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Documentary Tax Pd - F.S. 201.02 \$ 0
Documentary Tax Pd - F.S. 201.03 \$ 31.85
Intangible Tax Pd - F.S. 199.03 18.16
Richard Ake, Clerk Hillsborough County
By: [Signature] Deputy Clerk

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This instrument prepared by:
Carole Lewis
P.O. Box 23183 Tampa, Florida 33623-3183
(813) 920-4130

RICHARD AKE
CLERK OF CIRCUIT COURT
HILLSBOROUGH COUNTY

MORTGAGE

THIS MORTGAGE is made this 29th day of September 1997 between the Mortgagor(s) Kenny Farr, whose address is 10009 HINES DR TAMPA FLA 33610 and whose Social Security number is [REDACTED] and (hereinafter called the Borrower or Mortgagor), and the Mortgagee, Carole Lewis, Trustee of the Guardian Angel "63092" Land Trust Agreement dated 6/6/92 and revised 9/22/97, with full power and authority to protect, conserve, sell, lease, encumber, or otherwise manage and dispose of said property pursuant to FL Statute 689.071, whose address is P.O. Box 22065 Tampa, Florida 33622-2065, (hereinafter called Lender or Mortgagee).

WHEREAS, Borrower is indebted to Lender in the principal sum of \$9080.00 Nine Thousand, Eighty, and xx/100 dollars, which indebtedness is evidenced by Borrower's Note dated of even date herewith (herein Note), provided for payment of principal and interest, with the balance of indebtedness, if not sooner paid, due and payable on the 1st day of October 2000.

TO SECURE to Lender the repayment of the indebtedness evidenced by the Note, with interest thereon, the payment of all other sums, with interest thereon, advanced in accordance herewith to protect the security of this Mortgage, and the performance of the covenants and agreements of Borrower herein contained, Borrower does hereby Mortgage, grant and convey to the Lender the following described real and personal property located in Hillsborough County, Florida and more fully described below:

EAST STATE HIGHWAY FARMS North 61.5 feet of East 124 feet of South 992.5 feet of West 1/2 of Lot 12 LESS the West 25 feet for road right of way, all lying and being in Section 33, Township 28 South, Range 20 East, as the same is recorded in Plat Book 26 on Page 21 of the Public Records of Hillsborough County, Florida. Folio #63092.0000.

Together with all structures and improvements now and hereafter on the land, and the fixtures attached thereto; together with all and singular the tenements, hereditaments, easements and appurtenances thereunto belonging or in anywise appertaining, and the rents, issues and profits thereof, all the estate, right, title, interest and all claims and demands whatsoever, in law and in equity of Mortgagor in and to the same, and every part and parcel thereof, and all fixtures now or hereafter described and located thereon, which are, and shall be deemed to be, fixtures, and a part of the realty and are a portion of the security for the indebtedness herein mentioned.

To have and to hold the same, together with the tenements, hereditaments and appurtenances unto Mortgagee and its successors and assigns in fee simple. The foregoing conveyance is also intended to be, and is a mortgage to secure payment of any and all future or additional advances made by the Mortgagee, at its option, to Mortgagor, or its successors in title, for any purpose.

Borrower covenants that Borrower is lawfully seized of the estate hereby conveyed in fee simple and has the right to mortgage, grant and convey the Property, that the property is unencumbered, except for: No Exceptions; and that Borrower will warrant and defend generally the title to the Property against all claims and demands, subject to any declarations, easements, or restrictions.

Provided Always, that if Mortgagor shall pay to Mortgagee, its successors, legal representatives or assigns, that certain promissory note of which a true and correct copy is

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attached hereto and made a part hereof, and shall perform, comply with and abide by each and every stipulation, agreement, covenant and condition of the Note and this Mortgage, and shall pay all taxes which may accrue on the property and all costs and expenses Mortgagee, its successors or assigns, may be put to in collecting the note in foreclosure or otherwise, including reasonable attorneys fees, then this mortgage and the estate hereby created shall cease and be null and void.

Borrower and Lender covenant and agree as follows:

1. **PAYMENT OF PRINCIPAL AND INTEREST.** Borrower shall promptly pay when due the principal of and interest on the indebtedness evidenced by the Note, and late charges as provided in the Note. In no event shall the amount of interest due or payable hereunder exceed the maximum rate of interest allowed by applicable law, and in the event any such payment is paid by the undersigned, or received by the holder, then such excess sum shall be credited as a payment of principal, unless the undersigned shall notify the holder in writing that the undersigned elects to have such excess sum returned to them forthwith.
2. **TAXES AND INSURANCE.** In the event Borrower should fail to pay the taxes and insurance as hereinafter provided, Lender shall prorate and escrow from Borrower monthly installments adequate to cover the costs of taxes and insurance, and should Borrower fail to forward with the regular payment, the installments necessary to pay taxes and insurance Lender shall have the right, but not the obligation, to pay all such payments and any payments thereby paid shall be added to the indebtedness as provided in paragraph 7 hereof. As an alternative, Lender may declare the mortgage to be in default and exercise its remedies under paragraph 18 hereof, without necessity of proof of impairment of security.
3. **APPLICATION OF PAYMENTS.** unless applicable law provided otherwise, all payments received by Lender under the Note and Paragraphs 1 and 2 hereof shall be applied by Lender first in payment of amounts payable to Lender by Borrower under paragraph 2 hereof, then to interest payable on the Note with the remainder being applied to principal.
4. **CHARGES AND LIENS.** Borrower shall pay all taxes, assessments, and other charges, fines, and impositions attributable to the property which may attain a priority over this Mortgage, and leasehold payments or ground rents, if any, by Borrower making payment when due, directly to the payee thereof, except when escrowed each month by Lender. Borrower shall promptly furnish to Lender all notices of amounts due under this paragraph. Borrower shall promptly furnish to Lender receipts evidencing such payments. Borrower shall promptly discharge any lien which has priority over this Mortgage.
5. **HAZARD INSURANCE.** Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage" and such other hazards as Lender may require and in such amounts and for such periods as Lender may require; provided that Lender shall not require that the amount of such coverage exceed that amount of coverage required to pay the sums secured by this Mortgage, and all Senior Lien holders and/or Mortgagees.

The insurance carrier providing the insurance shall be chosen by Borrower subject to approval by Lender; provided, that such approval shall not be unreasonably withheld. All premiums on insurance policies shall be paid by Borrower making payment, when due, directly to the insurance carrier. All insurance policies and renewals thereof shall be in the form acceptable to Lender and shall include a standard mortgage clause in favour of and in form of acceptance to Lender. Lender shall have the right to hold the policies and renewals thereof, and Borrower shall give prompt notice to the insurance carrier and Lender, in the event of a loss; and Lender may make proof of loss if not made promptly by Borrower. Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged, provided such restoration or repair is economically feasible and the security of this Mortgage is not thereby impaired. If such restoration or repair is not economically feasible or if the security of this Mortgage would be impaired, the insurance proceeds shall be applied to the sums secured by this Mortgage, with the excess, if any, paid to Borrower. If the property is abandoned by Borrower, or if the Borrower fails to respond to Lender within thirty days from the date that notice is mailed by Lender to Borrower that the insurance carrier offers to settle a claim

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for insurance benefits, Lender is authorized to collect and apply the insurance proceeds at Lender's option either to restoration or repair of the Property or to the sums secured by this Mortgage. Unless Lender and Borrower otherwise agree in writing, any such application of proceeds to principal shall not exceed or postpone the due date of the monthly installments referred to in Paragraphs 1 and 2 hereof or change the amount of such installments. If under paragraph 18 hereof the Property is acquired by Lender, all right, title, and interest of Borrower in and to any such insurance policies and in and to the proceeds thereof resulting from damage to the Property prior to the sale of acquisition shall pass to lender to the extent of the sums secured by this Mortgage immediately prior to such sale of acquisition.

6. **PRESERVATION AND MAINTENANCE OF PROPERTY.** Borrower shall keep the property in good repair and shall not commit waste or permit impairment or deterioration of the Property and should the land be classified as Agricultural, it shall be green belted and should this covenant be broken Lender may take all remedies available (as provided for in Paragraph 18 hereof.

7. **PROTECTION OF LENDER'S SECURITY.** If Borrower fails to perform the covenants and agreements contained in this Mortgage, or if any proceeding is commenced which materially affects Lender's interest in the Property, including, but not limited to, eminent domain, insolvency, code enforcement, or arrangements or proceedings involving a bankruptcy of decedent, default of a Senior Mortgage, or any action resulting from non-compliance with Environmental Laws, or zoning then Lender at Lender's option, upon notice to Borrower, may make such appearances, disburse such sums and take such action as is necessary to protect Lender's interest, including, but not limited to, disbursement of reasonable attorney's fees and entry upon the Property to make repairs or to maintain the Property, the cost of which shall be added to this Mortgage.

Any amounts disbursed by Lender pursuant to this Paragraph 7, with interest thereon, shall become additional indebtedness of Borrower secured by this Mortgage. Unless Borrower and Lender agree to other terms of payment, such amounts shall be payable upon notice from Lender to Borrower requesting payment thereof, and shall bear interest from the date of disbursement at the rate payable from time to time on the outstanding principal under the Note unless payment of interest at such rate would be contrary to applicable law, in which event such amounts shall bear interest at the highest rate permissible under applicable law. Nothing contained in Paragraph 7 shall require Lender to incur any expense or take any action hereunder.

8. **INSPECTION.** Lender may make or cause to be made reasonable entries upon and inspections of the Property, provided that Lender shall give Borrower 48 hour telephonic notice prior to any such inspection.

9. **CONDEMNATION.** The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of the Property, or part thereof, or for conveyance in lieu to condemnation, are hereby assigned and shall be paid to Lender. If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condemnor offers to make an award or settle a claim for damages, Borrower fails to respond to Lender within thirty days after the date of such notice is mailed, Lender is authorized to collect and apply the proceeds, at Lender's option, either to restoration or repair of the Property or to the sums secured by this Mortgage.

10. **BORROWER NOT RELEASED.** Extension of the time for payment or modification of amortization of the sums secured by this Mortgage granted by Lender to any successor in interest of Borrower shall not operate to release, in any manner, the liability of the original Borrower and Borrower's successors in interest. Lender shall not be required to commence proceedings against such successor or extend time for payment or otherwise modify amortization of the sums secured by this Mortgage by reason of any demand made by the original Borrower and Borrower's successor in interest.

11. **FORBEARANCE BY LENDER NOT A WAIVER.** Any forbearance by Lender in exercising any right or remedy hereunder, or otherwise afforded by applicable law, shall not be a waiver of or preclude the exercise of any such right or remedy. The procurement of insurance or the

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payment of taxes or other liens or charges by Lender shall not be a waiver of Lender's right to accelerate the maturity of the indebtedness secured by this Mortgage.

12. **REMEDIES CUMULATIVE.** All remedies provided in this Mortgage are distinct and cumulative to any other right or remedy under this Mortgage or afforded by law or equity, and may be exercised concurrently, independently or successively.

13. **SUCCESSORS AND ASSIGNS BOUND; JOINT AND SEVERAL LIABILITY; CAPTIONS.** The covenants and agreements herein contained shall bind, and the rights hereunder shall inure to, the respective successors and assigns of Lender and Borrower, subject to the provisions of Paragraph 17 hereof. All covenants and agreements of Borrower shall be joint and several. The captions and headings of the paragraphs of this Mortgage are for convenience only and are not to be used to interpret or define the provisions hereof.

14. **NOTICE.** Except for any notice required under applicable law to be given in another manner, (a) any notice to Borrower provided for in the Mortgage shall be given by mailing such notice by certified mail addressed to Borrower at the Property address or at such other address as Borrower may designate by notice to Lender as provided herein, and (b) any notice to Lender shall be given by certified mail, return receipt requested, to Lender's address stated herein or at such other address as Lender may designate by notice to Borrower as provided herein. Any notice provided for in this Mortgage shall be deemed to have been given to Borrower or Lender when given in the manner designated herein.

15. **GOVERNING LAW; SEVERABILITY.** This Mortgage shall be governed by the law of the jurisdiction in which the Property is located. In the event that any provision or clause of this Mortgage or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Mortgage or the Note which can be given effect without the conflicting provision, and to this end the provisions of the Mortgage and the Note are declared to be severable.

16. **BORROWER'S COPY.** Borrower shall be furnished a conformed copy of the Note and of this Mortgage at the time of execution or after recordation hereof.

17. **TRANSFER OF THE PROPERTY; ASSUMPTION.** If all or any part of the Property or an interest therein is sold or transferred by Borrower without Lender's prior written consent, excluding (a) the creation of a lien or encumbrance subordinate to this Mortgage, (b) the creation of a purchase money security interest for household appliances, or (c) a transfer by devise, descent, or by operation of law upon death of a joint tenant, Lender may, at Lender's option, declare all sums secured by this Mortgage to be immediately due and payable. If Lender exercised such option to accelerate, Lender shall mail Borrower notice of acceleration in accordance with paragraph 14 hereof. Such notice shall provide a period of not less than ten days from the date the notice is mailed within which Borrower may pay the sums declared due. If Borrower fails to pay such sums prior to the expiration of such period, Lender may, without further notice or demand on Borrower, invoke any remedies permitted by Paragraph 18 hereof. Borrower and Lender covenant and agree as follows:

18. **ACCELERATION REMEDIES.** Borrower agrees that (a) in the event of any such breach of this Mortgage or any of the terms hereof or default on the part of the Mortgagors, or (b) in the event any sums of money referred to herein be not promptly and fully paid as the same become due and payable, or (c) in the event of default in the payments under said promissory Note; then the principal sum set out in the Promissory Note then remaining unpaid, and all money secured hereby, shall become and be immediately due and payable at the option of Mortgagee without notice of demand (which are hereby expressly waived), and this Mortgage may be foreclosed with all rights and remedies afforded by the laws of Florida, including the appointment of a Receiver, if applied for by Mortgagee. In the event that Mortgagee shall declare the principal sum set out in said Promissory Note then remaining unpaid, and all moneys secured hereby, immediately due and payable, the Mortgagors shall immediately pay to the Mortgagee an amount equal to the amount at which this note could then lawfully be prepaid plus any other moneys secured hereby.

19. **ASSIGNMENT OF RENTS; APPOINTMENT OF RECEIVER.** As additional security hereunder, Borrower hereby assigns to Lender the rents of the Property, provided the Borrower shall, prior to acceleration under Paragraph 18 hereof or abandonment of the Property, have the

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right to collect and retain such rents as they become due and payable. Upon acceleration under Paragraph 18 hereof or abandonment of the Property, Lender shall be entitled to have a Receiver appointed by a court without notice or bond to enter upon, take possession of and manage the Property and to collect the rents of the Property, including those past due. All rents collected by the Receiver, shall be applied first to payment of the cost of the management of the Property and collection of rents, including but not limited to, Receiver's fees, and then to the sums secured by this Mortgage. The Receiver shall be liable to account only for those rents actually received. Any expense incurred by Mortgagee in collecting said receivables shall be added to the indebtedness of the Mortgagor and this Mortgage.

20. RELEASE. Upon payment of all sums secured by this Mortgage, Lender shall release this Mortgage without charge to Borrower, and Borrower shall pay all costs of recordation.

21. ATTORNEYS FEES. As used in this Mortgage and in this Note, "attorneys fees" shall include any and all attorneys fees, either for representation or for consultation purposes which shall be awarded by an appellate Court, or otherwise paid by Lender.

22. LATE CHARGE. Any payment due hereunder to Lender which is not received by Lender within three days after it's due date shall be subject to a late charge equal to 5% of the amount of payment or Twenty Five Dollars, whichever is greater.

23. SENIOR LIENORS. If this is a junior Mortgage, Borrower shall pay all installments of principal and interest and perform each and every covenant and obligation of the prior mortgage(s). Failure of the Borrower to do so shall constitute a default hereunder. Upon default, under this paragraph, Lender may (but shall not be obligated to) make such payments or perform such covenants or obligations and the cost of same, together with any interest (at the rate for which this Mortgage is security) shall be payable by Borrower upon demand by Lender and shall be secured by the lien of this Mortgage. Borrower also assumes full responsibility for any condo association fees and or home owner fees from the date of this contract.

24. PREPAYMENT PENALTY. There shall be no prepayment penalty, unless this note and mortgage is accelerated by a default on the part of the mortgagor. Should the mortgagor default in any of the terms of this mortgage the Lender may charge equivalent to four (4) months interest at the rate set forth above on the amount of the principal balance due. Any late or default charges due must also be paid at that time.

25. SINGULAR AND PLURAL. Within this mortgage, singular shall refer to plural and plural shall refer to singular, whenever appropriate.

IN WITNESS WHEREOF, the said Borrower/Mortgagor(s) has/have hereunto set their hands and seals the day and year first above written.

Signed, Sealed and Delivered in the presence of:

Vernon Stairs
Witness Vernon Stairs

Kenny Farr L.S.
10009 Hines Dr.
Tampa, FL 33610

Cynthia Frantz
Witness Cynthia Frantz

STATE OF FLORIDA
COUNTY OF HILLSBOROUGH

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the state aforesaid and the county aforesaid to take acknowledgments, personally appeared KENNY FARR as owner of this property, who each produced a Florida Driver's License as identification, to me

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known to be the person(s) described in and who executed the foregoing instrument and after being duly cautioned and sworn, did take an oath and acknowledged before me that he/they executed the (same for the purpose therein expressed).

IN WITNESS WHEREOF, I have hereunto set my hand and official seal in the County and State aforesaid this 29th day of September 1997.

Sandra K. Wittkopp
Notary Public At Large
Notary Name Printed Sandra K. Wittkopp

My Commission Expires:
Notary ID#

This instrument prepared by:
Carole Lewis P.O. Box 23183 Tampa, Florida 33623-3183.
Please Return To Same.



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PROMISSORY NOTE

Tampa, Florida

Date September 19, 1997

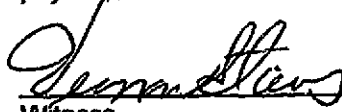
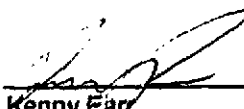
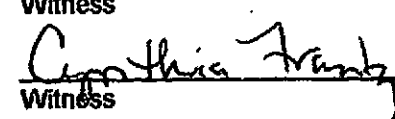
FOR VALUE RECEIVED, the undersigned, jointly and severally, promise to pay to the order of Carole Lewis, Trustee of the Guardian Angel "63092" Land Trust Agreement dated 6/6/92 and revised 9/22/97, with full power and authority to protect, conserve, sell, lease, or otherwise manage and dispose of said property pursuant to FL Statue 689.071, at P.O. Box 22065 Tampa, Florida 33622-2065 the principal sum of Nine Thousand, Eighty and xx/100 Dollars (\$9,080.00), with interest thereon from date, payable monthly, at the rate of 12 % per cent per annum until maturity, and Principal and interest due and payable as follows:

Beginning on the 1st day of November 1997, there shall become due and payable the sum of (\$302.38) Three Hundred, Two and 38/100 Dollars and the same amount on the first day of each month thereafter, to be applied first to interest at the rate aforesaid upon the principal sum or so much thereof as shall from time to time remain unpaid, and the balance of each monthly payment to be applied on account of principal, and said monthly payments to continue for the next 36 consecutive months or until the aggregate amount paid on account of principal shall equal the sum secured by this note on or before October 1, 2000 at which time the balance, if any plus accrued interest, if any, and all advances made by the Mortgagee shall be due and payable.

It is hereby agreed that if default for three days be made in payment of the principal sum above mentioned, or any installment thereof, or any interest thereon, as above provided, then, in any or all such events, or in the event of any breach of the Mortgage, of even date herewith, the entire amount of principal of this note with all interest then accrued shall, at the option of the holder of this note and without notice, (the maker hereby expressly waives notice of such default) become and be due and collectible, time being of the essence of this agreement.

Option is hereby given to the undersigned to pay more or the entire principal sum remaining at any time hereafter, with interest to date of payment only.

Should it become necessary to collect this note through an attorney or by legal proceedings, the undersigned promises to pay all costs of collection, including a reasonable attorney's fee. The undersigned severally waive presentment for payment, protest, notice of protest and non-payment of this note.

		(SEAL)
Witness	Kenny Farr	
	10009 Hines Dr.	
Witness	Tampa, FL 33610	(SEAL)

STATE OF FLORIDA
COUNTY OF HILLSBOROUGH

BEFORE ME, the undersigned authority, personally appeared Kenny Farr, known to me to be the persons described in the foregoing, and who produced a valid Florida Driver's License(s) as positive identification, and after being duly sworn and cautioned acknowledged before me that they executed the foregoing for the purposed therein expressed. Witness my hand and official seal this 29th day of September 1997.

My Commission Expires:


Notary Public At Large



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