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Doug Chorvat, Jr., Clerk of the Circuit Court Hernando CO FL Rec Fees: \$171.50 Mtg Stamp: \$3,283.00 Int Tax \$1,876.00

Prepared by:

Jennifer Jenks
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Largo, FL 33779

When recorded return to:

Law Offices of Damian G. Waldman, P.A.
P.O. Box 5162
Largo, FL 33779

(Space above this line reserved for recording office use only)

THE MORTGAGE AMOUNT IS \$938,000.00 AND IS AN INTEREST ONLY MORTGAGE. THE FINAL PRINCIPAL PAYMENT OR THE PRINCIPAL BALANCE DUE UPON MATURITY IS \$938,000.00, TOGETHER WITH ACCRUED INTEREST, IF ANY, AND ALL ADVANCEMENTS MADE BY THE MORTGAGEE UNDER THE TERMS OF THIS MORTGAGE.

PURCHASE MONEY FIRST MORTGAGE AND SECURITY AGREEMENT

THIS MORTGAGE, made on August 2, 2024, by Brooksville Rose Rush RV, LLC ("Borrower" or "Mortgagor"), whose address is 143 Golden Isles Dr. #403, Sunny Isles Beach, FL 33009 to Stage Point Fund LLC, a Delaware Corporation ("Mortgagee"), whose office address is 2 Booth Ln. #4, Haverford, PA 19041.

A. "Note" means the Promissory Note signed by Borrower(s) and dated August 2, 2024. The Note states that the Borrower owes the Lender Nine Hundred Thirty Eight Thousand Dollars and 00/100 (US \$938,000.00) plus interest. Borrower has promised to pay this debt in interest only payments and to pay the debt full no later than August 1, 2025 (12) months as stated in corresponding Note which is _____

B. "Loan" means the debt evidenced by the Note, plus interest, any prepayment charges and late charges due under the Note, and all sums due under this Security Instrument, plus interest.

C. "Rider" means all Rider to this Security Instrument that are executed by the Borrower. The following Rider are executed by the Borrower.

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E. **DESCRIPTION OF PROPERTY MORTGAGED** Property being mortgaged 1572 E Jefferson Street, Brooksville, FL 34601 (the "Real Property") is described as follows:

SEE ATTACHED LEGAL DESCRIPTION AS EXHIBIT A

The Land referred to herein below is situated in the County of Hernando, State of Florida and is described as follows: The East 1/2 of the SE 1/4 of the NW 1/4; LESS road right of way for State Road No. 50; AND LESS the East 200.00 feet of the North 500.00 feet thereof; AND LESS that lot described in Official Records Book 139, Page 440, Public Records of Hernando County, Florida; AND LESS the South 450.00 feet thereof. ALL in Section 26, Township 22 South, Range 19 East, Hernando County, Florida

Parcel ID No: R26-422-19-0000-0370-0000

THE MORTGAGE REPRESENTS AND WARRANTS THAT THE MORTGAGED PROPERTY IS NOT THE HOMESTEAD OF THE MORTGAGOR OR ANY OWNER OF THE MORTGAGOR UNDER THE LAWS AND CONSTITUTION OF THE STATE OF FLORIDA AND THE MORTGAGOR FURTHER REPRESENTS AND WARRANTS THAT THE PROPERTY WILL BE USED AS NON-OWNER-OCCUPIED INVESTMENT PROPERTY. NEITHER THE MORTGAGOR NOR ANY OWNER OF THE MORTGAGOR NOR ANY MEMBERS OF THE MORTGAGORS HOUSEHOLD OR FAMILY RESIDES OR WILL RESIDE THEREON AND ALSO WILL NOT USE THE PROPERTY FOR PERSONAL, FAMILY OR HOUSEHOLD USE.

RECITALS

Mortgagor is justly indebted to Mortgagee, having executed and delivered to Mortgagee its Promissory Note (the "Note") bearing even date herewith, in the original principal sum of Nine Hundred Thirty Eight Thousand Dollars and 00/100 (US \$938,000.00) or so much as has been advanced and remains outstanding, lawful money of the United States of America, and according to the terms and conditions specified in the corresponding Note;

In consideration of the indebtedness and to secure the payment to Mortgagee of the principal with interest and all other sums provided for in the Note and in this Mortgage, including, but not limited to, any future advances that may be made by Mortgagee to Mortgagor in accordance with the terms of this Mortgage, up to the maximum amount stated therein, and for performance of the agreements, conditions, covenants, provisions, and stipulations contained herein and therein,

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and in certain other agreements and instruments made and given by Mortgagor to Mortgagee in connection therewith, Mortgagor hereby mortgages to Mortgagee that tract or parcel of land in Hernando County, Florida, more particularly described above;

TOGETHER with all the tenements, hereditaments, easements, appurtenances, passages, waters, water courses, riparian rights, other rights, liberties, and privileges thereof or in any way now or hereafter appertaining, including any other claim at law or in equity as well as any after-acquired title, franchise, or license and the reversions and remainders thereof; and

TOGETHER with all buildings and improvements of every kind and description now or hereafter erected or placed thereon and all materials intended for construction, reconstruction, alteration, and repairs of improvements now or hereafter erected thereon, all of which materials shall be considered to be included within the mortgaged premises immediately on the delivery thereof to the mortgaged premises, and all fixtures and articles of personal property now or hereafter owned by Mortgagor and attached to or contained in and used in connection with said premises, including but not limited to all apparatus, machinery, motors, elevators, fittings, radiators, gas ranges, ice boxes, mechanical refrigerators, awnings, shades, screens, venetian blinds, office equipment and other furnishings; all plumbing, heating, lighting, cooking, laundry, ventilating, refrigerating, incinerating, air-conditioning, hot-water-heating, and sprinkler equipment and fixtures and appurtenances thereto, and all built-in equipment and built-in furniture; and all renewals or replacements thereof or articles in substitution therefor, whether or not the same are or shall be attached to said land or building or buildings in any manner; it being mutually agreed that all the aforesaid property owned by Mortgagor and placed by it on the premises shall, so far as permitted by law, be considered to be affixed to the realty and covered by this Mortgage. Such tract or parcel of land and buildings, improvements, fixtures, machinery, equipment, tenements, personal property, and property interests being hereinafter collectively called the "mortgaged property."

TO HAVE AND TO HOLD the above-granted and described mortgaged property to Mortgagee, its successors, or assigns forever.

And Mortgagor hereby represents, warrants, and covenants with Mortgagee that Mortgagor is indefeasibly seized of the mortgaged property in fee simple; that Mortgagor has full power and lawful right to convey the same in fee simple as aforesaid; that the mortgaged property is free from all liens and encumbrances, except as set forth to Importers International Inc. that all property, fixtures, and equipment described herein will be fully paid for and free from all liens, encumbrances, title-retaining contracts, and security interests when delivered and/or installed on the mortgaged property; that such property, fixtures, and equipment shall be deemed to be realty and a part of the freehold; that Mortgagor will make such further assurances to prove the fee simple title to all and singular the mortgaged property in Mortgagee and to prove the lien and priority of this mortgage, as may be reasonably required, and that Mortgagor does hereby and will forever

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fully warrant and defend the lien and priority of this mortgage and the title to the mortgaged property and every part thereof against the lawful claims and demands of all persons whomsoever.

PROVIDED ALWAYS, and these presents are on the express condition that, if Mortgagor or the successors or assigns of Mortgagor shall pay unto Mortgagee, its successors, or assigns the sums of money secured hereby, and any renewals or extensions thereof in whatever form, and the interest thereon as it shall become due, according to the true intent and meaning thereof, together with all advances hereunder, costs, charges, and expenses, including a reasonable attorneys' fees, which Mortgagee may incur or be put to in collecting the same by foreclosure or otherwise; and shall duly, promptly, and fully perform, discharge, execute, effect, complete, comply with, and abide by each and every one of the stipulations, agreements, conditions, and covenants of the Note, this Mortgage, and other documents or instruments given by Mortgagor to Mortgagee in connection herewith,

THEN this Mortgage and the estate hereby created shall cease and be NULL AND VOID and this instrument shall be released by Mortgagee at the cost and expense of Mortgagor.

MORTGAGOR COVENANTS AND AGREES to and with Mortgagee that, until the indebtedness secured hereby is fully repaid:

1. Payment and Performance. Mortgagor shall pay Mortgagee, in accordance with the terms of the Note and this Mortgage, the principal, interest, and other sums therein set forth; and Mortgagor shall perform and comply with all of the agreements, conditions, covenants, provisions, and stipulations of the Note and this Mortgage, the terms of which are incorporated herein by reference.

2. Interest Rate. Notwithstanding any provision contained in this Mortgage or in the Note secured hereby, the total liability for payment of interest, which is set at ten percent (12%) annually on the Note, or in the nature of interest, shall not exceed the limits now imposed by the applicable usury law, including the applicable choice-of-law rules. In the event of the acceleration of the Note hereby secured, the total charges for interest and in the nature of interest shall not exceed the maximum amount allowed by law; any excess portion of such charges that may have been prepaid shall be refunded to the maker thereof. Such refund may be made by application of the amount involved against the sums then due hereunder, but such crediting shall not cure or waive the default occasioning acceleration. Nothing herein contained nor in any transaction related hereto shall be construed or shall so operate either presently or prospectively to require Mortgagor to make any payment or do any act contrary to law; however, if any clause or provision herein contained shall be determined by a court of competent jurisdiction to be invalid, illegal, or unenforceable in any respect, the remainder of this Mortgage shall be unaffected thereby and shall remain valid and in full force and effect.

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Default Interest Rate. If Borrower is in default of any terms of the Note and Mortgage, then Borrower agrees that the entire unpaid principal owed shall automatically with thirty (30) days notice being given to accrue interest at a combined eighteen percent (18%) interest rate taking into account the original interest rate or the maximum allowed by applicable law. This interest rate shall continue to apply to the entire unpaid principal balance until all past due periodic payments, interest, fees and any other related costs or expenses past due are paid in full or the default is cured.

3. Maintenance of Mortgaged Property. Mortgagor shall abstain from and shall not permit the commission of waste, impairment, or deterioration in or about the mortgaged property; Mortgagor shall not remove, demolish, or alter the structural character of any building erected at any time on the mortgaged property, without the prior written consent of Mortgagee; Mortgagor shall not permit the mortgaged property to become vacant, deserted, or unguarded; and Mortgagor shall maintain the mortgaged property in good condition and repair, reasonable wear and tear excepted.

(a) Occupancy. Borrower shall occupy, establish, and use the Property as NOT us this as Borrower's principal residence.

4. Escrow Fund. ~~DELETED – MORTGAGOR IS RESPONSIBLE FOR THE PAYMENT OF TAXES AND INSURANCE~~

5. Charges: Liens. Borrower shall pay all taxes, assessments, charges, fines, and impositions attributable to the Property which can attain priority over this Security Instrument, leasehold payments or ground rents on the Property, if any, and Community Association Dues, Fees, and Assessments, if any. Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender, but only so long as Borrower is performing such agreement; (b) contests the lien in good faith by, or defends against enforcement of the lien in, legal proceedings which in Lender's opinion operate to prevent the enforcement of the lien while those proceedings are pending, but only until such proceedings are concluded; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which can attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Within 10 days of the date on which that notice is given, Borrower shall satisfy the lien or take one or more of the actions set forth in this Security Agreement. Lender may require Borrower to pay a one-time charge for a real estate tax verification and/or reporting service used by Lender in connection with this Loan.

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6. Loan Charges. Lender may charge Borrower fees for services performed in connection with Borrower's default, for the purpose of protecting Lender's interest in the Property and rights under this Security Instrument, including, but not limited to, attorneys' fees, property inspection and valuation fees. In regard to any other fees, the absence of express authority in this Security Instrument to charge a specific fee to Borrower shall not be construed as a prohibition on the charging of such fee. Lender may not charge fees that are expressly prohibited by this Security Instrument or by Applicable Law.

If the Loan is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the Loan exceed the permitted limits, then:

- (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and
- (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge (whether or not a prepayment charge is provided for under the Note). Borrower's acceptance of any such refund made by direct payment to Borrower will constitute a waiver of any right of action Borrower might have arising out of such overcharge.

7. Protection of Lender's Interest in the Property and Rights Under this Security Instrument. If (a) Borrower fails to perform the covenants and agreements contained in this Security Instrument, (b) there is a legal proceeding that might significantly affect Lender's interest in the Property and/or rights under this Security Instrument (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture, for enforcement of a lien which may attain priority over this Security Instrument or to enforce laws or regulations), or (c) Borrower has abandoned the Property, then Lender may do and pay for whatever is reasonable or appropriate to protect Lender's interest in the Property and rights under this Security Instrument, including protecting and/or assessing the value of the Property, and securing and/or repairing the Property. Lender's actions can include, but are not limited to: (a) paying any sums secured by a lien which has priority over this Security Instrument; (b) appearing in court; and (c) paying reasonable attorneys' fees to protect its interest in the Property and/or rights under this Security Instrument, including its secured position in a bankruptcy proceeding. Securing the Property includes, but is not limited to, entering the Property to make repairs, change locks, replace or board up doors and windows, drain water from pipes, eliminate building or other code violations or dangerous conditions, and have utilities turned on or off. Although Lender may take action under this Section 7, Lender does not have to

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do so and is not under any duty or obligation to do so. It is agreed that Lender incurs no liability for not taking any or all actions authorized under this Section 7.

Any amounts disbursed by Lender under this Section 7 shall become additional debt of Borrower secured by this Security Instrument. These amounts shall bear interest at the Note rate from the date of disbursement and shall be payable, with such interest, upon notice from Lender to Borrower requesting payment.

If this Security Instrument is on a leasehold, Borrower shall comply with all the provisions of the lease. Borrower shall not surrender the leasehold estate and interests herein conveyed or terminate or cancel the ground lease. Borrower shall not, without the express written consent of Lender, alter or amend the ground lease. If Borrower acquires fee title to the Property, the leasehold and the fee title shall not merge unless Lender agrees to the merger in writing.

8. Insurance. Mortgagor shall keep the mortgaged property continuously insured against loss or damage by fire, with extended coverage, and against other hazards as Mortgagee may reasonably require, with public liability insurance and property damage insurance, with an insurance company or companies satisfactory to Mortgagee, and in such total amounts as Mortgagee may require from time to time. Mortgagor shall keep the mortgaged property continuously insured against loss or damage by fire, with extended coverage, and against other hazards as Mortgagee may reasonably require, with public liability insurance and property damage insurance, with an insurance company or companies satisfactory to Mortgagee, and in such total amounts as Mortgagee may require from time to time. All policies, including policies for any amounts carried in excess of the required minimum and policies not specifically required by Mortgagee, shall be in a form satisfactory to Mortgagee; shall be maintained in full force and effect; shall be assigned and delivered to Mortgagee at or prior to closing, with premiums prepaid, as collateral security for payment of the indebtedness secured hereby; shall be endorsed with a standard mortgagee clause in favor of Mortgagee as first Mortgagee, not subject to contribution; and shall provide for at least 30 days' notice of cancellation to Mortgagee. If the insurance, or any part thereof, shall expire, be withdrawn, or become void or unsafe by Mortgagor's breach of any condition thereof, or become void or unsafe by reason of the failure or impairment of the capital of any company in which the insurance may then be carried, or, if for any reason whatever the insurance shall be unsatisfactory to Mortgagee, Mortgagor shall place new insurance on the mortgaged property satisfactory to Mortgagee. All renewal policies, with premiums paid, shall be delivered to Mortgagee at least 30 days before expiration of the old policies. In the event of loss, Mortgagor will give immediate notice thereof to Mortgagee, and Mortgagee may make proof of loss if not made promptly by Mortgagor. Each insurance company concerned is hereby authorized and directed to make payment under such insurance, including return of unearned premiums, directly to Mortgagee instead of to Mortgagor and Mortgagee jointly, and Mortgagor appoints Mortgagee, irrevocably, as Mortgagor's attorney-in-fact to indorse any draft therefor. At

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its election, Mortgagee shall have the right to retain and apply the proceeds of any such insurance to reduction of the indebtedness secured hereby, or to restoration or repair of the property damaged. If Mortgagee becomes the owner of the mortgaged property or any part thereof by foreclosure or otherwise, such policies, including all right, title, and interest of Mortgagor thereunder, shall become the absolute property of Mortgagee. Mortgagor shall produce proof of any and all insurance premiums to Mortgagee upon Mortgagee's request and within ten (10) days of closing. Failure to provide proof of insurance or maintain insurance of the property shall constitute a default of the terms of the Mortgage and shall entitle the Mortgagee any and all rights it has under this Mortgage.

9. Taxes and Other Charges. Mortgagor shall be responsible for all taxes whether real or personal on the property. However, Borrower must add Lender as an additional insured party on Borrower's policies up to the value of Lender's security or the total amount due to Lender whichever is greater and provide proof to Lender upon Lender's request.

10. Installments for Insurance, Taxes, and Other Charges. Without limiting the effect of Paragraphs 6 and 7 hereof, Mortgagor shall be responsible for any and all taxes, insurance, fees for remedy of any code enforcement liens, or otherwise on the property.

11. Future Taxes. Mortgagor shall be responsible for any and all future taxes on the property.

12. Security Agreement. This Mortgage constitutes a security agreement under the Uniform Commercial Code and creates a security interest in the personal property included in the mortgaged property. Mortgagor shall execute, deliver, file, and refile any financing statements or other security agreements Mortgagee may require to confirm the lien of this mortgage with respect to such property. Without limiting the foregoing, Mortgagor hereby irrevocably appoints Mortgagee attorney-in-fact for Mortgagor to execute, deliver, and file such instruments for and on behalf of Mortgagor.

13. Limitation on Additional Financing. Mortgagor shall not undertake additional financing secured by any lien or security interest on property encumbered in favor of Mortgagee to secure the loan without first obtaining Mortgagee's written consent. Any violation of the foregoing limitation shall, at the option of Mortgagee, be deemed an event of default hereunder.

14. Compliance with Law and Regulations. Mortgagor shall comply with all laws, ordinances, regulations, and orders of all federal, state, municipal, and other governmental authorities relating to the mortgaged property.

15. Inspection. Mortgagee and any persons authorized by Mortgagee shall have the

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right at any time, on reasonable notice (twenty (20) days is deemed reasonable between the parties) to Mortgagor, to enter the mortgaged property at a reasonable hour to inspect and photograph its condition and state of repair.

16. Notices. All notices given by Borrower or Lender in connection with this Security Instrument must be in writing. Any notice to Borrower in connection with this Security Instrument shall be deemed to have been given to Borrower when mailed by first class mail or when actually delivered to Borrower's notice address if sent by other means. Notice to any one Borrower shall constitute notice to all Borrowers unless Applicable Law expressly requires otherwise. The notice address shall be the Property Address unless Borrower has designated a substitute notice address by notice to Lender. Borrower shall promptly notify Lender of Borrower's change of address. If Lender specifies a procedure for reporting Borrower's change of address, then Borrower shall only report a change of address through that specified procedure. There may be only one designated notice address under this Security Instrument at any one time. Any notice to Lender shall be given by delivering it or by mailing it by first class mail to Lender's address stated herein unless Lender has designated another address by notice to Borrower. Any notice in connection with this Security Instrument shall not be deemed to have been given to Lender until actually received by Lender. If any notice required by this Security Instrument is also required under Applicable Law, the Applicable Law requirement will satisfy the corresponding requirement under this Security Instrument.

17. Declaration of No Setoff. Within one week after being requested to do so by Mortgagee, Mortgagor shall certify to Mortgagee or to any proposed assignee of this Mortgage, in a writing duly acknowledged, the amount of principal, interest, and other charges then owing on the obligation secured by this mortgage and whether there are any setoffs or defenses against it, and, if such setoffs or defenses are asserted, a detailed explanation thereof.

18. Required Notices. Mortgagor shall notify Mortgagee promptly of the occurrence of any of the following:

- (a) fire or other casualty causing damage to the mortgaged property;
- (b) receipt of notice of condemnation of the mortgaged property;
- (c) receipt of notice from any governmental authority relating to the structure, use, or occupancy of the mortgaged property;
- (d) substantial change in the occupancy of the mortgaged property; or
- (e) commencement of any litigation affecting the mortgaged property.

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19. Condemnation.

(a) In the event of any condemnation or taking of any part of the mortgaged property by eminent domain, alteration of the grade of any street, or other injury to, or decrease in the value of, the mortgaged property by any public or quasi-public authority or corporation, all proceeds (that is, the award or agreed compensation for the damages sustained) allocable to Mortgagor shall be applicable first to payment of the indebtedness secured hereby. No settlement for the damages sustained shall be made by Mortgagor without Mortgagee's prior written approval, which shall not be unreasonably withheld. Mortgagor shall continue to pay the installments of principal, interest, and other charges until payment of the proceeds shall have been received by Mortgagee in the full amount secured hereunder. All of the proceeds shall be applied in the order and in the amounts that Mortgagee, in Mortgagee's sole discretion, may elect to the payment of principal (whether or not then due and payable); to the payment of interest or any sums secured by this Mortgage; or toward payment to Mortgagor, on such reasonable terms as Mortgagee may specify, to be used for the sole purpose of altering, restoring, or rebuilding any part of the mortgaged property that may have been altered, damaged, or destroyed as a result of the taking, alteration of grade, or other injury to the mortgaged property.

(b) If, prior to the receipt of the proceeds by Mortgagee, the mortgaged property is sold on foreclosure of this Mortgage, Mortgagee shall have the right to receive the proceeds to the extent of:

(i) any deficiency found to be due to Mortgagee in connection with the foreclosure sale with legal interest thereon; and

(ii) reasonable counsel fees, costs, and disbursements incurred by Mortgagee in connection with collection of the proceeds and the proceedings to establish the deficiency.

(c) If the amount of the initial award of damages for the condemnation is insufficient to pay in full the indebtedness secured hereby with interest and other appropriate charges, Mortgagee shall have the right to prosecute to final determination or settlement an appeal or other appropriate proceedings in the name of Mortgagee or Mortgagor, for which Mortgagee is hereby appointed irrevocably as attorney-in-fact for Mortgagor, which appointment, being for security, is irrevocable. In that event, the expenses of the proceedings, including reasonable counsel fees, shall be paid first out of the proceeds, and only the excess, if any, paid to Mortgagee shall be credited against the amounts due under this Mortgage.

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(d) Nothing herein shall limit the rights otherwise available to Mortgagee, at law or in equity, including the right to intervene as a party to any condemnation proceeding.

20. No Leases. Mortgagor hereby represents that there are no leases or agreements to lease all or any part of the mortgaged property now in effect, except as previously disclosed by Mortgagor to Mortgagee.

21. Conveyance. Without the prior written consent of Mortgagee, Mortgagor will abstain from and will not cause or permit any sale, exchange, transfer, or conveyance of the mortgaged property or any part thereof, voluntarily or by operation of law (other than by execution on the Note or foreclosure under this Mortgage), or any transfer of shares of stock or control in Mortgagor, whether by sale, exchange, conveyance, merger, consolidation, or otherwise. Any violation of the foregoing limitations shall, at the option of Mortgagee, be deemed an event of default hereunder.

22. Right to Remedy Defaults. If Mortgagor fails to pay real estate or other taxes, assessments, water and sewer rents, charges and claims, or sums due under any prior lien or insurance premiums; fails to make necessary repairs; or permits waste, Mortgagee, at its election and without notice to Mortgagor, shall have the right to make any payment or expenditure and take any action that Mortgagor should have made or taken or which Mortgagee deems advisable to protect the security of this Mortgage or the mortgaged property, without prejudice to any of Mortgagee's rights or remedies available hereunder or otherwise at law or in equity. All such sums and costs advanced by Mortgagee under this Mortgage shall be due immediately from Mortgagor to Mortgagee, shall be secured hereby, and shall bear interest at a rate that shall be six percent (6%) higher than the then-effective rate specified by the Note from the date of payment by Mortgagee until the date of repayment. Mortgagee shall be subrogated to any rights, equities, and liens so discharged.

23. Events of Default. The following shall constitute events of default hereunder:

(a) Failure of Mortgagor to pay any installment of principal or interest, or any other sum, within 5 days after the date it is due under the Note or this Mortgage.

(b) Mortgagor's nonperformance of, or noncompliance with, any other agreements, conditions, covenants, provisions, or stipulations contained in the Note or in this Mortgage, or in any other document securing such note.

(c) Any assignment for the benefit of creditors made by Mortgagor, any shareholder of Mortgagor, or the person executing the guaranty of even date herewith given

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to Mortgagee in connection with the loan.

(d) Appointment of a receiver, liquidator, or trustee of Mortgagor (which term for the purposes of this subparagraph (d) shall be deemed to include any shareholder of Mortgagor) or of any of the property of Mortgagor; insolvency of Mortgagor or the adjudication of Mortgagor as bankrupt; the filing by Mortgagor of any petition for the bankruptcy, reorganization, or arrangement of Mortgagor under the Federal Bankruptcy Act or any similar statute; the institution by Mortgagor of any proceeding for the dissolution or liquidation of Mortgagor; or the filing against Mortgagor of any such petition or institution, unless the same be discharged within 30 days after the filing or institution.

(e) The rendering by any court of last resort of a decision that an undertaking by Mortgagor (as herein provided) to pay any tax, assessment, levy, liability, obligation, or encumbrance is legally inoperative or cannot be enforced, or the passage of any law changing in any way or respect the laws now in force for the taxation of mortgages or debts secured thereby for any purpose, or the manner of collection of any such tax, so as to affect this Mortgage or the debt secured hereby.

24. Remedies.

(a) On the happening of any event of default, this conveyance shall become absolute, and the entire unpaid balance of the principal, the accrued interest, and all other sums secured by this Mortgage shall become immediately due and payable, at the option of Mortgagee, without notice or demand.

(b) When the entire indebtedness shall become due and payable because of maturity, the occurrence of any event of default, or otherwise, then forthwith:

(i) Foreclosure. Mortgagee may institute an action to foreclose this mortgage against the mortgaged property or take such other action at law or in equity for the enforcement of this Mortgage and realization on the mortgage security or any other security herein or elsewhere provided for, as the law may allow, and may proceed therein to final judgment and execution for the entire unpaid balance of the principal debt, with interest at the rate stipulated in the Note to the date of default, and, thereafter, at a rate that shall be 8% higher than the then-effective rate specified in the Note at the time of default, together with all other sums due by Mortgagor in accordance with the provisions of the Note and this Mortgage, including all sums that may have been lent by Mortgagee to Mortgagor after the date of this Mortgage, and all sums that may have been advanced by Mortgagee for taxes, water or sewer rents, charges or claims, payments on prior

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liens, or insurance or repairs to the mortgaged property, and all costs of legal action, together with interest at such rate, on any judgment obtained by Mortgagee from and after the date of any foreclosure sale until actual payment is made of the full amount due Mortgagee, including but not limited to reasonable attorney's fees and costs; or Mortgagee may foreclose only as to the sum past due with interest and costs, as provided above, without injury to this Mortgage or the displacement or impairment of the remainder of the lien thereof, and, at such foreclosure sale, the mortgaged property shall be sold subject to all remaining items of indebtedness; and Mortgagee may again foreclose, in the same manner, as often as there may be any sum past due; or

(ii) Possession. Mortgagee may enter into possession of the mortgaged property with or without legal action and by force if necessary. Mortgagee may then collect therefrom all rentals (which term shall also include sums payable for use and occupation) and, after deducting all costs of collection and administration expenses, apply the net rentals to any or all of the following in such order and amounts as Mortgagee, in Mortgagee's sole discretion, may elect: the payment of taxes, water and sewer rents, charges and claims, insurance premiums, and all other carrying charges; the maintenance, repair, or restoration of the mortgaged property; and on account and in reduction of the principal or interest, or both, hereby secured. In and for that purpose, Mortgagor hereby assigns to Mortgagee all rentals due and to become due under any lease or leases or rights to use and occupation of the mortgaged property hereafter created, as well as all rights and remedies provided in such lease or leases or at law or in equity for the collection of the rentals. Mortgagee shall be entitled to the appointment of a receiver of all the rents, issues, and profits, as a matter of strict right, regardless of the value of the mortgaged property and the solvency or insolvency of Mortgagor and other persons liable to pay such indebtedness. Mortgagor hereby specifically waives the right to object to the appointment of a receiver as aforesaid and hereby expressly consents that such appointment shall be made as an admitted equity and that the same may be done without notice to Mortgagor.

(c) Mortgagee shall have the right to bring an appropriate action to recover any sums required to be paid by Mortgagor under the terms of this Mortgage, as they become due, without regard to whether the principal indebtedness or any other sums secured by the Note and this Mortgage shall be due, and without prejudice to the right of Mortgagee thereafter to bring an action to foreclose this Mortgage, or any other action, for any default by Mortgagor existing at the time the earlier action was commenced.

(d) Any real estate sold under any action to foreclose this mortgage or under

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any other judicial proceedings under this Mortgage or the Note may be sold in one parcel, as an entirety, or in such parcels or condominium units and in such manner or order as Mortgagee, in its sole discretion, may elect.

25. Rights and Remedies Cumulative.

(a) The rights and remedies of Mortgagee as provided in the Note and in this Mortgage shall be cumulative and concurrent; may be pursued separately, successively, or together against Mortgagor, the mortgaged property, or both, at the sole discretion of Mortgagee; and may be exercised as often as occasion therefor shall arise. The failure to exercise any such right or remedy shall in no event be construed as a waiver or release thereof.

(b) Any failure by Mortgagee to insist on strict performance by Mortgagor of any of the terms and provisions of this Mortgage or the Note shall not be deemed to be a waiver of any of the terms or provisions thereof, and Mortgagee shall have the right thereafter to insist on strict performance by Mortgagor of any and all of them.

(c) Neither Mortgagor nor any other person now or hereafter obligated for payment of all or any part of the sums now or hereafter secured by this Mortgage shall be relieved of such obligation by reason of the failure of Mortgagee to comply with any request of Mortgagor or of any other person so obligated to take action to foreclose on this mortgage or otherwise enforce any provisions of the Mortgage or the Note; by reason of the release, regardless of consideration, of all or any part of the security held for the indebtedness secured by this Mortgage; or by reason of any agreement or stipulation between any subsequent owner of the mortgaged property and Mortgagee extending the time of payment or modifying the terms of the Mortgage or Note without first having obtained the consent of Mortgagor or such other person. In the latter event, Mortgagor and all such other persons shall continue to be liable to make payments according to the terms of any such extension or modification agreement unless expressly released and discharged in writing by Mortgagee.

(d) Mortgagee may release, regardless of consideration, any part of the security held for the indebtedness secured by this Mortgage without, as to the remainder of the security, in any way impairing or affecting the lien of this Mortgage or its priority over any subordinate lien.

(e) For payment of the indebtedness secured hereby, Mortgagee may resort to any other security therefor held by Mortgagee in such order and manner as Mortgagee may elect.

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26. Breach/Acceleration of Note and Mortgage. If Borrower is in default in accordance with Paragraph 20, but not limited to Paragraph 20, the Borrower expressly waives their right to receive notice of acceleration of default and waive any and all other conditions precedent to initiating a judicial foreclosure action on the Mortgaged Property. The Lender may require Borrower to pay the full amount of principal immediately upon acceleration without notice. **A Default of the loan may result in foreclosure by judicial proceeding and sale of the Property. Immediate payment in full will be required without notice or demand. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in the Mortgage, including, but not limited to reasonable attorney's fees, court costs, costs of documentary evidence, abstracts, costs of title evidence and any other related costs in connection with the borrower's default.**

Borrower has the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the non-existence of a default or any other defense to acceleration and foreclosure. If the default is not cured on or before the date specified by the Lender at its option Lender may foreclose the Mortgage and Note.

27. Mortgagor's Waivers. Mortgagor hereby waives and releases

(a) all errors, defects, and imperfections in any proceeding instituted by Mortgagee under the Note, this Mortgage, or both of them;

(b) all benefit that might accrue to Mortgagor by virtue of any present or future law exempting the mortgaged property, or any part of the proceeds arising from any sale thereof from attachment, levy, sale on execution, or providing for any stay of execution, exemption from civil process, or extension of time for payment; and

(c) unless specifically required herein, all notices of Mortgagor's default or of Mortgagee's election to exercise or Mortgagee's actual exercise of any option under the Note or this Mortgage.

(d) any and all rights to a jury trial if the Borrower is in default of any of the terms and conditions of the Note and Mortgage.

(e) any and all rights to assert any statute of limitations as a defense to the Loan Documents and the Obligations secured by this Mortgage, to the fullest extent permitted by Governmental Requirements.

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(f) any and all rights to filing for bankruptcy.

(g) any and all rights to any attorney's fees and costs in any proceeding in which Lender is a party.

28. Assignment of Rents. Borrower hereby agrees that in the event of the Borrower's default which is designated, but not limited in Paragraph 20 of this agreement to the assignment of any and all rents collected and thereafter to be forever assigned, transferred, or designated to Lender or Lender's agents, employees, assigns, heirs or otherwise. Upon default, Lender shall provide Borrower with written Demand for assignment of payment of rents to Lender. Borrower further agrees to turn over any and all rents in his possession at the time of written demand or collected thereafter less payments of any expenses authorized by Lender in writing if applicable. Lender shall hold a lien on any and all rents owed to the Borrower or collected by the Borrower upon the Borrower's default. Upon Default, Borrower further agrees to provide Lender with an accounting of any and all rents paid, owed, and any and all amounts due in the future. Borrower also agrees to the assignment and release of any and all rights pertaining to the rents collected, advanced or owed in the present and future to the Lender or Lender's agents, employees, assigns, heirs or otherwise upon the Borrower's default. In the event of foreclosure, the Borrower further agrees to relinquish any and all rents collected or owed thereafter to Lender or Lender's agents, employees, assigns, heirs, or otherwise without the necessity of court intervention upon reasonable notice as designated above.

29. Joint and Several Liability; Co-signers; Successors and Assigns Bound.

Borrower covenants and agrees that Borrower's obligations and liability shall be joint and several. However, any Borrower who co-signs this Security Instrument but does not execute the Note (a "co-signer"): (a) is co-signing this Security Instrument only to mortgage, grant and convey the co-signer's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower can agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without the co-signer's consent.

Subject to the provisions of Section 18, any Successor in Interest of Borrower who assumes Borrower's obligations under this Security Instrument in writing, and is approved by Lender, shall obtain all of Borrower's rights and benefits under this Security Instrument. Borrower shall not be released from Borrower's obligations and liability under this Security Instrument unless Lender agrees to such release in writing. The covenants and agreements of this Security Instrument shall

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bind (except as provided in Section 20) and benefit the successors and assigns of Lender.

30. Attorneys' Fees. If Mortgagee becomes a party to any suit or proceeding affecting the mortgaged property or title thereto, the lien created by this Mortgage or Mortgagee's interest therein, or, if Mortgagee engages counsel to collect any of the indebtedness or to enforce performance of the agreements, conditions, covenants, provisions, or stipulations of this Mortgage or the Note, Mortgagee's costs, expenses, and reasonable attorneys' fees, whether or not suit is instituted, shall be paid to Mortgagee by Mortgagor on demand with interest at the then-effective rate set forth in the Note, and, until paid, these amounts of money shall be deemed to be part of the indebtedness evidenced by the Note and secured by this Mortgage.

As used in this Security Instrument and the Note, attorneys' fees shall include those awarded by an appellate court and any attorneys' fees incurred in a bankruptcy proceeding.

31. Future Advances. Under section 697.04, Florida Statutes, this Mortgage shall secure not only the existing indebtedness evidenced by the Note, but also such future advances as may be made by Mortgagee to Mortgagor. In the event that this loan is not paid in full by the maturity date of August 1, 2025, this Note and Mortgage may be extended at the sole discretion of the Lender for an additional term from the said original maturity date of August 1, 2025 and the Borrower agrees to pay an extension fee of FIVE (5%) percent of the loan balance for 12 month extension. This extension will not act as a waiver nor forgiveness of any obligation of the Borrower made under this Note. In the event of the extension of this Note and Mortgage the lender retains all its rights, remedies and actions with regard to any default under this Note and Mortgage security instrument executed by the Borrower.

32. Communications. All communications required under this Mortgage or the Note shall be in writing and shall be sent by registered or certified mail, postage prepaid, addressed to Mortgagor and Mortgagee at the address set forth in the heading of this Mortgage or in the Note or to such other address as either party may designate by notice to the other in the manner set forth herein.

33. Amendment. This Mortgage cannot be changed or amended except by agreement in writing signed by the party against whom enforcement of the change is sought.

34. Construction. Whenever used in this Mortgage, unless the context clearly indicates a contrary intent:

- (a) The word "Mortgagor" shall mean the person who executes this Mortgage and any subsequent owner of the mortgaged property and his or her respective heirs, executors, administrators, successors, and assigns.

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(b) The word "Mortgagee" shall mean the person specifically named herein as "Mortgagee", or any subsequent holder of this Mortgage.

(c) The word "person" shall mean individual, corporation, partnership, or unincorporated association.

(d) The use of any gender shall include all genders.

(e) The singular number shall include the plural and the plural the singular, as the context may require.

(f) If Mortgagor is more than one person, all agreements, conditions, covenants, provisions, stipulations, warrants of attorney, authorizations, waivers, releases, options, undertakings, rights, and benefits made or given by Mortgagor shall be joint and several and shall bind and affect all persons who are defined as Mortgagor as fully as though all of them were specifically named herein wherever the word "Mortgagor" is used.

35. Borrower Not Released; Forbearance by Lender Not a Waiver. Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to Borrower or any Successor in Interest of Borrower shall not operate to release the liability of Borrower or any Successors in Interest of Borrower. Lender shall not be required to commence proceedings against any Successor in Interest of Borrower or to refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or any Successors in Interest of Borrower. Any forbearance by Lender in exercising any right or remedy including, without limitation, Lender's acceptance of payments from third persons, entities or Successors in Interest of Borrower or in amounts less than the amount then due, shall not be a waiver of or preclude the exercise of any right or remedy.

36. Severability. If any of the provisions in this Mortgage is deemed to be unenforceable by law, then that specific provision will be stricken, and the rest of the Mortgage will remain in full force and effect.

37. Captions. The captions preceding the text of the paragraphs or subparagraphs of this Mortgage are inserted only for convenience of reference and shall not constitute a part of this Mortgage, nor shall they in any way affect its meaning, construction, or effect.

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IN WITNESS WHEREOF, Mortgagor has caused this Mortgage to be duly executed as of the day and year first written above.

Brooksville Rose Rush RV, LLC
By:

Grant Manukyan
By: Grant Manukyan
Its: member

Signed in the presence of:

Sharon Wheatley
Sharon Wheatley
Printed Witness Name
8/2/24
Date

Signed in the presence of:

Brenda L. Nicolosi
Brenda L. Nicolosi
Printed Witness Name
8/2/24
Date

STATE OF Florida
COUNTY OF Hernando

The foregoing was acknowledged before me this 2nd day of August 2024, by Grant Manukyan its, member of Brooksville Rose Rush RV, LLC who is personally known to me or has produced DL as identification.

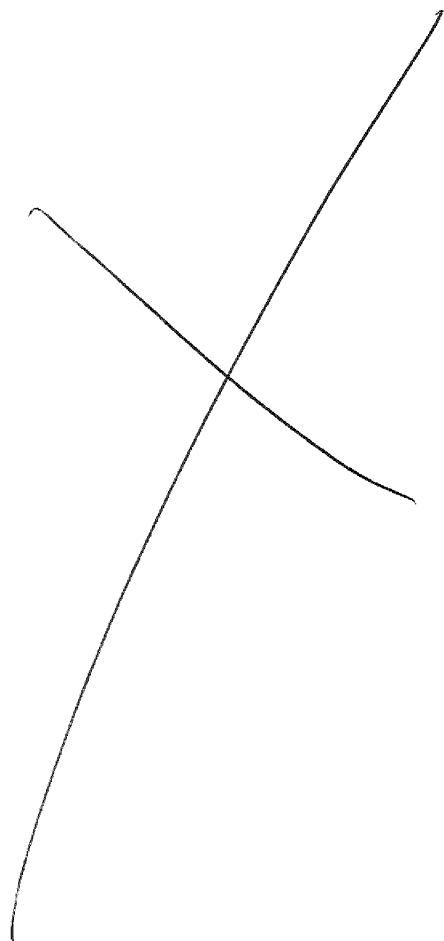


SHARON WHEATLEY
Commission # HH 423366
Expires August 7, 2027

Sharon Wheatley
Notary Public
State of Florida

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