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MORTGAGE DEED AND SECURITY AGREEMENT

OR3917 PG4777

THIS MORTGAGE DEED (the Mortgage), dated as of July 23, 1987, by and between BETA LAMBDA HOUSE CORPORATION OF DELTA, DELTA, DELTA, INC., a Florida corporation (hereinafter called Mortgagor) and Sun Bank, National Association, a national banking association organized and existing under the laws of the United States of America, having an office at Post Office Box 3467, Orlando, Florida 32802 (hereinafter called Mortgagee);

W I T N E S S E T H:

That in consideration of the premises and in order to secure the payment of both the principal of, and interest and any other sums payable on the note (as hereinafter defined) or this Mortgage and the performance and observance of all of the provisions hereof and of said note, Mortgagor hereby grants, sells, warrants, conveys, assigns, transfers, mortgages and sets over and confirms unto Mortgagee, all of Mortgagor's estate, right, title and interest in, to and under all that certain real property situate in Orange County, Florida, more particularly described in Exhibit "A" attached hereto and incorporated herein.

TOGETHER WITH all improvements now or hereafter located on said real property and all fixtures, appliances, apparatus, equipment, furnishings, heating and air conditioning equipment, machinery and articles of personal property and replacement thereof (other than those owned by lessees of said real property) now or hereafter affixed to, attached to, placed upon, or used in any way in connection with the complete and comfortable use, occupancy, or operation of the said real property, all licenses and permits used or required in connection with the use of said real property, all leases of said real property now or hereafter entered into and all right, title and interest of Mortgagor thereunder, including without limitation, cash or securities deposited thereunder pursuant to said leases, and all rents, issues, proceeds, and profits accruing from said real property and together with all proceeds of the conversion, voluntary or involuntary of any of the foregoing into cash or liquidated claims, including without limitation, proceeds of insurance and condemnation awards (the foregoing said real property, tangible and intangible personal property hereinafter referred to collectively as the Mortgaged Property). Mortgagor hereby grants to Mortgagee a security interest in the foregoing described tangible and intangible personal property.

TO HAVE AND TO HOLD the Mortgaged Property, together with all and singular the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining and the reversion and reversions thereof and all the estate, right, title, interest, homestead, dower and right of dower, separate estate, possession, claim and demand whatsoever, as well in law as in equity, of Mortgagor and unto the same, and every part thereof, with the appurtenances of Mortgagor in and to the same, and every part and parcel thereof unto Mortgagee.

Mortgagor warrants that Mortgagor has a good and marketable title to an indefeasible leasehold estate in the real property plus a fee simple interest in all improvements thereon comprising the Mortgaged Property subject to no lien, charge or encumbrance except such as Mortgagee has agreed to accept in writing and Mortgagor covenants that this Mortgage is and will remain a valid and enforceable mortgage on the Mortgaged Property subject only to the exceptions herein provided. Mortgagor has full power and lawful authority to mortgage the Mortgaged

This instrument was prepared by:  
Jeffrey P. Wieland of  
MAGUIRE, VOORHIS & WELLS, P.A.  
Two South Orange Avenue  
Orlando, Florida 32801  
Return to:

Property in the manner and form herein done or intended hereafter to be done. Mortgagor will preserve such title and will forever warrant and defend the same to Mortgagee and will forever warrant and defend the validity and priority of the lien hereof against the claims of all persons and parties whomsoever.

Mortgagor will, at the cost of Mortgagor, and without expense to Mortgagee, do, execute, acknowledge and deliver all and every such further acts, deeds, conveyances, mortgages, assignments, notices of assignment, transfers and assurances as Mortgagee shall from time to time require in order to preserve the priority of the lien of this Mortgage or to facilitate the performance of the terms hereof.

PROVIDED, HOWEVER, that if Mortgagor shall pay to Mortgagee the indebtedness in the principal sum of \$410,000.00 as evidenced by that certain promissory note (the Note), of even date herewith, or any renewal or replacement of such Note, executed by Mortgagor and payable to order of Mortgagee, with interest and upon the terms as provided therein, and together with all other sums advanced by Mortgagee to or on behalf of Mortgagor pursuant to the Note or this Mortgage, the final maturity date of the Note and this Mortgage as specified in the Note and shall perform all other covenants and conditions of the Note, all of the terms of which Note are incorporated herein by reference as though set forth fully herein, and of any renewal, extension or modification, thereof and of this Mortgage, then this Mortgage and the estate hereby created shall cease and terminate.

Mortgagor further covenants and agrees with Mortgagee as follows:

1. To pay all sums, including interest secured hereby when due, as provided for in the Note and any renewal, extension or modification thereof and in this Mortgage, all such sums to be payable in lawful money of the United States of America at Mortgagee's aforesaid principal office, or at such other place as Mortgagee may designate in writing.

2. To pay when due, and without requiring any notice from Mortgagee, all taxes, assessments of any type or nature and other charges levied or assessed against the Mortgaged Property or this Mortgage and produce receipts therefore upon demand. To immediately pay and discharge any claim, lien or encumbrance against the Mortgaged Property which may be or become superior to this Mortgage and to permit no default or delinquency on any other lien, encumbrance or charge against the Mortgaged Property.

3. If required by Mortgagee, to also make monthly deposits with Mortgagee, in a non-interest bearing account, together with and in addition to interest and principal, of a sum equal to one-twelfth of the yearly taxes and assessments which may be levied against the Mortgaged Property, and (if so required) one-twelfth of the yearly premiums for insurance thereon. The amount of such taxes, assessments and premiums, when unknown, shall be estimated by Mortgagee. Such deposits shall be used by Mortgagee to pay such taxes, assessments and premiums when due. Any insufficiency of such account to pay such charges when due shall be paid by Mortgagor to Mortgagee on demand. If, by reason of any default by Mortgagor under any provision of this Mortgage, Mortgagee declares all sums secured hereby to be due and payable, Mortgagee may then apply any funds in said account against the entire indebtedness secured hereby. The enforceability of the covenants relating to taxes, assessments and insurance premiums herein otherwise provided shall not be affected except insofar as those obligations have been met by compliance with this paragraph. Mortgagee may from time to time at its option waive, and after any such waiver reinstate, any or

all provisions hereof requiring such deposits, by notice to Mortgagor in writing. While any such waiver is in effect, Mortgagor shall pay taxes, assessments and insurance premiums as herein elsewhere provided.

4. To promptly pay all taxes and assessments assessed or levied under and by virtue of any state, federal, or municipal law or regulation hereafter passed, against Mortgagee upon this Mortgage or the debt hereby secured, or upon its interest under this Mortgage, provided however, that the total amount so paid for any such taxes pursuant to this paragraph together with the interest payable on said indebtedness shall not exceed the highest lawful rate of interest in Florida and provided further that in the event of the passage of any such law or regulation imposing a tax or assessment against Mortgagee upon this Mortgage or the debt secured hereby, that the entire indebtedness secured by this Mortgage shall thereupon become immediately due and payable at the option of Mortgagee, unless Mortgagor reimburses Mortgagee for such tax or assessment paid by Mortgagee within 5 days of receipt by Mortgagor of written notice of same from Mortgagee.

5. To keep the Mortgaged Property insured against loss or damage by fire, and all perils insured against by an extended coverage endorsement, and such other risks and perils as Mortgagee in its discretion may require. The policy or policies of such insurance shall be in the form in general use from time to time in the locality in which the Mortgaged Property is situated, shall be in such amount as Mortgagee may reasonably require, shall be issued by a company or companies approved by Mortgagee, and shall contain a standard mortgagee clause with loss payable to Mortgagee. Whenever required by Mortgagee, such policies, shall be delivered immediately to and held by Mortgagee. Any and all amounts received by Mortgagee under any of such policies may be applied by Mortgagee on the indebtedness secured hereby in such manner as Mortgagee may, in its sole discretion, elect or, at the option of Mortgagee, the entire amount so received or any part thereof may be released. Neither the application nor the release of any such amounts shall cure or waive any default. Upon exercise of the power of sale given in this Mortgage or other acquisition of the Mortgaged Property or any part thereof by Mortgagee, such policies shall become the absolute property of Mortgagee.

6. To first obtain the written consent of Mortgagee, which consent shall not be unreasonably withheld or delayed by Mortgagee, before (a) removing or demolishing any building now or hereafter erected on the premises, (b) altering the arrangement, design or structural character thereof, (c) making any repairs which involve the removal of structural parts or the exposure of the interior of such building to the elements, (d) cutting or removing or permitting the cutting and removal of any trees or timber on the Mortgaged Property, (e) removing or exchanging any tangible personal property which is part of the Mortgaged Property, or (f) entering into or modifying any leases or subleases of the Mortgaged Property.

7. To maintain the Mortgaged Property in good condition and repair, including but not limited to the making of such repairs as Mortgagee may from time to time determine to be necessary for the preservation of the Mortgaged Property and to not commit or permit any waste thereof, and Mortgagee shall have the right to inspect the Mortgaged Property on reasonable notice to Mortgagor.

8. To comply with all laws, ordinances, regulations, covenants, conditions and restrictions affecting the Mortgaged Property, and not to cause or permit any violation thereof.

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9. If Mortgagor fails to pay any claim, lien or encumbrance which is superior to this Mortgage, or when due, any tax or assessment or insurance premium, or to keep the Mortgaged Property in repair, or shall commit or permit waste, or if there be commenced any action or proceeding affecting the Mortgaged Property or the title thereto, or the interest of Mortgagee therein, including, but not limited to, eminent domain and bankruptcy or reorganization proceedings, then Mortgagee, at its option, 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 such action or proceeding and retain counsel therein, and take such action therein as Mortgagee deems advisable, and for any of such purposes Mortgagee may advance such sums of money, including all costs, reasonable attorney's fees and other items of expense as it deems necessary. Mortgagee shall be the sole judge of the legality, validity and priority of any such claim, lien, encumbrance, tax, assessment and premium and of the amount necessary to be paid in satisfaction thereof. Mortgagee shall not be held accountable for any delay in making any such payment, which delay may result in any additional interest, costs, charges, expenses or otherwise.

10. Mortgagor will pay to Mortgagee, immediately and without demand, all sums of money advanced by Mortgagee to protect the security hereof pursuant to this Mortgage, including all costs, reasonable attorney's fees and other items of expense, together with interest on each such advancement at the highest lawful rate of interest per annum allowed by the laws of the State of Florida, and all such sums and interest thereon shall be secured hereby.

11. All sums of money secured hereby shall be payable without any relief whatever from any valuation or appraisement laws.

12. If default be made in payment of any installment of principal or interest of the Note or any part thereof when due, or in payment, when due, of any other sum secured hereby, and such default remains uncured for twenty (20) days or more, or if a default be made in performance of any of Mortgagor's obligations, covenants or agreements hereunder, and such default remains uncured for thirty (30) days or more following receipt of written notice by Mortgagor from Mortgagee specifying such event of non-monetary default, then all of the indebtedness secured hereby shall become and be immediately due and payable at the option of Mortgagee, without further notice or demand which are hereby expressly waived, in which event Mortgagee may avail itself of all rights and remedies, at law or in equity, and this Mortgage may be foreclosed with all rights and remedies afforded by the laws of Florida and Mortgagor shall pay all costs, charges and expenses thereof, including a reasonable attorney's fee, including all such costs, expenses and attorney's fees, for any retrial, rehearing or appeals. The indebtedness secured hereby shall bear interest at the highest lawful rate of interest per annum allowed by the law of the State of Florida from and after the date of any such default of Mortgagor. If the Note provides for installment payments, the Mortgagee may, at its option, collect a late charge as may be provided for in the Note, to reimburse the Mortgagee for expenses in collecting and servicing such installment payments.

13. If default be made in payment, when due, of any indebtedness secured hereby, or in performance of any of Mortgagor's obligations, covenants or agreements hereunder:

(a) Mortgagee is authorized at any time, with notice, to the Dean of Student's Office at the University of Central Florida, in its sole discretion to enter upon and take



possession of the Mortgaged Property or any part thereof, to perform any acts Mortgagee deems necessary or proper to conserve the security and to collect and receive all rents, issues and profits thereof, including those past due as well as those accruing thereafter; and

(b) Mortgagee shall be entitled, as a matter of strict right, without notice and ex parte, and without regard to the value or occupancy of the security, or the solvency of Mortgagor, or the adequacy of the Mortgaged Property as security for the Note, to have a receiver appointed to enter upon and take possession of the Mortgaged Property, collect the rents and profits therefrom and apply the same as the court may direct, such receiver to have all the rights and powers permitted under the laws of the State of Florida.

In either such case, Mortgagee or the receiver may also take possession of, and for these purposes use, any and all personal property which is a part of the Mortgaged Property and used by Mortgagor in the rental or leasing or subleasing thereof or any part thereof. The expense (including receiver's fees, counsel fees, costs and agent's compensation) incurred pursuant to the powers herein contained shall be secured hereby. Mortgagee shall (after payment of all costs and expenses incurred) apply such rents, issues and profits received by it on the indebtedness secured hereby in such order as Mortgagee determines. The right to enter and take possession of the Mortgaged Property, to manage and operate the same, and to collect the rents, issues and profits thereof, whether by a receiver or otherwise, shall be cumulative to any other right or remedy hereunder or afforded by law, and may be exercised concurrently therewith or independently thereof. Mortgagee shall be liable to account only for such rents, issues and profits actually received by Mortgagee.

14. If the indebtedness secured hereby is now or hereafter further secured by chattel mortgages, security interests, financing statements, pledges, contracts of guaranty, assignments of leases, or other securities, or if the Mortgaged Property hereby encumbered consists of more than one parcel of real property, Mortgagee may at its option exhaust any one or more of said securities and security hereunder, or such parcels of the security hereunder, either concurrently or independently, and in such order as it may determine.

15. This Mortgage shall secure not only existing indebtedness, but also such future advances, whether such advances are obligatory or to be made at the option of Mortgagee, or otherwise, as are made within twenty (20) years from the date hereof, to the same extent as if such future advances were made on the date of the execution of this Mortgage, but such secured indebtedness shall not exceed at any time the maximum principal amount of two times the amount of the Note, plus interest thereon, and any disbursements made for the payment of taxes, levies, or insurance, on the Mortgaged Property, with interest on such disbursements. Any such future advances, whether obligatory or to be made at the option of the Mortgagee, or otherwise, may be made either prior to or after the due date of the Note or any other notes secured by this Mortgage. All covenants and agreements contained in this Mortgage shall be applicable to all further advances made by Mortgagee to Mortgagor under this future advance clause.

16. No delay by Mortgagee in exercising any right or remedy hereunder, or otherwise afforded by law, shall operate as a waiver thereof or preclude the exercise thereof during the continuance of any default hereunder. No waiver by Mortgagee of any default shall constitute a waiver of or consent to subsequent defaults. No failure of Mortgagee to exercise any option herein given to accelerate maturity of the debt hereby secured,

no forbearance by Mortgagee before or after the exercise of such option and no withdrawal or abandonment of foreclosure proceeding by Mortgagee shall be taken or construed as a waiver of its right to exercise such option or to accelerate the maturity of the debt hereby secured by reason of any past, present or future default on the part of Mortgagor; and, in like manner, the procurement of insurance or the payment of taxes or other liens or charges by Mortgagee shall not be taken or construed as a waiver of its right to accelerate the maturity of the debt hereby secured.

17. Without affecting the liability of Mortgagor or any other person (except any person expressly released in writing) for payment of any indebtedness secured hereby or for performance of any obligation contained herein, and without affecting the rights of Mortgagee with respect to any security not expressly released in writing, Mortgagee may, at any time and from time to time, either before or after the maturity of said note, and without notice or consent:

(a) Release any person liable for payment of all or any part of the indebtedness or for performance of any obligation;

(b) Make any agreement extending the time or otherwise altering the terms of payment of all or any part of the indebtedness, or modifying or waiving any obligation, or subordinating, modifying or otherwise dealing with the lien or charge hereof;

(c) Exercise or refrain from exercising or waive any right Mortgagee may have;

(d) Accept additional security of any kind; and

(e) Release or otherwise deal with any property, real or personal, securing the indebtedness, including all or any part of the Mortgaged Property.

18. Any agreement hereafter made by Mortgagor and Mortgagee pursuant to this mortgage shall be superior to the rights of the holder of any intervening lien or encumbrance.

19. Mortgagor hereby waives all right of homestead exemption, if any, in the Mortgaged Property.

20. In the event of condemnation proceedings of the Mortgaged Property, the award or compensation payable thereunder is hereby assigned to and shall be paid to Mortgagee. Mortgagee shall be under no obligation to question the amount of any such award or compensation and may accept the same in the amount in which the same shall be paid. In any such condemnation proceedings, Mortgagee may be represented by counsel selected by Mortgagee. The proceeds of any award or compensation so received shall, at the option of Mortgagee, either be applied to the prepayment of the Note and at the rate of interest provided therein, regardless of the rate of interest payable on the award by the condemning authority, or at the option of Mortgagee, such award shall be paid over to Mortgagor for restoration of the Mortgaged Property.

21. If Mortgagee, pursuant to a construction loan agreement or loan commitment made by Mortgagee with Mortgagor, agrees to make construction loan advances up to the principal amount of the Note, then Mortgagor hereby covenants that it will comply with all of the terms, provisions and covenants of said construction loan agreement or loan commitment, will diligently construct the improvements to be built pursuant to the terms thereof, all of the terms thereof which are incorporated herein by reference as though set forth fully herein and will permit no

defaults to occur thereunder and if a default shall occur thereunder, it shall constitute a default under this Mortgage and the Note.

22. At the option of Mortgagee, Mortgagor shall provide Mortgagee with periodic certified audited statements of the operations of and the financial condition of Mortgagor.

23. The loan represented by this Mortgage and the Note is personal to the Mortgagor and the Mortgagee made the loan to the Mortgagor based upon the credit of the Mortgagor and the Mortgagee's judgment of the ability of the Mortgagor to repay all sums due under this Mortgage, and therefore this Mortgage may not be assumed by any subsequent holder of an interest in the Mortgaged Property. If all or any part of the Mortgaged Property, or any interest therein, is sold, conveyed, assigned, transferred (including a transfer by agreement for deed or land contract) or further encumbered by Mortgagor without Mortgagee's prior written consent excluding the grant of any sublease in the Mortgaged Property not containing an option to purchase, which sublease is made in the ordinary course of Mortgagor's business, then in that event Mortgagee may declare all sums secured by this Mortgage immediately due and payable.

24. Mortgagor represents and warrants that if a corporation, it is duly organized and validly existing, in good standing under the laws of the state of its incorporation, has stock outstanding which has been duly and validly issued, and is qualified to do business and is in good standing in the State of Florida, with full power and authority to consummate the loan contemplated hereby; and, if a partnership, it is duly formed and validly existing, and is fully qualified to do business in the State of Florida; with full power and authority to consummate the loan contemplated hereby.

25. 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 of the remaining provisions of this Mortgage. The total interest payable pursuant to the Note or this Mortgage shall not in any one year exceed the highest lawful rate of interest permitted in the State of Florida.

26. The covenants and agreements herein contained shall bind and the benefits and advantages shall inure to the respective heirs, executors, administrators, successors, and assigns of the parties hereto. Wherever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders. All covenants, agreements and undertakings shall be joint and several. In the event additional numbered covenants or paragraphs are for convenience inserted in this Mortgage, such additional covenants shall be read and given effect as though following this covenant in consecutive order.

27. See Addendum attached hereto and by this reference made a part hereof.

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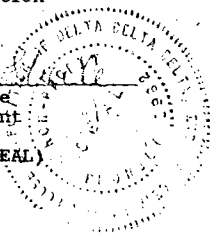
IN WITNESS WHEREOF, Mortgagor has duly executed this Mortgage as of the date first above written.

BETA LAMBDA HOUSE CORPORATION  
OF DELTA, DELTA, DELTA, INC.,  
a Florida corporation

Jay A. Whitlock  
Susan E. Bledsoe

By: Susan L. Eberle  
Susan L. Eberle  
As its President

(CORPORATE SEAL)



STATE OF FLORIDA     )  
                              )SS:  
COUNTY OF ORANGE    )

23 The foregoing instrument was acknowledged before me this day of July, 1987, by Susan L. Eberle, as the President of Beta Lambda House Corporation of Delta, Delta, Delta, Inc., a Florida corporation on behalf of the corporation.



(047/wp2076)

Susan E. Bledsoe  
Notary Public

My commission expires:  
Notary Public State of Florida at Large  
My Commission expires Jan. 16, 1990

OR3917 PG4784

## ADDENDUM TO MORTGAGE

1. Lease Interest. This Mortgage encumbers a leasehold interest in the Mortgaged Property, and Mortgagor's fee simple interest in all improvements hereafter constructed thereon, said lease creating said leasehold interest being that certain Sub-Lease dated 11-9-68, 1987 between BOARD OF REGENTS OF THE STATE OF FLORIDA, THE UNIVERSITY OF CENTRAL FLORIDA and BETA LAMBDA HOUSE CORPORATION OF DELTA, DELTA, DELTA, INC., regarding the Mortgaged Property ("the Lease"), a copy of which is attached hereto as Exhibit "B". With respect to the Lease, the Mortgagor covenants and agrees for and on behalf of the Mortgagee as follows:

A. Conformity with Lease: This Mortgage was lawfully executed and delivered in conformity with and according to the provisions of the Lease.

B. Status of Lease: The Lease has not been modified as of the date of execution hereof, and the Lease is a valid and legally binding agreement in full force and effect in accordance with its terms, and all of the rent due under the Lease has been paid by Mortgagor to date.

C. Exclusive Lease: No other ground or underlying lease affects the Mortgaged Property other than that certain lease between the State of Florida Board of Trustees of the Internal Improvement Trust Fund (the "Board") and the lessors under the Lease, said lease being No. 2721, dated January 22, 1974 and as also referred to in Paragraph 2 of the Lease (the "Master Lease").

D. Defaults in Lease: Neither the Mortgagor nor the Lessor under the Lease (the "Lessor") are in default of any of the obligations of the Lease. Neither has any act or event occurred, which after notice and/or lapse of time, would permit the Lessor under the Lease (hereafter in this Addendum referred to as the "Lessor") to terminate Mortgagor's rights under the Lease.

E. Mortgagor's Performance Under Lease: Mortgagor will, when due, make all payments and perform all of its obligations under the Lease. Mortgagor will otherwise satisfy all conditions necessary to keep the Lease in full force and effect during the term thereof and shall do all things necessary to preserve and keep unimpaired its rights, powers and privileges under the Lease and to prevent termination of the Lease.

F. Notice of Default: Mortgagor will promptly notify Mortgagee of each default by Mortgagor or the Lessor in the performance or observance of any of the terms, covenants or conditions on the part of the Mortgagor or the Lessor to be performed or observed under the Lease. Further, Mortgagor will (a) promptly notify Mortgagee of the receipt by Mortgagor of each notice, other than notices customarily sent on a regular periodic basis, from the Lessor under the Lease and of any notice noting or claiming any default by Mortgagor in the performance or observance of any of the terms, covenants, or conditions on the part of the Mortgagor to be performed or observed under the Lease; (b) promptly notify Mortgagee of the receipt by the Mortgagor of each notice from the Lessor under the Lease to the Mortgagor of termination of the Lease pursuant to the provisions of the Lease; and (c) promptly cause a copy of each such notice received by Mortgagor from the Lessor under the Lease to be delivered to the Mortgagee.

G. Modification or Termination: The Mortgagor will not, without the prior written consent of the Mortgagee, modify

or terminate the Lease, waive any provision thereof, or surrender the property covered by the Lease to the Lessor thereunder or consent to or acquiesce in any such modification, termination, waiver or surrender (including, without limitation, any election by Mortgagor not to remain in possession of the property demised by the Lease in case the Lease shall be rejected, terminated or annulled by any trustee appointed for the Lessor's assets in debtor relief proceedings). All of such rights are hereby assigned to the Mortgagee as further collateral security for the indebtedness secured hereby, so that any action taken by Mortgagor in violation of such agreement shall be null and void and of no force or effect whatsoever.

H. Lessor's Performance under the Lease: Mortgagor shall not waive, excuse or discharge any of the obligations and agreements of the Lessor under the Lease, or subordinate or consent to the subordination of the Lease to any mortgage on the Lessor's interest in the Mortgaged Property or consent to any restriction, covenant or agreement affecting the leasehold estate created by the lease, without the prior written consent of the Mortgagee, all of such rights being hereby assigned to the Mortgagee as further collateral security for the indebtedness secured hereby, so that any action taken by Mortgagor in violation of such agreement shall be null and void and of no force or effect whatsoever; Mortgagor shall enforce the obligations of the Lessor under the Lease to the end that the Mortgagor may enjoy all of the rights granted to it under the Lease and will promptly notify the Mortgagee of any default by the Lessor under the Lease;

I. Lessor's Default: Mortgagor shall immediately notify the Mortgagee of any default by Lessors in the observance or performance of any of the terms, covenants and conditions to be observed or performed by Lessor under the Lease, and of any notice of any such default given to Lessors by Mortgagor under the Lease or other notice asserting lack of compliance by the Lessors with the Lease, and to promptly deliver to the Mortgagee copies of each such notice of default.

J. Mortgagor's Termination: Mortgagor shall not exercise any rights it may have or obtain to terminate the Lease without the written consent to same by Mortgagee.

K. Documentation of Compliance: Mortgagor shall furnish to the Mortgagee such information and evidence as the Mortgagee may reasonably require concerning the Mortgagor's due observance, performance and compliance with the terms, covenants and provisions of the Lease.

L. Cure of Borrower's Default: In the event of any default by the Mortgagor in the observance or performance of any of the terms, covenants or conditions to be observed or performed by Mortgagor under the Lease, including, without limitation, any default in the payment of rents and other charges and impositions made payable by Mortgagor as the Lessee under the Lease, then, in each and every case, the Mortgagee may, at its option and without notice, without awaiting the expiration of any grace period or time to cure, cause the default or defaults to be remedied and otherwise exercise any and all of the rights of the Mortgagor under the Lease in the name of and on behalf of the Mortgagor, and upon receipt by the Mortgagee from the Lessor under the Lease of any written notice of default by the Lessee thereunder, the Mortgagee may take any such action even though the existence of such default or the nature thereof may be questioned or denied by the Mortgagor, but no such action by the Mortgagee shall waive or constitute a release of any default of the Mortgagor (or its agents), and Mortgagor agrees that the Mortgagee (and its agents) shall have, the absolute and immediate right to enter upon the leased property and the improvements thereon to such extent and as often as Mortgagee, in its sole discretion, deems necessary or

desirable for the purpose of taking any such action. The Mortgagor shall, on demand, reimburse the Mortgagee for all advances made and expenses incurred by the Mortgagee in curing any such default (including, without limitation, reasonable attorneys' fees), together with interest thereon computed at the penalty rate provided for in this Mortgage from the date that an advance is made or expense is incurred, to and including the date that same is paid, and all such amounts, together with the interest thereon, shall be part of the indebtedness secured by this Mortgage.

M. Subleases: Mortgagor has not subleased any portions of its leasehold interest in the Mortgaged Property to any persons.

N. Lien or Improvements: Upon the termination for any reason of the Lease during the term hereof, Mortgagor's lien hereunder upon any improvements upon the Mortgaged Property shall survive and remain in full force and effect for the balance of the term hereof.

2. Attorney-in-Fact. For the purpose of curing any breach of Mortgagor's covenants contained in Paragraph 1 of this Addendum, or to exercise any option or right of first refusal to purchase the property demised by the Lease and to renew the terms of the Lease, the Mortgagee may do (but shall not be under the obligation to do) any act or execute any document in the name of the Mortgagor as its attorney-in-fact, as well as in the name of the Mortgagee. The Mortgagor hereby irrevocably appoints the Mortgagee, with full power of substitution, its true and lawful attorney-in-fact in its name or otherwise to do any and all acts and to execute any and all documents which may be necessary or in the opinion of the Mortgagee desirable to effect any such cure, or preserve or exercise any rights or options of the Mortgagor under, or to effect compliance in whole or in part with, the Lease. Each person who shall be an assignee of the interest of the Mortgagor as the Lessee under the Lease or an interest therein or of a part of the mortgaged premises, by the acceptance of such an assignment, shall be deemed to have irrevocably appointed the Mortgagee, with full power of substitution, such person's true and lawful attorney-in-fact in such person's name and otherwise to do any and all acts and to execute any and all documents which may be necessary or in the opinion of the Mortgagee desirable to effect any such cure, or preserve any rights of such person under, or to effect compliance in whole or in part with, the Lease. The powers of attorney granted by or pursuant to this paragraph and all authority hereby conferred are made, granted and conferred in consideration of the interests of the Mortgagee for the purpose of assuring repayment of the indebtedness secured hereby. Accordingly, such powers of attorney shall be irrevocable prior to the payment in full of the indebtedness and shall not be terminated prior thereto or affected by any act of the Mortgagor or other person or by operation of law, including, but not limited to the dissolution, death, disability or incompetency of any person or the occurrence of any other event, and if any Mortgagor or assignee should be dissolved or die or become disabled or incompetent or any other such event should occur before the repayment in full of the indebtedness, such attorney-in-fact is nevertheless fully authorized to act under such powers of attorney as if such dissolution, death, disability or incompetency or other event had not occurred and regardless of notice thereof.

3. Merger. So long as the indebtedness secured hereby shall remain unpaid, unless the Mortgagee shall otherwise consent, the fee title and the leasehold estate in the property demised by the Lease shall not merge but shall always be kept separate and distinct, notwithstanding the union of said estates in either the Lessor under the Lease, the Mortgagee, Mortgagor, the Board or any third party, whether by purchase or otherwise.

4. Mortgagor's Interest in Mortgaged Property. If the Mortgagor owns or hereafter acquires the fee title or any other estate, title or interest in the property demised by the Lease, or any part thereof, the lien of this Mortgage shall attach to, cover and be a lien upon such acquired estate, title or interest and same shall thereupon be and become a part of the Mortgaged Property encumbered by this Mortgage with the same force and effect as if specifically encumbered herein. The Mortgagor agrees to execute all instruments and documents which the Mortgagee may reasonably require to ratify, confirm and further evidence the Mortgagee's lien on the acquired estate, title or interest. Furthermore, the Mortgagor hereby appoints the Mortgagee its true and lawful attorney-in-fact to execute and deliver all such instruments and documents in the name and on behalf of the Mortgagor. This power, being coupled with an interest, shall be irrevocable as long as the indebtedness secured hereby remains unpaid, with the same force and effect as is provided in Paragraph 2 of this Addendum.

5. Estoppel Certificate. The Mortgagor will on July 23rd of each year hereafter, and, in any event within twenty (20) days after written demand by the Mortgagee, obtain an estoppel certificate from the Lessor under the Lease setting forth (a) the name of the Lessee under the Lease, (b) that the Lease has not been modified (or, if it has been modified, in compliance with this Mortgage, that there have been no further modifications) and stating the date of each modification, (c) that the Lease is in full force and effect as so modified, (d) that all rental charges under the Lease have been paid, stating the dates on which all rental charges have been paid by Mortgagor as the Lessee under the Lease, (e) whether any notice of default under the Lease has been given and whether or not such default has been cured and, (f) whether there is any alleged event of default under the Lease, or any act, event or condition, which with notice or lapse of time, or both, could constitute such event of default and, if there are, setting forth the nature thereof in reasonable detail.

6. Mortgagee's Liability. Mortgagee shall not have any liability or obligation under the Lease by reason of its acceptance of this Mortgage.

7. Performance on Mortgage. No provision of this Mortgage which requires the making of a payment or the performance of an act by the Mortgagor, or permits the Mortgagor to take any action, conduct any contest of any taxes and assessments, or otherwise do any other act, which is similar to any payment, performance or act which is required to be paid or performed by the Mortgagor as Lessee under the Lease, shall be deemed to limit or restrict the generality of the Mortgagor's covenants with respect to the Lease contained in Paragraph 1 of this Addendum. Without limiting the generality of the foregoing, Mortgagor shall not contest any payment, obligation or act required by the Lease or defer compliance therewith if the same could constitute or give rise to any default under the provisions of the Lease, unless Mortgagor first shall have obtained and delivered to Mortgagee a written agreement or agreements, in form and substance reasonably satisfactory to Mortgagee, signed by the Lessor under the Lease, to the effect that no default will be declared thereunder by reason of such contest or deferment.

8. Loan Commitment. A default by Mortgagor under the terms of the Mortgage Loan Commitment dated April 6, 1987 in relation to this Mortgage shall also constitute a default under the terms of this Mortgage and the Note secured hereby.

9. Successors and Assigns. The covenants herein contained shall bind, and the benefits and advantages shall inure to, the respective heirs, executors, administrators, successors, and



assigns of the parties hereto. Whenever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall include all genders.

10. Captions. Any and all captions to paragraphs or subparagraphs of the Mortgage and this Addendum are included for convenience and reference and are not to be considered in any manner as a limitation or element in the construction of any such paragraph or subparagraph.

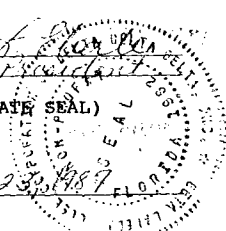
11. Parties. Any reference in this Mortgage to Mortgagor or Lessor in the singular shall include the plural thereof, and each member thereof.

Signed, sealed and delivered  
in the presence of:

Gary A. Whitlock  
Susan E. Blodine

BETA LAMBDA HOUSE CORPORATION  
OF DELTA, DELTA, DELTA, INC.

By: [Signature]  
Title: as President  
(CORPORATE SEAL)  
Date: July 23, 1987



(047/WP2043)

OR3917 PG4789

EXHIBIT "A"

From the Southwest corner of Section 3, Township 22 South, Range 31 East, Orange County, Florida, run N. 89°26'19" E. along the South line of the Southwest 1/4 of said Section 3 for a distance of 1344.83 feet to the Point of Intersection of a curve concave to the East and external to the curvature of the centerline of State Road S-520 as shown by Florida State Road Department plans for Section No. 75701-2601 dated December 23, 1958 said Point of Intersection being located at coordinates North 100,000.634 and East 4,999.835 of the Coordinate Grid System of the University of Central Florida; run thence N. 01°08'00" E. along the tangent of said curve and continuing N. 01°08'00" E. along the centerline of State Road S-520 for a distance of 2001.44 feet to an intersection with the centerline of Aquarius Drive, said intersection being at University coordinate point North 102,001.682 and East 5,039.422; run thence N. 89°21'03" E. along the centerline of Aquarius Drive for a distance of 198.67 feet; run thence N. 00°48'41" E. for a distance of 472.71 feet; thence run N. 18°45'00" E., 352.50 feet to the Point of Beginning; thence N. 55°45'00" E., 289.30 feet; thence run S. 41°54'27" E., 245.96 feet to a point on the arc of a curve concave Southeasterly; thence from a tangent bearing of S. 48°05'33" W., run Southwest-erly along the arc of said curve, having for its elements a radius of 2105.0 feet and a central angle of 6°50'33", for an arc distance of 251.39 feet; thence run N. 48°45'00" W., 301.66 feet to the Point of Beginning. Containing 1.663 acres, more or less. Reserving a 6.0 foot wide strip along the Northeasterly line thereof for Utility Easement.

{047/WP2043}

## EXHIBIT "B"

S U B - L E A S E

THIS SUB-LEASE ("Lease" herein) between Board of Regents of the State of Florida ("Landlord" herein), acting for and on behalf of the University of Central Florida ("University" herein), and Beta Lambda House Corporation of Delta Delta Delta, Inc. ("Tenant" herein), whose mailing address is c/o Gay Jung 713 Granville, Winter Park, FL 32789, whereby Landlord leases to Tenant and Tenant leases from Landlord that certain real property ("Lot" herein) located in Orange County, Florida, particularly described in Exhibit "A" attached hereto and by reference made a part hereof, upon the following terms and conditions.

1. The term of this Lease shall commence on the date it is executed by Landlord and shall terminate sixty (60) years thereafter (unless terminated sooner under any of the terms and conditions herein contained); with Tenant to have the right and option to renew this Lease for an additional (20) year term as hereinafter provided.

2. Tenant acknowledges that the Lot is the subject of a ninety-nine (99) year lease (No. 2721) dated January 22, 1974, wherein the Landlord herein is the Lessee and the State of Florida Board of Trustees of the Internal Improvement Trust Fund is the Lessor ("Lessor" herein). Tenant further acknowledges receipt of a copy of said ninety-nine (99) year lease and that this Lease is subject to all the terms and conditions thereof. Tenant covenants that it will be bound by and will abide by all the terms and conditions of said ninety-nine (99) year lease and it will neither commit any act nor fail to commit any act which commission or omission would constitute a default thereunder.

3. The consideration for this Lease is the sum of \$10.00, and other good and valuable consideration. The Tenant asserts that it is desirous of sponsoring a housing unit at the University at which its members and scholars can be housed and to which its name can be affixed. The University, for its part, recognizes the value of having housing units available as an important adjunct in creating an academic atmosphere. Both parties recognize that these mutual benefits provide full, complete, and adequate consideration for the obligations herein created. By executing this agreement, both parties fully intend to be bound by the same.

4. Tenant shall use the Lot subject to the following restrictions, covenants and reservations:

0R3917 PG479J

A. One or more buildings may be constructed on the Lot, and any construction method may be employed provided it meets all applicable code restrictions and has been reviewed and approved by the University as set forth herein. Said building(s) shall be used solely and exclusively as a University-approved housing facility for housing students attending the University of Central Florida.

B. No building shall be erected or altered on the Lot until all required permits and approvals have been obtained, nor until drawings and specifications have been approved in writing by the University Director of Facilities Planning ("Planning" herein) as to quality of recommended materials, harmony of external design with existing buildings, and as to location with respect to topography and finished grade elevations.

(i) All construction documents shall be prepared by an architect/engineer licensed to practice in the State of Florida.

(ii) Documents shall be submitted by individual Housing Corporations to "Planning" (in triplicate) as follows:

(1) Schematic Design (which shall include site plan except in instances where a planned renovation will not expand the outer perimeter of the walls, porches, overhangs, and steps of an existing house or paved areas on the lot);

(2) Design Development; and

(3) Contract Documents (Working drawings and specifications).

Approval of Contract Documents must be obtained prior to the commencement of any construction. Exceptions will be considered to the above requirements for document submittals for design processes not of a conventional nature.

(iii) Approval or disapproval of each phase of development will be issued within three weeks of "Planning's" receipt of the submittal. Note that compliance with all applicable codes and regulations is the total responsibility of the project architect/engineer.

(iv) The housing facility shall be designed and constructed in accordance with the following guidelines:

(1) The housing facility to be constructed on the Lot shall be of such size as to comfortably accommodate not less than 6 students living in the facility.

(2) The net liveable floor space of the housing facility, exclusive of open porches and terraces, shall be not less than 1800 square feet (for 6 students plus a housekeeper, with the area increased as required for additional students).

(3) The housing facility shall be constructed so the front faces the front lot line, shall not be constructed on the Lot closer than 50 feet from the front lot line nor closer than 15 feet from the side and rear lot lines. For the purposes expressed herein, overhangs, eaves and steps shall not be considered a part of the housing facility; provided, however, that this shall not be construed to permit any portion of the housing facility to encroach upon another lot.

On corner lots, the front yard shall be considered as abutting the street upon which the Lot has its least dimension. The rear yard in this case shall be opposite the front yard. The following structures are specifically excluded from the setback restrictions:

- (a) Steps and walks
- (b) Landscaping and landscape berms.
- (c) Planters not to exceed 3' in height.
- (d) An identification or directional sign or other sign specifically approved by the University.

(4) Sufficient parking shall be provided at the rear of the facility to accommodate the cars of all persons living on the premises. This does not have to be a paved lot but should be well defined and have suitable surfacing material.

(5) No tree may be removed from the Lot without the University's written approval.

(6) No building shall be more than three (3) stories in height.

(7) The Lot shall be sodded, irrigated, and landscaped with University-approved materials.

(8) Provide sanitary means of garbage storage (with can washing facilities) in an area concealed from view.

(9) All roof mounted mechanical equipment and/or ductwork shall be screened from view by an enclosure which is compatible with the architecture of the building. Consideration shall be given to the line of sight from adjacent buildings.

(10) Incinerator vents and stacks shall be located on the rear or non-street side of the building.

(11) Gutters and downspouts shall be a color compatible with the surface to which they are attached. If they are used as a major design element, the color shall be consistent with the color scheme of the building.

(12) Air conditioning equipment at grade shall be screened from the view of streets and adjacent properties.

(13) Vents, louvers, exposed flashing, tanks, stacks, overhead doors, rolling and "man" service doors shall be a color consistent with the color scheme of the building.

(14) All fencing used for screening shall be compatible with the architecture of the housing facility. Chain link and/or perimeter fencing will not be permitted. Maximum height of any fencing or combination of earth berm with fencing shall be six (6) feet.

(15) No antenna for transmission or reception of television signals or any other form of electromagnetic radiation shall be erected, used or maintained outside of any building, whether attached to an improvement or otherwise, without the prior written approval of the University.

(16) Exterior Lighting

- (a) Exterior illumination of buildings, parking lots, service areas, sidewalks and driveways on-site shall be designed and installed to avoid visible glare (direct or reflected) from the street and adjacent properties.
- (b) The use of site floodlighting, building-mounted or otherwise, or tall "freeway-type" fixtures is prohibited.
- (c) All outdoor lighting fixtures shall be compatible with or complement the architectural character of the site and lighting fixtures along public rights-of-way.
- (d) Lighting fixtures used to illuminate driveways and parking and service areas shall be freestanding fixtures with cut-off light sources.

- (e) Security lighting shall not project above the  
facia or roof line of any building. Security  
lighting fixtures shall not be substituted for  
parking lot or walkway lighting fixtures, and are  
restricted to lighting only service, storage,  
loading and other similar areas.
- (f) All exterior lighting fixtures shall be provided  
with high pressure sodium lamps, and be of a  
vandal-proof type.
- (g) The maximum height for poles on-site shall be 20'.

(17) Signs

- (a) For the purpose of these standards, signs shall  
mean all names, insignias, trademarks, and  
descriptive words or material of any kind affixed,  
inscribed, erected or maintained upon an  
individual site or upon any improvement on  
individual sites.
- (b) A sign shall be permitted to identify the  
organization occupying the housing facility  
provided it meets the requirements set forth  
herein.
- (c) No sign shall be located nearer than fifteen (15)  
feet to any property line.
- (d) The design, format and materials used in  
construction of the sign shall be consistent with  
the architecture of the site. All signs and sign  
elements including shape, form, materials, size,  
color and location shall be subject to approval by  
the University.
- (e) An identification sign will be permitted on an  
exterior wall of the building near the main  
entrance provided it is clearly integrated with  
the architecture and does not project above any  
roof or canopy.
- (f) The following signs will not be permitted:
  - 1. Billboards

2. Trailer signs
3. Roof signs
4. Any sign painted directly on any wall surface.
5. Any sign that has moving elements, flashing lights, or creates an appearance or illusion of motion.

(g) During Student Government election campaigns, it will be permissible for temporary signs or banners to be displayed promoting certain candidates provided they are promptly taken down after the election. No other political campaign signs will be permitted.

C. All construction work shall be performed by a general contractor licensed by the State of Florida.

D. The general contractor selected by the Tenant to perform the construction work shall be required to furnish a payment and performance bond (given for the benefit of the Landlord as well as the Tenant), in such form and with good and sufficient surety, as may be acceptable to "Planning," covering the faithful performance of the construction contract in strict compliance with the Contract Documents, and payment of all obligations in the full amount of the total contract sum; with "Planning" to receive a copy of said bond and certificate from the surety prior to the commencement of any construction.

E. Prior to and as a condition to commencement of construction, the contractor shall deliver to "Planning", in a form acceptable to the University Attorney, a properly executed and written waiver by the contractor and each subcontractor, waiving any right each of them may have to claim a lien of any kind or nature upon the land and improvements to be constructed thereon.

F. The architect/engineer who prepared the Contract Documents shall be required to make and be responsible for all site inspections, approval of all phases of construction and payment authorizations.

(i) The housing corporation shall keep "Planning" advised, directly or indirectly through the architect or contractor, of the construction progress so as to allow observation at any time.

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(ii) It must be emphasized that the sole responsibility for construction observation and administration lies with the architect/engineer.

(iii) Before occupancy of the housing facility, it will be the responsibility of the housing corporation to be assured by the architect and contractor that all plumbing, mechanical, and electrical work and appliances specified in the Contract Documents are performing as required.

(iv) Promptly after completion of all construction, the architect/engineer shall furnish to "Planning" mylar as-built drawings of the housing facility.

G. The Tenant guarantees that the construction of the housing facility will be performed and completed in strict compliance with the Contract Documents as approved by "Planning", unless otherwise modified by applicable code requirements. Notwithstanding the foregoing, Tenant may propose to erect on the property herein described units commonly known as "manufactured housing" with the approval of "Planning". In the event Tenant desires to erect or install such buildings, other documents required to be furnished regarding the construction and erection of premises shall be deemed modified accordingly and in accordance with the best practices of the manufactured housing industry. Any manufactured building shall bear the insignia of approval of the State of Florida Department of Veterans and Community Affairs.

H. The Tenant acknowledges and agrees that neither the Lessor, the Landlord, University, nor any of their employees or agents, shall assume any responsibility or liability of any kind or nature for inferior or negligent construction of the housing facility, nor for personal injury or death to any person, or damage to property because of having approved the Contract Documents, regardless of whether the Contract Documents contain defects of any kind or nature; and that neither Lessor, Landlord nor University assumes any obligation to inspect the various phases of construction of the housing facility. Similarly, although Lessor, Landlord and University do not have any obligation to inspect the construction of the housing facility at any time, if, at their option and for their own benefit, they, or any of them, actually inspect or cause to be inspected, the housing facility or any phase of construction thereof, or do no

inspections, Lessor, Landlord and University shall not assume any responsibility or liability of any kind or nature whatsoever for injury or death to any person, or for property damage as a result of defective construction or deviation from the Contract Documents in construction of the housing facility. If the general contractor deviates from the Contract Documents in construction of the housing facility, failure to inspect the construction of the housing facility or to object to such deviation at the time of any inspection shall not constitute approval by Landlord or University of such deviation or prohibit Landlord or University from thereafter requiring correction of the deviation so as to be in strict compliance with the Contract Documents.

I. The Lot shall at all times be considered a part of the University Campus; and the Lot and the housing facility to be built thereon, as well as all persons entering thereon or therein, whether as a resident, guest, or invitee, shall be subject to Landlord's and University's rules and regulations pertaining to traffic, sanitation, police regulations, conduct of students and University employees, and all governing rules and regulations of University Greek organizations.

J. In event construction of the housing facility, as herein described, shall not commence within eighteen months from the date of Landlord's execution of this Lease and the construction pursued with reasonable diligence, Landlord, on demand, shall have the right to terminate the Lease without refund of the total rental paid by Tenant. And shall have the right to assess the Tenant for the total of any other expenses incurred by Landlord and University in connection with or arising out of this Lease.

5. If, during the construction of the improvements on the premises it appears that the Tenant has at any time apparently abandoned construction or completion of the project, the University shall so advise the Tenant in writing. The Tenant shall then have thirty days within which to respond to the University's suggestion that the project has been apparently abandoned. In the event the Tenant fails to respond within the thirty day period, or within the period of time confirms that it has abandoned the project, the University shall then declare that the project has been permanently abandoned. At that juncture, the University shall enter into consultation with any lender or mortgagee having an interest in the project with the end in view of securing another tenant ready, willing and able to complete the

project. If, after a reasonable period of time, it appears that no successor tenant meeting University or lender or mortgagee requirements is available, the University shall then declare that the project has been permanently abandoned, and that title to all improvements, material, machinery, items of personal property, elements constituting real property, shall then vest in the University. The University may, at that time, either seek a successor tenant to continue the project, continue the project itself, or remove from the campus all of the improvements, whether consisting of real or personal property, of whatever nature and description, charging the cost of such removal to the account of the Tenant, and otherwise return the site to its original condition. Upon the abandonment of the project this Lease shall terminate.

6. After completion of the housing facility, if Tenant should desire to sub-sub-lease the Lot and lease the housing facility, Tenant shall first offer to Landlord and Lessor the right to terminate this Lease on the following terms and conditions:

Tenant shall make said offer to Landlord and Lessor in writing, and Landlord and Lessor shall have six (6) months from the submission of said offer within which to accept the offer by written notice to Tenant, and an additional six (6) months after acceptance to consummate the termination. Tenant's written offer shall be delivered to University. In event Landlord or Lessor terminate the Lease, Landlord shall pay to Tenant a sum to be computed as follows:

A. The appraised value of the housing facility constructed on the Lot by Tenant as of the date that said written offer to purchase is accepted by Landlord, less the total cost of any other expenses incurred by Landlord or University in connection with or arising out of this Lease.

B. The term "appraised value" as used herein, shall mean that value placed thereon by two or more of three appraisers, one appraiser to be selected by Landlord and one by Tenant, and a third by the two appraisers thus selected, or as determined by a single appraiser selected by both Landlord and Tenant (with each appraiser selected to be a member of the Appraisers Institute of the National Association of Realtors). The appraiser(s) shall be selected within 60 days after the written offer to terminate is delivered to Landlord, and the appraiser(s) report shall be delivered to both Landlord and Tenant

within 45 days thereafter. The cost for the appraiser(s)' report shall be borne by Tenant. If Landlord declines to accept the offer to terminate this Lease, either by giving express written notice to Tenant or by not responding in any manner within six (6) months from receipt of Tenant's offer, (and providing Tenant is not in default of any of its obligations under this Lease), Tenant shall be free to sub-sub-lease the Lot and the improvements thereon but only to an organization similar to Tenant and to be used only for the same purposes as allowed hereunder. Provided, however, Tenant shall not be released from any of its obligations hereunder and Tenant's sub-sub-Lessee shall execute a document agreeing to be bound by all the terms, conditions and covenants of this Lease and attorning to Landlord. Further, Tenant shall have no right to sub-sub-lease without the written consent of Landlord; and Tenant shall not have the right to assign any of its right, title, estate or interest in the Lot and improvements thereon except under all the conditions set forth in this paragraph; (provided, however, that the conditions set forth in this paragraph shall not apply in the event Tenant assigns its right, title, estate or interest therein and hereunder to a partnership or corporation in which Tenant has an interest as a general partner, limited partner, or shareholder and the right of that assignee subsequently to sublease the lot and improvements thereon to the Tenant.)

7. Nothing contained in this Lease shall be construed to limit or restrict the right of Landlord or University to regulate or modify the use of roads, streets, parkways, parks, driveways, parking areas, and other areas of vehicular or pedestrian traffic in the area of, and on the Lot, to the same extent as Landlord and University presently have or hereafter may have to regulate the use of such areas on other parts of the University campus.

8. The University will provide the utility lines for electrical, water, and sewage distribution systems, and telephone service as well as provision for storm water (all of these utilities referred to as "systems" herein) to the Lot property line. It shall be the responsibility of the housing corporation to provide the necessary extensions of the systems to the housing facility. Water and electric meters shall be provided by the housing corporation at the time extensions are made. After the installation of the systems, the University will maintain the utility lines

it installed to the property line, and the housing corporation shall maintain the extensions that it had installed from that point. All lines shall be underground. The University will provide and maintain a paved road along the front line prior to Tenant occupancy. Other roads, drives, parking areas, etc.; paved or otherwise, shall be the responsibility of the housing corporation.

9. Tenant shall maintain the housing facility constructed on the Lot in good condition and repair at all times. Tenant shall promptly make any and all repairs to the housing facility that may be necessary or desirable, including, but not limited to, those made necessary because of misuse or neglect by Tenant or its agents, employees, guests or invitees who may be in, on, or around the Lot and housing facility. Any and all repairs shall be made in quality at least equal to the original construction. Tenant shall also be responsible for installation and maintenance of University approved landscaping on the Lot. The Lot shall at all times be kept in a neat and clean condition and Tenant shall not permit the creation or maintenance of any unsafe or hazardous condition on the Lot or in or on the housing facility. Should Tenant fail to make any necessary repair promptly, or fail to remove any hazardous or dangerous condition which may come to exist on the Lot or in or around the housing facility, Landlord may make any such repairs and correct or remove any hazardous or dangerous condition and charge the cost thereof to Tenant, who, promptly upon demand, shall pay the cost thereof to the Landlord or be deemed in default hereunder.

10. In case of damage or destruction by fire or otherwise, Tenant shall repair, restore, or rebuild the housing facility on the Lot in accordance with the plans and specifications to be approved by Landlord under the same terms and conditions set forth in this Lease. Tenant shall commence the repair, restoration or rebuilding within a reasonable time after the damage or destruction has occurred, and shall proceed to completion with due diligence. As hereinafter set forth, all insurance proceeds shall be used only for the repair, restoration or rebuilding of the housing facility.

A. Tenant shall maintain fire and extended coverage insurance on the housing facility in an amount equal to the replacement value of the housing facility. Said insurance shall be in an amount acceptable to

Landlord. The insurance policy shall provide that the insurance shall not be cancelled by the insurer until a 30-day advance written notice is given to Landlord. A certificate of such insurance shall be provided by Tenant and delivered to Landlord at the time of Landlord's execution of this Lease. The entire proceeds of any insurance in case of loss shall be paid to a bank (to be agreed upon by Landlord and Tenant prior to Landlord's execution of this Lease) doing business in Orange County, as Trustee, which bank, in event the building is partially or completely destroyed by fire or other casualty, shall receive and distribute the proceeds of the insurance as herein provided. The entire proceeds of such insurance shall be paid to said bank and shall be held, paid and used solely for the repair, rebuilding or restoration of the housing facility on account of damage or destruction on which the insurance moneys will be paid. Tenant shall use such insurance moneys for the repair or reconstruction of the housing facility, and shall provide any additional sums required to complete the repair or reconstruction thereof, so that the repaired, rebuilt or newly constructed housing facility shall be at least equal in permanency of construction and value to the housing facility immediately prior to the damage or destruction. Said reconstruction shall be done in strict compliance with all the terms of this Lease just as if said housing facility was being built for the first time under all the terms of this Lease. The insurance moneys shall be paid out by the bank from time to time as the rebuilding, reconstruction or repair progresses, upon the signed certificate of the supervising architect/engineer, at the rate of 90% of the amounts due for labor and materials as shown by such certificates. The remaining 10% to be paid to Tenant after such repair or rebuilding shall have been completed and Tenant shall have furnished to the bank a certificate evidencing that all claims and demands for labor or materials used or furnished in repairing or rebuilding have been paid in full and that no claim or lien can accrue or be enforced against the Lot and housing facility on account thereof. In event of damage to or destruction of the housing facility where the cost of repairing or rebuilding same, as estimated by the supervising architect/engineer or certified by contract with a responsible contractor, shall exceed \$10,000, Tenant, before commencing repair or reconstruction of the housing facility, shall furnish to Landlord (for the benefit of Landlord and University as

well as Tenant), a payment and performance bond executed by a responsible surety company authorized to do business in the State of Florida as surety, in an amount of equal to the cost of repair or reconstruction as estimated by the supervising architect/engineer or as fixed by contract with a responsible contractor, conditioned that the repair or reconstruction of the housing facility shall be in strict compliance with the plans and specifications and that Tenant shall pay all claims and demands pertaining to such repair and rebuilding, and furnish to the bank evidence of payment thereof, and that no claim or lien can accrue or be enforced against the Lot and housing facility on account thereof.

B. The bond may be given by the contractor, if conditioned as required herein, and given for the benefit of Landlord and University as well as Tenant; and the cost thereof, and the necessary architect's/engineer's fee, may be considered as a part of the cost of repair or reconstruction and paid by the bank out of the insurance moneys for the benefit of Tenant. The bond shall be delivered to and held by the bank.

C. Tenant agrees that it will commence required repairs or reconstruction promptly and within a reasonable time after the bank receives the proceeds of the insurance paid on account of damage or destruction, and prosecute the work of repair or reconstruction to completion promptly and with reasonable speed and diligence.

11. Tenant shall obtain and maintain, throughout the period of time that this Lease is in effect, comprehensive public liability insurance in an insurance company licensed and authorized to do business in the State of Florida, in an amount of not less than \$500,000 for injury or death to any one person, not less than \$2,500,000 on account of injury or death arising out of any one occurrence, and personal property damage insurance of not less than \$50,000 for each occurrence; which insurance shall designate Lessor, Landlord and University as additional insureds, and shall insure Lessor, Landlord and University against liability for injury or death to any person(s), for loss or damage to property occurring on, in, or about the Lot and housing facility arising from or growing out of the negligent act(s) of Tenant, its agents, employees, contractors, guests, invitees, and residents of the housing facility; or any use or occupancy of the Lot or housing facility by Tenant contrary to the valid laws, rules and

regulations of the State of Florida, County of Orange, and the United States of America. A certificate of such insurance shall be provided by Tenant to Lessor and Landlord at the time of their execution of this Lease, specifically providing that the insurance shall not be cancelled by the insurer until a 30-day advance written notice is given to Landlord. The amount of insurance required herein shall be adjusted each 5 years to reflect current values and trends in this type of insurance.

12. Tenant hereby agrees to at all times indemnify, save free and hold harmless the State of Florida, Lessor, Landlord, and University, and their agents and employees, from every and all cost, loss, damages, liabilities, expenses, claims, demands and judgments, including court costs and attorney fees, which may arise from or be claimed against the State of Florida, Lessor, Landlord, University, or their agents or employees, by any person(s) for any injury or death, or damage to property, or damage of whatever kind or character, consequent upon or arising from construction of the housing facility, Tenant's use and occupancy of the Lot and housing facility, or consequent upon or arising from any neglect or fault of Tenant, its agents, employees, guests and invitees, to comply with all laws, statutes, rules and regulations of the State of Florida, County of Orange, and the United States of America, now or hereafter in force; and, as a result thereof, if any suits or proceedings shall be brought against the State of Florida, Landlord, University, or their agents or employees, or any of them, Tenant, upon request of any one or more of them, shall defend same and shall pay whatever judgment(s) may be obtained against the State of Florida, Landlord, University, or their agents and employees.

13. Tenant not being in default in any of its obligations under this Lease, is hereby granted, and shall have the right to make such future alterations and improvements to the housing facility to be constructed on the Lot as may be necessary and beneficial in utilizing said housing facility consistent with the intended purpose, and provided that during the term of this Lease, no alterations or improvements shall be made to said housing facility which substantially affect the foundation, floors, walls, or roof of said housing facility without the prior written consent of University, which consent shall not be unreasonably withheld.

14. Tenant shall not make nor allow any unlawful, improper offensive use of the Lot or housing facility, or any use or occupancy thereof



contrary to the laws of the State of Florida, County of Orange, and which may now or hereafter be in effect. Tenant shall comply with all laws, statutes, ordinances, orders, rules and regulations of federal, state, county or of any departments or divisions thereof, and will comply with the directions of any public officers(s) thereof.

15. Landlord and University shall have the right, at any and all reasonable times, to enter upon the Lot and into the housing facility for the purpose of making inspections to determine whether Tenant is maintaining the Lot and housing facility in accordance with the terms of this Lease.

16. In event Tenant shall abandon the Lot and housing facility, or in event of any breach by Tenant of any of the terms, conditions or covenants contained in this Lease, and if said default shall continue for 15 days after written notice of such default has been given to Tenant by Landlord, this Lease shall automatically terminate. In addition, if Tenant shall make an assignment for the benefit of creditors, or if a receiver or trustee is appointed for Tenant, or if there is a voluntary or involuntary petition in bankruptcy filed which is not discharged within 15 days of its being filed, or if Tenant is declared insolvent or if Tenant is adjudged a bankrupt or files for an arrangement for reorganization under the Bankruptcy Laws, or if any of Tenant's assets or property on the Lot or in the housing facility shall be attached or levied upon, it shall constitute a default hereunder and this Lease shall automatically terminate. Upon the termination of this Lease, either under any of the provisions contained in this paragraph, or under any provision contained in this Lease, all right, title and interest of Tenant in and to this Lease, and in and to the Lot hereby leased, and in and to the housing facility to be constructed thereon shall automatically become terminated and forfeited, and all right, estate and interest of the Tenant in and under this Lease and in and to the Lot and housing facility to be constructed thereon shall vest in Landlord. Further, Landlord shall be entitled to seek and pursue any other rights recognized or available to it under the laws of the State of Florida.

17. Tenant shall not suffer the underlying fee simple or the University's leasehold interest to the land to become subject to any lien, charge or encumbrance whatsoever, and shall indemnify Lessor and Landlord

against any liens, charges or encumbrances; it being expressly agreed that Tenant shall have no authority, express or implied, to create any lien, charge or encumbrance upon the underlying fee simple or the University's leasehold interest to the land provided, however, that Tenant may pledge this sub-Lease, the housing facility and improvements, as security for loans, mortgages or financing.

18. Landlord does not warrant nor guarantee title, right or interest in the Lot.

19. Tenant, not being in default of any of its obligations under this Lease, shall have the option and right to extend this Lease for a term of twenty (20) years (called "first extension" herein), subject to the following conditions:

A. If Tenant desires to exercise its option to extend this Lease for an additional term of twenty (20) years, it shall do so by giving written notice thereof to Landlord during the last year of the sixty (60) year term of this Lease and at least six (6) months in advance of the expiration of the sixty (60) year term granted under this Lease.

B. If Tenant exercises its right to the first extension, then all of the terms of this Lease shall be just as applicable and binding as if the first extension was the original term of this Lease.

20. No assent, express or implied by Landlord or University, to any breach of any of the conditions, terms, or covenants contained herein to be performed by Tenant shall be deemed a waiver of any succeeding breach by Tenant of the same condition, term or covenant or any other condition, term or covenant.

21. Upon the termination of this Lease, whether by expiration of the term granted hereunder or earlier termination by virtue of default of Tenant, or for any other reason whatsoever, Tenant agrees to peacefully surrender to Landlord possession of the Lot and housing facility in as good condition and repair as reasonable and proper use thereof will permit; and Tenant shall execute any and all documents that might be necessary or requested by Landlord in order to effect such transfer.

22. The covenants, restrictions and reservations contained in this Lease are also deemed to be for the benefit of University on whose campus the Lot is located; and Landlord hereby designates University as its agent to act for it in all matters pertaining to this Lease, including, by way of

illustration and not limitation, the right to take any action necessary to enforce any of the provisions hereof, just as if University was the Landlord herein. University, by joining in the execution of this Lease, consents to be bound by any obligations imposed on it by the terms and conditions of this Lease.

23. Any notice herein required to be given to Landlord or University shall be served by Certified Mail, return receipt requested, or delivered personally to: Vice-President for Student Affairs, 282 Administration Bldg., University of Central Florida, Orlando, Florida 32816. All notices to be served upon Tenant shall be served by Certified Mail, return receipt requested, or delivered personally to Tenant at: c/o Gay Jung,  
713 Granville, Winter Park, FL 32789

All notices delivered by mail shall be deemed given when deposited in the U.S. Mail, in a securely-sealed envelope, properly addressed, postage prepaid.

OR3917 PG4807

IN WITNESS WHEREOF, the Lessor, Landlord, Tenant and University have caused this Lease to be executed in four (4) counterparts, each of which shall be deemed an original, on the dates indicated.

IN TESTIMONY WHEREOF, this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, the lawfully designated agent of the BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND of the State of Florida has hereunto subscribed his name and has caused the official seal to be hereunto affixed, in the City of Tallahassee, Florida, as Lessor herein.

(SEAL)  
BOARD OF TRUSTEES  
THE INTERNAL  
IMPROVEMENT TRUST  
FUND OF THE STATE  
OF FLORIDA

BOARD OF TRUSTEES OF THE INTERNAL  
IMPROVEMENT TRUST FUND OF THE  
STATE OF FLORIDA

Approved as to form and legality:

By *[Signature]*  
DNR Attorney

By see page 20  
EXECUTIVE DIRECTOR, FLORIDA  
DEPARTMENT OF NATURAL RESOURCES

Executed by the Landlord on  
the \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_.

(SEAL) FLORIDA BOARD OF REGENTS

BOARD OF REGENTS OF THE STATE OF  
FLORIDA, acting for and on behalf  
of the University of Central  
FLORIDA

\_\_\_\_\_  
Witness

BY see page 18-a  
\_\_\_\_\_, as

\_\_\_\_\_  
Witness

(SEAL) UNIVERSITY OF CENTRAL  
FLORIDA

Executed by the University on  
the 12 day of February, 1987.

*[Signature]*  
Witness

UNIVERSITY OF CENTRAL FLORIDA

By *[Signature]*  
Trevor Colbourn, as

*[Signature]*  
Witness

President

0R3917 PG4808

(SEAL)  
BOARD OF TRUSTEES OF  
THE INTERNAL IMPROVEMENT  
TRUST FUND OF THE STATE  
OF FLORIDA

Witnessed by:

\_\_\_\_\_

\_\_\_\_\_

Approved as to form and  
legality:

By: James M. Autista

Approved for compliance  
with Chapter 253.03, F.S.

By: Jack C. Wolff

(SEAL)  
Florida Board of  
Regents

Witnessed by:

Gregg Gleason

Max Atkins

BOARD OF TRUSTEES OF THE INTERNAL  
IMPROVEMENT TRUST FUND OF THE  
STATE OF FLORIDA

By: See page 20

Director, Division of State  
Lands, Agent for the Board of  
Trustees of the Internal  
Improvement Trust Fund of the  
State of Florida

Subscribed and sworn to before the  
undersigned authority this \_\_\_\_\_  
day of \_\_\_\_\_, 19\_\_\_\_.

\_\_\_\_\_  
NOTARY PUBLIC

(SEAL)

My commission expires:

BOARD OF REGENTS OF THE STATE  
OF FLORIDA, acting for and on  
behalf of the University of  
Central Florida

By: C. W. Blackwell Vice Chancellor  
Office of Budget  
Name: Charles B. Reed  
for Title: Chancellor

Subscribed and sworn to before the  
undersigned authority this 17<sup>th</sup>  
day of February, 1987.

Pamela M. Smith (SEAL)  
NOTARY PUBLIC

My commission expires:

Notary Public, State of Florida at Large.  
My Commission Expires June 13, 1988.

OR3917 PG4809

STATE OF FLORIDA  
COUNTY OF ORANGE

I hereby certify that on this day, before me, a Notary Public duly authorized in the State and county named to take acknowledgements, personally appeared Dr. Trevor Colbourn, to me known to be the person described as President of The University of Central Florida in and who executed the foregoing sub-lease, and acknowledged before me that that person executed the foregoing sub-lease in the name of and for that entity, affixing the seal of that entity thereto; that as such officer that person is duly authorized by that entity to do so; and that the foregoing sub-lease is the act and deed of that entity.

Witness my hand and official seal in the county and state named above this 12<sup>th</sup> day of February, 1987.

My commission expires:

Colbourn  
Notary Public

NOTARY PUBLIC, STATE OF FLORIDA  
MY COMMISSION EXPIRES: JAN. 17, 1991  
BONDED THRU NOTARY PUBLIC UNDERWRITERS

(CORPORATE SEAL)

Executed by the Tenant on  
the 14<sup>th</sup> day of Feb., 1987.

Carol R. Gibson  
Witness

Lisa R. Rice  
Witness

BY Susan L. Eberle  
President of Beta Lambda House Corp.  
House Corporation

STATE OF FLORIDA  
COUNTY OF

I hereby certify that on this day, before me, a Notary Public duly authorized in the state and county named above to take acknowledgements, personally appeared Susan L. Eberle, to me known to be the person described as President of Beta Lambda House Corp. in and who executed the foregoing sub-lease, and acknowledged before me that that person executed the foregoing sub-lease in the name of and for that entity, affixing the seal of that entity thereto; that as such officer that person is duly authorized by that entity to do so; and that the foregoing sub-lease is the act and deed of that entity.

Witness my hand and official seal in the county and state named above this 9<sup>th</sup> day of February, 1987.

My commission expires:

NOTARY PUBLIC, STATE OF FLORIDA  
MY COMMISSION EXPIRES: JAN. 17, 1991  
BONDED THRU NOTARY PUBLIC UNDERWRITERS

Martin D. Schuchert  
Notary Public

DR3917 PG4810

Approved on behalf of the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida:

(SEAL)

Board of Trustees of the  
Internal Improvement Trust  
Fund of the State of Florida

BOARD OF TRUSTEES OF THE INTERNAL  
IMPROVEMENT TRUST FUND OF THE  
STATE OF FLORIDA

Don E. Duden  
Witness

Jack L. Wolff  
Witness

STATE OF FLORIDA  
COUNTY OF LEON

By: Don E. Duden  
Don E. Duden, Assistant Executive  
Director, Department of Natural  
Resources, as agent for the  
Board of Trustees of the Internal  
Improvement Trust Fund of the  
State of Florida

The foregoing instrument was acknowledged before me this 13<sup>th</sup>  
day of July, 1987, by Don E. Duden,  
as Assistant Executive Director, DNR.

Approved as to form  
and legality:

By: James A. Coker  
DNR Attorney

Cheryl W. Coker  
NOTARY PUBLIC

My commission expires:

Notary Public, State of Florida  
My Commission Expires Aug. 13, 1990  
Bounded then they say - Insurance, etc.

OR3917 PG4811

## EXHIBIT "A"

LEGAL DESCRIPTION: LOT NO. 3

Greek Park  
University of Central Florida  
Orlando, Florida

From the Southwest corner of Section 3, Township 22 South, Range 31 East, Orange County, Florida, run North  $89^{\circ} 26' 19''$  East along the South line of the Southwest 1/4 of said Section 3 for a distance of 1344.83 feet to the Point of Intersection of a curve concave to the East and external to the curvature of the centerline of State Road S-520 as shown by Florida State Road Department plans for Section No. 75701 - 2601 dated December 23, 1956, said Point of Intersection being located at coordinates North 100,000.634 and East 4,999.835 of the Coordinate Grid System of the University of Central Florida; run thence North  $01^{\circ} 08' 00''$  East along the tangent of said curve and continuing North  $01^{\circ} 08' 00''$  East along the centerline of State Road S-520 for a distance of 2001.44 feet to an intersection with the centerline of Aquarius Drive, said intersection being at University coordinate point North 102,001.682 and East 5,039.422; run thence North  $85^{\circ} 21' 03''$  East along the centerline of Aquarius Drive for a distance of 198.67 feet; run thence North  $00^{\circ} 48' 41''$  East for a distance of 472.71 feet; Thence run N.  $18^{\circ} 45' 00''$  E., 352.50 feet to the Point of Beginning; Thence N.  $55^{\circ} 45' 00''$  E., 289.30 feet; Thence run S.  $41^{\circ} 34' 27''$  E., 245.90 feet to a point on the arc of a curve concave Southeasterly; Thence from a tangent bearing of S.  $48^{\circ} 05' 33''$  W., run Southwesterly along the arc of said curve, having for its elements a radius of 2105.0 feet and a central angle of  $06^{\circ} 50' 32''$ , for an arc distance of 251.39 feet; Thence run N.  $48^{\circ} 45' 00''$  W., 301.66 feet to the Point of Beginning. Containing 1.663 Acres, more or less. Reserving a 6-foot wide strip along the Northeasterly line thereof for Utility Easement.

RECORDED &amp; RETURNED TO SENDER

*Charles H. Latta*  
County Comptroller, Orange Co., FL

OR3917 PG4812



105.00  
This instrument prepared by  
and return to:

Philip F. Keidaish, Jr., P.A.  
320 W. Sabal Palm Place  
Suite 300  
Longwood, FL 32779  
(407) 682-7711

INSTR 20040071906

OR BK 07293 PG 0793

MARTHA O. HAYNIE, COMPTROLLER  
ORANGE COUNTY, FL  
02/04/2004 12:13:57 PM  
REC FEE 105.00

**AFFIDAVIT**

**BEFORE ME**, the undersigned authority, this day personally appeared **SUSAN TOPPARI**, as **President of BETA LAMBDA HOUSE CORPORATION OF DELTA DELTA DELTA, INC.**, a Florida corporation "Affiant(s)" who having been first duly sworn according to law, deposes and says:

The Sub-Lease attached hereto as Exhibit "A" is a true copy of the lease existing between the Board of Regents of the State of Florida, acting on behalf of the University of Central Florida, and Beta Lambda House Corporation of Delta Delta Delta, Inc.

**FURTHER AFFIANT(S) SAYETH NOT.**

STATE OF FLORIDA  
COUNTY OF ORANGE

*Susan Toppari*  
**SUSAN TOPPARI**  
7611 Pinemount Dr.  
Orlando, FL 32819

The foregoing instrument was acknowledged before me this 30<sup>th</sup> day of January, 2004, by **SUSAN TOPPARI**, as **President of Beta Lambda House Corporation of Delta Delta Delta, Inc.**, who has produced a driver's license as identification and who did not take an oath.

*Tamarah R. Chiriani*  
**Tamarah R. Chiriani**  
(print name)

Notary Public, State of Florida  
My Commission Expires:



Tamarah R Chiriani  
My Commission CC958377  
Expires August 12, 2004

S U B - L E A S E

THIS SUB-LEASE ("Lease" herein) between Board of Regents of the State of Florida ("Landlord" herein), acting for and on behalf of the University of Central Florida ("University" herein), and Beta Lambda House Corporation of Delta Delta Delta, Inc. ("Tenant" herein), whose mailing address is c/o Gay Jung 713 Granville, Winter Park, FL 32789, whereby Landlord leases to Tenant and Tenant leases from Landlord that certain real property ("Lot" herein) located in Orange County, Florida, particularly described in Exhibit "A" attached hereto and by reference made a part hereof, upon the following terms and conditions.

1. The term of this Lease shall commence on the date it is executed by Landlord and shall terminate sixty (60) years thereafter (unless terminated sooner under any of the terms and conditions herein contained); with Tenant to have the right and option to renew this Lease for an additional (20) year term as hereinafter provided.

2. Tenant acknowledges that the Lot is the subject of a ninety-nine (99) year lease (No. 2721) dated January 22, 1974, wherein the Landlord herein is the Lessee and the State of Florida Board of Trustees of the Internal Improvement Trust Fund is the Lessor ("Lessor" herein). Tenant further acknowledges receipt of a copy of said ninety-nine (99) year lease and that this Lease is subject to all the terms and conditions thereof. Tenant covenants that it will be bound by and will abide by all the terms and conditions of said ninety-nine (99) year lease and it will neither commit any act nor fail to commit any act which commission or omission would constitute a default thereunder.

3. The consideration for this Lease is the sum of \$10.00, and other good and valuable consideration. The Tenant asserts that it is desirous of sponsoring a housing unit at the University at which its members and scholars can be housed and to which its name can be affixed. The University, for its part, recognizes the value of having housing units available as an important adjunct in creating an academic atmosphere. Both parties recognize that these mutual benefits provide full, complete, and adequate consideration for the obligations herein created. By executing this agreement, both parties fully intend to be bound by the same.

4. Tenant shall use the Lot subject to the following restrictions, covenants and reservations:

**INSTR 20040071906  
OR BK 07293 PG 0795**

A. One or more buildings may be constructed on the Lot, and any construction method may be employed provided it meets all applicable code restrictions and has been reviewed and approved by the University as set forth herein. Said building(s) shall be used solely and exclusively as a University-approved housing facility for housing students attending the University of Central Florida.

B. No building shall be erected or altered on the Lot until all required permits and approvals have been obtained, nor until drawings and specifications have been approved in writing by the University Director of Facilities Planning ("Planning" herein) as to quality of recommended materials, harmony of external design with existing buildings, and as to location with respect to topography and finished grade elevations.

(i) All construction documents shall be prepared by an architect/engineer licensed to practice in the State of Florida.

(ii) Documents shall be submitted by individual Housing Corporations to "Planning" (in triplicate) as follows:

(1) Schematic Design (which shall include site plan except in instances where a planned renovation will not expand the outer perimeter of the walls, porches, overhangs, and steps of an existing house or paved areas on the lot)

(2) Design Development; and

(3) Contract Documents (Working drawings and specifications).

Approval of Contract Documents must be obtained prior to the commencement of any construction. Exceptions will be considered to the above requirements for document submittals for design processes not of a conventional nature.

(iii) Approval or disapproval of each phase of development will be issued within three weeks of "Planning's" receipt of the submittal. Note that compliance with all applicable codes and regulations is the total responsibility of the project architect/engineer.

(iv) The housing facility shall be designed and constructed in accordance with the following guidelines:

(1) The housing facility to be constructed on the Lot shall be of such size as to comfortably accommodate not less than 6 students living in the facility.

(2) The net liveable floor space of the housing facility, exclusive of open porches and terraces, shall be not less than 1800 square feet (for 6 students plus a housekeeper, with the area increased as required for additional students).

(3) The housing facility shall be constructed so the front faces the front lot line, shall not be constructed on the Lot closer than 50 feet from the front lot line nor closer than 15 feet from the side and rear lot lines. For the purposes expressed herein, overhangs, eaves and steps shall not be considered a part of the housing facility; provided, however, that this shall not be construed to permit any portion of the housing facility to encroach upon another lot.

On corner lots, the front yard shall be considered as abutting the street upon which the Lot has its least dimension. The rear yard in this case shall be opposite the front yard. The following structures are specifically excluded from the setback restrictions:

- (a) Steps and walks
- (b) Landscaping and landscape berms.
- (c) Planters not to exceed 3' in height.
- (d) An identification or directional sign or other sign specifically approved by the University.

(4) Sufficient parking shall be provided at the rear of the facility to accommodate the cars of all persons living on the premises. This does not have to be a paved lot but should be well defined and have suitable surfacing material.

(5) No tree may be removed from the Lot without the University's written approval.

(6) No building shall be more than three (3) stories in height.

(7) The Lot shall be sodded, irrigated, and landscaped with University-approved materials.

(8) Provide access for service and delivery vehicles. Provide sanitary means of garbage storage (with can washing facilities) in an area concealed from view.

(9) All roof mounted mechanical equipment and/or ductwork shall be screened from view by an enclosure which is compatible with the architecture of the building. Consideration shall be given to the line of sight from adjacent buildings.

**INSTR 20040071906  
OR BK 07293 PG 0797**

(10) Incinerator vents and stacks shall be located on the rear or non-street side of the building.

(11) Gutters and downspouts shall be a color compatible with the surface to which they are attached. If they are used as a major design element, the color shall be consistent with the color scheme of the building.

(12) Air conditioning equipment at grade shall be screened from the view of streets and adjacent properties.

(13) Vents, louvers, exposed flashing, tanks, stacks, overhead doors, rolling and "man" service doors shall be a color consistent with the color scheme of the building.

(14) All fencing used for screening shall be compatible with the architecture of the housing facility. Chain link and/or perimeter fencing will not be permitted. Maximum height of any fencing or combination of earth berm with fencing shall be six (6) feet.

(15) No antenna for transmission or reception of television signals or any other form of electromagnetic radiation shall be erected, used or maintained outside of any building, whether attached to an improvement or otherwise, without the prior written approval of the University.

(16) Exterior Lighting

(a) Exterior illumination of buildings, parking lots, service areas, sidewalks and driveways on-site shall be designed and installed to avoid visible glare (direct or reflected) from the street and adjacent properties.

(b) The use of site floodlighting, building-mounted or otherwise, or tall "freeway-type" fixtures is prohibited.

(c) All outdoor lighting fixtures shall be compatible with or complement the architectural character of the site and lighting fixtures along public rights-of-way.

(d) Lighting fixtures used to illuminate driveways and parking and service areas shall be freestanding fixtures with cut-off light sources.

- (e) Security lighting shall not project above the facia or roof line of any building. Security lighting fixtures shall not be substituted for parking lot or walkway lighting fixtures, and are restricted to lighting only service, storage, loading and other similar areas.
- (f) All exterior lighting fixtures shall be provided with high pressure sodium lamps, and be of a vandal-proof type.
- (g) The maximum height for poles on-site shall be 20'.

(17) Signs

- (a) For the purpose of these standards, signs shall mean all names, insignias, trademarks, and descriptive words or material of any kind affixed, inscribed, erected or maintained upon an individual site or upon any improvement on individual sites.
- (b) A sign shall be permitted to identify the organization occupying the housing facility provided it meets the requirements set forth herein.
- (c) No sign shall be located nearer than fifteen (15) feet to any property line.
- (d) The design, format and materials used in construction of the sign shall be consistent with the architecture of the site. All signs and sign elements including shape, form, materials, size, color and location shall be subject to approval by the University.
- (e) An identification sign will be permitted on an exterior wall of the building near the main entrance provided it is clearly integrated with the architecture and does not project above any roof or canopy.
- (f) The following signs will not be permitted:
  - 1. Billboards

2. Trailer signs
3. Roof signs
4. Any sign painted directly on any wall surface.
5. Any sign that has moving elements, flashing lights, or creates an appearance or illusion of motion.

(g) During Student Government election campaigns, it will be permissible for temporary signs or banners to be displayed promoting certain candidates provided they are promptly taken down after the election. No other political campaign signs will be permitted.

C. All construction work shall be performed by a general contractor licensed by the State of Florida.

D. The general contractor selected by the Tenant to perform the construction work shall be required to furnish a payment and performance bond (given for the benefit of the Landlord as well as the Tenant), in such form and with good and sufficient surety, as may be acceptable to "Planning," covering the faithful performance of the construction contract in strict compliance with the Contract Documents, and payment of all obligations in the full amount of the total contract sum; with "Planning" to receive a copy of said bond and certificate from the surety prior to the commencement of any construction.

E. Prior to and as a condition to commencement of construction, the contractor shall deliver to "Planning", in a form acceptable to the University Attorney, a properly executed and written waiver by the contractor and each subcontractor, waiving any right each of them may have to claim a lien of any kind or nature upon the land and improvements to be constructed thereon.

F. The architect/engineer who prepared the Contract Documents shall be required to make and be responsible for all site inspections, approval of all phases of construction and payment authorizations.

(i) The housing corporation shall keep "Planning" advised, directly or indirectly through the architect or contractor, of the construction progress so as to allow observation at any time.

(ii) It must be emphasized that the sole responsibility for construction observation and administration lies with the architect/engineer.

(iii) Before occupancy of the housing facility, it will be the responsibility of the housing corporation to be assured by the architect and contractor that all plumbing, mechanical, and electrical work and appliances specified in the Contract Documents are performing as required.

(iv) Promptly after completion of all construction, the architect/engineer shall furnish to "Planning" mylar as-built drawings of the housing facility.

G. The Tenant guarantees that the construction of the housing facility will be performed and completed in strict compliance with the Contract Documents as approved by "Planning", unless otherwise modified by applicable code requirements. Notwithstanding the foregoing, Tenant may propose to erect on the property herein described units commonly known as "manufactured housing" with the approval of "Planning". In the event Tenant desires to erect or install such buildings, other documents required to be furnished regarding the construction and erection of premises shall be deemed modified accordingly and in accordance with the best practices of the manufactured housing industry. Any manufactured building shall bear the insignia of approval of the State of Florida Department of Veterans and Community Affairs.

H. The Tenant acknowledges and agrees that neither the Lessor, the Landlord, University, nor any of their employees or agents, shall assume any responsibility or liability of any kind or nature for inferior or negligent construction of the housing facility, nor for personal injury or death to any person, or damage to property because of having approved the Contract Documents, regardless of whether the Contract Documents contain defects of any kind or nature; and that neither Lessor, Landlord nor University assumes any obligation to inspect the various phases of construction of the housing facility. Similarly, although Lessor, Landlord and University do not have any obligation to inspect the construction of the housing facility at any time, if, at their option and for their own benefit, they, or any of them, actually inspect or cause to be inspected, the housing facility or any phase of construction thereof, or do no



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**OR BK 07293 PG 0801**

inspections, Lessor, Landlord and University shall not assume any responsibility or liability of any kind or nature whatsoever for injury or death to any person, or for property damage as a result of defective construction or deviation from the Contract Documents in construction of the housing facility. If the general contractor deviates from the Contract Documents in construction of the housing facility, failure to inspect the construction of the housing facility or to object to such deviation at the time of any inspection shall not constitute approval by Landlord or University of such deviation or prohibit Landlord or University from thereafter requiring correction of the deviation so as to be in strict compliance with the Contract Documents.

I. The Lot shall at all times be considered a part of the University Campus; and the Lot and the housing facility to be built thereon, as well as all persons entering thereon or therein, whether as a resident, guest, or invitee, shall be subject to Landlord's and University's rules and regulations pertaining to traffic, sanitation, police regulations, conduct of students and University employees, and all governing rules and regulations of University Greek organizations.

J. In event construction of the housing facility, as herein described, shall not commence within eighteen months from the date of Landlord's execution of this Lease and the construction pursued with reasonable diligence, Landlord, on demand, shall have the right to terminate the Lease without refund of the total rental paid by Tenant. And shall have the right to assess the Tenant for the total of any other expenses incurred by Landlord and University in connection with or arising out of this Lease.

5. If, during the construction of the improvements on the premises it appears that the Tenant has at any time apparently abandoned construction or completion of the project, the University shall so advise the Tenant in writing. The Tenant shall then have thirty days within which to respond to the University's suggestion that the project has been apparently abandoned. In the event the Tenant fails to respond within the thirty day period, or within the period of time confirms that it has abandoned the project, the University shall then declare that the project has been permanently abandoned. At that juncture, the University shall enter into consultation with any lender or mortgagee having an interest in the project with the end in view of securing another tenant ready, willing and able to complete the

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OR BK 07293 PG 0802**

project. If, after a reasonable period of time, it appears that no successor tenant meeting University or lender or mortgagee requirements is available, the University shall then declare that the project has been permanently abandoned, and that title to all improvements, material, machinery, items of personal property, elements constituting real property, shall then vest in the University. The University may, at that time, either seek a successor tenant to continue the project, continue the project itself, or remove from the campus all of the improvements, whether consisting of real or personal property, of whatever nature and description, charging the cost of such removal to the account of the Tenant, and otherwise return the site to its original condition. Upon the abandonment of the project this Lease shall terminate.

6. After completion of the housing facility, if Tenant should desire to sub-sub-lease the Lot and lease the housing facility, Tenant shall first offer to Landlord and Lessor the right to terminate this Lease on the following terms and conditions:

Tenant shall make said offer to Landlord and Lessor in writing, and Landlord and Lessor shall have six (6) months from the submission of said offer within which to accept the offer by written notice to Tenant, and an additional six (6) months after acceptance to consummate the termination. Tenant's written offer shall be delivered to University. In event Landlord or Lessor terminate the Lease, Landlord shall pay to Tenant a sum to be computed as follows:

A. The appraised value of the housing facility constructed on the Lot by Tenant as of the date that said written offer to purchase is accepted by Landlord, less the total cost of any other expenses incurred by Landlord or University in connection with or arising out of this Lease.

B. The term "appraised value" as used herein, shall mean that value placed thereon by two or more of three appraisers, one appraiser to be selected by Landlord and one by Tenant, and a third by the two appraisers thus selected, or as determined by a single appraiser selected by both Landlord and Tenant (with each appraiser selected to be a member of the Appraisers Institute of the National Association of Realtors). The appraiser(s) shall be selected within 60 days after the written offer to terminate is delivered to Landlord, and the appraiser(s) report shall be delivered to both Landlord and Tenant

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within 45 days thereafter. The cost for the appraiser(s) report shall be borne by Tenant. If Landlord declines to accept the offer to terminate this Lease, either by giving express written notice to Tenant or by not responding in any manner within six (6) months from receipt of Tenant's offer, (and providing Tenant is not in default of any of its obligations under this Lease), Tenant shall be free to sub-sub-lease the Lot and the improvements thereon but only to an organization similar to Tenant and to be used only for the same purposes as allowed hereunder. Provided, however, Tenant shall not be released from any of its obligations hereunder and Tenant's sub-sub-Lessee shall execute a document agreeing to be bound by all the terms, conditions and covenants of this Lease and attorning to Landlord. Further, Tenant shall have no right to sub-sub-lease without the written consent of Landlord; and Tenant shall not have the right to assign any of its right, title, estate or interest in the Lot and improvements thereon except under all the conditions set forth in this paragraph: (provided, however, that the conditions set forth in this paragraph shall not apply in the event Tenant assigns its right, title, estate or interest therein and hereunder to a partnership or corporation in which Tenant has an interest as a general partner, limited partner, or shareholder and the right of that assignee subsequently to sublease the lot and improvements thereon to the Tenant.)

7. Nothing contained in this Lease shall be construed to limit or restrict the right of Landlord or University to regulate or modify the use of roads, streets, parkways, parks, driveways, parking areas, and other areas of vehicular or pedestrian traffic in the area of, and on the Lot, to the same extent as Landlord and University presently have or hereafter may have to regulate the use of such areas on other parts of the University campus.

8. The University will provide the utility lines for electrical, water, and sewage distribution systems, and telephone service as well as provision for storm water (all of these utilities referred to as "systems" herein) to the Lot property line. It shall be the responsibility of the housing corporation to provide the necessary extensions of the systems to the housing facility. Water and electric meters shall be provided by the housing corporation at the time extensions are made. After the installation of the systems, the University will maintain the utility lines

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OR BK 07293 PG 0804**

it installed to the property line, and the housing corporation shall maintain the extensions that it had installed from that point. All lines shall be underground. The University will provide and maintain a paved road along the front line prior to Tenant occupancy. Other roads, drives, parking areas, etc.; paved or otherwise, shall be the responsibility of the housing corporation.

9. Tenant shall maintain the housing facility constructed on the Lot in good condition and repair at all times. Tenant shall promptly make any and all repairs to the housing facility that may be necessary or desirable, including, but not limited to, those made necessary because of misuse or neglect by Tenant or its agents, employees, guests or invitees who may be in, on, or around the Lot and housing facility. Any and all repairs shall be made in quality at least equal to the original construction. Tenant shall also be responsible for installation and maintenance of University approved landscaping on the Lot. The Lot shall at all times be kept in a neat and clean condition and Tenant shall not permit the creation or maintenance of any unsafe or hazardous condition on the Lot or in or on the housing facility. Should Tenant fail to make any necessary repair promptly, or fail to remove any hazardous or dangerous condition which may come to exist on the Lot or in or around the housing facility, Landlord may make any such repairs and correct or remove any hazardous or dangerous condition and charge the cost thereof to Tenant, who, promptly upon demand, shall pay the cost thereof to the Landlord or be deemed in default hereunder.

10. In case of damage or destruction by fire or otherwise, Tenant shall repair, restore, or rebuild the housing facility on the Lot in accordance with the plans and specifications to be approved by Landlord under the same terms and conditions set forth in this Lease. Tenant shall commence the repair, restoration or rebuilding within a reasonable time after the damage or destruction has occurred, and shall proceed to completion with due diligence. As hereinafter set forth, all insurance proceeds shall be used only for the repair, restoration or rebuilding of the housing facility.

A. Tenant shall maintain fire and extended coverage insurance on the housing facility in an amount equal to the replacement value of the housing facility. Said insurance shall be in an amount acceptable to

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OR BK 07293 PG 0805**

Landlord. The insurance policy shall provide that the insurance shall not be cancelled by the insurer until a 30-day advance written notice is given to Landlord. A certificate of such insurance shall be provided by Tenant and delivered to Landlord at the time of Landlord's execution of this Lease. The entire proceeds of any insurance in case of loss shall be paid to a bank (to be agreed upon by Landlord and Tenant prior to Landlord's execution of this Lease) doing business in Orange County, as Trustee, which bank, in event the building is partially or completely destroyed by fire or other casualty, shall receive and distribute the proceeds of the insurance as herein provided. The entire proceeds of such insurance shall be paid to said bank and shall be held, paid and used solely for the repair, rebuilding or restoration of the housing facility on account of damage or destruction on which the insurance moneys will be paid. Tenant shall use such insurance moneys for the repair or reconstruction of the housing facility, and shall provide any additional sums required to complete the repair or reconstruction thereof, so that the repaired, rebuilt or newly constructed housing facility shall be at least equal in permanency of construction and value to the housing facility immediately prior to the damage or destruction. Said reconstruction shall be done in strict compliance with all the terms of this Lease just as if said housing facility was being built for the first time under all the terms of this Lease. The insurance moneys shall be paid out by the bank from time to time as the rebuilding, reconstruction or repair progresses, upon the signed certificate of the supervising architect/engineer, at the rate of 90% of the amounts due for labor and materials as shown by such certificates. The remaining 10% to be paid to Tenant after such repair or rebuilding shall have been completed and Tenant shall have furnished to the bank a certificate evidencing that all claims and demands for labor or materials used or furnished in repairing or rebuilding have been paid in full and that no claim or lien can accrue or be enforced against the Lot and housing facility on account thereof. In event of damage to or destruction of the housing facility where the cost of repairing or rebuilding same, as estimated by the supervising architect/engineer or certified by contract with a responsible contractor, shall exceed \$10,000, Tenant, before commencing repair or reconstruction of the housing facility, shall furnish to Landlord (for the benefit of Landlord and University as

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OR BK 07293 PG 0806**

well as Tenant), a payment and performance bond executed by a responsible surety company authorized to do business in the State of Florida as surety, in an amount of equal to the cost of repair or reconstruction as estimated by the supervising architect/engineer or as fixed by contract with a responsible contractor, conditioned that the repair or reconstruction of the housing facility shall be in strict compliance with the plans and specifications and that Tenant shall pay all claims and demands pertaining to such repair and rebuilding, and furnish to the bank evidence of payment thereof, and that no claim or lien can accrue or be enforced against the Lot and housing facility on account thereof.

B. The bond may be given by the contractor, if conditioned as required herein, and given for the benefit of Landlord and University as well as Tenant; and the cost thereof, and the necessary architect's/engineer's' fee, may be considered as a part of the cost of repair or reconstruction and paid by the bank out of the insurance moneys for the benefit of Tenant. The bond shall be delivered to and held by the bank.

C. Tenant agrees that it will commence required repairs or reconstruction promptly and within a reasonable time after the bank receives the proceeds of the insurance paid on account of damage or destruction, and prosecute the work of repair or reconstruction to completion promptly and with reasonable speed and diligence.

11. Tenant shall obtain and maintain, throughout the period of time that this Lease is in effect, comprehensive public liability insurance in an insurance company licensed and authorized to do business in the State of Florida, in an amount of not less than \$500,000 for injury or death to any one person, not less than \$2,500,000 on account of injury or death arising out of any one occurrence, and personal property damage insurance of not less than \$50,000 for each occurrence; which insurance shall designate Lessor, Landlord and University as additional insureds, and shall insure Lessor, Landlord and University against liability for injury or death to any person(s), for loss or damage to property occurring on, in, or about the Lot and housing facility arising from or growing out of the negligent act(s) of Tenant, its agents, employees, contractors, guests, invitees, and residents of the housing facility; or any use or occupancy of the Lot or housing facility by Tenant contrary to the valid laws, rules and

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OR BK 07293 PG 0807**

regulations of the State of Florida, County of Orange, and the United States of America. A certificate of such insurance shall be provided by Tenant to Lessor and Landlord at the time of their execution of this Lease, specifically providing that the insurance shall not be cancelled by the insurer until a 30-day advance written notice is given to Landlord. The amount of insurance required herein shall be adjusted each 5 years to reflect current values and trends in this type of insurance.

12. Tenant hereby agrees to at all times indemnify, save free and hold harmless the State of Florida, Lessor, Landlord, and University, and their agents and employees, from every and all cost, loss, damages, liabilities, expenses, claims, demands and judgments, including court costs and attorney fees, which may arise from or be claimed against the State of Florida, Lessor, Landlord, University, or their agents or employees, by any person(s) for any injury or death, or damage to property, or damage of whatever kind or character, consequent upon or arising from construction of the housing facility, Tenant's use and occupancy of the Lot and housing facility, or consequent upon or arising from any neglect or fault of Tenant, its agents, employees, guests and invitees, to comply with all laws, statutes, rules and regulations of the State of Florida, County of Orange, and the United States of America, now or hereafter in force; and, as a result thereof, if any suits or proceedings shall be brought against the State of Florida, Landlord, University, or their agents or employees, or any of them, Tenant, upon request of any one or more of them, shall defend same and shall pay whatever judgment(s) may be obtained against the State of Florida, Landlord, University, or their agents and employees.

13. Tenant not being in default in any of its obligations under this Lease, is hereby granted, and shall have the right to make such future alterations and improvements to the housing facility to be constructed on the Lot as may be necessary and beneficial in utilizing said housing facility consistent with the intended purpose, and provided that during the term of this Lease, no alterations or improvements shall be made to said housing facility which substantially affect the foundation, floors, walls, or roof of said housing facility without the prior written consent of University, which consent shall not be unreasonably withheld.

14. Tenant shall not make nor allow any unlawful, improper offensive use of the Lot or housing facility, or any use or occupancy thereof

contrary to the laws of the State of Florida, County of Orange, and which may now or hereafter be in effect. Tenant shall comply with all laws, statutes, ordinances, orders, rules and regulations of federal, state, county or of any departments or divisions thereof, and will comply with the directions of any public officers(s) thereof.

15. Landlord and University shall have the right, at any and all reasonable times, to enter upon the Lot and into the housing facility for the purpose of making inspections to determine whether Tenant is maintaining the Lot and housing facility in accordance with the terms of this Lease.

16. In event Tenant shall abandon the Lot and housing facility, or in event of any breach by Tenant of any of the terms, conditions or covenants contained in this Lease, and if said default shall continue for 15 days after written notice of such default has been given to Tenant by Landlord, this Lease shall automatically terminate. In addition, if Tenant shall make an assignment for the benefit of creditors, or if a receiver or trustee is appointed for Tenant, or if there is a voluntary or involuntary petition in bankruptcy filed which is not discharged within 15 days of its being filed, or if Tenant is declared insolvent or if Tenant is adjudged a bankrupt or files for an arrangement for reorganization under the Bankruptcy Laws, or if any of Tenant's assets or property on the Lot or in the housing facility shall be attached or levied upon, it shall constitute a default hereunder and this Lease shall automatically terminate. Upon the termination of this Lease, either under any of the provisions contained in this paragraph, or under any provision contained in this Lease, all right, title and interest of Tenant in and to this Lease, and in and to the Lot hereby leased, and in and to the housing facility to be constructed thereon shall automatically become terminated and forfeited, and all right, estate and interest of the Tenant in and under this Lease and in and to the Lot and housing facility to be constructed thereon shall vest in Landlord. Further, Landlord shall be entitled to seek and pursue any other rights recognized or available to it under the laws of the State of Florida.

17. Tenant shall not suffer the underlying fee simple or the University's leasehold interest to the land to become subject to any lien, charge or encumbrance whatsoever, and shall indemnify Lessor and Landlord



**INSTR 20040071906  
OR BK 07293 PG 0809**

against any liens, charges or encumbrances; it being expressly agreed that Tenant shall have no authority, express or implied, to create any lien, charge or encumbrance upon the underlying fee simple or the University's leasehold interest to the land provided, however, that Tenant may pledge this sub-Lease, the housing facility and improvements, as security for loans, mortgages or financing.

18. Landlord does not warrant nor guarantee title, right or interest in the Lot.

19. Tenant, not being in default of any of its obligations under this Lease, shall have the option and right to extend this Lease for a term of twenty (20) years (called "first extension" herein), subject to the following conditions:

A. If Tenant desires to exercise its option to extend this Lease for an additional term of twenty (20) years, it shall do so by giving written notice thereof to Landlord during the last year of the sixty (60) year term of this Lease and at least six (6) months in advance of the expiration of the sixty (60) year term granted under this Lease.

B. If Tenant exercises its right to the first extension, then all of the terms of this Lease shall be just as applicable and binding as if the first extension was the original term of this Lease.

20. No assent, express or implied by Landlord or University, to any breach of any of the conditions, terms, or covenants contained herein to be performed by Tenant shall be deemed a waiver of any succeeding breach by Tenant of the same condition, term or covenant or any other condition, term or covenant.

21. Upon the termination of this Lease, whether by expiration of the term granted hereunder or earlier termination by virtue of default of Tenant, or for any other reason whatsoever, Tenant agrees to peacefully surrender to Landlord possession of the Lot and housing facility in as good condition and repair as reasonable and proper use thereof will permit; and Tenant shall execute any and all documents that might be necessary or requested by Landlord in order to effect such transfer.

22. The covenants, restrictions and reservations contained in this Lease are also deemed to be for the benefit of University on whose campus the Lot is located; and Landlord hereby designates University as its agent to act for it in all matters pertaining to this Lease, including, by way of

**INSTR 20040071906**  
**OR BK 07293 PG 0810**

illustration and not limitation, the right to take any action necessary to enforce any of the provisions hereof, just as if University was the Landlord herein. University, by joining in the execution of this Lease, consents to be bound by any obligations imposed on it by the terms and conditions of this Lease.

23. Any notice herein required to be given to Landlord or University shall be served by Certified Mail, return receipt requested, or delivered personally to: Vice-President for Student Affairs, 282 Administration Bldg., University of Central Florida, Orlando, Florida 32816. All notices to be served upon Tenant shall be served by Certified Mail, return receipt requested, or delivered personally to Tenant at: c/o Gay Jung,  
713 Granville, Winter Park, FL 32789

All notices delivered by mail shall be deemed given when deposited in the U.S. Mail, in a securely-sealed envelope, properly addressed, postage prepaid.

**INSTR 20040071906  
OR BK 07293 PG 0811**

IN WITNESS WHEREOF, the Lessor, Landlord, Tenant and University have caused this Lease to be executed in four (4) counterparts, each of which shall be deemed an original, on the dates indicated.

IN TESTIMONY WHEREOF, this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, the lawfully designated agent of the BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND of the State of Florida has hereunto subscribed his name and has caused the official seal to be hereunto affixed, in the City of Tallahassee, Florida, as Lessor herein.

(SEAL)  
BOARD OF TRUSTEES  
THE INTERNAL  
IMPROVEMENT TRUST  
FUND OF THE STATE  
OF FLORIDA

BOARD OF TRUSTEES OF THE INTERNAL  
IMPROVEMENT TRUST FUND OF THE  
STATE OF FLORIDA

Approved as to form and legality:

By \_\_\_\_\_  
DNR Attorney

By see page 20  
EXECUTIVE DIRECTOR, FLORIDA  
DEPARTMENT OF NATURAL RESOURCES

Executed by the Landlord on  
the \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_.

(SEAL) FLORIDA BOARD OF REGENTS

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Witness

BOARD OF REGENTS OF THE STATE OF  
FLORIDA, acting for and on behalf  
of the University of Central  
FLORIDA

BY see page 18-a  
\_\_\_\_\_, as

(SEAL) UNIVERSITY OF CENTRAL  
FLORIDA

Michael A. Kern  
Witness

John L. Becker  
Witness

Executed by the University on  
the 12<sup>th</sup> day of February, 1997.

UNIVERSITY OF CENTRAL FLORIDA

By Trevor Colbourn  
Trevor Colbourn, as

President

(SEAL)  
BOARD OF TRUSTEES OF  
THE INTERNAL IMPROVEMENT  
TRUST FUND OF THE STATE  
OF FLORIDA

Witnessed by:

\_\_\_\_\_

\_\_\_\_\_

Approved as to form and  
legality:

By: \_\_\_\_\_

Approved for compliance  
with Chapter 253.03, F.S.

By: Jack C. Wolff

BOARD OF TRUSTEES OF THE INTERNAL  
IMPROVEMENT TRUST FUND OF THE  
STATE OF FLORIDA

By: See page 20  
Director, Division of State  
Lands, Agent for the Board of  
Trustees of the Internal  
Improvement Trust Fund of the  
State of Florida

Subscribed and sworn to before the  
undersigned authority this \_\_\_\_\_  
day of \_\_\_\_\_, 19\_\_\_\_.

\_\_\_\_\_  
NOTARY PUBLIC (SEAL)

My commission expires:

(SEAL)  
Florida Board of  
Regents

Witnessed by:

Gregg Gleason

Max Atkins

BOARD OF REGENTS OF THE STATE  
OF FLORIDA, acting for and on  
behalf of the University of  
Central Florida

By: C. W. Blackwell Vice Chancellor  
for Name: Charles B. Reed Office of Budget  
Title: Chancellor

Subscribed and sworn to before the  
undersigned authority this 17<sup>th</sup>  
day of February, 1987.

Pamela M. Smith (SEAL)  
NOTARY PUBLIC

My commission expires:

Notary Public, State of Florida at Large.  
My Commission Expires June 13, 1988.

INSTR 20040071906  
OR BK 07293 PG 0813

STATE OF FLORIDA  
COUNTY OF ORANGE

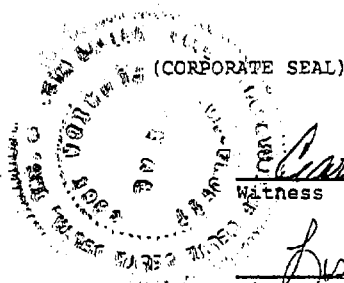
I hereby certify that on this day, before me, a Notary Public duly authorized in the State and county named to take acknowledgements, personally appeared Dr. Trevor Colbourn, to me known to be the person described as President of The University of Central Florida in and who executed the foregoing sub-lease, and acknowledged before me that that person executed the foregoing sub-lease in the name of and for that entity, affixing the seal of that entity thereto; that as such officer that person is duly authorized by that entity to do so; and that the foregoing sub-lease is the act and deed of that entity.

Witness my hand and official seal in the county and state named above this 12<sup>th</sup> day of February, 1987.

My commission expires:

[Signature]  
Notary Public

NOTARY PUBLIC STATE OF FLORIDA  
MY COMMISSION EXPIRES APR 15 1987  
BONDED THRU GENERAL INSURANCE UND



[Signature]  
Witness

[Signature]  
Witness

Executed by the Tenant on  
the 9<sup>th</sup> day of Feb., 1987.

BY [Signature]

[Signature]  
as  
President of Beta Lambda  
House Corporation

STATE OF FLORIDA  
COUNTY OF

I hereby certify that on this day, before me, a Notary Public duly authorized in the state and county named above to take acknowledgements, personally appeared Susan L. Eberle, to me known to be the person described as President of Beta Lambda House Corp. and who executed the foregoing sub-lease, and acknowledged before me that that person executed the foregoing sub-lease in the name of and for that entity, affixing the seal of that entity thereto; that as such officer that person is duly authorized by that entity to do so; and that the foregoing sub-lease is the act and deed of that entity.

Witness my hand and official seal in the county and state named above this 9th day of February, 1987.

My commission expires:

NOTARY PUBLIC STATE OF FLORIDA  
MY COMMISSION EXPIRES: JAN. 17, 1991.  
BONDED THRU NOTARY PUBLIC UNDERWRITERS

[Signature]  
Notary Public

**INSTR 20040071906**  
**OR BK 07293 PG 0814**

Approved on behalf of the Board of Trustees of the Internal  
 Improvement Trust Fund of the State of Florida:

(SEAL)  
 Board of Trustees of the  
 Internal Improvement Trust  
 Fund of the State of Florida

BOARD OF TRUSTEES OF THE INTERNAL  
 IMPROVEMENT TRUST FUND OF THE  
 STATE OF FLORIDA

Bruce Audall  
 Witness

Jack A. Wolff  
 Witness

STATE OF FLORIDA  
 COUNTY OF LEON

By: Don E. Duden  
 Don E. Duden, Assistant Executive  
 Director, Department of Natural  
 Resources, as agent for the  
 Board of Trustees of the Internal  
 Improvement Trust Fund of the  
 State of Florida

The foregoing instrument was acknowledged before me this 13<sup>th</sup>  
 day of March, 1987, by Don E. Duden,  
 as Assistant Executive Director, DNR.

Cheryl W. Coker  
 NOTARY PUBLIC

Approved as to form  
 and legality:

By: Janet C. Coker  
 DNR Attorney

My commission expires:

**INSTR 20040071906**  
**OR BK 07293 PG 0815**  
**LAST PAGE**

**EXHIBIT "A"**  
**LEGAL DESCRIPTION: LOT NO. 3**

Greek Park  
 University of Central Florida  
 Orlando, Florida

From the Southwest corner of Section 3, Township 22 South, Range 31 East, Orange County, Florida, run North 89° 26' 19" East along the South line of the Southwest 1/4 of said Section 3 for a distance of 1344.83 feet to the Point of Intersection of a curve concave to the East and external to the curvature of the centerline of State Road S-520 as shown by Florida State Road Department plans for Section No. 75701 - 2601 dated December 23, 1958, said Point of Intersection being located at coordinates North 100,000.634 and East 4,999.835 of the Coordinate Grid System of the University of Central Florida; run thence North 01° 08' 00" East along the tangent of said curve and continuing North 01° 08' 00" East along the centerline of State Road S-520 for a distance of 2001.44 feet to an intersection with the centerline of Aquarius Drive, said intersection being at University coordinate point North 102,001.682 and East 5,039.422; run thence North 89° 21' 03" East along the centerline of Aquarius Drive for a distance of 198.67 feet; run thence North 00° 48' 41" East for a distance of 472.71 feet; Thence run N. 18° 45' 00" E., 352.50 feet to the Point of Beginning; Thence N. 55° 45' 00" E., 289.30 feet; Thence run S. 41° 54' 27" E., 245.96 feet to a point on the arc of a curve concave Southeasterly; Thence from a tangent bearing of S. 48° 05' 33" W., run Southwesterly along the arc of said curve, having for its elements a radius of 2105.0 feet and a central angle of 06° 50' 33", for an arc distance of 251.39 feet; Thence run N. 48° 45' 00" W., 301.66 feet to the Point of Beginning. Containing 1.663 Acres, more or less. Reserving a 6.00 foot wide strip along the Northeasterly line thereof for Utility Easement.



INSTR 20030412115  
 OR BK 07013 PG 0522  
 MARTHA O. HAYNIE, COMPTROLLER  
 ORANGE COUNTY, FL  
 07/23/2003 01:59:25 PM  
 REC FEE 6.00  
 LAST PAGE

(Space Above This Line For Recording Data)

### Satisfaction of Mortgage

The below-named bank (hereinafter referred to as SunTrust Bank), hereby certifies that as owner of that certain mortgage more particularly identified below and the obligation which it secures, have been paid and fully satisfied, and hereby consents to and directs that the same be discharged of record.

Mortgagor: BETA LAMBDA HOUSE CORPORATION OF DELTA, DELTA, DELTA, INC., a Florida Corporation

Date of Mortgage: July 23, 1987

Original Principal Amount of Mortgage: \$ 410,000.00

Place of Recording: Orange County, Florida

Date of Recording: 9/4/1987

Recording Reference

Recorded: 9/4/1987

O.R. Book: 3917 Page: 4777

This also satisfies:

Assignment of Leases and Rentals:	O.R. Book: 3917 Page: 4813 Recorded: 9/4/1987
Note and Mortgage Extension Agreement:	O.R. Book: 4616 Page: 1805 Recorded: 9/8/1993
Note and Mortgage Modification Agreement:	O.R. Book: 5583 Page: 4001 Recorded: 10/05/1998
Ucc Orange County:	O.R. Book: 3917 Page: 4816 Recorded: 9/4/1987

WITNESS WHEREOF, SunTrust Bank has duly Executed this Satisfaction of July 17, 2003.

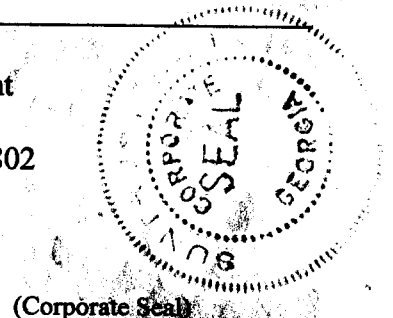
WITNESSES:

SunTrust Bank, f/k/a SunTrust Bank, Central Florida,  
 N.A., f/k/a Sun Bank, National Association.

  
 Frances Smith

By: 

Marla Wicker  
 As its: Vice President  
 P.O. Box 2806  
 Orlando, Florida 32802



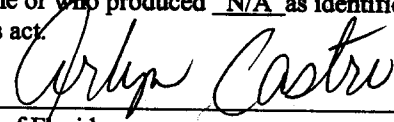
STATE OF FLORIDA )  
 COUNTY OF Orange ) SS:

(Corporate Seal)

Before me, a Notary Public authorized to take acknowledgments, personally appeared on (7/17/2003) Marla Wicker as Vice President of the above-identified SunTrust Bank, and who is personally known to me or who produced N/A as identification and who executed the foregoing under authority vested by SunTrust Bank and as its act.

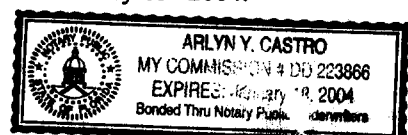
This instrument was prepared by:

Name: Herminia Murphy  
 Bank: SunTrust Bank  
 MC: FI-Orlando-9026  
 P.O. Box 2806  
 Orlando, Florida 32802

  
 Notary Public, State of Florida

Name: Arlyn Y. Castro

My commission expires: January 18<sup>th</sup> 2004.







INSTR 20030253194

OR BK 06899 PG 4260

MARTHA O. HAYNIE, COMPTROLLER  
ORANGE COUNTY, FL

05/07/2003 08:27:09 AM

MTG DOC TAX 2,587.20

REC FEE 100.50

**THIS DOCUMENT PREPARED BY:**

Randolph J. Rush, Esq.  
Winderweeidle, Haines, Ward  
& Woodman, P.A.  
Post Office Box 880  
Winter Park, Florida 32790-0880



**LEASEHOLD MORTGAGE AND SECURITY AGREEMENT**

**("Mortgage")**

**THIS LEASEHOLD MORTGAGE AND SECURITY AGREEMENT** (the "Mortgage"), made this 2nd day of May, 2003, between BETA LAMBDA HOUSE CORPORATION OF DELTA DELTA DELTA, INC., a Florida not for profit corporation, whose mailing address is 415 Peachtree Road, Orlando, Florida 32804 (the "Borrower"), and CNLBank, a Florida banking corporation, whose mailing address is 450 South Orange Avenue, Orlando, Florida 32801 (the "Lender");

**W I T N E S S E T H:**

**WHEREAS**, Borrower is indebted to Lender in the principal sum of SEVEN HUNDRED THIRTY-NINE THOUSAND TWO HUNDRED DOLLARS (\$739,200.00), together with interest thereon, as evidenced by that certain promissory note of even date herewith, executed by Borrower and delivered to Lender, (the "Note"), which by reference is made a part hereof to the same extent as though set out in full herein. The Note, this Mortgage and all other documents executed in connection therewith, now or hereafter, are herein referred to as the "Loan Document(s)".

**NOW, THEREFORE**, to secure the performance and observance by Borrower of all covenants and conditions in the Note and all renewals, extensions and modifications thereof and in this Mortgage and in all other Loan Documents, and in order to charge the properties, interests and rights hereinafter described with such payment, performance and observance, and for and in consideration of the sum of ONE DOLLAR (\$1.00) paid by Lender to Borrower this date, and for other valuable considerations, the receipt of which is acknowledged, Borrower does hereby grant, bargain, sell, alien, remise, release, convey, assign, transfer, mortgage, hypothecate, pledge, deliver, set over, warrant and confirm unto Lender, its successors and assigns forever:

**NOTE:**

**THIS IS A MORTGAGE ENCUMBERING THE BORROWER'S LEASEHOLD INTEREST IN THE LAND AND A SECURITY AGREEMENT COVERING PERSONAL PROPERTY DESCRIBED HEREIN. AS SUCH, THIS MORTGAGE IS SUBJECT TO THE ANNUAL RECURRING INTANGIBLE TAX IMPOSED BY SECTION 199.032 FLORIDA STATUTES (2002) AND IS NOT SUBJECT TO THE NON-RECURRING INTANGIBLE TAX IMPOSED BY SECTION 199.133(1) FLORIDA STATUTES (2002).**

### THE MORTGAGED PROPERTY

(A) **THE LAND.** All that leasehold estate, and all interests related thereto including extensions thereof, created by, and all and of the right, title and interest of the Borrower as Sub-Lessee in, to and under that certain Sub-Lease dated March 13, 1987 by and between the Board of Regents of the State of Florida and Borrower as Sub-Lessee (which Sub-Lease is hereinafter referred to as the "Ground Lease"), which Ground Lease grants a leasehold estate to Borrower in and to that certain piece, parcel or tract of land of real property of which the Borrower is now in actual or constructive possession, situate in the County of Orange, State of Florida, (the "Land"), described as follows to wit:

From the Southwest corner of Section 3, Township 22 South, Range 31 East, Orange County, Florida, run N89°26'19"E along the South line of the Southwest 1/4 of said Section 3 for a distance of 1344.83 feet to the point of intersection of a curve concave to the East and external to the curvature of the centerline of State Road S-520 as shown by Florida State Road Department Plans for Section No. 75701-2601 dated December 23, 1958, said point of intersection being located at Coordinates North 100,000.634 and East 4,999.835 of the Coordinate Grid System of the University of Central Florida; run thence N01°08'00"E along the tangent of said curve and continuing N01°08'00"E along the centerline of State Road S-520 for a distance of 2001.44 feet to an intersection with the centerline of Aquarius Drive, said intersection being at University Coordinate Point North 102,001.682 and East 5,039.422; run thence N89°21'03"E along the centerline of Aquarius Drive for a distance of 198.67 feet; run thence N00°48'41"E for a distance of 472.71 feet; thence run N18°45'00"E, 352.50 feet to the Point of Beginning; thence N55°45'00" E, 289.30 feet; thence run S41°54'27"E, 245.96 feet to a point on the arc of a curve concave Southeasterly; thence from a tangent bearing of S48°05'33"W, run Southwesterly along the arc of said curve, having for its elements a radius of 2105.00 feet and a central angle of 6°50'33", for an arc distance of 251.39 feet; thence run N48°45'00"W, 301.66 feet to the Point of Beginning.

Subject to a 6.0 foot wide strip along the Northeasterly line thereof for a utility easement.

This is a Leasehold Mortgage and wherever contained herein and when the context so requires, the term "fee simple interest" or words of similar import shall be construed to include and mean "leasehold interest" and all of Borrower's right, title and interest in and to the leasehold interest is mortgaged and pledged to the Lender by this Mortgage.

(B) **THE IMPROVEMENTS.** TOGETHER WITH all buildings, structures and improvements of every nature whatsoever now or hereafter situated on the Land, and all fixtures, machinery, appliances, equipment, furniture, and personal property of every nature whatsoever now or hereafter owned by Borrower and located in or on, or attached to, or used or intended to be used in connection with or with the operation of, the Land, buildings, structures or other improvements, or in connection with any construction being conducted or which may be conducted thereon, and

owned by Borrower, including all extensions, additions, improvements, betterments, renewals, substitutions, and replacements to any of the foregoing and all of the right, title and interest of Borrower in and to any such personal property or fixtures (subject to any lien, security interest or claim) together with the benefit of any deposits or payments now or hereafter made on such personal property or fixtures by Borrower or on its behalf (the "Improvements").

**(C) EASEMENTS OR OTHER INTERESTS.** TOGETHER WITH all easements, rights of way, gores of land, streets, ways, alleys, passages, sewer rights, waters, water courses, water rights and powers, and all estates, rights, titles, interests, privileges, liberties, tenements, hereditaments and appurtenances whatsoever, in any way belonging, relating or appertaining to any of the property hereinabove described, or which hereafter shall in any way belong, relate or be appurtenant thereto, whether now owned or hereafter acquired by Borrower, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof, and all the estate, right, title, interest, property, possession, claim and demand whatsoever, at law as well as in equity, of Borrower of, in and to the same, including but not limited to all judgments, awards of damages and settlements hereafter made resulting from condemnation proceedings or the taking of the property described in paragraphs (A), (B) and (C) (the "Property") hereof or any part thereof under the power of eminent domain, or for any damage (whether caused by such taking or otherwise) to the Property hereof or any part thereof, or to any rights appurtenant thereto, and all proceeds of any sales or other dispositions of the Property or any part thereof.

**(D) ASSIGNMENT OF RENTS.** TOGETHER WITH all rents, royalties, issues, profits, revenue, income and other benefits from the Property, including but not limited to rents, royalties, issues, profits, revenue, income and other benefits from transient and or short term rentals of the Property by Borrower to its members, to be applied against the indebtedness and other sums secured hereby, provided, however, that permission is hereby given to Borrower so long as no default has occurred hereunder, to collect, receive, take, use and enjoy such rents, royalties, issues, profits, revenue, income and other benefits as they become due and payable, but not in advance thereof, to enforce all Borrower's rights under any lease now or hereafter affecting the Property. The foregoing assignment shall be fully operative without any further action on the part of either party and specifically Lender shall be entitled, at its option upon the occurrence of a default hereunder, to all rents, royalties, issues, profits, revenue, income and other benefits from the Property, including but not limited to rents, royalties, issues, profits, revenue, income and other benefits from transient and or short term rentals of the Property by Borrower to its members, whether or not Lender takes possession of the Property. Upon any such default hereunder, the permission hereby given to Borrower to collect such rents, royalties, issues, profits, revenue, income and other benefits from the Property, including but not limited to rents, royalties, issues, profits, revenue, income and other benefits from transient and or short term rentals of the Property by Borrower to its members, shall terminate and such permission shall not be reinstated upon a cure of the default without Lender's specific consent. Neither the exercise of any rights under this paragraph by Lender nor the application of any such rents, royalties, issues, profits, revenue, income or other benefits to the indebtedness and other sums secured hereby, shall cure or waive any default or notice of default

hereunder or invalidate any act done pursuant hereto or to any such notice, but shall be cumulative of all other rights and remedies.

**(E) ASSIGNMENT OF LEASES.** TOGETHER WITH all right, title and interest of Borrower in and to any and all leases now or hereafter on or affecting the Property together with all security therefor and all monies payable thereunder, subject, however, to the conditional permission hereinabove given to Borrower to collect the rentals and enforce its rights under any such lease. The foregoing assignment of any lease shall not be deemed to impose upon Lender any of the obligations or duties of Borrower provided in any such lease, and Borrower agrees to fully perform all obligations of the lessor under all such leases. Upon Lender's request, Borrower agrees to send to Lender a list, or copy, of all leases covered by the foregoing assignment and as any such lease shall expire or terminate or as any new lease shall be made, Borrower shall so notify Lender in order that at all times Lender shall have a current list of all leases affecting the Property. Lender shall have the right, at any time and from time to time, to notify any lessee of the rights of Lender as provided by this paragraph. From time to time, upon request of Lender, Borrower shall specifically assign to Lender as additional security hereunder, by an instrument in writing in such form as may be approved by Lender, all right, title and interest of Borrower in and to any and all leases now or hereafter on or affecting the Mortgaged Property, together with all security therefor and all monies payable thereunder, subject to the conditional permission hereinabove given to Borrower to collect the rentals and enforce its rights under any such lease. Borrower shall also execute and deliver to Lender any notification, financing statement or other document reasonably required by Lender to perfect the foregoing assignment as to any such lease. Upon the reasonable request of the Lender, the Borrower shall provide the Lender with estoppel letters or certificates from the various tenants, if any, occupying the Mortgaged Property, stating in detail, the current status of their lease and/or occupancy of the Mortgaged Property.

This instrument constitutes an absolute and present assignment of the rents, royalties, issues, profits, revenue, income and other benefits from the Mortgaged Property, subject, however, to the conditional permission given to Borrower to collect, receive, take, use and enjoy the same and enforce its rights as provided hereinabove; provided, further, that the existence or exercise of such right of Borrower shall not operate to subordinate this assignment to any subsequent assignment, in whole or in part, by Borrower, and any such subsequent assignment by Borrower shall be subject to the rights of Lender hereunder.

**(F) FIXTURES AND PERSONAL PROPERTY.** TOGETHER WITH a security interest in (i) all property and fixtures affixed to or located on the Property which, to the fullest extent permitted by law shall be deemed fixtures and a part of the Property; (ii) all articles of personal property and all materials delivered to the Property for use in any construction being conducted thereon, and owned by Borrower; (iii) all proceeds, products, replacements, additions, substitutions, renewals and accessions of any of the foregoing; (iv) all contract rights, general intangibles, water and sewer payments, leases and lease payments, eminent domain awards, insurance policies and proceeds, actions and rights in action, as all of the same may relate to the

Property; (v) all contracts, agreements, licenses and permits, now or hereafter in existence, used by the Borrower in connection with the operation of any business now, or hereafter, operated on the Land; and (vi) all instruments, documents, chattel papers and general business intangibles relating to or arising from the collateral described in this paragraph (F) and all cash and non-cash proceeds and products thereof. The foregoing items (i), (ii) and (iii) (hereinafter the "Tangible Property") include (a) all rights, title and interest of Borrower in and to the minerals, soil, flowers, shrubs, crops, trees, timber and other emblems now or hereafter on the Property or under or above the same or any part or parcel thereof; (b) all machinery, apparatus, equipment, fittings, fixtures, whether actually or constructively attached to the Property and including all trade, domestic and ornamental fixtures and articles of personal property of every kind and nature whatsoever now or hereafter located in, upon or under the Property or any part thereof and used or usable in connection with any present or future operation of the Property and now owned or hereafter acquired by Borrower, including, but without limiting the generality of the foregoing, all heating, air conditioning, freezing, lighting, laundry, incinerating and power equipment; engines; pipes; pumps; tanks; motors; conduits; switchboards; plumbing, lifting, cleaning, fire prevention, fire extinguishing, refrigerating, ventilating and communications apparatus; boilers, ranges, furnaces, oil burners or units thereof; appliances; air cooling and air conditioning apparatus; vacuum cleaning systems; elevators; escalators; shades; awnings; screens; storm doors and windows; stoves; wall beds; refrigerators; attached cabinets; partitions; ducts and compressors; rugs and carpets; draperies; furniture and furnishings; together with all building materials and equipment now or hereafter delivered to the Property and intended to be installed therein, including but not limited to lumber, plaster, cement, shingles, roofing, plumbing, fixtures, pipe, lath, wallboard, cabinets, nails, sinks, toilets, furnaces, heaters, brick, tile, water heaters, screens, window frames, glass doors, flooring, paint, lighting fixtures and unattached refrigerating, cooking, heating and ventilating appliances and equipment; together with all proceeds, additions and accessions thereto and replacements thereof; (c) all of the water, sanitary and storm sewer systems now or hereafter owned by the Borrower which are now or hereafter located by, over and upon the Property or any part and parcel thereof, and which water system includes all water mains, service laterals, hydrants, valves and appurtenances, and which sewer system includes all sanitary sewer lines, including mains, laterals, manholes, sewer and water tap units, and appurtenances thereto; and (d) all paving for streets, roads, walkways or entrance ways now or hereafter owned by Borrower and which are now or hereafter located on the Property or any part or parcel thereof. The foregoing items (iv), (v) and (vi) (hereinafter the "Intangible Collateral") include (aa) all sewer permits, connection fees, impact fees, reservation fees, and other deposits or payments made in connection with the reservation, allocation, permitting or providing of wastewater treatment and potable water to the Property and any and all claims or demands relating thereto, now owned or which may hereafter be acquired by Borrower, together with all right, title, interest, equity, estate, demand or claim to the provision of wastewater treatment and potable water to the Property, now existing or which may hereafter be acquired by Borrower; (bb) all of Borrower's interest as lessor in and to all leases or rental arrangements of the Property or any part thereof, heretofore made and entered into, and in and to all leases or rental arrangements hereafter made and entered into by Borrower during the life of the security agreements or any extension or renewal thereof, together with all rents and payments in lieu of rents, together with any and all guaranties of such leases or

rental arrangements and including all present and future security deposits and advance rentals; (cc) any and all awards or payments, including interest thereon and the right to receive the same, as a result of (a) the exercise of the right of eminent domain, (b) the alteration of the grade of any street, or (c) any other injury to, taking of or decrease in the value of the Property; (dd) all of the right, title and interest of the Borrower in and to all unearned premiums accrued, accruing or to accrue under any and all insurance policies now or hereafter provided pursuant to the terms of security agreements, and all proceeds or sums payable for the loss of or damage to the Property herein, or rents, revenues, income, profits or proceeds from leases, franchises, concessions or licenses of or on any part of the Property; (ee) all contracts and contract rights of Borrower arising from contracts entered into in connection with development, construction upon or operation of the Property, including but not limited to, all deposits held by or on behalf of the Borrower, and all management, franchise and service agreements, related to the business now or hereafter conducted by the Borrower on the Property; (ff) all of the right, title and interest of the Borrower in and to any trade name, names of businesses, or fictitious names of any kind used in conjunction with the operation of any business or endeavor located on the Property; and (gg) all of Borrower's interest in all utility security deposits or bonds on the Property or any part or parcel thereof. Borrower (Debtor) hereby grants to Lender (Creditor) a security interest in all of the foregoing items (i) through (vi).

(G) **SECURITY AGREEMENT.** To the extent any of the property described encumbered by this Mortgage from time to time constitutes personal property subject to the provisions of the Florida Uniform Commercial Code (the "Code"), this Mortgage constitutes a "Security Agreement," "Fixture Filing" and "Financing Statement" for all purposes under the Code. Without limitation, Lender, at its election, upon Borrower's default under this Mortgage continuing beyond any applicable curative period, will have all rights, powers, privileges, and remedies from time to time available to a secured party under the provisions of the Code with respect to such property. Notwithstanding any provision of this Mortgage to the contrary, Borrower and Lender agree that, unless and until Lender affirmatively elects otherwise, all property in any manner used, useful, or intended to be used for the improvement of, or production of income from, the Land is, and at all times and for all purposes and in all proceedings both legal or equitable shall be, regarded as part of the real estate irrespective of whether (i) any such items are physically attached to the Improvements; (ii) serial numbers are used for the better identification of certain equipment; or (iii) any such item is referred to or reflected in any financing statement filed or recorded at any time. Similarly, the mention in any financing statement of the rights in, or the proceeds of, any fire and/or hazard insurance policy, or any award in eminent domain proceedings for a taking or for loss of value, or Borrower's interest as lessor in any present or future lease or rights to income growing out of the use of the Mortgage Property, whether pursuant to a lease or otherwise, shall not be construed as altering any of Lender's rights as determined by this Mortgage, or otherwise available at law or in equity, or impugning the priority of this Mortgage, or the Loan Documents, or both, but such mention in any financing statement is declared to be for Lender's protection if, as, and when any court holds that notice of Lender's priority of interest, to be effective against a particular class of persons, including the Federal government and any subdivisions or entity of the Federal government, must be perfected in the manner required by the Code. Borrower agrees to execute and deliver on demand and does

hereby appoint Lender as its attorney-in-fact to execute, deliver, record, and file such other security agreements, financing statements and other instruments as Lender may request in order to perfect its security interest or to impose the lien hereof more specifically upon any of such property.

**(H) ASSIGNMENT OF GROUND LEASE.** TOGETHER WITH all right, title and interest of the Borrower in and to the Ground Lease. This assignment constitutes an absolute and present assignment of all right, title and interest of the Borrower in and under the Ground Lease. This assignment of Ground Lease shall not be deemed to impose upon Lender any of the obligations or duties of the lessee under said Ground Lease unless and until Lender elects to assume the obligation of the lessee thereunder.

Everything referred to in paragraphs (A), (B), (C), (D), (E), (F), (G) and (H) hereof and any additional property hereafter acquired by Borrower to be used in connection with the Property and subject to the lien of this Mortgage or intended to be so is herein referred to as the "Mortgaged Property".

**TO HAVE AND TO HOLD** the same, together with all and singular the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining, and the reversion and reversions, remainder or remainders, rents, issues, and profits thereof, and also all the estate, right, title, interest, homestead, dower and right of dower, separate estate, possession, claim and demand whatsoever, as well in law as in equity, of the said Borrower in and to the same, and every part thereof, with the appurtenances of the said Borrower in and to the same, and every part and parcel thereof unto the said Lender in fee simple.

And the Borrower hereby covenants with the Lender, that the Borrower is indefeasibly seized of the Land in fee simple; that the Borrower has full power and lawful right to convey the same in fee simple as aforesaid; that the Land is and will remain free from all encumbrances except taxes for the current year; that said Borrower will make such further assurances to prove the fee simple title to the Land in said Borrower as may be reasonably required, and that said Borrower does hereby fully warrant the title to the Land, and every part thereof, and will defend the same against the lawful claims of all persons whomsoever.

**PROVIDED ALWAYS**, that if the Borrower shall well and truly pay said indebtedness unto the Lender, and any renewals or extensions thereof, and the interest thereon, together with all costs, charges and expenses, including a reasonable attorney's fee, which the Lender 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, and comply with and abide by each and every stipulation, agreement, condition, and covenant of the Note and of this Mortgage, then this Mortgage and the estate hereby created shall cease and be null and void.

And the Borrower hereby further covenants as follows:

1. **Payment.** That Borrower will pay all and singular the principal and interest and the various and sundry sums of money payable by virtue of the Note and this Mortgage, each and every, promptly on the days respectively the same severally become due. If any payment hereunder (other than the final payment) is not made within fifteen (15) days after it is due, the Borrower shall pay to Lender a late charge equal to five percent (5%) of the late payment. It is further agreed that any sums, including without limitation payments of principal and interest on said Note, which shall not be paid when due, subject to any applicable grace and/or cure periods and whether becoming due by lapse of time or by reason of acceleration under the provisions herein stated, shall bear interest at the Penalty Rate, as defined in the Note, and shall be secured by the lien of this Mortgage.

2. **Taxes, etc.** That Borrower will pay, when due and before any penalty attaches, all real estate taxes, tangible personal property taxes, assessments, water rates, and other governmental or municipal charges, fines, or impositions, on the Mortgaged Property for which provision has not been made hereinbefore, and in default thereof the Lender may pay the same, and all such sums so paid by the Lender shall be immediately due and payable, and shall be secured by the lien of this Mortgage; and the Borrower will promptly deliver the official receipts therefor to the Lender. On or before March 1st of each year during the term of this Mortgage, the Borrower shall provide the Lender with paid receipts evidencing the payment of all real estate and tangible personal property taxes due with respect to the Mortgaged Property.

3. **Waste; Repairs.** That Borrower will permit, commit, or suffer no waste, impairment, or deterioration of the Mortgaged Property or any part thereof; and in the event of the failure of the Borrower to keep any buildings on said premises and those to be erected on the Mortgaged Property or improvements thereon, in good repair, the Lender may, after giving the Borrower written notice and ten (10) days to cure any such defects, make such repairs, as in its discretion, it may deem necessary for the proper preservation thereof, and the full amount of each and every such payment shall be immediately due and payable, and shall be secured by the lien of this Mortgage. Borrower will notify Lender in writing within five (5) of any injury, damage or impairment of or occurring on the Mortgaged Property including, but not limited to, serious injury or loss by death or otherwise occurring on the Mortgaged Property

4. **Use and Alteration of Mortgaged Property.** Unless required by applicable law or unless Lender has otherwise agreed in writing, Borrower shall not allow changes in the nature of the occupancy for which the Mortgaged Property was intended at the time this Mortgage was executed. Borrower shall not initiate or acquiesce in a change in the zoning classification of the Mortgaged Property without Lender's written consent. Borrower shall not make any change in the use of the Mortgaged Property which will create a fire or other hazard not in existence on the date hereof, nor shall Borrower in any way increase any hazard. Without the prior written consent of Lender, no building or improvement may be erected on the Land, nor may Borrower structurally remove or demolish any building or improvement, nor may Borrower materially structurally alter any building or improvement that would change the use of the Mortgaged Property or that would otherwise decrease its value, nor shall any fixture or chattel covered by this Mortgage be removed at any time



unless simultaneously replaced by an article of equal kind, quality and value owned by Borrower, and which is unencumbered except by the lien of this Mortgage and other instruments of security securing the Note.

5. **Surface Alteration and Mineral Rights.** Borrower shall not consent to, permit or indulge in any entry, either by itself or by any others, upon the surface of the Land for the purpose of exploration, drilling, prospecting, mining, excavation or removal of any earth, sand, dirt, rock, minerals, oil or any other substance without the Lender's approval and written consent.

6. **Collection Expenses.** All parties liable for the payment of the Note agree to pay the Lender all costs incurred by the Lender, whether or not an action be brought, in collecting the sums due under the Note, enforcing the performance and/or protecting its rights under the Loan Documents and in realizing on any of the security for the Note; provided, however, that such parties shall not be liable to pay such costs to Lender in the event a court of applicable jurisdiction determines that Lender was not entitled to collect such sums.. Such costs and expenses shall include, but are not limited to, reasonable attorneys' fees, filing fees, costs of publication, deposition fees, stenographer fees, witness fees, title search or abstract costs and other court and related costs incurred or paid by Lender in any action, proceeding or dispute in which Lender is made a part or appears as a party plaintiff or party defendant because of the failure of the Borrower promptly and fully to perform and comply with all conditions and covenants of this Mortgage, the Note secured hereby, or any other Loan Document, including but not limited to, the foreclosure of this Mortgage, condemnation of all or part of the Mortgaged Property, or any action to protect the security thereof. Sums advanced by the Lender for the payment of collection costs and expenses shall accrue interest at the Penalty Rate, as defined in the Note, from the time they are advanced or paid by the Lender, and shall be due and payable upon payment by Lender without notice or demand and shall be secured by the lien of the Mortgage.

7. **Attorneys' Fees.** All parties liable for the payment of the Note agree to pay the Lender reasonable attorneys' fees incurred by the Lender, whether or not an action be brought, in collecting the sums due under the Note, enforcing the performance and/or protecting its rights under the Loan Documents and in realizing on any of the security for the Note; provided, however, that such parties shall not be liable to pay such attorneys' fees to Lender in the event a court of applicable jurisdiction determines that Lender was not entitled to collect such sums, enforce such performance or realize on such security. Such reasonable attorneys' fees shall include, but not be limited to, fees for attorneys, paralegals, legal assistants, and expenses incurred in any and all judicial, bankruptcy, reorganization, administrative receivership, or other proceedings affecting creditor's rights and involving a claim under the Note or any Loan Document, which such proceedings may arise before or after entry of a final judgment. Such fees shall be paid regardless whether suit is brought and shall include all fees incurred by Lender at all trial and appellate levels including bankruptcy court. Sums advanced by the Lender for the payment of attorneys' fees shall accrue interest at the Penalty Rate, as defined in the Note, from the time they are advanced by the Lender, and shall be due and payable upon payment by Lender without notice or demand and shall be secured by the lien of the Mortgage.

In the event of litigation, the prevailing party in any action for collection, enforcement or preservation of such party's rights under the provisions of this Mortgage shall be entitled to recover reasonable costs associated with such collection efforts, including but not limited to attorneys' fees, filing fees, cost of publication, deposition fees, stenographer fees, witness fees and other court related costs.

**8. Insurance.**

(a) **Hazard Insurance.** Borrower shall keep the Mortgaged Property insured for the benefit of Lender against loss or damage by fire, lightning, windstorm, hail, explosion, riot, riot attending a strike, civil commotion, aircraft, vehicles and smoke; and such other hazards, including, but not limited to, six (6) months business interruption insurance covering loss of rents, revenues, income, profits or proceeds from leases, franchises, concessions or licenses of or on any part of the Mortgaged Property, as Lender may from time to time require; all in amounts approved by Lender not less than one hundred percent (100%) of full replacement value; all insurance herein provided for shall be in form and underwritten by companies approved by Lender; and, regardless of the types or amounts of insurance required and approved by Lender.

(b) **Public Liability Insurance.** The Borrower shall at all times maintain public liability insurance and Workers Compensation policies insuring against all claims for personal or bodily injury, death or property damage occurring upon, in or about the Mortgaged Property in amounts not less than \$1,000,000.00 for bodily injury and property damage combined arising out of any one occurrence, and \$1,000,000.00 for personal injury and damages arising out of any one occurrence, with a general aggregate limit of not less than \$3,000,000.00. Such insurance coverage shall be in form and with companies approved by the Lender. Borrower shall furnish to Lender evidence that such insurance is in effect, upon request, at no cost to Lender. All such policies shall name Lender as an additional insured.

(c) **Flood Insurance.** If required, insurance under the Federal Flood Insurance program shall be maintained at all times within the minimum requirements and amounts required under said program for federally financed or assisted loans under the Flood Disaster Protection Act of 1973, as amended.

(d) **Minimum Insurance Coverage.** In the absence of written direction from Lender, the insurance amount required herein shall not be less than such amount as may be required to prevent Borrower from becoming co-insurer under the terms of any applicable policy, or the amount of the indebtedness secured hereby, whichever is greater.

(e) **Renewal.** Not less than thirty (30) days prior to the expiration date of each policy of insurance required of Borrower pursuant to this paragraph, and of each policy of insurance held as additional collateral to secure the indebtedness secured hereby, Borrower shall deliver to Lender a renewal policy or policies marked "premium paid" or accompanied by other evidence of payment satisfactory to Lender.

(f) **Notice of Cancellation.** All policies of insurance shall provide that no cancellation, reduction in amount or material change in coverage thereof shall be effective until at least thirty (30) days after receipt by Lender and Borrower of written notice thereof.

(g) **Assignment to Lender; Application of Payments.** All policies of insurance and renewals thereof which insure against any loss or damage to the Mortgaged Property, shall be held by the Lender and shall contain a non-contributory standard Mortgagee's endorsement making losses payable to the Lender as its interest may appear. Borrower shall furnish to Lender evidence of insurable value, upon request, at no cost to Lender. The delivery of the insurance policies shall constitute, as further security for the payment of the Note, an assignment of the benefits, but not the obligations, of such policies and an assignment of all unearned premiums existing from time to time thereon. In event of loss, Borrower will give immediate notice by mail to Lender, and Lender may make proof of loss if not made promptly by Borrower, and each insurance company concerned is hereby authorized and directed to make payment for such loss directly to Lender instead of to Borrower and Lender jointly, and the insurance proceeds, or any part thereof, may be applied by Lender either to the repayment of monies paid or advanced by Lender on behalf of the Borrower, or to the payment of interest due on the Note, or to the payment of principal due under the Note or to the restoration or repair of the Mortgaged Property as the Lender, at its sole option, may elect.

(h) **Foreclosure; Successor in Interest.** In the event of a foreclosure of this Mortgage, or other transfer of title to the Mortgaged Property in extinguishment of the indebtedness secured hereby, the purchaser of the Mortgaged Property shall succeed to all the rights of Borrower, including any right to unearned premiums, in and to all policies of insurance assigned and delivered to Lender, with respect to all property herein encumbered.

(i) **Failure to Provide Insurance.** Should Borrower fail to provide the insurance required by the Loan Documents, or fail to continue any previously provided insurance in full force and effect, Borrower acknowledges and agrees that Lender may obtain any required insurance at Borrowers expense. The cost of any such insurance paid by the Lender shall accrue interest at the Penalty Rate, as defined in the Note, from the time they are advanced or paid by the Lender and shall be immediately due and payable and shall be secured by the lien of this Mortgage. Borrower acknowledges that if Lender purchases any such insurance, the insurance may provide only limited protection against physical damage to the real property up to the outstanding principal balance of the Note; however, Borrower's equity in the Property may not be insured. Further, any such insurance purchased by the Lender may not provide any liability or property damage indemnification and may not meet the requirements of any financial responsibility laws.

9. **Event of Default.** The occurrence of any of the following constitutes an Event of Default by Borrower under this Mortgage and, at the option of the Lender, under the Loan Documents:

(a) **Scheduled Payment.** Subject to any applicable grace and/or cure periods, Borrower's failure to make any payment required by the Note on or before the date it is due, without further notice or demand.

(b) **Monetary Default.** Borrower's failure to make any other payment required by this Mortgage, or the other Loan Documents, or both, within fifteen (15) days after written demand therefor.

(c) **Other.** Borrower's continued failure to duly observe or perform any other covenant, condition, agreement or obligation imposed upon Borrower by any Loan Document, for a period of fifteen (15) days after written demand; provided (i) if Borrower reasonably cannot perform within such fifteen (15) day period and, in Lender's reasonable judgment, Lender's security will not be impaired, Borrower may have such additional time to perform as Borrower reasonably may require, provided and for so long as Borrower proceeds with due diligence to cure said default; and (ii) if Lender's security reasonably will be materially impaired if Borrower does not perform in less than fifteen (15) days, Borrower will have only such period following written demand in which to perform as Lender reasonably may specify.

(d) **Representation.** Any verbal or written representation, statement or warranty of Borrower, any co-signer, endorser, surety or guarantor of the Note, contained in the Note, this Mortgage or any other Loan Document, or in any certificate delivered pursuant hereto, or in any other instrument or statement made or furnished in connection herewith, proves to be incorrect or misleading in any material respect as of the time when the same shall have been made, including, without limitation, any and all financial statements furnished by Borrower to Lender as an inducement to Lender's making the loan evidenced by the Note or pursuant to any provision of this Mortgage.

(e) **Death/Incompetency/Dissolution.** The death, incompetency or dissolution of the Borrower or any maker, co-signer, endorser, surety or Guarantor of the Note or other obligation.

(f) **Insolvency.** If (i) a petition is filed by the Borrower or any Guarantor of the Note seeking or acquiescing in any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief under any law relating to bankruptcy or insolvency, or (ii) a petition is filed against the Borrower or any Guarantor of the Note, which is not dismissed within thirty (30) days after filing, seeking any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief under any law relating to bankruptcy or insolvency, or (iii) Borrower or any Guarantor of the Note seeks or consents to or acquiesces in the appointment of any

trustee, receiver, master or liquidator of itself or of all of the rent, revenues, issues, earnings, profits or income of any part of the Mortgaged Property, or (iv) Borrower or any Guarantor of the Note makes any general assignment for the benefit of creditor, or (v) Borrower makes any admission in writing of its inability to pay its debts generally as they become due, or (vi) Borrower or any Guarantor of the Note is "insolvent", as hereafter defined; or (vii) any trustee, receiver or liquidator of Borrower or of all or any part of the Mortgaged Property or of any or all of the Rents thereof is appointed who is not discharged within thirty (30) days after its appointment. For purposes of this paragraph, a person or entity shall be deemed to be insolvent, if they are unable to pay their debts as they become due and/or if the fair market value of their assets does not exceed their aggregate liabilities.

(g) **Foreclosure Proceedings.** The filing of a foreclosure proceeding by the owner and holder of any mortgage or lien affecting the Mortgaged Property, regardless of whether same is or is asserted to be prior or inferior in dignity and enforceability to the lien and security interest of this Mortgage.

(h) **Organizational Change.** Any change in the ownership, management or control of the Borrower, without the Lender's prior written consent.

(i) **Removal of Beta Lambda Chapter.** A request by the University of Central Florida that the Beta Lambda Chapter leave the University of Central Florida campus, the revocation of the Beta Lambda Chapter charter by the national chapter or the University of Central Florida, or for any reason the Beta Lambda Chapter cannot or does not occupy the Mortgaged Property.

10. **Remedies.** Upon the occurrence of any default continuing beyond any applicable curative period under this Mortgage, as provided in the preceding paragraph, Lender may exercise any one or more of the following rights and remedies, in addition to all other rights and remedies otherwise available at law or in equity:

(a) **Other Documents.** To pursue any right or remedy provided by the Loan Documents including the right to sue for collection of all sums due and payable of the indebtedness secured hereby.

(b) **Collect Rents.** To collect all rents, issues, profits, revenues, income, proceeds or other benefits from the Mortgaged Property.

(c) **Acceleration.** To declare the entire unpaid amount of the indebtedness secured hereby immediately due and payable.

(d) **Foreclosure.** To foreclose the lien of this Mortgage, and obtain possession of the Mortgaged Property, or either, by any lawful procedure.

(e) **Code Rights.** To exercise any right or remedy available to Lender as a secured party under the Code, as it from time to time is in force and effect, with respect to any portion of the Mortgaged Property or the Intangible Collateral then constituting property subject to the provisions of the Code; or Lender, at its option, may elect to treat the Mortgaged Property or the Intangible Collateral, or any combination, as real property, or an interest therein, for remedial purposes.

(f) **Receiver.** To apply, on ex parte motion to any court of competent jurisdiction, for and obtain the appointment of a receiver to take charge of, manage, preserve, protect, complete construction of, and operate the Mortgaged Property, and any business or businesses situated thereon, or any combination; to collect the rents; to make all necessary and needed repairs; to pay all taxes, assessments, insurance premiums, and all other costs incurred in connection with the Mortgaged Property; and, after payment of the expenses of the receivership, including reasonable attorneys' and legal assistants' fees, and after compensation to the receiver for management and completion of the Mortgaged Property, to apply all net proceeds derived therefrom in reduction of the indebtedness secured hereby or in such other manner as the court shall direct. The appointment of such receiver shall be a matter of strict right to Lender, regardless of the adequacy of the security or of the solvency of any party obligated for payment of the indebtedness secured hereby. All expenses, fees, and compensation incurred pursuant to any such receivership shall be secured by the lien of this Mortgage until paid. The receiver, personally or through agents, may exclude Borrower wholly from the Mortgaged Property and have, hold, use, operate, manage, and control the Mortgaged Property, and may in the name of Borrower exercise all of Borrower's rights and powers to maintain, construct, operate, restore, insure, and keep insured the Mortgaged Property in such manner as such receiver deems appropriate.

(g) **Relief from Stay.** In the event the Borrower and/or the Guarantor shall default under the terms of Paragraph 9(f) of this Mortgage the Lender shall thereupon be entitled to apply for relief from any automatic stay imposed by Title XI of the U.S. Code, as amended, or otherwise, on or against the exercise of the rights and remedies otherwise available to the Lender as provided in the Loan Documents and as otherwise provided by law.

(h) **Other Security.** Lender may proceed to realize upon any and all other security for the indebtedness secured hereby in such order as Lender may elect; and no such action, suit, proceeding, judgment, levy, execution, or other process will constitute an election of remedies by Lender, or will in any manner alter, diminish, or impair the lien and security interest created by this Mortgage, unless and until the indebtedness secured hereby is paid in full.

(i) **Advances.** To advance such monies, and take such other action, as is authorized by Paragraphs 2, 3 and 8 above. All such advances shall bear interest at the Penalty Rate, as defined in the Note, and shall be immediately due and payable by Borrower to Lender without demand therefor, and such advances together with interest and costs accruing thereon shall be secured by this Mortgage.

11. **Exercise of Remedies.** The remedies of Lender as provided in the 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 arise. No act, or omission or commission or waiver of Lender, including specifically any failure to exercise any right, remedy or recourse, shall be effective unless set forth in a written document executed by Lender and then only to the extent specifically recited therein. A waiver or release with reference to one event shall not be construed as continuing, as a bar to, or as a waiver or release of, any subsequent right, remedy or recourse as to any subsequent event.

12. **Eminent Domain.** If all or any material part of the Mortgaged shall be damaged or taken through condemnation (which term when used herein shall include any damage taking by any governmental authority or any other authority authorized by applicable laws to so damage or take, and any transfer by private sale in lieu thereof), either temporarily or permanently, then the entire indebtedness and other sums secured hereby shall, at the option of the Lender, become immediately due and payable. Lender shall be entitled to all compensation awards, damages, claims, rights of action and proceeds of, or on account of any damage or taking through condemnation is hereby authorized, at its option, to commence, appear in and prosecute, in its own or Borrower's name, any action or proceeding relating to any condemnation, and to settle or compromise any claim in connection therewith. All such compensation awards, damages, claims, rights of action and proceeds, and any other payments or relief, and the right thereto are hereby assigned by Borrower to Lender, who, after deducting therefrom all its expenses, including attorneys' fees, may release any money received by it without affecting the lien of this Mortgage or may apply the same, in such manner as Lender shall determine, to the reduction of the sum secured hereby.

13. **Consent to Transfer.** In the event the Borrower, without the prior written consent of the Lender, (a) shall sell, convey, transfer (including a transfer by agreement for deed or land contract) the Mortgaged Property or any part thereof or any interest therein, or (b) shall be divested of title or any interest in the Mortgaged Property in any manner or way, whether voluntary or involuntary, or (c) enters into an oral or written agreement to lease the entire fee simple interest of the Mortgaged Property (and not simply the improvements or buildings located thereon) not in the ordinary course of business or (d) further encumbers the Mortgaged Property then the entire balance of the indebtedness evidenced by the Note shall be accelerated and become immediately due and payable, at the option of the Lender upon ten (10) days written notice to the Borrower. In the event the Lender elects to accelerate the entire balance of the indebtedness, the Lender shall have no obligation to allege or show any impairment of its security and may pursue any legal or equitable remedies for default in such payment without allegation or showing. It is specifically understood by the parties that as a condition of granting its approval required by this paragraph, the Lender may adjust the interest rate stated in the Note.

14. **Future Advances.** Upon request of Borrower, Lender, at Lender's option, within fifteen (15) years from date of this Mortgage, may make future advances to Borrower. It is hereby specifically agreed that any sum or sums which may be loaned or advanced by the Lender to the

Borrower at any time after the recording of this indenture, together with interest thereon at the rate agreed upon at the time of such loan or advance, shall be equally secured with and have the same priority as the original indebtedness and be subject to all the terms and provisions of this Mortgage, providing that the aggregate amount of principal outstanding at any time shall not exceed an amount equal to THREE MILLION DOLLARS (\$3,000,000.00).

**15. Loan Agreement.** This Mortgage is subject to the terms, provisions and conditions of that certain Construction and Loan Agreement of even date entered into between the Borrower and the Lender herein (the "Loan Agreement"). The Loan Agreement is by reference incorporated herein and made a part hereof, a copy of which is available for inspection by all parties in interest, at the office of the Lender herein.

**16. Ground Lease.** Borrower hereby further represents, covenants and warrants:

(a) That the Ground Lease is in full force and effect and unmodified as of the date hereof.

(b) That all rents reserved in the Ground Lease have been paid to the extent as the same were due and payable prior to the date hereof.

(c) To defend the leasehold estate created under the Ground Lease against any person lawfully claiming, or who may claim, the same or any part thereof.

(d) That there is no existing default under the provisions of the Ground Lease or in the performance of any of the terms, covenants, conditions or warranties thereof to be observed and performed on the part of the Borrower.

(e) That Borrower will at all times promptly and faithfully keep and perform, or cause to be kept and performed, all its covenants and conditions contained in the Ground Lease, and Borrower shall in all respects conform to and comply with the terms and conditions of the Ground Lease. In addition, Borrower will not do or permit anything to be done, the doing of which, or refrain from doing anything, the omission of which, will impair or tend to impair the security of this Mortgage or will be grounds for declaring a forfeiture of the Ground Lease.

(f) That Borrower will not surrender, terminate or cancel the Ground Lease, nor shall Borrower, without the prior written consent of Lender, modify, change, supplement, alter or amend the Ground Lease. Any attempt by mortgagor to terminate, cancel, modify, change, supplement alter or amend the Ground Lease without first obtaining the written consent of Lender thereto shall constitute a default under the terms hereof and of the Loan Documents, and thereupon the entire indebtedness secured hereby shall, at the option of Lender, become immediately due and payable.



(g) As further security to Lender, Borrower hereby deposited with Lender a certified copy of the Ground Lease and all amendments thereto, to be retained by Lender until all indebtedness secured hereby is fully paid.

(h) That Borrower shall permit Lender or its representatives at all reasonable times to make investigations or examinations concerning the performance by Borrower of Borrower's covenants under the Ground Lease.

(i) That in the event of any failure by Borrower to perform any covenant on the part of the lessee to be observed and performed under the Ground Lease, the performance by Lender on behalf of Borrower of the Ground Lease covenant shall not remove or waive, as between Borrower and Lender, the corresponding default under the terms hereof, and any amount so advanced by Lender or any costs incurred in connection therewith, shall be secured by this Mortgage and shall bear interest at the highest rate allowable by law.

(j) That at all times the Borrower will comply with the requirements of the Ground Lease with respect to notice to the ground lessor of the existence of the interest of the Lender in the Mortgaged Property pursuant to the terms of this Mortgage.

**17. Environmental Agreement.** Borrower hereby represents that neither Borrower nor any other person has ever used the Mortgaged Property as a storage facility for any "Hazardous Substances".

Borrower hereby agrees to indemnify Lender and hold Lender harmless from and against any and all losses, liabilities, including strict liability, damages, injuries, expenses, including reasonable attorneys' fees, costs of any settlement or judgment and claims of any and every kind whatsoever paid incurred or suffered by, or asserted against, Lender by any person or entity or governmental agency for, with respect to, or as a direct or indirect result of, the presence on or under, or the escape, seepage, leakage, spillage, discharge, emission, discharging or release from the premises of any Hazardous Substance (including, without limitation, any losses, liabilities, including strict liability, damages, injuries, expenses, including reasonable attorneys' fees, costs of any settlement or judgment or claims asserted or arising under the Comprehensive Environmental Response, Compensation and Liability Act, any so called federal, state or local "Superfund" "Superlien" laws, statutes, law ordinance, code, rule, regulation, order or decree regulating, with respect to or imposing liability, including strict liability, substances or standards of conduct concerning any Hazardous Substance), regardless of whether within the control of Lender, so long as the act or omission in question occurs prior to the sale of the Mortgaged Property pursuant to the provisions of paragraph 10 hereof and complete dispossession of Borrower thereunder.

For purposes of this Mortgage, "Hazardous Substances" shall mean and include those elements or compounds which are contained in the list of hazardous substances adopted by the United States Environmental Protection Agency ("EPA") and the list of toxic pollutants designated

by Congress or the EPA or defined by any other federal, state or local statute, law, ordinance, code, rule, regulation, order or decree regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic or dangerous waste, substance or material as now or at any time hereafter in effect.

If Borrower receives any notice of (i) the happening of any material event involving the spill, release, leak, seepage, discharge or clean-up of any Hazardous Substance on the Mortgaged Property or in connection with Borrower's operations thereon or (ii) any complaint, order, citation or material notice with regard to air emissions, water discharges, or any other environmental, health or safety matter affecting Borrower (an "Environmental Complaint") from any person or entity (including without limitation the EPA) then Borrower shall immediately notify Lender orally and in writing of said notice.

Lender shall have the right but not the obligation, and without limitation of Lender's rights under this Mortgage, to enter onto the Mortgaged Property or to take such other actions as it deems necessary or advisable to clean up, remove, resolve or minimize the impact of, or otherwise deal with, any such Hazardous Substance or Environmental Complaint following receipt of any notice from any person or entity (including, without limitation, the EPA) asserting the existence of any Hazardous Substance or an Environmental Complaint pertaining to the Mortgaged Property or any part thereof which, if true, could result in an order, suit or other action against Borrower and/or which, in the sole opinion of Lender, could jeopardize its security under this Mortgage. All reasonable costs and expenses incurred by Lender in the exercise of any such rights shall be secured by this Mortgage and shall be payable by Borrower upon demand.

Lender shall have the right, in its reasonable discretion, to require Borrower to periodically (but not more frequently than annually unless an Environmental Complaint is then outstanding) perform (at Borrower's expense) an environmental audit and, if deemed necessary by Lender, an environmental risk assessment, each of which must be satisfactory to Lender, of the Mortgaged Property, hazardous waste management practices and/or hazardous waste disposal sites used by Borrower. Said audit and/or risk assessment must be by an environmental consultant satisfactory to Lender. Should Borrower fail to perform said environmental audit or risk assessment within 30 days of the Lender's written request, Lender shall have the right but not the obligation to retain an environmental consultant to perform said environmental audit or risk assessment. All costs and expenses incurred by Lender in the exercise of such rights shall be secured by this Mortgage and shall be payable by Borrower upon demand or charged to Borrower's loan balance at the discretion of Lender.

Any breach of any warranty, representation or agreement contained in this Section shall be a default hereunder and shall entitle Lender to exercise any and all remedies provided in this Mortgage or otherwise permitted by law.

The provisions of this paragraph will survive the foreclosure of this Mortgage or any deed in lieu of foreclosure delivered to Lender by Borrower.

**18. After Acquired Property.** Without the necessity of any further act of Borrower or Lender, the lien of, and security interest created by, this Mortgage automatically will extend to and include (i) any and all renewals, replacements, substitutions, accessions, proceeds, products, or additions of or to the Mortgaged Property, the Rents, and the Intangible Collateral, and (ii) any and all monies and other property that from time to time may, either by delivery to Lender or by any instrument (including this Mortgage) be subjected to such lien and security interest by Borrower, or by anyone on behalf of Borrower, or with the consent of Borrower, or which otherwise may come into the possession or otherwise be subject to the control of Lender pursuant to this Mortgage, or the Loan Documents, or both.

**19. Appraisal.** Notwithstanding any term or provision hereof to the contrary, if at any time the Lender in its sole discretion reasonably believes that the value of the Mortgaged Property may have declined or that the value of the Mortgaged Property is less than the value utilized by the Lender at the time of loan approval or renewal, within sixty (60) days from Lender's written request to Borrower therefor, Borrower shall provide Lender, at Borrower's sole cost and expense, a current appraisal of the Mortgaged Property 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, the Note and the other Loan Documents.

**20. Inspection.** Lender shall be entitled to inspect the Mortgaged Property at all reasonable times and Borrower agrees to permit Lender, or its agents or employees, access to the Mortgaged Property for such purpose.

**21. Banking Relations.** During the term of this Mortgage and so long as the Borrower is obligated to the Lender under the Note, CNLBank shall be the primary bank of account for the Borrower. Failure of the Borrower and any of the Guarantors to comply with this provision shall constitute a default under this Mortgage.

**22. Secondary Financing.** No lien subordinate or superior to this Mortgage will be permitted against the Mortgaged Property without the prior written permission of CNLBank.

**23. Choice of Law and Venue.** This Mortgage shall be governed by the Laws of the State of Florida, and the United States of America, whichever the context may require or permit. The Borrower and all Guarantors, if any, expressly agree that proper venue for any action which may be brought under this Mortgage in addition to any other venue permitted by law shall be any county in which property encumbered by the Mortgage is located as well as Orange County, Florida. Should

Lender institute any action under this Mortgage, the Borrower and all Guarantors, if any, hereby submit themselves to the jurisdiction of any court sitting in Florida.

**24. Debtor-Creditor Relationship Only.** It is understood by and between Lender and its successors, or assigns, and the Borrower, that the funds received on the Note which are secured by this Mortgage, create the relationship of Lender and Borrower, and it is not the intention of the parties to create the relationship of a partnership, a joint venture or syndicate, or mutual enterprise or endeavor.

**25. Taxes on Note and Mortgage.** To pay any and all taxes which may be levied or assessed directly or indirectly upon the Note and this Mortgage (except for income taxes payable by the holder thereof) or the debt secured hereby, without regard to any law which may be hereafter enacted imposing payment of the whole or any part thereof upon the Lender, its successors or assigns. Upon violation of this agreement, or upon the rendering by any court of competent jurisdiction of a decision that such an agreement by the Borrower is legally inoperative, or if any court of competent jurisdiction shall render a decision that the rate of said tax when added to the rate of interest provided for in said Mortgage Note exceeds the then maximum rate of interest allowed by law, then, and in any such event, the debt hereby secured shall, at the option of the Lender, its successors or assigns, become immediately due and payable, anything contained in this Mortgage or in the Mortgage Note secured hereby notwithstanding, without the imposition of premium or penalty. The additional amounts which may become due and payable hereunder shall be part of the debt secured by this Mortgage.

**26. Time of the Essence.** Time is of the essence with respect to each provision of this Mortgage where a time or date for performance is stated. All time periods or dates for performance stated in this Mortgage are material provisions of this Mortgage.

**27. Captions and Pronouns.** The captions and headings of the various sections of this Mortgage are for convenience only, and are not to be construed as confining or limiting in any way the scope or intent of the provisions hereof. Whenever the context requires or permits, the singular shall include the plural, the plural shall include the singular, and the masculine, feminine and neuter shall be freely interchangeable.

**28. Corporate Authority.** The Board of Directors of the Borrower has duly authorized the execution and delivery of this Mortgage and the Note, and there is no provision in the Articles of Incorporation or By-Laws of the Borrower requiring the consent of its stockholders to the execution and delivery of this Mortgage.

**29. Indemnification Agreement.** The Borrower hereby indemnifies the law firm of Winderweede, Haines, Ward & Woodman, P.A., and all of its attorneys, including, but not limited to Randolph J. Rush, Esquire, from any and all loss, cost, expense, damage or claim, whether or not valid, including attorneys' fees and disbursements, arising under or in any way connected with

Section 697.10 of the Florida Statutes or any similar law. The Borrower hereby verifies and confirms all factual information in this Mortgage, including the accuracy and correctness of the legal description set forth herein. In the event any factual errors are found in this Mortgage or in the legal description, the Borrower shall, at its own cost and expense, promptly correct or cause to be corrected subsequent to the date hereof any and all such errors with no further liability incurred by counsel for either the Borrower or the Lender. The Borrower shall promptly pay or cause to be paid all damages, claims or any other costs whatsoever arising out of any impairment of title due to or caused by any inaccuracy or incorrectness of the legal description set forth herein. Notwithstanding the foregoing, all rights are preserved against the Lender's title insurer, the surveyor, the engineer, if any, and the appraiser, if any, and after payment is made by the Borrower, the Borrower shall be subrogated to such rights.

**30. Notice.** Any written notice, demand or request that is required to be made in any of the Loan Documents shall be served in person, or by registered or certified mail, return receipt requested, or by express mail or similar courier service, addressed to the party to be served at the address set forth in the first paragraph hereof. The addresses stated herein may be changed as to the applicable party by providing the other party with notice of such address change in the manner provided in this paragraph. In the event that written notice, demand or request is made as provided in this paragraph, then in the event that such notice is returned to the sender by the United States Postal Service because of insufficient address or because the party has moved or otherwise, other than for insufficient postage, such writing shall be deemed to have been received by the party to whom it was addressed on the date that such writing was initially placed in the United States Postal Service or courier service by the sender.

**31. Waiver of Trial By Jury.** The Borrower and the Lender knowingly, voluntarily and intentionally waive the right either may have to a trial by jury in respect of any litigation based hereon, or arising out of, under or in connection with this Mortgage and any agreement contemplated to be executed in conjunction herewith, or any course of conduct, course of dealing, statements (whether verbal or written) or actions of either party. This provision is a material inducement for the Lender entering into the loan evidenced by this Mortgage.

The covenants herein contained shall bind, and the benefits and advantages shall inure to, the respective heirs, executors, administrators, successors, and assigns of the parties hereto. Whenever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall include all genders.

IN WITNESS WHEREOF, the said Borrower has executed these presents the day and year first above written in manner and form sufficient to be binding.

Signed, sealed and delivered  
in the presence of:

BETA LAMBDA HOUSE CORPORATION OF  
DELTA DELTA DELTA, INC., a Florida not for  
profit corporation

Valerie H. Picquet  
VALERIE H. PICQUET  
NAME PRINTED  
W. H.  
Randolph J. Rush  
NAME PRINTED

By: Susan Toppari  
SUSAN TOPPARI, President

STATE OF FLORIDA

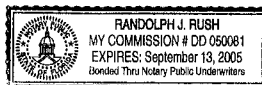
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this 20<sup>th</sup> day of May, 2003, by  
SUSAN TOPPARI as President of BETA LAMBDA HOUSE CORPORATION OF DELTA  
DELTA DELTA, INC., a Florida not for profit corporation, on behalf of the corporation. She is  
personally known to me or has produced Florida Drivers License as  
identification.

[Signature]  
Notary Public

Print Name:

My Commission Expires:



15.00  
INSTR 20040071902

OR BK 07293 PG 0779

MARTHA O. HAYNIE, COMPTROLLER  
ORANGE COUNTY, FL  
02/04/2004 12:13:57 PM  
REC FEE 15.00

*Prepared by & Return to:*

Philip F. Keidaish, Jr., Esquire  
Philip F. Keidaish, Jr., P.A.  
320 W. Sabal Palm Place  
Suite 300  
Longwood, Florida 32779  
(407) 682-7711

This area for recording information.

**ASSIGNMENT OF NOTE AND MORTGAGE**

***KNOW ALL MEN BY THESE PRESENTS:***

That CNL BANK, a Florida banking corporation, whose mailing address is 450 South Orange Avenue, Orlando, FL 32801, party of the first part, in consideration of the sum of Ten and 00/100 Dollars (\$10.00), and other valuable consideration, received from or on behalf of COMMUNITY UNITED BANK OF FLORIDA, whose address is 3001 W. Lake Mary Boulevard, Lake Mary, FL 32746 at or before the ensealing and delivery of these presents, the receipt whereof is hereby acknowledged, does hereby grant, bargain, sell, assign, transfer, and set over unto the said party of the second part, without recourse, representation or warranty of any kind, all of the first party's right, title and interest in and to that certain Leasehold Mortgage and Security Agreement (the "Mortgage"), dated May 2, 2003, in favor of CNL BANK, a Florida banking corporation, recorded in Official Records Book 6899, Page 4260, and that certain UCC-1 Financing Statement recorded in Official Records Book 6899, Page 4282, of the Public Records of Orange County, Florida, securing a debt evidenced by a Promissory Note, dated May 2, 2003, in the original principal amount of Seven Hundred Thirty-Nine Thousand Two Hundred and 00/100 Dollars (\$739,200.00), (the "Note"), which Mortgage encumbers the real property and improvements situate and being in said County and State to wit:

See Exhibit "A" attached hereto and incorporated herein by this reference.

Together with the notes or obligations described in said Mortgage and said modifications, and any recorded or unrecorded modifications or other agreements, and the monies due and to become due thereon, including but not limited to, all unpaid principal and accrued interest thereon, and this Assignment further includes all documents and instruments evidencing, securing or relating to the Mortgage Loan.

This Assignment shall be governed by the laws of the State of Florida.

This Assignment of Note and Mortgage is made without recourse to CNL BANK.

TO HAVE AND TO HOLD the same unto the said party of the second part, their heirs, legal representatives, successors and assigns forever.

IN WITNESS WHEREOF the parties to this Assignment have put their hands and seals the year and date first above written.

Signed, sealed and delivered  
in the presence of:

CNL BANK,  
a Florida banking corporation

*Wendy A. Troy*  
*Wendy A. Troy*

(print name)

*Dorothy Morin*  
*DOROTHY MORIN*

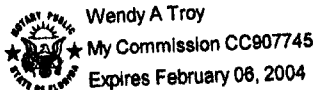
(print name)

STATE OF FLORIDA  
COUNTY OF ORANGE

By: Valerie H. Pickert  
Name: VALERIE H. PICKERT  
Title: SENIOR VICE PRESIDENT  
450 S. ORANGE AVE.  
ORLANDO FL 32801

The foregoing instrument was acknowledged before me this 3rd <sup>February</sup> day of ~~January~~, 2004, by Valerie H. Pickert, as Senior Vice President of CNL Bank, who is personally known to me or has produced a driver's license as identification and did not take an oath.

t name)



*Wendy A. Troy*  
Notary Public, State of Florida  
My commission expires: 2/6/04



EXHIBIT "A"

LEGAL DESCRIPTION

From the Southwest corner of Section 3, Township 22 South, Range 31 East, Orange County, Florida, run North  $89^{\circ} 26' 19''$  East along the South line of the Southwest  $1/4$  of said Section 3 for a distance of 1344.83 feet to the point of intersection of a curve concave to the East and external to the curvature of the centerline of State Road S-520 as shown by Florida State Road Department Plans for Section No. 75701-2601 dated December 23, 1958, said point of intersection being located at Coordinates North 100,000.634 and East 4,999.835 of the Coordinate Grid System of the University of Central Florida; run thence North  $01^{\circ} 08' 00''$  East along the tangent of said curve and continuing North  $01^{\circ} 08' 00''$  East along the centerline of State Road S-520 for a distance of 2001.44 feet to an intersection with the centerline of Aquarius Drive, said intersection being at University Coordinate Point North 102,001.682 and East 5,039.422; run thence North  $89^{\circ} 21' 03''$  East along the centerline of Aquarius Drive for a distance of 198.67 feet; run thence North  $00^{\circ} 48' 41''$  East for a distance of 472.71 feet; thence run North  $18^{\circ} 45' 00''$  East, 352.50 feet to the Point of Beginning; thence North  $55^{\circ} 45' 00''$  East, 289.30 feet; thence run South  $41^{\circ} 54' 27''$  East, 245.96 feet to a point on the arc of a curve concave Southeasterly; thence from a tangent bearing of South  $48^{\circ} 05' 33''$  West, run Southwesterly along the arc of said curve, having for its elements a radius of 2105.00 feet and a central angle of  $6^{\circ} 50' 33''$ , for an arc distance of 251.39 feet; thence run North  $48^{\circ} 45' 00''$  West, 301.66 feet to the Point of Beginning.

Subject to a 6.0 foot wide strip along the Northeasterly line thereof for a utility easement.

INSTR 20040071904

OR BK 07293 PG 0783

MARTHA O. HAYNIE, COMPTROLLER  
ORANGE COUNTY, FL

02/04/2004 12:13:57 PM

MTC DOC TAX 5,419.75

INTANG TAX 3,096.85

REC FEE 24.00

Prepared by and Return to:

PHILIP F. KEIDAISH, JR.

Philip F. Keidaish, Jr., P.A.

320 W. Sabal Palm Place

Suite 300

Longwood, Florida 32779

(407) 682-7711

This area for recording information.

**MORTGAGE AND NOTE MODIFICATION**  
**AND NOTICE OF FUTURE ADVANCE AGREEMENT**

**THIS MORTGAGE AND NOTE MODIFICATION AND NOTICE OF FUTURE ADVANCE AGREEMENT** made this 30<sup>th</sup> of January, 2004, by and between **COMMUNITY UNITED BANK OF FLORIDA**, whose address is 3001 W. Lake Mary Boulevard, Lake Mary, FL 32746, hereinafter referenced as "MORTGAGEE" and **BETA LAMBDA HOUSE CORPORATION OF DELTA DELTA DELTA, INC., a Florida corporation**, whose address is 415 Peachtree Road, Orlando, FL 32804, hereinafter referenced as "BORROWER".

**WHEREAS**, BORROWER did heretofore execute a certain Mortgage and Security Agreement (the "Mortgage") securing the payment by BORROWER of the indebtedness owed to CNL BANK, in the original amount of SEVEN HUNDRED THIRTY-NINE THOUSAND TWO HUNDRED AND 00/100 DOLLARS (\$739,200.00), and having a current outstanding principal balance of SIX HUNDRED FIFTY-FIVE THOUSAND FIVE HUNDRED SEVENTY-FIVE AND 90/100 DOLLARS (\$665,575.90), plus interest accruing thereon, as evidenced by a Promissory Note (the "Note") of same date which had also been executed and delivered by BORROWER, to CNL BANK, the security therefor being a first mortgage lien against the real property and improvements located in Orange County, Florida, and being more particularly described on Exhibit "A" attached hereto, and recorded on May 7, 2003, in Official Records Book 6899, Page 4260, and that certain UCC-1 Financing Statement recorded in Official Records Book 6899, Page 4282, all as assigned to COMMUNITY UNITED BANK OF FLORIDA, by instrument recorded in Official Records Book 7293 Page 782, all of the foregoing being of the Public Records of Orange County, Florida; and

**WHEREAS**, BORROWER has requested and MORTGAGEE has agreed to advance additional funds to BORROWER and to modify the terms and conditions of the referenced Note and Mortgage as more particularly set forth under the provisions of this Agreement.

**NOW, THEREFORE**, in consideration of the premises and of the mutual agreements herein and upon the condition that the lien of the aforesaid Mortgage held by MORTGAGEE

is a valid, first and subsisting lien on said real property and that the execution of this Agreement will not impair the lien of said Mortgage, the parties hereto agree as follows:

1. **Recitals.** The above recitations are true and correct and are readopted and reinstated herein verbatim by reference thereto.
2. **Priority of Lien.** All of the property and improvements thereon described in the Mortgage, in all respects, shall continue to be subject to the lien, charge and encumbrance of the referenced Mortgage, and nothing herein contained or done shall affect the lien, charge or encumbrance of said Mortgage, or the priority thereof over other liens, charges, encumbrances and conveyances. Other than as modified and amended herein, all of the remaining terms and conditions of the referenced Note and Mortgage, remain unmodified and unaffected by this Mortgage and Note Modification and Extension Agreement and remain in full force and effect as of, and through, the date of the execution of this Agreement. This Agreement does not constitute the extinguishment of the debt evidenced by the Note and Mortgage, nor does it in any way affect or impair the lien of the Mortgage, which lien is a valid and existing first lien on the subject property and shall secure the entire principal balance of, and all payments due and owing under, the Note as provided in this Agreement.
3. **Outstanding Balance of Note.** The outstanding principal balance of the Note is SIX HUNDRED FIFTY-FIVE THOUSAND FIVE HUNDRED SEVENTY-FIVE AND 90/100 DOLLARS (\$655,575.90).
4. **Advance of Additional Loan Proceeds.** Pursuant to Paragraph 14 of the Mortgage, the Mortgagee may make additional advances to Borrower, which shall be secured by the Mortgage. Mortgagee hereby advances to Borrower the amount of ONE MILLION FIVE HUNDRED FORTY-EIGHT THOUSAND FOUR HUNDRED TWENTY-FOUR AND 10/100 DOLLARS (\$1,548,424.10), and Borrower hereby acknowledges receipt of said advance by its execution of this Agreement, and agrees to repay said indebtedness in accordance with the terms of a Future Advance Note executed contemporaneously herewith.
5. **Consolidated Promissory Note.** The outstanding principal indebtedness and accrued interest due under the Note and the unfunded amount of the Note are hereby combined with the full amount of the Future Advance Note into one (1) single obligation and indebtedness of Borrower to Mortgagee evidenced by the Consolidated Promissory Note dated contemporaneously herewith in the original principal balance of TWO MILLION TWO HUNDRED FOUR THOUSAND AND NO/100 DOLLARS (\$2,204,000.00) (the "Consolidated Note").
6. **Miscellaneous.** The MORTGAGOR acknowledges, confirms and warrants to MORTGAGEE that, as of the date hereof, it has no defenses, claims, rights of set-off or counterclaims against the MORTGAGEE under, arising out of, or in connection with, any of the loan documents referenced herein or against any of the indebtedness evidenced or secured thereby, any and all of which defenses, claims, rights of set-off or counterclaims MORTGAGOR hereby expressly waives. The MORTGAGOR acknowledges that it is executing this Amendment as its own voluntary act and free from duress and undue influence and upon and with the advice of counsel.

7. **Ratification.** All of the terms, covenants and conditions in the Note and Mortgage, which are not inconsistent herewith are hereby expressly confirmed, ratified and declared to be in full force and effect.

8. **Headings.** The headings in this Amendment are intended to be for convenience of reference only, and shall not define or limit the scope, extent or intent or otherwise affect the meaning of any portion hereof.

9. **Counterparts.** This Amendment may be executed in any number of counterparts, each of which shall be a duplicate original, but all of which taken together shall constitute one and the same instrument. Either of the parties may execute this Amendment by signing any such counterpart or counterparts.

10. **Severability.** If any provision of this Amendment is held to be invalid or unenforceable, the remaining provisions shall remain in effect without impairment.

11. **Successors and Assigns.** This Agreement shall be binding upon and shall inure to the benefit of the heirs, executors, administrators, successors and assigns of the respective parties hereto.


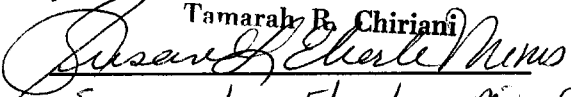
12. **Waiver of Trial by Jury.** Mortgagee and Borrower hereby knowingly, voluntarily and intentionally waive the right either may have to a trial by jury with respect to any litigation based hereon, or arising out of, under or in connection with this Mortgage, and any agreement contemplated to be executed in conjunction (whether verbal or written) or actions of either party. This provision is a material inducement for the bank making the loan or extension of credit evidenced by this Mortgage.


IN WITNESS WHEREOF, the undersigned have hereunto set their respective hands and seals the date and year first above written.

WITNESSES:

MORTGAGEE:


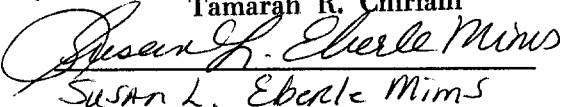
COMMUNITY UNITED BANK OF FLORIDA


  
Tamarah B. Chiriani  
  
Susan L. Eberle Mims

By:   
Michael R. Scures  
President  
3001 W. LAKE MARY Blvd.  
LAKE MARY, FL 32746

**BORROWER:**

**BETA LAMBDA HOUSE CORPORATION OF  
DELTA DELTA DELTA, INC., a Florida corporation**

  
Tamarah R. Chiriani  
  
Susan L. Eberle Mims

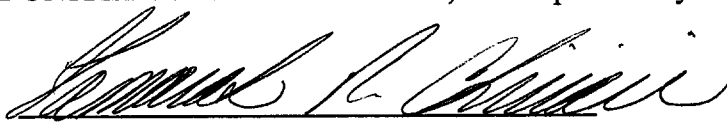
By:   
Susan Toppari, President  
7611 Pinemount Dr.  
Orlando, FL 32819

**STATE OF FLORIDA  
COUNTY OF ORANGE**

The foregoing instrument was acknowledged before me this 30<sup>th</sup> day of January, 2004, by Michael R. Scures, as President of COMMUNITY UNITED BANK OF FLORIDA, who is personally known to me and who did not take an oath.



Tamarah R Chiriani  
My Commission CC958377  
Expires August 12, 2004



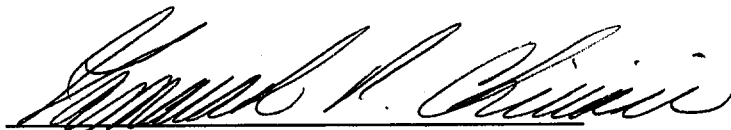
Tamarah R. Chiriani

(print notary name)

Notary Public\State of Florida  
My Commission Expires:

**STATE OF FLORIDA  
COUNTY OF ORANGE**

The foregoing instrument was acknowledged before me this 30<sup>th</sup> day of January, 2004, by Susan Toppari, as President of BETA LAMBDA HOUSE CORPORATION OF DELTA DELTA DELTA, INC., who produced drivers license as identification and who did not take an oath.



Tamarah R. Chiriani

(print notary name)

Notary Public\State of Florida  
My Commission Expires:

(SEAL)



Tamarah R Chiriani  
My Commission CC958377  
Expires August 12, 2004

EXHIBIT "A"

LEGAL DESCRIPTION

From the Southwest corner of Section 3, Township 22 South, Range 31 East, Orange County, Florida, run North  $89^{\circ} 26' 19''$  East along the South line of the Southwest  $1/4$  of said Section 3 for a distance of 1344.83 feet to the point of intersection of a curve concave to the East and external to the curvature of the centerline of State Road S-520 as shown by Florida State Road Department Plans for Section No. 75701-2601 dated December 23, 1958, said point of intersection being located at Coordinates North 100,000.634 and East 4,999.835 of the Coordinate Grid System of the University of Central Florida; run thence North  $01^{\circ} 08' 00''$  East along the tangent of said curve and continuing North  $01^{\circ} 08' 00''$  East along the centerline of State Road S-520 for a distance of 2001.44 feet to an intersection with the centerline of Aquarius Drive, said intersection being at University Coordinate Point North 102,001.682 and East 5,039.422; run thence North  $89^{\circ} 21' 03''$  East along the centerline of Aquarius Drive for a distance of 198.67 feet; run thence North  $00^{\circ} 48' 41''$  East for a distance of 472.71 feet; thence run North  $18^{\circ} 45' 00''$  East, 352.50 feet to the Point of Beginning; thence North  $55^{\circ} 45' 00''$  East, 289.30 feet; thence run South  $41^{\circ} 54' 27''$  East, 245.96 feet to a point on the arc of a curve concave Southeasterly; thence from a tangent bearing of South  $48^{\circ} 05' 33''$  West, run Southwesterly along the arc of said curve, having for its elements a radius of 2105.00 feet and a central angle of  $6^{\circ} 50' 33''$ , for an arc distance of 251.39 feet; thence run North  $48^{\circ} 45' 00''$  West, 301.66 feet to the Point of Beginning.

Subject to a 6.0 foot wide strip along the Northeasterly line thereof for a utility easement.

INSTR 20040071905

OR BK 07293 PG 0788

MARTHA O. HAYNIE, COMPTROLLER  
ORANGE COUNTY, FL

02/04/2004 12:13:57 PM

REC FEE 24.00

Prepared by and Return to:

PHILIP F. KEIDAISH, JR., ESQUIRE  
Philip F. Keidaish, Jr., P.A.  
320 W. Sabal Palm Place  
Suite 300  
Longwood, FL 32750  
(407) 682-7711

This area for recording information.

**ASSIGNMENT OF RENTS AND PROFITS**

THIS INDENTURE, made this 30<sup>th</sup> day of January, 2004, by BETA LAMBDA HOUSE CORPORATION OF DELTA DELTA DELTA, INC., a Florida corporation, whose address is 7611 Pinemount Drive, Orlando, FL 32819, (hereinafter referred to as "Owner"), to and in favor of COMMUNITY UNITED BANK OF FLORIDA, a Florida Lending Institution, whose address is 3001 W. Lake Mary Boulevard, Lake Mary, FL 32746, (hereinafter referred to as "Lender");

**WITNESSETH**

That, for and in consideration of a mortgage loan from Lender in the principal amount of Two Million Two Hundred Four Thousand and no/100 Dollars (\$2,204,000.00), evidenced by a promissory note and mortgage or deed of trust or other security instrument of even date herewith, and as a part of the consideration for making said mortgage loan, the undersigned, Owner of the premises described on Exhibit 'A' attached hereto, being real estate situated in Orange County, State of Florida, encumbered or to be encumbered by said mortgage, (together with all improvements thereon and appurtenances thereto) does hereby sell, assign and transfer to Lender, its successors and assigns, all the rents, issues and profits due or to become due on and from the said premises, and does hereby transfer, assign and set over unto Lender, its successors and assigns, all leases, tenancies and contracts, oral and written, now or hereafter existing, in connection with said premises. Lender is hereby given full power and authority to operate, maintain, manage and lease said premises, or any part thereof, to take possession thereof in its own name, or in the name of an agent, or in the name of Owner, collect all of the rents, issues and profits, and apply any sums realized as hereinafter set out. Owner expressly authorizes tenants, lessees, and all others having any interest in the said premises to pay to Lender or order all sums due, or to become due, under Leases, contracts and agreements, heretofore or hereafter made, and Lender is hereby authorized to give, for and in behalf of Owner, full receipt and acquittance for any payment so made.

Lender is further authorized, but shall not be obligated, to pay taxes, assessments and charges on the premises, to insure, repair, and/or improve the buildings located thereon, and to expend such sums as may be necessary to defend the title, or the property, or the use thereof, or to recover rents and profits, or to protect rental rights, and/or to make such other expenditures for said property as it may in its sole discretion deem necessary, proper, or expedient. Lender may, but shall not be obligated to, advance funds for any of the above purposes, and any amount so advanced shall be a first and prior claim on the rents and profits realized from the said property, and shall be repaid to Lender before any distribution as hereinafter set out. Should the rents and profits be insufficient to pay advances so made by Lender, any unpaid balance shall become a part of the debt secured by the said mortgage and shall bear interest from date of advancement at the maximum rate set out in said mortgage for interest on advances; and in the event such advancements are made after the mortgage debt has been reduced to judgment, Owner shall pay such advancements with interest to Lender in addition to any amount necessary to pay and satisfy the judgment, interest and costs or to redeem the property from foreclosure sale. Lender shall be entitled to retain possession of the property until such advancements and interest are fully paid.

It is further agreed that Lender shall be required to account for only such rentals and payments as are actually collected by it. Nothing herein contained shall be deemed to create any liability on the part of Lender for failure to rent the premises or any part hereof, or for failure to make collections of rentals, or failure to do any of the things which are authorized herein. This instrument is a grant of rights and privileges to Lender and shall not be held to create any duties or liabilities except as herein expressly set out. For the purpose of accounting the books and records of Lender shall be deemed prima facie correct.

Lender shall not be liable for the act or omission of any agent, if Lender shall have used reasonable care in the selection of such agent.

It is further understood and agreed that Lender shall in the exercise of its control and management of the premises be deemed the agent of Owner and shall not be liable to owner for any damage to any person or property, arising out of the operation of, or in connection with, the said premises except for the gross negligence or intentional actions of Lender.

It is further understood and agreed that the acceptance by Lender of any payment or performance under any lease or other contract with reference to the said premises, from any tenant or other person, shall not bar nor abridge any of the rights of Lender under its mortgage, against such tenant or person.

This contract shall remain in full force and effect so long as the indebtedness secured by the above described mortgage or any extension or renewal thereof remains unpaid and, in the event of foreclosure, during any period of redemption and until the recording of the deed issued under such foreclosure proceedings and until delivery of actual and complete possession of the premises to the grantee in such deed. This agreement shall not affect Owner's right to redeem from foreclosure sale; but such redemption shall not terminate this agreement unless and until said mortgage debt or any judgment rendered thereon plus interest, costs and expenses and any advancements made by Lender, with interest as above mentioned, have been fully paid it. In the event of termination of this agreement, Owner shall approve and accept any and all outstanding leases made by Lender or its agent; but only to the extent of a period of one year from date of termination of this agreement.

The provisions of this agreement are a covenant running with the land herein described and shall bind all persons hereafter acquiring any interest in the said premises; and it is expressly agreed that the within assignment and grant of rights and powers is coupled with an interest.

Any amount received or collected by Lender by virtue of this agreement shall be applied as follows (but not necessarily in the order stated) the priority of payment of such items to be within the sole discretion of Lender:

1. To the repayment to Lender of any and all amounts advanced by it under the terms of the agreement, together with interest on the respective advancements from the date of each at the maximum rate set out in the aforesaid mortgage for interest on advances.
2. To the payment of taxes, assessments and charges and the expense of insurance, repairs to and improvements on the property; but Lender shall not be obligated to keep insurance on, make repairs to and/or improvements on the property.
3. To the payment of all other necessary expenses of the management, protection and/or preservation of the property.
4. To the payment of all amounts due or to become due under the said mortgage or any extension or renewal thereof and/or to the payment of any judgment rendered thereon together with interest, costs and expenses.
5. The surplus, if any, after full payment of the above, shall be paid to the then Owner of record of the said premises.

It is understood that this agreement is not an additional security for the payment of said mortgage debt, and shall not be deemed to be payment thereof, except as to money actually received by Lender as and when applied as such payment; nor shall this agreement be deemed a waiver of any default occurring hereafter in the full performance of the conditions of the said mortgage; nor shall



the application of any money received by Lender under this agreement towards curing such default in any manner waive such default or prevent foreclosure because of the same, Lender hereby expressly reserving all its rights and privileges under the said mortgage as fully as though this agreement had not been entered into.

Notwithstanding that this instrument is a present and executed assignment of the rents, issues and profits and a present and executed grant of the powers hereinbefore granted to Lender, it is understood and agreed that until default occurs in the performance of the terms and conditions of the said mortgage or the note secured thereby and Lender elects to collect such rents, issues and profits or to manage the mortgaged property, owner is to be permitted, at the sufferance of Lender, to collect and retain said rents, issues and profits; provided, however, that in no event shall Owner have authority to collect any rents, issues or profits for more than thirty days in advance; and, provided further, that if a petition in bankruptcy is filed by or against Owner, or if any proceeding is instituted for the reorganization of Owner or the adjustment of the obligations of Owner, or if Owner makes any assignment for the benefit of creditors, or if an application for a Receiver is filed against Owner which will or may affect the said real estate, then, upon the happening of any one or more of such events, Lender shall have the immediate and automatic right to the management and control of the said real estate and improvements and to collect the rents, issues and profits, to the full extent of all rights given it under this agreement, even though there be no existing default on the part of Owner.

This agreement shall not be terminated, except as herein provided, nor shall it be altered, modified or amended, except by written agreement. References herein to "mortgage" shall be read to include a deed of trust, security deed or any other form of security instrument.

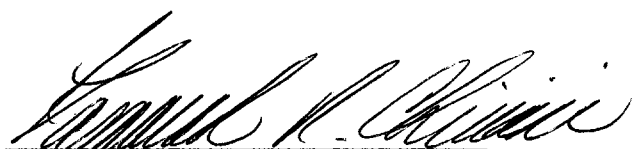
This agreement shall be binding on and shall inure to the benefit of the parties hereto and their respective heirs, personal representatives, successors and assigns. Whenever used herein the singular number shall include the plural, the plural the singular, and use of any gender shall include all genders.


IN WITNESS WHEREOF, the parties have executed this instrument the day and year first above written.

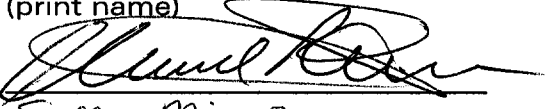
Signed, sealed and delivered  
in the presence of:

OWNER:

BETA LAMBDA HOUSE CORPORATION OF DELTA  
DELTA DELTA, INC., a Florida corporation

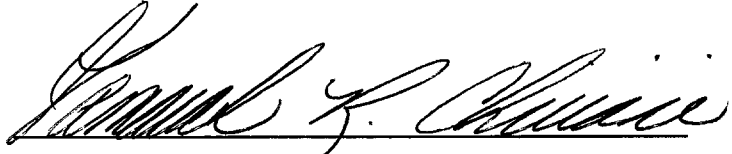
  
\_\_\_\_\_  
Tamarah R. Chiriani  
(print name)

By:   
\_\_\_\_\_  
Susan Toppari, President

  
\_\_\_\_\_  
Susan Mims  
(print name)

STATE OF FLORIDA  
COUNTY OF SEMINOLE

The foregoing instrument was acknowledged before me this 30<sup>th</sup> day of January, 2004, by Susan Toppari, as President of BETA LAMBDA HOUSE CORPORATION OF DELTA DELTA DELTA, INC., a Florida corporation, who has produced a driver's license as identification and who did not take an oath.



Tamarah R. Chiriani

(print name)

Notary Public, State of Florida  
My Commission Expires:



Tamarah R Chiriani  
My Commission CC958377  
Expires August 12, 2004

EXHIBIT "A"

LEGAL DESCRIPTION

From the Southwest corner of Section 3, Township 22 South, Range 31 East, Orange County, Florida, run North 89° 26' 19" East along the South line of the Southwest 1/4 of said Section 3 for a distance of 1344.83 feet to the point of intersection of a curve concave to the East and external to the curvature of the centerline of State Road S-520 as shown by Florida State Road Department Plans for Section No. 75701-2601 dated December 23, 1958, said point of intersection being located at Coordinates North 100,000.634 and East 4,999.835 of the Coordinate Grid System of the University of Central Florida; run thence North 01° 08' 00" East along the tangent of said curve and continuing North 01° 08' 00" East along the centerline of State Road S-520 for a distance of 2001.44 feet to an intersection with the centerline of Aquarius Drive, said intersection being at University Coordinate Point North 102,001.682 and East 5,039.422; run thence North 89° 21' 03" East along the centerline of Aquarius Drive for a distance of 198.67 feet; run thence North 00° 48' 41" East for a distance of 472.71 feet; thence run North 18° 45' 00" East, 352.50 feet to the Point of Beginning; thence North 55° 45' 00" East, 289.30 feet; thence run South 41° 54' 27" East, 245.96 feet to a point on the arc of a curve concave Southeasterly; thence from a tangent bearing of South 48° 05' 33" West, run Southwesterly along the arc of said curve, having for its elements a radius of 2105.00 feet and a central angle of 6° 50' 33", for an arc distance of 251.39 feet; thence run North 48° 45' 00" West, 301.66 feet to the Point of Beginning.

Subject to a 6.0 foot wide strip along the Northeasterly line thereof for a utility easement.

INSTR 20070380132  
OR BK 09300 PG 1412 PGS=69  
MARTHA O. HAYNIE, COMPTROLLER  
ORANGE COUNTY, FL  
06/12/2007 12:43:39 PM  
REC FEE 588.00

This Instrument Prepared by and return to:

Godfrey & Kahn S.C.  
780 North Water Street  
Milwaukee, WI 53202  
Attn: Jennifer Vallier

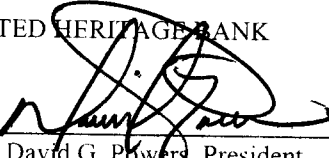
ASSIGNMENT OF MORTGAGES AND RELATED DOCUMENTS

Know All Men By These Presents: United Heritage Bank, a Florida state bank, is the owner and holder of those certain mortgages and related documents set forth on Exhibit A attached hereto and made a part hereof, all encumbering real property within Orange County, Florida.

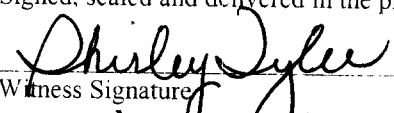
United Heritage Bank hereby grants, assigns, conveys and transfers to M&I Marshall & Ilsley Bank, a Wisconsin banking corporation, all rights, title and interest in the said mortgages and related documents, together with any and all notes and contracts described or referred to in said mortgages, all sums (including interest) due or to become due thereon and all rights accrued or to accrue under said mortgages.

In Witness Whereof, the undersigned has executed this Assignment to be effective as of the 1<sup>st</sup> day of June, 2007.

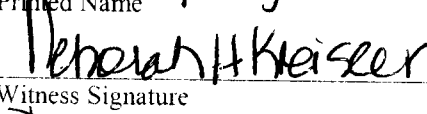
UNITED HERITAGE BANK

By:   
David G. Powers, President

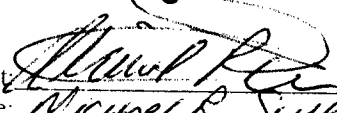
Signed, sealed and delivered in the presence of:

  
Witness Signature

Shirley Tyler  
Printed Name

  
Witness Signature

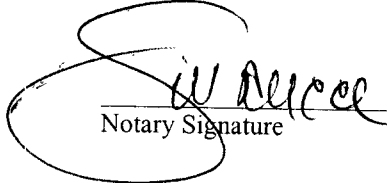
Deborah H Kreiser  
Printed Name

Attest:   
Name: Michael R. Scures  
Title: Executive Vice President

[ACKNOWLEDGEMENTS ON NEXT PAGE]

STATE OF Florida )  
COUNTY OF Seminole ) ss

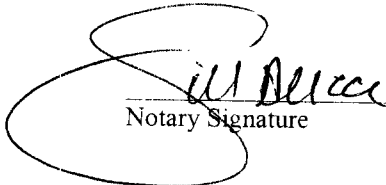
Personally came before me this 29 day of May, 2007, the above named David G. Powers, as President of United Heritage Bank, to me known to be the person who executed the foregoing instrument and acknowledged the same.

  
Notary Signature

Printed Notary Signature

STATE OF Florida )  
COUNTY OF Seminole ) ss

Personally came before me this 29 day of May, 2007, the above named Michael R. Scuros as Exec. Vice Pres. of United Heritage Bank, to me known to be the person who executed the foregoing instrument and acknowledged the same.

  
Notary Signature

mw1322119\_1

**EXHIBIT A**  
Assignment of Beneficial Interest  
Document being Assigned

<b>NAME</b>	<b>PROPERTY ADDRESS</b>	<b>DATE</b>	<b>DOC TYPE</b>	<b>LOAN AMNT</b>	<b>INSTR #</b>	<b>OR BOOK</b>	<b>PAGE</b>	<b>REC DT</b>
Glenn I. Drummond		8/23/1988	MTG	\$425,000.00	3073749	4008	2487	8/25/1988
Global Contract Carpets, Inc.		7/22/1991	MTG	\$200,000.00	3838973	4309	4809	7/26/1991
Global Contract Carpets, Inc.		3/13/1992	MOD		4033600	4390	1270	3/26/1992
S.T.E. Electrical Systems, Inc.		3/13/1992	MOD		4033600	4390	1270	3/26/1992
S.T.E. Electrical Systems, Inc.		3/13/1993	MOD		4410450	4540	3590	3/25/1993
Alma S. Drummond		3/4/1994	MOD		4804582	4712	776	3/17/1994
Glenn I. Drummond		3/4/1994	MOD		4804582	4712	776	3/17/1994
S.T.E. Electrical Systems, Inc.		5/25/1994	MOD		4924235	4762	3458	6/30/1994
Conoley Fruit Harvester, Inc.		4/22/1996	MTG	\$900,000.00	5590315	5046	3445	4/24/1996
Inez B. Walker		5/15/1996	MTG	\$665,000.00	5631539	5064	4994	5/28/1996
Inez B. Walker Family Limited Partnership		5/15/1996	MTG	\$665,000.00	5631539	5064	4994	5/28/1996
Inez B. Walker		5/15/1996	AOR		5631540	5064	5018	5/28/1996
Inez B. Walker Family Limited Partnership		5/15/1996	AOR		5631540	5064	5018	5/28/1996
Inez B. Walker Family Limited Partnership			UCC		5668462	5080	4865	6/28/1996
Patrice Hobby		8/29/1996	MTG	\$113,600.00	5745890	5115	241	9/3/2006
Patrice S. Hobby		8/29/1996	MTG	\$113,600.00	5745890	5115	241	9/3/2006
William M. Hobby, III		8/29/1996	MTG	\$113,600.00	5745890	5115	241	9/3/2006
Frank D. Scott, Jr.	4705 Shorewood Dr., Mt. Dora, FL 32757	12/11/2001	MTG	\$200,000.00	2001058350	6421	406	12/27/2001
Rebecca M. Scott	4705 Shorewood Dr., Mt. Dora, FL 32757	12/11/2001	MTG	\$200,000.00	2001058350	6421	406	12/27/2001
Speer Construction, LLC	1318 Woodland St., Orlando, FL 32806	7/20/2005	MTG	\$234,000.00	2005050765	8101	1034	8/1/2005
John D. Coughlin		9/1/2005	MTG	\$460,000.00	2005179929	5955	567	10/17/2005
Virginia Drive Ferris Avenue, LLC		11/30/2005	AOR		2005844667	8362	3850	12/9/2005
Ocoee Business Park, LLC		3/29/2005	MTG	\$2,500,000.00	2050692228	8244	2524	10/12/2005
Evans Groves, Inc.		4/4/1997	NOTICE		19970120549	5231	980	4/9/1997
Alma S. Drummond		12/24/1997	MTG	\$650,000.00	19980004546	5392	3568	1/6/1998
H.B. Walker, Inc.		3/11/1998	MOD		19980099979	5437	1832	3/19/1998
H.B. Walker, Inc.		3/11/1998	MOD		19980099979			
Inez B. Walker		3/11/1998	MOD		19980099979	5437	1832	3/19/1998
Inez B. Walker Family Limited Partnership		3/11/1998	MOD		19980099979	5437	1832	3/19/1998

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## EXHIBIT A

Document Being Assigned		8/11/1998	MTG	\$1,375,000.00	19980324692	5547	120	8/12/1998
Vaughn, Inc.		8/11/1998	MTG		19980324692	5547	120	8/12/1998
Vaughn, Inc.		8/11/1998	AOR		19980324693	5547	142	8/12/1998
Vaughn, Inc.			UCC		19980324694	5547	147	8/12/1998
Barbara L. Hedge		4/16/1999	MTG	\$180,000.00	19990169987	5732	286	4/21/1999
Harold G. Hedge		4/16/1999	MTG	\$180,000.00	19990169987	5732	286	4/21/1999
Barbara L. Hedge		4/16/1999	AOR		19990169988	5732	302	4/21/1999
Harold G. Hedge		4/16/1999	AOR		19990169988	5732	302	4/21/1999
Barbara L. Hedge			UCC		19990169989	5732	309	4/21/1999
Harold G. Hedge			UCC		19990169989	5732	309	4/21/1999
Alma S. Drummond		4/27/1999	MOD		19990179465	5736	2672	4/28/1999
Glenn I. Drummond		4/27/1999	MOD		19990179465	5736	2672	4/28/1999
Alma S. Drummond		4/27/1999	MOD		19990179468	5736	2681	4/28/1999
Glenn I. Drummond		4/27/1999	MOD		19990179468	5736	2681	4/28/1999
S.T.E. Electrical Systems, Inc.		5/25/1999	MOD		19990243713	5766	2713	6/7/1999
Barbara L. Hedge		8/20/1999	ASSIGN		19990365870	5823	138	8/23/1999
Harold G. Hedge		8/20/1999	ASSIGN		19990365870	5823	138	8/23/1999
Barbara L. Hedge		8/20/1999	MOD		19990365871	5823	142	8/23/1999
Harold G. Hedge		8/20/1999	MOD		19990365871	5823	142	8/23/1999
Barbara L. Hedge			UCC		19990365872	5823	149	8/23/1999
Harold G. Hedge			UCC		19990365872	5823	149	8/23/1999
Barbara L. Hedge		8/20/1999	NOC		19990365873	5823	150	8/23/1999
Harold G. Hedge		8/20/1999	NOC		19990365873	5823	150	8/23/1999
Barbara L. Hedge		10/12/1999	MTG	\$148,000.00	19990444761	5859	2084	10/13/1999
Harold G. Hedge		10/12/1999	MTG	\$148,000.00	19990444761	5859	2084	10/13/1999
Barbara L. Hedge		10/12/1999	AOR		19990444762	5859	2100	10/13/1999
Harold G. Hedge		10/12/1999	AOR		19990444762	5859	2100	10/13/1999
Barbara L. Hedge			UCC		19990444763	5859	2107	10/13/1999
Harold G. Hedge			UCC		19990444763	5859	2107	10/13/1999
Judith P. Pasternack		1/14/2000	MTG	\$150,000.00	20000022655	5924	670	1/14/2000
Robert J. Pasternack		1/14/2000	MTG	\$150,000.00	20000022655	5924	670	1/14/2000
Judith P. Pasternack		1/14/2000	AOR		20000022656	5924	689	1/14/2000
Robert J. Pasternack		1/14/2000	AOR		20000022656	5924	689	1/14/2000
Judith P. Pasternack			UCC		20000022657	5924	693	1/14/2000
Robert J. Pasternack			UCC		20000022657	5924	693	1/14/2000
Charles H. Wyre		2/15/2000	MTG	\$132,000.00	20000022657	5924	356	2/15/2000
Harriet H. LaFace		2/15/2000	MTG	\$132,000.00	20000066331	5943	356	2/15/2000
Charles H. Wyre			UCC		20000066333	5943	371	2/15/2000

**EXHIBIT A**  
**Assignment of Beneficial Interest**  
**Document being Assigned**

Harriet H. LaFace				UCC		20000066333	5943	371	2/15/2000
Judith P. Pasternack			3/22/2000	MOD		20000134420	5972	2679	3/12/2000
Robert J. Pasternack			3/22/2000	MOD		20000134420	5972	2679	3/12/2000
White's Red Hill Groves, Inc.	3725 South Conway Dr., Orlando, FL 32812		6/28/2000	MTG	\$100,000.00	20000348269	6069	700	8/17/2000
Nadeer Dennis Alie	1224 & 1021 N. Pine Hills Road, Orlando, FL 32808		7/7/2000	MTG	\$150,000.00	20000355423	6072	1619	8/22/2000
Nadeer Dennis Alie	1224 & 1021 N. Pine Hills Road, Orlando, FL 32808		7/7/2000	AOR		20000355424	6072	1625	8/22/2000
Cynthia L. Hanson			10/13/2000	MTG	\$337,500.00	20000438639	6109	2745	10/16/2000
Dennis R. Hanson			10/13/2000	MTG	\$337,500.00	20000438639	6109	2745	10/16/2000
Cynthia L. Hanson			10/13/2000	AOR		20000438640	6109	2761	10/16/2000
Dennis R. Hanson			10/13/2000	AOR		20000438640	6109	2761	10/16/2000
Cynthia L. Hanson				UCC		20000438641	6109	2768	10/16/2000
Dennis R. Hanson				UCC		20000438641	6109	2768	10/16/2000
D&D Smith Constructors, Inc.			12/12/2000	MTG	\$120,000.00	20000525520	6149	4002	12/13/2000
D&D Smith Constructors, Inc.			12/12/2000	AOR		20000525521	6149	4028	12/13/2000
Atassi, Inc.			12/21/2000	MTG	\$1,000,000.00	20000541120	6157	1254	12/22/2000
Atassi, Inc.			12/21/2000	AOR		20000541121	6157	1279	12/22/2000
Atassi, Inc.				UCC		20000541123	6157	1286	12/22/2000
J&L Gardenias, Inc.			12/22/2000	MTG	\$688,689.53	20010003707	6163	4906	1/4/2001
Danna G. Duke			12/29/2000	MTG	\$864,000.00	20010032936	6176	3498	1/22/2001
Danna G. Duke Revocable Trust Dated Oct. 6, 1999			12/29/2000	MTG	\$864,000.00	20010032936	6176	3498	1/22/2001
James N. Duke			12/29/2000	MTG	\$864,000.00	20010032936	6176	3498	1/22/2001
James N. Duke Revocable Trust Dated Oct. 6, 1999			12/29/2000	MTG	\$864,000.00	20010032936	6176	3498	1/22/2001
Danna G. Duke			12/29/2000	AOR		20010032937	6176	3511	1/22/2001
Danna G. Duke Revocable Trust Dated Oct. 6, 1999			12/29/2000	AOR		20010032937	6176	3511	1/22/2001
James N. Duke			12/29/2000	AOR		20010032937	6176	3511	1/22/2001
James N. Duke Revocable Trust Dated Oct. 6, 1999			12/29/2000	AOR		20010032937	6176	3511	1/22/2001
Danna G. Duke Revocable Trust Dated Oct. 6, 1999				UCC		20010032938	6176	3521	1/22/2001
James N. Duke Revocable Trust Dated Oct. 6, 1999				UCC		20010032938	6176	3521	1/22/2001

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EXHIBIT A  
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Fred M. Humphrey	2/28/2001	MTG	\$268,000.00	20010089310	6204	2244	3/1/2001
Roseann Latta	2/28/2001	MTG	\$268,000.00	20010089310	6204	2244	3/1/2001
Fred M. Humphrey	2/28/2001	AOR		20010089338	6204	2308	3/1/2001
Roseann Latta	2/28/2001	AOR		20010089338	6204	2308	3/1/2001
Fred M. Humphrey		UCC		20010089348	6204	2330	3/1/2001
Roseann Latta		UCC		20010089348	6204	2330	3/1/2001
Barry A. Reiter	3/8/2001	MTG	\$176,000.00	20010104387	6211	3777	3/12/2001
Gretchen R. H. Vose	3/8/2001	MTG	\$176,000.00	20010104387	6211	3777	3/12/2001
Barry A. Reiter	3/8/2001	AOR		20010104388	6211	3805	3/12/2001
Gretchen R. H. Vose	3/8/2001	AOR		20010104388	6211	3805	3/12/2001
Barry A. Reiter		UCC		20010104389	6211	3812	3/12/2001
Gretchen R. H. Vose		UCC		20010104389	6211	3812	3/12/2001
Lake Mary Investments, Inc.	4/13/2001	MTG	\$200,000.00	20010165957	6239	2749	4/19/2001
Lake Mary Investments, Inc.	4/13/2001	AOR		20010165958	6239	2778	4/19/2001
Lake Mary Investments, Inc.		UCC		20010165959	6239	2786	4/19/2001
Paul D. Chiaro, Jr.	4/23/2001	MTG	\$312,000.00	20010188095	6248	198	5/2/2001
Paul D. Chiaro, Sr.	4/23/2001	MTG	\$312,000.00	20010188095	6248	198	5/2/2001
Paul D. Chiaro, Jr.	4/23/2001	AOR		20010188096	6248	220	5/2/2001
Paul D. Chiaro, Sr.	4/23/2001	AOR		20010188096	6248	220	5/2/2001
Paul D. Chiaro, Jr.		UCC		20010188097	6248	225	5/2/2001
Paul D. Chiaro, Sr.		UCC		20010188097	6248	225	5/2/2001
Conoley Fruit Harvester, Inc.	4/19/2001	ASSIGN		20010188147	6248	333	5/2/2001
Ivor A. Singer, Jr.	4/5/2001	MTG	\$170,000.00	20010196114	6252	1111	5/7/2001
Mary Scott Singer	4/5/2001	MTG	\$170,000.00	20010196114	6252	1111	5/7/2001
Alma S. Drummond	5/9/2001	MTG	\$620,000.00	20010202656	6255	977	5/10/2001
Glenn I. Drummond	5/9/2001	MTG	\$620,000.00	20010202656	6255	977	5/10/2001
Alma S. Drummond	5/9/2001	AOR		20010202657	6255	985	5/10/2001
Glenn I. Drummond	5/9/2001	AOR		20010202657	6255	985	5/10/2001
Alma S. Drummond		UCC		20010202658	6255	991	5/10/2001
Glenn I. Drummond		UCC		20010202658	6255	991	5/10/2001
Conoley Fruit Harvester, Inc.	4/19/2001	MOD		20010222557	6263	2126	5/22/2001
Lake Mary Investments, Inc.	5/16/2001	MOD		20010226138	6264	4679	5/23/2001
Lake Mary Investments, Inc.	5/18/2001	MOD		20010228625	6266	278	5/25/2001
Lake Mary Investments, Inc.	5/18/2001	MOD		20010228625	6266	278	5/25/2001
Giuseppe Papaleo	5/25/2001	MTG	\$800,000.00	20010232492	6267	3446	5/29/2001
J. P. Papaleo	5/25/2001	MTG	\$800,000.00	20010232492	6267	3446	5/29/2001
Giuseppe Papaleo	5/25/2001	AOR		20010232493	6267	3462	5/29/2001

**EXHIBIT A**  
**Assignment of Beneficial Interest**  
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J. P. Papaleo		5/25/2001	AOR		20010232493	6267	3462	5/29/2001
Giuseppe Papaleo			UCC		20010232494	6267	3469	5/29/2001
J. P. Papaleo			UCC		20010232494	6267	3469	5/29/2001
2816 G.P., Inc		5/25/2001	MTG	\$320,000.00	20010232501	6267	3486	5/29/2001
Giuseppe Papaleo		5/25/2001	MTG	\$320,000.00	20010232501	6267	3486	5/29/2001
2816 G.P., Inc		5/25/2001	AOR		20010232502	6267	3502	5/29/2001
Giuseppe Papaleo		5/25/2001	AOR		20010232502	6267	3502	5/29/2001
2816 G.P., Inc			UCC		20010232503	6267	3509	5/29/2001
Giuseppe Papaleo			UCC		20010232503	6267	3509	5/29/2001
Pas Lancaster II Property LLC		5/11/2001	MTG	\$1,195,000.00	20010234184	6268	3309	5/30/2001
Pas Lancaster II Property LLC		5/11/2001	AOR		20010234185	6268	3319	5/30/2001
Pas Lancaster II Property LLC			UCC		20010234186	6268	3330	5/30/2001
Thomas P. Warlow III	3405 Pinetree Road, Orlando, FL 32804	4/23/2001	MTG	\$50,000.00	20010234665	6268	4777	5/30/2001
1220 Alden Road Land Trust		5/29/2001	MTG	\$440,000.00	20010239096	6270	2656	6/1/2001
Daryl M. Carter		5/29/2001	MTG	\$440,000.00	20010239096	6270	2656	6/1/2001
1220 Alden Road Land Trust		5/29/2001	AOR		20010239114	6270	2749	6/1/2001
Daryl M. Carter		5/29/2001	AOR		20010239114	6270	2749	6/1/2001
1220 Alden Road Land Trust			UCC		20010239117	6270	2760	6/1/2001
Daryl M. Carter			UCC		20010239117	6270	2760	6/1/2001
1184 Alden Road Land Trust		5/29/2001	MTG	\$518,400.00	20010239131	6270	2802	6/1/2001
Daryl M. Carter		5/29/2001	MTG	\$518,400.00	20010239131	6270	2802	6/1/2001
1184 Alden Road Land Trust		5/29/2001	AOR		20010239137	6270	2849	6/1/2001
Daryl M. Carter		5/29/2001	AOR		20010239137	6270	2849	6/1/2001
1184 Alden Road Land Trust			UCC		20010239138	6270	2854	6/1/2001
Daryl M. Carter			UCC		20010239138	6270	2854	6/1/2001
Christner Management Company, Inc.		6/1/2001	MTG	\$1,375,000.00	20010250014	6275	4189	6/7/2001
Christner Management Company, Inc.		6/1/2001	AOR		20010250015	6275	4213	6/7/2001
Christner Management Company, Inc.			UCC		20010250016	6275	4218	6/7/2001
Bruce Goin	1130 Belleaire Circle, Orlando, FL 32804	6/12/2001	MTG	\$75,000.00	20010276972	6287	5008	6/22/2001
Whitney H. Goin	1130 Belleaire Circle, Orlando, FL 32804	6/12/2001	MTG	\$75,000.00	20010276972	6287	5008	6/22/2001

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Lucky Dog Properties	833 Highland Ave., Orlando, FL 32803	6/1/2001	MTG	\$250,000.00	20010283349	6290	5121	6/27/2001
Boxley Enterprises, Inc		7/16/2001	MTG	\$1,083,700.00	20010318628	6304	3299	7/18/2001
Boxley Enterprises, Inc		7/16/2001	MTG	\$1,083,700.00	20010318628	6304	3299	7/18/2001
Boxley Enterprises, Inc		7/16/2001	AOR		20010318629	6304	3321	7/18/2001
Boxley Enterprises, Inc		7/16/2001	AOR		20010318629	6304	3321	7/18/2001
Boxley Enterprises, Inc			UCC		20010318630	6304	3326	7/18/2001
Boxley Enterprises, Inc			UCC		20010318630	6304	3326	7/18/2001
Eugenia R. Sefcik		8/6/2001	MTG	\$560,000.00	20010352105	6318	2686	8/7/2001
Joseph T. Sefcik		8/6/2001	MTG	\$560,000.00	20010352105	6318	2686	8/7/2001
Eugenia R. Sefcik		8/6/2001	AOR		20010352106	6318	2704	8/7/2001
Joseph T. Sefcik		8/6/2001	AOR		20010352106	6318	2704	8/7/2001
Eugenia R. Sefcik			UCC		20010352107	6318	2710	8/7/2001
Joseph T. Sefcik			UCC		20010352107	6318	2710	8/7/2001
Susan G. Stoddard	2700 N. Peninsula Ave., #312, New Smyrna Beach, FL	7/9/2001	MTG	\$50,000.00	20010362526	6322	2489	8/13/2001
Mecca Investments, Inc.		8/13/2001	MTG	\$210,000.00	20010387690	6333	3243	8/28/2001
Mecca Investments, Inc.		8/13/2001	AOR		20010387691	6333	3254	8/28/2001
Mecca Investments, Inc.			UCC		20010387692	6333	3259	8/28/2001
H.B. Walker		8/20/2001	ASSIGN		20010389364	6333	7073	8/28/2001
Inez B. Walker Family Limited Partnership		8/20/2001	ASSIGN		20010389364	6333	7073	8/28/2001
H.B. Walker, Inc.		8/20/2001	MOD		20010389365	6333	7077	8/28/2001
Herbert B. Walker		8/20/2001	MOD		20010389365	6333	7077	8/28/2001
Inez B. Walker		8/20/2001	MOD		20010389365	6333	7077	8/28/2001
Inez B. Walker Family Limited Partnership		8/20/2001	MOD		20010389365	6333	7077	8/28/2001
Inez B. Walker Family Limited Partnership			UCC		20010389366	6333	7081	8/28/2001
Boxley Enterprises, Inc		8/24/2001	MTG	\$922,500.00	20010394240	6336	533	8/31/2001
Boxley Enterprises, Inc		8/24/2001	AOR		20010394241	6336	555	8/31/2001
Boxley Enterprises, Inc			UCC		20010394242	6336	560	8/31/2001
Boxley Enterprises, Inc		8/24/2001	MOD		20010394244	6336	565	8/31/2001
Danna G. Duke		8/10/2001	MOD		20010398569	6338	329	9/5/2001
Danna G. Duke Revocable Trust Dated Oct. 6, 1999		8/10/2001	MOD		20010398569	6338	329	9/5/2001
James N. Duke		8/10/2001	MOD		20010398569	6338	329	9/5/2001

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James N. Duke Revocable Trust Dated Oct. 6, 1999		8/10/2001	MOD		20010398569	6338	329	9/5/2001
Donald F. Wright		9/4/2001	MTG	\$593,000.00	20010401286	6338	8873	9/5/2001
Donald F. Wright Revocable Trust		9/4/2001	MTG	\$593,000.00	20010401286	6338	8873	9/5/2001
Pamela A. Wright		9/4/2001	MTG	\$593,000.00	20010401286	6338	8873	9/5/2001
William Patrick Fulford		9/4/2001	MTG	\$593,000.00	20010401286	6338	8873	9/5/2001
Donald F. Wright		9/4/2001	AOR		20010401287	6338	8880	9/5/2001
Donald F. Wright Revocable Trust		9/4/2001	AOR		20010401287	6338	8880	9/5/2001
Pamela A. Wright		9/4/2001	AOR		20010401287	6338	8880	9/5/2001
William Patrick Fulford		9/4/2001	AOR		20010401287	6338	8880	9/5/2001
Wilbur G. Bowles		9/7/2001	MTG	\$250,000.00	20010408045	6342	6179	9/7/2001
Wilbur G. Bowles		9/7/2001	AOR		20010408046	6342	6195	9/7/2001
Wilbur G. Bowles			UCC		20010408047	6342	6202	9/7/2001
Ruth B. Martin	1322 Shorewood Dr., Orlando, FL 32806	9/4/2001	MTG	\$80,000.00	20010413129	6345	1278	9/11/2001
Brenda M. Lewis		8/23/2001	MTG	\$160,000.00	20010414920	6345	5780	9/11/2001
Lionel E. Lewis		8/23/2001	MTG	\$160,000.00	20010414920	6345	5780	9/11/2001
Brenda M. Lewis		8/23/2001	AOR		20010414921	6345	5790	9/11/2001
Lionel E. Lewis		8/23/2001	AOR		20010414921	6345	5790	9/11/2001
Kenterwire Corporation		9/7/2001	MTG	\$269,000.00	20010417666	6347	2871	9/13/2001
Kenterwire Corporation		9/7/2001	AOR		20010417667	6347	2803	9/13/2001
Kenterwire Corporation			UCC		20010417668	6347	2808	9/13/2001
Bernard J. Martin		9/20/2001	MTG	\$100,000.00	20010429117	6353	2085	9/21/2001
Bernard J. Martin, Jr.		9/20/2001	MTG	\$100,000.00	20010429117	6353	2085	9/21/2001
Bernanr J. Martin			UCC		20010429119	6353	2108	9/21/2001
Thomas P. Warlow III	3405 Pinetree Road, Orlando, FL 32804	9/13/2001	MOD		20010438527	6357	2397	9/27/2001
Tomarc, a Florida General Partnership	1021 North Orlando Ave., Maitland, FL 32751	9/18/2001	MTG	\$100,000.00	20010442309	6359	1371	10/1/2001
Patrice Hobby		10/5/2001	MOD		20010454130	6364	2917	10/8/2001
Patrice S. Hobby		10/5/2001	MOD		20010454130	6364	2917	10/8/2001
William M. Hobby, III		10/5/2001	MOD		20010454130	6364	2917	10/8/2001
Hobby Homes, Inc.		10/5/2001	AOR		20010454131	6364	2922	10/8/2001
Hobby Homes, Inc.			UCC		20010454132	6364	2928	10/8/2001
Hobby Homes, Inc.		10/5/2001	NOC		20010454133	6364	2931	10/8/2001

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		10/10/2001	MOD		20010470019	6370	6971	10/16/2001	
Bernard J. Martin		10/10/2001	MOD		20010470019	6370	6971	10/16/2001	
Bernard J. Martin		10/17/2001	MTG	\$225,000.00	20010473781	6372	3974	10/18/2001	
Bernard J. Martin		10/17/2001	AOR		20010473782	6372	3990	10/18/2001	
Bernard J. Martin			UCC		20010473783	6372	3997	10/18/2001	
	1002 Edgewater Court, Orlando, FL 32804	10/5/2001	MTG	\$75,000.00	20010483006	6376	3346	10/24/2001	
William M. Siemons, IV		11/1/2001	MTG	\$2,050,000.00	20010498938	6382	7303	11/1/2001	
Collier Auto Sales, Inc.		11/1/2001	AOR		20010498939	6382	7309	11/1/2001	
Collier Auto Sales, Inc.		11/6/2001	MOD		20010517883	6391	3595	11/14/2001	
Bernard J. Martin		11/9/2001	MOD		20010521068	6392	5876	11/15/2001	
Lake Mary Investments, Inc.			UCC		20010526560	6395	1282	11/20/2001	
Collier Auto Sales, Inc.		11/19/2001	MTG	\$119,000.00	20010539823	6401	1246	11/29/2001	
Abderrahim Bekkach	Lot 2, Lee Vista Center, Orlando, FL	11/27/2001	MTG	\$277,000.00	20010545576	6403	3815	12/3/2001	
Maria D. Tusa		11/27/2001	MTG	\$277,000.00	20010545576	6403	3815	12/3/2001	
Stefano M. Tusa		11/27/2001	AOR		20010545577	6403	3831	12/3/2001	
Maria D. Tusa		11/27/2001	AOR		20010545577	6403	3831	12/3/2001	
Maria D. Tusa			UCC		20010545578	6403	3838	12/3/2001	
Stefano M. Tusa			UCC		20010545578	6403	3838	12/3/2001	
Ralph Mocny			UCC		20010567723	6413	1624	12/14/2001	
Pas Lancaster II Property LLC		11/11/2001	MOD		20010577311	6416	7189	12/19/2001	
John B. Freese		1/11/2002	ASSIGN		20020037313	6439	1250	1/22/2002	
John B. Freese		1/11/2002	MOD		20020037314	6439	1252	1/22/2002	
	4705 Shorewood Dr., Mt. Dora, FL 32757	12/11/2001	MTG	\$200,000.00	20020075746	6455	3927	2/12/2002	
Frank D. Scott, Jr.		12/11/2001	MTG	\$200,000.00	20020075746	6455	3927	2/12/2002	
Rebecca M. Scott	4705 Shorewood Dr., Mt. Dora, FL 32757	12/11/2001	MTG	\$200,000.00	20020075746	6455	3927	2/12/2002	
Vaughn, Inc.		2/12/2002	MTG	\$300,000.00	20020076316	6455	5804	2/12/2002	
Vaughn, Inc.		2/12/2002	AOR		20020076317	6455	5833	2/12/2002	
Vaughn, Inc.			UCC		20020076318	6455	5841	2/12/2002	
McCree, Inc.		2/7/2002	MTG	\$11,200,000.00	20020087454	6461	1210	2/20/2002	
McCree, Inc.		2/7/2002	AOR		20020087455	6461	1217	2/20/2002	
McCree, Inc.			UCC		20020087456	6461	1219	2/20/2002	
GIL, Inc.		2/28/2002	MTG	\$38,800.00	20020108897	6470	921	3/4/2002	
GIL, Inc.		2/28/2002	AOR		20020108898	6470	933	3/4/2002	
GIL, Inc.			UCC		20020108899	6470	942	3/4/2002	
Daniel A. Berry		2/20/2002	MTG	\$250,000.00	20020108996	6470	1289	3/4/2002	

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R. Susan Berry		2/20/2002	MTG	\$250,000.00	20020108996	6470	1289	3/4/2002
Daniel A. Berry		2/20/2002	AOR		20020108997	6470	1297	3/4/2002
R. Susan Berry		2/20/2002	AOR		20020108997	6470	1297	3/4/2002
Vaughn, Inc.		3/5/2002	ASSIGN		20020113938	6472	5739	3/6/2002
Vaughn, Inc.		3/5/2002	MOD		20020113939	6472	5744	3/6/2002
Vaughn, Inc.			UCC		20020113940	6472	5751	3/6/2002
Vaughn, Inc.			UCC		20020113941	6472	5755	3/6/2002
Vaughn, Inc.		3/5/2002	AGRMNT		20020113942	6472	5757	3/6/2002
Vaughn, Inc.		3/5/2002	AGRMNT		20020113943	6472	5764	3/6/2002
Vaughn, Inc.		3/5/2002	AGRMNT		20020113944	6472	5770	3/6/2002
Vaughn, Inc.		3/5/2002	AGRMNT		20020113945	6472	5776	3/6/2002
B. Susan Griffith	1362 Plymouth Sorrento Rd., Plymouth, FL 32768	2/22/2002	MTG	\$100,000.00	20020117680	6474	538	3/8/2002
Stephen H. Griffith	1362 Plymouth Sorrento Rd., Plymouth, FL 32768	2/22/2002	MTG	\$100,000.00	20020117680	6474	538	3/8/2002
Anthony Grant			UCC		20020126459	6477	5320	3/13/2002
Anthony Grant	533 & 537A & 537B Lime St., Eatonville, FL 32751	3/5/2002	MTG	\$101,600.00	20020126460	6477	5321	3/13/2002
Anthony Grant	533 & 537A & 537B Lime St., Eatonville, FL 32751	3/5/2002	AOR		20020126461	6477	5327	3/13/2002
Frank M. Eidson, P.A.		3/13/2002	MTG	\$750,000.00	20020127545	6478	1999	3/14/2002
Frank M. Eidson, P.A.		3/13/2002	AOR		20020127546	6478	2017	3/14/2002
Frank M. Eidson, P.A.			UCC		20020127547	6478	2023	3/14/2002
Pas Lancaster II Property LLC		3/14/2002	ASSIGN		20020130477	6479	4150	3/15/2002
Pas Lancaster II Property LLC		3/14/2002	MOD		20020130479	6479	4153	3/15/2002
Carvalho Family Trust Dated August 10, 1993		3/14/2002	MTG	\$97,500.00	20020130598	6479	4652	3/15/2002
Carvalho Family Trust Dated August 10, 1993		3/14/2002	AOR		20020130599	6479	4669	3/15/2002
Carvalho Family Trust Dated August 10, 1993			UCC		20020130600	6479	4676	3/15/2002
TOCS, Inc.		3/15/2002	MTG	\$106,000.00	20020140847	6484	1126	3/22/2002
TOCS, Inc.		3/15/2002	AOR		20020140848	6484	1142	3/22/2002
TOCS, Inc.			UCC		20020140849	6484	1149	3/22/2002
Edward J. Picard		3/20/2002	MTG	\$385,000.00	20020141208	6484	1984	3/22/2002
Mary J. Picard		3/20/2002	MTG	\$385,000.00	20020141208	6484	1984	3/22/2002
Edward J. Picard		3/20/2002	AOR		20020141209	6484	1999	3/22/2002

Prepared by: Matthew Plotz  
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Mary J. Picard			3/20/2002	AOR		20020141209	6484	1999	3/22/2002
Edward J. Picard				UCC		20020141210	6484	2004	3/22/2002
Mary J. Picard				UCC		20020141210	6484	2004	3/22/2002
Kenneth W. Hill	1417 Chichester St., Winter Park, FL 32803		3/22/2002	MTG	\$100,000.00	20020161921	6493	6163	4/3/2002
Margaret R. Hill	1417 Chichester St., Winter Park, FL 32803		3/22/2002	MTG	\$100,000.00	20020161921	6493	6163	4/3/2002
John R. Collins			4/2/2002	MTG	\$75,750.00	20020164046	6494	4049	4/4/2002
Sara S. Collins			4/2/2002	MTG	\$75,750.00	20020164046	6494	4049	4/4/2002
John R. Collins			4/2/2002	AOR		20020164047	6494	4065	4/4/2002
Sara S. Collins			4/2/2002	AOR		20020164047	6494	4065	4/4/2002
John R. Collins				UCC		20020164048	6494	4072	4/4/2002
Sara S. Collins				UCC		20020164048	6494	4072	4/4/2002
GIL, Inc.			6/1/2002	MTG	\$43,000.00	20020166843	6495	4232	4/5/2002
GIL, Inc.			6/1/2002	AOR		20020166844	6495	4244	4/5/2002
GIL, Inc.				UCC		20020166845	6495	4253	4/5/2002
GIL, Inc.			4/1/2002	MTG	\$40,960.00	20020166873	6495	4394	4/5/2002
GIL, Inc.			4/1/2002	AOR		20020166874	6495	4406	4/5/2002
GIL, Inc.				UCC		20020166875	6495	4415	4/5/2002
GIL, Inc.			4/1/2002	MTG	\$40,920.00	20020166876	6495	4419	4/5/2002
GIL, Inc.			4/1/2002	AOR		20020166877	6495	4431	4/5/2002
GIL, Inc.				UCC		20020166878	6495	4440	4/5/2002
GIL, Inc.			4/1/2002	MTG	\$40,920.00	20020166879	6495	4444	4/5/2002
GIL, Inc.			4/1/2002	AOR		20020166880	6495	4456	4/5/2002
GIL, Inc.				UCC		20020166881	6495	4465	4/5/2002
John Hudson Brabb, II			3/29/2002	MTG	\$185,200.00	20020174535	6498	6379	4/10/2002
John Hudson Brabb, III			3/29/2002	MTG	\$185,200.00	20020174535	6498	6379	4/10/2002
Pamela R. Brabb			3/29/2002	MTG	\$185,200.00	20020174535	6498	6379	4/10/2002
Pamela R. Brabb			3/29/2002	MTG	\$185,200.00	20020174535	6498	6379	4/10/2002
John Hudson Brabb, II			3/29/2002	AOR		20020174536	6498	6408	4/10/2002
Pamela R. Brabb			3/29/2002	AOR		20020174536	6498	6408	4/10/2002
Bruce Goin	1130 Belleaire Circle, Orlando, FL 32804		3/26/2002	MOD		20020198366	6509	4549	4/24/2002
Whitney H. Goin	1130 Belleaire Circle, Orlando, FL 32804		3/26/2002	MOD		20020198366	6509	4549	4/24/2002
Lakeshore Growers, Inc.				UCC		20020198482	6509	4811	4/24/2002

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Kathleen R. Ward Family Trust u/a dated July 8, 1994	516 Linson Ct., Orlando, FL 32809	2/11/2002	MTG	\$125,000.00	20020210616	6514	1032	5/1/2002
Kathleen Ward	516 Linson Ct., Orlando, FL 32809	2/11/2002	MTG	\$125,000.00	20020210616	6514	1032	5/1/2002
Management Team, Inc.		4/25/2002	MTG	\$1,995,000.00	20020211757	6514	4103	5/1/2002
Management Team, Inc.		4/25/2002	AOR		20020211758	6514	4114	5/1/2002
Management Team, Inc.			UCC		20020211759	6514	4119	5/1/2002
S.T.E. Electrical Systems, Inc.		4/26/2002	MOD		20020217417	6516	5465	5/3/2002
S.T.E. Electrical Systems, Inc.		4/25/2002	MOD		20020217418	6516	5467	5/3/2002
333 South Orange Avenue Land Trust								
		5/3/2002	MTG	\$760,000.00	20020218819	6517	3280	5/6/2002
Daryl M. Carter		5/3/2002	MTG	\$760,000.00	20020218819	6517	3280	5/6/2002
333 South Orange Avenue Land Trust								
		5/3/2002	AOR		20020218820	6517	3294	5/6/2002
Daryl M. Carter		5/3/2002	AOR		20020218820	6517	3294	5/6/2002
333 South Orange Avenue Land Trust								
			UCC		20020218821	6517	3299	5/6/2002
Daryl M. Carter			UCC		20020218821	6517	3299	5/6/2002
Leigh W. Mycoff		5/7/2002	MTG	\$505,600.00	20020225511	6519	7464	5/8/2002
Robert L. Mycoff		5/7/2002	MTG	\$505,600.00	20020225511	6519	7464	5/8/2002
Leigh W. Mycoff		5/7/2002	AOR		20020225512	6519	7482	5/8/2002
Robert L. Mycoff		5/7/2002	AOR		20020225512	6519	7482	5/8/2002
Lake Mary Investments, Inc.		4/26/2002	MOD		20020231283	6522	5060	5/13/2002
Leigh W. Mycoff			UCC		20020246141	6529	1380	5/22/2002
Robert L. Mycoff			UCC		20020246141	6529	1380	5/22/2002
GIL, Inc.		5/7/2002	MTG	\$43,000.00	20020249852	6530	6631	5/23/2002
GIL, Inc.		5/7/2002	ASSIGN		20020249853	6530	6640	5/23/2002
GIL, Inc.			UCC		20020249854	6530	6643	5/23/2002
Anaar Paroo Hussein	7901 South Park Place, Orlando, FL 32819	5/6/2002	MTG	\$65,000.00	20020250585	6531	1269	5/24/2002
Aziz Hussein	7901 South Park Place, Orlando, FL 32819	5/6/2002	MTG	\$65,000.00	20020250585	6531	1269	5/24/2002
Anar Paroo Hussien	7901 South Park Place, Orlando, FL 32819	5/6/2002	MTG	\$160,033.37	20020250622	6531	1350	5/24/2002
Aziz Hussein	7901 South Park Place, Orlando, FL 32819	5/6/2002	MTG	\$160,033.37	20020250622	6531	1350	5/24/2002
Daniel A. Berry		5/22/2002	MOD		20020254479	6532	5645	5/28/2002
R. Susan Berry		5/22/2002	MOD		20020254479	6532	5645	5/28/2002



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J&L Gardenias, Inc.		5/24/2002	ASSIGN		20020261573	6535	4825	5/31/2002
J&L Gardenias, Inc.		5/24/2002	MOD		20020261574	6535	4825	5/31/2002
J&L Gardenias, Inc.		5/24/2002	AOR		20020261575	6535	4837	5/31/2002
J&L Gardenias, Inc.			UCC		20020261576	6535	4840	5/31/2002
Dan G. Drummond		5/31/2002	MTG	\$795,000.00	20020288506	6545	3872	6/14/2002
Danky Land Trust		5/31/2002	MTG	\$795,000.00	20020288506	6545	3872	6/14/2002
Dan G. Drummond		5/31/2002	AOR		20020288507	6545	3884	6/14/2002
Danky Land Trust		5/31/2002	AOR		20020288507	6545	3884	6/14/2002
Dan G. Drummond			UCC		20020288508	6545	3891	6/14/2002
Danky Land Trust			UCC		20020288508	6545	3891	6/14/2002
GIL, Inc.		6/10/2002	MTG	\$43,000.00	20020293216	6547	1724	6/18/2002
GIL, Inc.		6/10/2002	ASSIGN		20020293217	6547	1733	6/18/2002
GIL, Inc.			UCC		20020293218	6547	1736	6/18/2002
Islington, Inc.		6/28/2002	MTG	\$300,000.00	20020316763	6555	5124	6/28/2002
Islington, Inc.		6/28/2002	AOR		20020316764	6555	5140	6/28/2002
Islington, Inc.			UCC		20020316765	6555	5148	6/28/2002
Sterling Enterprise Group of Winter Park, Inc.		6/28/2002	MTG	\$124,000.00	20020316881	6555	5409	6/28/2002
Sterling Enterprise Group of Winter Park, Inc.		6/28/2002	AOR		20020316882	6555	5425	6/28/2002
Sterling Enterprise Group of Winter Park, Inc.			UCC		20020316883	6555	5432	6/28/2002
Shyrl Bowden	2047 Forest Club Drive, Orlando, FL 32804	5/31/2002	MTG	\$86,500.00	20020321599	6557	3332	7/2/2002
Terry Bowden	2047 Forest Club Drive, Orlando, FL 32804	5/31/2002	MTG	\$86,500.00	20020321599	6557	3332	7/2/2002
Stanley M. Alday	310 E. Anderson St., Orlando, FL 32801 & 821 Briarcliff Dr., Orlando, FL 32806	6/20/2002	MTG	\$45,000.00	20020326765	6559	1319	7/5/2002
Partenium Homes, Inc		6/28/2002	MTG	\$331,500.00	20020332405	6561	6296	7/9/2002
Partenium Homes, Inc		6/28/2002	AOR		20020332406	6561	6306	7/9/2002
Atassi, Inc.		6/21/2002	MOD		20020339936	6566	2276	7/12/2002
Lewis E. Owens	635 W. Orange Blossom Trail, Apopka, FL 32703	7/3/2002	MTG	\$75,000.00	20020339965	6566	2344	7/12/2002
Patrick J. McGuffin	432 Bison Circle, Apopka, FL 32712	7/3/2002	MTG	\$100,000.00	20020343444	6567	5252	7/15/2002
Sheila A. McGuffin	432 Bison Circle, Apopka, FL 32712	7/3/2002	MTG	\$100,000.00	20020343444	6567	5252	7/15/2002

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GIL, Inc.	1300 Woodman Way, Orlando, FL 32818	7/12/2002	MTG	\$39,944.00	20020347929	6570	74	7/18/2002
GIL, Inc.	1300 Woodman Way, Orlando, FL 32818	7/12/2002	ASSIGN		20020347930	6570	82	7/18/2002
GIL, Inc.	1300 Woodman Way, Orlando, FL 32818		UCC		20020347931	6570	85	7/18/2002
GIL, Inc.	1288 Woodman Way, Orlando, FL 32818	7/12/2002	MTG	\$40,702.00	20020347978	6570	168	7/18/2002
GIL, Inc.			UCC		20020347980	6570	179	7/18/2002
Hobby Homes, Inc.		7/16/2002	MOD		20020349495	6570	4568	7/18/2002
Hobby Homes, Inc.		7/16/2005	AOR		20020349496	6570	4574	7/18/2002
Hobby Homes, Inc.			UCC		20020349497	6570	4580	7/18/2002
Hobby Homes, Inc.		7/16/2002	NOC		20020349498	6570	4583	7/18/2002
Kenneth W. Hill	1417 Chichester St., Winter Park, FL 32803	7/12/2002	MOD		20020354976	6572	6837	07-22-200
Margaret R. Hill	1417 Chichester St., Winter Park, FL 32803	7/12/2002	MOD		20020354976	6572	6837	07-22-200
GIL, Inc.	1214 Woodman Way, Orlando, FL	7/12/2002	MTG	\$38,800.00	20020364666	6576	4781	7/26/2002
GIL, Inc.			UCC		20020364668	6576	4792	7/26/2002
Islington, Inc.		8/6/2002	MOD		20020387738	6587	9607	8/8/2002
Atassi, Inc.		7/21/2002	MOD		20020410548	6598	4433	8/22/2002
Shirley A. Crakes	1068 Cottonwood Court, Apopka, FL 32712	8/15/2002	MTG	\$60,000.00	20020418469	6602	2022	8/28/2002
Alfred J. Schell	147 Interlachen Ave., #102, Winter Park, FL 32789	8/16/2002	MTG	\$1,100,000.00	20020419825	6602	6178	8/28/2002
Nora F. Schell	147 Interlachen Ave., #102, Winter Park, FL 32789	8/16/2002	MTG	\$1,100,000.00	20020419825	6602	6178	8/28/2002
Ann Marie Nieves		8/30/2002	MTG	\$144,800.00	20020426344	6605	3488	9/3/2002
Omar Nieves		8/30/2002	MTG	\$144,800.00	20020426344	6605	3488	9/3/2002
Ann Marie Nieves		8/30/2002	AOR		20020426345	6605	3517	9/3/2002
Omar Nieves		8/30/2002	AOR		20020426345	6605	3517	9/3/2002
Ann Marie Nieves			UCC		20020426346	6605	3525	9/3/2002
Omar Nieves			UCC		20020426346	6605	3525	9/3/2002
Karen L. Sellers	5232 Jade Circle, Orlando, FL 32812	7/22/2002	MTG	\$25,000.00	20020428564	6606	4250	9/4/2002
William G. Sellers	5232 Jade Circle, Orlando, FL 32812	7/22/2002	MTG	\$25,000.00	20020428564	6606	4250	9/4/2002
John Hudson Brabb, II		9/11/2002	MOD		20020448439	6614	6059	9/13/2002
Pamela R. Brabb		9/11/2002	MOD		20020448439	6614	6059	9/13/2002

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John Hudson Brabb, II		9/11/2002	AOR		20020448440	6614	6063	9/13/2002
Pamela R. Brabb		9/11/2002	AOR		20020448440	6614	6063	9/13/2002
GIL, Inc.		9/24/2002	MOD		20020468388	6625	1099	9/25/2002
Charles S. Hall	100 Interlachen Ave., Apt 513D, Winter Park, FL 32789	9/18/2002	MTG	\$40,000.00	20020474177	6627	3291	9/27/2002
Baywood Nurseries Company, Inc.		10/2/2002	MTG	\$400,000.00	20020497679	6638	4405	10/10/2002
Baywood Nurseries Company, Inc.		10/2/2002	AOR		20020497680	6638	4413	10/10/2002
Baywood Nurseries Company, Inc.			UCC		20020497681	6638	4416	10/10/2002
William M. Siemons, IV	1002 Edgewater Court, Orlando, FL 32804	10/2/2002	MOD		20020513973	6646	1639	10/21/2002
Shirley A. Crakes		8/15/2002	AFFIDAVIT		20020516661	6647	3120	10/22/2002
Reginald D. Hicks		10/9/2002	MTG	\$225,000.00	20020520352	6649	2124	10/24/2002
Reginald D. Hicks			UCC		20020520353	6649	2134	10/24/2002
Lake Mary Investments, Inc.		11/7/2002	MOD		20020560255	6669	7346	11/13/2002
Jamac Properties, Inc.		11/15/2002	MTG	\$250,000.00	20020568847	6676	3277	11/21/2002
Jamac Properties, Inc.		11/15/2002	AOR		20020568848	6676	3306	11/21/2002
Jamac Properties, Inc.			UCC		20020568849	6676	3314	11/21/2002
Lake Mary Investments, Inc.		10/25/2002	MOD		20020570951	6678	2085	11/22/2002
Gregory W. Hopcraft		12/6/2002	MTG	\$250,000.00	20020597168	6696	8	12/9/2002
Gregory W. Hopcraft		12/6/2002	AOR		20020597169	6696	37	12/9/2002
Gregory W. Hopcraft			UCC		20020597170	6696	45	12/9/2002
Shyrl Bowden	2047 Forest Club Drive, Orlando, FL 32804	11/5/2002	MOD		20020630060	6717	4081	12/26/2002
Terry Bowden	2047 Forest Club Drive, Orlando, FL 32804	11/5/2002	MOD		20020630060	6717	4081	12/26/2002
Judith M. McDill		12/12/2002	MTG	\$135,000.00	20030010601	6734	2968	1/7/2003
William M. McDill		12/12/2002	MTG	\$135,000.00	20030010601	6734	2968	1/7/2003
Judith M. McDill		12/12/2002	AOR		20030010602	6734	2988	1/7/2003
William M. McDill		12/12/2002	AOR		20030010602	6734	2988	1/7/2003
Judith M. McDill			UCC		20030010603	6734	2992	1/7/2003
William M. McDill			UCC		20030010603	6734	2992	1/7/2003
Mark Szesny	517 W. Kelly Park Road, Apopka, FL 32712	12/26/2002	MTG	\$90,000.00	20030013007	6736	409	1/8/2003

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Susan Szesny	517 W. Kelly Park Road, Apopka, FL 32712	12/26/2002	MTG	\$90,000.00	20030013007	6736	409	1/8/2003
Lake Mary Investments, Inc.		12/19/2002	MOD		20030021385	6742	2129	1/13/2003
Barry A. Reiter		6/25/2002	MOD		20030033624	6750	3996	1/17/2003
Gretchen R. H. Vose		6/25/2002	MOD		20030033624	6750	3996	1/17/2003
H.B. Walker, Inc.		2/17/2003	MOD		20030100696	6795	2813	2/20/2003
Inez B. Walker Family Limited Partnership		2/17/2003	MOD		20030100696	6795	2813	2/20/2003
Dorothy Gabriel	1243 Alberta Way, Winter Park, FL 32789	1/21/2003	MTG	\$350,000.00	20030106619	6798	4542	2/24/2003
John M. Gabriel	1243 Alberta Way, Winter Park, FL 32789	1/21/2003	MTG	\$350,000.00	20030106619	6798	4542	2/24/2003
Patricia N. Ward	2606 Timberlake Dr., Orlando, FL 32806	2/11/2003	MTG	\$25,000.00	20030107717	6799	3421	2/24/2003
Donna J. Smith	4203 Lake Lockhart, Orlando, FL 32810	2/21/2003	MTG	\$12,000.00	20030129163	6813	2939	3/5/2003
Richard J. Smith, Jr	4203 Lake Lockhart, Orlando, FL 32810	2/21/2003	MTG	\$12,000.00	20030129163	6813	2939	3/5/2003
Christopher Wren Construction, Inc.		3/3/2003	MTG	\$368,000.00	20030130875	6814	4616	3/6/2003
Bonnie Sumner	424 E. Sandpiper St., Apopka. FL 32712	2/21/2003	MTG	\$140,000.00	20030132856	6816	2062	3/7/2003
Kenneth Sumner	424 E. Sandpiper St., Apopka. FL 32712	2/21/2003	MTG	\$140,000.00	20030132856	6816	2062	3/7/2003
Joseph Edward McGahey, Jr.	3318 Washington St., Zellwood, FL	2/28/2003	MTG	\$150,000.00	20030134009	6817	664	3/7/2003
Joseph Edward McGahey, Jr.		2/28/2003	AOR		20030134010	6817	693	3/7/2003
Joseph Edward McGahey, Jr.			UCC		20030134011	6817	701	3/7/2003
Denise L. Riles	1937 Section Dr., Apopka, FL 32703	2/19/2003	MTG	\$30,000.00	20030135728	6818	1748	3/10/2003
My Old Kentucky Warehouse, Inc.		3/12/2003	MTG	\$400,000.00	20030163555	6837	4562	3/24/2003
My Old Kentucky Warehouse, Inc.		3/12/2003	AOR		20030163556	6837	4566	3/24/2003
My Old Kentucky Warehouse, Inc.			UCC		20030163557	6837	4576	3/24/2003
Holly C. David		3/31/2003	MTG	\$590,000.00	20030202891	6865	3675	4/11/2003
Holly C. David, Trustee		3/31/2003	MTG	\$590,000.00	20030202891	6865	3675	4/11/2003
The Timothy H. David Trust		3/31/2003	MTG	\$590,000.00	20030202891	6865	3675	4/11/2003

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Timothy D. David		3/31/2003	MTG	\$590,000.00	20030202891	6865	3675	4/11/2003
Timothy D. David, Trustee		3/31/2003	MTG	\$590,000.00	20030202891	6865	3675	4/11/2003
The Timothy H. David Trust			UCC		20030202892	6865	3690	4/11/2003
Holly C. David, Trustee		3/31/2003	NOC		20030202893	6865	3693	4/11/2003
Timothy D. David, Trustee		3/31/2003	NOC		20030202893	6865	3693	4/11/2003
Joseph Edward McGahey, Jr.		4/11/2003	MOD		20030212732	6872	3510	4/16/2003
Joseph Edward McGahey, Jr.		4/11/2003	AOR		20030212733	6872	3515	4/16/2003
Joseph Edward McGahey, Jr.			UCC		20030212734	6872	3522	4/16/2003
Medi-Vax Services Corp. of Orlando		4/30/2003	MTG	\$176,000.00	20030246446	6895	2550	5/2/2003
Medi-Vax Services Corp. of		4/30/2003	AOR		20030246447	6895	2564	5/2/2003
Medivax Services Corp. of Orlando			UCC		20030246448	6895	2571	5/2/2003
Total Refrigeration Gaskets, Inc.	32703	4/29/2003	MTG	\$300,000.00	20030251544	6989	4396	5/6/2003
Beta Lambda House Corporation of Delta Delta Delta, Inc.		5/2/2003	MTG	\$739,200.00	20030253194	6899	4260	5/7/2003
Beta Lambda House Corporation of Delta Delta Delta, Inc.			UCC		20030253195	6899	4282	5/7/2003
Teresa A. Crockett	2612 Coolidge Ave., Orlando, FL 32804	5/7/2003	MTG	\$139,000.00	20030263265	6907	3013	5/12/2003
Teresa A. Crockett	2612 Coolidge Ave., Orlando, FL 32804	5/7/2003	AOR		20030263266	6907	3021	5/12/2003
Teresa A. Crockett	2612 Coolidge Ave., Orlando, FL 32804		UCC		20030263267	6907	3028	5/12/2003
Charles H. Wyre		6/28/2001	MOD		20030267538	6911	37	5/14/2003
Harriet H. LaFace		6/28/2001	MOD		20030267538	6911	37	5/14/2003
Edith Dixon	1917 Monterey Ave., Orlando, FL 32804	5/7/2003	MTG	\$550,000.00	20030269824	6912	3625	5/15/2003
James T. Dixon	1917 Monterey Ave., Orlando, FL 32804	5/7/2003	MTG	\$550,000.00	20030269824	6912	3625	5/15/2003
Gregory W. Hopcraft		5/2/2003	MOD		20030270745	6913	2037	5/15/2003
Gregory W. Hopcraft		5/2/2003	NOC		20030270749	6913	2047	5/15/2003
H.B. Walker, Inc.		5/16/2003	MOD		20030276576	6917	841	5/19/2003
John Hudson Brabb, II		5/19/2003	MOD		20030284817	6923	916	5/22/2003
Pamela R. Brabb		5/19/2003	MOD		20030284817	6923	916	5/22/2003
John Hudson Brabb, II		5/19/2003	AOR		20030284818	6923	921	5/22/2003
Pamela R. Brabb		5/19/2003	AOR		20030284818	6923	921	5/22/2003
Bernard J. Martin		4/17/2003	MOD		20030309672	6940	1685	6/5/2003

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Lillie Mae Hagins	3479 Harry St., Plymouth, FL 32768	5/27/2003	MTG	\$35,000.00	20030318019	6946	997	6/9/2003
Rueben Hagins	3479 Harry St., Plymouth, FL 32768	5/27/2003	MTG	\$35,000.00	20030318019	6946	997	6/9/2003
John Hudson Brabb, II		6/17/2003	MOD		20030341882	6963	1081	6/19/2003
Pamela R. Brabb		6/17/2003	MOD		20030341882	6963	1081	6/19/2003
John Hudson Brabb, II		6/17/2003	AOR		20030341883	6963	1086	6/19/2003
Pamela R. Brabb		6/17/2003	AOR		20030341883	6963	1086	6/19/2003
Alma S. Drummond		4/29/2003	ASSIGN		20030346929	6966	1619	6/23/2003
Glenn I. Drummond		4/29/2003	ASSIGN		20030346929	6966	1619	6/23/2003
Alma S. Drummond		6/20/2003	MOD		20030346930	6966	1624	6/23/2006
Glenn I. Drummond		6/20/2003	MOD		20030346930	6966	1624	6/23/2006
Glenn I. Drummond			UCC		20030346931	6966	1631	6/23/2003
Alma S. Drummond		4/29/2003	ASSIGN		20030346986	6966	1724	6/23/2003
Glenn I. Drummond		4/29/2003	ASSIGN		20030346986	6966	1724	6/23/2003
Alma S. Drummond		6/20/2003	MOD		20030346987	6966	1729	6/23/2003
Glenn I. Drummond		6/20/2003	MOD		20030346987	6966	1729	6/23/2003
Alma S. Drummond			UCC		20030346988	6966	1736	6/23/2003
Glenn I. Drummond			UCC		20030346988	6966	1736	6/23/2003
Twenty Three Degrees South, Inc.		6/18/2003	MTG	\$135,450.00	20030350332	6968	4002	6/24/2003
Twenty Three Degrees South, Inc.		6/18/2003	AOR		20030350333	6968	4016	6/24/2003
Twenty Three Degrees South, Inc.			UCC		20030350334	6968	4023	6/24/2003
Gargi's Ristorante Italiano, Inc.		7/3/2003	MTG	\$294,332.00	20030372651	6986	2311	7/7/2003
Gargi's Ristorante Italiano, Inc.			UCC		20030372652	6986	2335	7/7/2003
Gargi's Ristorante Italiano, Inc.		7/3/2003	NOC		20030372653	6986	2339	7/7/2003
Massimo Napolitano		7/3/2002	MOD		20030385231	6995	1387	7/14/2003
Partenium Homes, Inc		7/3/2002	MOD		20030385231	6995	1387	7/14/2003
Daniel A. Berry		6/16/2003	MOD		20030394080	7001	1301	7/16/2003
R. Susan Berry		6/16/2003	MOD		20030394080	7001	1301	7/16/2003
GIL, Inc.	1296 Woodman Way, Orlando, FL 32818	6/16/2003	MTG	\$40,000.00	20030397414	7003	1008	7/17/2003
Beauclaire Estates II, LLC		7/14/2003	MTG	\$210,000.00	20030426286	7025	36	7/30/2003
Beauclaire Estates II, LLC		7/14/2003	AOR		20030426292	7025	66	7/30/2003
Beauclaire Estates II, LLC			UCC		20030426293	7025	71	7/30/2003

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Lewis E. Owens	635 W. Orange Blossom Trail, Apopka, FL 32703	7/3/2003	MOD		20030426603	7025	1081	7/30/2003
Maars, Inc.		7/14/2003	MTG	\$454,000.00	20030433785	7030	4139	8/1/2003
Maars, Inc.		7/14/2003	AOR		20030433786	7030	4148	8/1/2003
Maars, Inc.			UCC		20030433787	7030	4153	8/1/2003
John B. Freese		7/1/2003	MOD		20030438275	7034	436	8/5/2003
Andrea R. Nguyen		7/30/2003	MTG	\$225,200.00	20030440998	7035	4312	8/6/2003
David A. Jones		7/30/2003	MTG	\$225,200.00	20030440998	7035	4312	8/6/2003
Van Tam Nguyen		7/30/2003	MTG	\$225,200.00	20030440998	7035	4312	8/6/2003
Andrea R. Nguyen		7/30/2003	AOR		20030440999	7035	4327	8/6/2003
David A. Jones		7/30/2003	AOR		20030440999	7035	4327	8/6/2003
Van Tam Nguyen		7/30/2003	AOR		20030440999	7035	4327	8/6/2003
Lake Mary Investments, Inc.		7/22/2003	MOD		20030450221	7042	2025	8/11/2003
Jennifer M. Allen			UCC		20030483951	7067	3291	8/26/2003
Scott D. Allen			UCC		20030483951	7067	3291	8/26/2003
Jennifer M. Allen		8/19/2003	MTG	\$224,000.00	20030483952	7067	3295	8/26/2003
Scott D. Allen		8/19/2003	MTG	\$224,000.00	20030483952	7067	3295	8/26/2003
Jennifer M. Allen		8/19/2003	AOR		20030483953	7067	3309	8/26/2003
Scott D. Allen		8/19/2003	AOR		20030483953	7067	3309	8/26/2003
Danna G. Duke		8/20/2003	MOD		20030485175	7068	3335	8/26/2003
Danna G. Duke Revocable Trust Dated Oct. 6, 1999		8/20/2003	MOD		20030485175	7068	3335	8/26/2003
James N. Duke		8/20/2003	MOD		20030485175	7068	3335	8/26/2003
James N. Duke Revocable Trust Dated Oct. 6, 1999		8/20/2003	MOD		20030485175	7068	3335	8/26/2003
Field Capital, LLC	130 Pasadena Place, Orlando, FL 32803	8/26/2003	MTG	\$200,000.00	20030485893	7069	867	8/26/2003
Field Capital, LLC	130 Pasadena Place, Orlando, FL 32803	8/26/2003	AOR		20030485894	7069	873	8/26/2003
Douglas Merlin		8/27/2003	MTG	\$152,800.00	20030494891	7076	2863	9/2/2003
Mary Merlin		8/27/2003	MTG	\$152,800.00	20030494891	7076	2863	9/2/2003
Douglas Merlin			UCC		20030494892	7076	2882	9/2/2003
Mary Merlin			UCC		20030494892	7076	2882	9/2/2003
Gregory W. Hopcraft		8/26/2003	MOD		20030495973	7077	2522	9/2/2003
Deborah A. Cook	1140 Audubon Place, Orlando, FL 32804	8/14/2003	MTG	\$100,000.00	20030498507	7079	2756	9/3/2003

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Thomas E. Cook	1140 Audubon Place, Orlando, FL 32804	8/14/2003	MTG	\$100,000.00	20030498507	7079	2756	9/3/2003
Nicole Daniela Valdes	1333 Windsong Road, Orlando, FL 32806	8/15/2003	MTG	\$165,000.00	20030520294	7093	4814	9/11/2003
William Haldon Valdes	1333 Windsong Road, Orlando, FL 32806	8/15/2003	MTG	\$165,000.00	20030520294	7093	4814	9/11/2003
Lillie Mae Hagins	3479 Harry St., Plymouth, FL 32768	5/27/2003	MTG	\$35,000.00	20030522448	7095	1981	9/12/2003
Rueben Hagins	3479 Harry St., Plymouth, FL 32768	5/27/2003	MTG	\$35,000.00	20030522448	7095	1981	9/12/2003
Katherin Taulbee	2136 Chinook Trail, Maitland, FL 32751	8/29/2003	MTG	\$30,000.00	20030522748	7095	2702	9/12/2003
William P. Taulbee, II	2136 Chinook Trail, Maitland, FL 32751	8/29/2003	MTG	\$30,000.00	20030522748	7095	2702	9/12/2003
Alfredo Alai		9/3/2003	MTG	\$116,000.00	20030539606	7109	2773	9/19/2003
Eiva Roxana Quesada-Alai		9/3/2003	MTG	\$116,000.00	20030539606	7109	2773	9/19/2003
Alfredo Alai		9/3/2003	AOR		20030539607	7109	2787	9/19/2003
Eiva Roxana Quesada-Alai		9/3/2003	AOR		20030539607	7109	2787	9/19/2003
Alfredo Alai			UCC		20030539608	7109	2794	9/19/2003
Eiva Roxana Quesada-Alai			UCC		20030539608	7109	2794	9/19/2003
Atassi, Inc.		7/21/2003	MOD		20030542047	7111	133	9/22/2003
Michael Nabavi Construction, Inc.		9/19/2003	MTG	\$300,000.00	20030544912	7112	4911	9/22/2003
Michael Nabavi Construction, Inc.		9/19/2003	AOR		20030544913	7112	4920	9/22/2003
Michael Nabavi Construction, Inc.			UCC		20030544914	7112	4924	9/22/2003
Michael Nabavi Construction, Inc.		9/19/2003	NOC		20030544915	7112	4927	9/22/2003
Nabavi Plaza, LLC		9/19/2003	MTG	\$688,000.00	20030546945	7114	2205	9/23/2003
Nabavi Plaza, LLC		9/19/2003	AOR		20030546946	7114	2215	9/23/2003
Nabavi Plaza, LLC			UCC		20030546947	7114	2220	9/23/2003
Denning Partners, LTD	830 W. Canton Ave., Winter Park, FL 32790	8/15/2003	MTG	\$87,098.59	20030559738	7123	1714	9/26/2003
Clarence E. Wallick		10/1/2003	MTG	\$300,000.00	20030571669	7131	2780	10/1/2003
Clarence E. Wallick		10/1/2003	AOR		20030571670	7131	2787	10/1/2003
Clarence E. Wallick			UCC		20030571671	7131	2790	10/1/2003
Good Homes Road, Inc.		9/30/2003	MTG	\$990,000.00	20030574133	7133	648	10/2/2003
Good Homes Road, Inc.			UCC		20030574134	7133	675	10/2/2003
Good Homes Road, Inc.		9/29/2003	NOC		20030574135	7133	681	10/2/2003
Ann Marie Nieves		9/30/2003	MOD		20030580028	7137	3253	10/7/2003

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Omar Nieves		9/30/2003	MOD		20030580028	7137	3253	10/7/2003
Kenterwire Corporation			MOD		20030592423	7147	613	10/13/2003
Kenterwire Corporation			UCC		20030592424	7147	617	10/13/2003
AnneMarie Gibson	5227 Mill Stream Rd. Ocoee, FL 34761	9/9/2003	MTG	\$37,000.00	20030608002	7157	725	10/20/2003
Keith D. Gibson	5227 Mill Stream Rd. Ocoee, FL 34761	9/9/2003	MTG	\$37,000.00	20030608002	7157	725	10/20/2003
Financial Systems Management, inc.		10/15/2003	MTG	\$180,000.00	20030610320	7159	123	10/20/2003
Financial Systems Management, Inc.		10/15/2003	AOR		20030610321	7159	145	10/20/2003
Lake Mary Investments, Inc.	8115 Icet Dr., Orlando, FL 32822	10/17/2003	MTG	\$109,000.00	20030615431	7162	464	10/22/2003
Melinda D. St. Germain	308 Old Dixie Highway, Apopka, FL 32712	10/22/2003	AOR		20030628224	7171	1984	10/29/2003
Patrick J. St. Germain	308 Old Dixie Highway, Apopka, FL 32712	10/22/2003	AOR		20030628224	7171	1984	10/29/2003
Heath Walters	2406 Gatlin Ave., Orlando, FL 32806	10/21/2003	MTG	\$50,000.00	20030631878	7173	2970	10/30/2003
Southern Warehousing and Distribution, LTD		10/30/2003	MTG	\$870,000.00	20030634098	7175	328	10/30/2003
Southern Warehousing and Distribution, LTD		10/30/2003	AOR		20030634099	7175	337	10/30/2003
Southern Warehousing and Distribution, LTD			UCC		20030634100	7175	340	10/30/2003
Southern Warehousing and Distribution, LTD		10/30/2003	NOC		20030634101	7175	344	10/30/2003
Wadsetter Corp.		10/31/2003	MTG	\$1,440,000.00	20030635990	7176	974	10/31/2003
Melinda D. St. Germain	308 Old Dixie Highway, Apopka, FL 32712	10/22/2003	MTG	\$121,000.00	20030636525	7176	2729	10/31/2003
Patrick J. St. Germain	308 Old Dixie Highway, Apopka, FL 32712	10/22/2003	MTG	\$121,000.00	20030636525	7176	2729	10/31/2003
Carvalho Family Trust Dated August 10, 1993			UCC		20030641479	7179	3961	11/4/2003
Ana Celia Carvalho		10/31/2003	AOR		20030641480	7179	3965	11/4/2003
Carvalho Family Trust Dated August 10, 1993		10/31/2003	AOR		20030641480	7179	3965	11/4/2003
Enio Carvalho		10/31/2003	AOR		20030641480	7179	3965	11/4/2003

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Ana Celia Carvalho		10/31/2003	MTG	\$191,700.00	20030641481	7179	3972	11/4/2003
Carvalho Family Trust Dated August 10, 1993		10/31/2003	MTG	\$191,700.00	20030641481	7179	3972	11/4/2003
Enio Carvalho		10/31/2003	MTG	\$191,700.00	20030641481	7179	3972	11/4/2003
Kenneth W. Hill	1417 Chichester St., Winter Park, FL 32803	10/8/2003	MOD		20030642118	7180	1249	11/4/2003
Margaret R. Hill	1417 Chichester St., Winter Park, FL 32803	10/8/2003	MOD		20030642118	7180	1249	11/4/2003
Lake Mary Investments, Inc.		10/31/2003	MOD		20030643644	7181	819	11/5/2003
Cannon-Hall Development, Inc.		11/5/2003	MTG	\$497,325.00	20030646974	7183	2208	11/6/2003
Cannon-Hall Development, Inc.		11/5/2003	MTG	\$497,325.00	20030646975	7183	2234	11/6/2003
Cannon-Hall Development, Inc.			UCC		20030646976	7183	2241	11/6/2003
333 South Orange Avenue Land Trust		11/5/2003	MOD		20030652633	7187	2553	11/10/2003
Daryl M. Carter		11/5/2003	MOD		20030652633	7187	2553	11/10/2003
Wadsetter Corp.			UCC		20030660245	7192	3328	11/12/2003
Demetrios P. Vergos	1204 Lake Francis Dr., Apopka, FL 32712	10/31/2003	MTG	\$25,000.00	20030663233	7194	3442	11/13/2003
Carolina Florida Properties AF#2, Inc.		11/11/2003	MTG	\$2,000,000.00	20030665484	7196	1417	11/14/2003
Carolina Florida Properties AF#2, Inc.		11/11/2003	AOR		20030665485	7196	1436	11/14/2003
Carolina Florida Properties AF#2, Inc.			UCC		20030665486	7196	1443	11/14/2003
Field Capital, LLC	408 E. Ridgewood St., Orlando, FL 32803	11/12/2003	MTG	\$200,000.00	20030678893	7205	626	11/21/2003
Dara Treadwell	100 N. Park Ave., Apopka, FL 32703, 1410 Suzanne Way, Longwood, FL 32779	11/13/2003	MTG	\$260,000.00	20030685015	7209	1795	11/25/2003
James E. Treadwell	100 N. Park Ave., Apopka, FL 32703, 1410 Suzanne Way, Longwood, FL 32779	11/13/2003	MTG	\$260,000.00	20030685015	7209	1795	11/25/2003
Hobby Homes, Inc.		12/3/2003	MOD		20030696811	7217	3065	12/4/2003
Shirer Development LLC		12/3/2003	MOD		20030696811	7217	3065	12/4/2003
Shirer Development LLC		12/3/2003	AOR		20030696812	7217	3072	12/4/2003
Shirer Development LLC			UCC		20030696813	7217	3077	12/4/2003
Nabavi Plaza, LLC		12/9/2003	NOC		20030706923	7224	2969	12/9/2003

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Theodore J. Whittington	710 East 6th St., Apopka, FL 32703	11/28/2003	MTG	\$35,000.00	20030707613	7224	4807	12/10/2003
Jean B. Kingsford	201 Shell Point West, Maitland, FL 32751	11/26/2003	MTG	\$40,000.00	20030718613	7232	39	12/15/2003
Robert A. Kingsford	201 Shell Point West, Maitland, FL 32751	11/26/2003	MTG	\$40,000.00	20030718613	7232	39	12/15/2003
Field Capital, LLC	408 E. Ridgewood St., Orlando, FL 32803	11/12/2003	AOR		20030719100	7232	1247	12/16/2003
Gregory W. Hopcraft		12/4/2003	MOD		20030719883	7232	3841	12/16/2003
Bruce Goin	1130 Belleaire Circle, Orlando, FL 32804	11/20/2003	MOD		20030720417	7233	812	12/16/2003
Whitney H. Goin	1130 Belleaire Circle, Orlando, FL 32804	11/20/2003	MOD		20030720417	7233	812	12/16/2003
Ana Celia Carvalho		10/31/2003	MTG	\$191,700.00	20030724863	7235	2582	12/17/2003
Carvalho Family Trust Dated August 10, 1993		10/31/2003	MTG	\$191,700.00	20030724863	7235	2582	12/17/2003
Enio Carvalho		10/31/2003	AOR		20030724864	7235	2597	12/17/2003
Ana Celia Carvalho		10/31/2003	AOR		20030724864	7235	2597	12/17/2003
Carvalho Family Trust Dated August 10, 1993		10/31/2003	AOR		20030724864	7235	2597	12/17/2003
Enio Carvalho		10/31/2003	AOR		20030724864	7235	2597	12/17/2003
Carvalho Family Trust Dated August 10, 1993			UCC		20030724865	7235	2604	12/17/2003
Pyramids International Trading Co.		12/12/2003	MTG	\$625,000.00	20030727420	7236	4617	12/18/2003
Pyramids International Trading Co.		12/12/2003	AOR		20030727421	7236	4627	12/18/2003
Pyramids International Trading Co.			UCC		20030727422	7236	4632	12/18/2003
Alden Limited, Inc.		11/25/2003	MTG	\$1,468,000.00	20030742870	7247	81	12/31/2003
Alden Limited, Inc.		11/25/2003	AOR		20030742871	7247	89	12/31/2003
Alden Limited, Inc.			UCC		20030742872	7247	98	12/31/2003
GIL, Inc.	3487 Seminole St., Gotha, FL 34734	12/22/2003	MTG	\$80,000.00	20040012676	7256	3422	1/8/2004
GIL, Inc.	3487 Seminole St., Gotha, FL 34734	12/22/2003	AOR		20040012677	7256	3429	1/8/2004

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Henry Howard Riles	1931 Section Drive, Apopka, FL 32703	12/15/2003	MTG	\$30,000.00	20040014112	7258	1101	1/8/2004
Rogers Family Partnership, LP		12/31/2003	MTG	\$700,000.00	20040015936	7260	299	1/9/2004
Rogers Family Partnership, LP		12/31/2003	AOR		20040015937	7260	319	1/9/2004
DNA Developers, LLC			UCC		20040015938	7260	325	1/9/2004
DNA Developers, LLC		1/9/2004	MTG	\$2,354,000.00	20040017427	7261	462	1/12/2004
DNA Developers, LLC		1/9/2004	AOR		20040017428	7261	477	1/12/2004
DNA Developers, LLC			UCC		20040017429	7261	484	1/12/2004
DNA Developers, LLC		1/9/2004	NOC		20040017430	7261	488	1/12/2004
Evan R. Landis	2015 Ivanhoe Road, Orlando, FL 32804	12/26/2003	MTG	\$50,000.00	20040024559	7265	3740	1/14/2004
Orlando North Airpark, Inc.		1/20/2004	MTG	\$825,000.00	20040033688	7271	3861	1/20/2004
Orlando North Airpark, Inc.		1/20/2004	AOR		20040033689	7271	3872	1/20/2004
Orlando North Airpark, Inc.			UCC		20040033690	7271	3877	1/20/2004
Orlando North Airpark, Inc.		1/20/2004	NOC		20040033695	7271	3891	1/20/2004
Frederick Fowler	345 Ponce de Leon Place, Orlando, FL 32801	1/12/2004	MTG	\$150,000.00	20040043703	7278	1862	1/26/2004
Frederick Fowler	345 Ponce de Leon Place, Orlando, FL 32801	1/12/2004	AOR		20040043704	7278	1869	1/26/2004
Melinda D. St. Germain	308 Old Dixie Highway, Apopka, FL 32712	10/22/2003	AOR		20040054482	7284	1474	1/29/2004
Patrick J. St. Germain	308 Old Dixie Highway, Apopka, FL 32712	10/22/2003	AOR		20040054482	7284	1474	1/29/2004
Apollo Transportation of Orlando, Inc.			MTG	\$212,000.00	20040062260	7288	348	1/30/2004
Apollo Transportation of Orlando, Inc.		1/7/2004	AOR		20040062261	7288	362	1/30/2004
Apollo Transportation of Orlando, Inc.			UCC		20040062262	7288	369	1/30/2004
Abderrahim Bekkach	Lot 2, Lee Vista Center, Orlando, FL 2124 Edgewater Dr., Orlando, FL 32804	12/17/2003	MOD		20040065941	7289	4679	2/2/2004
D. Paul Davis	2124 Edgewater Dr., Orlando, FL 32804	1/20/2004	MTG	\$75,000.00	20040068400	7291	567	2/3/2004
Hugh J. Jones Trust No. 1	2124 Edgewater Dr., Orlando, FL 32804	1/20/2004	MTG	\$75,000.00	20040068400	7291	567	2/3/2004
D. Paul Davis	2124 Edgewater Dr., Orlando, FL 32804	1/20/2004	AOR		20040068401	7291	573	2/3/2004

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Hugh J. Jones Trust No. 1	2124 Edgewater Dr., Orlando, FL 32804	1/20/2004	AOR		20040068401	7291	573	2/3/2004
Anderson's Can Line Fabrication Equipment, Inc.	2208 Stillwater Ave., Apopka, FL 32703	1/27/2004	MTG	\$100,000.00	20040070725	7292	2148	2/4/2004
Beta Lambda House Corporation of Delta Delta Delta, Inc.		2/3/2004	ASSIGN		20040071902	7293	779	2/4/2004
Beta Lambda House Corporation of Delta Delta Delta, Inc.			UCC		20040071903	7293	782	2/4/2004
Beta Lambda House Corporation of Delta Delta Delta, Inc.		1/30/2004	MOD		20040071904	7293	783	2/4/2004
Beta Lambda House Corporation of Delta Delta Delta, Inc.		1/30/2004	AOR		20040071905	7293	788	2/4/2004
Beta Lambda House Corporation of Delta Delta Delta, Inc.		1/30/2004	NOC		20040071907	7293	816	2/4/2004
William D. Zielke		1/30/2004	MTG	\$50,000.00	20040071933	7293	903	2/4/2004
William D. Zielke		1/30/2004	AOR		20040071934	7293	929	2/4/2004
William D. Zielke			UCC		20040071935	7293	936	2/4/2004
Gary A. Vallancourt	2771 South Apopka Blvd., Apopka, FL 32703	12/22/2003	MTG	\$100,000.00	20040076359	7295	3302	2/5/2004
Kang H. Ho	1163 Glenmore Dr., Apopka, FL 32712	1/26/2004	MTG	\$50,000.00	20040080004	7297	3334	2/9/2004
Yuet M. Ho	1163 Glenmore Dr., Apopka, FL 32712	1/26/2004	MTG	\$50,000.00	20040080004	7297	3334	2/9/2004
James R. Loomis, Jr.		2/5/2004	MTG	\$100,000.00	20040082172	7298	4239	2/9/2004
Steven P. Loomis		2/5/2004	MTG	\$100,000.00	20040082172	7298	4239	2/9/2004
James R. Loomis, Jr.		2/5/2004	AOR		20040082173	7298	4259	2/9/2004
Steven P. Loomis		2/5/2004	AOR		20040082173	7298	4259	2/9/2004
James R. Loomis, Jr.			UCC		20040082174	7298	4263	2/9/2004
Steven P. Loomis			UCC		20040082174	7298	4263	2/9/2004
Grant Street, LLC		2/11/2004	MTG	\$472,000.00	20040092325	7305	1027	2/12/2004
Sean P. O'Brian		2/11/2004	MTG	\$472,000.00	20040092325	7305	1027	2/12/2004
Traci H. O'Brian		2/11/2004	MTG	\$472,000.00	20040092325	7305	1027	2/12/2004
Grant Street, LLC		2/11/2004	AOR		20040092326	7305	1050	2/12/2004
Sean P. O'Brian		2/11/2004	AOR		20040092326	7305	1050	2/12/2004
Traci H. O'Brian		2/11/2004	AOR		20040092326	7305	1050	2/12/2004
Grant Street, LLC			UCC		20040092328	7305	1063	2/12/2004
Sean P. O'Brian			UCC		20040092328	7305	1063	2/12/2004

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Financial Systems Management, Inc.		1/27/2004	MOD		20040097121	7307	2161	2/16/2004
Bruce Goin	1130 Belleaire Circle, Orlando, FL 32804	11/20/2003	MOD		20040099003	7308	1770	2/16/2004
Whitney H. Goin	1130 Belleaire Circle, Orlando, FL 32804	11/20/2003	MOD		20040099003	7308	1770	2/16/2004
Anaar Paroo Hussein	7901 South Park Place, Orlando, FL 32819	1/23/2004	MTG	\$650,000.00	20040101586	7309	4552	2/17/2004
Aziz Hussein	7901 South Park Place, Orlando, FL 32819	1/23/2004	MTG	\$650,000.00	20040101586	7309	4552	2/17/2004
Gary A. Vallancourt	2771 South Apopka Blvd., Apopka, FL 32703	12/22/2003	AOR		20040103278	7310	4490	2/18/2004
Cynthia J. Eidson	661 Virginia Dr., Winter Park, FL 32789	1/28/2004	MTG	\$50,000.00	20040118941	7318	4407	2/24/2004
Frank M. Eidson	661 Virginia Dr., Winter Park, FL 32789	1/28/2004	MTG	\$50,000.00	20040118941	7318	4407	2/24/2004
New Beginning's International Food Ministries, Inc.		2/23/2004	MTG	\$360,000.00	20040121308	7320	253	2/25/2004
New Beginning's International Food Ministries, Inc.		2/23/2004	AOR		20040121309	7320	267	2/25/2004
New Beginning's International Food Ministries, Inc.			UCC		20040121310	7320	274	2/25/2004
Denise L. Riles	1937 Section Dr., Apopka, FL 32703	2/19/2004	MOD		20040131401	7327	1188	3/2/2004
Angela Reasner Warrington	132 Cosmos Dr., Orlando, FL 32807	2/17/2004	MTG	\$62,836.23	20040135791	7330	3162	3/3/2004
Floyd A. Reasner, Sr.	132 Cosmos Dr., Orlando, FL 32807	2/17/2004	MTG	\$62,836.23	20040135791	7330	3162	3/3/2004
Jeanette E. Reasner	132 Cosmos Dr., Orlando, FL 32807	2/17/2004	MTG	\$62,836.23	20040135791	7330	3162	3/3/2004
Jeanette Reasner	132 Cosmos Dr., Orlando, FL 32807	2/17/2004	MTG	\$62,836.23	20040135791	7330	3162	3/3/2004
Assisted Care Living at Forest Cove, LTD.		2/19/2004	MTG	\$800,000.00	20040139827	7333	1449	3/4/2004
Assisted Care Living at Forest Cove, LTD.			UCC		20040139851	7333	1527	3/4/2004
Assisted Care Living at Forest Cove, LTD.			UCC		20040139851	7333	1527	3/4/2004
R. Scott Franklin		3/5/2004	MTG	\$175,000.00	20040145240	7336	4035	3/8/2004

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Scott Franklin		3/5/2004	MTG	\$175,000.00	20040145240	7336	4035	3/8/2004
R. Scott Franklin		3/5/2004	AOR		20040145241	7336	4049	3/8/2004
Scott Franklin		3/5/2004	AOR		20040145241	7336	4049	3/8/2004
Scott Franklin			UCC		20040145242	7336	4056	3/8/2004
Gregory W. Hopcraft		3/12/2004	MOD		20040157338	7344	4032	3/15/2004
Gregory W. Hopcraft		3/12/2004	ASSIGN		20040157339	7344	4036	3/15/2004
D&D Smith Constructors, Inc.		8/5/2003	MOD		20040158706	7345	4521	3/15/2004
S.T.E. Electrical Systems, Inc.			UCC		20040161254	7347	4787	3/16/2004
Charles S. Hall	100 Interlachen Ave., Apt 513D, Winter Park, FL 32789	3/9/2004	MOD		20040162418	7348	4081	3/17/2004
Karen L. Sellers	5232 Jade Circle, Orlando, FL 32812	3/2/2004	MOD		20040169058	7352	3853	3/19/2004
William G. Sellers	5232 Jade Circle, Orlando, FL 32812	3/2/2004	MOD		20040169058	7352	3853	3/19/2004
Joseph Edward McGahey, Jr.		3/17/2004	MOD		20040179424	7358	3761	3/24/2004
Lake Mary Investments, Inc.		3/19/2004	MOD		20040179489	7358	3925	3/24/2004
R. Scott Franklin		3/5/2004	MOD		20040179502	7358	3971	3/24/2004
Scott Franklin		3/5/2004	MOD		20040179502	7358	3971	3/24/2004
Financial Systems Management, Inc.								
Financial Systems Management, Inc.		5/24/2004	MTG	\$187,200.00	20040205868	7375	4380	4/6/2004
Alafaya Professional Park, Inc.		5/24/2004	AOR		20040205869	7375	4399	4/6/2004
Alafaya Professional Park, Inc.		4/6/2004	MTG	\$475,000.00	20040209623	7378	4430	4/7/2004
Alafaya Professional Park, Inc.		4/6/2004	AOR		20040209624	7378	4438	4/7/2004
Alafaya Professional Park, Inc.			UCC		20040209625	7378	4443	4/7/2004
Alafaya Professional Park, Inc.		4/6/2004	NOC		20040209626	7378	4447	4/7/2004
Cynthia L. Thomas	1142 Biltside Court, Apopka, FL 32712	4/1/2004	MTG	\$40,000.00	20040225927	7391	1034	4/15/2004
John H. Thomas	1142 Biltside Court, Apopka, FL 32712	4/1/2004	MTG	\$40,000.00	20040225927	7391	1034	4/15/2004
Mary Louise Thomas	1142 Biltside Court, Apopka, FL 32712	4/1/2004	MTG	\$40,000.00	20040225927	7391	1034	4/15/2004
GIL, Inc.	1099, 1101, 1105, & 1199 Woodman Way, Orlando, FL 32818	4/16/2004	MTG	\$160,000.00	20040240768	7400	3551	4/23/2004
GIL, Inc.	1248, 1244, 1240, & 1236 Woodman Way, Orlando, FL 32818	4/16/2004	MTG	\$168,000.00	20040240781	7400	3574	4/23/2004
Debra J. Altman		4/28/2004	MTG	\$140,000.00	20040259222	7413	497	5/3/2004
Edward P. Altman		4/28/2004	MTG	\$140,000.00	20040259222	7413	497	5/3/2004
Debra J. Altman		4/28/2004	AOR		20040259223	7413	512	5/3/2004

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Edward P. Altman		4/28/2004	AOR		20040259223	7413	512	5/3/2004
Debra J. Altman			UCC		20040259224	7413	519	5/3/2004
Edward P. Altman			UCC		20040259224	7413	519	5/3/2004
Anthony S. Pace	1401 Conway Isle Circle, Orlando, FL 32809	4/16/2004	MTG	\$71,500.00	20040259832	7413	2741	5/3/2004
Rosanne M. Pace	1401 Conway Isle Circle, Orlando, FL 32809	4/16/2004	MTG	\$71,500.00	20040259832	7413	2741	5/3/2004
Gargi's Ristorante Italiano, Inc.		4/7/2004	MOD		20040267103	7417	3855	5/6/2004
Deborah A. Cook	1140 Audubon Place, Orlando, FL 32804	5/4/2004	MOD		20040285654	7432	3286	5/14/2004
Thomas E. Cook	1140 Audubon Place, Orlando, FL 32804	5/4/2004	MOD		20040285654	7432	3286	5/14/2004
Charles R. Frederick	205 East Copeland Dr., Orlando, FL 32806	5/10/2004	MTG	\$50,000.00	20040309321	7446	3076	5/21/2004
Randie Frederick	205 East Copeland Dr., Orlando, FL 32806	5/10/2004	MTG	\$50,000.00	20040309321	7446	3076	5/21/2004
Dan G. Drummond		6/1/2004	MTG	\$225,000.00	20040353818	7470	3332	6/3/2004
Danky Land Trust		6/1/2004	MTG	\$225,000.00	20040353818	7470	3332	6/3/2004
Dan G. Drummond		6/1/2004	AOR		20040353819	7470	3343	6/3/2004
Danky Land Trust		6/1/2004	AOR		20040353819	7470	3343	6/3/2004
Dan G. Drummond			UCC		20040353820	7470	3349	6/3/2004
Danky Land Trust			UCC		20040353820	7470	3349	6/3/2004
Curtis L. Brown	2389 Forrest Road, Winter Park, FL	5/20/2004	MTG	\$100,000.00	20040375720	7483	1354	6/15/2004
Kristy C. Brown	2389 Forrest Road, Winter Park, FL	5/20/2004	MTG	\$100,000.00	20040375720	7483	1354	6/15/2004
Bernard J. Martin		5/28/2004	MOD		20040378635	7485	732	6/16/2004
Christopher Wren Construction, Inc.								
Christopher Wren Construction, Inc.		6/15/2004	MOD		20040400193	7498	3701	6/24/2004
Christopher Wren Construction, Inc.		6/15/2004	ASSIGN		20040400194	7498	3707	6/24/2004
Christopher Wren Construction, Inc.								
			UCC		20040400195	7498	3714	6/24/2004
Bruce Goin	1130 Belleaire Circle, Orlando, FL 32804	6/8/2004	MOD		20040403892	7501	318	6/25/2004
Whitney H. Goin	1130 Belleaire Circle, Orlando, FL 32804	6/8/2004	MOD		20040403892	7501	318	6/25/2004
Demetrios P. Vergos	1204 Lake Francis Dr., Apopka, FL 32712	6/15/2004	MOD		20040408654	7503	3716	6/28/2004

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Thomas P. Warlow III	3405 Pinetree Road, Orlando, FL 32804	5/26/2004	MOD		20040430436	7516	8999	7/8/2004
Kang H. Ho	1163 Glenmore Dr., Apopka, FL 32712	6/3/2004	MOD		20040432428	7517	4893	7/8/2004
Yuet M. Ho	1163 Glenmore Dr., Apopka, FL 32712	6/3/2004	MOD		20040432428	7517	4893	7/8/2004
1184 Alden Road Land Trust		7/2/2004	MOD		20040437855	7521	3814	7/12/2004
Daryl M. Carter		7/2/2004	MOD		20040437855	7521	3814	7/12/2004
Douglas W. Snyder	2221 S. Apopka Blvd., Apopka, FL 32703	6/17/2004	MTG	\$180,000.00	20040449962	7530	2167	7/14/2004
Michele A. Snyder	2221 S. Apopka Blvd., Apopka, FL 32703	6/17/2004	MTG	\$180,000.00	20040449962	7530	2167	7/14/2004
Douglas W. Snyder	2221 S. Apopka Blvd., Apopka, FL 32703	6/17/2004	AOR		20040449965	7530	2198	7/14/2004
Michele A. Snyder	2221 S. Apopka Blvd., Apopka, FL 32703	6/17/2004	AOR		20040449965	7530	2198	7/14/2004
D&D Smith Constructors, Inc.		7/19/2004	MOD		20040499339	7559	990	8/2/2004
Group, LLC		7/22/2004	MTG	\$480,000.00	20040503547	7561	1250	8/3/2004
Orange Blossom Development Group, LLC		7/22/2004	AOR		20040503548	7561	1265	8/3/2004
Orange Blossom Development Group, LLC			UCC		20040503549	7561	1273	8/3/2004
Fayette L. Hall, Jr.	106 E. Vanderbilt St., Orlando, FL 32804	7/29/2004	MTG	\$60,000.00	20040516216	7568	4282	8/10/2004
JoAnne E. Hall	106 E. Vanderbilt St., Orlando, FL 32804	7/29/2004	MTG	\$60,000.00	20040516216	7568	4282	8/10/2004
Donald H. Kirsch	32806	8/6/2004	MTG	\$150,000.00	20040533811	7581	4153	8/20/2004
Elizabeth D. Kirsch	3025 Bradywine Dr., Orlando, FL 32806	8/6/2004	MTG	\$150,000.00	20040533811	7581	4153	8/20/2004
Lucky Dog Properties	833 Highland Ave., Orlando, FL 32803	6/1/2004	MOD		20040537498	7584	391	8/23/2004
Assisted Care Living at Forest Cove, LTD.		8/5/2004	MOD		20040559803	7597	3378	8/31/2004
Jerry Kirkland		6/30/2004	MTG	\$175,000.00	20040560495	7598	767	8/31/2004
Lannette Kirkland		6/30/2004	MTG	\$175,000.00	20040560495	7598	767	8/31/2004
Jerry Kirkland		6/30/2004	AOR		20040560496	7598	787	8/31/2004
Lannette Kirkland		6/30/2004	AOR		20040560496	7598	787	8/31/2004
Jerry Kirkland			UCC		20040560497	7598	791	8/31/2004

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Lannette Kirkland				UCC		20040560497	7598	791	8/31/2004
2820 East Colonial Drive, LLC			8/2/2004	MOD		20040560626	7598	1273	8/31/2004
Edward J. Picard			8/2/2004	MOD		20040560626	7598	1273	8/31/2004
Mary J. Picard			8/2/2004	MOD		20040560626	7598	1273	8/31/2004
Bernard J. Martin			8/31/2004	MOD		20040562539	7599	2959	9/1/2004
Vital Signs of Orlando, Inc.	2665 Pemberton Drive, Apopka, FL 32703		8/31/2004	MTG	\$220,000.00	20040586757	7613	2872	9/14/2004
Jerald A. Davis, Jr.	14795 Baltusrol Dr., Orlando, FL 32828		8/25/2004	MTG	\$30,000.00	20040589675	7616	150	9/15/2004
Melissa A. Davis	14795 Baltusrol Dr., Orlando, FL 32828		8/25/2004	MTG	\$30,000.00	20040589675	7616	150	9/15/2004
Vital Signs of Orlando, Inc.	2665 Pemberton Drive, Apopka, FL 32703		8/31/2004	AOR		20040590019	7616	1362	9/16/2004
The Winter Park Redevelopment Agency, LTD.			9/15/2004	MTG	\$472,800.00	20040594181	7620	245	9/17/2004
The Winter Park Redevelopment Agency, LTD.				UCC		20040594182	7620	253	9/17/2004
The Winter Park Redevelopment Agency, LTD.			9/15/2004	AOR		20040594183	7620	257	9/17/2004
St. Michael, LTD.			9/15/2004	AOR		20040594185	7620	261	9/17/2004
St. Michael, LTD.			9/15/2004	MTG	\$227,760.00	20040594186	7620	264	9/17/2004
St. Michael, LTD.				UCC		20040594187	7620	272	9/17/2004
Harry E. Wert	1210 Glenmore Dr., Apopka, FL 32712		8/25/2004	MTG	\$100,000.00	20040601549	7624	4613	9/21/2004
Mary Lou Wert	1210 Glenmore Dr., Apopka, FL 32712		8/25/2004	MTG	\$100,000.00	20040601549	7624	4613	9/21/2004
Arena Six, LLC	214 E. Lucerne Circle, Orlando, FL 32801		9/2/2004	MTG	\$300,000.00	20040608525	7629	77	9/23/2004
Frank M. Eidson, P.A.			7/16/2004	MOD		20040622960	7636	2868	9/29/2004
Frank M. Eidson, P.A.			7/16/2004	AOR		20040622961	7636	2874	9/29/2004
Frank M. Eidson, P.A.				UCC		20040622962	7636	2880	9/29/2004
Jason J. Thomas			9/29/2004	MTG	\$245,300.00	20040627401	7639	2415	10/1/2004
Jason J. Thomas			9/29/2004	AOR		20040627402	7639	2429	10/1/2004
Jason J. Thomas				UCC		20040627403	7639	2435	10/1/2004
J&L Gardenias, Inc.			10/5/2004	MOD		20040646822	7650	3864	10/8/2004
J&L Gardenias, Inc.			10/5/2004	AOR		20040646823	7650	3868	10/8/2004

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Baywood Nurseries Company, Inc.		10/1/2004	MOD		20040664854	7659	829	10/14/2004
Vendor Guide Publications, Inc.		10/12/2004	MTG	\$207,000.00	20040665294	7659	2048	10/14/2004
Vendor Guide Publications, Inc.		10/12/2004	ASSIGN		20040665295	7659	2063	10/14/2004
Vendor Guide Publications, Inc.			UCC		20040665296	7659	2070	10/14/2004
Vendor Guide Publications, Inc.		10/12/2004	NOC		20040665297	7659	2074	10/14/2004
Donna J. Smith	4203 Lake Lockhart, Orlando, FL 32810	10/1/2004	MOD		20040667643	7660	3923	10/15/2004
Richard J. Smith, Jr	4203 Lake Lockhart, Orlando, FL 32810	10/1/2004	MOD		20040667643	7660	3923	10/15/2004
Stanley M. Alday	442 Woodland St., Orlando, FL, 310 E. Anderson St., Orlando, FL 32801 & 821 Briercliff Dr., Orlando, FL 32806	9/22/2004	MTG	\$75,000.00	20040667709	7660	4087	10/15/2004
Financial Systems Management, Inc.		10/14/2004	MOD		20040680350	7667	4068	10/21/2004
Financial Systems Management, Inc.		10/14/2004	MOD		20040680351	7667	4070	10/21/2004
Financial Systems Management, Inc.		10/14/2004	AOR		20040680352	7667	4074	10/21/2004
Financial Systems Management, Inc.			UCC		20040680353	7667	4081	10/21/2004
Curtis W. Hanson		10/14/2004	MTG	\$180,000.00	20040680383	7667	4268	10/21/2004
Curtis W. Hanson		10/14/2004	AOR		20040680384	7667	4287	10/21/2004
Curtis W. Hanson			UCC		20040680385	7667	4294	10/21/2004
Donald F. Wright		9/5/2004	MOD		20040693466	7676	474	10/27/2004
Donald F. Wright Revocable Trust		9/5/2004	MOD		20040693466	7676	474	10/27/2004
Pamela A. Wright		9/5/2004	MOD		20040693466	7676	474	10/27/2004
William Patrick Fulford		9/5/2004	MOD		20040693466	7676	474	10/27/2004
Timmons. LLC		10/11/2004	MTG	\$208,000.00	20040694778	7676	3978	10/28/2004
Timmons. LLC		10/11/2004	AOR		20040694779	7676	3993	10/28/2004
Timmons. LLC			UCC		20040694780	7676	4001	10/28/2004
TLH Properties, Inc.		10/29/2004	MTG	\$200,000.00	20040721097	7692	1912	11/8/2004
J. Gary Miller	571 N. lake Sybelia Dr., Maitland, FL 32751	10/5/2004	MTG	\$150,000.00	20040730775	7698	4690	11/12/2004

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Stacey L. Miller	571 N. lake Sybelia Dr., Maitland, FL 32751	10/5/2004	MTG	\$150,000.00	20040730775	7698	4690	11/12/2004
LRK Properties, LLC		11/15/2004	MTG	\$1,085,450.00	20040749805	7708	4396	11/19/2004
LRK Properties, LLC		11/15/2004	AOR		20040749806	7708	4408	11/19/2004
LRK Properties, LLC			UCC		20040749807	7708	4417	11/19/2004
St. Michael, LTD.	216, 256, & 300 Lyman Ave., Winter Park, FL	10/25/2004	MTG	\$202,202.77	20040750715	7709	2126	11/19/2004
S.A. Neurology, LLC		12/2/2004	MTG	\$388,000.00	20040781608	7728	940	12/7/2004
S.A. Neurology, LLC		12/2/2004	AOR		20040781609	7728	952	12/7/2004
S.A. Neurology, LLC			UCC		20040781610	7728	959	12/7/2004
S.A. Neurology, LLC		12/2/2004	NOC		20040781611	7728	964	12/7/2004
TLH Properties, Inc.		11/22/2004	MOD		20040796421	7738	1703	12/14/2004
Joseph Edward McGahey, Jr.		12/8/2004	MOD		20040803272	7741	4485	12/16/2004
Joseph Edward McGahey, Jr.		12/8/2004	AOR		20040803273	7741	4491	12/16/2004
Joseph Edward McGahey, Jr.			UCC		20040803274	7741	4498	12/16/2004
Maars, Inc.		11/30/2004	MOD		20040809436	7745	1441	12/20/2004
Denning Partners, LTD	820, 830, & 840 W. Canton Ave., Winter Park, FL 32789	12/8/2004	MTG	\$476,042.54	20040810138	7745	4852	12/20/2004
Thomas P. Warlow III	3405 Pinetree Road, Orlando, FL 32804	12/8/2004	MOD		20040818605	7751	2788	12/27/2004
Donna J. Smith	4203 Lake Lockhart, Orlando, FL 32810	12/9/2004	MOD		20040818606	7751	2790	12/27/2004
Richard J. Smith, Jr	4203 Lake Lockhart, Orlando, FL 32810	12/9/2004	MOD		20040818606	7751	2790	12/27/2004
Deborah A. Cook	1140 Audubon Place, Orlando, FL 32804	12/20/2004	MOD		20050028936	7774	4933	1/11/2005
Thomas E. Cook	1140 Audubon Place, Orlando, FL 32804	12/20/2004	MOD		20050028936	7774	4933	1/11/2005
Maars, Inc.		12/23/2004	MTG	\$72,400.00	20050030116	7775	4490	1/11/2005
Bernard J. Martin		11/17/2004	MOD		20050030205	7775	4923	1/11/2005
Ila M. Knight	3590 West Kelly Park Road, Apopka, FL 32712	12/24/2004	MTG	\$60,000.00	20050032989	7777	2022	1/12/2005
Seth D. Knight	3590 West Kelly Park Road, Apopka, FL 32712	12/24/2004	MTG	\$60,000.00	20050032989	7777	2022	1/12/2005
Private Enterprize, LLC	1005 Wallace Ave., Orlando, FL 32809	1/4/2005	MTG	\$55,200.00	20050053796	7792	2310	1/24/2005

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Private Enterprize, LLC	1005 Wallace Ave., Orlando, FL 32809	1/4/2005	AOR		20050053797	7792	2316	1/25/2005
Orlando North Airpark, Inc.		1/24/2005	MOD		20050064886	7799	1755	1/26/2005
Harmick, LLC	1011 N. Palm Ave., Orlando, FL 32804	2/3/2005	MTG	\$200,000.00	20050090639	7815	2010	2/4/2005
AnneMarie Gibson	5227 Mill Stream Rd. Ocoee, FL 34761	1/28/2005	MOD		20050104257	7824	211	2/10/2005
Keith D. Gibson	5227 Mill Stream Rd. Ocoee, FL 34761	1/28/2005	MOD		20050104257	7824	211	2/10/2005
Matrix Development, Inc.		2/2/2005	MTG	\$1,730,000.00	20050106482	7825	2378	2/11/2005
Matrix Development, Inc.		2/2/2005	AOR		20050106483	7825	2397	2/11/2005
Matrix Development, Inc.			UCC		20050106484	7825	2404	2/11/2005
Matrix Development, Inc.		2/2/2005	NOC		20050106485	7825	2407	2/11/2005
Jayne Freitas	1435 Waltham Ave., Orlando, FL 32809	1/31/2005	MTG	\$20,000.00	20050107631	7826	2757	2/11/2005
Jennifer Freitas	1435 Waltham Ave., Orlando, FL 32809	1/31/2005	MTG	\$20,000.00	20050107631	7826	2757	2/11/2005
Calina Real Estate Holdings, LLC		1/31/2005	MTG	\$440,000.00	20050108942	7827	3398	2/14/2005
Calina Real Estate Holdings, LLC		1/31/2005	AOR		20050108943	7827	3416	2/14/2005
Calina Real Estate Holdings, LLC			UCC		20050108944	7827	3420	2/14/2005
Field Capital, LLC		2/17/2005	MTG	\$800,000.00	20050122124	7836	2717	2/18/2005
Field Capital, LLC		2/17/2005	AOR		20050122125	7836	2734	2/18/2005
Field Capital, LLC			UCC		20050122126	7836	2740	2/18/2005
Kenneth W. Davidson	701 Binion Road, Apopka, FL 32703	2/9/2005	MTG	\$200,000.00	20050125006	7838	1641	2/21/2005
Natalie W. Davidson	701 Binion Road, Apopka, FL 32703	2/9/2005	MTG	\$200,000.00	20050125006	7838	1641	2/21/2005
John F. Ballard, Jr.	8526 Bay Springs Drive, Orlando, FL 32819	2/10/2005	MTG	\$95,000.00	20050144796	7848	2647	2/28/2005
Luanne Cherney	8526 Bay Springs Drive, Orlando, FL 32819	2/10/2005	MTG	\$95,000.00	20050144796	7848	2647	2/28/2005
WTEC Properties, LLC		2/28/2005	MTG	\$1,500,000.00	20050149171	7851	2208	3/1/2005
WTEC Properties, LLC		2/28/2005	AOR		20050149172	7851	2232	3/1/2005
WTEC Properties, LLC			UCC		20050149173	7851	2238	3/1/2005
Betty L. Owens	528 W. Orange Blossom Trail, Apopka, FL 32703	1/31/2005	MTG	\$100,000.00	20050154897	7854	3886	3/3/2005
Lewis E. Owens	528 W. Orange Blossom Trail, Apopka, FL 32703	1/31/2005	MTG	\$100,000.00	20050154897	7854	3886	3/3/2005

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Cynthia J. Eidson	661 Virginia Dr., Winter Park, FL 32789	1/28/2005	MOD		20050171139	7865	1654	3/9/2005
Frank M. Eidson	661 Virginia Dr., Winter Park, FL 32789	1/28/2005	MOD		20050171139	7865	1654	3/9/2005
Orlando Neighborhood Properties, LLC	1 South Eola Drive, Unit 7, Orlando, FL 32801	3/10/2005	MTG	\$225,000.00	20050177378	7869	1075	3/11/2005
Orlando Neighborhood Properties, LLC	1 South Eola Drive, Unit 7, Orlando, FL 32801	3/10/2005	AOR		20050177379	7869	1082	3/11/2005
Thomas P. Warlow III	3405 Pinetree Road, Orlando, FL 32804	3/7/2005	MOD		20050186476	7876	616	3/17/2005
S.A. Neurology		3/4/2005	MOD		20050197282	7883	1111	3/22/2005
Sahara, LLC		3/4/2005	MOD		20050197282	7883	1111	3/22/2005
Joseph Edward McGahey, Jr.	3318 Washington St., Zellwood, FL	2/28/2005	MOD		20050200031	7885	387	3/23/2005
Evans Groves, Inc.		2/25/2005	NOL		20050200337	7885	1865	3/23/2005
Evans Groves, Inc.		2/25/2005	MTG	\$120,000.00	20050200338	7885	1866	3/23/2005
Evans Groves, Inc.		2/25/2005	AOR		20050200339	7885	1880	3/23/2005
Evans Groves, Inc.			UCC		20050200340	7885	1886	3/23/2005
Heath Walters	2406 Gatlin Ave., Orlando, FL 32806	2/18/2005	MOD		20050202262	7886	4792	3/24/2005
Global Gifts & Novalties, LLC	4490 SW 34th Street, Suite A, Orlando, FL 32811	3/17/2005	MTG	\$500,000.00	20050210244	7892	31	3/28/2005
Scott M. Rose		3/28/2005	MTG	\$680,000.00	20050213004	7897	1209	3/29/2005
Susan M. Rose		3/28/2005	MTG	\$680,000.00	20050213004	7897	1209	3/29/2005
Scott M. Rose			UCC		20050213005	7894	1224	3/29/2005
Susan M. Rose			UCC		20050213005	7894	1224	3/29/2005
Scott M. Rose		3/28/2005	AOR		20050213006	7894	1228	3/29/2005
Susan M. Rose		3/28/2005	AOR		20050213006	7894	1228	3/29/2005
Scott M. Rose		3/28/2005	NOC		20050213007	7894	1235	3/29/2005
Susan M. Rose		3/28/2005	NOC		20050213007	7894	1235	3/29/2005
Leigh Anne Morgan	413 Madeira Ave., Orlando, FL 32825	3/21/2005	MTG	\$20,000.00	20050220340	7899	1315	4/1/2005
William Swinney Morgan III	413 Madeira Ave., Orlando, FL 32825	3/21/2005	MTG	\$20,000.00	20050220340	7899	1315	4/1/2005
Jose J. Mauricio	4739 S. Conway Road, Orlando, FL 32812	3/30/2005	MTG	\$250,000.00	20050222409	7900	2384	4/1/2005
Jose J. Mauricio Revocable Trust dated June 11, 2004	4739 S. Conway Road, Orlando, FL 32812	3/30/2005	MTG	\$250,000.00	20050222409	7900	2384	4/1/2005

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Jose J. Mauricio	4739 S. Conway Road, Orlando, FL 32812	3/20/2005	AOR		20050222410	7900	2390	4/1/2005
Jose J. Mauricio Revocable Trust dated June 11, 2004	4739 S. Conway Road, Orlando, FL 32812	3/20/2005	AOR		20050222410	7900	2390	4/1/2005
Law Offices of Mark L. Horwitz, P.A.	17 E. Pine St., Orlando, FL 32801	3/24/2005	MTG	\$245,000.00	20050225883	7902	3644	4/5/2005
Law Offices of Mark L. Horwitz, P.A.	17 E. Pine St., Orlando, FL 32801	3/24/2005	AOR		20050225884	7902	3650	4/5/2005
Ann Marie Nieves		3/25/2005	MOD		20050235641	7908	2482	4/7/2005
Omar Nieves		3/25/2005	MOD		20050235641	7908	2482	4/7/2005
Ocoee Business Park, LLC		3/29/2005	MTG	\$2,500,000.00	20050236620	7909	677	4/7/2005
Ocoee Business Park, LLC		3/29/2005	AOR		20050236621	7909	697	4/7/2005
Ocoee Business Park, LLC			UCC		20050236622	7909	706	4/7/2005
Ocoee Business Park, LLC		3/17/2005	NOC		20050236623	7909	711	4/7/2005
Ocoee Business Park, LLC		4/5/2005	NOL		20050236624	7909	713	4/7/2005
Goehring and Morgan Constuction, Inc.	Lot 875 Keene's Pointe, Camden Subd., Windermere, FL 34786	3/31/2005	MTG	\$282,125.00	20050251867	7919	1269	4/14/2005
Alafaya Professional Park, Inc.		4/15/2005	NOC		20050256869	7923	1116	4/15/2005
Jerald A. Davis	213 E. Concord St., Orlando, FL 32801	4/13/2005	MTG	\$35,000.00	20050278221	7936	2919	4/26/2005
Attiva, LLC		4/14/2005	MTG	\$500,000.00	20050280761	7938	4439	4/27/2005
Hobby Homes, Inc.		5/2/2005	MOD		20050297904	7949	3825	5/3/2005
Shirer Development LLC		5/2/2005	MOD		20050297904	7949	3825	5/3/2005
Shirer Development LLC		5/2/2005	AOR		20050297905	7949	3831	5/3/2005
Shirer Development LLC			UCC		20050297906	7949	3836	5/3/2005
Hobby Homes, Inc.		5/2/2005	NOC		20050297907	7949	3839	5/3/2005
John D. Gould	2931 Sunbitten Ct., Windmere, FL 34786	3/23/2005	MTG	\$20,000.00	20050308637	7956	4855	5/9/2005
Pamela J. Gould	2931 Sunbitten Ct., Windmere, FL 34786	3/23/2005	MTG	\$20,000.00	20050308637	7956	4855	5/9/2005
Martini Major, LLC		5/9/2005	MTG	\$862,500.00	20050317153	7962	4073	5/11/2005
Martini Major, LLC		5/9/2005	AOR		20050317154	7962	4082	5/11/2005
Martini Major, LLC			UCC		20050317155	7962	4087	5/11/2005
Amanda Renick	4139 Pecan Lane, Orlando, FL 32812	4/29/2005	MTG	\$36,500.00	20050324487	7967	4011	5/16/2005
Scott Renick	4139 Pecan Lane, Orlando, FL 32812	4/29/2005	MTG	\$36,500.00	20050324487	7967	4011	5/16/2005

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Orlando Property Group, Inc.	501 E. Kennedy Blvd., Orlando, FL 32810	5/6/2005	MTG	\$176,166.00	20050332482	7973	4539	5/18/2005
Orlando Property Group, Inc.	501 E. Kennedy Blvd., Orlando, FL 32810	5/6/2005	AOR		20050332483	7973	4546	5/18/2005
David F. Wright	1010 Greentree Drive, Winter Park, FL 32789	4/26/2005	MTG	\$100,000.00	20050346476	7983	1791	5/24/2005
Stacey L. Wright	1010 Greentree Drive, Winter Park, FL 32789	4/26/2005	MTG	\$100,000.00	20050346476	7983	1791	5/24/2005
TLH Properties, inc.		5/18/2005	MOD		20050347120	7983	4795	5/25/2005
Attiva, LLC		5/20/2005	MOD		20050349554	7986	420	5/25/2005
Attiva-Gore, LLC			UCC		20050351914	7987	3310	5/26/2005
Raeord Development, LLC		5/12/2005	MTG	\$2,175,000.00	20050353991	7989	1957	5/26/2005
Lawsona Court, L.L.C.		5/12/2005	AOR		20050353992	7989	1971	5/26/2005
J. Gary Miller	571 N. lake Sybelia Dr., Maitland, FL 32751	5/2/2005	MOD		20050354932	7990	383	5/27/2005
Stacey L. Miller	571 N. lake Sybelia Dr., Maitland, FL 32751	5/2/2005	MOD		20050354932	7990	383	5/27/2005
Dorothy Gabriel	1243 Alberta Way, Winter Park, FL 32789	5/6/2005	MOD		20050357525	7991	4882	5/31/2005
John M. Gabriel	1243 Alberta Way, Winter Park, FL 32789	5/6/2005	MOD		20050357525	7991	4882	5/31/2005
Alfred J. Schell	147 Interlachen Ave., #102, Winter Park, FL 32789	5/20/2005	MOD		20050357526	7991	4885	5/31/2005
Nora F. Schell	147 Interlachen Ave., #102, Winter Park, FL 32789	5/20/2005	MOD		20050357526	7991	4885	5/31/2005
Old Apopka Apartments, LLC		4/19/2005	MTG	\$145,000.00	20050379277	8005	4031	6/8/2005
Old Apopka Apartments, LLC		4/19/2005	AOR		20050379278	8005	4046	6/8/2005
Old Apopka Apartments, LLC			UCC		20050379279	8005	4053	6/8/2005
Frederick Fowler	345 Ponce de Leon Place, Orlando, FL 32801	5/23/2005	MOD		20050385925	8011	1529	6/9/2005
Marnie M. Waldrop	1217 Reading Dr., Orlando, FL 32804	5/20/2005	MTG	\$105,000.00	20050390180	8014	2761	6/10/2005
Michael T. Waldrop	1217 Reading Dr., Orlando, FL 32804	5/20/2005	MTG	\$105,000.00	20050390180	8014	2761	6/10/2005
Jerald A. Davis	213 E. Concord St., Orlando, FL 32801	5/9/2005	MOD		20050393497	8016	3764	6/13/2005



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David A. Birko	2829 Junction Road, Zellwood, FL 32798	5/27/2005	MTG	\$50,000.00	20050399930	8021	10	6/15/2005
Holly M. Birko	2829 Junction Road, Zellwood, FL 32798	5/27/2005	MTG	\$50,000.00	20050399930	8021	10	6/15/2005
Gondola Development, LLC			UCC		20050402611	8023	530	6/16/2005
Gondola Development, LLC		5/26/2005	MTG	\$1,300,000.00	20050402615	8023	545	6/16/2005
Gondola Development, LLC		5/26/2005	AOR		20050402616	8023	562	6/16/2005
Diane M. Holm		6/17/2005	MTG	\$5,000,000.00	20050416000	8033	1602	6/21/2005
Eric A. Holm		6/17/2005	MTG	\$5,000,000.00	20050416000	8033	1602	6/21/2005
Diane M. Holm			UCC		20050416001	8033	1623	6/21/2005
Eric A. Holm			UCC		20050416001	8033	1623	6/21/2005
Nicole Daniela Valdes	1333 Windsong Road, Orlando, FL 32806	5/3/2005	MOD		20050419256	8035	810	6/22/2005
William Haldon Valdes	1333 Windsong Road, Orlando, FL 32806	5/3/2005	MOD		20050419256	8035	810	6/22/2005
Brent Walters	5227 Phillips Oaks Lane, Orlando, FL 32812	5/24/2005	MTG	\$104,500.00	20050419641	8035	1906	6/22/2005
Michelle Walters	5227 Phillips Oaks Lane, Orlando, FL 32812	5/24/2005	MTG	\$104,500.00	20050419641	8035	1906	6/22/2005
Cynthia L. Hanson		6/30/2005	MTG	\$1,400,000.00	20050438304	8050	3970	7/1/2005
Dennis R. Hanson		6/30/2005	MTG	\$1,400,000.00	20050438304	8050	3970	7/1/2005
Cynthia L. Hanson		6/30/2005	AOR		20050438305	8050	3983	7/1/2005
Dennis R. Hanson		6/30/2005	AOR		20050438305	8050	3983	7/1/2005
Cynthia L. Hanson			UCC		20050438306	8050	3989	7/1/2005
Dennis R. Hanson			UCC		20050438306	8050	3989	7/1/2005
Cynthia L. Hanson		6/30/2005	NOC		20050438307	8050	3993	7/1/2005
Dennis R. Hanson		6/30/2005	NOC		20050438307	8050	3993	7/1/2005
Atassi, Inc.			UCC		20050439107	8051	1804	7/1/2005
D&D Smith Constructors, Inc.			UCC		20050439812	8051	4150	7/1/2005
John Mark Burrill	1702 Baxter Ave., Orlando, FL 32806	6/24/2005	MTG	\$63,000.00	20050444013	8054	3693	7/5/2005
Leiffer Excavating, Inc.	2500 Clark St., Apopka, FL 32703	5/9/2005	MTG	\$75,000.00	20050448038	8057	1094	7/6/2005
Le Royal, Inc.		6/24/2005	MTG	\$2,000,000.00	20050460975	8066	1795	7/13/2005
Le Royal, Inc.			UCC		20050460976	8066	1806	7/13/2005
Marnie M. Waldrop	1217 Reading Dr., Orlando, FL 32804	6/24/2005	MOD		20050466086	8070	1343	7/14/2005
Michael T. Waldrop	1217 Reading Dr., Orlando, FL 32804	6/24/2005	MOD		20050466086	8070	1343	7/14/2005

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Mark Nelen	14635 St. Georges Hill Dr., Orlando, FL 32828	6/27/2005	MTG	\$30,000.00	20050467280	8071	2311	7/15/2005
Fayette L. Hall, Jr.	106 E. Vanderbilt St., Orlando, FL 32804	6/15/2005	MOD		20050467356	8071	2747	7/15/2005
JoAnne E. Hall	106 E. Vanderbilt St., Orlando, FL 32804	6/15/2005	MOD		20050467356	8071	2747	7/15/2005
John Mark Burrill	1515 Groveland Ave., Orlando, FL 32806	6/13/2005	MTG	\$114,000.00	20050467500	8071	3625	7/15/2005
John Mark Burrill	1515 Groveland Ave., Orlando, FL 32806	6/13/2005	AOR		20050467501	8071	3631	7/15/2005
J&R Real Estate, LLC		6/29/2005	MTG	\$4,000,000.00	20050468949	8072	3432	7/15/2005
J&R Real Estate, LLC		6/29/2005	AOR		20050468950	8072	3440	7/15/2005
The Winter Park Redevelopment Agency, LTD.		10/31/2005	AOR		20050471648	8281	81	11/1/2005
Lee M. Riles	3633 Waters Edge Dr., Orlando, FL 1439 W. Harvard St., Orlando, FL 32804	7/8/2005	MTG	\$258,153.51	20050473935	8077	112	7/19/2005
Heather L. Brandes	1439 W. Harvard St., Orlando, FL 32804	7/8/2005	MTG	\$258,153.51	20050473940	8077	137	7/19/2005
Heather Riles	1439 W. Harvard St., Orlando, FL 32804	7/8/2005	MTG	\$258,153.51	20050473940	8077	137	7/19/2005
Lee Mason Riles	1439 W. Harvard St., Orlando, FL 32804	7/8/2005	MTG	\$258,153.51	20050473940	8077	137	7/19/2005
White's Red Hill Groves, Inc.	3725 South Conway Dr., Orlando, FL 32812	6/28/2000	MTG	\$100,000.00	20050474930	8077	4508	7/19/2005
Kaufman, Englett and Lynd, P.A.		6/24/2005	MTG	\$500,000.00	20050476905	8079	3039	7/19/2005
Kaufman, Englett and Lynd, P.A.			UCC		20050476906	8079	3058	7/19/2005
Kaufman, Englett and Lynd, P.A.		6/24/2005	AOR		20050476907	8079	3062	7/19/2005
Frank D. Scott, Jr.	4705 Shorewood Dr., Mt. Dora, FL 32757	7/6/2005	MOD		20050477032	8079	3616	7/19/2005
Rebecca M. Scott	4705 Shorewood Dr., Mt. Dora, FL 32757	7/6/2005	MOD		20050477032	8079	3616	7/19/2005
Binion Reserve, LLC		7/15/2005	MTG	\$762,000.00	20050480087	8082	36	7/20/2005
Binion Reserve, LLC			UCC		20050480088	8082	55	7/20/2005
Carolyne C. Tanner	1806 Palmer Avenue, Winter Park, FL 32792	7/12/2005	MTG	\$100,000.00	20050481285	8083	135	7/21/2005
Phillip G. Tanner	1806 Palmer Avenue, Winter Park, FL 32792	7/12/2005	MTG	\$100,000.00	20050481285	8083	135	7/21/2005
McCormick Road, LLC		7/19/2005	MTG	\$1,650,000.00	20050493400	8091	922	7/26/2005

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		Document Being Assigned								
					UCC					
McCormick Road, LLC						6/29/2005	20050493401	8091	941	7/26/2005
TLH Properties, Inc.					MOD		20050507498	8101	2865	8/2/2005
	1002 Edgewater Court, Orlando, FL 32804									
William M. Siemons, IV		7/6/2005			MOD		20050525041	8114	2871	8/8/2005
John D. Gould	2931 Sunbitten Ct., Windmere, FL 34786									
		6/30/2005			MOD		20050525046	8114	2895	8/8/2005
Pamela J. Gould	2931 Sunbitten Ct., Windmere, FL 34786									
		6/30/2005			MOD		20050525046	8114	2895	8/8/2005
	442 Woodland St., Orlando, FL, 310 E. Anderson St., Orlando, FL 32801 & 821 Briercliff Dr., Orlando, FL 32806									
Stanley M. Alday		7/7/2005			MOD		20050525054	8114	2905	8/8/2005
Attiva, LLC		4/14/2005			MTG	\$500,000.00	20050526962	8116	920	8/9/2005
Attiva-Gore, LLC		4/14/2005			MTG	\$500,000.00	20050526962	8116	920	8/9/2005
Attiva-Willow, LLC		4/14/2005			MTG	\$500,000.00	20050526962	8116	920	8/9/2005
John T. Cash, Jr.	10280 E. Colonial Dr., Orlando, FL 32703	5/30/2005			MTG	\$150,000.00	20050531155	8119	4138	8/10/2005
	232 Sterling Rose Ct., Apopka, FL 32703									
Bakiye Keskin		7/26/2005			MTG	\$20,000.00	20050531162	8119	4158	8/10/2005
Sendur Keskin	232 Sterling Rose Ct., Apopka, FL 32703	7/26/2005			MTG	\$20,000.00	20050531162	8119	4158	8/10/2005
John C. Burrill, Jr	3721 St. Moritz St., Orlando, FL 32812	7/27/2005			MTG	\$50,000.00	20050546247	8131	4499	8/16/2005
Y & J Enterprises, LLC	920 Delaney Ave., Orlando, FL 32806	8/18/2005			MTG	\$300,000.00	20050560155	8144	2631	8/19/2005
Y & J Enterprises, LLC	920 Delaney Ave., Orlando, FL 32806	8/18/2005			AOR		20050560156	8144	2639	8/19/2005
	4848 Waterwitch Point Dr., Orlando, FL 32808									
Richard T. McCree, Jr.		7/25/2005			MTG	\$350,000.00	20050567251	8147	4365	8/22/2005
	4848 Waterwitch Point Dr., Orlando, FL 32808									
Tanis R. McCree		7/25/2005			MTG	\$350,000.00	20050567251	8147	4365	8/22/2005
The Recovery Room of Central Florida, Inc.										
		8/19/2005			MTG	\$1,200,000.00	20050567835	8148	1225	8/22/2005
The Recovery Room of Central Florida, Inc.										
		8/19/2005			AOR		20050567836	8148	1244	8/22/2005
The Recovery Room of Central Florida, Inc.										
					UCC		20050567837	8148	1250	8/22/2005
The Recovery Room of Central Florida, Inc.										
		8/19/2005			NOC		20050567838	8148	1253	8/22/2005

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Craig C. Mateer	4932 Oak Island Rd., Orlando, FL 32809	8/5/2005	MTG	\$700,000.00	20050567856	8148	1317	8/22/2005
Dawn C. Mateer	4932 Oak Island Rd., Orlando, FL 32809	8/5/2005	MTG	\$700,000.00	20050567856	8148	1317	8/22/2005
Deborah A. Cook	1140 Audubon Place, Orlando, FL 32804	8/4/2005	MOD		20050574013	8151	4564	8/24/2005
Thomas E. Cook	1140 Audubon Place, Orlando, FL 32804	8/4/2005	MOD		20050574013	8151	4564	8/24/2005
Larry Walker	953 Lincoln Circle, Winter Park, FL 32789	7/12/2005	MTG	\$500,000.00	20050574016	8151	4575	8/24/2005
Margaret Jan Walker	953 Lincoln Circle, Winter Park, FL 32789	7/12/2005	MTG	\$500,000.00	20050574016	8151	4575	8/24/2005
Thornton Common, LLC		8/23/2005	MTG	\$2,900,000.00	20050574340	8152	357	8/24/2005
Thornton Common, LLC		8/23/2005	AOR		20050574341	8152	374	8/24/2005
Thornton Common, LLC			UCC		20050574342	8152	379	8/24/2005
James W. Arrowsmith	1534 Skye Court, Apopka, FL 32712	8/11/2005	MTG	\$50,000.00	20050574619	8152	1533	8/25/2005
Janine B. Arrowsmith	1534 Skye Court, Apopka, FL 32712	8/11/2005	MTG	\$50,000.00	20050574619	8152	1533	8/25/2005
Christner Management Company, Inc.		8/19/2005	MOD		20050583238	8159	2163	8/27/2005
Beaulaire Estates II, LLC		8/31/2005	MOD		20050608749	8178	4234	9/8/2005
Jonathan B. Mertz	10 N. Summerlin Ave., Unit 29, Orlando, FL 32801	8/26/2005	MTG	\$30,000.00	20050624455	8191	1136	9/14/2005
Orange Blossom Development Group, LLC		8/30/2005	MOD		20050635897	8200	954	9/20/2005
Frank D. Scott, Jr.	4705 Shorewood Dr., Mt. Dora, FL 32757	7/6/2005	MOD		20050638466	8202	2020	9/20/2005
Rebecca M. Scott	4705 Shorewood Dr., Mt. Dora, FL 32757	7/6/2005	MOD		20050638466	8202	2020	9/20/2005
Lake Mary Investments, Inc.		9/8/2005	MTG	\$208,000.00	20050640302	8203	2739	9/21/2005
Lawrence A. Samuels	2707 Estep Court, Ocoee, FL 34761	8/30/2005	MTG	\$100,000.00	20050641992	8204	3634	9/21/2005
Jeffrey R. Junod	1245 Wilkinson St., Orlando, FL 32803	8/30/2005	MTG	\$100,000.00	20050646793	8207	4619	9/22/2005
Rebecca B. Junod	1245 Wilkinson St., Orlando, FL 32803	8/30/2005	MTG	\$100,000.00	20050646793	8207	4619	9/22/2005

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John D. Coughlin		9/1/2005	MTG	\$460,000.00	20050646807	8207	4712	9/22/2005
Eric Randall Apen	32804	8/29/2005	MTG	\$75,000.00	20050646820	8207	4837	9/22/2005
Lisa Elsberry Apen	2013 Harrison Ave., Orlando, FL 32804							
Dolores G. Rutledge	32806	8/29/2005	MTG	\$75,000.00	20050646820	8207	4837	9/22/2005
Harry C. Rutledge	1339 Montcalm St., Orlando, FL 32806	8/15/2005	MTG	\$150,000.00	20050647136	8208	1047	9/22/2005
K.P.S. Sales, Inc.		8/15/2005	MTG	\$150,000.00	20050647136	8208	1047	9/22/2005
K.P.S. Sales, Inc.		9/7/2005	MTG	\$731,250.00	20050653358	8213	3823	9/26/2005
K.P.S. Sales, Inc.		9/7/2005	AOR		20050653359	8213	3843	9/26/2005
Carol Robbins			UCC		20050653360	8213	3847	9/26/2005
Norbert Trading Corporation	550 Raleigh St., Orlando, FL 32805	9/19/2005	MTG	\$100,000.00	20050662592	8220	3509	9/29/2005
Norbert Trading Corporation		9/26/2005	MTG	\$1,360,000.00	20050672072	8228	742	10/5/2005
Norbert Trading Corporation		9/26/2005	AOR		20050672073	8228	756	10/5/2005
Kenneth W. Davidson			UCC		20050672074	8228	763	10/5/2005
Natalie W. Davidson	701 Binion Road, Apopka, FL 32703	2/9/2005	MTG	\$200,000.00	20050677951	8232	4518	10/6/2006
Dan G. Drummond	701 Binion Road, Apopka, FL 32703	2/9/2005	MTG	\$200,000.00	20050677951	8232	4518	10/6/2006
Danky Land Trust		6/1/2005	MOD		20050681052	8234	4155	10/7/2005
		6/1/2005	MOD		20050681052	8234	4155	10/7/2005
Bobby E. Hall, Jr.	3941 Firebird Dr., Orlando, FL 32810	9/23/2005	MTG	\$40,000.00	20050685155	8238	2	10/10/2005
Bobby E. Hall, Jr.								
The Recovery Room of Central Florida, Inc.	3941 Firebird Dr., Orlando, FL 32810	9/23/2005	AOR		20050685169	8238	72	10/10/2005
The Recovery Room of Central Florida, Inc.		10/4/2005	MTG	\$400,000.00	20050705465	8254	2964	10/19/2005
The Recovery Room of Central Florida, Inc.		10/4/2005	AOR		20050705466	8254	2983	10/19/2005
252 W. Plant St., LLC			UCC					
West Plant Street Partners, LLC		10/14/2005	MTG	\$1,275,000.00	20050705467	8254	2989	10/19/2005
252 W. Plant St., LLC		10/14/2005	MTG	\$1,275,000.00	20050721109	8266	4454	10/25/2005
West Plant Street Partners, LLC		10/14/2005	AOR		20050721109	8266	4454	10/25/2005
252 W. Plant St., LLC		10/14/2005	AOR		20050721110	8266	4473	10/25/2005
West Plant Street Partners, LLC		10/14/2005	AOR		20050721110	8266	4473	10/25/2005
West Plant Street Partners, LLC			UCC		20050721111	8266	4479	10/25/2005
			UCC		20050721111	8266	4479	10/25/2005
Nicole Daniela Valdes	1333 Windsong Road, Orlando, FL 32806	5/3/2005	MOD		20050722687	8268	615	10/26/2005

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William Haldon Valdes	1333 Windsong Road, Orlando, FL 32806	5/3/2005	MOD		20050722687	8268	615	10/26/2005
Erin N. Masi	8766 The Esplanade, Unit 26, Orlando, FL 32836	10/4/2005	MTG	\$75,000.00	20050722734	8268	777	10/26/2005
Rita Masi	8766 The Esplanade, Unit 26, Orlando, FL 32836	10/4/2005	MTG	\$75,000.00	20050722734	8268	777	10/26/2005
Ben Van Hook	1805 Briercliff Dr., Orlando, FL 32806	9/27/2005	MTG	\$100,000.00	20050741641	8281	54	11/1/2005
Cheryl Van Hook	1805 Briercliff Dr., Orlando, FL 32806	9/27/2005	MTG	\$100,000.00	20050741641	8281	54	11/1/2005
The Winter Park Redevelopment Agency, LTD.		10/31/2005	MTG	\$1,000,000.00	20050741647	8281	67	11/1/2005
The Winter Park Redevelopment Agency, LTD.			UCC		20050741649	8281	89	11/1/2005
The Winter Park Redevelopment Agency, LTD.		10/31/2005	NOC		20050741650	8281	92	11/1/2005
Larry C. Moye	1820 Harrison Ave., Orlando, FL 32804	10/18/2005	MTG	\$25,000.00	20050745079	8283	571	11/2/2005
Larry C. Moye, Jr.	1820 Harrison Ave., Orlando, FL 32804	10/18/2005	MTG	\$25,000.00	20050745079	8283	571	11/2/2005
The Recovery Room of Central Florida, Inc.		10/25/2005	MOD		20050751568	8287	4541	11/4/2005
First Baptist Church of Ocoee, Inc.		10/26/2005	MTG	\$160,000.00	20050752093	8288	1342	11/7/2005
First Baptist Church of Ocoee, Inc.		10/26/2005	AOR		20050752094	8288	1360	11/7/2005
First Baptist Church of Ocoee, Inc.			UCC		20050752095	8288	1366	11/7/2005
Christopher Wren Construction, Inc.		11/7/2005	NOC		20050755007	8290	4024	11/7/2005
Craig T. Ustler	100 S. Eola Dr., #913, Orlando, FL 32801	11/4/2005	MTG	\$425,250.00	20050767681	8300	2550	11/11/2005
Atassi, Inc.		10/25/2005	ASSIGN		20050767896	8300	3195	11/11/2005
Atassi, Inc.		10/25/2005	MOD		20050767897	8300	3198	11/11/2005
Nabavi Square, Inc.		11/9/2005	MTG	\$2,200,000.00	20050770120	8302	3425	11/14/2005
Nabavi Square, Inc.		11/9/2005	AOR		20050770121	8302	3440	11/14/2005
Nabavi Square, Inc.			UCC		20050770122	8302	3446	11/14/2005

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Nabavi Square, Inc.	2233 W. Fairbanks Ave., Winter Park, FL 32789	11/9/2005	NOC		20050770123	8302	3450	11/14/2005
Gregory Thomas Leonard	2233 W. Fairbanks Ave., Winter Park, FL 32789	11/2/2005	AOR		20050779968	8309	268	11/17/2005
Susan Gail Leonard	2233 W. Fairbanks Ave., Winter Park, FL 32789	11/2/2005	AOR		20050779968	8309	268	11/17/2005
Intercoastal Mortgage Company & Associates, Inc.		11/3/2005	ASSIGN		20050779983	8309	320	11/17/2005
Gregory Thomas Leonard	2233 W. Fairbanks Ave., Winter Park, FL 32789	11/2/2005	MTG	\$245,000.00	20050785391	8312	4671	11/21/2005
Susan Gail Leonard	2233 W. Fairbanks Ave., Winter Park, FL 32789	11/2/2005	MTG	\$245,000.00	20050785391	8312	4671	11/21/2005
Consulate, LLC		11/18/2005	MTG	\$770,000.00	20050792197	8318	3094	11/23/2005
Consulate, LLC		11/18/2005	AOR		20050792198	8318	3107	11/23/2005
Consulate, LLC			UCC		20050792199	8318	3113	11/25/2005
Raeford Development, LLC		9/1/2005	MOD		20050795367	8321	1783	11/28/2005
Exclusive Homes, Inc.		11/10/2005	MOD		20050795416	8321	1999	11/28/2005
TLH Properties, Inc.		10/21/2005	MOD		20050797624	8323	2969	11/29/2005
Matrix Development, Inc.		11/18/2005	MOD		20050808194	8332	4695	12/1/2005
Matrix Development, Inc.		11/18/2005	NOC		20050808195	8332	4699	12/1/2005
Realtyfund III, LLC		11/22/2005	MTG	\$6,000,000.00	20050808235	8332	4760	12/1/2005
Realtyfund III, LLC		11/22/2005	AOR		20050808236	8332	4775	12/1/2005
Realtyfund III, LLC			UCC		20050808237	8332	4783	12/1/2005
Orlando North Airpark, Inc.		11/22/2005	MOD		20050815653	8338	3619	12/2/2005
Cynthia J. Eidson	661 Virginia Dr., Winter Park, FL 32789	10/27/2005	MOD		20050815912	8338	4659	12/2/2005
Frank M. Eidson	661 Virginia Dr., Winter Park, FL 32789	10/27/2005	MOD		20050815912	8338	4659	12/2/2005
Stanley M. Alday	310 E. Anderson St., Orlando, FL	11/8/2005	MOD		20050816813	8339	4370	12/3/2005
August 10, 1993		11/30/2005	MTG	\$176,000.00	20050829937	8349	3823	12/6/2005
Celia Carvalho		11/30/2005	MTG	\$176,000.00	20050829937	8349	3823	12/6/2005
Enio Carvalho		11/30/2005	MTG	\$176,000.00	20050829937	8349	3823	12/6/2005
Carvalho Family Trust Dated August 10, 1993		11/30/2005	AOR		20050829938	8349	3838	12/6/2005
Celia Carvalho		11/30/2005	AOR		20050829938	8349	3838	12/6/2005
Enio Carvalho		11/30/2005	AOR		20050829938	8349	3838	12/6/2005
Ana Celia Carvalho		11/15/2005	MTG	\$100,000.00	20050831974	8351	4107	12/7/2005

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Carvalho Family Trust Dated August 10, 1993		11/15/2005	MTG	\$100,000.00	20050831974	8351	4107	12/7/2005
Enio Carvalho		11/15/2005	MTG	\$100,000.00	20050831974	8351	4107	12/7/2005
Ana Celia Carvalho		11/15/2005	AOR		20050831975	8351	4122	12/7/2005
Carvalho Family Trust Dated August 10, 1993		11/15/2005	AOR		20050831975	8351	4122	12/7/2005
Enio Carvalho		11/15/2005	AOR		20050831975	8351	4122	12/7/2005
Carvalho Family Trust Dated August 10, 1993		11/15/2005	AOR		20050831975	8351	4122	12/7/2005
Raeform Development, LLC			UCC		20050831976	8351	4129	12/7/2005
J&R Real Estate, LLC		11/18/2005	AOR		20050832398	8352	368	12/7/2005
Virginia Drive Ferris Avenue, LLC			UCC		20050838140	8357	935	12/8/2005
Virginia Drive Ferris Avenue, LLC		11/30/2005	MTG	\$316,000.00	20050844666	8362	3830	12/9/2005
TLH Properties, Inc.			UCC		20050844668	8362	3856	12/9/2005
		10/29/2005	MOD		20050845350	8365	2437	12/9/2005
John D. Gould	2931 Sunbitten Ct., Windmere, FL 34786	11/29/2005	MOD		20050846316	8364	929	12/12/2005
Pamela J. Gould	2931 Sunbitten Ct., Windmere, FL 34786	11/29/2005	MOD		20050846316	8364	929	12/12/2005
Lawrence A. Samuels	2707 Estep Court, Ocoee, FL 34761	11/28/2005	MOD		20050847458	8364	4586	12/12/2005
Christopher Wren Construction, Inc.		12/8/2005	MOD		20050852999	8369	3249	12/14/2005
Goehring and Morgan Constuction, Inc.		12/8/2005	MTG	\$1,392,000.00	20050853981	8370	1150	12/14/2005
Goehring and Morgan Constuction, Inc.		12/8/2005	NOC		20050853982	8370	1165	12/14/2005
Denise L. Riles	1937 Section Dr., Apopka, FL 32703	11/28/2005	MOD		20050861305	8375	3471	12/16/2005
Orlando Natives, LLC	2800 Plaza Terrace Dr., Unit 2830, Orlando, FL 32803	12/13/2005	MTG	\$126,000.00	20050864433	8378	2708	12/19/2005
Orlando Natives, LLC	2800 Plaza Terrace Dr., Unit 2830, Orlando, FL 32803	12/13/2005	AOR		20050864434	8378	2715	12/19/2005
Orlando Natives, LLC	2800 Plaza Terrace Dr., Unit 2852, Orlando, FL 32803	12/13/2005	MTG	\$122,800.00	20050864460	8378	2773	12/19/2005
Orlando Natives, LLC	2800 Plaza Terrace Dr., Unit 2852, Orlando, FL 32803	12/13/2005	AOR		20050864461	8378	2780	12/19/2005
Orlando Natives, LLC	2800 Plaza Terrace Dr., Unit 2858, Orlando, FL 32803	12/13/2005	MTG	\$97,200.00	20050864490	8378	2933	12/19/2005

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Orlando Natives, LLC	2800 Plaza Terrace Dr., Unit 2858, Orlando, FL 32803	12/13/2005	AOR		20050864491	8378	2940	12/19/2005
Beeline Center, LLC		12/15/2005	MTG	\$4,525,000.00	20050865421	8379	1187	12/19/2005
Beeline Center, LLC		12/15/2005	AOR		20050865422	8379	1214	12/19/2005
Beeline Center, LLC			UCC		20050865423	8379	1220	12/19/2005
Beeline Center, LLC		12/15/2005	NOC		20050865424	8379	1225	12/19/2005
Barbara Sharp	1594 Wise Ave., Orlando, FL	12/9/2005	MTG	\$200,000.00	20050867494	8380	3169	12/20/2005
Barbara Sharp	1594 Wise Ave., Orlando, FL	12/9/2005	AOR		20050867495	8380	3176	12/20/2005
Philip C. Rampy	100 S. Eola Dr., #712, Orlando, FL 32801	11/4/2005	MTG	\$284,000.00	20050870592	8383	524	12/21/2005
Philip C. Rampy	100 S. Eola Dr., #712, Orlando, FL 32801	11/4/2005	AOR		20050870593	8383	531	12/21/2005
Gregory W. Hopcraft		12/16/2005	MOD		20050880149	8391	176	12/29/2005
Kenneth W. Hill	1417 Chichester St., Winter Park, FL 32803	12/14/2005	MOD		20050881109	8391	3687	12/29/2005
Margaret R. Hill	1417 Chichester St., Winter Park, FL 32803	12/14/2005	MOD		20050881109	8391	3687	12/29/2005
H.B. Walker, Inc.	2895 Mercy Dr., Orlando, FL 3288	11/20/2005	MOD		20060006456	8403	3449	1/4/2006
Inez B. Walker Family Limited Partnership	2895 Mercy Dr., Orlando, FL 3288	11/20/2005	MOD		20060006456	8403	3449	1/4/2006
Carol A. McMaster	7753 Lake Andrea Circle, Mount Dora, FL 32757	12/19/2005	MTG	\$40,000.00	20060012172	8408	2490	1/6/2006
Michael L. McMaster	7753 Lake Andrea Circle, Mount Dora, FL 32757	12/19/2005	MTG	\$40,000.00	20060012172	8408	2490	1/6/2006
West Orange Family Medical Care, P.A.		12/30/2005	MTG	\$150,000.00	20060012888	8409	856	1/6/2006
West Orange Family Medical Care, P.A.		12/30/2005	AOR		20060012889	8409	875	1/6/2006
West Orange Family Medical Care, P.A.			UCC		20060012890	8409	881	1/6/2006
West Orange Family Medical Care, P.A.		12/30/2005	NOL		20060012891	8409	884	1/6/2006
TLH Properties, Inc.		12/30/2005	MOD		20060016000	8411	3300	1/6/2006
Lenard E. Rodgers	3612 Corrine Drive, Orlando, FL 32803	12/9/2005	MTG	\$100,000.00	20060019017	8414	577	1/10/2006
Richard W. Johns	1831 Glencoe Road, Winter Park, FL 32789	12/9/2005	MTG	\$300,000.00	20060019091	8414	822	1/10/2006

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Ruth A. Johns	1831 Glencoe Road, Winter Park, FL 32789	12/9/2005	MTG	\$300,000.00	20060019091	8414	822	1/10/2006
David F. Green, Jr.	17115 Picketts Cove Road, Orlando, FL 32820	12/22/2005	MTG	\$100,000.00	20060020605	8415	1661	1/10/2006
Lynda L. Green	17115 Picketts Cove Road, Orlando, FL 32820	12/22/2005	MTG	\$100,000.00	20060020605	8415	1661	1/10/2006
Torodo Properties, LLC		12/30/2005	MTG	\$324,116.00	20060029899	8423	3250	1/12/2006
Torodo Properties, LLC		12/30/2005	AOR		20060029900	8423	3263	1/12/2006
Torodo Properties, LLC			UCC		20060029901	8423	3273	1/12/2006
Orlando DWB's, L.C.	3154 Plaza Terrace Dr., Orlando, FL 32803	1/9/2006	MTG	\$119,300.00	20060032867	8426	2317	1/13/2006
Orlando DWB's, L.C.	3154 Plaza Terrace Dr., Orlando, FL 32803	1/9/2006	AOR		20060032868	8426	2324	1/13/2006
Orlando DWB's, L.C.	3102 Plaza Terrace Dr., Orlando, FL 32803	1/9/2006	MTG	\$124,200.00	20060032948	8426	2655	1/13/2006
Orlando DWB's, L.C.	3102 Plaza Terrace Dr., Orlando, FL 32803	1/9/2006	AOR		20060032949	8426	2662	1/13/2006
Joseph Castiglione	1349 Common Way Rd., Orlando, FL 32814	1/6/2006	MTG	\$213,000.00	20060036580	8429	891	1/17/2006
Joseph Castiglione	1349 Common Way Rd., Orlando, FL 32814	1/6/2006	AOR		20060036581	8429	898	1/17/2006
Torodo Properties, LLC		12/30/2005	MTG	\$397,760.00	20060036644	8429	1113	1/17/2006
Torodo Properties, LLC		12/30/2005	AOR		20060036645	8429	1126	1/17/2006
Torodo Properties, LLC			UCC		20060036646	8429	1136	1/17/2006
D&D Building, LLC		1/12/2006	MTG	\$1,729,507.00	20060038661	8430	4977	1/17/2006
D&D Building, LLC		1/12/2006	AOR		20060038662	8430	4991	1/17/2006
D&D Building, LLC			UCC		20060038663	8430	4998	1/17/2006
Calina Real Estate Holdings, LLC		1/12/2006	NOC		20060038664	8430	5003	1/17/2006
D&D Building, LLC		1/12/2006	NOC		20060038664	8430	5003	1/17/2006
Donna L. Hall	2300 Morning Glory Dr., Orlando, FL 32809	10/21/2005	MTG	\$15,000.00	20060038971	8431	1467	1/17/2006
Michael Hall	2300 Morning Glory Dr., Orlando, FL 32809	10/21/2005	MTG	\$15,000.00	20060038971	8431	1467	1/17/2006
Orlando DWB's, L.C.	3036 Plaza Terrace Dr., Orlando, FL 32803	1/9/2006	MTG	\$97,500.00	20060040296	8432	1741	1/18/2006
Orlando DWB's, L.C.	3036 Plaza Terrace Dr., Orlando, FL 32803	1/9/2006	AOR		20060040297	8432	1748	1/18/2006

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Orlando DWB's, L.C.	32803		1/9/2006	MTG	\$95,900.00	20060040327	8432	1882	1/18/2006
Orlando DWB's, L.C.	32803		1/9/2006	AOR		20060040328	8432	1889	1/18/2006
Castle Designs, Inc.			1/18/2006	MTG	\$475,000.00	20060047238	8437	1992	1/20/2006
Castle Designs, Inc.			1/18/2006	AOR		20060047239	8437	2001	1/20/2006
Castle Designs, Inc.				UCC		20060047240	8437	2006	1/20/2006
The Premier Collections and Auto Body, Inc.			1/12/2006	MTG	\$150,000.00	20060048003	8437	4305	1/20/2006
The Premier Collections and Auto Body, inc.	6127 Old Cheney Hwy and 1102 Tucker Ave., Orlando, FL: 32807		1/12/2006	MTG	\$350,000.00	20060048004	8437	4317	1/20/2006
The Premier Collections and Auto Body, Inc.			1/12/2006	AOR		20060048005	8437	4323	1/20/2006
The Premier Collections and Auto Body, Inc.				UCC		20060048006	8437	4330	1/20/2006
Gina M. Macon			1/12/2006	MTG	\$337,500.00	20060054995	8443	717	1/24/2006
James R. Macon			1/12/2006	MTG	\$337,500.00	20060054995	8443	717	1/24/2006
Gina M. Macon			1/12/2006	AOR		20060054996	8443	739	1/24/2006
James R. Macon			1/12/2006	AOR		20060054996	8443	739	1/24/2006
Gina M. Macon				UCC		20060054997	8443	746	1/24/2006
James R. Macon				UCC		20060054997	8443	746	1/24/2006
Gina M. Macon			1/12/2006	NOC		20060054998	8443	747	1/24/2006
James R. Macon			1/12/2006	NOC		20060054998	8443	747	1/24/2006
Elizabeth A. Copeland			1/12/2006	MTG	\$335,000.00	20060055035	8443	794	1/24/2006
Jonathan Dan Copeland			1/12/2006	MTG	\$335,000.00	20060055035	8443	794	1/24/2006
Elizabeth A. Copeland			1/12/2006	AOR		20060055036	8443	815	1/24/2006
Jonathan Dan Copeland			1/12/2006	AOR		20060055036	8443	815	1/24/2006
Elizabeth A. Copeland				UCC		20060055037	8443	823	1/24/2006
Jonathan Dan Copeland				UCC		20060055037	8443	823	1/24/2006
Elizabeth A. Copeland			1/12/2006	NOC		20060055038	8443	824	1/24/2006
Jonathan Dan Copeland			1/12/2006	NOC		20060055038	8443	824	1/24/2006
Torodo Properties, LLC			12/30/2005	MTG	\$391,600.00	20060057435	8445	633	1/25/2006
Torodo Properties, LLC			12/30/2005	AOR		20060057436	8445	646	1/25/2006
Torodo Properties, LLC				UCC		20060057437	8445	656	1/25/2006
Brenda Brown Holson			1/24/2006	MOD		20060062427	8449	1419	1/26/2006
C. Bruce Gordy			1/24/2006	MOD		20060062427	8449	1419	1/26/2006
CPB Family Partnership, LLLP			1/24/2006	MOD		20060062427	8449	1419	1/26/2006
Ocoee Business Park, LLC			1/24/2006	MOD		20060062427	8449	1419	1/26/2006
Susan Brown Gordy			1/24/2006	MOD		20060062427	8449	1419	1/26/2006

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William A. Brown	3214 Dupree Ave., Orlando, FL	1/24/2006	MOD	20060062427	8449	1419	1/26/2006
Barbara Sharp	3214 Dupree Ave., Orlando, FL	1/23/2006	AOR	20060064283	8450	2422	1/27/2006
Barbara Sharp	3214 Dupree Ave., Orlando, FL	1/23/2006	MTG	\$199,750.00	8450	2426	1/27/2006
Cannon-Hall Development, Inc.		5/25/2005	MOD	20060067312	8452	893	1/30/2006
Mary Joan Dhingra	730 N. Thistle Lane, Maitland, FL 32751	1/19/2006	MTG	\$150,000.00	8453	274	1/30/2006
Donna Gallo	2843 Banchory Road, Winter Park, FL 32792	1/19/2006	MTG	\$150,000.00	8453	280	1/30/2006
Sugarland Business Center, LLC		1/26/2006	MTG	\$2,500,000.00	8455	183	1/31/2006
Sugarland Business Center, LLC		1/26/2006	AOR		8455	212	1/31/2006
Sugarland Business Center, LLC			UCC		8455	218	1/31/2006
Frederick Fowler		1/25/2006	MTG	\$200,000.00	8456	1819	2/1/2006
Donna J. Smith	4203 Lake Lockhart, Orlando, FL 32810	12/9/2005	MOD		8458	3596	2/2/2006
Richard J. Smith, Jr	4203 Lake Lockhart, Orlando, FL 32810	12/9/2005	MOD		8458	3596	2/2/2006
Jerry Kirkland		1/26/2006	MTG	\$240,000.00	8458	3740	2/2/2006
Lannette Kirkland		1/26/2006	MTG	\$240,000.00	8458	3740	2/2/2006
Jerry Kirkland		1/26/2006	AOR		8458	3760	2/2/2006
Lannette Kirkland		1/26/2006	AOR		8458	3760	2/2/2006
Jerry Kirkland			UCC		8458	3764	2/2/2006
Lannette Kirkland			UCC		8458	3764	2/2/2006
Frederick Fowler		1/25/2006	MOD		8462	1747	2/3/2006
Orange Blossom Development Group, LLC		1/31/2006	MOD		8464	1318	2/6/2006
Evan R. Landis	2015 Ivanhoe Road, Orlando, FL 32804	12/26/2005	MOD		8464	1447	2/6/2006
Alfred J. Schell	147 Interlachen Ave., #102, Winter Park, FL 32789	1/31/2006	MOD		8464	1551	2/6/2006
Nora F. Schell	147 Interlachen Ave., #102, Winter Park, FL 32789	1/31/2006	MOD		8464	1551	2/6/2006
Martini Major, LLC		2/2/2006	MOD		8468	4370	2/7/2006
Leigh W. Mycoff		2/6/2006	MTG	\$880,000.00	8469	2187	2/7/2006
Robert L. Mycoff		2/6/2006	MTG	\$880,000.00	8469	2187	2/7/2006
Robert L. Mycoff		2/6/2006	MTG	\$880,000.00	8469	2187	2/7/2006
Leigh W. Mycoff		2/6/2006	AOR		8469	2196	2/7/2006
Robert L. Mycoff		2/6/2006	AOR		8469	2196	2/7/2006

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Leigh W. Mycoff			UCC		20060088981	8469	2201	2/7/2006
Robert L. Mycoff			UCC		20060088981	8469	2201	2/7/2006
Page Street/Orange Avenue LLC	2309 S. Orange Ave. & 107 Page St. Orlando, FL 32806	2/10/2006	MTG	\$325,000.00	20060099861	8477	4560	2/13/2006
Page Street/Orange Avenue LLC	2309 S. Orange Ave. & 107 Page St. Orlando, FL 32806	2/10/2006	AOR		20060099862	8477	4567	2/13/2003
Able Best Agency, Inc.		2/10/2006	MTG	\$200,000.00	20060110511	8486	613	2/17/2006
Able Best Agency, Inc.		2/10/2006	AOR		20060110512	8486	633	2/17/2006
Able Best Agency, Inc.			UCC		20060110513	8486	640	2/17/2006
Mid Point Investments, Inc.		2/16/2006	MTG	\$2,500,000.00	20060112202	8487	938	2/17/2006
Mid Point Investments, Inc.		2/16/2006	AOR		20060112203	8487	954	2/17/2006
Mid Point Investments, Inc.			UCC		20060112204	8487	959	2/17/2006
Stephen W. Brick		2/21/2006	MTG	\$95,000.00	20060128180	8498	3342	2/27/2006
Stephen W. Brick		2/21/2006	AOR		20060128181	8498	3362	2/27/2006
Stephen W. Brick			UCC		20060128182	8498	3366	2/27/2006
Torodo Properties, LLC		12/30/2005	MTG	\$391,600.00	20060129396	6499	3539	2/27/2006
Torodo Properties, LLC		12/30/2005	AOR		20060129396	6499	3562	2/27/2006
Torodo Properties, LLC			UCC		20060129397	8499	3562	2/27/2006
Walker's Grove LLC		2/28/2006	MTG	\$3,000,000.00	20060135798	8504	586	3/1/2006
Walker's Grove LLC		2/28/2006	AOR		20060135799	8504	602	3/1/2006
Walker's Grove LLC			UCC		20060135800	8504	612	3/1/2006
Intercoastal Mortgage Company & Associates, Inc.		2/27/2006	ASSIGN		20060138385	8506	2054	3/2/2006
David Rofe		2/27/2006	MTG	\$472,000.00	20060139079	8506	4066	3/2/2006
Revital Rofe		2/27/2006	MTG	\$472,000.00	20060139079	8506	4066	3/2/2006
David Rofe		2/27/2006	AOR		20060139080	8506	4081	3/2/2006
Revital Rofe		2/27/2006	AOR		20060139080	8506	4081	3/2/2006
David Rofe			UCC		20060139081	8506	4087	3/2/2006
Revital Rofe			UCC		20060139081	8506	4087	3/2/2006
DNA Developers, LLC		2/20/2006	MOD		20060139127	8506	4251	3/2/2006
Glenwood WP, LLC		3/7/2006	MTG	\$157,500.00	20060157846	8521	1539	3/10/2006
Glenwood WP, LLC		3/7/2006	AOR		20060157847	8521	1557	3/10/2006
Glenwood WP, LLC			UCC		20060157848	8521	1563	3/10/2006
Adil Elias		3/9/2006	MTG	\$1,000,000.00	20060159058	8522	735	3/10/2006
Aida Elias		3/9/2006	MTG	\$1,000,000.00	20060159058	8522	735	3/10/2006
Adil Elias		3/9/2006	AOR		20060159059	8522	750	3/10/2006
Aida Elias		3/9/2006	AOR		20060159059	8522	750	3/10/2006

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Adil Elias				UCC		20060159060	8522	755	3/10/2006
Aida Elias				UCC		20060159060	8522	755	3/10/2006
Maria E. Suarez			3/10/2006	MTG	\$985,000.00	20060162934	8524	4999	3/13/2006
Maria E. Suarez			3/10/2006	AOR		20060162935	8524	5014	3/13/2006
Maria E. Suarez			3/10/2006	ASSIGN		20060162936	8524	5021	3/13/2006
Quad 11, LLC			3/9/2006	ASSIGN		20060164520	8526	1423	3/14/2006
Quad 11, LLC			3/7/2006	MTG	\$2,907,580.00	20060164522	8526	1428	3/14/2006
Quad 11, LLC			3/7/2006	AOR		20060164523	8526	1447	3/14/2006
Quad 11, LLC				UCC		20060164524	8526	1453	3/14/2006
Quad 11, LLC			3/7/2006	NOC		20060164525	8526	1456	3/14/2006
Exclusive Homes, Inc.			3/1/2006	MOD		20060166993	8528	1497	3/14/2006
Dan G. Drummond			6/1/2005	MOD		20060172016	8532	706	3/16/2006
Danky Land Trust			6/1/2005	MOD		20060172016	8532	706	3/16/2006
D&D Smith Constructors, Inc.			2/22/2006	ASSIGN		20060174667	8534	907	3/16/2006
D&D Smith Constructors, Inc.				UCC		20060174668	8534	908	3/16/2006
D&D Smith Constructors, Inc.			3/1/2006	MOD		20060174669	8534	910	3/16/2006
Kenneth L. Oyler	500 Lake Ave., Maitland, FL 32751		2/6/2006	MTG	\$250,000.00	20060179647	8537	3514	3/20/2006
R&C Nursery, Inc.			3/9/2006	MTG	\$350,000.00	20060180142	8538	1182	3/20/2006
R&C Nursery, Inc.			3/9/2006	AOR		20060180143	8538	1203	3/20/2006
R&C Nursery, Inc.				UCC		20060180144	8538	1211	3/20/2006
Walker's Grove LLC			2/28/2006	MTG	\$3,000,000.00	20060184986	8541	4711	3/22/2006
Walker's Grove LLC			2/28/2006	AOR		20060184987	8541	4727	3/22/2006
Walker's Grove LLC				UCC		20060184988	8541	4737	3/22/2006
Carolina Florida Properties AF#2, Inc.			3/15/2006	MOD		20060186986	8543	744	3/22/2006
Carolina Florida Properties AF#2, Inc.			3/15/2006	MTG	\$3,000,000.00	20060186987	8543	758	3/22/2006
Exclusive Homes, Inc.			3/3/2006	MOD		20060191465	8546	3476	3/24/2006
Straubinger, Inc.			3/23/2006	MTG	\$340,000.00	20060202033	8554	4065	3/29/2006
Straubinger, Inc.			3/23/2006	ASSIGN		20060202034	8554	4080	3/29/2006
Straubinger, Inc.			3/23/2006	AOR		20060202035	8554	4086	3/29/2006
Straubinger, Inc.				UCC		20060202036	8554	4094	3/29/2006
R&K Construction Group, LLC			3/3/2006	MTG	\$256,000.00	20060202669	8555	1548	3/29/2006
R&K Construction Group, LLC			3/3/2006	AOR		20060202670	8555	1567	3/29/2006
R&K Construction Group, LLC				UCC		20060202671	8555	1576	3/29/2006
R&K Construction Group, LLC			3/3/2006	NOC		20060202672	8555	1579	3/29/2006

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333 South Orange Avenue Land Trust		3/27/2006	MOD		20060207033	8558	615	3/31/2006
Daryl M. Carter		3/27/2006	MOD		20060207033	8558	615	3/31/2006
Cox Torres Real Estate Partnership, LLC		3/22/2006	MTG	\$1,050,000.00	20060207321	8558	1797	3/31/2006
Cox Torres Real Estate Partnership, LLC		3/22/2006	AOR		20060207322	8558	1815	3/31/2006
Cox Torres Real Estate Partnership, LLC		3/31/2006	UCC		20060207323	8558	1820	3/31/2006
Cox Torres Real Estate Partnership, LLC		3/22/2006	MTG	\$265,000.00	20060207324	8558	1823	3/31/2006
Cox Torres Real Estate Partnership, LLC		3/22/2006	AOR		20060207325	8558	1841	3/31/2006
Cox Torres Real Estate Partnership, LLC			UCC		20060207326	8558	1846	3/31/2006
Barry Stoyer	1012 Kasper Drive, Orlando, FL 32806	3/3/2006	MTG	\$25,000.00	20060215765	8565	4035	4/4/2006
Georgia Stoyer	1012 Kasper Drive, Orlando, FL 32806	3/3/2006	MTG	\$25,000.00	20060215765	8565	4035	4/4/2006
S.T.E. Electrical Systems, Inc.		3/17/2006	MOD		20060216881	8567	5	4/5/2006
JY II Development, LLC		4/4/2006	MTG	\$3,854,250.00	20060219386	8568	4486	4/5/2006
JY II Development, LLC		4/4/2006	AOR		20060219387	8568	4501	4/5/2006
JY II Development, LLC			UCC		20060219388	8568	4508	4/5/2006
JY II Development, LLC		4/4/2006	NOC		20060219389	8568	4512	4/5/2006
Joellen Riesterer	126 Wigwam Place, Maitland, FL 32751	2/16/2006	MTG	\$135,000.00	20060220384	8569	3522	4/5/2006
Karl F. Riesterer, Jr.	126 Wigwam Place, Maitland, FL 32751	2/16/2006	MTG	\$135,000.00	20060220384	8569	3522	4/5/2006
Geomat Investments, LLC		3/30/2006	MTG	\$393,750.00	20060223035	8571	2055	4/6/2006
Geomat Investments, LLC		3/30/2006	AOR		20060223036	8571	2074	4/6/2006
Geomat Investments, LLC			UCC		20060223037	8571	2081	4/6/2006
Summerport Residential Property Owners' Association, Inc.		4/6/2006	MTG	\$725,000.00	20060230043	8576	4099	4/10/2006
Summerport Residential Property Owners' Association, Inc.		4/6/2006	AOR		20060230044	8576	4117	4/10/2006
Summerport Residential Property Owners' Association, Inc.			UCC		20060230045	8576	4123	4/10/2006

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Orlando Natives, LLC	350 Carolina Ave., Unit 307, Winter Park, FL 32789	3/31/2006	MTG	\$348,000.00	20060235217	8580	4590	4/12/2006
Orlando Natives, LLC	350 Carolina Ave., Unit 307, Winter Park, FL 32789	3/31/2006	AOR		20060235218	8580	4597	4/12/2006
Anderson's Can Line Fabrication Equipment, Inc.	2208 Stillwater Ave., Apopka, FL 32703	4/6/2006	MOD		20060250003	8591	4191	4/18/2006
David E. Bressier	1304 Green Cove Road, Winter Park, FL 32789	4/7/2006	MTG	\$116,957.72	20060256851	8596	4500	4/19/2006
Robin W. Bressier	1304 Green Cove Road, Winter Park, FL 32789	4/7/2006	MTG	\$116,957.72	20060256851	8596	4500	4/19/2006
Frederick Fowler	711 Harvard St., Orlando, FL 32804	12/30/2004	AOR		20060259753	8598	4729	4/20/2006
Mark L. Horwitz	17 E. Pine St., Orlando, FL 32801	3/24/2006	MOD		20060277583	8612	1454	4/27/2006
Assisted Care Living at Forest Cove, LTD.		4/19/2006	ASSIGN		20060277605	8612	1539	4/27/2006
Assisted Care Living at Forest Cove, LTD.		4/19/2006	MOD		20060277606	8612	1543	4/27/2006
Assisted Care Living at Forest Cove, LTD.		4/19/2006	ASSIGN		20060277607	8612	1558	4/27/2006
Assisted Care Living at Forest Cove, LTD.			UCC		20060277608	8612	1564	4/27/2006
Harb Brothers, Inc.		4/24/2006	MTG	\$1,300,000.00	20060278004	8612	3416	4/27/2006
Harb Brothers, Inc.		4/24/2006	AOR		20060278005	8612	3443	4/27/2006
Harb Brothers, Inc.			UCC		20060278006	8612	3448	4/27/2006
Diane K. Carollo	1762 Elizabeths Walk, Winter Park, FL 32789	4/21/2006	MTG	\$150,000.00	20060281866	8615	2060	5/1/2006
Phillip W. Carollo	1762 Elizabeths Walk, Winter Park, FL 32789	4/21/2006	MTG	\$150,000.00	20060281866	8615	2060	5/1/2006
Walker's Grove LLC		4/12/2006	MOD		20060283616	8616	3450	5/2/2006
TOBO Properties, LLC	610 Rugby St., Orlando, FL 32804	5/1/2006	MTG	\$388,000.00	20060284719	8617	2475	5/2/2006
Lake Mary Investments, Inc.		4/25/2006	MOD		20060286607	8619	1986	5/3/2006
Marcus P. Hooker		5/1/2006	MTG	\$700,000.00	20060300082	8629	224	5/9/2006
Mark H. Dew		5/1/2006	MTG	\$700,000.00	20060300082	8629	224	5/9/2006
Theresa A. Dew		5/1/2006	MTG	\$700,000.00	20060300082	8629	224	5/9/2006
Mark H. Dew			UCC		20060300083	8629	236	5/9/2006
Theresa A. Dew			UCC		20060300083	8629	236	5/9/2006
Justen Properties LLC	14401 Islevie Dr., Winter Garden, FL 34787	5/3/2006	MTG	\$420,000.00	20060313509	8638	207	5/12/2006



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Nancy Czesnakowicz	936 S. Lake Adair Blvd., Orlando, FL 32804	4/25/2006	MTG	\$250,000.00	20060313574	8638	441	5/12/2006
Robert Czesnakowicz	936 S. Lake Adair Blvd., Orlando, FL 32804	4/25/2006	MTG	\$250,000.00	20060313574	8638	441	5/12/2006
Dona R. Stallings		4/18/2006	MTG	\$100,000.00	20060316549	8640	2393	5/15/2006
Euell E. Stallings, Jr.		4/18/2006	MTG	\$100,000.00	20060316549	8640	2393	5/15/2006
Thomas Properties, LLC		3/8/2006	MTG	\$250,000.00	20060328534	8650	1573	5/18/2006
Thomas Properties, LLC		3/8/2006	AOR		20060328535	8650	1593	5/18/2006
Paul W. Wilson	1417 S. Bumby Ave., Orlando, FL 32806	3/23/2006	MTG	\$200,000.00	20060332779	8653	1942	5/19/2006
Paul W. Wilson	1417 S. Bumby Ave., Orlando, FL 32806	3/23/2006	AOR		20060332780	8653	1949	5/19/2006
Denning Partners, LTD		5/12/2006	MTG	\$3,000,000.00	20060335061	8654	3959	5/22/2006
Denning Partners, LTD		5/12/2006	AOR		20060335062	8654	3973	5/22/2006
Denning Partners, LTD			UCC		20060335063	8654	3981	5/22/2006
Baking Entertainment, LLC	6450 Kingspointe Pkwy., Unit 9, Orlando, FL 32819	5/9/2006	MTG	\$133,000.00	20060336478	8656	289	5/22/2006
Baking Entertainment, LLC	6450 Kingspointe Pkwy., Unit 9, Orlando, FL 32819	5/9/2006	AOR		20060336502	8656	400	5/22/2006
Dawn Dill	81 Interlaken Rd., Orlando, FL 32804	5/11/2006	MTG	\$750,000.00	20060336511	8656	432	5/22/2006
Steven M. Dill	81 Interlaken Rd., Orlando, FL 32804	5/11/2006	MTG	\$750,000.00	20060336511	8656	432	5/22/2006
C. Frank Walters, Jr.	10326 Down Lakeview Cirlice, Windermere, FL 34786	4/10/2006	MTG	\$150,000.00	20060348699	8665	1223	5/25/2006
Gondola Development, LLC		5/26/2006	MOD		20060356981	8671	1920	5/30/2006
Luz Tabares		5/24/2006	MTG	\$428,000.00	20060358659	8672	1924	5/31/2006
Wilson Tabares		5/24/2006	MTG	\$428,000.00	20060358659	8672	1924	5/31/2006
Luz Tabares		5/24/2006	AOR		20060358660	8672	1939	5/31/2006
Wilson Tabares		5/24/2006	AOR		20060358660	8672	1939	5/31/2006
Luz Tabares			UCC		20060358661	8672	1946	5/31/2006
Wilson Tabares			UCC		20060358661	8672	1946	5/31/2006
James W. Dixon	1207 Vassar St., Orlando, FL 32804	5/15/2006	MTG	\$100,000.00	20060366631	8678	2079	6/2/2006
Sanderson Land & Development, LLC	1309 Wilfred Drive, Orlando, FL 32803	5/9/2006	MTG	\$160,000.00	20060370273	8681	1965	6/5/2006

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Sanderson Land & Development, LLC	1309 Wilfred Drive, Orlando, FL 32803	5/9/2006	AOR		20060370274	8681	1971	6/5/2006
McCormick Road, LLC		4/28/2006	MOD		20060370673	8681	4049	6/6/2006
Attiva, LLC		5/25/2006	MOD		20060370818	8681	4694	6/6/2006
Bates Driscoll Construction, Inc.		5/31/2006	MTG	\$63,500.00	20060377979	8687	3317	6/8/2006
Bates Driscoll Construction, Inc.		5/31/2006	AOR		20060377980	8687	3329	6/8/2006
Bates Driscoll Construction, Inc.			UCC		20060377981	8687	3338	6/8/2006
Deborah A. Cook	1140 Audubon Place, Orlando, FL 32804	5/8/2006	MOD		20060380976	8689	4210	6/9/2006
Thomas E. Cook	1140 Audubon Place, Orlando, FL 32804	5/8/2006	MOD		20060380976	8689	4210	6/9/2006
Financial Systems Management, Inc.		4/14/2006	MOD		20060381184	8690	164	6/9/2006
Curtis W. Hanson	1607 Aloma Ave. & 1052-1054 Azalea Lane, Winter Park, FL 32789	4/14/2006	MOD		20060381276	8690	605	6/9/2006
McCree, Inc.		5/26/2006	MOD		20060389806	8696	3991	6/13/2006
Alden Limited, Inc.		5/26/2006	MOD		20060389859	8696	4335	6/13/2006
Amy M. Barlow		6/15/2006	MTG	\$205,208.00	20060402889	8705	4669	6/19/2006
Gregory D. Barlow		6/15/2006	MTG	\$205,208.00	20060402889	8705	4669	6/19/2006
Denning Partners, LTD		6/13/2006	MOD		20060405103	8707	3966	6/20/2006
Barbara B.E. Sauerwein		5/16/2006	MTG	\$400,000.00	20060412804	8714	1801	6/22/2006
Barbara Hutto		5/16/2006	MTG	\$400,000.00	20060412804	8714	1801	6/22/2006
Ernest L. Hutto		5/16/2006	MTG	\$400,000.00	20060412804	8714	1801	6/22/2006
Barbara B.E. Sauerwein		5/16/2006	AOR		20060412805	8714	1826	6/22/2006
Barbara Hutto		5/16/2006	AOR		20060412805	8714	1826	6/22/2006
Ernest L. Hutto		5/16/2006	AOR		20060412805	8714	1826	6/22/2006
Barbara Hutto			UCC		20060412806	8714	1832	6/22/2006
Ernest L. Hutto			UCC		20060412806	8714	1832	6/22/2006
Intercoastal Mortgage Company & Associates, Inc.		6/14/2006	ASSIGN		20060412815	8714	1910	6/22/2006
TLH Properties, Inc.		6/1/2006	MOD		20060413182	8714	3635	6/22/2006
Gary E. Jackson	2125 Weber St., Orlando, FL 32803	6/9/2006	MTG	\$62,000.00	20060422703	8721	3791	6/27/2006
Mary L. Jackson	2125 Weber St., Orlando, FL 32803	6/9/2006	MTG	\$62,000.00	20060422703	8721	3791	6/27/2006
Amy M. Barlow	1135 West Yates St., Orlando, FL 32804	6/15/2006	MTG	\$100,000.00	20060428963	8725	4599	6/29/2006

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Gregory D. Barlow	1135 West Yates St., Orlando, FL 32804	6/15/2006	MTG	\$100,000.00	20060428963	8725	4599	6/29/2006
Aragon Villas, Inc.		6/28/2006	MTG	\$1,500,000.00	20060429529	8726	2354	6/29/2006
Aragon Villas, Inc.		6/28/2006	AOR		20060429530	8726	2380	6/29/2006
Aragon Villas, Inc.			UCC		20060429531	8726	2387	6/29/2006
Aragon Villas, Inc.		6/28/2006	NOC		20060429532	8726	2391	6/29/2006
Aragon Villas, Inc.		6/28/2006	NOC		20060429533	8726	2392	6/29/2006
Aragon Villas, Inc.		6/28/2006	NOC		20060429534	8726	2393	6/29/2006
Walters Land Development, LC	5965 Hibiscus Road, Orlando, FL 32807	6/9/2006	MTG	\$189,458.50	20060430467	8727	1026	6/30/2006
Jerry Kirkland		6/22/2006	MOD		20060434202	8730	294	7/3/2006
Lannette Kirkland		6/22/2006	MOD		20060434202	8730	294	7/3/2006
Jeffrey R. Junod	1245 Wilkinson St., Orlando, FL 32803	6/23/2006	MOD		20060436152	8731	1916	7/3/2006
Rebecca B. Junod	1245 Wilkinson St., Orlando, FL 32803	6/23/2006	MOD		20060436152	8731	1916	7/3/2006
Donald L. Behrmann	1319 Chapman Circle, Winter Park, FL 32789	6/19/2006	MTG	\$200,000.00	20060436554	8731	3609	7/3/2006
Martha M. Behrmann	1319 Chapman Circle, Winter Park, FL 32789	6/19/2006	MTG	\$200,000.00	20060436554	8731	3609	7/3/2006
Dara Treadwell		5/30/2006	MOD		20060438374	8732	4591	7/5/2006
James E. Treadwell		5/30/2006	MOD		20060438374	8732	4591	7/5/2006
Carol Robbins	809 Driver Ave., Winter Park, FL 32789	6/20/2006	MTG	\$100,000.00	20060439866	8734	1172	7/5/2006
Wayne Robbins	809 Driver Ave., Winter Park, FL 32789	6/20/2006	MTG	\$100,000.00	20060439866	8734	1172	7/5/2006
Lorna Malcolm		6/30/2006	MTG	\$424,000.00	20060447540	8739	2211	7/7/2006
Richard Malcolm		6/30/2006	MTG	\$424,000.00	20060447540	8739	2211	7/7/2006
Lorna Malcolm		6/30/2006	AOR		20060447541	8739	2225	7/7/2006
Richard Malcolm		6/30/2006	AOR		20060447541	8739	2225	7/7/2006
Lorna Malcolm			UCC		20060447542	8739	2233	7/7/2006
Richard Malcolm			UCC		20060447542	8739	2233	7/7/2006
Raeford Development, LLC		6/30/2006	MOD		20060448691	8740	1883	7/7/2006
Gary A. Vallancourt	2771 South Apopka Blvd., Apopka, FL 32703	5/23/2006	MOD		20060448938	8740	2643	7/7/2006
University Professional Building, LLC		6/28/2006	MTG	\$817,500.00	20060449040	8740	3064	7/7/2006

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University Professional Building, LLC		6/28/2006	AOR		20060449041	8740	3084	7/7/2006
University Professional Building, LLC			UCC		20060449042	8740	3092	7/7/2006
Eugenia G. Johns	2631 Golfridge Lane, Apopka, FL 32712	7/3/2006	MTG	\$35,000.00	20060472608	8759	3857	7/19/2006
Orlando North Airpark, Inc.		6/24/2006	MOD		20060476594	8762	4945	7/20/2006
R2-V2 DOWNTOWN, LLC		7/24/2006	MTG	\$845,000.00	20060486743	8771	2189	7/25/2006
R2-V2 DOWNTOWN, LLC		7/24/2006	AOR		20060486744	8771	2204	7/25/2006
R2-V2 DOWNTOWN, LLC			UCC		20060486745	8771	2212	7/25/2006
Robco Apopka Park, LLC	718 S. Park Avenue, Apopka, FL 32703	7/20/2006	MTG	\$275,000.00	20060494049	8777	1038	7/28/2006
Robco Apopka Park, LLC	718 S. Park Avenue, Apopka, FL 32703	7/20/2006	AOR		20060496111	8778	2538	7/31/2006
749 North Garland, L.L.C.		7/31/2006	MTG	\$3,300,000.00	20060504855	8783	4529	8/2/2006
749 North Garland, L.L.C.		7/31/2006	AOR		20060504856	8783	4544	8/2/2006
749 North Garland, L.L.C.			UCC		20060504857	8783	4549	8/2/2006
749 North Garland, L.L.C.		7/31/2006	NOC		20060504858	8783	4552	8/2/2006
Page Street/Orange Avenue LLC		7/31/2006	MOD		20060505400	8784	1918	8/3/2006
Grand Vista Properties, Inc.			UCC		20060509090	8787	926	8/4/2006
Grand Vista Properties, Inc.		8/1/2006	MTG	\$280,000.00	20060509091	8787	929	8/4/2006
Grand Vista Properties, Inc.		8/1/2006	AOR		20060509092	8787	948	8/4/2006
Grand Vista Properties, Inc.		8/1/2006	MTG	\$126,000.00	20060509214	8787	1262	8/4/2006
Grand Vista Properties, Inc.		8/1/2006	AOR		20060509215	8787	1281	8/4/2006
Grand Vista Properties, Inc.			UCC		20060509216	8787	1289	8/4/2006
Fred M. Humphrey		8/3/2006	MOD		20060509646	8787	2586	8/4/2006
Roseann Latta		8/3/2006	MOD		20060509646	8787	2586	8/4/2006
Fred M. Humphrey			UCC		20060509647	8787	2591	8/4/2006
Roseann Latta			UCC		20060509647	8787	2591	8/4/2006
Straubinger, Inc.		7/28/2006	MTG	\$3,400,000.00	20060511168	8788	2640	8/4/2006
Taft Holdings, Inc.		7/28/2006	MTG	\$3,400,000.00	20060511168	8788	2640	8/4/2006
Straubinger, Inc.		7/28/2006	AOR		20060511169	8788	2655	8/4/2006
Taft Holdings, Inc.		7/28/2006	AOR		20060511169	8788	2655	8/4/2006
Straubinger, Inc.		7/28/2006	AOR		20060511170	8788	2661	8/4/2006
Taft Holdings, Inc.		7/28/2006	AOR		20060511170	8788	2661	8/4/2006
Straubinger, Inc.			UCC		20060511173	8788	2681	8/4/2006
Taft Holdings, Inc.			UCC		20060511173	8788	2681	8/4/2006

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D&D Building, LLC		7/26/2006	MOD		20060521449	8796	4151	8/9/2006
3700 Conway Road, LLC		7/14/2006	MTG	\$243,750.00	20060535596	8806	3598	8/15/2006
Bach Investment Group, Inc.		8/8/2006	MTG	\$3,135,000.00	20060535691	8806	3974	8/15/2006
Bach Investment Group, Inc.		8/8/2006	AOR		20060535692	8806	3993	8/15/2006
Bach Investment Group, Inc.			UCC		20060535693	8806	4001	8/15/2006
Hobby Homes, Inc.		6/30/2006	MOD		20060550266	8818	453	8/21/2006
Shirer Development LLC		6/30/2006	MOD		20060550266	8818	453	8/21/2006
Cape Light Development 2, LLC		8/14/2006	MTG	\$1,056,000.00	20060572050	8834	2368	8/29/2006
Cape Light Development 2, LLC		8/14/2006	AOR		20060572051	8834	2383	8/29/2006
Cape Light Development 2, LLC		8/29/2006	NOC		20060572794	8834	4763	8/29/2006
Richard L. Booth	1038 S. Kentucky Ave., Winter Park, FL 32789	8/14/2006	MTG	\$500,000.00	20060574803	8836	4335	8/30/2006
Richard L. Booth	1038 S. Kentucky Ave., Winter Park, FL 32789	8/14/2006	AOR		20060574804	8836	4342	8/30/2006
Long Farms North Limited Partnership		8/30/2006	MTG	\$2,300,000.00	20060578184	8838	3435	8/31/2006
Long Farms North Limited Partnership		8/30/2006	AOR		20060578185	8838	3455	8/31/2006
Long Farms North Limited Partnership			UCC		20060578186	8838	3459	8/31/2006
Long Farms North Limited Partnership		8/30/2006	NOC		20060578187	8838	3462	8/31/2006
Linda H. McCree	945 Lake Adair Blvd., Orlando, FL 32804	8/4/2006	MTG	\$500,000.00	20060582685	8841	4095	9/5/2006
Richard T. McCree, Sr.	945 Lake Adair Blvd., Orlando, FL 32804	8/4/2006	MTG	\$500,000.00	20060582685	8841	4095	9/5/2006
Magery L. Matonis	13265 Kirby Smith Road, Orlando, FL 32832	8/16/2006	MTG	\$250,000.00	20060582690	8841	4115	9/5/2006
Stephen J. Matonis	13265 Kirby Smith Road, Orlando, FL 32832	8/16/2006	MTG	\$250,000.00	20060582690	8841	4115	9/5/2006
Jerald A. Davis	2223 Viscount Row, Orlando, FL 32809	8/28/2006	MTG	\$200,000.00	20060597188	8852	1178	9/11/2006
Jerald A. Davis Revocable Trust dated 12-04-2001	2223 Viscount Row, Orlando, FL 32809	8/28/2006	MTG	\$200,000.00	20060597188	8852	1178	9/11/2006
Jerald A. Davis	2223 Viscount Row, Orlando, FL 32809	8/28/2006	AOR		20060597190	8852	1186	9/11/2006

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Jerald A. Davis Revocable Trust dated 12-04-2001	2223 Viscount Row, Orlando, FL 32809	8/28/2006	AOR		20060597190	8852	1186	9/11/2006
Juliza Gonzalez	12101 Sandal Creek Way, Orlando, FL 32824	7/21/2006	MTG	\$20,000.00	20060604427	8858	2232	9/13/2006
Jayne Freitas	1435 Waltham Ave., Orlando, FL 32809	8/29/2006	MOD		20060607517	8860	3631	9/14/2006
Jennifer Freitas	1435 Waltham Ave., Orlando, FL 32809	8/29/2006	MOD		20060607517	8860	3631	9/14/2006
Carole J. Delozier		9/6/2006	MTG	\$570,000.00	20060608136	8861	1296	9/14/2006
John Delozier		9/6/2006	MTG	\$570,000.00	20060608136	8861	1296	9/14/2006
Carole J. Delozier			UCC		20060608137	8861	1311	9/14/2006
John Delozier			UCC		20060608137	8861	1311	9/14/2006
Boxley Enterprises, Inc		8/31/2006	MOD		20060612135	8864	465	9/15/2006
Boxley Enterprises, Inc			UCC		20060612136	8864	469	9/15/2006
Colonial Drive Partners, LLC		9/15/2006	MTG	\$2,600,000.00	20060614521	8865	3813	9/18/2006
Colonial Drive Partners, LLC			UCC		20060614522	8865	3843	9/18/2006
Thornton Common, LLC		8/23/2006	MOD		20060620113	8870	450	9/19/2006
My Old Kentucky Warehouse, Inc.		9/5/2006	MOD		20060620250	8870	1166	9/19/2006
My Old Kentucky Warehouse, Inc.		9/5/2006	AOR		20060620251	8870	1171	9/19/2006
My Old Kentucky Warehouse, Inc.			UCC		20060620252	8870	1177	9/19/2006
Pamela M. Barnard	1408 Sovereign Ct., Orlando, FL 32804	9/13/2006	MTG	\$450,000.00	20060623709	8872	4318	9/20/2006
William P. Barnard	1408 Sovereign Ct., Orlando, FL 32804	9/13/2006	MTG	\$450,000.00	20060623709	8872	4318	9/20/2006
Michael M. Tripp	1501 Benwyn Rd., Orlando, FL 32806	9/7/2006	MTG	\$15,000.00	20060625100	8873	4521	9/21/2006
DWB Investors II, LLC		9/20/2006	MTG	\$1,933,750.00	20060629171	8877	906	9/22/2006
DWB Investors II, LLC			UCC		20060629172	8877	929	9/22/2006
J. Gary Miller	571 N. lake Sybelia Dr., Maitland, FL 32751	9/11/2006	MOD		20060630459	8878	857	9/22/2006
Stacey L. Miller	571 N. lake Sybelia Dr., Maitland, FL 32751	9/11/2006	MOD		20060630459	8878	857	9/22/2006
Gwen Claire Lennox	270 W. Reading Way, Winter Park, FL 32789	8/7/2006	MTG	\$150,000.00	20060633239	8879	4522	9/25/2006

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Gwen Claire Lennox Trust dtd 2/22/05	270 W. Reading Way, Winter Park, FL 32789	8/7/2006	MTG	\$150,000.00	20060633239	8879	4522	9/25/2006
Barbara A. Brannon	6109 Greatwater Dr., Windermere, FL 34786	4/3/2006	MTG	\$1,000,000.00	20060638402	8883	2434	9/26/2006
Linwood L. Brannon	6109 Greatwater Dr., Windermere, FL 34786	4/3/2006	MTG	\$1,000,000.00	20060638402	8883	2434	9/26/2006
Barbara A. Brannon	6109 Greatwater Dr., Windermere, FL 34786, 9954 Spring Lake Dr., and XXXXCounty Road 561, Claremont, FL 34711	4/14/2006	AOR		20060638403	8883	2440	9/26/2006
Linwood L. Brannon	6109 Greatwater Dr., Windermere, FL 34786, 9954 Spring Lake Dr., and XXXXCounty Road 561, Claremont, FL 34711	4/14/2006	AOR		20060638403	8883	2440	9/26/2006
Joyce M. Cicero	7853 Compass Dr., Orlando, FL 32810	9/14/2006	MTG	\$15,000.00	20060647436	8889	4576	9/29/2006
Robert B. Cicero	7853 Compass Dr., Orlando, FL 32810	9/14/2006	MTG	\$15,000.00	20060647436	8889	4576	9/29/2006
Gregory Thomas Leonard	2233 W. Fairbanks Ave., Winter Park, FL 32789	9/21/2006	MOD		20060648410	8890	1804	9/29/2006
Susan Gail Leonard	2233 W. Fairbanks Ave., Winter Park, FL 32789	9/21/2006	MOD		20060648410	8890	1804	9/29/2006
Orange Blossom Development Group, LLC		7/28/2006	MOD		20060649367	8890	5000	9/29/2006
Orange Blossom Development Group, LLC		9/28/2006	MOD		20060649374	8891	38	9/29/2006
Ana Celia Carvalho		9/27/2006	MTG	\$484,000.00	20060658651	8898	940	10/4/2006
Carvalho Family Trust Dated August 10, 1993		9/27/2006	MTG	\$484,000.00	20060658651	8898	940	10/4/2006
Enio Carvalho		9/27/2006	AOR		20060658652	8898	955	10/4/2006
Ana Celia Carvalho		9/27/2006	AOR		20060658652	8898	955	10/4/2006
Carvalho Family Trust Dated August 10, 1993		9/27/2006	AOR		20060658652	8898	955	10/4/2006
Enio Carvalho		9/27/2006	AOR		20060658652	8898	955	10/4/2006
Carvalho Family Trust Dated August 10, 1993		9/27/2006	AOR		20060658652	8898	955	10/4/2006
Colonial Drive Partners, LLC		10/2/2006	UCC		20060658653	8898	962	10/4/2006
		10/2/2006	MOD		20060659756	8899	1745	10/4/2006

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Colonial Drive Partners, LLC			UCC		20060659757	8899	1750	10/4/2006
JCASH-3, Inc.			MTG	\$1,650,000.00	20060659833	8899	2113	10/4/2006
JCASH-3, Inc.			AOR		20060659834	8899	2121	10/4/2006
JCASH-3, Inc.			UCC		20060659835	8899	2124	10/4/2006
JCASH-3, Inc.			NOC		20060659836	8899	2128	10/4/2006
Nadeer Dennis Alie	1224 & 1021 N. Pine Hills Road, Orlando, FL 32808		MOD		20060660257	8899	3111	10/5/2006
Page Street/Orange Avenue LLC			MOD		20060661027	8900	1107	10/5/2006
Russell E. McDaniel	4510 Koger St., Orlando, FL 32806		MTG	\$150,000.00	20060663461	8902	1346	10/5/2006
Robert Hoffman	431 E. Crystal Lake St., Apopka, FL 32806		MTG	\$15,000.00	20060663462	8902	1352	10/5/2006
Lloyd H. Beery	103 Nashville Ave., Orlando, FL 32805		AOR		20060664838	8903	2901	10/6/2006
Lloyd H. Beery	103 Nashville Ave., Orlando, FL 32805		MTG	\$250,000.00	20060664870	8903	3097	10/6/2006
Lake Bennet Professional Offices, LLC.			MTG	\$1,309,020.00	20060665511	8904	363	10/6/2006
Lake Bennet Professional Offices, LLC.			AOR		20060671802	8909	2815	10/10/2006
Lake Bennet Professional Offices, LLC.			UCC		20060671803	8909	2823	10/10/2006
Inez B. Walker	2895 Mercy Dr., Orlando, FL 3288		MOD		20060671986	8909	3424	10/10/2006
Inez B. Walker Family Limited Partnership	2895 Mercy Dr., Orlando, FL 3288		MOD		20060671986	8909	3424	10/10/2006
Colantuoni Investments LLC			MTG	\$370,500.00	20060676716	8913	270	10/12/2006
Colantuoni Investments LLC			AOR		20060676717	8913	283	10/12/2006
Colantuoni Investments LLC			UCC		20060676718	8913	289	10/12/2006
David E. Hooper	258 Kentucky Blue Circle, Apopka, FL 32712		MTG	\$200,000.00	20060677431	8913	3460	10/13/2006
Nadena W. Hooper	258 Kentucky Blue Circle, Apopka, FL 32712		MTG	\$200,000.00	20060677431	8913	3460	10/13/2006
Page Street/Orange Avenue LLC			MOD		20060706035	8935	4211	10/25/2006
Ameena Shah			MTG	\$75,000.00	20060708412	8937	3203	10/26/2006
Francis Simone Smith			MTG	\$75,000.00	20060708412	8937	3203	10/26/2006
Khadine Shah			MTG	\$75,000.00	20060708412	8937	3203	10/26/2006
Raymond E. Davis			MTG	\$75,000.00	20060708412	8937	3203	10/26/2006
Sharine Karim			MTG	\$75,000.00	20060708412	8937	3203	10/26/2006

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Ameena Shah		10/18/2006	AOR		20060708413	8937	3224	10/26/2006
Francis Simone Smith		10/18/2006	AOR		20060708413	8937	3224	10/26/2006
Khadine Shah		10/18/2006	AOR		20060708413	8937	3224	10/26/2006
Sharine Karim		10/18/2006	AOR		20060708413	8937	3224	10/26/2006
Ameena Shah			UCC		20060708414	8937	3229	10/26/2006
Francis Simone Smith			UCC		20060708414	8937	3229	10/26/2006
Sharine Karim			UCC		20060708414	8937	3229	10/26/2006
Ameena Shah		10/18/2006	NOC		20060708415	8937	3234	10/26/2006
Francis Simone Smith		10/18/2006	NOC		20060708415	8937	3234	10/26/2006
Khadine Shah		10/18/2006	NOC		20060708415	8937	3234	10/26/2006
Sharine Karim		10/18/2006	NOC		20060708415	8937	3234	10/26/2006
H.B. Watson, Jr.		10/17/2006	MTG	\$249,000.00	20060715417	8942	1657	10/30/2006
Horace Brown Watson, Jr.		10/17/2006	MTG	\$249,000.00	20060715417	8942	1657	10/30/2006
H.B. Watson, Jr.		10/17/2006	AOR		20060715418	8942	1676	10/30/2006
Horace Brown Watson, Jr.		10/17/2006	AOR		20060715418	8942	1676	10/30/2006
Horace Brown Watson, Jr.			UCC		20060715419	8942	1680	10/30/2006
SIPP, LLC		10/11/2006	MTG	\$213,750.00	20060717422	8943	3835	10/31/2006
SIPP, LLC			AOR		20060717423	8943	3848	10/31/2006
V Enterprises, LLC		10/31/2006	MTG	\$688,000.00	20060726238	8950	4588	11/2/2006
V Enterprises, LLC		10/31/2006	AOR		20060726239	8950	4602	11/2/2006
V Enterprises, LLC			UCC		20060726240	8950	4608	11/2/2006
V Enterprises, LLC		10/31/2006	NOC		20060726241	8950	4612	11/2/2006
V Enterprises, LLC		10/31/2006	NOC		20060726242	8950	4613	11/2/2006
Orlando Natives, LLC	317 E. Amelia St. #2, Orlando, FL 32801	9/14/2006	MTG	\$166,400.00	20060726861	8951	2509	11/2/2006
Orlando Natives, LLC	317 E. Amelia St. #2, Orlando, FL 32801	9/14/2006	AOR		20060726862	8951	2516	11/2/2006
Hodge's Greenhouses, Inc.		10/31/2006	MTG	\$1,310,000.00	20060727007	8951	3170	11/3/2006
Hodge's Greenhouses, Inc.		10/31/2006	AOR		20060727008	8951	3189	11/3/2006
Hodge's Greenhouses, Inc.			UCC		20060727009	8951	3195	11/3/2006
V Enterprises, LLC		10/31/2006	MTG	\$688,000.00	20060730523	8954	583	11/3/2006
V Enterprises, LLC		10/31/2006	AOR		20060730524	8954	597	11/3/2006
V Enterprises, LLC			UCC		20060730525	8954	603	11/3/2006
V Enterprises, LLC		10/31/2006	NOC		20060730526	8954	607	11/3/2006
V Enterprises, LLC		10/31/2006	NOC		20060730527	8954	608	11/3/2006
Sean P. O'Brian	2120 Homewood Dr., Orlando, FL 32809	10/23/2006	MTG	\$240,000.00	20060730553	8954	720	11/3/2006

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Sean P. O'Brian	2120 Homewood Dr., Orlando, FL 32809	10/23/2006	AOR		20060730553	8954	720	11/3/2006
Traci O'Brian	2120 Homewood Dr., Orlando, FL 32809	10/23/2006	MTG	\$240,000.00	20060730553	8954	720	11/3/2006
Traci O'Brian	2120 Homewood Dr., Orlando, FL 32809	10/23/2006	AOR		20060730553	8954	720	11/3/2006
Thomas P. Warlow, III		11/8/2006	MTG	\$450,000.00	20060739511	8961	3108	11/8/2006
Thomas P. Warlow, III Trust Agreement Dated 03-01-2004		11/8/2006	MTG	\$450,000.00	20060739511	8961	3108	11/8/2006
Thomas P. Warlow, III		11/8/2006	AOR		20060739512	8961	3119	11/8/2006
Thomas P. Warlow, III Trust Agreement Dated 03-01-2004		11/8/2006	AOR		20060739512	8961	3119	11/8/2006
Thomas P. Warlow, III		11/8/2006	UCC		20060739513	8961	3128	11/8/2006
Thomas P. Warlow, III		11/8/2006	NOC		20060739514	8961	3133	11/8/2006
Thomas P. Warlow, III Trust Agreement Dated 03-01-2004		11/8/2006	NOC		20060739514	8961	3133	11/8/2006
9520 Sidney Hayes, LLC		11/15/2006	MTG	\$960,000.00	20060755049	8973	4490	11/15/2006
9520 Sidney Hayes, LLC		11/15/2006	AOR		20060755050	8973	4505	11/15/2006
9520 Sidney Hayes, LLC			UCC		20060755051	8973	4513	11/15/2006
Austin Development and Realty Corp.	125 Wilmer Ave., Orlando, FL 32811	11/10/2006	MTG	\$114,750.00	20060755808	8974	1841	11/16/2006
Austin Development and Realty Corp.	125 Wilmer Ave., Orlando, FL 32811	11/10/2006	AOR		20060755809	8974	1847	11/16/2006
Jeffrey R. Junod	1245 Wilkinson St., Orlando, FL 32803	11/6/2006	MOD		20060765659	8981	2928	11/21/2006
Rebecca B. Junod	1245 Wilkinson St., Orlando, FL 32803	11/6/2006	MOD		20060765659	8981	2928	11/21/2006
DNA Developers, LLC		11/21/2006	MOD		20060773535	8987	2019	11/28/2006
Gregory W. Hopcraft		11/22/2006	MOD		20060773557	8987	2128	11/28/2006
Philip C. Rampy		11/15/2006	MTG	\$1,500,000.00	20060775412	8988	4146	11/28/2006
Bobby E. Hall, Jr.	3941 Firebird Dr., Orlando, FL 32810	11/14/2006	MOD		20060778040	8990	4729	11/29/2006
Lake Bennet Professional Offices, LLC.		11/28/2006	MOD		20060780614	8992	2996	11/30/2006
Robert Thollander		11/20/2006	MTG	\$500,000.00	20060781258	8993	1120	12/1/2006
Robert Thollander		11/20/2006	AOR		20060781259	8993	1127	12/1/2006
Robert Thollander		11/20/2006	NOL		20060781260	8993	1132	12/1/2006

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Denise M. Tormey	2634 Tryon Place, Windermere, FL 34786	11/10/2006	MTG	\$50,000.00	20060782133	8993	4689	12/1/2006
Stephen Michael Tormey	2634 Tryon Place, Windermere, FL 34786	11/10/2006	MTG	\$50,000.00	20060782133	8993	4689	12/1/2006
Gina Oliva Macon		9/18/2006	MTG	\$460,000.00	20060782781	8994	2046	12/1/2006
James R. Macon		9/18/2006	MTG	\$460,000.00	20060782781	8994	2046	12/1/2006
Gina Oliva Macon		9/18/2006	AOR		20060782782	8994	2058	12/1/2006
James R. Macon		9/18/2006	AOR		20060782782	8994	2058	12/1/2006
Gina Oliva Macon			UCC		20060782783	8994	2068	12/1/2006
James R. Macon			UCC		20060782783	8994	2068	12/1/2006
Hobby Homes, Inc.	859 Palmer Ave., Winter Park, FL	11/2/2006	MOD		20060782803	8994	2145	12/1/2006
Shirer Development LLC	859 Palmer Ave., Winter Park, FL	11/2/2006	MOD		20060782803	8994	2145	12/1/2006
Abby Veal Fosgate	2810 Elizabeth Ave., Orlando, FL 32804	11/15/2006	MTG	\$50,000.00	20060783598	8995	919	12/4/2006
Scott Austin Fosgate	2810 Elizabeth Ave., Orlando, FL 32804	11/15/2006	MTG	\$50,000.00	20060783598	8995	919	12/4/2006
Orange Blossom Development Group, LLC		11/28/2006	MOD		20060787977	8998	4658	12/5/2006
Good Homes Road, Inc.		3/1/2006	MOD		20060794197	9004	782	12/7/2006
Collier Auto Sales, Inc.		11/1/2006	MOD		20060794200	9004	807	12/7/2006
Donald R. Heitler	2447 Cedar Knoll Drive, Apopka, FL 32712	11/28/2006	MTG	\$30,000.00	20060801852	9008	4525	12/11/2006
Nancy Anne Heitler	2447 Cedar Knoll Drive, Apopka, FL 32712	11/28/2006	MTG	\$30,000.00	20060801852	9008	4525	12/11/2006
The Winter Park Redevelopment Agency, LTD.		10/31/2006	MOD		20060803006	9009	4241	12/11/2006
Nancy W. Robinson	3304 N. Westmoreland Dr., Orlando, FL	11/7/2006	MTG	\$50,000.00	20060810446	9015	1503	12/14/2006
William H. Robinson, Jr.	3304 N. Westmoreland Dr., Orlando, FL	11/7/2006	MTG	\$50,000.00	20060810446	9015	1503	12/14/2006
Barbara A. Brannon	6109 Greatwater Dr., Windermere, FL 34786	4/14/2006	MOD		20060819325	9022	3517	12/18/2006
Linwood L. Brannon	6109 Greatwater Dr., Windermere, FL 34786	4/14/2006	MOD		20060819325	9022	3517	12/18/2006
Barbara A. Brannon		4/4/2006	NOL		20060824400	9026	2993	12/20/2006
Linwood L. Brannon		4/4/2006	NOL		20060824400	9026	2993	12/20/2006
James Smaldone		12/14/2006	MOD		20060830518	9031	1086	12/22/2006

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Speer Construction, LLC	4333 Silver Star Road, Suite 115, Orlando, FL 32808	12/14/2006	MTG	\$625,500.00	20060830612	9031	1506	12/22/2006
Lenard E. Rodgers		12/13/2006	MTG	\$245,000.00	20060830864	9031	2272	12/22/2006
TLH Properties, Inc.		12/15/2006	MOD		20060831335	9031	4016	12/22/2006
Cox Torres Real Estate Partnership, LLC		9/22/2006	MOD		20060835352	9034	3525	12/27/2006
Joseph Haller	1205 W. Harvard St., Orlando, FL 32804	12/12/2006	MTG	\$50,000.00	20060839166	9037	4313	12/29/2006
James E. Bobbitt	11038 Hawks Head Ct., Windmere, FL 34786	12/11/2006	MTG	\$350,000.00	20060839194	9037	4361	12/29/2006
Jennifer Bobbitt	11038 Hawks Head Ct., Windmere, FL 34786	12/11/2006	MTG	\$350,000.00	20060839194	9037	4361	12/29/2006
Wilson A. Knott	200 Red Bud Lane, Longwood, FL 32779	12/12/2006	MTG	\$100,000.00	20060839197	9037	4379	12/29/2006
Carvalho Family Trust Dated August 10, 1993		12/11/2006	MTG	\$185,000.00	20060840480	9039	407	12/29/2006
Celia Carvalho		12/11/2006	MTG	\$185,000.00	20060840480	9039	407	12/29/2006
Enio Carvalho		12/11/2006	MTG	\$185,000.00	20060840480	9039	407	12/29/2006
Carvalho Family Trust Dated August 10, 1993		12/11/2006	AOR		20060840481	9039	422	12/29/2006
Celia Carvalho		12/11/2006	AOR		20060840481	9039	422	12/29/2006
Enio Carvalho		12/11/2006	AOR		20060840481	9039	422	12/29/2006
Carvalho Family Trust Dated August 10, 1993			UCC		20060840482	9039	429	12/29/2006
Carvalho Family Trust Dated August 10, 1993		12/11/2006	MTG	\$185,000.00	20060840514	9039	484	12/29/2006
Celia Carvalho		12/11/2006	MTG	\$185,000.00	20060840514	9039	484	12/29/2006
Enio Carvalho		12/11/2006	MTG	\$185,000.00	20060840514	9039	484	12/29/2006
Carvalho Family Trust Dated August 10, 1993		12/11/2006	AOR		20060840515	9039	499	12/29/2006
Celia Carvalho		12/11/2006	AOR		20060840515	9039	499	12/29/2006
Enio Carvalho		12/11/2006	AOR		20060840515	9039	499	12/29/2006
Carvalho Family Trust Dated August 10, 1993			UCC		20060840516	9039	506	12/29/2006
Maitland OB. LLC		12/29/2006	MTG	\$1,900,000.00	20060840563	9039	735	12/29/2006
Maitland OB. LLC		12/29/2006	AOR		20060840564	9039	768	12/29/2006
Maitland OB. LLC			UCC		20060840565	9039	777	12/29/2006

Prepared by: Matthew Plotz  
Loan Service Center, Brookfield

EXHIBIT A  
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Maitland OB, LLC			NOC	20060840566	9039	781	12/29/2006
Smith Street Investors, LLP			MTG	\$350,000.00	9039	1309	12/29/2006
Smith Street Investors, LLP			AOR		9039	1318	12/29/2006
Smith Street Investors, LLP			UCC		9039	1323	12/29/2006
Maitland OB, LLC			NOC	20060841466	9039	4243	12/29/2006
Robin G. Drage	805 W. Marks St., Orlando, FL 32803		MTG	\$85,000.00	9040	618	1/2/2007
Thomas B. Drage, Jr.	805 W. Marks St., Orlando, FL 32803		MTG	\$85,000.00	9040	618	1/2/2007
TLH Properties, Inc.		12/22/2006	MOD		9043	126	1/3/2007
Raeford Development, LLC		12/26/2006	MOD		9045	2414	1/3/2007
LRK Properties, LLC		12/29/2006	MTG	\$1,200,000.00	9046	1233	1/4/2007
LRK Properties, LLC		12/29/2006	AOR		9046	1245	1/4/2007
Donna L. Hall	2300 Morning Glory Dr., Orlando, FL 32809	10/21/2006	MOD		9051	4887	1/8/2007
Michael Hall	2300 Morning Glory Dr., Orlando, FL 32809	10/21/2006	MOD		9051	4887	1/8/2007
Maitland OB, LLC		12/29/2006	MTG	\$1,900,000.00	9064	3970	1/16/2007
J K Capital, LLC		1/10/2007	MTG	\$228,000.00	9065	903	1/16/2007
J K Capital, LLC		1/10/2007	AOR		9065	919	1/16/2007
J K Capital, LLC			UCC		9065	925	1/16/2007
Jaison P. Heard	1903 Benhurst Place, Maitland, FL 32751	12/21/2006	MTG	\$25,000.00	9065	1593	1/16/2007
Polly Heard	1903 Benhurst Place, Maitland, FL 32751	12/21/2006	MTG	\$25,000.00	9065	1593	1/16/2007
Lake Mary Investments, Inc.		12/22/2006	MOD		9069	4893	1/18/2007
Lake Mary Investments, Inc.			UCC		9069	4897	1/18/2007
Apopka Highlands, LLC		12/26/2006	MTG	\$352,000.00	9070	1049	1/18/2007
Apopka Highlands, LLC		12/26/2006	AOR		9070	1064	1/18/2007
Apopka Highlands, LLC			UCC		9070	1071	1/18/2007
Gerard J. Fiacco	11 E. New Hampshire St. & 630 Dartmouth St., Orlando, FL 32804	12/28/2006	MTG	\$150,000.00	9073	4530	1/22/2007
Heidi E. Fiacco	11 E. New Hampshire St. & 630 Dartmouth St., Orlando, FL 32804	12/28/2006	MTG	\$150,000.00	9073	4530	1/22/2007
Harold I. Coe	2085 Country Side Circle South, Orlando, FL 32804	1/3/2007	MTG	\$65,000.00	9075	1165	1/22/2007

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Jean Coe	2085 Country Side Circle South, Orlando, FL 32804	1/3/2007	MTG	\$65,000.00	20070046886	9075	1165	1/22/2007
Austin Development and Realty Corp.	4042 Ferrow Street, Orlando, FL 32811	1/16/2007	MTG	\$87,000.00	20070047725	9076	45	1/23/2007
Austin Development and Realty Corp.	4042 Ferrow Street, Orlando, FL 32811	1/16/2007	AOR		20070047726	9076	51	1/23/2007
T and T Crocker, LLC		1/23/2007	MTG	\$200,000.00	20070053358	9079	3423	1/24/2007
T and T Crocker, LLC		1/23/2007	AOR		20070053359	9079	3431	1/24/2007
T and T Crocker, LLC		1/23/2007	NOC		20070053360	9079	3436	1/24/2007
T and T Crocker, LLC		1/23/2007	MTG	\$175,000.00	20070053362	9079	3440	1/24/2007
T and T Crocker, LLC		1/23/2007	AOR		20070053363	9079	6448	1/24/2007
T and T Crocker, LLC		1/23/2007	NOC		20070053364	9079	3453	1/24/2007
Mujdat Guler	189 S. Orange Ave #1470, Orlando, FL 32801	1/17/2007	MTG	\$100,000.00	20070055109	9081	20	1/26/2007
Mujdat Guler	189 S. Orange Ave #1470, Orlando, FL 32801	1/17/2007	AOR		20070055110	9081	27	1/26/2007
Anthony Tobin		1/31/2007	MTG	\$676,000.00	20070069171	9090	3166	1/31/2007
Jennifer S. Slone		1/31/2007	MTG	\$676,000.00	20070069171	9090	3166	1/31/2007
Jennifer S. Tobin		1/31/2007	MTG	\$676,000.00	20070069171	9090	3166	1/31/2007
Anthony Tobin		1/31/2007	AOR		20070069172	9090	3174	1/31/2007
Jennifer S. Slone		1/31/2007	AOR		20070069172	9090	3174	1/31/2007
Jennifer S. Tobin		1/31/2007	AOR		20070069172	9090	3174	1/31/2007
Anthony Tobin		1/31/2007	NOC		20070069173	9090	3176	1/31/2007
Jennifer S. Tobin		1/31/2007	NOC		20070069173	9090	3176	1/31/2007
801 North Orange Retail, LLC		1/30/2007	MTG	\$2,800,000.00	20070075843	9096	1358	2/2/2007
801 North Orange Retail, LLC		1/30/2007	AOR		20070075844	9096	1388	2/2/2007
801 North Orange Retail, LLC			UCC		20070075845	9096	1394	2/2/2007
Stephen S. Kaser, Jr.	Oak Island Drive, Orlando, FL 32809	1/25/2007	MTG	\$97,500.00	20070079957	9098	4569	2/5/2007
Darla Scott		12/24/2006	MTG	\$1,528,682.00	20070081095	9099	4125	2/5/2007
Donald R. Frye		12/24/2006	MTG	\$1,528,682.00	20070081095	9099	4125	2/5/2007
Donald R. Frye, Sr.		12/24/2006	MTG	\$1,528,682.00	20070081095	9099	4125	2/5/2007
Homer C. Frye Family Trust Dated 06-06-1997		12/24/2006	MTG		20070081095	9099	4125	2/5/2007
Patty F. Weed		12/24/2006	MTG	\$1,528,682.00	20070081095	9099	4125	2/5/2007
Wilma J. Blanton		12/24/2006	MTG	\$1,528,682.00	20070081095	9099	4125	2/5/2007
Darla Scott		12/24/2006	ASSIGN		20070081096	9099	4150	2/5/2007
Donald R. Frye		12/24/2006	ASSIGN		20070081096	9099	4150	2/5/2007

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**Assignment of Beneficial Interest**  
**Document being Assigned**

Donald R. Frye, Sr.			12/24/2006	ASSIGN		20070081096	9099	4150	2/5/2007
Homer C. Frye Family Trust Dated 06-06-1997									
Patty F. Weed			12/24/2006	ASSIGN		20070081096	9099	4150	2/5/2007
Wilma J. Blanton			12/24/2006	ASSIGN		20070081096	9099	4150	2/5/2007
Donald R. Frye, Sr.			12/24/2006	ASSIGN		20070081096	9099	4150	2/5/2007
Homer C. Frye Family Trust Dated 06-06-1997				UCC		20070081101	9099	4169	2/5/2007
Donald R. Frye, Sr.				UCC		20070081101	9099	4169	2/5/2007
Darla Scott				UCC		20070081102	9099	4172	2/5/2007
Wilma J. Blanton				UCC		20070081104	9099	4178	2/5/2007
				UCC		20070081105	9099	4181	2/5/2007
Andrew E. Forness		901 Harmon Ave., Winter Park, FL 32789	12/21/2006	MTG	\$75,000.00	20070089146	9106	4225	2/8/2007
Cynthia L. Forness		901 Harmon Ave., Winter Park, FL 32789	12/21/2006	MTG	\$75,000.00	20070089146	9106	4225	2/8/2007
Andrew E. Forness		901 Harmon Ave., Winter Park, FL 32789	12/21/2006	AOR		20070089149	9106	4235	2/8/2007
Cynthia L. Forness		901 Harmon Ave., Winter Park, FL 32789	12/21/2006	AOR		20070089149	9106	4235	2/8/2007
Teresa P. Watkins		951 Leigh Avenue, Orlando, FL 32804	2/1/2007	MTG	\$400,000.00	20070098899	9113	2733	2/14/2007
W. Wayne Watkins		951 Leigh Avenue, Orlando, FL 32804	2/1/2007	MTG	\$400,000.00	20070098899	9113	2733	2/14/2007
Novie M. Greene		241 W. Spruce St., Orlando, FL 32804	2/12/2007	MTG	\$40,000.00	20070124092	9130	1180	2/26/2007
Fayette L. Hall		106 E. Vanderbilt St., Orlando, FL 32804	1/23/2007	MTG	\$20,000.00	20070124121	9130	1266	2/26/2007
JoAnne E. Hall		106 E. Vanderbilt St., Orlando, FL 32804	1/23/2007	MTG	\$20,000.00	20070124121	9130	1266	2/26/2007
Elizabeth Moulis		12348 Westfield Lakes Circle, Winter Garden, FL 34787	2/12/2007	MTG	\$100,000.00	20070131843	9135	3812	3/1/2007
Ted T. Moulis		12348 Westfield Lakes Circle, Winter Garden, FL 34787	2/12/2007	MTG	\$100,000.00	20070131843	9135	3812	3/1/2007
Angela S. Sharp		9420 Thurloe Place, Orlando, FL 32827	2/16/2007	MTG	\$200,000.00	20070135559	9138	2183	3/2/2007
Barbara Sharp		9420 Thurloe Place, Orlando, FL 32827	2/16/2007	MTG	\$200,000.00	20070135559	9138	2183	3/2/2007
John J. Sharp, Jr.		9420 Thurloe Place, Orlando, FL 32827	2/16/2007	MTG	\$200,000.00	20070135559	9138	2183	3/2/2007

Prepared by: Matthew Plotz  
Loan Service Center, Brookfield

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John L. Sharp	9420 Thurloe Place, Orlando, FL 32827	2/16/2007	MTG	\$200,000.00	20070135559	9138	2183	3/2/2007
Hobby Homes, Inc.	859 Palmer Ave., Winter Park, FL	1/2/2007	MOD		20070137887	9139	4902	3/5/2007
Shirer Development LLC	859 Palmer Ave., Winter Park, FL	1/2/2007	MOD		20070137887	9139	4902	3/5/2007
Jerry Kirkland		2/26/2007	MOD		20070145496	9145	3615	3/7/2007
Lannette Kirkland		2/26/2007	MOD		20070145496	9145	3615	3/7/2007
Alfred Schell	147 S. Interlachen Ave., #102, Winter Park, FL 32789	3/6/2007	MTG	\$213,788.39	20070175839	9164	4737	3/16/2007
Nora Schell	147 S. Interlachen Ave., #102, Winter Park, FL 32789	3/6/2007	MTG	\$213,788.39	20070175839	9164	4737	3/16/2007
Westside Partnership, LTD.	751 Northwood Circle, Winter Park, FL 32789	2/28/2007	MTG	\$91,008.95	20070184951	9171	3222	3/20/2007
Westside Partnership, LTD.	751 Northwood Circle, Winter Park, FL 32789	2/28/2007	AOR		20070184952	9171	3229	3/20/2007
St. Michael, LTD.	325 W. Comstock Ave., Winter Park, FL 32789	2/28/2007	MTG	\$250,044.58	20070184969	9171	3299	3/20/2007
St. Michael, LTD.	325 W. Comstock Ave., Winter Park, FL 32789	2/28/2007	AOR		20070184970	9171	3306	3/20/2007
Benjamin Partners, LTD	1303 Loren Ave., Winter Park, FL 32789	2/26/2007	MTG	\$69,078.58	20070185624	9171	4588	3/20/2007
Benjamin Partners, LTD	1303 Loren Ave., Winter Park, FL 32789	2/26/2007	AOR		20070185625	9171	4595	3/20/2007
Hold-Fast Investments, LTD.		7/24/2003	MOD		20030420265	7020	1359	7/28/2003
Hold-Fast Investments, LTD.		7/24/2003	AOR		20030420266	7020	1364	7/28/2003
Cannon-Hall Development, Inc.		11/5/2006	MOD		20070062374	9086	112	1/29/2007

Prepared by: Matthew Plotz  
Loan Service Center, Brookfield



This Instrument Prepared By:

Russell W. Divine, Esquire  
Divine & Estes, P.A.  
Post Office Box 3629  
Orlando, Florida 32802-3629  
File No. 2370-9

DOC# 20120382189 B: 10411 P: 2736  
07/18/2012 11:14:14 AM Page 1 of 3  
Rec Fee: \$27.00  
Deed Doc Tax: \$0.00  
DOR Admin Fee: \$0.00  
Intangible Tax: \$0.00  
Mortgage Stamp: \$0.00  
Martha O. Haynie, Comptroller  
Orange County, FL  
SA - Ret To: DIVINE & ESTES  
SA

## **ASSIGNMENT OF MORTGAGE AND NOTE**

### **KNOW ALL MEN BY THESE PRESENTS:**

That, **BMO HARRIS BANK, N.A.**, as successor to M&I MARSHALL & ILSLEY BANK, as successor to UNITED HERITAGE BANK, as successor to COMMUNITY UNITED BANK OF FLORIDA, whose address is 240 South Pineapple Avenue, Sarasota, Florida 34236 (the "Assignor"), in consideration of the sum of TEN DOLLARS (\$10.00), and other valuable considerations, received from, or on behalf of, **UNITED LEGACY BANK**, a Florida banking corporation, whose address is 425 Highway 17-92 South, Longwood, Florida 32750 (the "Assignee"), the receipt whereof is hereby acknowledged, does hereby grant, bargain, sell, assign, transfer and set over unto Assignee that certain original Leasehold Mortgage and Security Agreement dated May 2, 2003, made by **BETA LAMBDA HOUSE CORPORATION OF DELTA DELTA DELTA, INC.**, a Florida corporation (the "Borrower"), in favor of CNLBank and recorded in OR Book 6899, Page 4260 in the Public Records of Orange County, Florida, as modified by that certain Mortgage and Note Modification and Notice of Future Advance Agreement dated January 30, 2004, made by Borrower in favor of Community United Bank of Florida and recorded in OR Book 7293, Page 783, in the Public Records of Orange County, Florida (collectively, the "Mortgage"), encumbering those certain parcels of land in Orange County, Florida, as more particularly described in **Exhibit "A"** attached hereto.

**TOGETHER WITH** that certain Consolidated Promissory Note in the original principal amount of \$2,204,000.00 dated January 30, 2004, executed by Borrower in favor of Assignor (the "Note"), and

**TOGETHER WITH** all other obligations described in said Notes and Mortgage and the moneys due and to become due thereon, with interest from the 17 day of July, 2012, and

**TOGETHER WITH** the Assignment of Rents and Profits recorded in OR Book 7293, Page 788, Public Records of Orange County, Florida ("Assignment").

**TO HAVE AND TO HOLD** the same unto the Assignee, its legal representatives, successors and assigns forever. Assignor hereby represents and warrants that (i) it is the sole owner and holder of the Mortgage, the Assignment and all obligations secured thereby including, without limitation, the Note; (ii) Assignor has not transferred, assigned, pledged or encumbered the Mortgage, the Assignment or the Note to any third party. Except for the foregoing, this Assignment is made without recourse and without any warranties whatsoever.

**IN WITNESS WHEREOF**, Assignor has hereunto executed and delivered this instrument and has intended the same to be and become effective as of the day and year first above written.

*Signed, sealed and delivered  
in the presence of:*

**BMO HARRIS BANK, N.A.**

as successor to M&I MARSHALL & ILSLEY BANK  
as successor to UNITED HERITAGE BANK,  
as successor to COMMUNITY UNITED BANK  
OF FLORIDA

Witness Signature:

*Diane Hoeksema*

Print Witness Name:

DIANE HOEKSEMA

Witness Signature:

*Linda Fohl*

Print Witness Name:

LINDA FOHL

By:

*Dale Mather*

**Dale Mather**

Senior Vice President

[SEAL]

**STATE OF FLORIDA**

**COUNTY OF \_\_\_\_\_**

The foregoing instrument was acknowledged before me this 17 day of July, 2012, by **Dale Mather**, as **Senior Vice President of BMO Harris Bank, N.A.**, as successor to M&I Marshall & Ilsley Bank, as successor to United Heritage Bank, as successor to Community United Bank of Florida, who [☒] is personally known to me or [☐] produced a Florida driver's license as identification.



**DIANE K. HOEKSEMA**  
MY COMMISSION # EE 114528  
EXPIRES: August 16, 2015  
Bonded Thru Budget Notary Services

*Diane K. Hoeksema*

**NOTARY PUBLIC**

Print Name:

Commission No:

My commission expires:

**EXHIBIT "A"**  
**LEGAL DESCRIPTION**

From the Southwest corner of Section 3, Township 22 South, Range 31 East, Orange County, Florida, run North 89° 26' 19" East along the South line of the Southwest 1/4 of said Section 3 for a distance of 1344.83 feet to the point of intersection of a curve concave to the East and external to the curvature of the centerline of State Road S-520 as shown by Florida State Road Department Plans for Section No. 75701-2601 dated December 23, 1958, said point of intersection being located at Coordinates North 100,000.634 and East 4,999.835 of the Coordinate Grid System of the University of Central Florida; run thence North 01° 08' 00" East along the tangent of said curve and continuing North 01° 8' 00" East along the centerline of State Road S-520 for a distance of 2001.44 feet to an intersection with the centerline of Aquarius Drive, said intersection being at University Coordinate Point North 102,001.682 and East 5,039.422; run thence North 89° 21' 03" East along the centerline of Aquarius Drive for a distance of 198.67 feet; run thence North 00° 48' 41" East for a distance of 472.71 feet; thence run North 18° 45' 00" East, 352.50 feet to the Point of Beginning; thence North 55° 45' 00" East, 289.30 feet; thence run South 41° 54' 27" East, 245.96 feet to a point on the arc of a curve concave Southeasterly; thence from a tangent bearing of South 48° 05' 33" West, run Southwesterly along the arc of said curve, having for its elements a radius of 2105.00 feet and a central angle of 6° 50' 33", for an arc distance of 251.39 feet; thence run North 48° 45' 00" West, 301.66 feet to the Point of Beginning.

Subject to a 6.0 foot wide strip along the Northeasterly line thereof for a utility easement.

**PREPARED BY AND RETURN TO:**

Russell W. Divine, Esquire  
Divine & Estes, P.A.  
24 South Orange Avenue  
Orlando, Florida 32801  
File No. 2370-9

DOC# 20120382190 B: 10411 P: 2739  
07/18/2012 11:14:14 AM Page 1 of 5  
Rec Fee: \$44.00  
Deed Doc Tax: \$0.00  
DOR Admin Fee: \$0.00  
Intangible Tax: \$0.00  
Mortgage Stamp: \$0.00  
Martha O. Haynie, Comptroller  
Orange County, FL  
SA - Ret To: DIVINE & ESTES  
SA

Florida documentary stamp tax in the amount of \$2,587.20 applicable to the original obligation evidenced by the promissory note dated May 2, 2003 in the amount of \$739,200.00 was paid on the Leasehold Mortgage and Security Agreement recorded at OR Book 6899, Page 4260, Public Records of Orange County, Florida. This Promissory Note represents a renewal of the current outstanding principal balance of \$1,682,546.66 under the existing obligation. Therefore, no additional Florida Documentary Stamp Tax is owed.

**MORTGAGE MODIFICATION AGREEMENT**

**THIS AGREEMENT** ("Agreement") is made as of July 17, 2012, between the following parties:

**Borrower:**     **BETA LAMBDA HOUSE CORPORATION  
OF DELTA DELTA DELTA, INC.**  
415 Peachtree Road, Orlando, FL 32804

and

**Lender:**       **UNITED LEGACY BANK**  
425 Highway 17-92 South, Longwood, Florida 32750

with respect to the renewal and/or modification of the following documents:

- (A) *Leasehold Mortgage and Security Agreement* in favor of CNLBank ("CNL") recorded in OR Book 6899, Page 4260, and assigned by CNL to Community United Bank of Florida ("Community") by Assignment of Note and Mortgage recorded in OR Book 7293, Page 779, and assigned by United Heritage Bank, successor to Community, to M&I Marshall & Isley Bank, predecessor to BMO Harris Bank, N.A. ("BMO"), by Assignment of Mortgages and Related Documents recorded in OR Book 9300, Page 1412, and further assigned by BMO to Lender by Assignment recorded in OR Book 10411, Page 2736, all in the public records of Orange County, Florida (collectively, the "Mortgage").
- (B) *Consolidated Promissory Note* dated January 30, 2004, executed by Borrower in favor of Community United Bank of Florida, predecessor to United Heritage Bank, predecessor to M&I Marshall & Isley Bank, predecessor to BMO, in the amount of \$2,204,000.00 which was assigned by BMO to Lender, and which provided for a future advance and renewed that certain *Promissory Note* dated May 2, 2003 executed by Borrower in favor of CNLBank in the amount of \$739,200.00, and all of which are secured by the Mortgage (the "Notes").

(C) *Assignment of Rents and Profits* in favor of Community United Bank of Florida recorded in OR Book 7293, Page 788, public records of Orange County, Florida ("Assignment").

The Notes, Mortgage, Assignment, and all other documents executed in connection therewith are hereinafter referred to as the "Loan Documents." The Loan Documents presently encumber the real property more particularly described in the Mortgage and in Exhibit "A" attached hereto (the "Property").

BMO assigned all its right, title and interest in and to the Loan Documents to Lender and Lender is now the owner and holder of the Notes, Mortgage and Loan Documents. Lender has agreed to modify the Note which has an outstanding principal balance of \$1,682,546.66. Borrower has executed and delivered to Lender an Amended Promissory Note in the amount of \$1,682,546.66 ("Amended Note").

For and in consideration of the granting of the modification and/or renewals by Lender, for the benefits following to each of the parties hereto, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree:

1. **RECITALS.** The above recitals are true and correct.
2. **OUTSTANDING BALANCE.** Borrower hereby acknowledges that the outstanding balance under the Note as of the date of this Agreement is **\$1,682,546.66**.
3. **AMENDMENT.** Borrower has this day executed and delivered to Lender an Amended Promissory Note in the amount of **\$1,682,546.66** ("Amended Note") which Borrower hereby acknowledges is secured by the Mortgage as modified herein.
4. **MATURITY DATE.** The Maturity Date of the Amended Note and all of the obligations secured by the Mortgage, as amended, is **November 1, 2024**.
5. **PRIORITY.** It is the intention of the parties that the full amount of the Amended Note be secured by the Mortgage, as modified, as if all the proceeds thereof had been disbursed on the same date as the Mortgage was executed and delivered. The Borrower warrants and represents to the Lender that the lien of the Mortgage as modified by this Agreement continues as a first priority lien upon the real property described therein, except as previously released in writing by Lender or its predecessor, and that there are no second mortgages or other subsequent liens or rights or claims of lien outstanding against the real property described therein or herein.
6. **PERFORMANCE - OBSERVANCE.** The Borrower covenants and agrees that it will perform and observe all the covenants, agreements, stipulations, and conditions on the part of the Borrower contained in the Mortgage as modified by this Agreement.
7. **NO IMPAIRMENT OF SECURITY.** Nothing contained herein shall be construed to impair the security of the Lender under the Mortgage nor effect or impair rights or powers which the Lender may have under and by virtue of the Mortgage for the recovery of the principal sum due under the Note and the Amended Note, together with interest and costs. It is the intent of the parties that this instrument shall not constitute a novation and shall in no way adversely affect the lien priority of the Mortgage and related loan documents. Borrower acknowledges and agrees that Lender relies upon the warranties and representations set forth in this paragraph and that said warranties and representations are a material inducement to Lender to enter into this Agreement

8. **ACKNOWLEDGMENT.** Borrower acknowledges that, as of the date hereof, it does not have any defenses, claims, counterclaims or rights of set-off, legal or equitable, arising out of or in connection with the loan transaction contemplated by the Mortgage, the Note, or the Amended Note. Borrower waives and releases, acquits, satisfies and forever, discharges Lender and its affiliates and assigns from any and all claims, counterclaims, defenses, actions, causes (legal or equitable), promises and demands whatsoever in law or in equity which Borrower ever had, now has or which any successor or assign thereof hereafter can, shall or may have against Lender or its affiliates for, upon or by reason of any manner, or cause or thing whatsoever through the date hereof.

9. **RATIFICATION.** The parties hereto hereby ratify and confirm all of the remaining terms, conditions and covenants contained in the Mortgage to the extent that such terms, conditions and covenants do not conflict with the terms, conditions and covenants contained herein. The parties also ratify and confirm that all the terms, conditions and remedies provided for in the Loan Documents, unless modified herein, shall continue in full force and effect.

10. **BINDING AGREEMENT.** This Agreement shall be binding upon the successors, heirs, administrators and assigns of the respective parties hereto.


11. **WAIVER OF JURY TRIAL.** BORROWER HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVES THE RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT TO ANY LITIGATION BASED HEREON, OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THE MORTGAGE, THE AMENDED NOTE AND THIS MORTGAGE MODIFICATION AGREEMENT, AND ANY DOCUMENT CONTEMPLATED TO BE EXECUTED IN CONJUNCTION HERewith, OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENT (WHETHER VERBAL OR WRITTEN) OR ACTIONS OF BORROWER OR BORROWER OR LENDER. THIS PROVISION IS A MATERIAL INDUCEMENT FOR THE LENDER ENTERING INTO THIS AGREEMENT.

12. **MISCELLANEOUS.** Wherever the word Borrower is used in this Agreement, it shall represent the plural as well as the singular, the feminine and neuter genders as well as the masculine, and shall include heirs, successors or assigns as applicable.

***IN WITNESS WHEREOF,*** the parties have executed this Mortgage Modification Agreement on the day and year set forth above.

*"Borrower"*

**BETA LAMBDA HOUSE CORPORATION  
OF DELTA DELTA DELTA, INC.**  
a Florida corporation

By:   
**Athina Dever**  
President

"Lender"

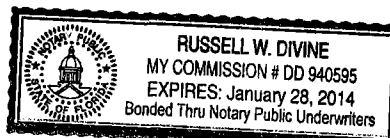
**UNITED LEGACY BANK**  
a Florida banking corporation

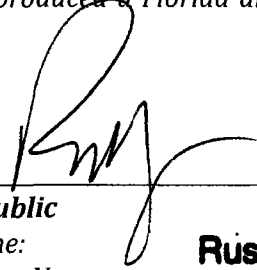
By: 

**David M. McLeod**  
Executive Vice President

**STATE OF FLORIDA**  
**COUNTY OF ORANGE**

The foregoing instrument was acknowledged before me this 17 day of July, 2012, by **Athina Dever**, as President of **Beta Lambda House Corporation of Delta Delta Delta, Inc.**, a Florida corporation, who is ☐ personally known to me or ☒ has produced a Florida driver's license as identification.



  
Notary Public

Print Name:

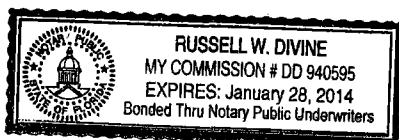
**Russell W. Divine**

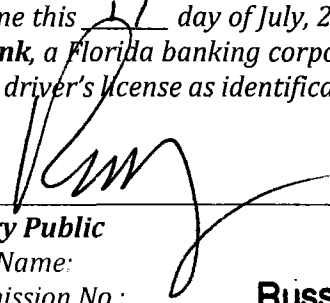
Commission No.:

My Commission Expires:

**STATE OF FLORIDA**  
**COUNTY OF ORANGE**

The foregoing instrument was acknowledged before me this 17 day of July, 2012, by **David M. McLeod**, as Executive Vice President of **United Legacy Bank**, a Florida banking corporation, who is ☒ personally known to me or ☐ has produced a Florida driver's license as identification.



  
Notary Public

Print Name:

**Russell W. Divine**

Commission No.:

My Commission Expires:

**EXHIBIT "A"**  
**LEGAL DESCRIPTION**

From the Southwest corner of Section 3, Township 22 South, Range 31 East, Orange County, Florida, run North 89° 26' 19" East along the South line of the Southwest 1/4 of said Section 3 for a distance of 1344.83 feet to the point of intersection of a curve concave to the East and external to the curvature of the centerline of State Road S-520 as shown by Florida State Road Department Plans for Section No. 75701-2601 dated December 23, 1958, said point of intersection being located at Coordinates North 100,000.634 and East 4,999.835 of the Coordinate Grid System of the University of Central Florida; run thence North 01° 08' 00" East along the tangent of said curve and continuing North 01° 8' 00" East along the centerline of State Road S-520 for a distance of 2001.44 feet to an intersection with the centerline of Aquarius Drive, said intersection being at University Coordinate Point North 102,001.682 and East 5,039.422; run thence North 89° 21' 03" East along the centerline of Aquarius Drive for a distance of 198.67 feet; run thence North 00° 48' 41" East for a distance of 472.71 feet; thence run North 18° 45' 00" East, 352.50 feet to the Point of Beginning; thence North 55° 45' 00" East, 289.30 feet; thence run South 41° 54' 27" East, 245.96 feet to a point on the arc of a curve concave Southeasterly; thence from a tangent bearing of South 48° 05' 33" West, run Southwesterly along the arc of said curve, having for its elements a radius of 2105.00 feet and a central angle of 6° 50' 33", for an arc distance of 251.39 feet; thence run North 48° 45' 00" West, 301.66 feet to the Point of Beginning.

Subject to a 6.0 foot wide strip along the Northeasterly line thereof for a utility easement.