

REAL ESTATE MORTGAGE 470699

BY THIS MORTGAGE made between KATHLEEN R. CARTER, individually and as surviving spouse of Pasco B. Carter, Jr.

herein called Mortgagor, in consideration of the sum named in the promissory note herein described received from the Board of County Commissioners of Sarasota County, Florida, in consideration of the settlement of a lawsuit styled "Sarasota County vs. Solomon, et al.", 12th Judicial Circuit of Florida, Case #84-1133-CA-01, with the Board of County Commissioners of Sarasota County, Florida, herein called Mortgagee, (the terms "Mortgagor" and "Mortgagee" include all parties in each capacity to this instrument and their respective heirs, personal representatives, successors and assigns; the term "note" includes all promissory notes described herein) Mortgagor hereby mortgages to Mortgagee the real property in Sarasota County, Florida, noted as:

0083  
O.R. 1756 PG

Begin at the U.S. Government Meander Corner on the East shore of Casey Key (now Siesta Key) between Section 33, Township 37 South, Range 18 East and Section 4, Township 38 South, Range 18 East, as restored in accordance with the U.S. Government Field Notes of the original survey of 1909 and represented by a 4" by 4" concrete monument; thence using the township line as an East bearing, run East along the township line, a distance of 103.58 feet to the center line of an existing travelway; thence N 30°46'00" W, 133.79 feet; thence S 62°00'00" 211.89 feet to the "Line Per Ordinance #83-78" as shown on the attached copy of the Record & Survey dated November 1, 1983 by George L. Uffner, Florida PLS 1795; thence S 32°38'08" E, 85.28 feet; thence N 62°00'00" E, 120.00 feet to the Meander Corner, being the POINT OF BEGINNING.

Documentary Tax Pd. \$ 22.50  
Intangible Tax Pd. \$ 30.00  
R. H. Hackney, Jr., Clerk, Sarasota County  
By: M. W. [Signature]  
Deputy Clerk

TOGETHER with all easements connected therewith, improvements now or hereafter made thereon, fixtures attached thereto, any furniture or furnishings located thereon or therein and any reversions, remainders, rents, issues and profits thereof as security for the payment of the promissory note of which the following is a copy:

MORTGAGE NOTE

\$ 15,000.00

Sarasota, Florida  
January 17, 1985

FOR VALUE RECEIVED, the undersigned, (jointly and severally, if more than one) promises to pay to the Board of County Commissioners of Sarasota County, Florida, in consideration of the settlement of a lawsuit styled Sarasota County vs. Solomon, et al., 12th Judicial Circuit of Florida, in the manner hereinafter specified, the principal sum of Fifteen Thousand and 00/100 ~~100~~ /100 DOLLARS (\$15,000.00) with interest from date at the rate of 13 per cent. per annum on the balance from time to time remaining unpaid. The said principal and interest shall be payable in lawful money of the United States of America at 2070 Ringling Blvd., Sarasota, Florida, or at such place as may hereafter be designated by written notice from the holder to the maker hereof, on the date and in the manner following: and interest under The full principal/balance of this note shall become due and be paid upon the occurrence of either of the following events: 1) Upon sale, transfer or conveyance of the property described in the mortgage securing this note; 2) Upon expiration of 5 years from the date of this note. The entire amount of principal and interest may be paid in full with interest payable to the date of such final payment only.

\*\*\* Circuit of Florida, Case No. 84-1133-CA-01, with the Board of County Commissioners of Sarasota County, Florida,

This note with interest is secured by a mortgage on real estate, of even date herewith, made by the maker hereof in favor of the said payee, and shall be construed and enforced according to the laws of the State of Florida. The terms of said mortgage are by this reference made a part hereof.

If default be made in the payment of any of the sums or interest mentioned herein or in said mortgage, or in the performance of any of the agreements contained herein or in said mortgage, then the entire principal sum and accrued interest shall at the option of the holder hereof become at once due and collectible without notice, time being of the essence; and said principal sum and accrued interest shall both bear interest from such time until paid at the highest rate allowable under the laws of the State of Florida. Failure to exercise this option shall not constitute a waiver of the right to exercise the same in the event of any subsequent default.

Each person liable hereon whether maker or endorser, hereby waives presentment, protest, notice, notice of protest and notice of dishonor and agrees to pay all costs, including a reasonable attorney's fee, whether suit be brought or not, if, after maturity of this note or default hereunder, or under said mortgage, counsel shall be employed to collect this note or to protect the security of said mortgage.

Whenever used herein the terms "holder", "maker" and "payee" shall be construed in the singular or plural as the context may require or admit.

Maker's Address

9330 Blind Pass Rd.  
Sarasota, FL 33581

Kathleen R. Carter (SEAL)  
..... (SEAL)  
..... (SEAL)  
..... (SEAL)

together with future advances, provided that the total principal secured hereby and remaining unpaid shall not exceed \$15,000.00 at any time.

AND Mortgagor hereby covenants:

1. That Mortgagor is in actual possession and seized of said real property in fee simple with full power and lawful right to mortgage the same; that said property is free from all liens and encumbrances except as set forth herein; that Mortgagor fully warrants the title to said real property and will defend the same against the lawful claims of all persons whomsoever.
2. To pay all money required by said note and this mortgage, or either, promptly when due.
3. To pay all taxes, assessments, levies, liabilities, obligations and encumbrances of every description now on or which may hereafter accrue on said property, this mortgage and the debt secured hereby, or any of these, when due. If any part thereof is not paid when due, Mortgagee may pay it without waiving the option to foreclose this mortgage or any other right hereunder.
4. To pay all costs and expenses together with reasonable attorney's fees (including appellate proceedings) incurred by Mortgagee because of any default by Mortgagor under this mortgage and said note, or either.
5. To keep the improvements now or hereafter on said property insured against loss by fire and other hazards included in the terms "extended coverage" and "other perils" in the amount secured by this mortgage by an insurer approved by Mortgagee. The policy shall be held by and made payable to Mortgagee by standard New York mortgage clauses without contribution as Mortgagee's interest may appear. If any money becomes payable under such policy, Mortgagee may apply the same to the payments last due on the debt secured hereby or may permit Mortgagor to use it, or any part thereof, for other purposes without waiving or impairing any lien or right hereunder. If Mortgagor fails to obtain such policy, Mortgagee may procure it and pay therefor without waiving the option to foreclose this mortgage or any other right hereunder.
6. To permit, commit or suffer no waste, impairment or deterioration of said property or any part thereof.
7. That if said property, or any part thereof, is taken by eminent domain, Mortgagee shall have the right to receive and apply all money paid for such taking to the payments last due on the debt secured hereby or may permit Mortgagor to use it, or any part thereof, for other purposes without waiving or impairing any lien or right under this mortgage. If the remaining part of said property is inadequate security for the unpaid balance of said debt, Mortgagee may accelerate payment thereof immediately.
8. That if Mortgagee shall hold another mortgage or lien on said property, a default under such other mortgage or lien shall constitute a default under this mortgage also. Any default under this mortgage shall likewise constitute a default under such other mortgage or lien. If foreclosure proceedings under any other mortgage or lien (whether held by Mortgagee or another) affecting said property are instituted, this shall constitute a default under this mortgage.
9. That Mortgagee may forebear to enforce defaults under this mortgage and said note, or either, or may extend the time for payment of any money secured hereby or may take other or additional security and may deal directly with any owner of said property in all respects pertaining to this mortgage and said note, or either, without notice to or the consent of any person liable under this mortgage and said note, or either, and without discharging or affecting the liability of any person liable under this mortgage and said note, or either.
10. That the rents, profits, income, issues and revenues of said property (including any personal property located thereon or therein) are assigned and pledged as further security for the payment of the debt secured hereby with the right (but no duty) on the part of Mortgagee to demand and receive and apply them on said debt at any time after a default hereunder. If suit is instituted to foreclose or reform this mortgage, or to determine the validity or priority thereof, Mortgagee shall be entitled to appointment of a receiver pendente lite without notice for said property and of all rents, income, profits, issues and revenue thereof. It is covenanted and agreed that the court shall forthwith appoint a receiver of said property and of such rents, income, profits, issues and revenues. Such appointment shall be made as a matter of strict right to Mortgagee without reference to the adequacy or inadequacy of the value of the property hereby mortgaged or to the solvency or insolvency of Mortgagor.
11. That if any dispute arises involving said note and this mortgage, or either, wherein Mortgagee incurs any cost (regardless of whether or not legal proceedings are instituted) or if any action or proceeding (including appellate proceedings) shall be maintained by any person other than Mortgagee wherein Mortgagee is made a party, all expenses incurred by Mortgagee to prosecute or defend the rights created by this mortgage and said note, or either, together with reasonable attorney's fees (including appellate proceedings) shall be paid by Mortgagor.
12. That if any money secured hereby is not fully paid within 30 days after it becomes due, or if any covenant or agreement of said note and this mortgage, or either, is breached, Mortgagee shall have the option to accelerate payment of the entire principal and any other money secured hereby as immediately due and payable without notice. Time is of the essence of this mortgage. Any payment made by Mortgagor under paragraphs 3, 4, 5 or 11 shall bear interest at the maximum legal rate from the date of payment and shall be secured by this mortgage. No waiver of or failure to enforce any default or obligation under this mortgage and said note, or either, shall constitute a waiver of any subsequent default or of the terms of either instrument. If there is any conflict between the terms of this mortgage and said note, the terms of this mortgage shall prevail.

IN WITNESS WHEREOF, Mortgagor has signed and sealed this mortgage on

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Signed and delivered in the presence of:

*[Signature]*  
 Susan H. Galenick

*[Signature]*  
 Kathleen R. Carter

FILED AND RECORDED  
 H. H. HACKNEY, CLERK  
 SARASOTA, FLA.  
 FEB 27 9 33 AM '05

470699

STATE OF FLORIDA  
COUNTY OF Sarasota

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the state and county aforesaid to take acknowledgments, personally appeared *Kathleen R. Carter*

to me known to be the person described in and who executed the foregoing mortgage and who acknowledged before me that she executed the same.

WITNESS my hand and official seal in said county and state on *January 17*, 19*05*.

*[Signature]*  
 Susan H. Galenick  
 Notary Public

This instrument prepared by: Richard L. Smith, Esq.  
2070 Ringling Blvd., Sarasota, FL 33578

Notary Public My commission expires

Notary Public, State of Florida at Large  
My Commission Expires Oct. 26, 1938

NELSON HESSE CYRIL & WEBER  
P.O. BOX 2524, SARASOTA, FLA.

COMPOSITE EXHIBIT "A" page 3

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