax should be paid and/or that additional Documentary Stamps should hereafter be affixed, the Mortgagor shall pay for the same, together with any interest or penalties imposed in connection with such determination, and the amount of money needed to pay for such tax stamps and penalties shall, until such tax is paid and stamps are purchased and affixed by Mortgagor, be a portion of the indebtedness secured by this Mortgage and bear interest from the date of such payment by Mortgagee, if Mortgagee elects to pay same, at the highest lawful rate.
- 47. Mortgagee has no obligation in connection with the Mortgaged Property, except to advance the proceeds of the Note as therein provided, and the Mortgagee shall not be liable for the performance or non-performance or delay in performance of any contractor, subcontractor or supplier of materials, or for the quality of workmanship or materials, or for the failure to construct, complete, protect or insure any improvements or for the payment of any costs or expenses incurred in connection therewith, or for the performance or non-performance or delay in performance of any obligation of Mortgager to Mortgagee. Any inspection by Mortgagee of the Mortgaged property, or other activities in the nature thereof shall only be for the sole and separate benefit of Mortgagee and for the purpose of protecting the security of Mortgagee. Mortgagor has no right to rely on any procedures required by Mortgagee.
- 48. MORTGAGOR AND MORTGAGEE HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVE ANY AND ALL RIGHT THEY MAY HAVE TO A TRIAL BY JURY IN RESPECT TO ANY LITIGATION (INCLUDING BUT NOT LIMITED TO, ANY CLAIMS, CROSS CLAIMS OR THIRD PARTY CLAIMS ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS MORTGAGE, THE OTHER LOAN DOCUMENTS OR THE TRANSACTIONS CONTEMPLATED HEREIN. MORTGAGOR HEREBY CERTIFIES THAT NO REPRESENTATIVE OR AGENT OF THE MORTGAGEE, NOR THE MORTGAGEE'S COUNSEL HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT THE MORTGAGEE WOULD NOT, IN THE EVENT OF SUCH LITIGATION, SEEK TO ENFORCE THIS WAIVER OF RIGHT TO JURY TRIAL PROVISION. MORTGAGOR ACKNOWLEDGES THAT THE MORTGAGEE HAS BEEN INDUCED TO ENTER INTO THIS LOAN, INCLUDING THIS MORTGAGE, BY, INTER ALIA, THE PROVISIONS OF THIS PARAGRAPH.

IN WITNESS WHEREOF, this Mortgage has been executed as of the day and year first above written.

Signed, sealed and delivered in the presence of: Print Name: A fout Klein Print Name: A fout Klein Brint Name: Au Kew Neiwith	CLINTON REDDING
STATE OF FLORIDA) COUNTY OF Brown) SS:	
The foregoing instrument was acknowledged this2 man, who is personally known to me or has produced	day of February, 2014, by CLINTON REDDING, a single of the land as identification.
[Notariał Seal]	Notary Public State of Commission Expires:

E:\kim\FILE Work\DEBELLAS Redding loan\Mortgage and Security Agreement docx



Instr# 115224773 , Page 1 of 2, Recorded 07/26/2018 at 02:24 PM Broward County Commission

**** FILED: BROWARD COUNTY, FL Brenda D. Forman, CLERK 7/19/2018 12:05;47 PM.****

COUNTY COURT DISPOSITION ORDER IN A		COUNTY, FLO	•
DATE _ CASE NO_18000135TC20A		_	
DATECASE NO_ISOUDISSICEUA	ARREST NO	BCCN	NO
State of Florida vs.Redding, Clinto Cash Bond/Surety Amount \$	Estreated	Vacated	Return to Dep Return to Dep
[] Magistrate [] First VOP	[] Convicted by	Jury [] Adj. Guilty
[] Arraignment [] Final VOP			1
[] Change of Plea [] Admits/Denies Allegation			·
[] Trial by Jury [] Guilty			
	[] Judgment of A		
CHARGES: 1 No Proper Endorsement On DL (05			
2 Oper Veh Unsafe/Improp Equip (004)			
2 Oper ven ansate/improp squip (004)			
			—
SENTENCE: COUNT(S)Reporting/Administrative [] DUI School Level [] License suspended			special conditions:
[]Days immobilization by:_			
[] Random breath/urine analysis at def			
[] May work off fine/costs at \$			
[] May buy out community service at \$ [] Hours of community service	per hour	•	
[] No alcohol or intoxicants while on			•
[] AA/NA meeting(s) per week [rapy, if necessary
[] Pay all outstanding fine/costs on I			
[] Time serveddays on Co			
[] Days Broward County			days time served
[] No contact directly/indirectly with v		•	others listed below
[]All fines/costs are separate and ap			
[] All fines/costs imposed are a condition			
[] All special conditions of probation mu			
[] DHSMV is directed to revoke defendant'	-	r pursuant to	F.8322.055
[] Anger Management	_		
[]Interlock Device	_		
[] Justice for life [] PTE [] MADD/V:	ictim Impact Pane	l [] Shoplif	ter's Program
[]\$COS waived/imposed			
[] Partial payments accepted	/		
[]Fines/cost converted to civil lien/ []Probation: Revoked-Terminated-Reins			
[] Early termination of probation upon co		nditions	
[] DDS hours	amprecion of all co.	ild I CIOND	
[]Other:			
**			水大
.TIDGE:	EPUTY CLERK:		

2211 NB - Judge John Hurley

Revised 06/2015

State of Florid	∍vs Reddina C	linton A	Cas	ea Number	180001357	OF
2211 - North		·				
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IV		_,VIII				
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				·		230.04
V	,VI,VII	· — — — — — — — — — — — — — — — — — — —				
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Count VI	_,CountVII	, Count V	III			
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	SPECIFIC OFFENS		J			
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	(DUI and BUI) (EM)			_		938.07
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	eaving Scene)(EM			_		316.061(1)
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JUDGE:		DEPU'	IY CLERK:	<u>-</u>		

CFN # 111282560, OR BK 49452 Page 1922, Page 1 of 1, Recorded 01/28/2013 at Deputy Clerk 3305 08:52 AM, Broward County Commission,

IN THE COUNTY COURT FOR THE 17TH JUDICIAL CIRCUIT IN AND FOR BROWARD COUNTY, FLORIDA

CASE NUMBER: COWE12006630/80

CITIBANK, N.A.

Plaintiff.

V5.

BRENDA R REDDING

Defendant.

DEFAULT FINAL JUDGMENT

This cause, having come before the court and the court having reviewed the pleadings and being otherwise duly advised in the premises.

IT IS ADJUDGED that Plaintiff, CITIBANK, N.A., recover from the Defendant(s), BRENDA R REDDING, the sum of \$13523.47 on principal, \$0.00 for interest, and \$335.00 for costs making a total of \$13858.47 that shall bear interest at the rate of 4.75% for the remainder of this calendar year: thereafter interest shall accrue pursuant to Fla. Stat. §55.03, for which let execution issue.

IT IS FURTHER ADJUDGED that the judgment debtor(s) shall complete under eath Florida Rule of Civil Procedure Form 1.977 (Fact Information Sheet), including all required attachments and the spouse related portion. and serve it on the judgment creditor's attorney, Zakheim & LaVrar, P.A., within 45 days of the date of this final judgment, unless the final judgment is satisfied or post-judgment discovery is stayed.

ORDERED in BROWARD County, Florida, this _ \(\square\)

CFN# 111209949

#6 1 Pages

OR BK 45359 Pages 717 - 717
RECORDED 12/26/12 11:44:14 AM
BROWARD COUNTY COMMISSION
DEPUTY CLERK 3506

JUDGE

Plaintiff's Address:

CITIBANK, N.A., 701 EAST 60TH STREET NORTH, SIOUX FALLS SD 57117

Account No:

Copies furnished to:

Zakheim & LaVrar, P.A., 1045 S. University Dr., Stc. # 202, Plantation, FL 33324 BRENDA R REDDING, 8100 SW 9TH ST, NORTH LAUDERDALE FL 33068-2037. STATE OF FLORIDA

I DO HEREBY CERTIFY the within and foregoing is a true BROWARD COUNTY and correct copy of the original as it app County, Florida

WITNESS my

th Courts

PROPERTY ID # 494210-03-1980 (TD # 50458)

WARNING

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

JOSEPH DEBELLAS, TRUSTEE OF THE JOSEPH DEBELLAS REVOCABLE TRUST DATED JULY 1, 1999
202 SW 25TH ST
FT. LAUDERDALE, FL 33315

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

- * Estimated Amount due if paid by July 31, 2023\$16,065.85 Or
- * Estimated Amount due if paid by August 15, 2023\$16,291.28

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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

DATE: July 3rd, 2023 PROPERTY ID # 494210-03-1980 (TD # 50458)

WARNING

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

BROWARD COUNTY
CLERK OF THE CIRCUIT COURT
201 SE 6TH ST ROOM 18150
FORT LAUDERDALE, FL 33301

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PROPERTY ID # 494210-03-1980 (TD # 50458)

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CITIBANK, N.A. 701 EAST 60TH ST NORTH SIOUX FALLS, SD 57117

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PROPERTY ID # 494210-03-1980 (TD # 50458)

WARNING

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

*GUERRERO, JONATHAN SAUL NAVA, MARIA D VILLANUEVA 520 NE 58TH CT OAKLAND PARK, FL 33334-1841

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PROPERTY ID # 494210-03-1980 (TD # 50458)

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*RUBIO, FORTUNATO RUBIO, CESAR 500 NE 58TH CT OAKLAND PARK, FL 33334-1841

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DATE: July 3rd, 2023 PROPERTY ID # 494210-03-1980 (TD # 50458)

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*STOJIC, RUZICA CORREA, JULIAN 511 NE 58TH ST OAKLAND PARK, FL 33334-1834

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PROPERTY ID # 494210-03-1980 (TD # 50458)

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BRENDA R REDDING 8100 SW 9TH ST NORTH LAUDERDALE, FL 33068-2037

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CITY OF OAKLAND PARK ANDREW THOMPSON, BUDGET OFFICE 3650 NE 12 AVE OAKLAND PARK, FL 33334

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ZAKHEIM & LAVRAR, .P.A 1045 S UNIVERSITY DR STE 202 PLANTATION, FL 33324-3333

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; □	\$ *GUERRERO, JONATHAN SAUL NAVA, MARIA D VILLANUEVA		
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먑	O.S. Postal Service CERTIFIED MAIL® RECEIPT Domestic Mail Only		
85	For delivery information, visit our website at www.usps.com®.		
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NDER: COMPLETE THIS SECTION COMPLETE THIS SECTION ON DELIVERY A. Signature Complete items 1, 2, and 3. ☐ Agent Print your name and address on the reverse ☐ Addressee so that we can return the card to you. C. Date of Delivery Attach this card to the back of the mailpiece, or on the front if space permits. D. Is delivery address different from item 1? Yes If YES, enter delivery address below: No . Article Addressed to: TD 50458 AUGUST 2023 WARNING *GUERRERO, JONATHAN SAUL NAVA, MARIA D VILLANUEVA 520 NE 58TH CT OAKLAND PARK, FL 33334-1841 3. Service Type ☐ Priority Mall Express® ☐ Registered Mail™ □ Adult Signature ☐ Adult Signature Restricted Delivery □ Registered Mail Restricted Delivery □ Signature Confirmation™ ☐ Certified Mail® ☐ Certified Mail Restricted Delivery 9590 9402 7201 1284 6304 75 ☐ Collect оп Delivery ☐ Collect on Delivery Restricted Delivery ☐ Signature Confirmation Restricted Delivery 2. Article Number (Transfer from service label) 9589 0710 5270 0159 8485 05 Mail Restricted Delivery

Domestic Return Receipt :

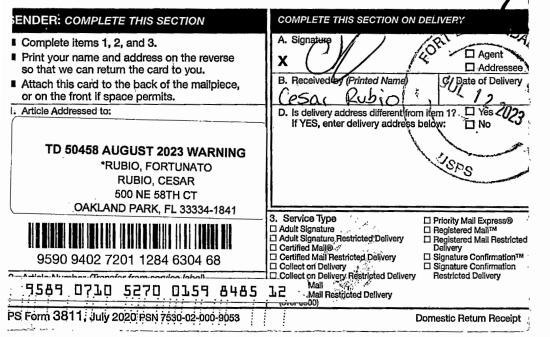
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 Complete items 1, 2, and 3. Print your name and address on the reverse so that we can return the card to you. Attach this card to the back of the mailpiece, or on the front if space permits. Article Addressed to: TD 50458 AUGUST 2023 WARNING CITY OF OAKLAND PARK ANDREW THOMPSON, BUDGET OFFICE 3650 NE 12 AVE OAKLAND PARK, FL 33334 	A. Signature X	
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9590 9402 7201 1284 6305 12 2. Article Number Gransfer from service labell 9587 0710 5270 0157 8484	3. Service Type Adult Signature Adult Signature Restricted Delivery Certified Mail Certified Mail Collect on Delivery Collect on Delivery Interpretation Delivery Lail Restricted Delivery Lail Restricted Delivery	☐ Priority Mail Express®☐ Registered Mail [™] ☐ Registered Mail Restricte Delivery☐ Signature Confirmation [™] ☐ Signature Confirmation Restricted Delivery
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SENDER: COMPLETE THIS SECTION	COMPLETE THIS SECTION ON DELIVERY
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1. Article Addressed to: TD 50458 AUGUST 2023 WARNING CITIBANK, N.A. 701 EAST 60TH ST NORTH SIOUX FALLS, SD 57117	D. is delivery address different from item 1? ☐ Yes If YES, enter delivery address below: ☐ No
9590 9402 7201 1284 6305 05 9589 0710. 5270.0159.8484	3. Service Type □ Adult Signature □ Adult Signature Restricted Delivery □ Certified Mail® □ Collect on Delivery □ Collect on Delivery □ Collect on Delivery □ The stricted Delivery □ Signature Confirmation Restricted Delivery 7.5 Mail Restricted Delivery □ Over \$500)
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