

Prepared by and Return to  
Michael Sjuggerud Esq.  
Cantwell & Goldman, P.A.  
96 Willard Street, Suite 302  
Cocoa, Florida 32922

## MORTGAGE

THIS MORTGAGE is made on September 28, 2018 (the "Effective Date") by and between the mortgagor EVANS CENTER, INC., a Florida not for-profit corporation, whose address is 1151 Masterson Street, Melbourne, Florida 32935 (herein called "Borrower"), and the mortgagee, BAYFRONT COMMUNITY REDEVELOPMENT AGENCY, a community redevelopment agency created pursuant to Chapter 163, Florida Statutes, whose address is 120 Malabar Road, S.E., Palm Bay Florida 32907 (herein called the "Lender").

WHEREAS, Borrower is indebted to Lender in the principal sum of TWO HUNDRED FIFTY THOUSAND AND 00/100 DOLLARS (\$250,000.00) (the "Loan") which indebtedness is evidenced by a mortgage note (the "Note") providing for a no interest loan on the total amount of the indebtedness, if not sooner paid, due and payable upon the sale, lease sale, assignment, conveyance or transfer of the Property (defined below), or any part thereof, or any interest therein, and further subject to the provisions of the this Mortgage

TO SECURE to Lender the repayment of the indebtedness evidenced by the Loan and the payment of all other sums advanced in accordance herewith and to protect the security of this Mortgage and the performance of the covenants and agreements of Borrower herein contained, Borrower for lawful consideration paid, does hereby mortgage, grant and convey to Lender all of Borrower's right, title, and interest in and to the following described real property located in the County of Brevard, State of Florida.

**Lot 20, 21, 22, 23 and 24, Block 3, Powell's Subdivision, as per plat thereof,  
recorded in Plat Book 3, Page 84, of the Public Records of Brevard County,  
Florida**

TOGETHER with all the improvements now or hereafter erected on said property, and all easements, rights and appurtenances all of which shall be deemed to be and remain a part of the property covered by this Mortgage (collectively, the "Property")

Borrower covenants that Borrower is lawfully seized of the estate hereby conveyed and has the right to mortgage, grant and convey the Property, and that the Property is unencumbered, except for that certain mortgage granted by Borrower to Florida Community Loan Fund, Inc ("Senior Lender") in the aggregate amount of \$700,000.00 dated December 1, 2017, and recorded in Official Records Book 8040, Page 2625 of the public records of Brevard County, Florida ("Senior Mortgage") Borrower covenants that Borrower warrants and will defend the title to the Property against all claims and demands, subject to encumbrances of record

Borrower and Lender covenant and agree as follows

- 1 Repayment of Principal, Maturity Date. No interest will accrue on the principal amount of the Note. If the Borrower shall have complied with all terms of the Note and this Mortgage as determined by Lender in its sole and absolute discretion, then the principal amount of the Note shall be reduced to Zero Dollars (\$0.00) on September 28, 2028 ("Maturity Date") Notwithstanding the foregoing, if the Senior Lender records a full satisfaction or full release of the Senior Mortgage on or after November 1, 2024 in the public records of Brevard County, Florida, then the Borrower may request the Lender to reduce the principal amount of the Note to Zero Dollars (\$0.00) and record a satisfaction of this Mortgage provided, however, that the Lender may honor or refuse such request from the Borrower in the Lender's sole and absolute discretion
- 2 Prohibition on Transfer of Interests. Prior to the Maturity Date, the Borrower shall not make any lease, sale, assignment, conveyance or transfer of the Property, or any part thereof or any interest therein, without the prior written consent of the Lender. For the avoidance of doubt, Lender hereby consents to the following: (i) Borrower's grant of the Senior Mortgage and (ii) Borrower's lease of the Property to The Brevard Health Alliance, Inc.
- 3 Taxes and Insurance. Subject to applicable law or a written waiver by Lender, Borrower shall pay, or shall cause to be paid, until this Mortgage is paid in full, the following items: all of yearly taxes and assessments, which may attain priority over this Mortgage, plus all applicable premium installments for insurance, plus, if the Property is in a flood plain, all applicable premium installments for flood insurance.
- 4 Prior Mortgages, Charges, Liens. Borrower shall perform all of Borrower's obligations to Senior Lender under the Senior Mortgage or any mortgage, deed of trust or other security agreement that has priority over this Mortgage, including Borrower's covenants to make payments when due.
- 5 Hazard Insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the terms "extended coverage", and such other hazards as Senior Lender may require and in such amounts and for such periods as Senior Lender may require under the Senior Mortgage. In the event of loss, Borrower shall give prompt notice to the insurance carrier, Senior Lender, and Lender.
- 6 Preservation and Maintenance of Property. Borrower shall keep the Property in good repair and shall not commit waste or permit impairment or deterioration of the Property.
- 7 Protection of Lender's Security. If Borrower fails to perform the covenants and agreements contained in this Mortgage, or if any action or proceeding is commenced which materially affects Lender's interest in the Property, then Lender, at Lender's option, upon notice to Borrower, may make such appearances, disburse such sums, including reasonable attorneys' fees and costs, and take such action as is necessary to protect Lender's interest. Any amounts disbursed by Lender pursuant to this paragraph, including any reasonable

attorneys' fees and costs incurred by Lender with interest thereon shall become additional indebtedness of Borrower secured by this Mortgage. Unless Borrower and Lender agree to other terms of payment, such amounts shall be payable upon notice from Lender to Borrower requesting payment thereof. Nothing contained in this paragraph shall require Lender to incur any expense or take any action hereunder.

- 8 Borrower Not Released, Forbearance By Lender Not a Waiver. Extension of the time for payment or modification of the sums secured by this Mortgage shall not operate to release, in any manner, the liability of the original Borrower and Borrower's successors in interest. Lender shall not be required to commence proceedings against such successor or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Mortgage by reason of any demand made by the original Borrower and Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy to which it may be entitled hereunder or otherwise afforded by applicable law, shall not be a waiver of or preclude the exercise of any such right or remedy.
- 9 Successors and Assigns Bound. The covenants and agreements herein contained shall bind and the rights hereunder shall inure to, the respective successors and assigns of Lender and Borrower.
- 10 Notice. Except for any notice required under applicable law to be given in another manner, any notice to Borrower provided for in this Mortgage shall be given by delivering it or by mailing such notice by certified mail addressed to Borrower at the Borrower's address first written above. Any notice provided for in this Mortgage shall be deemed to have been given to Borrower or Lender when given in the manner designated herein.
- 11 Governing Law. This Mortgage shall be governed by and construed in accordance with the laws of the State of Florida. The parties submit to the exclusive jurisdiction of the state courts of the Eighteenth Judicial Circuit, Brevard County, Florida for any action or proceeding arising under, relating to, or in connection with this Mortgage. The parties agree that all claims in respect of the action or proceeding shall be exclusively heard and determined in any such court. The parties hereby irrevocably waive, to the fullest extent permitted by applicable Law, any objection which they may now or hereafter have to the laying of venue of any such dispute brought in such court. Each of the parties waives any defense of inconvenient forum to the maintenance of any action or proceeding so brought. THE PARTIES HEREBY IRREVOCABLY WAIVE ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY LEGAL PROCEEDING ARISING OUT OF OR RELATED TO THIS MORTGAGE, ANY OTHER TRANSACTION DOCUMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY OR THEREBY. BORROWER ACKNOWLEDGES AND AGREES THAT THIS PROVISION IS A MATERIAL INDUCEMENT TO LENDER'S EXTENSION OF CREDIT TO BORROWER. NEITHER PARTY IS RELYING ON ANY REPRESENTATION BY THE OTHER PARTY THAT THIS PROVISION WOULD NOT BE ENFORCED TO THE FULLEST EXTENT PROVIDED BY LAW.

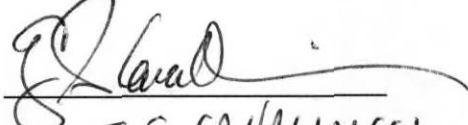
- 12 Severability If any provision of this Mortgage shall be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions hereof shall not in any way be affected or impaired thereby
- 13 Time. Time is of the essence of this Mortgage
- 14 Due on Sale Provision If Borrower sells, conveys, transfers, assigns hypothecates leases or otherwise disposes of or further encumbers the Property, or any part thereof, or any interest therein, or agree to do so whether voluntarily or involuntarily, directly or indirectly, by operation of law or otherwise, without the written consent of Lender being first obtained, then and in any such event, Lender may at its option, declare all obligations hereby secured to be immediately due and payable notwithstanding any provision to the contrary contained herein or in the Mortgage or other instruments in which the obligations herein are secured Borrower agrees to notify Lender promptly of any transaction or event which may give rise to a right of acceleration hereunder Lender's consent to one such transaction shall not constitute a waiver of Lender's right to require its consent to any future or successive transaction
- 15 Acceleration, Remedies. Upon Borrower's breach of any covenant or agreement including the covenants to pay when due any sums secured by this Mortgage, Lender shall give notice to Borrower specifying (1) the breach, (2) the action required to cure such breach, (3) a date, not less than ten (10) days from the date the notice is mailed to Borrower by which such breach must be cured, and (4) that failure to cure such breach on or before the date specified in the notice may result in acceleration of the sums secured by this Mortgage, foreclosure by judicial proceeding, and sale of the Property The notice shall further inform Borrower of the right to reinstate after acceleration and the right to assert in the foreclosure preceding the nonexistence of a default or any other defense of Borrower to foreclosure If the breach is not cured on or before the date specified in the notice, Lender, at Lender's option, may declare all of the sums secured by this Mortgage to be immediately due and payable without further demand and may foreclose this Mortgage by judicial proceeding Lender shall be entitled to collect in such proceeding all expenses of foreclosure, including, but not limited to, reasonable attorneys' fees as provided by law
- 16 Release. Upon satisfaction of all conditions of this Mortgage, including payment of all sums secured by this Mortgage, Lender shall release this Mortgage without charge to Borrower Upon Borrower's compliance with all terms of the Note and this Mortgage as determined by Lender in its sole and absolute discretion, Lender shall release this Mortgage without charge to Borrower on the Maturity Date

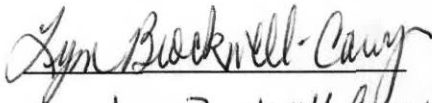
*{Signature and acknowledgment appear on following page.}*



IN WITNESS WHEREOF Borrower has executed this Mortgage as of the Effective Date

Witness

  
Print. E S CAVALLUCCI

  
Print. Lynn Brockwell-Carey

**BORROWER**

EVANS CENTER, INC., a Florida  
not for-profit corporation

By   
James Bartell, President

STATE OF FLORIDA  
COUNTY OF BREVARD

This mortgage was acknowledged before me this 28 day of September, 2018,  
by James Bartell, as President of EVANS CENTER, INC. a Florida not-for-profit corporation, on  
behalf of the corporation, who is personally known to me or who has produced  
FL DL as identification



KIMBERLY R MCCORD  
Commission # GG 186710  
Expires February 15, 2022  
Bonded Thru Budget Notary Services

  
Notary

THE PROPER FLORIDA DOCUMENTARY STAMP TAX HAS BEEN PAID ON THIS NOTE AND THE PROPER STAMPS HAVE BEEN PAID WITH RESPECT TO THE MORTGAGE SECURING SAME

**MORTGAGE NOTE**  
**(Zero Interest)**

\$250,000.00

Date of Note September 28, 2018

FOR VALUE RECEIVED, the undersigned, EVANS CENTER, INC., a Florida not-for-profit corporation, whose address is 1151 Masterson Street, Melbourne, Florida 32935 (the "**Borrower**"), hereby promises to pay to the order of BAYFRONT COMMUNITY REDEVELOPMENT AGENCY a community redevelopment agency created pursuant to Chapter 163, Florida Statutes, whose address is 120 Malabar Road, S.E., Palm Bay, Florida 32907 ("**Lender**"), the principal amount equal to Two Hundred Fifty Thousand and No/100 U S Dollars (\$250,000.00) with no interest accruing thereon as provided herein

This Note is secured by a Mortgage (the "**Mortgage**") of even date herewith encumbering real estate and property therein described and duly recorded among the public records of Brevard County, Florida, the terms and conditions of which are incorporated herein by reference

This Note shall mature and the principal sum hereof or so much as may have been advanced together shall become due and payable on September 28, 2028 (the "**Maturity Date**"), provided, however, that if Borrower shall have complied with all terms of the Mortgage and this Note as determined by Lender in its sole and absolute discretion, then the principal amount owed to Lender shall be reduced to Zero Dollars (\$0.00) on the Maturity Date. Notwithstanding the foregoing, if, on or after November 1, 2024, Florida Community Loan Fund, Inc. ("**Senior Lender**") records a full satisfaction or full release of that certain mortgage granted by Borrower to Senior Lender in the aggregate amount of \$700,000.00 dated December 1, 2017, and recorded in Official Records Book 8040, Page 2625 of the public records of Brevard County Florida, then the Borrower may request the Lender to reduce the principal amount of this Note to Zero Dollars (\$0.00) and record a satisfaction of the Mortgage; provided, however that the Lender may honor or refuse such request from the Borrower in the Lender's sole and absolute discretion

Borrower may make prepayment(s) of principal hereunder at any time and from time to time without premium or penalty

1 *Borrower's Obligation.* This Note evidences the obligation of the Borrower to the Lender to repay a grant award pursuant to that certain Grant Agreement between Borrower and Lender dated of even date herewith relative to the construction of a multi use facility on certain real property more fully described in the Mortgage (the "**Property**")

2 *Prohibition on Transfer of Interests* Prior to the Maturity Date the Borrower shall not make any lease sale, assignment, conveyance or transfer of the Property, or any part thereof, or any interest therein, without the prior written consent of the Lender. For the avoidance of doubt,

Lender hereby consents to the following (i) Borrower's grant of a first priority mortgage to Florida Community Loan Fund, Inc in the aggregate amount of \$700,000.00 and (ii) Borrower's lease of the Property to The Brevard Health Alliance, Inc

3 *Due on Sale Provision* If Borrower sells, conveys, transfers, assigns, hypothecates, leases or otherwise disposes of or further encumbers the Property, or any part thereof, or any interest therein, or agree to do so, whether voluntarily or involuntarily, directly or indirectly, by operation of law or otherwise, without the written consent of Lender being first obtained, then and in any such event, Lender may at its option, declare all obligations hereby secured to be immediately due and payable notwithstanding any provision to the contrary contained herein or in the Mortgage or other instruments in which the obligations herein are secured. Borrower agrees to notify Lender promptly of any transaction or event which may give rise to a right of acceleration hereunder Lender's consent to one such transaction shall not constitute a waiver of Lender's right to require its consent to any future or successive transaction

4 *Default and Acceleration* All covenants, conditions and agreements contained in the Mortgage are hereby made a part of this Note, and the Borrower agrees that the unpaid balance of the then principal amount of this Note, together with all charges owing, shall, at the option of the Lender or, if so provided in this Note or the Mortgage automatically, become immediately due and payable, upon the failure of the Borrower to make any payment hereunder as and when due, upon the failure of the Borrower to perform or observe any term or provision of this Note or upon the occurrence of any event (whether termed default, event of default or similar term) which under the terms of the Mortgage shall entitle the Lender to exercise rights or remedies thereunder

5 *Place and Manner of Payment* All amounts due and payable under this Note are to be paid in lawful money of the United States of America at the principal office of the Lender set forth above, or at such other place or places as the Lender may designate to the Borrower in writing from time to time

6 *Application of Payments* All payments received on account of this Note shall be first applied to costs and charges owing hereunder and the remainder shall be applied to the reduction of principal.

7 *Notices* Except as may be otherwise specifically provided herein, any approval, notice, direction, consent, request or other action by the Lender shall be in writing and may be communicated to the Borrower at the address written above, or at such other place or places as the Borrower shall designate to the Lender in writing, from time to time, for the receipt of communications from the Lender

8 *No Prohibition Against Prepayment* The Borrower may prepay this Note at any time without penalty

9 *Governing Law Dispute Resolution.* This Note shall be governed by and construed in accordance with the laws of the State of Florida The parties submit to the exclusive jurisdiction of the state courts of the Eighteenth Judicial Circuit, Brevard County Florida for any action or proceeding arising under, relating to, or in connection with this Note The parties agree that all

claims in respect of the action or proceeding shall be exclusively heard and determined in any such court. The parties hereby irrevocably waive, to the fullest extent permitted by applicable Law, any objection which they may now or hereafter have to the laying of venue of any such dispute brought in such court. Each of the parties waives any defense of inconvenient forum to the maintenance of any action or proceeding so brought. THE PARTIES HEREBY IRREVOCABLY WAIVE ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY LEGAL PROCEEDING ARISING OUT OF OR RELATED TO THIS NOTE ANY OTHER TRANSACTION DOCUMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY OR THEREBY. BORROWER ACKNOWLEDGES AND AGREES THAT THIS PROVISION IS A MATERIAL INDUCEMENT TO LENDER'S EXTENSION OF CREDIT TO BORROWER. NEITHER PARTY IS RELYING ON ANY REPRESENTATION BY THE OTHER PARTY THAT THIS PROVISION WOULD NOT BE ENFORCED TO THE FULLEST EXTENT PROVIDED BY LAW.

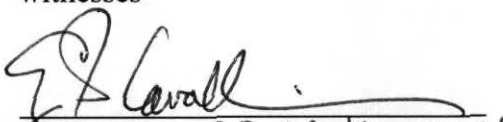
10 *Severability* If any provision of this Note shall be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions hereof shall not in any way be affected or impaired thereby.

11 *Time* Time is of the essence of this Note.

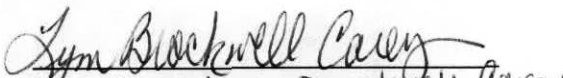
12 *No Waiver by the Lender* No waiver of any breach, default or failure of condition under the terms of this Note or the Mortgage shall be implied from any failure of the Lender to take, or any delay by the Lender in taking action with respect to such breach, default or failure or from any previous waiver of any similar or unrelated breach, default or failure, and a waiver of any term of this Note, the Mortgage, or any of the obligations secured thereby must be made in writing and shall be limited to the express written terms of such waiver.

Signed, sealed and delivered  
in the presence of the following  
witnesses

EVANS CENTER, INC

  
Print Name E.S. CAVALLUCCI

By   
James Bartell, President

  
Print Name. Lynn Brockwell-Carey



**BrevardClerk.US**

Scott Ellis, Clerk of Court



700 South Park Avenue, Bldg B  
P.O. Box 2767  
Titusville, FL 32781-2767  
(321) 637-2006

Transaction #: 2203572  
Receipt #: 62160512  
Cashier Date: 10/09/2018 05:02:31 PM  
Cashier Branch: Palm Bay

Print Date:  
10/09/2018 05:02:38 PM

**CUSTOMER INFORMATION****TRANSACTION INFORMATION****PAYMENT SUMMARY**

CITY OF PALM BAY 120 MALABAR RD SE PALM BAY FL 32907	Date Received:	10/09/2018	Total Fees:	\$1,419.00
	Source Code:	Palm Bay	Total Payments:	\$1,419.00
	Return Code:	Hand Carried	Balance Due:	\$0.00
	Trans Type:	Recording		

**1 Payments****CHECK #185515**

\$1,419.00

**1 Recorded Items****MORTGAGE**

BK/PG 8281/886 CFN 2018225982 Date 10/09/2018 05:02:30 PM

From: To:

Recording @ 1st=\$10 Add'l=\$8.50 ea	5	\$44.00
Mortgage Doc Stamps @ \$0.35 per \$100	250,000	\$875.00
Intangible Tax @ \$2 per \$1000	250,000	\$500.00

OUR P.O. NO.	YOUR INV. NO.	INVOICE DATE	DESCRIPTION	INVOICE AMOUNT	DISC/RTN	NET CHECK AMOUNT
	RECORDING COST	10/03/2018	EVANS CENTER	****1,419.00		****1,419.00

THE FACE OF THIS DOCUMENT HAS A COLORED BACKGROUND ON WHITE PAPER

CHECK DATE 10/05/2018

VOID AFTER 90 DAYS

TAX EXEMPTION NO. 85-8012646361C-4

VENDOR NO. 13062



**CITY OF PALM BAY**  
 120 MALABAR ROAD S.E.  
 PALM BAY, FLORIDA 32907-3009  
 GENERAL FUND PAYABLES

**JPMorgan Chase Bank, N.A.**  
 Miami, FL

CHECK NO. 00185515

63-8413/2670

CHECK AMOUNT

\$\*\*\*\*\*1,419.00

ONE THOUSAND FOUR HUNDRED NINETEEN AND 00/100 DOLLARS \*\*\*\*\*

**PAY**  
 TO THE  
 ORDER  
 OF

BREVARD COUNTY CLERK OF COURTS  
 2825 JUDGE FRAN JAMIESON WAY  
 VIERA FL 32940



*Yvonne McDonald*  
*[Signature]*

THE BACK OF THIS DOCUMENT CONTAINS CHECK SECURITY WATERMARK AND COIN REACTIVE INK

⑈00185515⑈ ⑆267084131⑆

826176344⑈