

Prepared by:
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941 N. Highway A1A
Jupiter, FL 33477

**MORTGAGE, ASSIGNMENT OF LEASES AND
SECURITY AGREEMENT**

THIS MORTGAGE executed this 10th day of August, 2021 by **SELVITZ I, LLC, a Florida limited liability company**, whose address for notice under this Mortgage is 631 US Highway One, Suite 409, North Palm Beach, FL 33408 (the "Mortgagor") in favor of 675 ASSET HOLDINGCO, LLC, a Delaware limited liability company, whose address is 675 Indiantown Road, Suite 103, Jupiter, FL 33458 (hereinafter referred to as the "Mortgagee").

WITNESSETH:

That for good and valuable consideration and to secure the payment of an indebtedness in the aggregate sum of ONE MILLION TWO HUNDRED SEVENTY THREE THOUSAND FIVE HUNDRED TEN DOLLARS AND FIFTY EIGHT CENTS (\$1,273,510.58), or so much thereof as may be advanced, to be paid in accordance with a note of even date herewith (the "Note") from Mortgagor (which note has a maturity date of August 10, 2023 unless extended according to the terms thereunder) together with interest thereon and any and all sums due or which may become due from Mortgagor to the Mortgagee, the Mortgagor does grant, bargain, sell, alien, remise, release, convey and confirm unto the Mortgagee its successors and assigns, in fee simple, all of that certain tract of land of which the Mortgagor is now seized and possessed and in actual possession, situate in the County of St. Lucie, State of Florida, which is more fully described in Exhibit "A" attached hereto and made a part hereof, together with the buildings and improvements thereon erected or to be erected (hereinafter referred to as the "Premises");

TOGETHER with:

(i) all leasehold estate, and all right, title and interest of Mortgagor in and to all leases or subleases covering the Premises or any portion thereof now or hereafter existing or entered into, and all right, title and interest of Mortgagor thereunder, including, without limitation, all cash or security deposits, advance rentals, and deposits or payments of similar nature;

(ii) all right, title and interest of Mortgagor in and to all options to purchase or lease the Premises or any portion thereof or interest therein, and any greater estate in the Premises owned or hereafter acquired;

(iii) all easements, streets, ways, alleys, rights-of-way and rights used in connection therewith or as a means of access thereto, and all tenements, hereditaments and appurtenances thereof and thereto, and all water rights;

(iv) any and all buildings, structures and improvements now or hereafter erected thereon, including, but not limited to the fixtures, attachments, appliances, equipment, machinery, and other articles attached to said buildings, structures and improvements (sometimes hereinafter referred to as the "Improvements");

(v) all fixtures, appliances, machinery, equipment, furniture, furnishings and articles of personal property now or hereafter affixed to, placed upon or used in connection with the operation of any of said properties all gas, steam, electric, water and other heating, cooking, refrigerating, lighting, plumbing, ventilating, irrigating and power systems, machines, appliances, fixtures, and appurtenances which are now or may hereafter pertain or be used with, in or on said Premises, even though they may be detached or detachable and all building improvement and construction materials, supplies and equipment hereafter delivered to said land contemplating installation or use in the constructions thereon and all rights and interest of Mortgagor in building permits and architectural plans and specifications relating to contemplated constructions or Improvements on said Premises and all rights and interests of Mortgagor in present or future mortgage loan commitments pertaining to any of said Premises or Improvements thereon (sometimes hereinafter referred to as the "Personal Property");

(vi) all awards and proceeds of condemnation for the Premises or any part thereof to which Mortgagor is entitled for any taking of all or any part of the Premises by condemnation or exercise of the right of eminent domain. All such awards and condemnation proceeds are hereby assigned to Mortgagee and the Mortgagee is hereby authorized, subject to the provisions contained in this Mortgage, to apply such awards and condemnation proceeds or any part thereof, after deducting therefrom any expenses incurred by the Mortgagee in the collection or handling thereof, toward the payment, in full or in part, of the Note, notwithstanding the fact that the amount owing thereon may not then be due and payable;

(vii) all rents, issues and profits of the Premises and all the estate, right, title and interest of every nature whatsoever of the Mortgagor in and to the same;

(viii) all accounts (including contract rights) and general intangibles pertaining to or arising from or in connection with all or any part of the Mortgaged Property, as hereinafter defined, including without limitation all proceeds and chooses in action arising under any insurance policies maintained with respect to all or any part of the Mortgaged Property; and,

(ix) all proceeds, products, replacements, additions, substitutions, renewals and accessions of any of the foregoing items.

All of the foregoing real and personal property, and all rights, privileges and franchises are collectively referred to as the "Mortgaged Property".

TO HAVE AND TO HOLD all and singular the Mortgaged Property hereby conveyed, and the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof and also all the estate, right, title, interest property, possession, claim and demand whatsoever as well in law as in equity of the said Mortgagor in and to the same and every part and parcel thereof unto the said Mortgagee in fee simple.

PROVIDED ALWAYS that Mortgagor shall pay to the Mortgagee any and all indebtedness due by Mortgagor to Mortgagee (including the indebtedness evidenced by the Note and any and all renewals of the same) and shall perform, comply with and abide by each and every stipulation, agreement, condition, and covenant of the Note and of this Mortgage; then this Mortgage and the estate hereby created shall cease and be null and void. Provided, it is further covenanted and agreed by the parties hereto that this Mortgage also secures the payment of and includes all future or further advances as hereinafter set forth, to the same extent as if such made on the date of the execution of this Mortgage, and any disbursements made for the payment of tax, levies or insurance on the Mortgaged Property, with interest on such disbursements at the Default Rate as hereinafter defined.

To protect the security of this Mortgage, the Mortgagor further covenants, warrants and agrees with the Mortgagee as follows:

ARTICLE I. COVENANTS AND AGREEMENTS OF MORTGAGOR

1.1 Payment of Secured Obligations. Mortgagor shall pay when due the principal of, and the interest on, the indebtedness evidenced by the Note, and the charges, fees and the principal of, and interest on, any future advances secured by this Mortgage and shall otherwise comply with all of the terms of the Note and this Mortgage.

1.2 Warranties and Representations. Mortgagor hereby covenants with Mortgagee that Mortgagor is indefeasibly seized of the Mortgaged Property in fee simple; that the Mortgagor has full power and lawful right to convey the same in fee simple as aforesaid; that it shall be lawful for Mortgagor at all times to peaceably and quietly to enter upon, hold, occupy and enjoy said Mortgaged Property and every part thereof; that Mortgagor will make such further assurances to perfect the lien interest in said Premises in Mortgagee, as may reasonably be required; and that Mortgagor does hereby fully warrant the title to the Mortgaged Property and every part thereof and will defend the same against the lawful claims of all persons whomsoever.

Mortgagor further represents and warrants to Mortgagee that all information, reports, paper, and data given to Mortgagee with respect to Mortgagor, and to the loan evidenced by the Note and Mortgage are accurate and correct in all material respects and complete insofar as may be necessary to give Mortgagee a true and accurate knowledge of the subject matter.

1.3 Ground Leases, Subleases and Easements. Mortgagor, at Mortgagor's sole cost and expense, shall maintain and cause to be performed all of the covenants, agreements, terms, conditions and provisions on its part to be kept, observed and performed under any ground lease, lease, sublease or easements which may constitute a portion of or an interest in the Premises, shall require its tenants or subtenants to keep, observe and perform all the covenants, agreements, terms, conditions and provisions on their part to be kept, observed or performed under any and all ground leases, leases, subleases or easements; and shall not suffer or permit any breach or default to occur with respect to the foregoing; and if Mortgagor is in default thereof the Mortgagee shall have the right, after prior notice to Mortgagor, to perform or to require performance of any such covenants, agreements, terms, conditions or provisions of any such ground lease, lease, sublease or easements and to add any expense incurred in connection therewith to the debt secured hereby, which such expense shall bear interest from the date of payment to the date of recovery by the Mortgagee at the Default Rate as hereinafter defined. Any such payment by the Mortgagee with interest thereon shall be immediately due and payable. The Mortgagor shall not, without the consent of the Mortgagee, consent to the modification, amendment, cancellation, termination or surrender of any such ground lease, lease, sublease, or easement, except in the ordinary course of Mortgagor's leasing activities and in the exercise of prudent business judgment.

No release or forbearance of any of the Mortgagor's obligations under any such ground lease, lease, or sublease, shall release Mortgagor from any of its obligations under this Mortgage.

1.4 Required Insurance. Mortgagor will, at Mortgagor's sole cost and expense, maintain or cause to be maintained with respect to the Mortgaged Property, and each part thereof, the following insurance:

(a) upon completion of the Improvements, or if such Improvements are already completed, "all-risk" fire and extended coverage hazard insurance in an amount not less than 100% of the agreed upon full insurable replacement value of the Mortgaged Property, including coverage for loss of rents or business interruption;

(b) comprehensive general public liability insurance in an amount satisfactory to Mortgagee;

(c) if the Improvements are located in a special flood hazard area, flood insurance is required in the amount equal to the lesser of the loan amount or maximum available under the National Flood Insurance Program, but in no event should the amount of coverage be less than the value of the Improvements; and

(d) such other insurance, and in such amounts, as may from time to time be required by Mortgagee against the same or other hazards.

All policies of insurance required by the terms of this Mortgage shall contain an endorsement or agreement by the insurer that any loss shall be payable in accordance with the terms of such policy notwithstanding any act or negligence of Mortgagor which might otherwise result in forfeiture of said insurance and the further agreement of the insurer waiving all rights of set off, counterclaim or deductions against Mortgagor.

Mortgagor may affect for its own account any insurance not required under this Section 1.4, but any such insurance effected by Mortgagor on the Mortgaged Property, whether or not so required, shall be for the mutual benefit of Mortgagor and Mortgagee and shall be subject to the other provisions of this Mortgage.

1.5 Delivery of Policies, Payment of Premiums. All policies of insurance shall have attached thereto a lender's loss payment endorsement for the benefit of Mortgagee in form satisfactory to Mortgagee. Mortgagor shall furnish Mortgagee with an original policy of all policies of required insurance. If Mortgagee consents to Mortgagor providing any of the required insurance through blanket policies carried by Mortgagor and covering more than one location, then Mortgagor shall furnish Mortgagee with a certificate of insurance for each such policy setting forth the coverage, the limits of liability, the name of the carrier, the policy number, and the expiration date. At least thirty (30) days prior to the expiration of each such policy, Mortgagor shall furnish Mortgagee with evidence satisfactory to Mortgagee of the Payment of premium and the reissuance of a policy continuing insurance in force as required by this Mortgage. All such policies shall contain a provision that such policies will not be canceled or materially amended, which term shall include any reduction in the scope or limits of coverage, without at least thirty (30) days prior written notice to Mortgagee. In the event Mortgagor fails to provide, maintain, keep in force or deliver and furnish to Mortgagee the policies of insurance required by this Section, Mortgagee may procure such insurance or single-interest insurance for such risks covering Mortgagee's interest, and Mortgagor will pay all premiums thereon promptly upon demand by Mortgagee, and until such payment is made by Mortgagor the amount of all such premiums together with interest thereon at the rate of interest after maturity or default provided in the Note or the maximum rate permitted by Florida law, whichever is less (the "Default Rate").

1.6 Insurance Proceeds. After the happening of any casualty to the Mortgaged Property or any part thereof, Mortgagor shall give prompt written notice thereof to Mortgagee.

(a) In the event of any damage to or destruction of the Mortgaged Property, Mortgagee shall have the option in its sole discretion of applying or requiring Mortgagor to pay all or part of the insurance proceeds (i) to any indebtedness secured

hereby and in such order as Mortgagee may determine, or (ii) to the restoration of the Improvements, or (iii) to Mortgagor.

(b) Except to the extent that insurance proceeds are applied to the indebtedness secured hereby, nothing herein contained shall be deemed to excuse Mortgagor from repairing or maintaining the Mortgaged Property as provided in this Mortgage or restoring all damage or destruction to the Mortgaged Property, regardless of whether or not there are insurance proceeds available or whether any such proceeds are sufficient in amount, and the application or release of any insurance proceeds shall not cure or waive any default or notice of default under this Mortgage or invalidate any act done pursuant to such notice.

1.7 Assignment of Policies Upon Foreclosure. In the event of foreclosure of this Mortgage or other transfer of title or assignment of the Mortgaged Property in extinguishment, in whole or in part, of the debt secured hereby, all right, title and interest of the Mortgagor in and to all policies of insurance required by this Section shall inure to the benefit of and pass the successor in interest to Mortgagor or the purchaser or grantee of the Mortgaged Property. Mortgagor hereby appoints Mortgagee its attorney-in-fact to endorse any checks, draft or other instruments representing any proceeds of such insurance, whether payable by reason of loss thereunder or otherwise.

1.8 Taxes, Utilities and Impositions. Mortgagor will pay, or cause to be paid and discharged, on or before the last day on which they may be paid without penalty or interest, all such duties, taxes, sewer rents, charges for water, or for setting or repairing of meters, and all other utilities on the Mortgaged Property or any part thereof, and any assessments and payments, usual or unusual, extraordinary or ordinary, which shall be imposed upon or become due and payable or become a lien upon the Premises or any part thereof and the sidewalks or streets in front thereof and any vaults therein by virtue of any present or future law of the United States or of the State, County, or City wherein the Premises are located (all of the foregoing being herein collectively called "Impositions"). In default of any such payment of any Imposition, Mortgagee may pay the same and the amount so paid by Mortgagee shall, at the mortgagee's option, become immediately due and payable with interest at the Default Rate and shall be deemed part of the indebtedness secured by this Mortgage.

If at any time there shall be assessed or imposed (i) a tax or assessment on the Premises in lieu of or in addition to the Impositions payable by Mortgagor pursuant to this section or (ii) a license fee, tax or assessment imposed on Mortgagee and measured by or based in whole or in part upon the amount of the outstanding obligations secured hereby, then all such taxes, assessments or fees shall be deemed to be included with the term "Impositions" as defined in this Section, and Mortgagor shall pay and discharge the same as herein provided with respect to the payment of Impositions or, at the option of Mortgagee, all obligations secured hereby, together with all accrued interest thereon, shall immediately become due and payable. Anything to the contrary herein notwithstanding, Mortgagor shall have no obligation to pay any franchise, estate, inheritance, income, excess profits or similar tax levied on Mortgagee or on the obligations secured hereby.

Mortgagor will pay all mortgage recording taxes and fees payable with respect to this Mortgage or other mortgage or transfer taxes due on account of this Mortgage or the Note secured hereby.

Mortgagor will exhibit to Mortgagee the original receipts or other reasonably satisfactory proof of the payment of all Impositions which may affect the Mortgaged Property or any part thereof or the lien of the Mortgage promptly following the last date on which each Impositions is payable hereunder.

Notwithstanding the foregoing, Mortgagor shall have the right, after prior written notice to Mortgagee, to contest at its own expense the amount and validity of any Imposition affecting the Mortgaged Property by appropriate proceedings conducted in good faith and with due diligence and to postpone or defer payment thereof, if and so long as:

(a) Such proceedings shall operate to suspend the collection of such Imposition from Mortgagor or the Mortgaged Property; or

(b) Neither the Mortgaged Property nor any part thereof would be in immediate danger of being forfeited or lost by reason of such proceedings, postponement or deferment; and

(c) In the case of any Impositions affecting the Mortgaged Property which might be or become a lien, encumbrance or charge upon or result in any forfeiture or loss of the Mortgaged Property or any part thereof, or which might result in loss or damage to Mortgagor or Mortgagee, Mortgagor, prior to the date such Imposition would become delinquent, shall have furnished Mortgagee with security satisfactory to Mortgagee, and, in the event that such security is furnished, Mortgagee shall not have the right during the period of the contest to pay, remove or discharge the Imposition.

1.9 Maintenance, Repairs, Alterations. Mortgagor shall keep the Mortgaged Property, or cause the same to be kept, in good condition and repair and fully protected from the elements to the satisfaction of Mortgagee; Mortgagor shall not commit nor permit to be committed waste thereon and shall not do nor permit to be done any act by which the Mortgaged Property shall become less valuable; Mortgagor will not remove, demolish or structurally alter any of the Improvements except such alterations as may be required by laws, ordinances or regulations) without the prior written permission of the Mortgagee; Mortgagor shall complete promptly and in good and workmanlike manner any building or other improvement which may be constructed on the Premises and promptly restore in like manner any Improvements which may be damaged or destroyed thereon and will pay when due all claims for labor performed and materials furnished therefor; Mortgagor shall use and operate, and shall require its lessees to use or operate, the Mortgaged Property in compliance with all applicable laws, ordinances, regulations, covenants, conditions and restrictions, and with all applicable requirements of any ground lease, lease or sublease now or hereafter affecting the Premises or any part thereof. Unless required by law or

unless Mortgagee has otherwise agreed in writing, Mortgagor shall not allow changes in the stated use of Mortgaged Property from that which was disclosed to Mortgagee at the time of execution hereof. Mortgagor shall not initiate or acquiesce to a zoning change of the Mortgaged Property without the prior notice to and consent of Mortgagee which consent shall not be unreasonably withheld. Mortgagee and its representatives shall have access to the Premises at all reasonable times after reasonable notice to determine whether Mortgagor is complying with its obligations under this Mortgage, including, but not limited to, those set out in this Section.

1.10 Eminent Domain. Should the Mortgaged Property, or any part thereof or interest therein, be taken or damaged by reason of any public use improvement or condemnation proceeding, or in any other manner ("Condemnation"), or should Mortgagor receive any notice or other information regarding such Condemnation, Mortgagor shall give prompt written notice thereof to Mortgagee.

(a) Mortgagee shall be entitled to all compensation, awards and other payments or relief granted in connection with such Condemnation, and shall be entitled, at its option, to commence, appear in and prosecute in its own name any action or proceedings relating thereto. Mortgagee shall also be entitled to make any compromise or settlement in connection with such taking or damage. All such compensation, awards, damages, rights of action and proceeds awarded to Mortgagor (the "Proceeds") are hereby assigned to Mortgagee and Mortgagor agrees to execute such further assignments of the Proceeds as Mortgagee may require.

(b) In the event any portion of the Mortgaged Property is so taken or damaged, Mortgagee shall have the option in its sole and absolute discretion, to apply all such Proceeds, after deducting therefrom all reasonable costs and expenses (regardless of the particular nature thereof and whether incurred with or without suit), including attorneys' fees, incurred by it in connection with such Proceeds, upon any indebtedness secured hereby, or to apply all such Proceeds, after such deductions, to the restoration of the Mortgaged Property upon such conditions as Mortgagee may determine. Such application or release shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice.

(c) Any amounts received by Mortgagee hereunder (after payment of any reasonable costs in connection with obtaining same), shall, if retained by Mortgagee, be applied in payment of any accrued interest and then in reduction of the then outstanding principal sum of the note, notwithstanding that same may not then be due and payable. Any amount so applied to principal shall be applied to the payment of installments of principal on the Note in inverse order of their due dates.

1.11 Actions by Mortgagee to preserve the Security of this Mortgage. If the Mortgagor fails to make any payment or to do any act as and in the manner provided for in this Mortgage or the Note, the Mortgagee, in its own discretion, without obligation so to do and without notice to or demand upon Mortgagor and without releasing Mortgagor from any obligation, may make or do the same in such manner and to such extent as the

Mortgagee may deem necessary to protect the security hereof. Mortgagor will pay upon demand all reasonable expense incurred or paid by Mortgagee (including, but not limited to, attorneys' fees and arbitration costs) on account of the exercise of any of the aforesaid rights or privileges or on account of any proceeding or arbitration which may arise in connection with this Mortgage or the Note or on account of any attempt, without arbitration, to enforce the terms of this Mortgage or said Note. In case the Mortgaged Property or any part thereof shall be advertised for foreclosure sales and not sold, Mortgagor shall pay all reasonable costs in connection therewith.

In the event that the Mortgagee is called upon to pay any sums of money to protect this Mortgage and the Note as aforesaid, all monies advanced or due hereunder shall become immediately due and payable, together with interest at the Default Rate, computed from the date of such advance to the date of the actual receipt of payment thereof by the Mortgagee.

1.12 Cost of Collection. In the event this Mortgage is placed in the hands of an attorney for the collection of any sum payable hereunder, the Mortgagor agrees to pay all costs of collection, including reasonable attorney's fees including those in all arbitration, appellate and bankruptcy proceedings, incurred by the Mortgagee, either with or without the institution of any action or proceeding, and in addition to all costs, disbursements and allowances provided by law. All such costs so incurred shall be deemed to be secured by this Mortgage.

1.13 Survival of Warranties. All representations, warranties and covenants of Mortgagor contained herein or incorporated by reference shall survive funding of the loan evidenced by the Note and shall remain continuing obligations, warranties and representations of Mortgagor during any time when any portion of the obligations secured by this Mortgage remain outstanding.

1.14 Additional Security. In the event Mortgagee at any time holds additional security for any of the obligations secured hereby, it may enforce the sale thereof or otherwise realize upon the same, at its option, either before or concurrently herewith or after a sale is made hereunder.

1.15 Inspections. Mortgagee, or its agents, representatives or workmen, are authorized to enter at any reasonable time after reasonable notice upon or on any part of the Premises for the purpose of inspecting the same, and for the purpose of performing any of the acts it is authorized to perform under the terms of this Mortgage.

1.16 Liens; Subordinate Financing. Mortgagor shall pay and promptly discharge, at Mortgagor's cost and expense, all liens, encumbrances and charges upon the Mortgaged Property or any part thereof or interest therein. Mortgagor shall have the right to contest in good faith the validity of any such lien, encumbrance or charge, provided Mortgagor shall first deposit with Mortgagee a bond or other security satisfactory to Mortgagee in such amounts as Mortgagee shall reasonably require, and provided further that Mortgagor shall thereafter diligently proceed to cause such lien, encumbrance or

charge to be removed and discharged. If Mortgagor shall fail to discharge any such lien, encumbrance or charge, then, in addition to any other right or remedy, Mortgagee, may, but shall not be obligated to, discharge the same, either by paying the amount claimed to be due, or by procuring the discharge of such lien by depositing in court a bond for the amount claimed or otherwise giving security for such claim, or in such manner as is or may be prescribed by law. any amount so paid by the Mortgagee shall, at Mortgagee's option, become immediately due and payable with interest at the Default Rate, and shall be deemed part of the indebtedness secured by this Mortgage. Mortgagor shall not incur or permit the incurring of any financing in addition to the Note that is secured by a lien, security interest or encumbrance on any part of the Mortgaged Property without Mortgagee's prior written consent except for the lien with respect to released deposits under the agreement between Mortgagor and Ryan Homes.

1.17 Future Advances. This Mortgage is given to secure not only existing indebtedness, but also future advances, whether such advances are obligatory or are to be made at the option of Mortgagee, or otherwise, as are made within twenty (20) years from the date hereof, to the same extent as if such future advances are made on the date of the execution of this Mortgage. The total amount of indebtedness that may be so secured may decrease to a zero amount from time to time, or may increase from time to time, but the total unpaid balance secured at one time shall not exceed twice the face amount of the Note, plus interest thereon, and any disbursements made for the payment of taxes, levies or insurance on the Mortgaged Property, with interest on such disbursements at the Default Rate as hereinafter defined.

1.18 No Limitation of Future Advance Rights. Mortgagor covenants and agrees with Mortgagee that:

(a) Mortgagor waives and agrees not to assert any right to limit future advances under this Mortgage, and any such attempted limitation shall be null, void and of no force and effect. Any correspondence by Mortgagor regarding the future advances must be sent to Mortgagee at the address set forth above and to Mortgagee's counsel;

(b) An event of default under the Mortgage shall automatically exist (i) if Mortgagor executes any instrument which purports to have or would have the effect of impairing the priority of or limiting any future advance which might ever be made under the Mortgage or (ii) if Mortgagor takes, suffers, or permits any action or occurrence which would adversely affect the priority of any future advance which might ever be made under the Mortgage.

1.19 Appraisals. Mortgagor covenants and agrees that Mortgagee may obtain an appraisal of the Mortgaged Property at such times as the Mortgagee may reasonably require, not more frequently than once in a twenty-four month period or at any time that Mortgagor is in default hereunder. Such appraisals shall be performed by an independent third party appraiser selected by the Mortgagee.

ARTICLE II.
ASSIGNMENT OF LEASES, SUBLEASES,
FRANCHISES, RENTS, ISSUES AND PROFITS

2.1 **Assignment of Rents.** 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) at any time there is not an event of default under this Mortgage.

2.2 **Collection Upon Default.** Upon any event of default under this Mortgage, Mortgagee may, at any time without notice, either in person or by agent, and without regard to the adequacy of any security for the indebtedness thereby secured, enter upon and take possession of the Mortgaged Property, or any part thereof, in its own name, collect such rents, issues and profits, including those past due and unpaid, and 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 default or pursuant to such default.

2.3 **Restriction of Further Assignments, etc.** 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.

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.

All leases or subleases hereafter entered into by Mortgagor with respect to the Mortgaged Property or any part thereof, including but not limited to the Lease, 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. From and after the recordation of such Notice of Subordination, the lease or leases therein described shall be superior to the lien of this Mortgage and shall not be extinguished by any foreclosure sale hereunder.

ARTICLE III.
ENVIRONMENTAL CONDITION OF PREMISES

3.1 **Environmental Condition of Property.** Mortgagor hereby warrants and represents to Mortgagee after investigation to the satisfaction of Mortgagor that:

(a) the Premises are now and at all times hereafter will continue to be in full compliance with all Federal, State and local environmental laws and regulations, including but not limited to, the Comprehensive Environmental Response, Compensation and Liability Act of 1980 (CERCLA), Public Law No. 96-510, 94 Stat. 2767, and the Superfund Amendments and Reauthorization Act of 1986 (SARA), Public law No. 99-499, 100 Stat. 1513, and

(b) (i) as of the date hereof there are no hazardous materials, substances, waste or other environmentally regulated substances (including without limitation, any materials containing asbestos) located on, in or under the Premises or used in connection therewith, or (ii) Mortgagor has fully disclosed to Mortgagee in writing the existence, extent and nature of any such hazardous material, substance, waste or other environmentally regulated substance, currently present or which Mortgagor is legally authorized and empowered to maintain on, in or under the Premises or use in connection therewith, Mortgagor has obtained and will maintain all licenses, permits and approvals required with respect thereto, and is and will remain in full compliance with all of the terms, conditions and requirements of such licenses, permits and approvals. Mortgagor further warrants and represents that it will promptly notify Mortgagee of any change in the environmental condition of the Premises or in the nature or extent of any hazardous materials, substances or wastes maintained on, in or under the Premises or used in connection therewith, and will transmit to Mortgagee copies of any citations, orders, notices or other material governmental or other communication received with respect to any other hazardous materials, substances, waste or other environmentally regulated substance affecting the Premises. Mortgagee acknowledges that some tenants at the Premises handle and use environmentally regulated substances in the ordinary course of their professions and that the lawful handling and use of such substances shall not be deemed a breach of these warranties and representations.

Mortgagor hereby indemnifies and holds harmless Mortgagee from and against any and all damages, penalties, fines, claims, suits, liabilities, costs, judgments and expenses (including attorneys', consultant's or expert's fees) of every kind and nature incurred, suffered by or asserted against Mortgagee as a direct or indirect result of:

(a) any warranty or representation made by Mortgagor in this paragraph being or becoming false or untrue in any material respect or

(b) any requirement under the law, regulation or ordinance, local, state or federal, regarding the removal or elimination of any hazardous materials, substances, waste or other environmentally regulated substances.

Mortgagor's obligations hereunder shall not be limited to any extent by the term of the Note, and, as to any act or occurrence prior to payment in full and satisfaction of said Note which gives rise to liability hereunder, shall continue, survive and remain in full force and effect notwithstanding foreclosure of this Mortgage, where Mortgagee is the purchaser at the foreclosure sale, or delivery of a deed in lieu of foreclosure to Mortgagee.

ARTICLE IV. SECURITY AGREEMENT

4.1 Creation of Security Interest. Mortgagor hereby grants to Mortgagee a security interest in the personalty more particularly described in Exhibit "B" and attached hereto and all equipment and fixtures owned by Mortgagor and included within or related to Mortgagor's use of the Mortgaged Property (herein the "Personal Property") located on or at the Premises, including without limitation any and all property of similar type or kind hereafter located on or at the Premises for the purposes of securing all obligations of Mortgagor set forth in this Mortgage. Mortgagor also grants Mortgagee a security interest in any contract that may be entered into between Mortgagor and Ryan Homes or any other builder for the sale and purchase of the Property to the extent amount of the Note. This instrument is a self-operative security agreement with respect to the above-described property, but Mortgagor agrees to execute and deliver on demand such other security agreements, financing statements and other instruments as Mortgagee may request.

4.2 Warranties, Representations and Covenants of Mortgagor. Mortgagor hereby warrants, represents and covenants as follows:

(a) Except for the security interest granted hereby, Mortgagor is, and as to portions of the Personal Property to be acquired after the date hereof will be, the sole owner of the Personal Property, free from any adverse lien, security interest, encumbrance or adverse claims thereon of any kind whatsoever, Mortgagor shall notify Mortgagee of, and shall defend the Personal Property against, all claims and demands of all persons at any time claiming the same or any interest therein.

(b) Mortgagor shall not sell, convey or in any manner transfer the Personal Property without the prior written consent of Mortgagee.

(c) The Personal Property shall be kept on or at the Premises and Mortgagor will not remove the Personal Property from the Premises without the prior written consent of Mortgagee, except such portions or items of Personal Property which are consumed or worn out in ordinary usage, all of which shall be promptly replaced by Mortgagor.

(d) Mortgagor maintains a place of business in the State of Florida and Mortgagor shall immediately notify Mortgagee in writing of any change in its place of business as set forth in the beginning of this Mortgage.

(e) At the request of the Mortgagee, Mortgagor shall join Mortgagee in executing one or more financing statements and renewals and amendments thereof pursuant to the Uniform Commercial Code of Florida in form satisfactory to Mortgagee, and will pay the cost of filing the same in all public offices wherever filing is deemed by Mortgagee to be necessary or desirable.

(f) All covenants and obligations of Mortgagor contained herein relating to the Mortgaged Property shall be deemed to apply to the Personal Property whether or not expressly referred to herein.

(g) This Mortgage constitutes a security agreement and a financing statement as those terms are used in the Uniform Commercial Code of Florida.

ARTICLE V. REMEDIES UPON DEFAULT

5.1 Events Of Default. Any one or more of the following shall constitute a default (an "Event of Default") under this Mortgage and the Note hereby secured:

(a) Failure of Mortgagor to make one or more payments required by said Note on the due date thereof.

(b) Failure of Mortgagor to pay the amount of any costs, expenses or fees (including counsel fees) of the Mortgagee, with interest thereon, as required by any provision of this Mortgage or the Note.

(c) Failure to exhibit to Mortgagee, within ten (10) days after demand, receipt showing payment of real estate taxes and assessments.

(d) Failure to maintain the Mortgaged Property free of any liens placed or threatened during the term hereof.

(e) Failure to comply with any requirements or order or notice of violation of law or ordinance issued by any governmental department claiming jurisdiction over the Mortgaged Property.

(f) Failure of Mortgagor or others to comply with or perform any other warranty, covenant or agreement contained herein, in the Note or in any other document executed by Mortgagor in conjunction with this transaction.

(g) Any breach of any covenant or warranty or material untruth of any representation of Mortgagor contained in this Mortgage, or the Note or any guaranty executed in conjunction herewith.

(h) The institution of any bankruptcy, reorganization or insolvency proceedings against Mortgagor, or the appointment of a receiver or a similar official with respect to all or a substantial part of the properties of Mortgagor and a failure to have such proceedings dismissed or such appointment vacated within a period of forty-five (45) days.

(i) The institution of any voluntary bankruptcy, reorganization or insolvency proceedings by the then owner or Mortgagor in possession of the Mortgaged Property, or Mortgagor, or the appointment of a receiver or a similar official with respect to all or a substantial part of the properties of the then owner or Mortgagor in possession of the Mortgaged Property at the instance of the owner or Mortgagor in possession of the Mortgaged Property, or the death of any Guarantor.

(j) The assertion or making of any levy, seizure, forfeiture action, mechanic's or materialman's lien or attachment on the Mortgaged Property or any part thereof.

(k) A transfer or further encumbrance of the Mortgaged Property, as described in section 6.10 occurs.

(l) Any Guarantor transfers any assets other than in the ordinary course of such Guarantor's business, without the prior written consent of Mortgagee.

(m) Failure of any guarantor or Mortgagor to comply with or perform any warranty, covenant or agreement in any guaranty or other loan document.

(n) Default in payment or performance of any direct or indirect obligation under any other loans, contracts or agreements of Mortgagor, any subsidiary or affiliate of Mortgagor, any general partner of, or the holder(s) of the majority ownership interests of, Mortgagor, or any Guarantor.

As used herein: subsidiary shall mean any corporation, partnership, limited liability company or other entity in which Mortgagor, directly or indirectly, owns more than fifty percent (50%) of the stock, capital, membership, or income interests, or other beneficial interests, or which is effectively controlled by Mortgagor, and an affiliate shall mean (a) any entity or person owning 5% or more of the voting stock or rights of such named entity or any entity in which a named entity or person owns 5% or more of such voting stock or rights; (b) any entity controlling, controlled by or under common control with such named entity; (c) any officer or director of such named entity or of any affiliates of the named entity, and (d) any family member of the named entity or person.

5.2 **Default Rate.** The Default Rate shall be eighteen percent (18%), provided, however that at no time shall any interest or charges in the nature of interest be taken, exacted, received or collected which would exceed the maximum rate permitted by law.

5.3 **Acceleration Upon Default, Additional Remedies, Rights.** In the event that one or more defaults as above provided shall occur, the remedies available to Mortgagee shall include, but not necessarily be limited to, any one or more of the following:

(a) Mortgagee may declare the entire unpaid balance of the Note immediately due and payable without notice.

(b) Without declaring the entire unpaid principal balance due, the Mortgagee may foreclose only as to the sum past due, without injury to this Mortgage or the displacement or impairment of the remainder of the lien thereof, and at such foreclosure sale the Mortgaged Property shall be sold subject to all remaining items of indebtedness; and Mortgagee may again foreclose, in the same manner, as often as there may be any sum past due. Mortgagee, in any action to foreclose this Mortgage, or upon the actual or threatened waste to any part of the Mortgaged Property, or upon an Event of Default under this Mortgage or the Note, shall be at liberty to apply (in an ex parte proceeding, if Mortgagee so elects) for the appointment of a receiver of the rents and profits of the Mortgaged Property without notice, and shall be entitled to the appointment of such receiver as a matter of right, without consideration of the value of the Mortgaged Property as security for the amounts due Mortgagee or the solvency of any person, limited liability company or limited partnership liable for the payment of such amounts.

(c) Mortgagee shall have the right from time to time to enforce any legal or equitable remedy against Mortgagor and to sue to enforce any covenant or undertaking of Mortgagor contained herein; and/or to recover any sums, whether interest, damages for failure to pay principal or any installment thereof, taxes, installments of principal, 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 secured by the Note and Mortgage shall be due and without prejudice to the right of Mortgagee thereafter to enforce any appropriate remedy against Mortgagor, including an action of foreclosure, or any other action, for a default or defaults by Mortgagor existing at the time such earlier action was commenced.

5.4 **Rights Distinct and Cumulative.** The rights of Mortgagee arising under this Mortgage shall be separate, distinct and cumulative and none of them shall be in exclusion of the others or any remedy now or hereafter existing at law or in equity or by statute; and no act of Mortgagee shall be construed as an election to proceed under any one provision herein to the exclusion of any other provision, anything herein or otherwise to the contrary notwithstanding. Every power or remedy given by any of the Loan Documents to Mortgagee, or to which Mortgagee may be otherwise entitled, may be exercised concurrently or independently, from time to time and as often as may be deemed expedient by Mortgagee. Mortgagee may pursue inconsistent remedies.

5.5 Accord and Satisfaction. The acceptance by Mortgagee of any sum after the same is due shall not constitute a waiver of the right either to require prompt payment, when due, of all other sums hereby secured or to declare a default or Event of Default under this Mortgage or the Note. The acceptance by Mortgagee of any sum in an amount less than the sum then due shall be deemed an acceptance on account only and upon condition that it shall not constitute a waiver of the obligation of Mortgagor to pay the entire sum then due, and failure of Mortgagor to pay such entire sum then due shall be an Event of Default notwithstanding such acceptance of such amount on account, as aforesaid. Mortgagee shall, at all times thereafter and until the entire sum then due shall have been paid, and notwithstanding the acceptance by Mortgagee thereafter of further sums on account, or otherwise, be entitled to exercise all rights in this Mortgage and the Note conferred upon Mortgagee and the right to exercise any rights or remedies hereunder shall in no way be impaired, whether any of such amounts are received prior or subsequent to such proceeding, election or exercise. Consent by Mortgagee to any action or inaction of Mortgagor which is subject to consent or approval of Mortgagee hereunder shall not be deemed a waiver of the right to require such consent or approval to future or successive or actions or inactions.

5.6 Reservation of Rights. No failure by Mortgagee to insist upon the strict performance by Mortgagor of any of the terms and provisions hereof shall 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. Neither Mortgagor nor any other person now or hereafter obligated for the payment of the whole or any part of the sums now or hereafter secured by this Mortgage shall be relieved of such obligation by reason of the failure of Mortgagee to comply with any request of Mortgagor, or of any other person so obligated, to take action to foreclose this Mortgage, or otherwise enforce any of the provisions of this Mortgage, or by reason of the release, regardless of consideration, of the whole or any part of any security held in accordance with the Note or Mortgage, or by reason of any agreement or stipulation between any subsequent owner or owners of the Mortgaged Property and Mortgagee extending the time of payment or modifying the terms of the Note or Mortgage without first having obtained the consent of Mortgagor or such other person, and in the latter event, Mortgagor and all such other persons shall continue to be liable for the making of such payments according to the terms of any such agreement of extension or modification unless expressly released and discharged in writing by Mortgagee.

5.7 Indemnification. In addition to any other indemnifications provided herein or in the Note, Mortgagor shall protect, defend, indemnify and save harmless Mortgagee with respect to the Note, and their respective directors, officers, employees and agents, and the respective successors and assigns of each of the foregoing parties, from and against all liabilities, obligations, claims, demands, damages, penalties, causes of action, losses, fines, costs and expenses (including, without limitation, reasonable attorneys' fees and expenses), imposed upon or incurred by or asserted against Mortgagee by reason of: (i) Mortgagor's ownership and operation of the Mortgaged Property or any

interest therein, including but not limited to any violation of environmental laws deriving from acts or omissions of Mortgagor after the date of acquisition by Mortgagor of the Premises; (ii) any accident, injury to or death of persons or loss of or damage to property occurring in, on or about the Mortgaged Property or any part thereof or on the adjoining sidewalks, curbs, adjacent property or adjacent parking areas, streets or ways occurring prior to a transfer of title to the Mortgaged Property pursuant to a foreclosure sale, deed in lieu of foreclosure, or bankruptcy proceeding; (iii) any use, nonuse or condition in, on or about the Mortgaged Property or any part thereof or on adjoining sidewalks, curbs, adjacent property or adjacent parking areas, streets or ways occurring prior to a transfer of title to the Mortgaged Property pursuant to a foreclosure sale, deed in lieu of foreclosure, or bankruptcy proceeding; (iv) any failure on the part of Mortgagor to perform or comply with any of the terms of this Mortgage or the Note occurring prior to a transfer of title to the Mortgaged Property pursuant to a foreclosure sale, deed in lieu of foreclosure, or bankruptcy proceeding; (v) performance of any labor or services or the furnishing of any materials or other property in respect of the Mortgaged Property or any part thereof occurring prior to a transfer of title to the Mortgaged Property pursuant to a foreclosure sale, deed in lieu of foreclosure, or bankruptcy proceeding; (vi) any representation or warranty made in the this Mortgage or the Note being false or misleading in any material adverse respect as of the date such representation or warranty was made; (vii) any claim by brokers, finders or similar persons claiming to be entitled to a commission in connection with any lease or other transaction involving the Mortgaged Property or any part thereof under any legal requirement or any liability asserted against Mortgagee with respect thereto; and (viii) the claims of any lessee of all or any portion of the Mortgaged Property or any person acting through or under any lessee or otherwise arising under or as a consequence of any lease occurring prior to a transfer of title to the Mortgaged Property pursuant to a foreclosure sale, deed in lieu of foreclosure, or bankruptcy proceeding (except for claims related to breach by Mortgagee of any agreements between Mortgagee and such lessees). Any amounts payable to Mortgagee by reason of the application of this section shall be due and payable within thirty (30) days of written demand therefor, shall be secured by the Mortgage and shall bear interest at the Default Rate from the date loss or damage is sustained by Mortgagee until paid. The obligations and liabilities of Mortgagor under this section shall survive any termination, satisfaction or assignment of this Mortgage or any transfer of title to the Mortgaged Property pursuant to a foreclosure sale, deed in lieu of foreclosure, or bankruptcy proceeding.

5.8 Additional Provisions. Mortgagor expressly agrees, on behalf of itself, the Mortgagor, their respective successors and assigns and any future owner of the Mortgaged Property, or any part thereof or interest therein, as follows:

(a) All remedies available to Mortgagee with respect to this Mortgage shall be cumulative and may be pursued concurrently or successively. No delay by Mortgagee in exercising any such remedy shall operate as a waiver thereof or preclude the exercise thereof during the continuance of that or any subsequent default.

(b) The obtaining of a judgment or decree on the Note, whether in the State of Florida or elsewhere, shall not in any manner affect the lien of this Mortgage upon

the Mortgaged Property covered hereby, and any judgment or decree so obtained shall be secured to the same extent as said Note is now secured.

(c) In the event of any foreclosure sale hereunder, all net proceeds shall be available for application to the indebtedness hereby secured whether or not such proceeds may exceed the value of the Mortgaged Property for unpaid taxes, liens, assessments and any other costs relating to the Mortgaged Property.

(d) The only limitation upon the foregoing agreements as to the exercise of Mortgagee's remedies is that there shall be but one full and complete satisfaction of the indebtedness secured hereby.

ARTICLE VI. MISCELLANEOUS

6.1 **Legal Existence.** If the Mortgaged Property is owned or held by an entity that is a partnership, corporation or limited liability company, such entity shall at all times maintain its legal existence and shall be fully authorized to do business in the State of Florida and shall maintain in the State of Florida a duly authorized registered agent for the service of process. Failure to comply with such obligations shall be a default under this Mortgage. Within ninety (90) days after the expiration of the time for filing its annual report and the payment of the appropriate corporate taxes in the State of Florida, Mortgagor will furnish to Mortgagee a certificate of good standing or other evidence satisfactory to Mortgagee to show each Mortgagor's compliance with the provisions of this Section.

6.2 **Statements by Mortgagor.** Mortgagor, within three (3) days after request in person or within ten (10) days after request by mail, will furnish to Mortgagee or any person, firm or corporation designated by Mortgagee, a duly acknowledged written statement setting forth the amount of the debt secured by this Mortgage, and stating either that no offsets or defenses exist against such debt, or, if such offsets or defenses are alleged to exist, full information with respect to such alleged offsets and/or defenses.

6.3 **Successors and Assigns.** The provisions hereof shall be binding upon and shall inure to the benefit of the Mortgagor, its successors and assigns, including without limitation subsequent owners of the Premises or the leasehold estate of the Premises or any part thereof and shall be binding upon and shall inure to the benefit of Mortgagee, its successors and assigns and any future holder of the Note, and any successors or assigns of any future holder of the Note. The term "Mortgagor" as used in this Mortgage and any other loan documents shall refer to all of the persons and entities so identified on the first page of this Mortgage, collectively and individually. In the event the ownership of the Mortgaged Property or any leasehold estate that may be covered by this Mortgage, becomes vested in a person other than Mortgagor, Mortgagee may, without notice to Mortgagor, deal with such successor or successors in interest with reference to this instrument and the Note in the same manner as with the Mortgagor, and may alter the interest rate and/or alter or extend the terms of payments of the instrument and the Note in the same manner as with the Mortgagor, and may alter the interest rate and/or alter or

extend the terms of payments of the Note without notice to Mortgagor hereunder or under the Note hereby secured or the lien or priority of this Mortgage with respect to any part of the Mortgaged Property covered hereby, but nothing herein contained shall serve to relieve Mortgagor of any liability under the Note or this Mortgage (or any other agreement executed in conjunction therewith) unless Mortgagee shall expressly release Mortgagor in writing. Mortgagor and any transferee or assignee shall be jointly and severally liable for any documentation or intangible taxes imposed as a result of any transfer or assumption.

6.4 **Notices.** All notices, demands and requests given by either party hereto to the other party shall be in writing and made in accordance with the following:

If to Mortgagor:

Attn: Don Stevenson
Selvitz I, LLC
631 US Highway One, Suite 409
North Palm Beach, FL 33408

With a copy to:

Attn: David C. Tassell, Esq.
Joseph C. Kempe, P.A.
941 N. Highway A1A
Jupiter, FL 33477

If to Mortgagee:

Attn: Richard Sabella
675 Asset HoldingCo, LLC
675 Indiantown Road, Suite 103
Jupiter, FL 33458

The Mortgagor shall deliver to the Mortgagee, promptly upon receipt of same, copies of all notices, certificates, documents and instruments received by it which materially affect any part of the Mortgaged Property covered hereby, including, without limitation, notices, from any lessee or sublessee claiming that the Mortgagor is in default under any terms of any lease or sublease.

6.5 **Modifications in Writing.** This Mortgage may not be changed, terminated or modified orally or in any other manner than by an instrument in writing signed by the party against whom enforcement is sought.

6.6 **Captions.** The captions or headings at the beginning of each Section hereof are for the convenience of the parties and are not a part of this Mortgage.

6.7 Invalidity of Certain Provisions. If the lien of this Mortgage is invalid or unenforceable as to any part of the debt, or if the lien is invalid or unenforceable as to any part of the Mortgaged Property, the unsecured portion of the debt shall be completely paid prior to the payments of the secured portion of the debt, and all payments made on the debt, whether voluntarily or otherwise, shall be considered to have been first paid on and applied to the full payment of that portion of the debt which is not secured or fully secured by the lien of this Mortgage.

6.8 No Merger. If both the lessor's and lessee's estates under any lease or any portion thereof which constitutes a part of the Mortgaged Property shall at any time become vested in one owner, this Mortgage and the lien created hereby shall not be destroyed or terminated by application of the doctrine of merger and, in such event, Mortgagee shall continue to have and enjoy all of the rights and privileges of Mortgagee as to the separate estates. In addition, upon the foreclosure of the lien created by this Mortgage on the Mortgaged Property pursuant to the provisions hereof, any leases or subleases then existing and created by Mortgagor shall not be destroyed or terminated by application of the law of merger or as a result of such foreclosure sale unless Mortgagee shall so elect. No act by or on behalf of Mortgagee or any such purchaser shall constitute a termination of any lease or sublease unless Mortgagee or such purchaser shall give written notice thereof to such tenant or subtenant.

6.9 Governing Law and Construction of Clauses; Waiver of Jury Trial; Submission to Jurisdiction. THIS MORTGAGE SHALL BE GOVERNED AND CONSTRUED BY THE LAWS OF THE STATE OF FLORIDA. NO ACT OF THE MORTGAGEE SHALL BE CONSTRUED AS AN ELECTION TO PROCEED UNDER ANY ONE PROVISION OF THE MORTGAGE OR OF THE APPLICABLE STATUTES OF THE STATE OF FLORIDA TO THE EXCLUSION OF ANY OTHER SUCH PROVISION, ANYTHING HEREIN OR OTHERWISE TO THE CONTRARY NOTWITHSTANDING.

EXCEPT AS PROHIBITED BY LAW, MORTGAGOR AND MORTGAGEE (BY ACCEPTANCE HEREOF) EACH HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVES THE RIGHT TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION (INCLUDING, BUT NOT LIMITED TO, ANY CLAIMS, CROSS-CLAIMS AND THIRD PARTY CLAIMS) BASED ON, OR ARISING OUT OF, UNDER, OR IN CONNECTION WITH, THIS INSTRUMENT OR THE NOTE AND THE TRANSACTIONS CONTEMPLATED THEREIN, OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS (WHETHER VERBAL OR WRITTEN) OR ACTIONS OF MORTGAGOR, MORTGAGEE OR ANY GUARANTOR.

MORTGAGOR IRREVOCABLY AND UNCONDITIONALLY (A) AGREES THAT ANY SUIT, ACTION, OR OTHER LEGAL PROCEEDING ARISING OUT OF OR RELATING TO THE NOTE OR THIS MORTGAGE SHALL BE BROUGHT EXCLUSIVELY, AT THE OPTION OF MORTGAGEE, IN A COURT OF RECORD OF THE STATE OF FLORIDA IN AND FOR PALM BEACH COUNTY, THE COUNTY

IN WHICH THE PROPERTY IS LOCATED OR IN THE UNITED STATES DISTRICT COURT FOR THE SOUTHERN DISTRICT OF FLORIDA, UNLESS OTHERWISE REQUIRED BY OPERATION OF LAW; (B) CONSENT TO THE JURISDICTION OF EACH SUCH COURT IN ANY SUCH SUIT, ACTING OR PROCEEDING; AND (C) WAIVE ANY OBJECTION WHICH IT OR THEY MAY HAVE TO THE LAYING OF VENUE OF ANY SUCH SUIT, ACTION OR PROCEEDING IN ANY OF SUCH COURTS.

6.10 Transfer or Further Encumbrance. In the event all or any part of the property encumbered by this Mortgage, or any interest therein, is sold, conveyed, encumbered or otherwise transferred by the Mortgagor, without Mortgagee's prior written consent, or, if Mortgagor is a partnership, any general partner of Mortgagor ceases to be a general partner, or if Mortgagor is a corporation (including a limited liability company: (i) any shareholder or member of Mortgagor owning directly or indirectly any of the issued and outstanding stock of or membership interests in Mortgagor as of the date hereof transfers, during the term of this Mortgage, any of such stock or interests; or (ii) any additional stock is issued after the date hereof, then, and in the event any of the foregoing events occur, Mortgagee may, in its sole discretion require a modification of the terms of the loan or loans secured hereby including without limitation those related to the rate of interest and terms or schedule or repayment) in a manner satisfactory to Mortgagee, and may charge an "assumption fee" or similar fee in consideration of such modification or approval or accelerate the indebtedness secured hereby and declare the then outstanding balance, with all accrued interest to be immediately due and payable.

6.11 Financial Statements. Mortgagor shall comply with the financial reporting requirements of the Loan Agreement.

6.12 Other Indebtedness Secured. This Mortgage is also given as security for any and all other sums, indebtedness, obligations and liabilities of any and every kind now or hereafter during the term hereof owing and to become due from Mortgagor to Mortgagee, however created, incurred, evidenced, acquired or arising, whether under the Note or this Mortgage, or any other instrument, obligation, contract, agreement or dealing of any and every kind now or hereafter existing or entered into between Mortgagor and Mortgagee, or otherwise, as amended, modified or supplemented from time to time, and whether direct, indirect, primary, secondary, fixed or contingent, and any and all renewals, modifications or extensions of any or all of the foregoing.

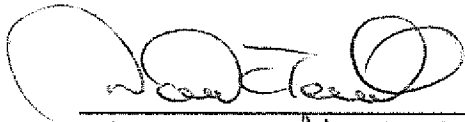
[signatures on following page]

IN WITNESS WHEREOF, Mortgagor has hereunto set hand and seal as of the day and year first hereinbefore written.

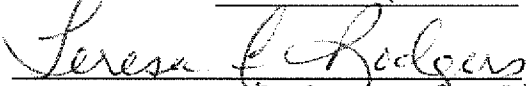
SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:

“MORTGAGOR”

SELVITZ I, LLC, a Florida limited liability
company



Witness Name: DAVID C. TASSELL



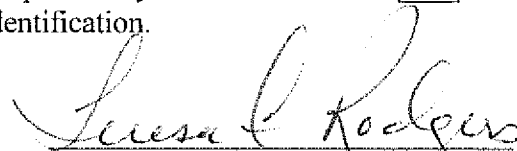
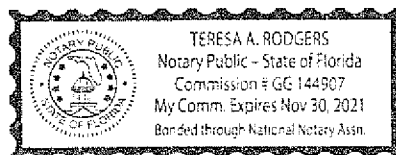
Witness Name: TERESA A. RODGERS

By: 
Donald Stevenson, Manager

STATE OF FLORIDA
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, on this 12th day of August, 2021, by Donald Stevenson, as Manager of Selvitz I, LLC, ☒ who is/are personally known to me or ☐ who produced _____ as identification.

(SEAL)


Notary Public, State of Florida

Name: _____

My Commission Expires: _____

EXHIBIT "A"

SELVITZ I

A PARCEL OF LAND LYING IN SECTION 32, TOWNSHIP 35 SOUTH, RANGE 40 EAST, ST. LUCIE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: FOR A POINT OF REFERENCE, COMMENCE AT THE SOUTHWEST CORNER OF SAID SECTION 32; THENCE NORTH 00°04'38" EAST, ALONG THE WEST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 32, A DISTANCE OF 1457.23 FEET; THENCE SOUTH 89°55'22" EAST, A DISTANCE OF 50.00 FEET TO THE EAST RIGHT-OF-WAY LINE OF SELVITZ ROAD AND THE POINT OF BEGINNING. THENCE NORTH 00°04'38" EAST, ALONG THE SAID EAST RIGHT-OF-WAY LINE, A DISTANCE OF 1013.67 FEET; THENCE SOUTH 89°58'14" EAST, A DISTANCE OF 150.00 FEET; THENCE NORTH 45°01'46" EAST, A DISTANCE OF 42.43 FEET; THENCE SOUTH 89°58'14" EAST, A DISTANCE OF 2007.17 FEET; THENCE SOUTH 00°07'05" EAST, A DISTANCE OF 1563.08 FEET; THENCE SOUTH 89°55'13" WEST, A DISTANCE OF 1414.65 FEET; THENCE NORTH 00°01'42" EAST, A DISTANCE OF 463.09 FEET; THENCE SOUTH 89°57'24" WEST, A DISTANCE OF 577.30 FEET; THENCE NORTH 45°02'36" WEST, A DISTANCE OF 84.85 FEET; THENCE SOUTH 89°57'24" WEST, A DISTANCE OF 140.01 FEET TO THE EAST RIGHT OF WAY LINE OF SELVITZ ROAD AND THE POINT OF BEGINNING.

Exhibit "B"

All of the following property now or hereafter owned by Mortgagor and located on, or relating to that certain tract of land described on Exhibit "A" attached hereto and made a part hereof, together with the buildings and improvements thereon erected or to be erected (hereinafter referred to as the "Premises").

1. All leasehold estate, and all right, title and interest of Mortgagor in and to all leases or subleases covering the Premises or any portion thereof now or hereafter existing or entered into, and all right, title and interest of Mortgagor thereunder, including, without limitation, all cash or security deposits, advance rentals, and deposits or payments of similar nature;
2. All right, title and interest of Mortgagor in and to all options to purchase or lease the Premises or any portion thereof or interest therein, and any greater estate in the Premises owned or hereafter acquired;
3. All easements, streets, ways, alleys, rights-of-way and rights used in connection therewith or as a means of access thereto, and all tenements, hereditaments and appurtenances thereof and thereto, and all water rights;
4. Any and all buildings, structures and improvements now or hereafter erected thereon, including, but not limited to the fixtures, attachments, appliances, equipment, machinery, and other articles attached to said buildings, structures and improvements (sometimes hereinafter referred to as the "Improvements");
5. All fixtures, appliances, machinery, equipment, furniture, furnishings and articles of personal property now or hereafter affixed to, placed upon or used in connection with the operation of any of said properties all gas, steam, electric, water and other heating, cooking, refrigerating, lighting, plumbing, ventilating, irrigating and power systems, machines, appliances, fixtures, and appurtenances which are now or may hereafter pertain or be used with, in or on said Premises, even though they may be detached or detachable and all building improvement and construction materials, supplies and equipment hereafter delivered to said Premises contemplating installation or use in the constructions thereon and all rights and interest of Mortgagor in building permits and architectural plans and specifications relating to contemplated constructions or Improvements on said Premises and all rights and interests of Mortgagor in present or future mortgage loan commitments pertaining to any of said Premises or Improvements thereon;
6. All awards and proceeds of condemnation for the Premises or any part thereof to which Mortgagor is entitled for any taking of all or any part of the Premises by condemnation or exercise of the right of eminent domain;
7. All rents, issues and profits of the Premises and all the estate, right, title and interest of every nature whatsoever of the Mortgagor in and to the same;
8. All accounts (including contract rights) and general intangibles pertaining to or arising from or in connection with all or any part of the Premises, as hereinafter defined, including

without limitation all proceeds and chooses in action arising under any insurance policies maintained with respect to all or any part of the Premises;

9. All of the contracts and subcontracts including, without limitation, architectural and engineering contracts now or hereafter existing with respect to construction on the Premises, together with all payment and performance bonds securing the obligations thereof;

10. All building permits, surveys, architectural and engineering plans and specifications, shop drawings, governmental approvals, licenses, agreements with any utility companies (together with any deposits, prepaid fees and charges paid thereon) and any other consents, approvals and rights which it may now or hereafter own with respect to or in connection with the Premises;

11. All warranties and guaranties now or hereafter given covering any furniture, furnishings, equipment, machinery, building supplies and materials, business machines, tools, appliances, fixtures and other property now or hereafter located on or placed upon the Premises, including without limitation, air conditioning, heating and other appliances and equipment; and,

12. All proceeds, products, replacements, additions, substitutions, renewals and accessions of any of the foregoing items.

Prepared by and return to:
David Carlton Tassell
Counselors Title Company, LLC
941 North Highway A1A
Jupiter, FL 33477
File Number: **6748.740**

[Space Above This Line For Recording Data]

Warranty Deed

This Warranty Deed made this 10th day of August, 2021 between Midway St. Lucie LLC, a Foreign limited liability company whose post office address is 675 W. Indiantown Road, Suite 103, Jupiter, FL 33458, grantor, and Selvitz II, LLC, a Florida limited liability company whose post office address is 631 U.S. Highway One, Suite 409, North Palm Beach, FL 33408, grantee:

(Whenever used herein the terms "grantor" and "grantee" include all the parties to this instrument and the heirs, legal representatives, and assigns of individuals, and the successors and assigns of corporations, trusts and trustees)

Witnesseth, that said grantor, for and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable considerations to said grantor in hand paid by said grantee, the receipt whereof is hereby acknowledged, has granted, bargained, and sold to the said grantee, and grantee's heirs and assigns forever, the following described land, situate, lying and being in Saint Lucie County, Florida to-wit:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF.

Parcel Identification Number: 2432-211-005-000/6

Subject to taxes for 2021, and all subsequent years; covenants, conditions, restrictions, easements, reservations and limitations of record, if any.

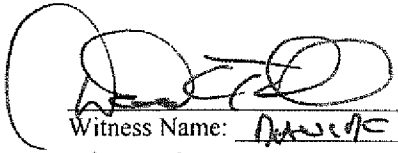
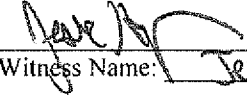
Together with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

To Have and to Hold, the same in fee simple forever.

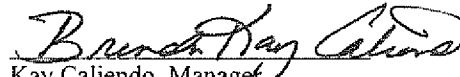
And the grantor hereby covenants with said grantee that the grantor is lawfully seized of said land in fee simple; that the grantor has good right and lawful authority to sell and convey said land; that the grantor hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances, except taxes accruing subsequent to **December 31, 2020 and matters known to Grantee or of record.**

In Witness Whereof, grantor has hereunto set grantor's hand and seal the day and year first above written.

Signed, sealed and delivered in our presence:


Witness Name: DANIELLE TASSELL

Witness Name: JESSE HAP

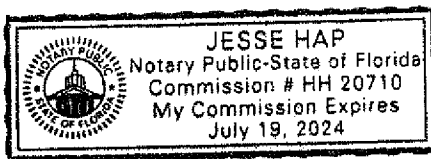
Midway St. Lucie, LLC, a Foreign limited liability company

By: 
Kay Caliengo, Manager

State of Florida
County of Palm Beach

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 16 day of August, 2021 by Kay Caliengo, Manager of Midway St. Lucie, LLC, a Foreign limited liability company, on behalf of the company, who ☐ is personally known to me or ☒ has produced a driver's license as identification.

[Notary Seal]



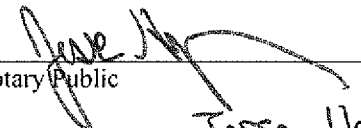

Notary Public
Printed Name: Jesse Hap
My Commission Expires: _____

EXHIBIT "A"

SELVITZ II

THE NORTH 1/2 OF THE SOUTHWEST 1/4, THE NORTH 1/2 OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 AND THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4, ALL IN SECTION 32, TOWNSHIP 35 SOUTH, RANGE 40 EAST, ST. LUCIE COUNTY, FLORIDA; LESS AND EXCEPT THOSE PORTIONS OF THE ABOVE DESCRIBED PROPERTY DESCRIBED IN RIGHT-OF-WAY DEEDS RECORDED IN DEED BOOK 140, PAGE 207 AND DEED BOOK 140, PAGE 198, AND ALSO LESS AND EXCEPT RIGHT-OF-WAY FOR NORTH ST. LUCIE RIVER WATER MANAGEMENT DISTRICT CANAL NO. 101.

ALSO LESS AND EXCEPT THEREFROM:

A PARCEL OF LAND LYING IN SECTION 32, TOWNSHIP 35 SOUTH, RANGE 40 EAST, ST. LUCIE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: FOR A POINT OF REFERENCE, COMMENCE AT THE SOUTHWEST CORNER OF SAID SECTION 32; THENCE NORTH 00°04'38" EAST, ALONG THE WEST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 32, A DISTANCE OF 1457.23 FEET; THENCE SOUTH 89°55'22" EAST, A DISTANCE OF 50.00 FEET TO THE EAST RIGHT-OF-WAY LINE OF SELVITZ ROAD AND THE POINT OF BEGINNING. THENCE NORTH 00°04'38" EAST, ALONG THE SAID EAST RIGHT-OF-WAY LINE, A DISTANCE OF 1013.67 FEET; THENCE SOUTH 89°58'14" EAST, A DISTANCE OF 150.00 FEET; THENCE NORTH 45°01'46" EAST, A DISTANCE OF 42.43 FEET; THENCE SOUTH 89°58'14" EAST, A DISTANCE OF 2007.17 FEET; THENCE SOUTH 00°07'05" EAST, A DISTANCE OF 1563.08 FEET; THENCE SOUTH 89°55'13" WEST, A DISTANCE OF 1414.65 FEET; THENCE NORTH 00°01'42" EAST, A DISTANCE OF 463.09 FEET; THENCE SOUTH 89°57'24" WEST, A DISTANCE OF 577.30 FEET; THENCE NORTH 45°02'36" WEST, A DISTANCE OF 84.85 FEET; THENCE SOUTH 89°57'24" WEST, A DISTANCE OF 140.01 FEET TO THE EAST RIGHT OF WAY LINE OF SELVITZ ROAD AND THE POINT OF BEGINNING.

Prepared by:
David C. Tassell, Esq.
Joseph C. Kempe, P.A.
941 N. Highway A1A
Jupiter, FL 33477

MORTGAGE, ASSIGNMENT OF LEASES AND
SECURITY AGREEMENT

THIS MORTGAGE executed this 10th day of August, 2021 by **SELVITZ III, LLC, a Florida limited liability company**, whose address for notice under this Mortgage is 631 US Highway One, Suite 409, North Palm Beach, FL 33408 (the "Mortgagor") in favor of **675 ASSET HOLDINGCO, LLC**, a Delaware limited liability company, whose address is 675 Indiantown Road, Suite 103, Jupiter, FL 33458 (hereinafter referred to as the "Mortgagee").

WITNESSETH:

That for good and valuable consideration and to secure the payment of an indebtedness in the aggregate sum of ONE HUNDRED NINETY SEVEN THOUSAND FIVE HUNDRED FIFTY SEVEN DOLLARS AND SIX CENTS (\$197,557.06), or so much thereof as may be advanced, to be paid in accordance with a note of even date herewith (the "Note") from Mortgagor (which note has a maturity date of August 10, 2023 unless extended according to the terms thereunder) together with interest thereon and any and all sums due or which may become due from Mortgagor to the Mortgagee, the Mortgagor does grant, bargain, sell, alien, remise, release, convey and confirm unto the Mortgagee its successors and assigns, in fee simple, all of that certain tract of land of which the Mortgagor is now seized and possessed and in actual possession, situate in the County of St. Lucie, State of Florida, which is more fully described in Exhibit "A" attached hereto and made a part hereof, together with the buildings and improvements thereon erected or to be erected (hereinafter referred to as the "Premises");

TOGETHER with:

(i) all leasehold estate, and all right, title and interest of Mortgagor in and to all leases or subleases covering the Premises or any portion thereof now or hereafter existing or entered into, and all right, title and interest of Mortgagor thereunder, including, without limitation, all cash or security deposits, advance rentals, and deposits or payments of similar nature;

(ii) all right, title and interest of Mortgagor in and to all options to purchase or lease the Premises or any portion thereof or interest therein, and any greater estate in the Premises owned or hereafter acquired;

(iii) all easements, streets, ways, alleys, rights-of-way and rights used in connection therewith or as a means of access thereto, and all tenements, hereditaments and appurtenances thereof and thereto, and all water rights;

(iv) any and all buildings, structures and improvements now or hereafter erected thereon, including, but not limited to the fixtures, attachments, appliances, equipment, machinery, and other articles attached to said buildings, structures and improvements (sometimes hereinafter referred to as the "Improvements");

(v) all fixtures, appliances, machinery, equipment, furniture, furnishings and articles of personal property now or hereafter affixed to, placed upon or used in connection with the operation of any of said properties all gas, steam, electric, water and other heating, cooking, refrigerating, lighting, plumbing, ventilating, irrigating and power systems, machines, appliances, fixtures, and appurtenances which are now or may hereafter pertain or be used with, in or on said Premises, even though they may be detached or detachable and all building improvement and construction materials, supplies and equipment hereafter delivered to said land contemplating installation or use in the constructions thereon and all rights and interest of Mortgagor in building permits and architectural plans and specifications relating to contemplated constructions or Improvements on said Premises and all rights and interests of Mortgagor in present or future mortgage loan commitments pertaining to any of said Premises or Improvements thereon (sometimes hereinafter referred to as the "Personal Property");

(vi) all awards and proceeds of condemnation for the Premises or any part thereof to which Mortgagor is entitled for any taking of all or any part of the Premises by condemnation or exercise of the right of eminent domain. All such awards and condemnation proceeds are hereby assigned to Mortgagee and the Mortgagee is hereby authorized, subject to the provisions contained in this Mortgage, to apply such awards and condemnation proceeds or any part thereof, after deducting therefrom any expenses incurred by the Mortgagee in the collection or handling thereof, toward the payment, in full or in part, of the Note, notwithstanding the fact that the amount owing thereon may not then be due and payable;

(vii) all rents, issues and profits of the Premises and all the estate, right, title and interest of every nature whatsoever of the Mortgagor in and to the same;

(viii) all accounts (including contract rights) and general intangibles pertaining to or arising from or in connection with all or any part of the Mortgaged Property, as hereinafter defined, including without limitation all proceeds and chooses in action arising under any insurance policies maintained with respect to all or any part of the Mortgaged Property; and,

(ix) all proceeds, products, replacements, additions, substitutions, renewals and accessions of any of the foregoing items.

All of the foregoing real and personal property, and all rights, privileges and franchises are collectively referred to as the "Mortgaged Property".

TO HAVE AND TO HOLD all and singular the Mortgaged Property hereby conveyed, and the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof and also all the estate, right, title, interest property, possession, claim and demand whatsoever as well in law as in equity of the said Mortgagor in and to the same and every part and parcel thereof unto the said Mortgagee in fee simple.

PROVIDED ALWAYS that Mortgagor shall pay to the Mortgagee any and all indebtedness due by Mortgagor to Mortgagee (including the indebtedness evidenced by the Note and any and all renewals of the same) and shall perform, comply with and abide by each and every stipulation, agreement, condition, and covenant of the Note and of this Mortgage; then this Mortgage and the estate hereby created shall cease and be null and void. Provided, it is further covenanted and agreed by the parties hereto that this Mortgage also secures the payment of and includes all future or further advances as hereinafter set forth, to the same extent as if such made on the date of the execution of this Mortgage, and any disbursements made for the payment of tax, levies or insurance on the Mortgaged Property, with interest on such disbursements at the Default Rate as hereinafter defined.

To protect the security of this Mortgage, the Mortgagor further covenants, warrants and agrees with the Mortgagee as follows:

ARTICLE I. COVENANTS AND AGREEMENTS OF MORTGAGOR

1.1 Payment of Secured Obligations. Mortgagor shall pay when due the principal of, and the interest on, the indebtedness evidenced by the Note, and the charges, fees and the principal of, and interest on, any future advances secured by this Mortgage and shall otherwise comply with all of the terms of the Note and this Mortgage.

1.2 Warranties and Representations. Mortgagor hereby covenants with Mortgagee that Mortgagor is indefeasibly seized of the Mortgaged Property in fee simple; that the Mortgagor has full power and lawful right to convey the same in fee simple as aforesaid; that it shall be lawful for Mortgagor at all times to peaceably and quietly to enter upon, hold, occupy and enjoy said Mortgaged Property and every part thereof; that Mortgagor will make such further assurances to perfect the lien interest in said Premises in Mortgagee, as may reasonably be required; and that Mortgagor does hereby fully warrant the title to the Mortgaged Property and every part thereof and will defend the same against the lawful claims of all persons whomsoever.

Mortgagor further represents and warrants to Mortgagee that all information, reports, paper, and data given to Mortgagee with respect to Mortgagor, and to the loan evidenced by the Note and Mortgage are accurate and correct in all material respects and complete insofar as may be necessary to give Mortgagee a true and accurate knowledge of the subject matter.

1.3 Ground Leases, Subleases and Easements. Mortgagor, at Mortgagor's sole cost and expense, shall maintain and cause to be performed all of the covenants, agreements, terms, conditions and provisions on its part to be kept, observed and performed under any ground lease, lease, sublease or easements which may constitute a portion of or an interest in the Premises, shall require its tenants or subtenants to keep, observe and perform all the covenants, agreements, terms, conditions and provisions on their part to be kept, observed or performed under any and all ground leases, leases, subleases or easements; and shall not suffer or permit any breach or default to occur with respect to the foregoing; and if Mortgagor is in default thereof the Mortgagee shall have the right, after prior notice to Mortgagor, to perform or to require performance of any such covenants, agreements, terms, conditions or provisions of any such ground lease, lease, sublease or easements and to add any expense incurred in connection therewith to the debt secured hereby, which such expense shall bear interest from the date of payment to the date of recovery by the Mortgagee at the Default Rate as hereinafter defined. Any such payment by the Mortgagee with interest thereon shall be immediately due and payable. The Mortgagor shall not, without the consent of the Mortgagee, consent to the modification, amendment, cancellation, termination or surrender of any such ground lease, lease, sublease, or easement, except in the ordinary course of Mortgagor's leasing activities and in the exercise of prudent business judgment.

No release or forbearance of any of the Mortgagor's obligations under any such ground lease, lease, or sublease, shall release Mortgagor from any of its obligations under this Mortgage.

1.4 Required Insurance. Mortgagor will, at Mortgagor's sole cost and expense, maintain or cause to be maintained with respect to the Mortgaged Property, and each part thereof, the following insurance:

(a) upon completion of the Improvements, or if such Improvements are already completed, "all-risk" fire and extended coverage hazard insurance in an amount not less than 100% of the agreed upon full insurable replacement value of the Mortgaged Property, including coverage for loss of rents or business interruption;

(b) comprehensive general public liability insurance in an amount satisfactory to Mortgagee;

(c) if the Improvements are located in a special flood hazard area, flood insurance is required in the amount equal to the lesser of the loan amount or maximum available under the National Flood Insurance Program, but in no event should the amount of coverage be less than the value of the Improvements; and

(d) such other insurance, and in such amounts, as may from time to time be required by Mortgagee against the same or other hazards.

All policies of insurance required by the terms of this Mortgage shall contain an endorsement or agreement by the insurer that any loss shall be payable in accordance with the terms of such policy notwithstanding any act or negligence of Mortgagor which might otherwise result in forfeiture of said insurance and the further agreement of the insurer waiving all rights of set off, counterclaim or deductions against Mortgagor.

Mortgagor may affect for its own account any insurance not required under this Section 1.4, but any such insurance effected by Mortgagor on the Mortgaged Property, whether or not so required, shall be for the mutual benefit of Mortgagor and Mortgagee and shall be subject to the other provisions of this Mortgage.

1.5 Delivery of Policies, Payment of Premiums. All policies of insurance shall have attached thereto a lender's loss payment endorsement for the benefit of Mortgagee in form satisfactory to Mortgagee. Mortgagor shall furnish Mortgagee with an original policy of all policies of required insurance. If Mortgagee consents to Mortgagor providing any of the required insurance through blanket policies carried by Mortgagor and covering more than one location, then Mortgagor shall furnish Mortgagee with a certificate of insurance for each such policy setting forth the coverage, the limits of liability, the name of the carrier, the policy number, and the expiration date. At least thirty (30) days prior to the expiration of each such policy, Mortgagor shall furnish Mortgagee with evidence satisfactory to Mortgagee of the Payment of premium and the reissuance of a policy continuing insurance in force as required by this Mortgage. All such policies shall contain a provision that such policies will not be canceled or materially amended, which term shall include any reduction in the scope or limits of coverage, without at least thirty (30) days prior written notice to Mortgagee. In the event Mortgagor fails to provide, maintain, keep in force or deliver and furnish to Mortgagee the policies of insurance required by this Section, Mortgagee may procure such insurance or single-interest insurance for such risks covering Mortgagee's interest, and Mortgagor will pay all premiums thereon promptly upon demand by Mortgagee, and until such payment is made by Mortgagor the amount of all such premiums together with interest thereon at the rate of interest after maturity or default provided in the Note or the maximum rate permitted by Florida law, whichever is less (the "Default Rate").

1.6 Insurance Proceeds. After the happening of any casualty to the Mortgaged Property or any part thereof, Mortgagor shall give prompt written notice thereof to Mortgagee.

(a) In the event of any damage to or destruction of the Mortgaged Property, Mortgagee shall have the option in its sole discretion of applying or requiring Mortgagor to pay all or part of the insurance proceeds (i) to any indebtedness secured

hereby and in such order as Mortgagee may determine, or (ii) to the restoration of the Improvements, or (iii) to Mortgagor.

(b) Except to the extent that insurance proceeds are applied to the indebtedness secured hereby, nothing herein contained shall be deemed to excuse Mortgagor from repairing or maintaining the Mortgaged Property as provided in this Mortgage or restoring all damage or destruction to the Mortgaged Property, regardless of whether or not there are insurance proceeds available or whether any such proceeds are sufficient in amount, and the application or release of any insurance proceeds shall not cure or waive any default or notice of default under this Mortgage or invalidate any act done pursuant to such notice.

1.7 Assignment of Policies Upon Foreclosure. In the event of foreclosure of this Mortgage or other transfer of title or assignment of the Mortgaged Property in extinguishment, in whole or in part, of the debt secured hereby, all right, title and interest of the Mortgagor in and to all policies of insurance required by this Section shall inure to the benefit of and pass the successor in interest to Mortgagor or the purchaser or grantee of the Mortgaged Property. Mortgagor hereby appoints Mortgagee its attorney-in-fact to endorse any checks, draft or other instruments representing any proceeds of such insurance, whether payable by reason of loss thereunder or otherwise.

1.8 Taxes, Utilities and Impositions. Mortgagor will pay, or cause to be paid and discharged, on or before the last day on which they may be paid without penalty or interest, all such duties, taxes, sewer rents, charges for water, or for setting or repairing of meters, and all other utilities on the Mortgaged Property or any part thereof, and any assessments and payments, usual or unusual, extraordinary or ordinary, which shall be imposed upon or become due and payable or become a lien upon the Premises or any part thereof and the sidewalks or streets in front thereof and any vaults therein by virtue of any present or future law of the United States or of the State, County, or City wherein the Premises are located (all of the foregoing being herein collectively called "Impositions"). In default of any such payment of any Imposition, Mortgagee may pay the same and the amount so paid by Mortgagee shall, at the mortgagee's option, become immediately due and payable with interest at the Default Rate and shall be deemed part of the indebtedness secured by this Mortgage.

If at any time there shall be assessed or imposed (i) a tax or assessment on the Premises in lieu of or in addition to the Impositions payable by Mortgagor pursuant to this section or (ii) a license fee, tax or assessment imposed on Mortgagee and measured by or based in whole or in part upon the amount of the outstanding obligations secured hereby, then all such taxes, assessments or fees shall be deemed to be included with the term "Impositions" as defined in this Section, and Mortgagor shall pay and discharge the same as herein provided with respect to the payment of Impositions or, at the option of Mortgagee, all obligations secured hereby, together with all accrued interest thereon, shall immediately become due and payable. Anything to the contrary herein notwithstanding, Mortgagor shall have no obligation to pay any franchise, estate, inheritance, income, excess profits or similar tax levied on Mortgagee or on the obligations secured hereby.

Mortgagor will pay all mortgage recording taxes and fees payable with respect to this Mortgage or other mortgage or transfer taxes due on account of this Mortgage or the Note secured hereby.

Mortgagor will exhibit to Mortgagee the original receipts or other reasonably satisfactory proof of the payment of all Impositions which may affect the Mortgaged Property or any part thereof or the lien of the Mortgage promptly following the last date on which each Impositions is payable hereunder.

Notwithstanding the foregoing, Mortgagor shall have the right, after prior written notice to Mortgagee, to contest at its own expense the amount and validity of any Imposition affecting the Mortgaged Property by appropriate proceedings conducted in good faith and with due diligence and to postpone or defer payment thereof, if and so long as:

(a) Such proceedings shall operate to suspend the collection of such Imposition from Mortgagor or the Mortgaged Property; or

(b) Neither the Mortgaged Property nor any part thereof would be in immediate danger of being forfeited or lost by reason of such proceedings, postponement or deferment; and

(c) In the case of any Impositions affecting the Mortgaged Property which might be or become a lien, encumbrance or charge upon or result in any forfeiture or loss of the Mortgaged Property or any part thereof, or which might result in loss or damage to Mortgagor or Mortgagee, Mortgagor, prior to the date such Imposition would become delinquent, shall have furnished Mortgagee with security satisfactory to Mortgagee, and, in the event that such security is furnished, Mortgagee shall not have the right during the period of the contest to pay, remove or discharge the Imposition.

1.9 Maintenance, Repairs, Alterations. Mortgagor shall keep the Mortgaged Property, or cause the same to be kept, in good condition and repair and fully protected from the elements to the satisfaction of Mortgagee; Mortgagor shall not commit nor permit to be committed waste thereon and shall not do nor permit to be done any act by which the Mortgaged Property shall become less valuable; Mortgagor will not remove, demolish or structurally alter any of the Improvements except such alterations as may be required by laws, ordinances or regulations) without the prior written permission of the Mortgagee; Mortgagor shall complete promptly and in good and workmanlike manner any building or other improvement which may be constructed on the Premises and promptly restore in like manner any Improvements which may be damaged or destroyed thereon and will pay when due all claims for labor performed and materials furnished therefor; Mortgagor shall use and operate, and shall require its lessees to use or operate, the Mortgaged Property in compliance with all applicable laws, ordinances, regulations, covenants, conditions and restrictions, and with all applicable requirements of any ground lease, lease or sublease now or hereafter affecting the Premises or any part thereof. Unless required by law or

unless Mortgagee has otherwise agreed in writing, Mortgagor shall not allow changes in the stated use of Mortgaged Property from that which was disclosed to Mortgagee at the time of execution hereof. Mortgagor shall not initiate or acquiesce to a zoning change of the Mortgaged Property without the prior notice to and consent of Mortgagee, which consent shall not be unreasonably withheld. Mortgagee and its representatives shall have access to the Premises at all reasonable times after reasonable notice to determine whether Mortgagor is complying with its obligations under this Mortgage, including, but not limited to, those set out in this Section.

1.10 Eminent Domain. Should the Mortgaged Property, or any part thereof or interest therein, be taken or damaged by reason of any public use improvement or condemnation proceeding, or in any other manner ("Condemnation"), or should Mortgagor receive any notice or other information regarding such Condemnation, Mortgagor shall give prompt written notice thereof to Mortgagee.

(a) Mortgagee shall be entitled to all compensation, awards and other payments or relief granted in connection with such Condemnation, and shall be entitled, at its option, to commence, appear in and prosecute in its own name any action or proceedings relating thereto. Mortgagee shall also be entitled to make any compromise or settlement in connection with such taking or damage. All such compensation, awards, damages, rights of action and proceeds awarded to Mortgagor (the "Proceeds") are hereby assigned to Mortgagee and Mortgagor agrees to execute such further assignments of the Proceeds as Mortgagee may require.

(b) In the event any portion of the Mortgaged Property is so taken or damaged, Mortgagee shall have the option in its sole and absolute discretion, to apply all such Proceeds, after deducting therefrom all reasonable costs and expenses (regardless of the particular nature thereof and whether incurred with or without suit), including attorneys' fees, incurred by it in connection with such Proceeds, upon any indebtedness secured hereby, or to apply all such Proceeds, after such deductions, to the restoration of the Mortgaged Property upon such conditions as Mortgagee may determine. Such application or release shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice.

(c) Any amounts received by Mortgagee hereunder (after payment of any reasonable costs in connection with obtaining same), shall, if retained by Mortgagee, be applied in payment of any accrued interest and then in reduction of the then outstanding principal sum of the note, notwithstanding that same may not then be due and payable. Any amount so applied to principal shall be applied to the payment of installments of principal on the Note in inverse order of their due dates.

1.11 Actions by Mortgagee to preserve the Security of this Mortgage. If the Mortgagor fails to make any payment or to do any act as and in the manner provided for in this Mortgage or the Note, the Mortgagee, in its own discretion, without obligation so to do and without notice to or demand upon Mortgagor and without releasing Mortgagor from any obligation, may make or do the same in such manner and to such extent as the

Mortgagee may deem necessary to protect the security hereof. Mortgagor will pay upon demand all reasonable expense incurred or paid by Mortgagee (including, but not limited to, attorneys' fees and arbitration costs) on account of the exercise of any of the aforesaid rights or privileges or on account of any proceeding or arbitration which may arise in connection with this Mortgage or the Note or on account of any attempt, without arbitration, to enforce the terms of this Mortgage or said Note. In case the Mortgaged Property or any part thereof shall be advertised for foreclosure sales and not sold, Mortgagor shall pay all reasonable costs in connection therewith.

In the event that the Mortgagee is called upon to pay any sums of money to protect this Mortgage and the Note as aforesaid, all monies advanced or due hereunder shall become immediately due and payable, together with interest at the Default Rate, computed from the date of such advance to the date of the actual receipt of payment thereof by the Mortgagee.

1.12 Cost of Collection. In the event this Mortgage is placed in the hands of an attorney for the collection of any sum payable hereunder, the Mortgagor agrees to pay all costs of collection, including reasonable attorney's fees including those in all appellate and bankruptcy proceedings, incurred by the Mortgagee, either with or without the institution of any action or proceeding, and in addition to all costs, disbursements and allowances provided by law. All such costs so incurred shall be deemed to be secured by this Mortgage.

1.13 Survival of Warranties. All representations, warranties and covenants of Mortgagor contained herein or incorporated by reference shall survive funding of the loan evidenced by the Note and shall remain continuing obligations, warranties and representations of Mortgagor during any time when any portion of the obligations secured by this Mortgage remain outstanding.

1.14 Additional Security. In the event Mortgagee at any time holds additional security for any of the obligations secured hereby, it may enforce the sale thereof or otherwise realize upon the same, at its option, either before or concurrently herewith or after a sale is made hereunder.

1.15 Inspections. Mortgagee, or its agents, representatives or workmen, are authorized to enter at any reasonable time after reasonable notice upon or on any part of the Premises for the purpose of inspecting the same, and for the purpose of performing any of the acts it is authorized to perform under the terms of this Mortgage.

1.16 Liens; Subordinate Financing. Mortgagor shall pay and promptly discharge, at Mortgagor's cost and expense, all liens, encumbrances and charges upon the Mortgaged Property or any part thereof or interest therein. Mortgagor shall have the right to contest in good faith the validity of any such lien, encumbrance or charge, provided Mortgagor shall first deposit with Mortgagee a bond or other security satisfactory to Mortgagee in such amounts as Mortgagee shall reasonably require, and provided further that Mortgagor shall thereafter diligently proceed to cause such lien, encumbrance or

charge to be removed and discharged. If Mortgagor shall fail to discharge any such lien, encumbrance or charge, then, in addition to any other right or remedy, Mortgagee, may, but shall not be obligated to, discharge the same, either by paying the amount claimed to be due, or by procuring the discharge of such lien by depositing in court a bond for the amount claimed or otherwise giving security for such claim, or in such manner as is or may be prescribed by law. any amount so paid by the Mortgagee shall, at Mortgagee's option, become immediately due and payable with interest at the Default Rate, and shall be deemed part of the indebtedness secured by this Mortgage. Mortgagor shall not incur or permit the incurring of any financing in addition to the Note that is secured by a lien, security interest or encumbrance on any part of the Mortgaged Property without Mortgagee's prior written consent except for the lien with respect to released deposits under the agreement between Mortgagor and Ryan Homes.

1.17 Future Advances. This Mortgage is given to secure not only existing indebtedness, but also future advances, whether such advances are obligatory or are to be made at the option of Mortgagee, or otherwise, as are made within twenty (20) years from the date hereof, to the same extent as if such future advances are made on the date of the execution of this Mortgage. The total amount of indebtedness that may be so secured may decrease to a zero amount from time to time, or may increase from time to time, but the total unpaid balance secured at one time shall not exceed twice the face amount of the Note, plus interest thereon, and any disbursements made for the payment of taxes, levies or insurance on the Mortgaged Property, with interest on such disbursements at the Default Rate as hereinafter defined.

1.18 No Limitation of Future Advance Rights. Mortgagor covenants and agrees with Mortgagee that:

(a) Mortgagor waives and agrees not to assert any right to limit future advances under this Mortgage, and any such attempted limitation shall be null, void and of no force and effect. Any correspondence by Mortgagor regarding the future advances must be sent to Mortgagee at the address set forth above and to Mortgagee's counsel;

(b) An event of default under the Mortgage shall automatically exist (i) if Mortgagor executes any instrument which purports to have or would have the effect of impairing the priority of or limiting any future advance which might ever be made under the Mortgage or (ii) if Mortgagor takes, suffers, or permits any action or occurrence which would adversely affect the priority of any future advance which might ever be made under the Mortgage.

1.19 Appraisals. Mortgagor covenants and agrees that Mortgagee may obtain an appraisal of the Mortgaged Property at such times as the Mortgagee may reasonably require, not more frequently than once in a twenty-four month period or at any time that Mortgagor is in default hereunder. Such appraisals shall be performed by an independent third party appraiser selected by the Mortgagee.

ARTICLE II.
ASSIGNMENT OF LEASES, SUBLEASES,
FRANCHISES, RENTS, ISSUES AND PROFITS

2.1 **Assignment of Rents.** 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) at any time there is not an event of default under this Mortgage.

2.2 **Collection Upon Default.** Upon any event of default under this Mortgage, Mortgagee may, at any time without notice, either in person, or by agent, and without regard to the adequacy of any security for the indebtedness thereby secured, enter upon and take possession of the Mortgaged Property, or any part thereof, in its own name, collect such rents, issues and profits, including those past due and unpaid, and 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 default or pursuant to such default.

2.3 **Restriction of Further Assignments, etc.** 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.

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.

All leases or subleases hereafter entered into by Mortgagor with respect to the Mortgaged Property or any part thereof, including but not limited to the Lease, 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. From and after the recordation of such Notice of Subordination, the lease or leases therein described shall be superior to the lien of this Mortgage and shall not be extinguished by any foreclosure sale hereunder.

ARTICLE III.
ENVIRONMENTAL CONDITION OF PREMISES

3.1 **Environmental Condition of Property.** Mortgagor hereby warrants and represents to Mortgagee after investigation to the satisfaction of Mortgagor that:

(a) the Premises are now and at all times hereafter will continue to be in full compliance with all Federal, State and local environmental laws and regulations, including but not limited to, the Comprehensive Environmental Response, Compensation and Liability Act of 1980 (CERCLA), Public Law No. 96-510, 94 Stat. 2767, and the Superfund Amendments and Reauthorization Act of 1986 (SARA), Public law No. 99-499, 100 Stat. 1513, and

(b) (i) as of the date hereof there are no hazardous materials, substances, waste or other environmentally regulated substances (including without limitation, any materials containing asbestos) located on, in or under the Premises or used in connection therewith, or (ii) Mortgagor has fully disclosed to Mortgagee in writing the existence, extent and nature of any such hazardous material, substance, waste or other environmentally regulated substance, currently present or which Mortgagor is legally authorized and empowered to maintain on, in or under the Premises or use in connection therewith, Mortgagor has obtained and will maintain all licenses, permits and approvals required with respect thereto, and is and will remain in full compliance with all of the terms, conditions and requirements of such licenses, permits and approvals. Mortgagor further warrants and represents that it will promptly notify Mortgagee of any change in the environmental condition of the Premises or in the nature or extent of any hazardous materials, substances or wastes maintained on, in or under the Premises or used in connection therewith, and will transmit to Mortgagee copies of any citations, orders, notices or other material governmental or other communication received with respect to any other hazardous materials, substances, waste or other environmentally regulated substance affecting the Premises. Mortgagee acknowledges that some tenants at the Premises handle and use environmentally regulated substances in the ordinary course of their professions and that the lawful handling and use of such substances shall not be deemed a breach of these warranties and representations.

Mortgagor hereby indemnifies and holds harmless Mortgagee from and against any and all damages, penalties, fines, claims, suits, liabilities, costs, judgments and expenses (including attorneys', consultant's or expert's fees) of every kind and nature incurred, suffered by or asserted against Mortgagee as a direct or indirect result of:

(a) any warranty or representation made by Mortgagor in this paragraph being or becoming false or untrue in any material respect or

(b) any requirement under the law, regulation or ordinance, local, state or federal, regarding the removal or elimination of any hazardous materials, substances, waste or other environmentally regulated substances.

Mortgagor's obligations hereunder shall not be limited to any extent by the term of the Note, and, as to any act or occurrence prior to payment in full and satisfaction of said Note which gives rise to liability hereunder, shall continue, survive and remain in full force and effect notwithstanding foreclosure of this Mortgage, where Mortgagee is the purchaser at the foreclosure sale, or delivery of a deed in lieu of foreclosure to Mortgagee.

ARTICLE IV. SECURITY AGREEMENT

4.1 Creation of Security Interest. Mortgagor hereby grants to Mortgagee a security interest in the personalty more particularly described in Exhibit "B" and attached hereto and all equipment and fixtures owned by Mortgagor and included within or related to Mortgagor's use of the Mortgaged Property (herein the "Personal Property") located on or at the Premises, including without limitation any and all property of similar type or kind hereafter located on or at the Premises for the purposes of securing all obligations of Mortgagor set forth in this Mortgage. Mortgagor also grants Mortgagee a security interest in any contract that may be entered into between Mortgagor and Ryan Homes or any other builder for the sale and purchase of the Property to the extent amount of the Note. This instrument is a self-operative security agreement with respect to the above described property, but Mortgagor agrees to execute and deliver on demand such other security agreements, financing statements and other instruments as Mortgagee may request.

4.2 Warranties, Representations and Covenants of Mortgagor. Mortgagor hereby warrants, represents and covenants as follows:

(a) Except for the security interest granted hereby, Mortgagor is, and as to portions of the Personal Property to be acquired after the date hereof will be, the sole owner of the Personal Property, free from any adverse lien, security interest, encumbrance or adverse claims thereon of any kind whatsoever, Mortgagor shall notify Mortgagee of, and shall defend the Personal Property against, all claims and demands of all persons at any time claiming the same or any interest therein.

(b) Mortgagor shall not sell, convey or in any manner transfer the Personal Property without the prior written consent of Mortgagee.

(c) The Personal Property shall be kept on or at the Premises and Mortgagor will not remove the Personal Property from the Premises without the prior written consent of Mortgagee, except such portions or items of Personal Property which are consumed or worn out in ordinary usage, all of which shall be promptly replaced by Mortgagor.

(d) Mortgagor maintains a place of business in the State of Florida and Mortgagor shall immediately notify Mortgagee in writing of any change in its place of business as set forth in the beginning of this Mortgage.

(e) At the request of the Mortgagee, Mortgagor shall join Mortgagee in executing one or more financing statements and renewals and amendments thereof pursuant to the Uniform Commercial Code of Florida in form satisfactory to Mortgagee, and will pay the cost of filing the same in all public offices wherever filing is deemed by Mortgagee to be necessary or desirable.

(f) All covenants and obligations of Mortgagor contained herein relating to the Mortgaged Property shall be deemed to apply to the Personal Property whether or not expressly referred to herein.

(g) This Mortgage constitutes a security agreement and a financing statement as those terms are used in the Uniform Commercial Code of Florida.

ARTICLE V. REMEDIES UPON DEFAULT

5.1 Events Of Default. Any one or more of the following shall constitute a default (an "Event of Default") under this Mortgage and the Note hereby secured:

(a) Failure of Mortgagor to make one or more payments required by said Note on the due date thereof.

(b) Failure of Mortgagor to pay the amount of any costs, expenses or fees (including counsel fees) of the Mortgagee, with interest thereon, as required by any provision of this Mortgage or the Note.

(c) Failure to exhibit to Mortgagee, within ten (10) days after demand, receipt showing payment of real estate taxes and assessments.

(d) Failure to maintain the Mortgaged Property free of any liens placed or threatened during the term hereof.

(e) Failure to comply with any requirements or order or notice of violation of law or ordinance issued by any governmental department claiming jurisdiction over the Mortgaged Property.

(f) Failure of Mortgagor or others to comply with or perform any other warranty, covenant or agreement contained herein, in the Note or in any other document executed by Mortgagor in conjunction with this transaction.

(g) Any breach of any covenant or warranty or material untruth of any representation of Mortgagor contained in this Mortgage, or the Note or any guaranty executed in conjunction herewith.

(h) The institution of any bankruptcy, reorganization or insolvency proceedings against Mortgagor, or the appointment of a receiver or a similar official with respect to all or a substantial part of the properties of Mortgagor and a failure to have such proceedings dismissed or such appointment vacated within a period of forty-five (45) days.

(i) The institution of any voluntary bankruptcy, reorganization or insolvency proceedings by the then owner or Mortgagor in possession of the Mortgaged Property, or Mortgagor, or the appointment of a receiver or a similar official with respect to all or a substantial part of the properties of the then owner or Mortgagor in possession of the Mortgaged Property at the instance of the owner or Mortgagor in possession of the Mortgaged Property, or the death of any Guarantor.

(j) The assertion or making of any levy, seizure, forfeiture action, mechanic's or materialman's lien or attachment on the Mortgaged Property or any part thereof.

(k) A transfer or further encumbrance of the Mortgaged Property, as described in section 6.10 occurs.

(l) Any Guarantor transfers any assets other than in the ordinary course of such Guarantor's business, without the prior written consent of Mortgagee.

(m) Failure of any guarantor or Mortgagor to comply with or perform any warranty, covenant or agreement in any guaranty or other loan document.

(n) Default in payment or performance of any direct or indirect obligation under any other loans, contracts or agreements of Mortgagor, any subsidiary or affiliate of Mortgagor, any general partner of, or the holder(s) of the majority ownership interests of, Mortgagor, or any Guarantor.

As used herein: subsidiary shall mean any corporation, partnership, limited liability company or other entity in which Mortgagor, directly or indirectly, owns more than fifty percent (50%) of the stock, capital, membership, or income interests, or other beneficial interests, or which is effectively controlled by Mortgagor, and an affiliate shall mean (a) any entity or person owning 5% or more of the voting stock or rights of such named entity or any entity in which a named entity or person owns 5% or more of such voting stock or rights; (b) any entity controlling, controlled by or under common control with such named entity; (c) any officer or director of such named entity or of any affiliates of the named entity, and (d) any family member of the named entity or person.

5.2 **Default Rate.** The Default Rate shall be eighteen percent (18%), provided, however that at no time shall any interest or charges in the nature of interest be taken, exacted, received or collected which would exceed the maximum rate permitted by law.

5.3 **Acceleration Upon Default, Additional Remedies, Rights.** In the event that one or more defaults as above provided shall occur, the remedies available to Mortgagee shall include, but not necessarily be limited to, any one or more of the following:

(a) Mortgagee may declare the entire unpaid balance of the Note immediately due and payable without notice.

(b) Without declaring the entire unpaid principal balance due, the Mortgagee may foreclose only as to the sum past due, without injury to this Mortgage or the displacement or impairment of the remainder of the lien thereof, and at such foreclosure sale the Mortgaged Property shall be sold subject to all remaining items of indebtedness; and Mortgagee may again foreclose, in the same manner, as often as there may be any sum past due. Mortgagee, in any action to foreclose this Mortgage, or upon the actual or threatened waste to any part of the Mortgaged Property, or upon an Event of Default under this Mortgage or the Note, shall be at liberty to apply (in an ex parte proceeding, if Mortgagee so elects) for the appointment of a receiver of the rents and profits of the Mortgaged Property without notice, and shall be entitled to the appointment of such receiver as a matter of right, without consideration of the value of the Mortgaged Property as security for the amounts due Mortgagee or the solvency of any person, limited liability company or limited partnership liable for the payment of such amounts.

(c) Mortgagee shall have the right from time to time to enforce any legal or equitable remedy against Mortgagor and to sue to enforce any covenant or undertaking of Mortgagor contained herein; and/or to recover any sums, whether interest, damages for failure to pay principal or any installment thereof, taxes, installments of principal, 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 secured by the Note and Mortgage shall be due and without prejudice to the right of Mortgagee thereafter to enforce any appropriate remedy against Mortgagor, including an action of foreclosure, or any other action, for a default or defaults by Mortgagor existing at the time such earlier action was commenced.

5.4 **Rights Distinct and Cumulative.** The rights of Mortgagee arising under this Mortgage shall be separate, distinct and cumulative and none of them shall be in exclusion of the others or any remedy now or hereafter existing at law or in equity or by statute; and no act of Mortgagee shall be construed as an election to proceed under any one provision herein to the exclusion of any other provision, anything herein or otherwise to the contrary notwithstanding. Every power or remedy given by any of the Loan Documents to Mortgagee, or to which Mortgagee may be otherwise entitled, may be exercised concurrently or independently, from time to time and as often as may be deemed expedient by Mortgagee. Mortgagee may pursue inconsistent remedies.

5.5 Accord and Satisfaction. The acceptance by Mortgagee of any sum after the same is due shall not constitute a waiver of the right either to require prompt payment, when due, of all other sums hereby secured or to declare a default or Event of Default under this Mortgage or the Note. The acceptance by Mortgagee of any sum in an amount less than the sum then due shall be deemed an acceptance on account only and upon condition that it shall not constitute a waiver of the obligation of Mortgagor to pay the entire sum then due, and failure of Mortgagor to pay such entire sum then due shall be an Event of Default notwithstanding such acceptance of such amount on account, as aforesaid. Mortgagee shall, at all times thereafter and until the entire sum then due shall have been paid, and notwithstanding the acceptance by Mortgagee thereafter of further sums on account, or otherwise, be entitled to exercise all rights in this Mortgage and the Note conferred upon Mortgagee and the right to exercise any rights or remedies hereunder shall in no way be impaired, whether any of such amounts are received prior or subsequent to such proceeding, election or exercise. Consent by Mortgagee to any action or inaction of Mortgagor which is subject to consent or approval of Mortgagee hereunder shall not be deemed a waiver of the right to require such consent or approval to future or successive or actions or inactions.

5.6 Reservation of Rights. No failure by Mortgagee to insist upon the strict performance by Mortgagor of any of the terms and provisions hereof shall 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. Neither Mortgagor nor any other person now or hereafter obligated for the payment of the whole or any part of the sums now or hereafter secured by this Mortgage shall be relieved of such obligation by reason of the failure of Mortgagee to comply with any request of Mortgagor, or of any other person so obligated, to take action to foreclose this Mortgage, or otherwise enforce any of the provisions of this Mortgage, or by reason of the release, regardless of consideration, of the whole or any part of any security held in accordance with the Note or Mortgage, or by reason of any agreement or stipulation between any subsequent owner or owners of the Mortgaged Property and Mortgagee extending the time of payment or modifying the terms of the Note or Mortgage without first having obtained the consent of Mortgagor or such other person, and in the latter event, Mortgagor and all such other persons shall continue to be liable for the making of such payments according to the terms of any such agreement of extension or modification unless expressly released and discharged in writing by Mortgagee.

5.7 Indemnification. In addition to any other indemnifications provided herein or in the Note, Mortgagor shall protect, defend, indemnify and save harmless Mortgagee with respect to the Note, and their respective directors, officers, employees and agents, and the respective successors and assigns of each of the foregoing parties, from and against all liabilities, obligations, claims, demands, damages, penalties, causes of action, losses, fines, costs and expenses (including, without limitation, reasonable attorneys' fees and expenses), imposed upon or incurred by or asserted against Mortgagee by reason of: (i) Mortgagor's ownership and operation of the Mortgaged Property or any

interest therein, including but not limited to any violation of environmental laws deriving from acts or omissions of Mortgagor after the date of acquisition by Mortgagor of the Premises; (ii) any accident, injury to or death of persons or loss of or damage to property occurring in, on or about the Mortgaged Property or any part thereof or on the adjoining sidewalks, curbs, adjacent property or adjacent parking areas, streets or ways occurring prior to a transfer of title to the Mortgaged Property pursuant to a foreclosure sale, deed in lieu of foreclosure, or bankruptcy proceeding; (iii) any use, nonuse or condition in, on or about the Mortgaged Property or any part thereof or on adjoining sidewalks, curbs, adjacent property or adjacent parking areas, streets or ways occurring prior to a transfer of title to the Mortgaged Property pursuant to a foreclosure sale, deed in lieu of foreclosure, or bankruptcy proceeding; (iv) any failure on the part of Mortgagor to perform or comply with any of the terms of this Mortgage or the Note occurring prior to a transfer of title to the Mortgaged Property pursuant to a foreclosure sale, deed in lieu of foreclosure, or bankruptcy proceeding; (v) performance of any labor or services or the furnishing of any materials or other property in respect of the Mortgaged Property or any part thereof occurring prior to a transfer of title to the Mortgaged Property pursuant to a foreclosure sale, deed in lieu of foreclosure, or bankruptcy proceeding; (vi) any representation or warranty made in the this Mortgage or the Note being false or misleading in any material adverse respect as of the date such representation or warranty was made; (vii) any claim by brokers, finders or similar persons claiming to be entitled to a commission in connection with any lease or other transaction involving the Mortgaged Property or any part thereof under any legal requirement or any liability asserted against Mortgagee with respect thereto; and (viii) the claims of any lessee of all or any portion of the Mortgaged Property or any person acting through or under any lessee or otherwise arising under or as a consequence of any lease occurring prior to a transfer of title to the Mortgaged Property pursuant to a foreclosure sale, deed in lieu of foreclosure, or bankruptcy proceeding (except for claims related to breach by Mortgagee of any agreements between Mortgagee and such lessees). Any amounts payable to Mortgagee by reason of the application of this section shall be due and payable within thirty (30) days of written demand therefor, shall be secured by the Mortgage and shall bear interest at the Default Rate from the date loss or damage is sustained by Mortgagee until paid. The obligations and liabilities of Mortgagor under this section shall survive any termination, satisfaction or assignment of this Mortgage or any transfer of title to the Mortgaged Property pursuant to a foreclosure sale, deed in lieu of foreclosure, or bankruptcy proceeding.

5.8 Additional Provisions. Mortgagor expressly agrees, on behalf of itself, the Mortgagor, their respective successors and assigns and any future owner of the Mortgaged Property, or any part thereof or interest therein, as follows:

(a) All remedies available to Mortgagee with respect to this Mortgage shall be cumulative and may be pursued concurrently or successively. No delay by Mortgagee in exercising any such remedy shall operate as a waiver thereof or preclude the exercise thereof during the continuance of that or any subsequent default.

(b) The obtaining of a judgment or decree on the Note, whether in the State of Florida or elsewhere, shall not in any manner affect the lien of this Mortgage upon

the Mortgaged Property covered hereby, and any judgment or decree so obtained shall be secured to the same extent as said Note is now secured.

(c) In the event of any foreclosure sale hereunder, all net proceeds shall be available for application to the indebtedness hereby secured whether or not such proceeds may exceed the value of the Mortgaged Property for unpaid taxes, liens, assessments and any other costs relating to the Mortgaged Property.

(d) The only limitation upon the foregoing agreements as to the exercise of Mortgagee's remedies is that there shall be but one full and complete satisfaction of the indebtedness secured hereby.

ARTICLE VI. MISCELLANEOUS

6.1 **Legal Existence.** If the Mortgaged Property is owned or held by an entity that is a partnership, corporation or limited liability company, such entity shall at all times maintain its legal existence and shall be fully authorized to do business in the State of Florida and shall maintain in the State of Florida a duly authorized registered agent for the service of process. Failure to comply with such obligations shall be a default under this Mortgage. Within ninety (90) days after the expiration of the time for filing its annual report and the payment of the appropriate corporate taxes in the State of Florida, Mortgagor will furnish to Mortgagee a certificate of good standing or other evidence satisfactory to Mortgagee to show each Mortgagor's compliance with the provisions of this Section.

6.2 **Statements by Mortgagor.** Mortgagor, within three (3) days after request in person or within ten (10) days after request by mail, will furnish to Mortgagee or any person, firm or corporation designated by Mortgagee, a duly acknowledged written statement setting forth the amount of the debt secured by this Mortgage, and stating either that no offsets or defenses exist against such debt, or, if such offsets or defenses are alleged to exist, full information with respect to such alleged offsets and/or defenses.

6.3 **Successors and Assigns.** The provisions hereof shall be binding upon and shall inure to the benefit of the Mortgagor, its successors and assigns, including without limitation subsequent owners of the Premises or the leasehold estate of the Premises or any part thereof and shall be binding upon and shall inure to the benefit of Mortgagee, its successors and assigns and any future holder of the Note, and any successors or assigns of any future holder of the Note. The term "Mortgagor" as used in this Mortgage and any other loan documents shall refer to all of the persons and entities so identified on the first page of this Mortgage, collectively and individually. In the event the ownership of the Mortgaged Property or any leasehold estate that may be covered by this Mortgage, becomes vested in a person other than Mortgagor, Mortgagee may, without notice to Mortgagor, deal with such successor or successors in interest with reference to this instrument and the Note in the same manner as with the Mortgagor, and may alter the interest rate and/or alter or extend the terms of payments of the instrument and the Note in the same manner as with the Mortgagor, and may alter the interest rate and/or alter or

extend the terms of payments of the Note without notice to Mortgagor hereunder or under the Note hereby secured or the lien or priority of this Mortgage with respect to any part of the Mortgaged Property covered hereby, but nothing herein contained shall serve to relieve Mortgagor of any liability under the Note or this Mortgage (or any other agreement executed in conjunction therewith) unless Mortgagee shall expressly release Mortgagor in writing. Mortgagor and any transferee or assignee shall be jointly and severally liable for any documentation or intangible taxes imposed as a result of any transfer or assumption.

6.4 **Notices.** All notices, demands and requests given by either party hereto to the other party shall be in writing and made in accordance with the following:

If to Mortgagor:

Attn: Don Stevenson
Selvitz I, LLC
631 US Highway One, Suite 409
North Palm Beach, FL 33408

With a copy to:

Attn: David C. Tassell, Esq.
Joseph C. Kempe, P.A.
941 N. Highway A1A
Jupiter, FL 33477

If to Mortgagee:

Attn: Richard Sabella
675 Asset HoldingCo, LLC
675 Indiantown Road, Suite 103
Jupiter, FL 33458

The Mortgagor shall deliver to the Mortgagee, promptly upon receipt of same, copies of all notices, certificates, documents and instruments received by it which materially affect any part of the Mortgaged Property covered hereby, including, without limitation, notices, from any lessee or sublessee claiming that the Mortgagor is in default under any terms of any lease or sublease.

6.5 **Modifications in Writing.** This Mortgage may not be changed, terminated or modified orally or in any other manner than by an instrument in writing signed by the party against whom enforcement is sought.

6.6 **Captions.** The captions or headings at the beginning of each Section hereof are for the convenience of the parties and are not a part of this Mortgage.

6.7 Invalidity of Certain Provisions. If the lien of this Mortgage is invalid or unenforceable as to any part of the debt, or if the lien is invalid or unenforceable as to any part of the Mortgaged Property, the unsecured portion of the debt shall be completely paid prior to the payments of the secured portion of the debt, and all payments made on the debt, whether voluntarily or otherwise, shall be considered to have been first paid on and applied to the full payment of that portion of the debt which is not secured or fully secured by the lien of this Mortgage.

6.8 No Merger. If both the lessor's and lessee's estates under any lease or any portion thereof which constitutes a part of the Mortgaged Property shall at any time become vested in one owner, this Mortgage and the lien created hereby shall not be destroyed or terminated by application of the doctrine of merger and, in such event, Mortgagee shall continue to have and enjoy all of the rights and privileges of Mortgagee as to the separate estates. In addition, upon the foreclosure of the lien created by this Mortgage on the Mortgaged Property pursuant to the provisions hereof, any leases or subleases then existing and created by Mortgagor shall not be destroyed or terminated by application of the law of merger or as a result of such foreclosure sale unless Mortgagee shall so elect. No act by or on behalf of Mortgagee or any such purchaser shall constitute a termination of any lease or sublease unless Mortgagee or such purchaser shall give written notice thereof to such tenant or subtenant.

6.9 Governing Law and Construction of Clauses; Waiver of Jury Trial; Submission to Jurisdiction. THIS MORTGAGE SHALL BE GOVERNED AND CONSTRUED BY THE LAWS OF THE STATE OF FLORIDA. NO ACT OF THE MORTGAGEE SHALL BE CONSTRUED AS AN ELECTION TO PROCEED UNDER ANY ONE PROVISION OF THE MORTGAGE OR OF THE APPLICABLE STATUTES OF THE STATE OF FLORIDA TO THE EXCLUSION OF ANY OTHER SUCH PROVISION, ANYTHING HEREIN OR OTHERWISE TO THE CONTRARY NOTWITHSTANDING.

EXCEPT AS PROHIBITED BY LAW, MORTGAGOR AND MORTGAGEE (BY ACCEPTANCE HEREOF) EACH HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVES THE RIGHT TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION (INCLUDING, BUT NOT LIMITED TO, ANY CLAIMS, CROSS-CLAIMS AND THIRD PARTY CLAIMS) BASED ON, OR ARISING OUT OF, UNDER, OR IN CONNECTION WITH, THIS INSTRUMENT OR THE NOTE AND THE TRANSACTIONS CONTEMPLATED THEREIN, OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS (WHETHER VERBAL OR WRITTEN) OR ACTIONS OF MORTGAGOR, MORTGAGEE OR ANY GUARANTOR.

MORTGAGOR IRREVOCABLY AND UNCONDITIONALLY (A) AGREES THAT ANY SUIT, ACTION, OR OTHER LEGAL PROCEEDING ARISING OUT OF OR RELATING TO THE NOTE OR THIS MORTGAGE SHALL BE BROUGHT EXCLUSIVELY, AT THE OPTION OF MORTGAGEE, IN A COURT OF RECORD OF THE STATE OF FLORIDA IN AND FOR PALM BEACH COUNTY, THE COUNTY IN WHICH THE PROPERTY IS LOCATED OR IN THE UNITED STATES DISTRICT

COURT FOR THE SOUTHERN DISTRICT OF FLORIDA, UNLESS OTHERWISE REQUIRED BY OPERATION OF LAW; (B) CONSENT TO THE JURISDICTION OF EACH SUCH COURT IN ANY SUCH SUIT, ACTING OR PROCEEDING; AND (C) WAIVE ANY OBJECTION WHICH IT OR THEY MAY HAVE TO THE LAYING OF VENUE OF ANY SUCH SUIT, ACTION OR PROCEEDING IN ANY OF SUCH COURTS.

6.10 Transfer or Further Encumbrance. In the event all or any part of the property encumbered by this Mortgage, or any interest therein, is sold, conveyed, encumbered or otherwise transferred by the Mortgagor, without Mortgagee's prior written consent, or, if Mortgagor is a partnership, any general partner of Mortgagor ceases to be a general partner, or if Mortgagor is a corporation (including a limited liability company: (i) any shareholder or member of Mortgagor owning directly or indirectly any of the issued and outstanding stock of or membership interests in Mortgagor as of the date hereof transfers, during the term of this Mortgage, any of such stock or interests; or (ii) any additional stock is issued after the date hereof, then, and in the event any of the foregoing events occur, Mortgagee may, in its sole discretion require a modification of the terms of the loan or loans secured hereby including without limitation those related to the rate of interest and terms or schedule or repayment) in a manner satisfactory to Mortgagee, and may charge an "assumption fee" or similar fee in consideration of such modification or approval or accelerate the indebtedness secured hereby and declare the then outstanding balance, with all accrued interest to be immediately due and payable.

6.11 Financial Statements. Mortgagor shall comply with the financial reporting requirements of the Loan Agreement.

6.12 Other Indebtedness Secured. This Mortgage is also given as security for any and all other sums, indebtedness, obligations and liabilities of any and every kind now or hereafter during the term hereof owing and to become due from Mortgagor to Mortgagee, however created, incurred, evidenced, acquired or arising, whether under the Note or this Mortgage, or any other instrument, obligation, contract, agreement or dealing of any and every kind now or hereafter existing or entered into between Mortgagor and Mortgagee, or otherwise, as amended, modified or supplemented from time to time, and whether direct, indirect, primary, secondary, fixed or contingent, and any and all renewals, modifications or extensions of any or all of the foregoing.

[signatures on following page]

IN WITNESS WHEREOF, Mortgagor has hereunto set hand and seal as of the day and year first hereinbefore written.

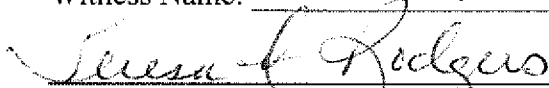
SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:

“MORTGAGOR”

SELVITZ III, LLC, a Florida limited liability
company



Witness Name: DAVID E. TASSELL



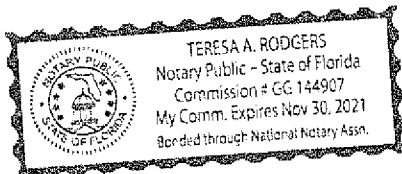
Witness Name: TERESA A. RODGERS

By: 
Donald Stevenson, Manager

STATE OF FLORIDA
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, on this 12th day of August, 2021, by Donald Stevenson, as Manager of Selvitz III, LLC, ☒ who is/are personally known to me or ☐ who produced _____ as identification.

(SEAL)




Notary Public, State of Florida

Name: _____

My Commission Expires: _____

Exhibit "A"

THE SOUTH ONE-HALF OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 32, TOWNSHIP 35 SOUTH, RANGE 40 EAST, ST. LUCIE COUNTY, FLORIDA, EXCEPTING THEREFROM, EASEMENTS FOR PUBLIC ROADS AND DRAINAGE CANALS.

Exhibit "B"

All of the following property now or hereafter owned by Mortgagor and located on, or relating to that certain tract of land described on Exhibit "A" attached hereto and made a part hereof, together with the buildings and improvements thereon erected or to be erected (hereinafter referred to as the "Premises").

1. All leasehold estate, and all right, title and interest of Mortgagor in and to all leases or subleases covering the Premises or any portion thereof now or hereafter existing or entered into, and all right, title and interest of Mortgagor thereunder, including, without limitation, all cash or security deposits, advance rentals, and deposits or payments of similar nature;
2. All right, title and interest of Mortgagor in and to all options to purchase or lease the Premises or any portion thereof or interest therein, and any greater estate in the Premises owned or hereafter acquired;
3. All easements, streets, ways, alleys, rights-of-way and rights used in connection therewith or as a means of access thereto, and all tenements, hereditaments and appurtenances thereof and thereto, and all water rights;
4. Any and all buildings, structures and improvements now or hereafter erected thereon, including, but not limited to the fixtures, attachments, appliances, equipment, machinery, and other articles attached to said buildings, structures and improvements (sometimes hereinafter referred to as the "Improvements");
5. All fixtures, appliances, machinery, equipment, furniture, furnishings and articles of personal property now or hereafter affixed to, placed upon or used in connection with the operation of any of said properties all gas, steam, electric, water and other heating, cooking, refrigerating, lighting, plumbing, ventilating, irrigating and power systems, machines, appliances, fixtures, and appurtenances which are now or may hereafter pertain or be used with, in or on said Premises, even though they may be detached or detachable and all building improvement and construction materials, supplies and equipment hereafter delivered to said Premises contemplating installation or use in the constructions thereon and all rights and interest of Mortgagor in building permits and architectural plans and specifications relating to contemplated constructions or Improvements on said Premises and all rights and interests of Mortgagor in present or future mortgage loan commitments pertaining to any of said Premises or Improvements thereon;
6. All awards and proceeds of condemnation for the Premises or any part thereof to which Mortgagor is entitled for any taking of all or any part of the Premises by condemnation or exercise of the right of eminent domain;
7. All rents, issues and profits of the Premises and all the estate, right, title and interest of every nature whatsoever of the Mortgagor in and to the same;

8. All accounts (including contract rights) and general intangibles pertaining to or arising from or in connection with all or any part of the Premises, as hereinafter defined, including without limitation all proceeds and chooses in action arising under any insurance policies maintained with respect to all or any part of the Premises;
9. All of the contracts and subcontracts including, without limitation, architectural and engineering contracts now or hereafter existing with respect to construction on the Premises, together with all payment and performance bonds securing the obligations thereof;
10. All building permits, surveys, architectural and engineering plans and specifications, shop drawings, governmental approvals, licenses, agreements with any utility companies (together with any deposits, prepaid fees and charges paid thereon) and any other consents, approvals and rights which it may now or hereafter own with respect to or in connection with the Premises;
11. All warranties and guaranties now or hereafter given covering any furniture, furnishings, equipment, machinery, building supplies and materials, business machines, tools, appliances, fixtures and other property now or hereafter located on or placed upon the Premises, including without limitation, air conditioning, heating and other appliances and equipment; and,
12. All proceeds, products, replacements, additions, substitutions, renewals and accessions of any of the foregoing items.