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Illinois Anti-Predatory Lending Database Program

Certificate of Exemption



Report Mortgage Fraud
844-768-1713



Doc# 1809345022 Fee \$96.00

RHSP FEE: \$9.00 RPRF FEE: \$1.00

KAREN A. YARBROUGH

COOK COUNTY RECORDER OF DEEDS

DATE: 04/03/2018 12:10 PM PG: 1 OF 11

The property identified as: **PIN:** 25-05-326-009-0000

Address:

Street: 9425 South Laffin Street

Street line 2:

City: Chicago

State: IL

ZIP Code: 60620

Lender: Angel Oak Prime Bridge LLC

Borrower: The Carmen Group Corp.

Loan / Mortgage Amount: \$142,733.00

This property is located within the program area and the transaction is exempt from the requirements of 765 ILCS 77/70 et seq. because the application was taken by an exempt entity.

Certificate number: 11C85B73-C799-486D-92BD-B01AACA5CFB6

Execution date: 2/22/2018

CCRD REVIEW 

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IN WITNESS WHEREOF, Mortgagor has executed this mortgage or caused this mortgage to be executed as of the day first written above.

MORTGAGOR: 

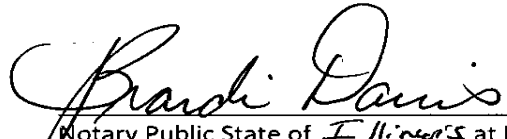
By: Carmen Sudduth

STATE OF Illinois
COUNTY OF Cook

The foregoing instrument was acknowledged before me this 2nd day of February, 2018, by Carmen Sudduth, as President of The Carmen Group
[name of mortgagor] on behalf of the _____

~~He~~^{She} is either personally known to me or produced his/her Illinois (state) driver's license as identification.




Notary Public State of Illinois at Large
Brandi Davis
(Printed or typed name)

My Commission Expires: 10.4.2018

[NOTARIAL STAMP OR SEAL] Commission No. 789109

Property of Cook County Clerk's Office

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BALLOON RIDER

THIS BALLOON RIDER is made as of **February 27, 2018**, and is attached and incorporated into the Mortgage, Assignment of Rents, Security Agreement and Fixture Filing ("Security Instrument") of the same date given by the undersigned ("Borrower") to secure Borrower's obligations under a promissory note in favor of **Angel Oak Prime Bridge LLC** ("Lender") of the same date and covering the property described in the Security Instrument located at **9425 South Laflin St Chicago, IL 60620**, in Cook County, Florida.

THIS LOAN IS PAYABLE IN FULL AT MATURITY. YOU MUST REPAY THE ENTIRE PRINCIPAL BALANCE OF THE LOAN AND ALL ACCRUED AND UNPAID INTEREST THEN DUE. LENDER IS UNDER NO OBLIGATION TO REFINANCE THE LOAN AT MATURITY. YOU WILL, THEREFORE, BE REQUIRED TO MAKE PAYMENT OUT OF OTHER ASSETS THAT YOU MAY OWN, OR YOU MUST FIND A LENDER, WHICH MAY OR MAY NOT BE THIS LENDER, WILLING TO LEND YOU THE MONEY TO REFINANCE. IF YOU REFINANCE THIS LOAN AT MATURITY, YOU MAY BE REQUIRED TO PAY SOME OR ALL OF THE CLOSING COSTS NORMALLY ASSOCIATED WITH A NEW LOAN EVEN IF YOU OBTAIN REFINANCING FROM THIS LENDER.

BORROWER:
The Carmen Group Corp

By: *C. Sudduth*
Carmen Sudduth

STATE OF Illinois
COUNTY OF Cook

The foregoing instrument was acknowledged before me this 27th day of February, 2018, by Carmen Sudduth, as President of The Carmen Group [name of borrower], a _____, on behalf of the _____. ~~He~~she is either personally known to me or produced his/her Illinois (state) driver's license as identification.

Brandi Davis
Notary Public State of Illinois, at Large
Brandi Davis
(Printed or typed name)
My Commission Expires: 10-4-2018

[NOTARIAL STAMP OR SEAL]



[Sign Original Only]

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MULTIPLE UNIT RIDER TO DEED OF TRUST

THIS MULTIPLE UNIT RIDER shall be deemed to amend and supplement the Deed of Trust, Assignment of Rents, Security Agreement and Fixture Financing Statement (the "Security Instrument") of the same date, given by

The

Carmen Group Corp, a An Illinois Corporation (the "Borrower") to secure Borrower's Promissory Note (the "Note") to **ANGEL OAK PRIME BRIDGE, LLC**, a Georgia limited liability company (the "Lender") of the same date and covering the property described in the Security Instrument and Exhibit A attached hereto and located at **9425 South Laflin St, Chicago, Illinois 60620**.

COVENANTS. In addition to the covenants and agreements made by the Borrower in the Security Instrument, Borrower covenants and agrees as follows:

USE OF PROPERTY; COMPLIANCE WITH LAW. Borrower shall not seek, agree to or make a change in the use of the Property or its zoning classification, unless Lender has agreed in writing to the change. Borrower shall comply with all laws, ordinances, regulations and requirements of any governmental body applicable to the Property.

SUBORDINATE LIENS. Except as permitted by federal law, Borrower shall not allow any lien inferior to the Security Instrument to be perfected against the Property without Lender's prior written permission.

RENT LOSS INSURANCE. Borrower shall maintain insurance against rent loss at the Property in addition to the other hazards for which insurance is required in this loan transaction.

MODIFICATION OF LEASES. Borrower shall not modify, amend, renew or extend the leases with tenants at the Property without the prior written consent of Lender. Any modification, amendment, renewal or extension of any lease made without Lender's written consent shall not be binding on Lender. As used in this paragraph, the word "lease" shall mean "sublease" if the Security Instrument encumbers a leasehold or if Lender has consented to a sublease of the applicable unit at the Property.

ASSIGNMENT OF RENTS. Borrower has assigned and transferred to Lender all the rents, profits and revenues from the Property under the Security Instrument, with the right of Borrower to receive the rents, profits and revenues unless or until the occurrence of any event of default or breach by Borrower under the Note or the Security Instrument.

If Lender gives notice of breach or default to Borrower: (i) all rents received by Borrower shall be held by Borrower as trustee for benefit of Lender only, to be applied to the sums secured by the Security Instrument; (ii) Lender shall be entitled to collect and receive all of the rents of the Property; and (iii) each tenant of the Property shall pay all rents due and unpaid to Lender or Lender's agent on Lender's written notice to the tenant.

Borrower has not executed any prior assignment of the rents and has not and will not perform any act that would prevent Lender from exercising its rights under this paragraph.

Lender shall not be required to enter upon, take control of or maintain the Property before or after giving notice of breach to Borrower. However, Lender or a judicially appointed receiver

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may do so at any time after the occurrence of a default or breach by Borrower. Any application of rents shall not cure or waive any default or invalidate any other right or remedy of Lender.

CROSS-DEFAULT PROVISION. Borrower's default or breach under any note or agreement in which Lender has an interest shall be a breach under the Note and the Security Instrument and Lender may invoke any of the rights and remedies permitted by the Note and the Security Instrument.

BY SIGNING BELOW, Borrower hereby accepts and agrees to the terms and covenants contained in this Multiple Unit Rider to Deed of Trust.

BORROWER:
The Carmen Group Corp

By: [Signature]
Printed name **Carmen Sudduth**
Title: **PRESIDENT**

State of ^(RD) ~~Maryland~~ **Illinois**
County of Cook (or City of Chicago) (place where acknowledgment is taken)

On this 27th day of February, 2018, before me, the undersigned officer, personally appeared **The Carmen Group Corp**, a **An Illinois Corporation**, and that he/she, as such **PRESIDENT**, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the **An Illinois Corporation** by himself/herself as **Carmen Sudduth**.

In witness thereof I hereunto set my hand and official seal

(Notary Seal)

[Signature]
Signature of Notary Public
My Commission Expires: 10-4-2018



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EXHIBIT A

Legal Description of the Property

**COOK COUNTY
RECORDER OF DEEDS**

**COOK COUNTY
RECORDER OF DEEDS**

**COOK COUNTY
RECORDER OF DEEDS**

Property of Cook County Clerk's Office

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Exhibit A
Legal Description

LOT 31 IN ELMORE'S 95TH STREET SUBDIVISION OF BLOCK 36 IN THE SUBDIVISION OF THAT PART WESTERLY OF THE RIGHT OF WAY OF THE CHICAGO, ROCK ISLAND AND PACIFIC RAILROAD OF THE SOUTH HALF OF SECTION 5, TOWNSHIP 37 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

Permanent Real Estate Index Number: 25-05-326-009-0000

Property of Cook County Clerk's Office
**COOK COUNTY
RECORDER OF DEEDS**

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PREPARED BY AND RETURN TO:
ANGEL OAKS HOME LOANS
ONE BUCKHEAD PLAZA
3060 PEACHTREE RD. NW, STE 500
ATLANTA, GA 30305

Tax Parcel I.D. No.:
25-05-326-009-0000

**MORTGAGE, ASSIGNMENT OF RENTS,
 SECURITY AGREEMENT AND FIXTURE FILING**

THIS MORTGAGE, ASSIGNMENT OF RENTS, SECURITY AGREEMENT AND FIXTURE FILING is made as of **February 27th 2018**, between **The Carmen Group Corp**, having an address of ("Mortgagor"), and **Angel Oak Prime Bridge LLC**, having an address of **3060 Peachtree Road NW, Atlanta, GA 30305** ("Mortgagee").

WITNESSETH:

Mortgagor, in consideration of the sum of Ten Dollars (\$10.00) and other valuable consideration to Mortgagee paid by Mortgagee, receipt whereof is hereby acknowledged, does hereby grant, bargain, sell, assign, transfer, convey, mortgage and confirm unto Mortgagee the real property located at **9425 South Laflin St Chicago IL**, in Cook County, Florida, more particularly described on Exhibit A attached hereto and incorporated herein (the "Property");

Together with all buildings, structures and other improvements of any nature, now or hereafter situated in whole or in part on the Property; and all fixtures, furniture, and furnishings, equipment, carpeting, appliances and all other personally now existing on the Property or that may hereafter be erected or placed thereon, or acquired therefor, or used in connection therewith, including, but not limited to, all heating, lighting, plumbing, ventilating, refrigerating, air conditioning, sprinkling, water and power systems, appliances and mixtures; all elevators, motors and machinery; all storm and screen windows and doors, screens, awnings, window shades, bath tubs, sinks, toilets, basins, mirrors, cabinets, dishwashers, laundry equipment and/or appliances, refrigerators, hot water heaters and ranges and all substitutions, additions, accessions and replacements thereof, and all proceeds thereof, including insurance proceeds or condemnation awards; and all landscaping, plantings and shrubbery now growing or that may hereafter be planted or grown thereon; and all contract rights, development rights, entitlements, permits, licenses, agreements, leases, including deposits, security deposits, pre-paid deposits collected thereon or applicable thereto; and all rights in and to common elements or limited common elements to which Mortgagee is or may become entitled in connection with the Property.

Mortgagor also hereby grants to Mortgagee a mortgage lien on and a security interest in all of the Mortgaged Property described herein and in addition to the rights of a mortgagee, Mortgagee shall have all of the rights of a secured party under the Florida Uniform Commercial Code. (The real and personal property described in this mortgage is sometimes collectively called "the Mortgaged Property".)

TO HAVE AND TO HOLD the above described Mortgaged Property unto Mortgagee forever.

1. Title Covenants. Mortgagor hereby covenants with Mortgagee that Mortgagor is indefeasibly seized with the absolute and fee simple title to the Property; that Mortgagor has full power and lawful authority to convey, assign, transfer, encumber and mortgage the same; that the Mortgaged Property is free and discharged from all liens, encumbrances and claims of every kind, including all taxes and assessments, except for taxes and assessments not yet due and payable and all applicable zoning, land use and other applicable governmental regulations. This mortgage is intended to be a first lien on the Mortgaged Property in favor of Mortgagee.

2. Further Assurances. Mortgagor covenants that Mortgagor, at Mortgagor's sole expense, will execute such other and further instruments and assurances to effectuate the intent of Mortgagor and Mortgagee hereunder that may be reasonably requested by Mortgagee.

3. Secured Indebtedness. This mortgage is given to secure to Mortgagee payment of all sums due under a promissory note ("Note"), of even date herewith made by Mortgagor in favor of Mortgagee in the original principal amount of **One Hundred Forty Two Thousand Seven Hundred Thirty Three** Dollars (\$142,733.00), accruing interest at the rate set out in the Note, on the principal amount remaining from time to time unpaid, payable to the order of Mortgagee as provided in the Note, and all advances made pursuant to the terms of the Note and this mortgage (collectively, "Loan Documents"); and the performance of all obligations imposed on Mortgagor by this mortgage.

4. Covenants of Payment and Performance. Mortgagor covenants and agrees: (a) to pay to Mortgagee, with interest, the sums due under the Note and any extensions or renewals thereof, in whole or in part, and all other indebtedness or liability hereby secured, however created or evidenced, promptly when the same becomes due; (b) to pay and/or discharge any other amounts or liabilities that may in the future become due, owing or outstanding from Mortgagor to Mortgagee under this mortgage, including, without limitation, any late fees, escrows or advances made, however the same may be or may have been contracted, evidenced or accrued; (c) to pay all taxes and assessments levied or assessed upon the Mortgaged Property before the same become delinquent, and in no event to permit the Mortgaged Property, or any part thereof, to be sold for nonpayment of taxes or assessments,

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pay all taxes and assessments levied or assessed upon the Mortgaged Property before the same become delinquent, and in no event to permit the Mortgaged Property, or any part thereof, to be sold for nonpayment of taxes or assessments, and to provide Mortgagee, at its request, a copy of payment receipts evidencing payment of taxes within ten (10) days of payments made; (d) to keep the Mortgaged Property in as good repair as is the condition existing on the date hereof and to permit, commit or suffer no waste, impairment or deterioration thereof, to comply strictly with all laws and governmental regulations and rules affecting the Mortgaged Property or its operation; (e) to pay all taxes that may be levied or assessed on this mortgage or the moneys secured hereby; (f) to permit no mechanic's or other liens arising either by contract or by law, to be created or rest upon all or any part of the Mortgaged Property for thirty (30) days without the same being paid, released or transferred to a surety bond, and discharge of the property therefrom procured; and (g) to permit no subordinate liens on the Mortgaged Property without notice to and the prior written consent of Mortgagee. Until full payment of the Note or any extensions or renewals thereof, in whole or in part, and until payment of all other indebtedness or liability that may become due or owing hereunder and secured hereby, Mortgagor shall faithfully and promptly comply with and perform each and every covenant and provision on the part of Mortgagor to be complied with and performed pursuant to the terms of this mortgage.

5. Future Advances. Mortgagor agrees that any additional sum or sums advanced by the then holder of the Note secured hereby to or for the benefit of Mortgagor, whether such advances are obligatory or made at the option of Mortgagee, or otherwise, at any time within twenty (20) years from the date of this mortgage, with interest thereon at the rate agreed upon at the time of each additional loan or advance, shall be equally secured with and have the same priority as the original indebtedness secured hereby and all such sums shall be subject to all of the terms and provisions of this mortgage, whether or not such additional loan or advance is evidenced by a promissory note and whether or not identified by a recital that it is secured by this Mortgage; provided that the aggregate amount of principal indebtedness outstanding at any one time shall not exceed the sum of **One Hundred Forty Two Thousand Seven Hundred Thirty Three Dollars (\$142,733.00)** (if blank, twice the principal amount of the Note) and provided further that it is understood and agreed that this future advance provision shall not be construed to obligate Mortgagee to make any such additional loans or advances. It is further agreed that any additional note or notes executed and delivered under this future advance provision shall be included in the word "Note" wherever it appears in the context of this mortgage.

6. Insurance and Casualty Damage. Mortgagor further covenants to keep the buildings, structures and other improvements now or hereafter erected or placed on the Property and constituting a part of the Mortgaged Property constantly insured against all loss or damage for the full replacement value of the Mortgaged Property for casualty damage, fire, windstorm and extended coverage, and flood (if the Mortgaged Property is located within a flood hazard zone requiring such insurance), and to obtain and keep in full force a comprehensive general liability insurance policy for Mortgagor and a business interruption and/or rental insurance policy covering the Mortgaged Property, all in insurance companies reasonably satisfactory to Mortgagee and licensed to transact business in the State of Florida (but Mortgagee shall not be liable for the insolvency or irresponsibility of any such companies,) which policies shall provide for not less than ten (10) days written notice of cancellation to mortgagee, and to pay promptly all premiums for such insurance. Mortgagee shall be named as an additional insured and/or loss payee on all policies with respect to the Mortgaged Property and all policies and renewals shall include a standard mortgagee insured clause. Upon expiration of any insurance policy during the term of this mortgage, Mortgagor agrees to procure and pay for a renewal policy which complies with the above requirements, and provide proof of the same to Mortgagee, at Mortgagee's request, ten (10) days prior to the expiration date of the original policy. In the event of casualty damage to the Mortgaged Property, including without limitation any flood damage, Mortgagor shall promptly notify Mortgagee of the date, nature and extent of the damage to the Mortgaged Property. At its sole option Mortgagee may elect to receive all insurance proceeds payable on casualty damage to the Mortgaged Property for application to the indebtedness secured hereby, or require Mortgagor to use all such proceeds for restoration and repair of the Mortgaged Property.

7. Advances to Protect Security. It is further covenanted the Mortgagee may (but shall not be obligated to do so) advance sums required to be paid by Mortgagor hereunder, in order to protect the lien or security hereof, and Mortgagor agrees without demand to forthwith repay such advances to Mortgagee, which amounts shall bear interest from the date so advanced until paid at the rate of eighteen percent (18%) per annum, and shall be considered as so much additional principal indebtedness secured hereby; but no payment by Mortgagee of any such sums shall be deemed a waiver of Mortgagee's right to accelerate the principal amount due hereunder by reason of the default or violation of Mortgagor in any of the covenants hereunder.

Mortgagor further covenants that granting any extension or extensions of time for payment of any part or all of the total indebtedness or liability secured hereby, or any modification of the terms of the indebtedness secured hereby, or the taking of other or additional security for payment thereof, shall not affect this mortgage or the rights of Mortgagee hereunder, or operate as a release of any party from any liability upon any part of the indebtedness hereby secured under any covenant herein contained.

8. Default and Remedies. In the event of default (a) in payment of any portion of the indebtedness secured hereby, if such payment is not made within five (5) days of the date due and Mortgagor fails to cure such non-payment within thirty (30) days of notice from Mortgagee to Mortgagor; or (b) in performance of any covenant or agreement of Mortgagor in any of the Loan Documents for thirty (30) days after notice from Mortgagee to Mortgagor setting out the covenant to be performed or action to be taken, then Mortgagee at its sole option may consider all unmatured indebtedness or liability secured hereby immediately due and payable without further notice to Mortgagor, and Mortgagee shall have the right forthwith to institute proceedings to enforce the

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collection of all moneys secured hereby and/or to foreclose the lien hereof. Any payment due Mortgagee pursuant to this mortgage that is not paid within five (5) days of the date due shall also be subject to a late payment fee in the amount of ten percent (10%) of the delinquent and outstanding payment. In the event of default of Mortgagor, Mortgagee shall have the absolute right to appointment of a receiver, without regard to the amount of security afforded Mortgagee under this mortgage, to take possession of, operate, administer and manage the Mortgaged Property and the leases, contracts, licenses, permits and agreement pertaining thereto. On enforcement of this mortgage and/or collection of sums secured hereby on default of Mortgagor, Mortgagee shall have the right to collect from Mortgagor its reasonable attorneys' and paralegals' fees, in the greater of the actual amount of such fees or ten percent (10%) of the amount of indebtedness secured hereby, and all costs incurred in collection, whether such fees and costs are incurred in court-ordered mediation, at trial, on all levels of appeal, in bankruptcy and administrative proceedings, or in any proceedings to determine the reasonableness of such fees. Mortgagor's default or breach under any promissory note or agreement in which Mortgagee holds an interest shall be a breach under this mortgage and shall entitle Mortgagee to the exercise of any and all remedies hereunder.

9. No Waiver. The Mortgagee shall have the right to exercise any option or privilege herein given or reserved and to enforce any duty of the Mortgagor at any time without further or other notice regardless of any prior waiver by Mortgagee on default of Mortgagor or delay by Mortgagee in exercising any right, option, or privilege or enforcing such duty of Mortgagor, and no waiver by Mortgagee of default of Mortgagor, or delay of Mortgagee in exercising any right, privilege or option or in enforcing any duty of Mortgagor, or acceptance by Mortgagee of any late payment shall be deemed, held, or construed to be a waiver of any of the terms or provisions of this mortgage or of any subsequent or continuing default.

10. Prohibition Against Use or Storage of Hazardous Waste. Mortgagor represents that the Mortgaged Property has not been and hereby covenants that the Mortgaged Property will not be used in whole or in part for the use, handling, storage, transportation, or disposal of hazardous or toxic materials, substances, or wastes (which terms, as used in this mortgage, include, without limitation, asbestos, polychlorinated bipenyls, and petroleum products) in violation of all applicable laws, ordinances, rules, orders, directives or regulations now or hereafter existing (collectively, "Environmental Laws"). Mortgagor covenants to comply in all respects with all Environmental Laws affecting the Mortgaged Property. Mortgagor shall indemnify and hold Mortgagee harmless from and against all claims, costs, losses, and liabilities incurred by or imposed on Mortgagee as a result of the past, present, or future use, handling, storage, transportation, or disposal of hazardous or toxic materials, substances, or wastes on the Mortgaged Property or any property adjacent thereto or failure of Mortgagor to comply with the Environmental Laws. The provisions in this section will survive the repayment of the indebtedness secured hereby, the satisfaction of this mortgage, and the transfer of the Mortgaged Property in connection with the foreclosure of this mortgage or a deed in lieu thereof, as to any liability arising under this section caused by the actions of Mortgagor, its agents, representatives or tenants, on the Mortgaged Property.

11. Assignment of Leases, Rents and Profits. Mortgagee hereby pledges and assigns to Mortgagor all rents, issues, profits, proceeds, and revenues derived from the Mortgaged Property, for the benefit of Mortgagor, but with the right in Mortgagor to receive the same, without any obligation to account to Mortgagee therefor, while this mortgage is not in default. Upon default hereof, Mortgagee shall have the absolute right to collect and apply all rents, issues, profits, proceeds and revenues derived from the Mortgaged Property to the obligations of Mortgagor hereunder, and the right to enforce this assignment under Section 691.07, *Florida Statutes*. Mortgagor further pledges and assigns to Mortgagor all leases, licenses, tenant agreements on the Property, and all security deposits and advance rents payable or paid thereunder, with the right in Mortgagor to administer, renew, modify or extend in the ordinary course of Mortgagor's business at the Property, while this mortgage is not in default.

12. Eminent Domain. This mortgage extends to and shall encumber any judgments, awards, damages, and settlements hereafter rendered or paid and resulting from condemnation proceedings with respect to the Mortgaged Property or the taking of the Mortgaged Property or any part thereof under the power of eminent domain, and Mortgagee requires that any sums payable to Mortgagor and arising out of the power of eminent domain with respect to the Mortgaged Property be paid to Mortgagee to be applied to the indebtedness secured hereby.

13. Due on Sale. If all or any part of the Mortgaged Property, or any interests in it or ownership interests in Mortgagor, are sold or transferred to a third party unrelated to or not controlled by Mortgagor, or further encumbered, including without limitation, the granting of any easement or beneficial interest in the Mortgaged Property (with the sole exceptions of (a) the creation of a purchase money security interest for household appliances incorporated into the Mortgaged Property, (b) a transfer by devise, descent or by operation of law upon the death of any owner of the Mortgaged Property holding interests as joint tenant with rights of survivorship, (c) the grant of any leasehold interest of three (3) years or less not containing an option to purchase, or (d) reasonable and customary easements for utilities, cable and other services at the Mortgaged Property), at the option of Mortgagee and without further notice to Mortgagor all sums secured by this mortgage shall become immediately due and payable.

14. Fixture Filing and Right of Mortgagee to File. This mortgage shall constitute a fixture filing under the Florida Uniform Commercial Code, as amended from time to time. Mortgagor agrees that Mortgagee may file and record, as necessary to perfect the security interests in the Mortgaged Property granted herein, any financing statement, continuation statement or any other document or instrument required to perfect or to maintain perfection of the security interests granted Mortgagee by Mortgagor pursuant to this mortgage.

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15. Release or Satisfaction. Whenever there is no outstanding obligation or indebtedness secured hereby and no commitment of Mortgagee to make advances, at the request of Mortgagor Mortgagee shall record a release or satisfaction hereof.

16. Interest Limitation. Mortgagor and Mortgagee intend to comply strictly with applicable law regulating the maximum allowable rate or amount of interest that Mortgagee may charge and collect on the indebtedness secured hereby. Accordingly, and notwithstanding anything to the contrary in this mortgage or the note secured hereby, the aggregate amount of interest and other charges constituting interest under applicable law that are payable, chargeable, or receivable under this mortgage or the note secured hereby shall not exceed the maximum amount of interest now allowed by applicable law or any greater amount of interest allowed because of a future amendment to existing law. Mortgagor will not be liable for any interest in excess of the maximum lawful amount, and any excess interest charged or collected by Mortgagee will constitute an inadvertent mistake and, if charged but not paid, will be cancelled automatically, or, if paid, will be either refunded to Mortgagor, cancelled, or credited against the outstanding principal of the note secured hereby, at the election of Mortgagor.

17. Notices. Any and all notices to be given under this mortgage shall be in writing, delivered to Mortgagor and Mortgagee at the addresses provided above, unless otherwise directed in writing, and shall be hand delivered, or sent via certified mail, postage prepaid and return receipt requested, or sent by overnight delivery service. Delivery of any notice shall be deemed to have occurred on the date of hand delivery or refusal, or five (5) business days after deposit with the United States postal service, or the business day following deposit with an overnight delivery service.

18. WAIVER OF JURY TRIAL. NEITHER MORTGAGEE NOR MORTGAGOR, OR OTHER PERSON LIABLE FOR THE INDEBTEDNESS SECURED HEREBY, NOR ANY ASSIGNEE OR SUCCESSOR OF MORTGAGEE, MORTGAGOR, ANY GUARANTOR OR ANY SUCH OTHER PERSON SHALL SEEK A JURY TRIAL IN ANY LAWSUIT, PROCEEDING, COUNTERCLAIM OR ANY OTHER LITIGATION PROCEDURE BASED UPON OR ARISING OUT OF THE NOTE, THIS MORTGAGE, ANY OTHER OF THE LOAN DOCUMENTS, ANY RELATED INSTRUMENT OR AGREEMENT, ANY COLLATERAL FOR THE PAYMENT THE NOTE OR THE DEALINGS OR THE RELATIONSHIP BETWEEN OR AMONG SUCH PERSONS, OR ANY OF THEM. NEITHER MORTGAGEE NOR MORTGAGOR OR ANY SUCH OTHER PERSON WILL SEEK TO CONSOLIDATE ANY SUCH ACTION, IN WHICH A JURY TRIAL HAS BEEN WAIVED, WITH ANY OTHER ACTION IN WHICH A JURY TRIAL CANNOT BE OR HAS NOT BEEN WAIVED. THE PROVISIONS OF THIS PARAGRAPH HAVE BEEN FULLY UNDERSTOOD BY THE PARTIES HERETO, AND THE PROVISIONS HEREOF SHALL BE SUBJECT TO NO EXCEPTIONS. NO PARTY HAS IN ANY WAY AGREED WITH OR REPRESENTED TO ANY OTHER PARTY THAT THE PROVISIONS OF THIS PARAGRAPH WILL NOT BE FULLY ENFORCED IN ALL INSTANCES.

19. General Provisions. It is covenanted and agreed that the terms "Mortgagor" and "Mortgagee" are used for convenience herein, and such terms and any pronouns used in connection therewith shall be construed to include the plural as well as the singular number, and the masculine, feminine and neuter genders, whenever and wherever the context so admits or requires; and that all covenants and obligations of the respective parties hereto shall extend to and be binding upon their respective heirs, personal representatives, successors and assigns. Mortgagee's rights set out herein are in addition to and cumulative of any other rights and remedies provided by law. Any agreement hereafter made by Mortgagor and Mortgagee arising out of this mortgage shall be effective only if memorialized in writing signed by Mortgagor and Mortgagee. Time is of the essence.

[SIGNATURE(S) APPEAR ON FOLLOWING PAGE OR PAGES.]