

This Instrument Prepared by:
Blake Hayward, Esq.
2121-G Killarney Way
Tallahassee, FL 32309

MORTGAGE AND SECURITY AGREEMENT

THIS MORTGAGE, dated as of the 16th day of February, 2018, by Sharon Lettman-Hicks, a married woman dealing in property that is not homestead, whose address is 6304 Mallard Trace, Tallahassee, FL 32312, herein called the "Mortgagor," to and in favor of Northwest Florida Black Business Investment Corporation, whose mailing address is PO Box 10782, Tallahassee, FL 32302, herein called the "Mortgagee", with the terms Mortgagor and Mortgagee, respectively, to include their respective heirs, personal representatives, executors, administrators, successors and assigns, and shall denote the singular and/or plural and the masculine and/or feminine and natural and/or artificial persons whenever and wherever the context so requires.

WITNESSETH

That for good, valuable, and adequate consideration and also in consideration of the aggregate sum named in the promissory note hereinafter described, the Mortgagor does hereby confirm, alien, mortgage, pledge, encumber, collaterally assign and grant a lien and security interest to and in favor of the Mortgagee, the property of which the Mortgagor is now seized and possessed and in actual possession, situate in the County of Leon, State of Florida, (hereinafter referred to as the "property" or the "premises" or the "mortgaged premises"), described as follows, to wit:

Lots 3 and 4, Morrill Heights, according to the map or plat thereof recorded in Plat Book 1, Page 2 of the Public Records of Leon County, Florida.

TOGETHER WITH all the buildings and other structures and plants, shrubs, trees, and sod now or hereafter on said land, and all fixtures, chattels and articles of personal property now or hereafter affixed to or used in connection with said premises, including but not limited to plumbing and bathroom fixtures, air conditioning and sprinkler systems, furnaces, elevators, swimming pool, carpeting, window awnings, shades and blinds; and also encumbering any and all materials and supplies (including but not limited to bricks, lumber, concrete products, roofing materials, electrical equipment such as air conditioning, refrigeration, heating apparatuses), now or hereafter placed upon the mortgaged premises or utilized in the construction of any improvements on the mortgaged premises: and as to any property which does not form a part or parcel of the real estate, or does not constitute a fixture, this instrument is also deemed to be a security agreement under the Uniform Commercial Code for the purpose of creating a security interest in such property, which Mortgagor hereby grants to Mortgagee as a secured party under the Uniform Commercial Code.

TO HAVE AND TO HOLD the same, together with all and singular the tenements, hereditament and appurtenances thereunto belonging, or in anywise appertaining, including all permits and/or land use authorizations issued by governmental agency or authority in connection with the mortgaged premises, and all easements in any way pertaining to the mortgaged premises, and the rents, issues and profits thereof unto the Mortgagee in fee simple.



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And the Mortgagor hereby covenants with the Mortgagee: that the Mortgagor is indefeasibly seized of said land in fee simple; that the Mortgagor has full power and lawful right to convey, mortgage, and encumber the aforesaid premises as aforesaid; that said land, and every part thereof, is free from all liens and encumbrances except for the lien created hereby: that the Mortgagor will make such other and further assurances to perfect the Mortgagor's fee simple title to said land and the priority and validity of the Mortgagee's lien thereupon as may hereafter reasonably be required by the Mortgagee; and that the Mortgagor does hereby fully warrant the title to said land and every part thereof and will defend the same against the lawful claims of all persons whomsoever.

PROVIDED ALWAYS, that if the Mortgagor shall pay unto the Mortgagee the obligation evidenced by a promissory note of even date herewith in the original principal amount of Three Hundred Nineteen Thousand One Hundred Thirty Two and 40/100 Dollars (\$319,132.40) plus interest (sometimes referred to herein as "the note" or "promissory note" or "the loan"), the terms, provisions and conditions of which are incorporated herein by reference, including any and all extensions, renewals, modifications and substitutions of and for said promissory note, as well as all future advance loans and other indebtedness secured hereby, and shall fully comply with, perform, and abide by each and every of the stipulations, agreements, covenants, and conditions of the note and of this mortgage and of any construction loan agreement or other loan agreement executed by the Mortgagor in connection with or pertaining to the loan evidenced by the promissory note and secured by this mortgage, then this mortgage and the lien hereby created shall cease and be satisfied.

THE MORTGAGOR DOES HEREBY COVENANT AND AGREE:

1. **PAYMENT AND PERFORMANCE.** To pay all and singular the principal and interest and the various and sundry sums of money payable by virtue of the promissory note and this mortgage, each and every, promptly on the days respectively the same severally become due.
2. **TAXES AND LIENS.** To pay all and singular the taxes, assessments, levies, liabilities, obligations and encumbrances of every nature and kind now on said described property, and/or that hereafter may be imposed, suffered, placed, levied, or assessed thereupon, and/or that hereafter may be levied or assessed upon this mortgage and/or the indebtedness secured hereby, each and every, when due and payable according to law, before they become delinquent, and before any interest attached or any penalty is incurred; and insofar as any thereof is of record, the same shall be promptly satisfied and discharged of record, and the original official document (such as, for instance, the tax receipt or the satisfaction paper officially endorsed or certified) shall be placed in the hands of the Mortgagee within ten (10) days next after payment.
3. **PROPERTY DAMAGE INSURANCE.** To keep the improvements now existing or hereafter erected on the mortgaged property, and the equipment and personalty covered by this mortgage, insured as may be required from time to time by the Mortgagee against loss by fire, windstorm or other hazards, casualties, and contingencies, in such amount and for such periods as may be required by Mortgagee, and will pay promptly, when due, premiums on such insurance. All insurance shall be carried in companies approved by the Mortgagee, and the policies and renewals thereof shall be held by Mortgagee and have attached thereto loss payable clauses in favor and in form acceptable to the Mortgagee. In event of loss, the Mortgagor will give immediate notice by mail to Mortgagee, and Mortgagee may make proof of loss if not made promptly by Mortgagor, and each insurance company concerned is hereby authorized and directed to make payment for such loss directly to Mortgagee instead of to Mortgagor and Mortgagee jointly, and the insurance proceeds, or any part thereof, may be applied by Mortgagee at its option either to the reduction of the indebtedness hereby secured or to the restoration or repair of the property



damaged. In the event of foreclosure of this mortgage or other transfer of title to the mortgaged property in extinguishment of the indebtedness secured hereby, all right, title, and interest of the Mortgagor in and to any insurance policies then in force shall pass to the purchaser or grantee.

4. **DUTY TO MAINTAIN.** To remove or demolish no building or other improvement on said premises without the written consent of the Mortgagee; to permit, commit, or suffer no waste, impairment or deterioration of said property or any part thereof (including timbering or mining the property or any part thereof) and to keep the same and improvements thereon in good condition and repair.

5. **MORTGAGEE'S COSTS AND EXPENSES.** To pay all and singular the costs, charges, and expenses, including reasonable lawyer's fees, lawyer's disbursements and costs of abstracts of title, incurred or paid at any time by the Mortgagee (a) because of the failure on the part of the Mortgagor to duly perform, comply with, and abide by each and every the stipulations, conditions and covenants of the promissory note and/or this mortgage and/or any other loan instrument or written document executed by Mortgagor and/or the Note maker in connection with the loan; or (b) to protect Mortgagee's security interest. Any such amounts paid by Mortgagee shall be payable by Mortgagor upon demand, and shall bear interest from the date of disbursement at the rate stated in the Note. Nothing in this provision shall require the Mortgagee to make any such disbursement.

6. **DUTY TO PERFORM.** To duly perform, comply with, and abide by each and every of the stipulations, conditions and covenants set forth in the promissory note, this mortgage and any loan agreement executed by Mortgagor in connection with the loan secured hereby.

7. **MORTGAGEE'S RIGHT TO REQUIRE ESCROW FOR TAXES AND INSURANCE.** The Mortgagee may, at its option to be exercised by thirty (30) days written notice to the Mortgagor, require the deposit by the Mortgagor, at the time of each payment of an installment of interest and principal under the note, of an additional amount sufficient to discharge the obligations under the foregoing provision 2 and/or 3 when they become due. The determination of the amount so payable and of the fractional part thereof to be deposited with the Mortgagee, so that the aggregate of the monthly deposits shall be sufficient for this purpose, shall be made by the Mortgagee in its sole discretion. Such amounts shall be held by the Mortgagee without interest and applied to the payment of the items in respect to which such amounts were deposited or, at the option of the Mortgagee, to the payment of said items in such order or priority as the Mortgagee shall determine, on or before the respective dates on which the same or any of them would become delinquent. If, one month prior to the due date of the aforementioned amounts, the amount then on deposit therefore shall be insufficient for the payment of such item in full, the Mortgagor, within ten (10) days after demand, shall deposit the amount of the deficiency with the Mortgagee. Nothing contained in this paragraph shall be deemed to affect any right or remedy of the Mortgagee under any provisions of this mortgage or of any statute or rule or law to pay any such amount and to add the amount so paid together with interest at the legal rate to the indebtedness hereby secured.

8. **DEFAULT.** (a) In the event of any breach of this mortgage or default on the part of the Mortgagor; or (b) in the event any of said sums of money herein referred to be not promptly and fully paid within fifteen (15) days next after the same severally become due and payable, without demand or notice; or (c) in the event each and every of the stipulations, conditions, and covenants of the promissory note, this mortgage, and any construction loan agreement or other loan agreement executed by the Mortgagor in connection with or pertaining to the loan evidenced by the note and secured by this mortgage, are not duly performed, complied with and abided by; or (d) in the event that any representation made herein or in any other document executed by the Mortgagor in connection with the



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loan secured hereby is untrue in any material respect; or (e) in the event the mortgaged premises or any portion thereof are seized by the United States in a forfeiture proceeding; or (f) in the event of the filing of a petition in bankruptcy or reorganization by or against the Mortgagor if said petition is not withdrawn, dismissed or terminated within thirty (30) days of its filing; or (g) in the event Mortgagor defaults under any other written agreement between Mortgagee and Mortgagor, then, in any such event, the said aggregate sum mentioned in the promissory note then remaining unpaid, with interest accrued, and all moneys secured hereby, shall become due and payable forthwith, or thereafter, at the option of said Mortgagee, as fully and completely as if all of the said sums of money were originally stipulated to be paid on such day, anything in the promissory note or in this mortgage or any loan agreement to the contrary notwithstanding; and thereupon or thereafter, at the option of the Mortgagee, without notice or demand, suit at law or in equity, theretofore or thereafter begun, may be prosecuted as if all moneys secured hereby had matured prior to its institution.

9. **APPOINTMENT OF RECEIVER.** If any suit shall be instituted to foreclose or reform this mortgage and/or to enforce payment of any claims hereunder, the Mortgagee shall be entitled to apply at any time pending such suit, to the Court having jurisdiction thereof, for the appointment of a Receiver of the mortgaged property and of all and singular the rents, income, profits, issues and revenues thereof from whatever source derived, each and every of which are expressly mortgaged, pledged and encumbered by this instrument; and it is hereby expressly covenanted and agreed that thereupon, such Court shall forthwith appoint a Receiver of said mortgaged property, and of all and singular the rents, income, profits, issues and revenues thereof from whatever source derived, with the usual powers and duties of receivers in like cases; and such appointment shall be made as a matter of strict right to the Mortgagee, and without reference to the adequacy or inadequacy of the value of the property hereby mortgaged, or to the solvency or insolvency of the Mortgagor.

10. **CONDEMNATION.** That in the event the premises hereby mortgaged, or any part thereof, shall be condemned and taken for public use under the power of eminent domain, the Mortgagee, its successors and assigns, shall have the right to demand that all damages awarded for the taking of or damages to said premises shall be paid to the Mortgagee, its successors or assigns, up to the amount then unpaid on this mortgage and may be applied upon the payment or payments last payable hereon.

11. **FORECLOSURE OF OTHER LIEN.** If foreclosure proceedings of any lien or mortgage superior or inferior to this mortgage should be instituted, the Mortgagee may, at its option, immediately declare its lien and the note which the same secures, due and payable in full, and start such proceedings as the Mortgagee may deem necessary or desirable to protect its interest in the premises, including the appointment of a Receiver, and its lien herein granted upon rents and profits shall be prior to the lien of any junior lienholder upon rents or profits collected or to be collected by a Receiver appointed at the instance of any junior lienholder.

12. **DUE-ON-SALE.** While this mortgage is outstanding, the Mortgagor will not transfer title (or any interest in the title) to the premises by sale or otherwise (except by operation of law upon the death of Mortgagor), nor create or allow a lease of the premises for more than three (3) years (including renewal option), without the Mortgagee's prior written permission, which may be granted or denied at the sole option of the Mortgagee. Violation of any provision of this item shall constitute a default under this mortgage, entitling Mortgagee to accelerate the maturity date of the note secured hereby.

13. **FURTHER ASSURANCES.** Mortgagor covenants that Mortgagor will within ten (10) days following written request by Mortgagee, furnish to the Mortgagee or its designee a written statement duly acknowledged, setting forth and confirming the unpaid balance owed on this mortgage as of the date of



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the estoppel statement, and stating whether any offsets or defenses exist against the mortgage debt. The Mortgagor further covenants that Mortgagor will promptly execute and deliver to the Mortgagee such further documents and statements as Mortgagee may require to further or more adequately perfect and protect the lien of the mortgage on the real estate and personal property described herein, and Mortgagor will pay all costs of recording and/or filing such documents among such public records as Mortgagee may require.

14. **APPRAISALS.** If at any time while the loan secured by this mortgage is outstanding, Federal banking laws or regulations require that the property pledged as security hereunder be appraised (or that an existing appraisal be updated), Mortgagor shall at Mortgagor's sole expense within thirty (30) days following receipt of written demand from Mortgagee, deliver to Mortgagee a written appraisal of the encumbered premises, prepared by a licensed, certified appraiser acceptable to Mortgagee, and being in a form acceptable to Mortgagee. Failure of Mortgagor to comply with this provision will constitute an item of default under this Mortgage and the obligations secured hereby.

15. **HAZARDOUS MATERIALS.** (a) Mortgagor agrees, covenants and represents that the Mortgagor's prior and present use of the mortgaged premises comply and have at all times complied with, and Mortgagor is not in violation of, has not violated and will not violate, in connection with the ownership, use, maintenance or operation of the mortgaged premises and the conduct of the business related thereto, any federal, state, county or local statutes, laws, regulations, rules, ordinances, codes, standards, orders, licenses and permits of any governmental authorities relating to environmental matters (hereinafter "Environmental Laws"). Mortgagor further agrees, covenants and represents that: (i) there are no existing or pending Environmental Laws requiring any remedial actions with respect to the mortgaged premises; (ii) no dangerous, toxic or hazardous pollutants, chemicals, wastes or substances have been or will be released into the environment; (iii) there are no writs, injunctions, orders or judgments outstanding, lawsuits, claims, proceedings or investigations pending or threatened, relating to ownership, use, maintenance or operation of the mortgage premises; (iv) no notice of any of the matters referred to in the foregoing sections has been received by Mortgagor; and (v) Mortgagor does not know of any violation of the foregoing covenants and representations by any predecessor of title of the Mortgagor. (b) Mortgagor agrees to indemnify and hold harmless the Mortgagee for any breach of these warranties and representations and from any loss incurred by Mortgagee which is the result of a breach of, misstatement of or misrepresentation of the above covenants, warranties and representations, or for any loss, damage, or expense sustained as a result of hazardous materials being located on the premises, together with all attorneys' fees incurred in connection with the defense of any action against the Mortgagee arising out of the above.

16. **FUTURE ADVANCE AND RE-ADVANCES.** This Mortgage and Security agreement is also intended to be and is a mortgage to secure payment of any and all future or additional advances (including re-advances of principal) made by the Mortgagee at its sole option to the Mortgagor for any purpose, as are made within twenty (20) years from the date of this mortgage, to the same extent as if such future advance or advances (or re-advances) were made on the date of execution of this mortgage. It is the specific intention of Mortgagor and Mortgagee that this Mortgage will constitute a valid and subsisting lien and encumbrance on the mortgaged premises even in the event that no advance is made at the time of execution and delivery of this mortgage, and even in the event that at any other time or times while the mortgage is open of record there is no indebtedness outstanding at the time any such advance or re-advance is made. The total unpaid balance so secured at any one time shall not exceed the maximum principal amount of Six Hundred Thirty Eight Thousand Two Hundred Sixty Four and 80/100 Dollars (\$638,264.80), plus interest, and any disbursements made for the payment of taxes, levies, or insurance on the property covered by the lien of this mortgage, with interest on those disbursements.



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17. **NOTICES.** Any notices under this Mortgage may be given by Mortgagee to Mortgagor manually or by mail or courier service, delivered to Mortgagor's address shown at the beginning of this Mortgage. Notice given by registered or certified mail is deemed given when deposited in the United States mail with postage prepaid. Notice otherwise given is deemed given when actually received by the recipient or when delivered to the address to which properly sent. If more than one person constitutes the Mortgagor, notice given to either or any of them is deemed given to both or all of them.

18. **WAIVER OF FUTURE ADVANCES UNDER PRIOR MORTGAGE.** If this Mortgage is junior to the lien of any other Mortgage or security agreement, Mortgagor agrees that the principal indebtedness of the senior mortgage shall not exceed the amount of the actually advanced and outstanding balance of the senior mortgage upon the date of the execution of this Mortgage, and Mortgagor waives the right to receive and will not request any future or additional advances under the senior mortgage. This paragraph shall constitute the notice required by Section 697.04(b), Florida Statutes.

19. **TIME IS OF ESSENCE.** It is specifically agreed that time is of the essence of this contract and that no waiver by the Mortgagee of any obligation of the Mortgagor hereunder or of the obligations secured hereby, shall at any time thereafter be held to be a waiver of the terms hereof or of the instrument secured hereby.

20. **ASSIGNMENT OF RENTS.** Upon default in the terms of this mortgage or the Note, Mortgagee may make written demand upon Mortgagor and any lessee, tenant or occupant of the Mortgaged Property for payment of all future rents for the Mortgaged Property. Upon receipt of written demand from Mortgagee, Mortgagor agrees to turn over all rents which come due subsequent to receipt of the notice and further agree to take such action as necessary to instruct the tenants, lessees or occupants of the Mortgaged Property to pay the rents direct to Mortgagee. Mortgagor assigns to Mortgagee the rents due from the Mortgaged Property pursuant to Florida Statute 697.07, or such statute which is in existence which addresses assignment of rents.

21. **NOTICE.** This is a mortgage subject to the provisions of the Florida Fair Lending Act. Purchasers and assignees of this mortgage could be liable for all claims and defenses with respect to the mortgage which the borrower could assert against the creditor.

IT IS MUTUALLY COVENANTED AND AGREED by and between the Mortgagor and the Mortgagee that this mortgage and the promissory note secured hereby constitute a Florida contract and shall be construed according to the laws of that state.

IN WITNESS WHEREOF, the Mortgagor has executed this mortgage on the day and year first above written.



Signed and delivered in the presence of:

Taylor Kern
1st witness name

[Signature]
print name

[Signature]
2nd witness name

David Zein-Eldin
print name

[Signature]
Sharon Lettman-Hicks

STATE OF FLORIDA
COUNTY OF LEON

The foregoing instrument was acknowledged before me this 16th day of February, 2018, by Sharon Lettman-Hicks, who is personally known to me or produced [Signature] as identification.



[Signature]
Notary Public

