

9-16
Record And Return To:
Carmen Canelas, CLA
Museum Tower, Suite 2200
150 West Flagler Street
Miami, Florida 33130

This document prepared by (and
after recording ~~return to~~):

Pamela Akin
City Attorney
P.O. Box 4748
Clearwater, FL 33758-4748

02-126880 APR- 4-2002 4:37PM
PINELLAS CO BK 11928 PG 2494

MORTGAGE AND SECURITY AGREEMENT

7388
THIS MORTGAGE AND SECURITY AGREEMENT ("Mortgage") is made this 3rd
day of April, 2002, between Greenwood Apartments, LLC, a Florida limited liability
company (together with its successors and assigns, the "Borrower"), whose address is
01 RECORDING 01 Banc of America Community Redevelopment Corporation, 400 North Ashley Drive,
REC 105 2nd Floor, Tampa, FL 33602 and City of Clearwater, whose address is 112 S. Osceola
DE219 Ave., Clearwater, FL 33756 ("Lender").
2450.00
2400 ✓

WITNESSETH:

WHEREAS, Borrower, by its note ("Note") bearing even date herewith, is
indebted to Lender in the principal sum of Seven Hundred Thousand Dollars (\$700,000)
lawful money of the United States of America, advanced or to be advanced by Lender to
Borrower according to the terms and conditions of the Note and which Note provided.

2591.00
WHEREAS, contemporaneously herewith the Borrower is entering into a
mortgage and security agreement and related promissory note in the amount of Three
Hundred Thousand Dollars (\$300,000) with The Housing Finance Authority of Pinellas
County, Florida, which contains the terms and conditions (except for the amount of the
note) as this Mortgage and Security Agreement and related Note (the "Pinellas Note");

WHEREAS, it is the intent of the Lender and Pinellas County that each of their
respective liens and security interests upon the Premises (as defined below) is on a
pari-passu pro rata basis as computed by comparing the respective principal and
accrued interest amount due each of the Lender and Pinellas County;

WHEREAS, this Mortgage and Security Agreement and Note are and shall be in
all respects subordinate to the liens, terms, covenants and conditions of a Multifamily
Note and Multifamily Mortgage, assignment of rents, and Security Agreement in the
original principal amount of \$6,500,000 issued by the Borrower and payable to The
Housing Finance Authority of Pinellas County, Florida, as assigned to U.S. Bank,
National Association, as Trustee and Fannie Mae, as their interests may appear as
more fully set forth in a Subordination Agreement between the parties of even date.

NOW, THEREFORE, in consideration of said indebtedness and to secure
payment to Lender of the Note, including all interest earned thereon, as well as all other
sums provided for in the Note or herein, and to secure performance by Borrower of the
covenants and agreements hereinafter expressed and in the Loan Documents,
Borrower does hereby grant, bargain, sell, alien, remise, release, convey and confirm
unto Lender, its successors and assigns, in fee simple, all of the real property together

with buildings and improvements thereon, erected or to be erected ("Land"), more particularly described in Exhibit "A" attached hereto and by reference made a part hereof;

TOGETHER WITH:

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

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

(iii) all easements, streets, ways, alleys, rights-of-way and rights used in connection therewith or as a means of access thereto, licenses, uses, and privileges of whatsoever kind or character, the reversions, remainders, mineral, water, aquifer and air rights, and all tenements, hereditaments and appurtenances thereof and thereto, and all water rights, littoral rights and riparian rights;

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

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

(vi) all awards and proceeds of condemnation for the Land or any part thereof to which Borrower is entitled, for any taking of all or any part of the Land by condemnation or exercise of the right of eminent domain. All such awards and

condemnation proceeds are hereby assigned to Lender and Lender is hereby authorized, subject to the provisions contained in this Mortgage, to apply such awards and condemnation proceeds or any part thereof, after deducting therefrom any expenses incurred by the Lender in the collection or handling thereof, toward the payment, in full or in part, of the Note, notwithstanding the fact that the amount owing thereon may not then be due and payable;

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

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

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

(x) all of the foregoing even if such rights or interest are not upon the Land but are nevertheless beneficial to the Land and off the Land.

All of the foregoing and the Land, Improvements, Personal Property, and all rights, privileges and franchises recited herein are collectively referred to as the "Premises".

TO HAVE AND TO HOLD the Premises unto the Lender in fee simple forever.

AND Borrower covenants and agrees with Lender as follows:

1. WARRANTY OF TITLE

Borrower hereby covenants and warrants that it is the owner in fee simple of the Land and is indefeasibly seized with the absolute fee simple title to the Land and has full power and lawful authority to sell, convey, transfer and mortgage the same; that it shall be lawful for Borrower at all times peaceably and quietly to enter upon, hold, occupy, and enjoy the Land and every part thereof; that the Land is free from all liens and encumbrances and claims of any kind, including taxes and assessments except those shown on Exhibit "B" attached ("Permitted Exceptions"). Borrower hereby fully warrants unto Lender the title to the Premises and will defend the same against the claims of all persons whomsoever.

The Borrower will, on request of Lender, do any of the following: (i) promptly correct any defect, error or omission which may be discovered in the contents of this Mortgage or in any other instrument executed in connection herewith or in the execution or acknowledgment thereof; (ii) execute, acknowledge, deliver and record and/or file such further instruments (including, without limitation, further Mortgages, Security

Agreements, Financing Statements, Continuation Statements and Assignments of Rents or Leases) and do such other acts as may be necessary, desirable or proper to carry out more effectively the purposes of this Mortgage and such other instruments, and to subject to the liens and security interest hereof and thereof any property intended by the terms hereof and thereof to be covered hereby and thereby, including specifically, but without limitation, any renewals, additions, substitutions, replacements or appurtenances to said property; and (iii) execute, acknowledge, deliver, procure and file and/or record any document or instrument (including specifically any financing statement) deemed advisable by the Lender to protect the lien of the security interest hereunder against the rights or interest of third persons, and Borrower will pay all costs connected with any of the foregoing.

Borrower, forthwith, upon the execution and delivery of this Mortgage and thereafter from time to time, will cause this Mortgage and any security agreement creating a lien or evidencing the lien hereof upon the Personal Property or any part or portion of the Premises and each instrument of further assurance, to be filed, registered or recorded in such manner and in such places as may be required by any present or future law in order to publish notice of and fully to protect the lien and interest of Lender upon, on and to the Premises.

Borrower will pay all filing, registration or recording fees, and all other expenses incident to the execution and acknowledgment of this Mortgage, any mortgage supplemental hereto, any security instrument with respect to the Personal Property, or any part or portion of the Premises, and any instrument of further assurance, and all federal, state, county and municipal stamp taxes and other taxes, duties, imposts, assessments and charges arising out of or in connection with the execution and delivery of the Note, this Mortgage, any mortgage supplemental hereto, any security instrument with respect to the Personal Property or any part or portion of the Premises or any instrument of further assurance.

2. PAYMENT OF SUMS SECURED

This Mortgage is given to secure the faithful payment and performance of the Note, including payment of both principal and interest and such other indebtedness evidenced thereby, together with the covenants and agreements herein contained. Borrower hereby covenants and agrees to timely pay all sums of principal and interest upon the Note and to perform every other covenant and agreement of the Loan Documents secured hereby. In addition, this Mortgage is intended to be and is a mortgage to secure the payment of such future or additional advances as may be made by Lender at its option to Borrower, or its successors in title, for any purpose, provided that all those advances are to be made within twenty (20) years from the date of this Mortgage or within such lesser period of time as may be provided hereafter by law as a prerequisite for the sufficiency of actual notice or record notice of the optional future or additional advances as against the rights of creditors or subsequent purchasers for valuable consideration. The total amount of indebtedness secured by this Mortgage may decrease or increase from time to time, but the total unpaid balance so secured at

any one time shall not exceed twice the principal amount of the Note, plus interest that may have accrued thereon, together with any disbursements made for the payment of taxes, levies or insurance on the Premises covered by the lien of this Mortgage, including interest on all such disbursements. Nothing herein contained shall be deemed an obligation on the part of the Lender to make any future advances.

3. CONDITIONS OF IMPROVEMENTS; PAYMENT OF INDEBTEDNESS

Borrower shall: (a) promptly repair, restore or rebuild any improvements now existing or hereafter erected on the Premises which may become damaged or be destroyed; (b) keep the Premises in good condition and repair, without waste, and free from mechanic's liens or claims for liens not expressly subordinated to the lien hereof; (c) not do or permit waste thereon or to suffer anything to be done which would impair or depreciate the value of the Premises; (d) pay when due any indebtedness which may be secured by a lien or charge on the Premises superior to the lien hereof; (e) complete within a reasonable time any building or buildings now or at any time in process of erection upon the Premises; (f) comply with all requirements of law, municipal ordinances, governmental authorities or restrictions of record with respect to the Premises and the use thereof; (g) suffer or permit no change in the general nature of the use of the Premises, without Lender's written consent; and (h) pay each item of indebtedness secured by this Mortgage when due according to the terms hereof or of the Note.

4. COMPLIANCE WITH GOVERNMENTAL AUTHORITIES

Borrower covenants and agrees to comply with any municipal or governmental ordinance and/or governmental regulation affecting the Premises within thirty (30) days after notice thereof or within thirty (30) days after notice of any change in any existing municipal or governmental ordinance and/or regulation; provided, however, that if Borrower shall, in good faith and by proper legal action, contest any such ordinance or regulation as it affects the Premises, or the validity thereof, then Borrower shall not be required to comply therewith so long as such contest operates to prevent enforcement and is maintained and prosecuted with diligence, and shall not have been terminated or discontinued adversely to Borrower.

5. TAXES AND ASSESSMENTS

Borrower shall pay all real estate taxes, special assessments, water and sewer charges, other claims and liens assessed or which may be assessed against the Premises or any part thereof, without deduction, deficiency or abatement, not later than ten (10) days before the dates on which such taxes, water and sewer rents, claims and liens commence to bear interest or penalties and, not later than such dates, shall produce to Lender, at Lender's request, receipts for the payment thereof in full and shall pay every other tax, assessment, claim, lien or encumbrance which may at any time be or become a lien upon the Premises prior to the lien of this Mortgage; provided, however, that if Borrower shall in good faith, and by proper legal action, contest any

such taxes, claims, liens, encumbrances or other charges or the validity thereof, and shall have established on its books, or by deposit of cash with Lender (as Lender may elect), or by deposit of cash or bond with an appropriate governmental authority, a reserve for the payment thereof in such amount as Lender may require, then Borrower shall not be required to pay the same, or to produce such receipts, during the maintenance of said reserve and for as long as such contest operates to prevent collection and is being pursued and prosecuted with diligence and shall not have been terminated or discontinued adversely to Borrower.

6. **INSURANCE**

Borrower shall keep the Improvements which are now or which hereafter may be erected on the mortgaged property, including any Personal Property, fixtures, and all parts and portions of the Premises described above, constantly insured against loss by fire with extended coverage in a sum not less than full insurable value so as to avoid any claim on the part of the insurers for co-insurance, and in addition shall keep in full force and effect policies of insurance insuring against such other hazards, casualties, and contingencies as Lender may reasonably require including, but not limited to, Flood Insurance "All Risk" or "Fire extended coverage - difference in conditions", general public liability coverage, "Builder's Risk" Insurance and such other insurances as Lender deems necessary for minimum protection of its security.

All insurance required by Lender hereunder shall be on such forms, for such periods, and in such amounts as Lender may reasonably require with loss payable to the Lender under the New York Standard Lender Clause. Borrower shall deliver the policy or policies to the Lender as additional security, and where renewal policies are necessary in the performance of this covenant, to deliver them at least thirty (30) days before the expiration of the existing insurance. Upon any default hereof, the Lender may (but without obligation on its part to do so), place insurance of not less than full insurable value upon the date of payment and pay the premium and charge such sums to the Borrower, and such sums or money so paid shall bear interest at the highest rate permitted by law, all of which shall be secured by this Mortgage.

In case of loss, Borrower is entitled to settle and adjust claims alone, unless it acts in a commercially unreasonable manner in doing so. In the event Borrower unreasonably fails or refuses to settle and adjust any claim, then Lender is hereby authorized either (a) to settle and adjust any claim under such insurance policies without consent of Borrower or (b) to allow Borrower to agree with the insurance company or companies on the amount to be paid upon the loss. In either case, Lender is authorized subject to limits and restrictions set forth in the financing documents between Borrower and Senior Lender, to and shall collect and receive any such insurance money. In the event the insurance proceeds alone or the insurance proceeds together with the separate funds of the Borrower, deposited with the Lender, are in the sole and absolute discretion of the Lender, adequate to reconstruct or repair after casualty, and such reconstruction and repair, the time required and all other considerations impacting reconstruction and repair do not, in the sole discretion of the

Lender, impair the payment of the loan or the risk of the loan and if the loan is not otherwise in default, then the insurance proceeds and such other funds of the Borrower, as the case may be, shall be deposited with the Lender and used to reconstruct or repair in accordance with payments, contracts, plans and specifications acceptable to the Lender. The Premises shall be so restored or rebuilt as to be of at least equal value and substantially the same character as prior to such damage or destruction. Such policies of insurance and all renewals thereof are hereby assigned to Lender as additional security for the payment of the indebtedness hereby secured and the Borrower hereby agrees that any cash values available thereunder upon cancellation or return of premiums or otherwise, shall be payable to Lender, as assignee thereof.

In the event the insurance proceeds alone or insurance proceeds together with the separate funds of the Borrower are insufficient to reconstruct or repair, the said proceeds shall be applied in reduction of the principal balance of the Note, or any other sum secured hereby, whether due or not. Such payments and reductions shall not cause a delay or postponement of the next installment due but shall be applied in inverse order as required by the Note.

In case of loss after foreclosure proceedings have been instituted, the proceeds of any such insurance policy or policies, if not applied as aforesaid in rebuilding or restoring the Premises, shall be used to pay the amount due in accordance with any decree of foreclosure that may be entered in any such proceedings, and the balance, if any, shall be paid to the owner of the equity of redemption if such owner shall then be entitled to same or as the court may otherwise direct. In the event of foreclosure sale, Lender is hereby authorized, without the consent of Borrower, to assign any and all insurance policies to the purchaser at the sale, or to take such other steps as Lender may deem advisable to cause the interest of such purchaser to be protected by any of the said insurance policies.

7. ADDITIONAL TAXES

Borrower shall pay to the Lender, when due and payable, the amount of all taxes, including assessments, public dues or charges levied or to be levied by law within the State of Florida on this Mortgage or on the Note or on Lender by reason of the ownership of this Mortgage or the Note or on account of interest derived therefrom (with the exception of federal and state income taxes); but if the amount of such taxes, assessments, public dues or charges mentioned in this paragraph, together with interest on the Note, shall exceed the maximum amount permitted by law to be paid for the use of money in the State of Florida, then the Borrower shall not be required to pay any such excess; provided, however, that if the aggregate in any one year of such interest and such taxes assessed against the Mortgage shall exceed such maximum amount permitted by law to be paid for the use of money in Florida, Lender may, at its option, declare the entire indebtedness secured hereby due and payable upon sixty (60) days notice. If such option is exercised and notice given, then upon the expiration of such sixty (60) days written notice, the entire indebtedness secured hereby shall be due and payable, and non-payment thereof shall constitute a default under this Mortgage,

entitling the Lender to the exercise of all rights arising from any other event constituting a default hereunder.

Upon the passage by the State of Florida or any other governmental entity or body of any law imposing upon Lender an obligation to pay all or any portion of any taxes, assessments or other charges assessed against this Mortgage or the Note, or upon the rendering by any court of competent jurisdiction of a decision that an undertaking by the Borrower, as herein provided, to pay any such taxes, assessments or other charges is legally inoperative, then and in any such event, the debt hereby secured without deduction, shall, at the option of Lender, become immediately due and payable notwithstanding anything contained in this Mortgage or in any law heretofore or hereafter enacted.

8. ESCROW FUNDS

Without limiting the effect of Paragraphs 5 and 6 hereof, at Lender's option and upon Lender's demand, Borrower shall pay, in full or in installments, to Lender premiums required for such fire and extended coverage insurance, flood insurance and all other insurances, annual real estate taxes, assessment, claim, lien or encumbrance which may at any time be or become a lien upon the Premises prior to the lien of this Mortgage (with the exception of the extent to which funds are provided in the Mortgage for payment of same), and on demand from time to time shall pay to Lender, in full or in installments, additional sums necessary to pay such premiums and other payments such that the same shall be paid at their respective due dates, all as estimated by Lender, the amounts so paid to be security for such premiums and other payments and to be used in payment thereof. If, pursuant to any provision of this Mortgage, the whole amount of said principal debt remaining becomes due and payable, Lender shall have the right at its election to apply any amounts so held against the entire indebtedness secured hereby. Lender agrees that these escrow requirements may be satisfied through escrow arrangements between the Borrower and Senior Lender.

9. APPLICATION OF UNIFORM COMMERCIAL CODE

This Mortgage shall be deemed a security agreement in accordance with the Uniform Commercial Code and as established by the Statutes of the State of Florida, in support of any financing statement which may hereafter be executed and filed with respect to any and all goods, chattels, fixtures and equipment which Borrower has installed or may install in or use on the Premises, and Borrower shall execute any financing statements (or renewals thereof) or other security agreements as the Lender shall require from time to time, as may be required in the Uniform Commercial Code, promptly upon request therefor by Lender. In the event of a default in this Mortgage or the Note, Lender may assert any remedy accorded under the Uniform Commercial Code simultaneously with any action brought or any remedy enforced hereunder.

10. RIGHT TO REMEDY DEFECTS

If Borrower fails to pay any tax, claim, lien or encumbrance which shall be, or become, prior in lien to this Mortgage, or to pay an insurance premium as aforesaid, or to keep the Premises in repair, as aforesaid, or commits or permits waste, then Lender, at its option, and following the giving of notice and the expiration of applicable cure periods, may pay said claim, lien, encumbrance, tax, assessment or premium, with right of subrogation thereunder, may make such repairs and take such steps as it deems advisable to prevent or cure such waste, and may appear in any action or proceeding with respect to any of the foregoing and retain counsel therein, and take such action therein as Lender deems advisable, and for any of said purposes Lender may advance such sums of money as it deems necessary. Borrower will pay to Lender, immediately and without demand, all sums of money advanced by Lender, including reasonable attorneys' fees, together with interest on each such advance at the default rate set forth in the Note, but which shall not, in any event, be higher than the maximum interest rate permitted by the laws of the State of Florida.

11. COSTS OF COLLECTION

Borrower shall pay to Lender, upon demand, all costs and expenses, including without limitation, all reasonable attorneys' fees and the costs and expenses of securing title insurance binders and policies, certified title report updates, abstracts or supplemental abstracts of title, as well as all costs, including reasonable attorneys' fees, incurred during the course of condemnation proceedings, foreclosure proceedings, bankruptcy proceedings, and all proceedings related to the enforcement or interpretation of the terms and provisions of the Note, or this Mortgage, or of any of the other Loan Documents of any nature whatsoever affecting the Premises or which may have heretofore been made a part of the aforementioned documents; it being further provided that the Borrower shall pay to the Lender all costs and expenses, including reasonable attorneys' fees, incurred in any proceeding relating to the title on the Premises, or to the priority of this Mortgage or by reason of the failure on the part of the Borrower to keep and perform any and all of the covenants and agreements contained herein, any Loan Documents or in the Note. Costs, expenses and reasonable attorneys' fees shall include, but not be limited to, legal assistant charges, copies, travel expenditures, professional witness fees and expenses, at trial and appellate level, and in any proceeding in bankruptcy or reorganization and in any proceeding by the Lender to collect the sums due or enforce the terms of the Note, Mortgage or Loan Documents whether or not suit be brought. All such costs, expenses and attorneys' fees paid by the Lender shall bear interest from the date of payment thereof at the default rate set forth in the Note (but in no event higher than the maximum interest rate allowed by the laws of the State of Florida) until repaid by the Borrower and shall, with such interest, be a part of the debt secured by this Mortgage.

12. EVENTS OF DEFAULT AND REMEDIES

Each of the following shall constitute events of default hereunder:

(a) If Borrower shall file a petition in voluntary bankruptcy or under any bankruptcy act or similar law, state or federal, whether now or hereafter existing, or an answer admitting insolvency or inability to pay its debts, or fail to obtain a vacation or stay of involuntary proceedings within sixty (60) days, as hereinafter provided;

(b) If Borrower shall be adjudicated as a bankrupt, or a trustee or a receiver shall be appointed for Borrower or for all of its property or the major part thereof in any involuntary proceedings, or any court shall have taken jurisdiction of all or any part of the property of Borrower in any involuntary proceedings for the reorganization, dissolution or liquidation of Borrower, and such trustee or receiver shall not be discharged or such jurisdiction relinquished or vacated or stayed on appeal or otherwise stayed within sixty (60) days;

(c) If Borrower shall make an assignment for the benefit of creditors, or shall admit in writing its inability to pay its debts generally as they become due, or shall consent to the appointment of a receiver or trustee or liquidator of all of its property or the major part thereof;

(d) If default shall be made in the due observance or performance of any non-monetary covenants, agreements or conditions heretofore or hereafter contained, required to be kept or performed or observed by Borrower in this Mortgage, the Note, the Loan Documents or any other instrument executed concurrently with or in connection with this Mortgage, and the same shall not be cured within thirty (30) days after written notice thereof or within such additional time as may be required if not capable of cure within thirty (30) days, but the cure is commenced within thirty (30) days and is being diligently prosecuted;

(e) If default shall be made (i) in the payment of any interest on the Note or in the payment of any installment of principal, or either of them, as the same shall become due and payable; or (ii) in any other payment of the principal of the Note, when and as the same shall become due and payable, whether at maturity or by acceleration or as part of any prepayment or otherwise, in each case, as in the Note and Mortgage provided; or (iii) in the payment of any tax required by Paragraph 5 to be paid; or (iv) in the due observance or performance of any other monetary covenant and such payment is not made when due;

(f) Except as hereinbefore permitted, the actual or threatened alteration, demolition or removal of any Improvements on the land without written consent of the Lender.

Through the occurrence of any such event of default as set forth in (a) through (f) of this Paragraph, the entire unpaid balance of the principal, any accrued interest thereon, and all other sums secured by this Mortgage, shall, at the option of the Lender, be accelerated and become immediately due and payable as set forth in the Note and without further demand, and, in any such event of default, the Lender may forthwith:

(1) Foreclose. When the Note or any indebtedness secured hereby, or any part thereof, shall become due, whether by acceleration or otherwise, Lender shall have the right to foreclose the lien hereof for all of such indebtedness or any part thereof.

To the extent this Mortgage may encumber more than one property, the Lender at its sole option shall have the right to foreclose any one property or to foreclose en masse. In any suit to foreclose the lien hereof, there shall be allowed and included as additional indebtedness to the decree for sale all costs, fees and expenses described in Paragraph 11 hereof which may be paid or incurred by or on behalf of Lender to prosecute such suit, and such other reasonable costs and fees including, but not limited to, appraisers' fees, outlays for documentary and expert evidence, stenographers' charges, publication costs, accounting fees, brokerage commissions, costs of whatever nature or kind to protect and avoid impairment of the Premises, and other related costs and fees as shall be necessary.

(2) Appoint a Receiver. At, or any time after, the filing of a complaint to foreclose the Mortgage, the court in which such complaint is filed may appoint a receiver of the Premises. Such appointment may be made either before or after sale, without notice, without regard to the solvency or insolvency of Borrower at the time of application for such receiver and without regard to the then value of the Premises, and Lender may be appointed receiver. (Such receiver shall have power to collect the rents, issues and profits of the Premises during the pendency of such foreclosure suit and during any statutory period of redemption, and all other powers which may be necessary for the protection, possession, control, management and operation of the Premises during said period. The court from time to time may authorize the receiver to apply the net income in its hands in payment in whole or in part of: (a) the indebtedness secured hereby, or by any decree foreclosing the Mortgage, or any tax, special assessment or other lien which may be or become superior to the lien hereof or of such decree, provided such application is made prior to foreclosure sale, or (b) the deficiency in case of a sale and deficiency. The Lender's right to a receiver shall be absolute.

(3) Apply the Proceeds. The proceeds of any foreclosure sale of the Premises shall be distributed and applied in the following order of priority: first, on account of all costs and expenses incident to the foregoing proceedings, including all such items as are mentioned in Paragraph (1) above; second, all other items which, under the terms hereof, constitute secured indebtedness additional to that evidenced by the Note, with interest thereon as herein provided; third, all principal and interest remaining unpaid on the Note; and fourth, any surplus to the Borrower or as directed by the Court.

(4) Non-Recourse Liability. All obligation of the Borrower and its members pursuant to this Mortgage and the Note shall be nonrecourse.

13. ASSIGNMENT OF RENTS

To further secure the indebtedness secured hereby, Borrower does hereby sell, assign and transfer unto Lender all the rents, issues and profits now due and which may hereafter become due under or by virtue of any lease, whether written or verbal, or any letting of, or of any agreement for the sale, use or occupancy of the Premises or any part thereof, which may have been heretofore or may be hereafter made or agreed to or which may be made or agreed to by Lender under the powers herein granted, it being the intention hereby to establish an absolute transfer and assignment of all of such leases, rents, profits and agreements, and all the avails thereunder, unto Lender, and Borrower hereby appoints Lender its true and lawful attorney in its name and stead to rent, lease or let all or any portion of the Premises to any party or parties at such rental and upon such terms as Lender shall, in its discretion, determine, and to collect all of such rents, issues and profits arising from or accruing at any time hereafter under each lease or other tenancy or agreement existing, or which may hereafter exist, on the Premises.

Borrower shall assign and transfer to Lender all leases upon all or any part of the Premises and shall execute and deliver all such further assurances and assignments as Lender shall from time to time require.

Lender shall not exercise any of the rights or powers conferred upon it by this paragraph until an event of default shall exist hereunder.

14. RIGHT OF POSSESSION

When a material event of default occurs and continues beyond the giving of notice and expiration of the applicable cure period, Borrower shall surrender to Lender possession of the Premises or any part thereof and Lender may enter upon and do any of the following: take possession of all or any part of the Premises, together with all documents, books, records, papers, and accounts of Borrower or then owner of the Premises relating thereto and may, as agent of Borrower or in its own name, operate, manage, and control the Premises and conduct the business, if any, thereof, or any other business deemed appropriate by the Lender either personally or by its agents; with full power to use such measures, legal or equitable, as in its discretion may be deemed proper or necessary, to enforce the payment or security of the rents, issues and profits of the Premises; and to exercise each and every of the rights, privileges and powers herein granted at any and all times hereafter, without notice to Borrower, to cancel any lease or agreement subordinate to the lien hereof and to make all necessary or proper repairs.

Should Lender incur any liability, loss or damage, under any lease hereby assigned or under or by reason of the assignment thereof, or in the defense of any claims or demands, the amount thereof, including costs, expenses and reasonable attorneys' fees, shall be secured hereby, and Borrower shall reimburse Lender therefore immediately upon demand.

15. APPLICATION OF INCOME

After the occurrence or in the event of a material default, which continues beyond applicable notice and cure periods, Lender shall have full power to use and apply the rents, issues and profits of the Premises to the payment of or on account of the following, in such order as Lender may determine:

- (a) all operating expenses of the Premises, including costs of managing and leasing thereof;
- (b) all taxes, insurance premiums and special assessments now due or which may hereafter become due on the Premises;
- (c) all repairs, alterations, additions and improvements of the Premises; and
- (d) any indebtedness secured hereby or any deficiency which may result from any foreclosure sale.

16. RIGHT OF INSPECTION

Lender shall have the right to inspect the Premises at all reasonable times, and access thereto shall be permitted for that purpose, upon reasonable advance notice unless an emergency then exists.

17. CUMULATIVE RIGHTS AND REMEDIES

The rights and remedies of Lender as provided herein, or in the Note or Loan Documents, shall be cumulative and concurrent, and may be pursued singly, successively or together at the sole discretion of Lender, and may be exercised as often as occasion therefor shall occur, and the failure to exercise any such right or remedy shall in no event be construed as a waiver or release of the same.

18. CONDEMNATION

Subject to the rights of the Senior Lender, borrower hereby assigns, transfers and sets over unto Lender the entire proceeds of any award or any claim for damages for any of the Premises taken or damaged under the power of eminent domain or by condemnation.

Subject to the rights of the Senior Lender, in the event the condemnation proceeds alone or the condemnation proceeds together with the separate funds of the Borrower, deposited with the Lender, are, in the sole and absolute discretion of the Lender, adequate to reconstruct or repair after condemnation, and such reconstruction and repair, the time required and all other considerations impacting reconstruction and repair do not, in the sole discretion of the Lender, impair the payment of the loan or the risk of the loan, and if the loan is not otherwise in default, then the condemnation proceeds and such other funds of the Borrower, as the case may be, shall be deposited

with the Lender and used to reconstruct or repair in accordance with payments, contracts, plans and specifications acceptable to the Lender.

In the event the condemnation proceeds alone or condemnation proceeds together with the separate funds of the Borrower are insufficient to reconstruct or repair, the said proceeds may be applied in reduction of the principal balance of the Note, or any other sum secured hereby, whether due or not. Such payments and reductions shall not cause a delay or postponement of the next installment due but shall be applied in inverse order as required by the Note.

Any surplus which may remain out of the said award shall, at the option of the Lender, be applied on account of the indebtedness secured hereby or be paid to any other party entitled thereto. In applying the proceeds of any award on account of the indebtedness secured hereby, Lender shall be entitled to collect out of the proceeds of the award at the same rate as though Borrower had elected to prepay the indebtedness in accordance with the terms of the Note. Any and all costs and expenses and reasonable attorneys' fees incurred by Lender by reason of any condemnation, threatened condemnation or proceeding thereunder shall be secured hereby and Borrower shall reimburse Lender therefor immediately upon demand or Lender may, at its option, deduct the same from any award assigned to Lender hereunder.

Borrower shall notify Lender at once of the commencement of condemnation proceedings of any character affecting the Premises or any part thereof. In the event that the Premises is wholly condemned, Lender shall receive from the Borrower and/or the proceeds of such condemnation proceedings, the entire indebtedness secured by this Mortgage.

19. INVALIDITY

Nothing contained herein, nor any transaction related hereto, shall be construed or so operate to require the Borrower to pay interest at a rate greater than is lawful in such case to contract for, or to make any payment or to do any act contrary to law. It is understood and agreed that if any clauses or provisions herein contained operate or would prospectively operate to invalidate this Mortgage, in whole or in part, then such clauses and provisions only shall be held for naught, as though not herein contained, and the remainder of this Mortgage shall remain operative and in full force and effect.

20. WAIVER

Borrower shall not avail itself of any laws now existing or hereafter enacted in order to prevent or hinder the enforcement or foreclosure of the Mortgage, and to the extent permitted, hereby waives the benefit of such laws. Borrower waives any and all right to have the Premises marshalled upon any foreclosure of the lien hereof and agrees that any court having jurisdiction to foreclose such lien may order the Premises sold as an entirety.

No delay or omission by the Lender in the exercise of any right or remedy accruing upon any default or in the doing of any of the matters and things by it permitted to be done under the terms and provisions of this Mortgage and the Note shall impair any such right or acquiescence therein, nor shall it affect any subsequent default of the same or a different nature and every such right or remedy may be exercised from time to time and as often as it is deemed expedient by the Lender.

21. CHANGE OF OWNERSHIP

The identity of the Borrower and principals of Borrower is of material importance to Lender in extending this mortgage loan. Therefore, if conveyance shall be made by Borrower of the Premises or any part thereof or any interest therein (other than transfers of membership interests as may be contemplated in the Amended and Restated Operating Agreement of the Borrower) without the express written consent of the Lender, or if there is any change in the principals or the control of the Borrower or in the ownership of the interest (stock, shares, partnership shares, beneficial interests, etc.) of the Borrower, or if the Premises are further encumbered without the prior written consent of Lender, then and upon the occurrence of any such event, the whole amount, including principal, interest and all other amounts hereby secured shall, at once, at the option of the Lender, become immediately due and payable, together with accrued interest thereon, without notice or demand, which such notice and demand are hereby expressly waived. In the event consent for transfer is granted, the Lender shall have the absolute right to cause the Grantee, new owners and principals of Grantee to assume and agree to pay the Note and to perform all terms and conditions of the Loan Documents and may charge such fees and costs, including a reasonable attorney's fee, as may reasonably be charged for such assumption and to further adjust rates and terms such that they will be consistent with Lender's policies and requirements. Such consent to transfer and acceptance of the Grantor shall not constitute a release of any Maker, Co-Maker, Endorser, Guarantor, or Borrower, unless such release is expressly given in writing by the Lender.

22. DEALING WITH NEW OWNERS OF PREMISES

In the event the ownership of the Premises or any part of it becomes vested in a person other than the Borrower, the Lender, without notice to the Borrower, may deal with the successor or successors in interest with reference to this Mortgage or the Loan Documents and the debt secured in the same manner as with the Borrower and may forbear to sue or may extend time for payment of the debt secured, without discharging or in any way affecting the liability of any Maker, Co-Maker, Endorser, Guarantor or Borrower under this Mortgage or upon the debt secured.

23. FORECLOSURE OF LIEN

If foreclosure proceedings of any lien of any kind affecting the Premises should be instituted, whether such lien is superior or inferior to the lien of this Mortgage, the

Lender may, at its option, immediately or thereafter declare this Mortgage and the indebtedness secured hereby due and payable.

24. BORROWER'S FINANCIAL STATEMENTS

Within ninety (90) days following the end of the fiscal year of the Borrower, the Borrower shall promptly furnish to the Lender financial and operating statements of the Borrower and the Premises showing, inter alia, gross income, receipts, revenues and expenses in a form and containing such information as required in the Loan Documents and as shall be satisfactory to the holder of this Mortgage and prepared in accordance with generally accepted accounting principles, and certified by an appropriate officer or principal to be true and correct. Signed tax returns of the Borrower shall be delivered within thirty (30) days of filing with the Internal Revenue Service or the State.

Lender shall be entitled to inspect, audit and make extracts from the records and books of account which shall be prepared and maintained by Borrower, in a manner satisfactory to Lender, at the mortgaged property or at such other place as shall be satisfactory to Lender.

25. NOTICE

All notices required under the terms of this Mortgage shall be deemed to have been duly given either: (i) three (3) days after their deposit in the United States certified mail return receipt requested, or (ii) two (2) days after their deposit in a nationally recognized overnight courier service, or (iii) on the day of their personal delivery, if addressed or delivered to Lender or Borrower at their following respective addresses, or such other address as is specified in writing by any party to the others, provided that no change of address by the Borrower shall be effective unless Borrower first serves notice of such change of address on Lender in writing by certified mail with return receipt requested, retaining a copy of such return receipt in its files. In any event, Borrower shall exercise reasonable diligence to ensure that Lender is at all times advised of the correct address of each, and any changes thereto, stipulated as the following as of the date of this Mortgage:

Borrower: Greenwood Apartments, LLC
C/o Banc of America Community Development Corporation
Attn: Mary Beth Storts
400 North Ashley Dr., 2nd Floor
Tampa, FL 33602

Lender: City of Clearwater
112 S. Osceola Ave.
Clearwater, Florida 33756

26. MISCELLANEOUS

A. Neither the acceptance of this Mortgage nor the enforcement thereof shall prejudice or in any manner affect the right of Lender to realize upon or enforce any other security now or hereafter held by Lender, it being understood that Lender shall be entitled to enforce in the order and manner as it may in its discretion determine.

B. This Mortgage shall extend to and be binding upon Borrower, his or its heirs, administrators, successors and assigns and all persons claiming under or through Borrower. The word "Lender" when used herein shall include the successors and assigns of Lender named herein, and the holder or holders, from time to time, of the Note.

C. The Mortgage is intended to and does secure the payment of any and all extensions, modifications or renewals of the Note.

D. Without affecting the liability of any other person liable for the payment of the Note or the lien of this Mortgage, Lender may release any person so liable, extend the time of payment or renew the Note, or grant other indulgences or modify any of the terms or provisions hereof or of the Note, release any parcel or portion of the Premises, or consent to the granting of any easement, or enter into any agreement subordinating the lien hereof, or take or release any other security for the payment of the Note or for the performance of any of the covenants and agreements hereunder, and/or make compositions or other arrangements with debtors in relations thereto.

E. All covenants, agreements and undertakings herein shall be joint and several.

F. The Mortgage and Note, and other Loan Documents constitute Florida contracts and shall be construed according to the laws of the State of Florida.

G. Notwithstanding any term or provision hereof to the contrary, if at any time and for any reason the Lender in its reasonable discretion determines that the value of the Premises may have declined or be less than Lender previously anticipated, then within 90 days from Lender's written request to Borrower therefor, Borrower shall provide to Lender, at Borrower's sole cost and expense, a current appraisal of the Premises to be ordered by the Lender from an appraiser designated by Lender and in form and content as required by Lender. Borrower shall cooperate fully with any such appraiser and provide all such documents and information as such appraiser may request in connection with such appraiser's performance and preparation of such appraisal. Borrower's failure to promptly and fully comply with Lender's requirements under this paragraph shall, without further notice, constitute an Event of Default under this Mortgage and the other Loan Documents.

H. The headings of the paragraphs contained in this Mortgage are for convenience or reference only and do not form a part hereof and in no way modify, interpret or construe the meaning of the parties hereto.

I. Wherever possible, each provision of this Mortgage shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision hereof shall be prohibited or invalid under applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity only, without invalidating the remainder of such provisions or other remaining provisions of this Mortgage.

J. This Mortgage may not be changed, terminated or modified in any manner except by an instrument in writing signed by the party against whom enforcement is sought.

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

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

27. **[RESERVED]**

28. **DEFINITIONS**

For purposes of this Mortgage, the following terms are defined:

Lender: As set forth in the opening paragraph of this Mortgage, Lender shall include its successors, heirs and assigns and may otherwise be known or referred to in the Loan Documents as "Secured Party" or "Assignee".

Borrower: As set forth in the opening paragraph of this Mortgage, Borrower shall include its successors, heirs and assigns and may otherwise be known as or referred to in the Loan Documents as "Debtor" or "Assignor".

Loan Documents: Shall include this Mortgage and Security Agreement, the Note, and such other instruments and documents executed and delivered pursuant to the extension of credit between the Borrower and Lender, and any modification, extensions or renewals, all of the terms of which are herein incorporated by reference.

29. ENVIRONMENTAL CONDITIONS

Borrower, after thorough investigation, warrants and represents to Lender that to the best of the Borrower's knowledge: (a) the Land described herein is now and at all times hereafter will continue to be in full compliance with all federal, state and local environmental laws and regulations, including but not limited to, the Comprehensive Environmental Response, Compensation and Liability Act of 1980 ("CERCLA"), Public Law No. 96-510, 94 Stat. 2767, 42 USC 9601 et seq., and the Superfund Amendments and Reauthorization Act of 1986 (SARA), Public Law No. 99-499, 100 Stat. 1613; and (b)(i) as of the date hereof there are no hazardous materials, substances, wastes or other environmentally regulated substances (including, without limitation, any materials containing asbestos) located on, in or under the Land or used in connection therewith, other than as disclosed by Borrower to Lender relating to asbestos and lead paint abatement, which Borrower will continue to indemnify Lender for notwithstanding such disclosure or (ii) Borrower has fully disclosed to Lender in writing the existence, extent and nature of any such hazardous materials, substances, wastes or other environmentally regulated substances, which Borrower is legally authorized and empowered to maintain on, in or under the Land or use in connection therewith, and Borrower has obtained and will maintain all licenses, permits and approvals required with respect thereto, and is in full compliance with all of the terms, conditions and requirements of such licenses, permits and approvals. Borrower further warrants and represents that it will promptly notify Lender of any change in the nature or extent of any hazardous materials, substances or wastes maintained on, in or under the Land or used in connection therewith, and will transmit to Lender copies of any citations, orders, notices or other material governmental or other communication received with respect to any other hazardous materials, substances, wastes or other environmentally regulated substances affecting the Land.

Borrower shall indemnify and hold Lender harmless from and against any and all damages, penalties, fines, claims, liens, suits, liabilities, costs (including remediation and clean-up costs), judgments and expenses (including attorneys', consultants', or experts' fees and expenses) of every kind and nature suffered by or asserted against Lender as a direct or indirect result of any warranty or representation made by Borrower in the preceding paragraph being false or untrue in any material respect or any requirement under any law, regulation or ordinance, local, state or federal, which requires the elimination or removal of any hazardous materials, substances, wastes or other environmentally regulated substances by Lender, Borrower or any transferee of Borrower or Lender.

Borrower's obligations hereunder shall not be limited to any extent by the term of the Note secured hereby, and, as to any act or occurrence prior to payment in

substances, wastes or other environmentally regulated substances by Lender, Borrower or any transferee of Borrower or Lender.

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

30. WAIVER OF JURY TRIAL

BY THE EXECUTION HEREOF, BORROWER HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY AGREES THAT:

(A) NEITHER THE BORROWER NOR ANY ASSIGNEE, SUCCESSOR, HEIR, OR LEGAL REPRESENTATIVE OF ANY OF THE SAME SHALL SEEK A JURY TRIAL IN ANY LAWSUIT, PROCEEDING, COUNTERCLAIM, OR ANY OTHER LITIGATION PROCEDURE ARISING FROM OR BASED UPON THIS MORTGAGE, THE NOTE, ANY OTHER LOAN AGREEMENT OR ANY LOAN DOCUMENT EVIDENCING, SECURING OR RELATING TO THE OBLIGATIONS OR TO THE DEALINGS OR RELATIONSHIP BETWEEN OR AMONG THE PARTIES THERETO;

(B) NEITHER THE BORROWER NOR LENDER WILL SEEK TO CONSOLIDATE ANY SUCH ACTION IN WHICH A JURY TRIAL HAS BEEN WAIVED, WITH ANY OTHER ACTION IN WHICH A JURY TRIAL HAS NOT BEEN OR CANNOT BE WAIVED;

(C) THE PROVISIONS OF THIS PARAGRAPH HAVE BEEN FULLY NEGOTIATED BY THE PARTIES HERETO, AND THESE PROVISIONS SHALL BE SUBJECT TO NO EXCEPTIONS;

(D) NEITHER THE BORROWER NOR LENDER 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; AND

(E) THIS PROVISION IS A MATERIAL INDUCEMENT FOR Lender TO ENTER INTO THIS TRANSACTION.

WITNESSES:

Print:

Print:

GREENWOOD APARTMENTS, LLC,
a Florida limited liability company

By: BANC OF AMERICA COMMUNITY
DEVELOPMENT CORPORATION,
Its Manager

By: Dofanne M. Amoroso
Title: Vice President

ACKNOWLEDGMENT OF OWNER

PINELLAS COUNTY FLA.
OFF REC BK 11928 PG 2515

STATE OF FLORIDA)
COUNTY OF PINELLAS)

The foregoing MORTGAGE AND SECURITY AGREEMENT was executed and acknowledged before me this 3 day of April, 2002, by Noyanne Amaro, as VP of Banc of America Community Development Corporation, a North Carolina corporation, its manager of and on behalf of Greenwood Apartments, LLC, a Florida limited liability company, who executed the within MORTGAGE AND SECURITY AGREEMENT and acknowledged to me that he/she did such on behalf of Greenwood Apartments, LLC.

In witness whereof, I have hereunto set my hand and affixed my seal the day and year in this Mortgage and Security Agreement first above written.

Personally Known ☒
OR
Produced Identification ☐

Type of Identification
Produced

[Signature]
NOTARY PUBLIC - STATE OF

Print, Type of Stamp Commissioned
Name of Notary Public

My Commission Expires:

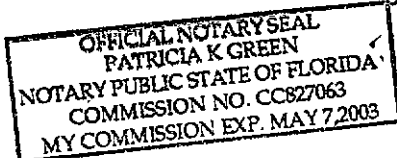


EXHIBIT "A"
LEGAL DESCRIPTION

Parcel 1:

All that certain parcel of land lying and being in the County of Pinellas, State of Florida, more particularly described as follows:

The Southwest $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ of the Northwest $\frac{1}{4}$ of Section 10, Township 29 South, Range 15 East, less and except each of the following: The North 122 feet of the West 175 feet thereof, and the portion thereof described as: Begin at the Southwest corner of said Southwest $\frac{1}{4}$ of Southeast $\frac{1}{4}$ of Northwest $\frac{1}{4}$ for Point of Beginning; and run thence North $0^{\circ}7'41''$ East 663.23 feet along the fractional section line; thence South $89^{\circ}23'29''$ East 13.6 feet; thence South $0^{\circ}4'7''$ East 643.96 feet; thence along a curve to the left whose chord bears South $44^{\circ}37'21''$ East 21.45 feet and whose radius is 15 feet; thence South $89^{\circ}16'7''$ East 633.86 feet; thence South $0^{\circ}6'30''$ West 2.9 feet; thence North $89^{\circ}23'8''$ West 664.76 feet to Point of Beginning, lying and being in Pinellas County, Florida.

And Less and Except the Following Parcel:

A portion of the Northwest $\frac{1}{4}$ of Section 10, Township 29 South, Range 15 East, Pinellas County, Florida, more particularly described as follows:

From the Southwest corner of the Southeast $\frac{1}{4}$ of the Northwest $\frac{1}{4}$ of said Section 10, Township 29 South, Range 15 East, run North 30.0 feet; thence East 30.0 feet for a point of beginning; thence S $89^{\circ}23'45.35''$ East, 60.0000 feet; thence N $50^{\circ}00'00.00''$ West, 30.0000 feet; thence N $15^{\circ}00'00.00''$ West, 100.0000 feet; thence N $05^{\circ}00'00.00''$ West, 115.7269 feet; thence S $00^{\circ}15'36.94''$ West, 230.5325 feet to the point of beginning.

Parcel 2:

Lots 13 and 14, Block B, of NO. 1 SPRINGFIELD SUBDN., LESS AND EXCEPT the South 6 feet of said Lot 13, according to the map or plat thereof, as recorded in Plat Book 3, Page 56, of the Public Records of Pinellas County, Florida.

Tax Folio Numbers: 10-29-15-85014-002-0130
10-29-15-00000-240-0200

G:\W-BJMA11478\017\Legal Description-n1.wpd

KARLEEN F. DE BLAKER, CLERK OF COURT
PINELLAS COUNTY, FLORIDA

8C192261 04-04-2002 16:37:14 TNB
51 MTG-GREENWOOD APARTMENTS LLC
000000
IH:02126880 BK:11928 SPG:2494 EPG:2516
RECORDING 023 PAGES 1 \$105.00
DOC STAMP COLLECTION 2 \$2,450.00
OFFICIAL COPIES 5 \$23.00
CERTIFICATION 6 \$1.00

TOTAL: \$2,579.00
CHECK AMT. TENDERED: \$2,579.00
CHANGE: \$0.00
BY JB DEPUTY CLERK