

Record and return to:

The Closing Place, Inc.

2194 Hwy A1A, Ste 105

Indian Harbour Bch. FL 32937

This Instrument Prepared

by and to be returned to:

Nanci Gardner

Florida Community Loan Fund, Inc.

501 North Magnolia Avenue, Suite 100

Orlando, FL 32801

MORTGAGE AND SECURITY AGREEMENT

Date: December 1, 2017

Mortgagor: EVANS CENTER, INC.
1151 Masterson Street
Melbourne, FL 32935

Lender: FLORIDA COMMUNITY LOAN FUND, INC.
501 North Magnolia Avenue, Suite 100
Orlando, Florida 32801

1. MORTGAGE. For good and valuable consideration received by Mortgagor, the receipt and sufficiency of which are hereby acknowledged, Mortgagor hereby grants, bargains, sells, assigns, transfers, and conveys to Lender, its successors and assigns, the real estate (the "Land"), legally described as:

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 the following: (a) Improvements. All buildings, structures, and other improvements of any nature now or hereafter situated in whole or in part upon the Land, regardless of whether physically affixed thereto or severed or capable of severance therefrom; (b) Appurtenances. The benefit of all easements and other rights appurtenant to the Land or the Improvements, or both, the benefit of all rights-of-way, streets, alleys, drainage rights, sanitary sewer and potable water rights, stormwater drainage rights, and rights of ingress and egress to the Land and all adjoining property; (c) Tangible Property. All of Mortgagor's right, title and interest, if any, in and to all fixtures, equipment and tangible personal property that is now or hereafter attached, affixed, situated upon or about the Land, Appurtenances, or Improvements, including: heating, air conditioning, lighting, pipes, pumps, conduits, wiring, plumbing, ventilating, stoves, ovens, ranges, disposal units, dishwashers, water heaters, exhaust systems, refrigerators, cabinets, partitions, rugs, draperies, carpets, laundry equipment, and any additions, replacements, and substitutions of the foregoing.

PROVIDED ALWAYS, if the Mortgagor shall pay unto the Lender or otherwise perform and fulfill its obligations with respect to the indebtedness or obligations evidenced by the Note (as that term is defined herein) and if the Mortgagor shall perform, comply with and abide by each and every one of the stipulations, agreements, conditions and covenants of the Note, this Mortgage and the other Loan Documents (as that term is defined herein) executed in connection herewith then this Mortgage and the estate thereby created shall cease and be null and void.

The Land, Improvements, Appurtenances, and Tangible Property are collectively referred to as the "Mortgaged Property" or "Collateral" in this Mortgage.

2. **SECURITY AGREEMENT.** To the extent any of the Collateral encumbered by this Mortgage from time to time constitutes personal property subject to the provisions of the Uniform Commercial Code, this Mortgage constitutes a "Security Agreement" for all purposes under the Uniform Commercial Code. Upon the occurrence of a Default under this Mortgage, Lender will have all rights, powers, privileges and remedies available to a secured party under the provisions of the Uniform Commercial Code with respect to the Collateral, at Lender's election.

3. **AFTER-ACQUIRED PROPERTY.** Without the necessity of any further act of Mortgagor or Lender, the lien of and security interest created by this Mortgage automatically will extend to and include any and all renewals, replacements, substitutions, proceeds, products or after-acquired property for or to the Collateral, and any and all monies, proceeds and other property that from time to time, either by delivery to Mortgagor or by any instrument (including this Mortgage) may be subjected to such lien and security interest by Mortgagor or by anyone on behalf of Mortgagor, or with the consent of Mortgagor, or which otherwise may come into the possession or otherwise be subjected to the control of Lender or Mortgagor pursuant to this Mortgage or the other Loan Documents.

4. **DEBT.** Mortgagor is indebted to Lender in the principal amount of up to Seven Hundred Thousand and No/100 Dollars (\$700,000.00) or so much as may be advanced to Mortgagor by Lender from time to time, as evidenced by the Revolving Promissory Notes (collectively, the "Note") of even date herewith made by Mortgagor, payable to the order of Lender and maturing up to Seven (7) years from the date hereof, which Note, together with any and all renewals, replacements, extensions, modifications, substitutions, future advances and any other evidence of indebtedness evidenced by said Note is herein called the "Note". The Note, that certain Loan Agreement of even date between Mortgagor and Lender (the "Agreement"), that certain Construction Loan Agreement of even date between Mortgagor and Lender (the "Construction Agreement"), the Assignment of Contract Rights (the "Contract Assignment"), the Consent to Assignment of Construction Contract (the "Assignment Consent"), the Assignment of Rents and Leases (the "Assignment"), UCC-1 Financing Statements ("UCCs") and this Mortgage are referred to collectively as the "Loan Documents".

5. **TITLE WARRANTIES.** Mortgagor covenants with Lender that: (a) Mortgagor is indefeasibly seized of the Land in fee simple, has good and marketable title to the Collateral and has full power, lawful right and authority to convey the same in fee simple and to grant Lender a perfected first lien mortgage and security interest in the Collateral, and (b) the Collateral is free and clear of all liens, encumbrances, restrictions, and security interests of any nature, except for those permitted encumbrances which Lender has previously approved.

6. **LIENS.** Mortgagor will not create or permit to be created, or to remain, and will promptly discharge at Mortgagor's expense any and all liens or encumbrances upon, or security interests in, the Collateral.

7. **TAXES AND OTHER IMPOSITIONS.** Mortgagor will pay or cause to be paid when due all taxes, including real and personal property taxes, all general and special assessments, levies, permits, inspection and license fees, water and sewer rents and charges, and all other public charges (collectively called "Impositions") imposed upon or assessed against it or the Collateral. The Mortgagor will deliver to the Lender, upon Lender's request, receipts evidencing the payment of such Impositions.

8. **INSURANCE.** Mortgagor shall maintain, at Mortgagor's cost and expense, the

following insurance coverages in full force and effect at all times: (a) Property insurance. Mortgagor shall keep the Collateral insured at all times against loss or damage by fire and other hazards included within the term "all risk" or "extended coverage" and against such other hazards as Lender may require in the full insurable value thereof, with an insurer satisfactory to Lender. (b) Flood insurance. Mortgagor shall maintain flood insurance in the maximum amount available if at any time the Collateral is located in a "Flood Hazard Area" pursuant to the Flood Disaster Protection Act of 1973 or any successor or supplemental act thereto. (c) Other insurance. General liability, excess/umbrella liability, automobile liability, worker's compensation and employers' liability, wind damage insurance, and other insurance coverage as Lender may reasonably require. The policy or policies of insurance shall: (a) be from companies and in coverage amounts acceptable to Lender, (b) contain a standard mortgagee clause in favor of Lender naming Lender as loss payee and certificate holder on such policy, as applicable, (c) not be terminable or modified without thirty (30) days' prior written notice to Lender, and (d) be evidenced by original policies, certified copies or original certificates, as Lender elects. Mortgagor shall furnish Lender satisfactory evidence of payment of all premiums required and similar evidence of renewal or replacement coverage not later than thirty (30) days prior to the date any coverage will expire. All policies shall indicate that notices related to such insurance shall be sent to Lender at Lender's address stated in this Mortgage. If any loss occurs with respect to the Collateral, Lender is hereby appointed attorney-in-fact for Mortgagor to make proof of loss if Mortgagor fails to make the same punctually, and to give a receipt for any proceeds collected under such policies. Mortgagor will promptly give written notice to Lender of any loss or damage to the Collateral, and will not adjust or settle any such loss without Lender's prior written consent. The foregoing appointment of Lender as attorney-in-fact for Mortgagor is coupled with an interest, and is irrevocable.

9. CONDEMNATION. If all or any part of the Collateral is taken as a result of, or in lieu or in anticipation of, the exercise of the right of condemnation or eminent domain, or by reason of the temporary requisition of the use or occupancy of the Collateral, in any event by any government or quasi-governmental authority, civil or military, or any other party entitled to exercise such powers by law, or is devalued or otherwise adversely affected by any of the foregoing actions, all proceeds payable with respect to any such action, up to and including the total sums secured by this Mortgage and the Loan Documents, are assigned to Lender and shall be paid to Lender.

10. PROCEEDS. All proceeds payable with respect to any casualty, loss, liability, damages or condemnation involving the Collateral as provided in the preceding two paragraphs are hereby assigned to Lender and shall be payable to Lender. Lender shall have the option to apply said proceeds or awards in reduction of the Debt, whether due or not, or to release them to Mortgagor.

11. MAINTENANCE, REPAIRS AND RECONSTRUCTION. Mortgagor shall make all repairs, renewals, replacements, servicing and reconstruction that are necessary to maintain the Mortgaged Property in good order, condition and repair. Mortgagor will promptly notify Lender of any damage to the Mortgaged Property resulting from fire or other casualty or of any pending or threatened condemnation proceedings. Mortgagor shall undertake all restoration required or desirable and will pursue it diligently to completion. Lender and any persons authorized by Lender may enter the Mortgaged Property at all reasonable times without prior notice for inspections or for any other lawful purpose. If Mortgagor fails to comply with the requirements of this paragraph, then Lender, without waiving the option to foreclose, may take some or all measures Lender deems necessary or desirable for the maintenance, repair, preservation or protection of the Mortgaged Property, and any expenses reasonably incurred by Lender in so doing shall become part of the Debt secured hereby, and shall, at the option of Lender, become immediately due and payable, and shall bear interest at

the Default Rate specified in the Note. Lender shall have no obligation to care for or maintain the Mortgaged Property, or, having taken some measures therefor, to continue same or take other measures.

12. **ADVANCES.** If Mortgagor defaults in the observance or performance of any of the provisions of the Loan Documents, then Lender, without waiving or otherwise impairing any other of its rights or remedies, at its sole option and without obligation to do so, and without demand upon Mortgagor, may make any such payment or take such action as Lender deems necessary or appropriate to correct such Default to protect the security of the Collateral encumbered by the Mortgage. All payments so made, together with all costs and expenses so incurred, will be added to the principal amount due under the Note and thereafter will bear interest at the rate then payable as provided for in the Note and will be secured by the lien and security interest granted by the Security Documents. Mortgagor will immediately, upon demand, pay all sums so expended by Lender with interest as stated above.

13. **BOOKS AND RECORDS.** Mortgagor will keep proper books or record and account in which full, true and correct entries will be made of its transactions with respect to the Collateral in accordance with generally accepted accounting principles, consistently applied and which will properly and correctly reflect all times of income and expense in connection with the operation of the Collateral. Lender will have the right to examine all such books, records and accounts at Mortgagor's office during normal business hours, and to make such copies or extracts as Lender may desire, at Mortgagor's expense.

14. **NOTICES.** Any notice or demand that must or may be given or made in connection with this Mortgage must be in writing and, unless receipt is expressly required, will be deemed given, delivered or made, as the case may be, when delivered by personal delivery or when mailed by overnight delivery service or by certified or registered mail, return receipt requested, addressed to the parties at the addresses written on the first page of this Mortgage. Such addresses may be changed by notice pursuant to this paragraph. Notice of change of address is effective only upon receipt.

15. **FINANCIAL STATEMENTS:** Mortgagor shall submit quarterly, if required by Lender, and annual audited financial statements, which shall include a Statement of Financial Position (balance sheet), a Statement of Activities (revenue and expenses), a statement showing contingent liabilities, detailed cash flow statements for each project in which Mortgagor has an interest, and any supporting schedules or documentation Lender may require. If unaudited, quarterly financial statements must contain a certification to Lender of the statement's accuracy and completeness signed by an authorized officer of Mortgagor. Audited annual statements shall bear the unqualified opinion of an acceptable certified public accountant, and be submitted within one hundred twenty (120) days of Mortgagor's fiscal year-end.

16. **DEFAULT.** The occurrence of any of the following (time being of the essence as to this Mortgage and all of its provisions) constitutes a "Default" by Mortgagor under this Mortgage and, at the option of Lender, under the other Loan Documents: (a) Scheduled Payment. Mortgagor's failure to make any payment required by the Note without notice or demand. (b) Monetary Default. Mortgagor's failure to make any other payment required by this Mortgage or the other Loan Documents after any required notice thereof by Lender. (c) Other Obligations. Mortgagor's failure to perform any other obligation imposed upon Mortgagor by this Mortgage or the other Loan Documents within the time period therein specified, or as may be specified by Lender, if in the sole opinion of Lender such Default is curable. This provision shall not be construed to provide Mortgagor with any grace period in complying with any obligations imposed on Mortgagor by the terms of the Loan Documents. (d) Representation. Any representation or warranty of Mortgagor contained in this Mortgage or

in any other instrument or statement furnished in connection herewith, proves to be false, incorrect, incomplete or misleading in any adverse respect as of the time when the same shall have been made, including without limitation, the loan application, financial statements and operating statements furnished by Mortgagor to Lender or pursuant to any provision of this Mortgage. (e) Bankruptcy. Mortgagor files a voluntary petition in bankruptcy or a petition or answer seeking or acquiescing in any reorganization or for an arrangement, composition, readjustment, liquidation, dissolution, or similar relief for itself pursuant to the United States Bankruptcy Code or any similar law or regulation, federal or state relating to any relief for debtors, now or hereafter in effect; or makes an assignment for the benefit of creditors or admits in writing its inability to pay or fails to pay its debts as they become due; or suspends payment of its obligations or takes any action in furtherance of the foregoing; or consents to or acquiesces in the appointment of a receiver, trustee, custodian, conservator, liquidator or other similar official of Mortgagor, of the Collateral or other assets of either; or has filed against it an involuntary petition, arrangement, composition, readjustment, liquidation, dissolution, or an answer proposing an adjudication of it as a bankrupt or insolvent, or is subject to a reorganization pursuant to the United States Bankruptcy Code, an action seeking to appoint a trustee, receiver, custodian, or conservator or liquidator, or any similar law, federal or state, now or hereafter in effect, and such action is approved by any court of competent jurisdiction and the order approving the same shall not be vacated or stayed within thirty (30) days from entry; or consents to the filing of any such petition or answer, or shall fail to deny the material allegations of the same in a timely manner. (f) Judgments. A final judgment is entered against Mortgagor that adversely affects the value, use or operation of the Collateral, or adversely affects the validity, enforceability or priority of the lien or security interest created by this Mortgage or the other Loan Documents; or execution or other final process issues thereon with respect to the Collateral; and Mortgagor does not discharge the same or provide for its discharge in accordance with its terms, or procure a stay of execution thereon, in any event within thirty (30) days from entry, or Mortgagor shall not, within such period or such longer period during which execution on such judgment shall have been stayed, appeal therefrom or from the order, decree or process upon or pursuant to which such judgment shall have been entered, and cause its execution to be stayed during such appeal, or if on appeal such order, decree or process shall be affirmed and Mortgagor shall not discharge such judgment or provide for its discharge in accordance with its terms within sixty (60) days after the entry of such order or decree or affirmance, or if any stay of execution on appeal is released or otherwise discharged. (g) Liens. Any federal, state or local tax lien or any claim of lien for labor or materials or any other lien or encumbrance of any nature whatsoever is recorded against Mortgagor or the Collateral and is not removed by payment or transferred to substitute security in the manner provided by law, within ten (10) days after it is recorded in accordance with applicable law. (h) Default Under Loan Documents. Mortgagor's default in the payment or performance of any of Mortgagor's obligations under any of the Loan Documents including this Mortgage. (i) Mortgagor's Continued Existence. Mortgagor shall cease to exist or to be qualified to do or transact business in the State of Florida or be dissolved or shall be a party to a merger or consolidation, or shall sell all or substantially all of its assets. (j) Transfer of Collateral. Any sale, conveyance, transfer, assignment or other disposition of the Collateral or any ownership interest in Mortgagor in violation of paragraph 20 below. (k) Other Foreclosure Proceedings. Foreclosure proceedings are instituted against the Collateral covered by this Mortgage upon any other lien or claim whether alleged to be superior or junior to the lien of this Mortgage.

17. CROSS-DEFAULT. This Mortgage shall secure Mortgagor's prompt payment and performance of (a) the Note; (b) Mortgagor's obligations to Lender under all documents executed in connection with the Note and this Mortgage; and (c) all other obligations of Mortgagor to Lender, however and whenever created. A default in any obligations of Mortgagor shall constitute a default under this Mortgage.

18. **REMEDIES.** Upon the occurrence and continuance, if applicable, of any Default, Lender may exercise any one or more of the following rights and remedies, in addition to all other rights and remedies otherwise available at law or in equity: (a) Loan Documents. To pursue any right or remedy provided by the Loan Documents. (b) Acceleration. To declare the entire unpaid amount of the Debt together with all accrued and unpaid interest thereon immediately due and payable with interest to be due thereon at the Default Rate set forth in the Note. (c) Foreclosure. To foreclose the lien of this Mortgage and obtain possession of the Collateral by any lawful procedure. (d) Code Rights. To exercise any right or remedy available to Lender as a secured party under the Uniform Commercial Code as adopted by the State of Florida, as it from time to time is in force and effect, with respect to any portion of the Collateral then constituting property subject to the provisions of such Code; or Lender may elect to treat the Collateral as real property, or an interest therein, for remedial purposes. (e) Receiver. To apply, on ex parte motion, to any court of competent jurisdiction for the appointment of a receiver to take charge of, manage, preserve, protect, complete construction of, rent, and operate the Mortgaged Property; to make all necessary and needed repairs, to pay all taxes, assessments, insurance premiums and other costs incurred in connection with the Collateral; and after payment of the expenses of the receivership and compensation to the receiver for any of the services described herein, to apply all net proceeds derived therefrom in reduction of the Debt or in such other manner as the court shall direct. The receiver may exclude Mortgagor wholly from the Mortgaged Property and have, hold, use, operate, manage and control the Mortgaged Property and may, in the name of Mortgagor, exercise all of Mortgagor's rights and powers to maintain, construct, operate, restore, and insure the Mortgaged Property in such manner as such receiver deems appropriate. (f) Advances. To advance such monies and take such other action as is authorized by paragraph 12 herein.

19. **WAIVER OF CERTAIN RIGHTS.** Mortgagor waives, to the extent that it lawfully may, all rights to have the Collateral and any other security for the Debt marshalled upon any foreclosure or otherwise. Mortgagor hereby waives and renounces all homestead and exemption rights provided for by the Laws of the United States of America and the State of Florida, in and to the Collateral as against the collection of the Debt.

20. **TRANSFER.** Mortgagor may not contract, sell, convey, assign, transfer or otherwise dispose of any interest in the Collateral without Lender's consent. Whether such transfer is voluntary or involuntary, or by operation of law, any such transfer will be void as to Lender, and constitute an immediate Default under this Mortgage, without notice in the sole discretion of Lender.

21. **FUTURE ADVANCES.** This Mortgage is given to secure not only the existing Debt, but also such future advances, whether such advances are obligatory or are to be made at the option of Lender, which are made within twenty (20) years from the date hereof, to the same extent as if such future advances were made on the date of the execution of this Mortgage. The total amount of Debt that may be so secured may decrease or increase from time to time, but the maximum possible principal debt so secured at one time shall not exceed two (2) times the original sum of the Note as set forth above plus interest thereon, and any disbursements made for the payment of taxes, levies or insurance on the Collateral, with interest on such disbursements at the rate then in effect pursuant to the terms of the Note.

22. **SATISFACTION.** The lien and security interest provided by the Loan Documents will continue unimpaired and in full force and effect unless and until the Debt is paid in full, whereupon such lien and security interest will be without further force or effect.

23. **HAZARDOUS MATERIALS.** Mortgagor represents and warrants to Lender that the Collateral has not in the past been used nor is presently being used and will not in the future

be used for the handling, storage, transportation or disposal of hazardous or toxic materials, including asbestos insulation. Mortgagor agrees to indemnify, defend and hold harmless the lender from and against any loss, cost or expense incurred by Lender, including without limitation, attorneys' fees at both trial and appellate levels, incurred by the Lender as a result of such past, present or future use, handling, storage, transportation or disposal of hazardous or toxic materials, including asbestos insulation. Mortgagor's indemnification obligation hereunder shall be one of strict liability and shall be enforceable without regard to any fault or knowledge of Lender with respect to any act or omission or condition or event which is the basis of the claim under such indemnification obligation. Mortgagor's obligation under this section shall not be limited to any extent to the term of the Note or other obligations secured hereby, and such obligation shall continue, survive and remain in full force and effect notwithstanding payment in full or other satisfaction or release of said Note, and this Mortgage or any foreclosure under this Mortgage or any delivery of a deed in lieu of foreclosure. The provisions of this section shall be deemed to survive and continue in full force and effect after any foreclosure or other proceeding by which Lender, its successors and assigns, succeed to ownership of the Property.

24. APPRAISALS. In addition to the appraisal required by Lender prior to closing of the Loan, updated appraisals shall be prepared at Mortgagor's expense when requested by Lender. Such appraisals shall be prepared in accordance with written instructions from Lender by a professional appraiser approved by Lender. Mortgagor shall cooperate fully with the appraisal process and shall allow the appraisers reasonable access to the Property and its tenants.

If at any time and for any reason Lender determines that the value of the Collateral may have declined or be less than Lender previously anticipated, within sixty (60) days from Lender's written request to Mortgagor, Mortgagor shall provide to Lender, at Mortgagor's sole cost and expense, a current appraisal of the Collateral in form and content as required by Lender.

Mortgagor acknowledges that Lender was induced to make the subject Loan based upon a specific loan-to-value ratio (the "Original Loan-to-Value Ratio"). The Original Loan-to-Value Ratio was based upon the appraised value (the "Original Appraised Value") of the Property set forth in the valuation Mortgagor submitted to Lender prior to the closing of the Loan. If Lender determines the value of the Property has decreased from the Original Appraised Value, and if such decrease results in a loan-to-value ratio which is higher than the Original Loan-to-Value Ratio, Mortgagor shall, within thirty (30) days of Lender's written request, either: (a) make a principal payment (the "Prepayment") under the Note in an amount sufficient to maintain the Original Loan-to-Value Ratio; or (b) pledge such additional collateral for the Loan that is acceptable to Lender, in its sole and absolute discretion. Any Prepayment shall not entitle Mortgagor to a release of any of the Property.

25. RELEASE. (a) In consideration of the agreements of Lender contained herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Mortgagor, on behalf of itself and its successors, assigns, and other legal representatives, hereby absolutely, unconditionally and irrevocably releases, remises and forever discharges Lender, and its successors and assigns, and its present and former shareholders, affiliates, subsidiaries, divisions, predecessors, directors, officers, attorneys, employees, agents and other representatives (Lender and all such other parties being hereinafter referred to collectively as the "Releasees" and individually as a "Releasee"), of and from all demands, actions, causes of action, suits, covenants, contracts, controversies, agreements, promises, sums of money, accounts, bills, reckonings, damages and any and all other claims, counterclaims, defenses, rights of set-off, demands and liabilities whatsoever (individually, a "Claim" and collectively, "Claims") of every name and nature, known or unknown, suspected or unsuspected, both at law and in equity, which Mortgagor or any of its

successors, assigns, or other legal representatives, may now or hereafter own, hold, have or claim to have against the Releasees or any of them for, upon, or by reason of any circumstance, action, cause or thing whatsoever which arose or has arisen at any time on or prior to the day and date of this Agreement; including, without limitation, for or on account of, or in relation to, or in any way in connection with the Property, the appraisal or value assigned to the Property, servicing the Loan, the Loan Documents, or this Agreement, or transactions thereunder or related thereto; (b) Mortgagor understands, acknowledges and agrees that the release set forth above may be pleaded as a full and complete defense and may be used as a basis for an injunction against any action, suit or other proceeding which may be instituted, prosecuted or attempted in breach of the provision of such release; (c) Mortgagor agrees that no fact, event, circumstance, evidence or transaction which could now be asserted or which may hereafter be discovered shall affect in any manner the final, absolute and unconditional nature of the release set forth above; and (d) Mortgagor acknowledges and agrees that the release of each Releasee is not and shall not be construed as an admission of wrongdoing, liability or culpability on the part of any Releasee, or as an admission by any Releasee of the existence or any Claims of Mortgagor against any Releasee. Mortgagor further acknowledges that, to the extent that any such Claims may exist, they are speculative and not liquidated. In any event, Mortgagor acknowledges and agrees that the value to Mortgagor of the covenants and agreements of Lender under this Agreement are in excess of and constitute more than "reasonably equivalent value" for the Claims released by Mortgagor.

26. **AMERICANS WITH DISABILITIES ACT.** Mortgagor shall keep and maintain the Property in compliance with, and shall not cause or permit the Property to be in violation of the Americans With Disabilities Act of 1990 (hereinafter "ADA") and any other federal, state or local laws, regulations, guidelines, codes or ordinances relating to the accessibility of properties to persons with disabilities (collectively, with the ADA, the "Disabilities Laws"). Mortgagor indemnifies and holds Lender harmless from and against, and shall immediately pay any and all claims, losses, damages, liabilities, fines, penalties, charges and judgments incurred by Lender arising from any past, present or future failure of Mortgagor to comply with the Disabilities Laws. Mortgagor's indemnification obligation hereunder shall be one of strict liability and shall be enforceable without regard to any fault or knowledge of Lender with respect to any act or omission or condition or event which is the basis of the claim under such indemnification obligation. Mortgagor's obligation under this section shall not be limited to any extent to the term of the Note or other obligations secured hereby, and such obligation shall continue, survive and remain in full force and effect notwithstanding payment in full or other satisfaction or release of said Note, and this Mortgage or any foreclosure under this Mortgage or any delivery of a deed in lieu of foreclosure. The provisions of this section shall be deemed to survive and continue in full force and effect after any foreclosure or other proceeding by which Lender, its successors and assigns, succeed to ownership of the Property.

27. **TAXATION OF MORTGAGE.** In the event of the passage after the date of this Mortgage of any federal, state or local law changing in any way the laws for the taxation of mortgages or debts secured by mortgages, or the manner of the collection of any such taxes, and imposing a tax on any or all of the Loan Documents, Lender shall have the right to declare the Debt due on a date to be specified by not less than sixty (60) days written notice given to Mortgagor by Lender; provided, however, that such election shall be ineffective if Mortgagor is permitted by law to pay the tax in addition to all other payments required hereunder, and if Mortgagor, prior to such specified date, does pay such tax and agrees to pay any such tax when thereafter levied or assessed, and such agreement shall not constitute a modification of this Mortgage.

28. **DEPOSITS.** If required by Lender, Mortgagor will pay to Lender on the last day of each and every consecutive month, a sum equal to one-twelfth (1/12th) of the annual amount necessary to pay taxes assessed with respect to the Collateral and insurance required to be

maintained by the Mortgage. All such sums paid to Lender shall be applied by Lender to the payment of such taxes and insurance.

29. JUDGMENT. Lender may seek and recover a judgment for all amounts due and payable in accordance with the Note or under this Mortgage either before, after or during the pendency of any other proceedings or action to obtain relief under or with respect to any of the Loan Documents. Lender's right to seek and recover any such judgment will not be affected by obtaining any other such relief. Lender will continue to be entitled to enforce payment of, and to seek and recover a judgment for, any portion of the Debt remaining due and payable after the application of any proceeds of any sale of the Collateral pursuant to law. Neither the lien nor security interest of this Mortgage, nor any rights or remedies of Lender hereunder or under any of the Loan Documents, will be impaired in any way by the recovery of any judgment by Lender against Mortgagor, or by the levy of an execution under such judgment upon any portion of the Collateral, until the Debt is paid in full. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided under this provision and other provisions of the Loan Documents, including, but not limited to, reasonable attorney fees.

30. ESTOPPEL LETTERS. If requested, from time to time, by either Mortgagor or Lender, and within ten (10) days after any such request, Mortgagor or Lender, as the case may be, will execute and deliver to or at the direction of Lender or Mortgagor, as the case may be, such estoppel letters certifying such matters relating to this Mortgage or the Loan Documents, or both, as may reasonably be required.

31. TIME OF THE ESSENCE. Time is of the essence with respect to each and every covenant, agreement, and obligation of Mortgagor under this Mortgage and the other Loan Documents, and any and all other instruments now or hereafter evidencing, securing or otherwise relating to the Debt.

32. ORAL MODIFICATION INEFFECTIVE. No term of this Mortgage or any other of the Loan Documents may be waived, changed, modified, discharged or terminated except by an instrument in writing signed by the party against which enforcement of the waiver, change, modification, discharge or termination is sought.

33. WAIVER OF TRIAL BY JURY. BY ACCEPTANCE HEREOF, MORTGAGOR HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVES ANY AND ALL RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT TO ANY LITIGATION (INCLUDING, BUT NOT LIMITED TO) ANY CLAIMS, CROSS CLAIMS OR THIRD PARTY CLAIMS ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS MORTGAGE, THE NOTE, THE OTHER LOAN DOCUMENTS OR THE TRANSACTIONS CONTEMPLATED HEREIN. MORTGAGOR HEREBY CERTIFIES THAT NO REPRESENTATIVE OR AGENT OF LENDER NOR THE LENDER'S COUNSEL HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT THE LENDER WOULD NOT, IN THE EVENT OF SUCH LITIGATION, SEEK TO ENFORCE THIS WAIVER OF RIGHT TO JURY TRIAL PROVISION. MORTGAGOR ACKNOWLEDGES THAT THE LENDER HAS BEEN INDUCED TO ENTER INTO THIS LOAN, INCLUDING THIS MORTGAGE, BY, INTER-ALIA, THE PROVISIONS OF THIS PARAGRAPH.

Signature Page to Follow

IN WITNESS WHEREOF, Mortgagor has executed and delivered this Mortgage the date stated above.

Signed and delivered in the presence of:

EVANS CENTER, INC. a Florida not for profit corporation

Rhonda Arsenault
Witness (Print Name) Rhonda Arsenault

Katherine L. Tom
Witness (Print Name) Katherine L. Tom

By: James A. Bartell president
Name: James A. Bartell
Title: President

AND

Rhonda Arsenault
Witness (Print Name) Rhonda Arsenault

Katherine L. Tom
Witness (Print Name) Katherine L. Tom

By: Nathaniel Harris
Name: Nathaniel Harris
Title: Treasurer

STATE OF FLORIDA
COUNTY OF BREVARD

The foregoing instrument was acknowledged before me this 1st day of DEC, 2017, by James A. Bartell, as President AND by Nathaniel Harris, as Treasurer of EVANS CENTER, INC. a Florida not-for-profit corporation, who is personally known to me or who provided _____ as identification.

My Commission Expires:

Katherine L. Tom
Notary Public, State of Florida
Print Name Katherine L. Tom

