

Rec Fee \$ 9.00 MARTHA O. HAVENS  
 Add Fee \$ 1.50 Orange County  
 Doc Tax \$ - Comptroller  
 Int Tax \$ - By [Signature]  
 Total \$ 10.50 Deputy Clerk

This instrument prepared by:  
 Thomas P. Page, Esq.  
 Maier, Harbert & Bates, P.A.  
 Post Office Box 2854  
 Orlando, Florida 32802

# MEMORANDUM OF SUB-LEASE

THIS MEMORANDUM OF SUB-LEASE is made and entered into by and between the UNIVERSITY OF CENTRAL FLORIDA ("LANDLORD"), Orlando, Florida 32816, and ETA PI HOUSE, INCORPORATED, ("Tenant"), Post Office Box 1031, Orlando, Florida 32802.

1. Agreement of Sub-Lease. This Memorandum is intended to evidence the fact that Landlord and Tenant entered into that certain Sub-Lease executed by Tenant on March 30, 1989, wherein Landlord demised to Tenant and Tenant leased from Landlord that certain real property described on Exhibit "A" attached hereto and incorporated herein by this reference ("Premises").

2. Term of Sub-Lease. The original term of the Sub-Lease is for a period of sixty (60) years commencing as of the date of the Sub-Lease.

3. Other Information. For further details pertaining to the Sub-Lease, interested persons may contact Landlord or Tenant at the addresses set forth above.

4. Limitation of Memorandum. Nothing contained herein is intended to limit, modify or otherwise alter the respective rights and responsibilities of Landlord and Tenant under the Sub-Lease.

IN WITNESS WHEREOF, the parties have executed this Memorandum of Sub-Lease on the date first set forth above.

LANDLORD:

Signed, sealed and delivered  
 in the presence of:

[Signature]  
 Joyce Mastriani

[Signature]  
 Sandra Stratton

UNIVERSITY OF CENTRAL FLORIDA

By: [Signature]  
 Robert A. Bryan  
 President of the  
 University of Central  
 Florida acting for and  
 on behalf of the Board  
 of Regents of the State  
 of Florida  
 Orlando, Florida 32816-0001

Date: 14 Oct 91

TENANT:

ETA PI HOUSE, INCORPORATED

By: [Signature] PRESIDENT  
 William D. Beckman,  
 President

(CORPORATE SEAL)

Date: 10/8/91

etisub.lea  
 October 8, 1991

# LEGAL DESCRIPTION

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 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; run thence N 18°45'00" E for a distance of 352.50 feet; thence run N 00°31'50" E for a distance of 270.79 feet to the Point of Beginning; thence continue N 00°31'50" East 416.10 feet; thence run S 90°00'00" E 240.32 feet to the P.C. of a 940.86 foot radius curve to the right; thence run Easterly along said curve whose chord bears S 88°28'39" E 49.99 feet through a central angle of 03°02'42" an arc distance of 50.00 feet; thence run S 00°00'00" W 134.65 feet to the P.C. of a 9.00 foot radius curve to the right; thence run Southeasterly along said curve whose chord bears S 15°00'00" W 4.66 feet, through a central angle of 30°00'00" an arc distance of 4.71 feet; thence run S 30°00'00" W, 56.71 feet to the P.C. of a 63.00 foot radius curve to the left; thence run Southerly along said curve whose chord bears S 00°42'43" E 64.35 feet through a central angle of 61°25'27" an arc distance of 67.54 feet; thence run S 58°34'33" W, 311.00 feet to the Point of Beginning.

RECORDED & RETURNED TO FILE  
William J. S. S. S.  
County Commissioner, Orange Co., FL

OR4 336 PG41-63

EXHIBIT A

Rec Fee \$ 9.00 MARTHA O. HAYNIE  
 Add Fee \$ 1.50 Orange County  
 Doc Tax \$ - Comptroller  
 Int Tax \$ - By RS  
 Total \$ 10.50 Deputy Clerk

This instrument prepared by:  
 Thomas P. Page, Esq.  
 Moser, Harbert & Bates, P.A.  
 Post Office Box 2854  
 Orlando, Florida 32802

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Signed, sealed and delivered  
 in the presence of:

Joyce Mastriani  
 Joyce Mastriani

Sandra Stratton  
 Sandra Stratton

LANDLORD:

3973669 Orange Co. FL.  
 01/22/92 08:40:58am

UNIVERSITY OF CENTRAL FLORIDA

By Robert A. Bryan OR 4 366 PG 1688

Robert A. Bryan  
 President of the  
 University of Central  
 Florida acting for and  
 on behalf of the Board  
 of Regents of the State  
 of Florida  
 Orlando, Florida 32816-0001

Date: 14 Oct 91

TENANT:

ETA PI HOUSE, INCORPORATED

By William D. Beckman, PRESIDENT  
 William D. Beckman,  
 President

(CORPORATE SEAL)

Date: 10/8/91

etisub.1ea

October 8, 1991

THIS MEMORANDUM OF SUB-LEASE IS RE-RECORDED TO  
 CORRECT THE RECORDING SEQUENCE OF THE PRIOR  
 RECORDING OF ALL CLOSING DOCUMENTS.

## LEGAL DESCRIPTION

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 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; run thence N 18°45'00" E for a distance of 352.50 feet; thence run N 00°31'50" E for a distance of 270.79 feet to the Point of Beginning; thence continue N 00°31'50" East 416.10 feet; thence run S 90°00'00" E 240.32 feet to the P.C. of a 940.86 foot radius curve to the right; thence run Easterly along said curve whose chord bears S 88°28'39" E 49.99 feet through a central angle of 03°02'42" an arc distance of 50.00 feet; thence run S 00°00'00" W 134.65 feet to the P.C. of a 9.00 foot radius curve to the right; thence run Southeasterly along said curve whose chord bears S 15°00'00" W 4.66 feet, through a central angle of 30°00'00" an arc distance of 4.71 feet; thence run S 30°00'00" W, 56.71 feet to the P.C. of a 63.00 foot radius curve to the left; thence run Southerly along said curve whose chord bears S 00°42'43" E 64.35 feet through a central angle of 61°25'27" an arc distance of 67.54 feet; thence run S 58°34'33" W, 311.00 feet to the Point of Beginning.

15 RECORDED & RETURNED  
*Martha C. Haynes*  
County Comptroller, Orange Co., FL

OR 4 366 PG 1889

2nd RECORDED & RETURNED  
*Martha C. Haynes*  
County Comptroller, Orange Co., FL

OR 4 336 PG 163

EXHIBIT A

2✓ This instrument prepared by:  
Thomas P. Page, Esq.  
Mator, Herbert & Bates, P.A.  
Post Office Box 2834  
Orlando, FL 32802

Rec Fee \$ 66.00 MARTHA O. HAYNE,  
Add Fee \$ 1.00 Orange County  
Doc Tax \$ 2566.00 Comptroller 12  
Int Tax \$ 7660.00 By \_\_\_\_\_  
Total \$ 9329.00 Deputy Clerk

### LEASEHOLD MORTGAGE AND SECURITY AGREEMENT

THIS LEASEHOLD MORTGAGE (the Mortgage), dated as of October 8, 1991, by and between ETA PI HOUSE, INCORPORATED, a Florida not-for-profit 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, Commercial Real Estate Division, having an office at 200 South Orange Avenue, Tower 5, Orlando, Florida, 32801 (hereinafter called Mortgagee);

3902952 Orange Co. FL.  
10/11/91 03:01:10pm

WITNESSETH:

CR 4 335 PG 2699

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 leasehold estate created by the terms of a Sub-Lease (the "Lease") executed by Mortgagor on March 30, 1989, between Mortgagor, as Lessee, and BOARD OF REGENTS OF THE STATE OF FLORIDA (the "Board") as Lessor, and any modifications, renewals or extensions thereof (a copy of a Memorandum of the Sub-Lease being attached hereto as Exhibit "A") which Lease covers real property situate in Orange County, Florida, more particularly described in Exhibit "B" attached hereto and incorporated herein.

TOGETHER WITH a fee simple interest in 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 Mortgagor of said real property) now or thereafter 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 or subleases 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 Lease and real property, tangible and intangible personal property hereinafter referred to collectively as the "Mortgaged Property").

This instrument also creates a security interest in the Mortgaged Property, together with all replacements, substitutions, additions, products and proceeds thereof, in favor of the Mortgagee under the Florida Uniform Commercial Code to secure payment of principal, interest, and other amounts due Mortgagee now or hereafter secured hereby, and Mortgagee shall also have all the rights and remedies of a secured party under the Florida Uniform Commercial Code, and without limitation upon or in derogation of the rights and remedies created and accorded to the Mortgagee by this Mortgage pursuant to the common law or any other laws of the State of Florida or any other jurisdiction, it being understood that the rights and remedies of Mortgagee under the Florida Uniform Commercial Code shall be cumulative and in addition to all other rights and remedies of Mortgagee arising under the common law or any other laws of the State of Florida or any other jurisdiction.

**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 the 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 as set forth in the Lease and the loan from Mortgagee in the original principal amount of EIGHT HUNDRED THOUSAND DOLLARS (\$800,000.00) dated contemporaneously herewith. Mortgagor has full power and lawful authority to mortgage the Mortgaged 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, does, 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 EIGHT HUNDRED THOUSAND DOLLARS (\$800,000.00) as evidenced by that certain mortgage 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, 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 the paragraph. Mortgagee may from time to time at its option waive, and after 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 Mortgagee reimburses Mortgagee for such tax or assessment paid by Mortgagee with five (5) days of receipt by Mortgagee 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 proceeds received under any such policies shall be placed in escrow with mortgagee, and shall be used by Mortgagor to repair, rebuild or replace damaged structures on the Property, with Mortgagee monitoring reconstruction and disbursing such insurance proceeds in accordance with the terms of the Construction Loan Agreement. In the event Mortgagor, with Mortgagee's consent, determines not to repair, rebuild or replace damaged structure, or in the event there are any proceeds remaining after such repair, rebuilding or replacement, Mortgagee may, in its sole discretion, apply the remaining proceeds to the indebtedness secured hereby. Notwithstanding the foregoing, mortgage shall not be obligated to provide funds in excess of any insurance proceeds for the repair rebuilding or replacement damaged structures. 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) removing or exchanging any tangible personal property which is part of the Mortgaged property with a value of Five Thousand Dollars (\$5,000.00) or greater (provided that Mortgagor shall notify Mortgagee when any tangible personal property is removed or

exchanged). Mortgagor may not cancel or modify the Lease without Mortgagee's written consent, which consent may be withheld in Mortgagee's sole discretion.

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.

9. If Mortgagor fails to pay any claim, lien or encumbrance which is superior to this Mortgage, or prior to any delinquency, 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 Mortgage, 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 attorneys' and paralegals' fees and other items of expenses 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 his Mortgage, including all costs, reasonable attorneys' and paralegals' 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 appraisal laws.

12. If default be made in payment of any installment of principal or interest of the Note or any part thereof within ten (10) days of when due, or in payment, when due of any other sum secured hereby, and such default remains uncured for fifteen (15) days or more, or if a default be made in performance of any of Mortgagor's obligations, covenants or agreement 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 (provided that, if such default cannot be cured within thirty (30) days, and Mortgagor is diligently pursuing curative action, Mortgagor shall have ninety (90) days to cure same), 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 attorneys' and paralegal's fees, including all such costs, expenses, attorney's and paralegal'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. In the event of default by Mortgagor, Mortgagee shall deliver to the Board copies of any notices of default delivered to Mortgagor, and shall permit the Board to cure any such default within the time frame provided by Mortgagee to Mortgagor, plus thirty (30) days.

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 agreement hereunder:

(a) Mortgagee is authorized at any time, with notice to the Lessor, and the Dean of Students of 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 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 the 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 shall be paid to Mortgagor, unless the taking shall include part or all of Mortgagee's security hereunder (i.e. the buildings) or the taking shall have a material negative effect on Mortgagor's ability to make the payments under the Note or meet the obligations of this Mortgage, in which case the Mortgagee shall determine, in its reasonable discretion, how much of the award or compensation should be paid to each party. Mortgagee shall be under no obligation to question the amount

of any such award or compensation. In any such condemnation proceedings, Mortgagee may be represented by counsel selected by Mortgagee. The proceeds of any award or compensation paid to Mortgagee 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, the Note, Construction Loan Agreement and Assignment of Leases and Rentals.

22. If Mortgagor has defaulted under this Mortgage, then Mortgagor agrees to pay mortgagee, on demand, all costs and expenses of completion of the improvements on the real property, including all sums disbursed by Mortgagee incident to said completion and reasonable charges by Mortgagee for its services incident thereto and reasonable attorneys' and paralegals' fees (including appellate attorneys' and paralegals' fees) incurred by Mortgagee incident to said default and the completion of said construction, or incident to the enforcement of any provision hereof and all such sums, even though they may, when added to the monies advanced and disbursed under the Construction Loan Agreement, exceed the amount of the Note, shall be secured by the lien of the Mortgage as though the same were a part of the debt originally described in and secured thereby.

23. At the option of Mortgagee, Mortgagor shall provide Mortgagee with annual statements of the operations of the financial condition of Mortgagor certified by one of the principal officers of the Mortgagor by January 30 of each year.

24. 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.

25. Mortgagor represents and warrants that it is a duly organized and validly existing corporation, in good standing under the laws of the state of its incorporation, 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.

26. Whenever 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.

27. 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.

28. 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 except for that certain lease between the State of Florida Board of Trustees of the Internal Improvement Trust Fund as lessors and the Board as lessees being dated January 22, 1974 and as also referred to in Paragraph 2 of this 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 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 Mortgagees 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: The Mortgagor will not, without the prior written consent of the Mortgagee, modify 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, 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 Lessor 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 Lessor by Mortgagor under the Lease or other notice asserting lack of compliance by the Lessor 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 of 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 Mortgagor'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 an expense is incurred, to and including the date same is paid, and all such amounts, together with the interest thereon, shall be part of the indebtedness secured by this Mortgage.

M. Lien or Improvements: Upon the termination for any reason of the Lease during the term hereof, Mortgagee'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.

N. Subleases. Mortgagor has not subleased any portion of its leasehold interest in the Mortgaged Property to any person.

29. For the purpose of curing any breach of Mortgagor's covenants contained in Paragraph 28 of this Mortgage, or to exercise any option or right 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 to 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 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.

30. 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 or any third party, whether by purchase or otherwise.

31. 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 the 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 it provided in Paragraph 29 above.

32. The Mortgagor will on December 31 of each year hereafter and in any event within twenty (20) days after written demand by the Mortgagee, obtain an estoppel certificate from or on behalf of 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.

33. Mortgagee shall not have any liability or obligation under the Lease by reason of its acceptance of this Mortgage.

34. 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 28 hereof. 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.

35. A default by Mortgagor under the terms of the Mortgage Loan Commitment dated June 24, 1991, in relation to this Mortgage, or under the Assignment of Leases and Rentals, Construction Loan Agreement or any other loan document, shall also constitute a default under the terms of this Mortgage.

36. 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.

37. Any and all captions to paragraphs or subparagraphs of the Mortgage 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.

38. Any reference in this Mortgage to Mortgagor or Mortgagee in the singular shall include the plural thereof and each member thereof.

39. The Mortgagor expressly represents to the Mortgagee that, to the best of its knowledge the Property and the improvements thereon have not in the past been used, and are not presently being used, and will not in the future be used for the handling, storage, transportation, or disposal of hazardous or toxic materials. The Mortgagor agrees to indemnify, defend, and hold the Mortgagee harmless from and against any loss to the Mortgagee as a result of such past, present or future use, handling, storage, transportation or disposal of hazardous or toxic materials. The Mortgagee, at the Mortgagee's sole

option, may obtain at the Mortgagor's expense a report from a reputable environmental consultant of the Mortgagee's choice as to whether the property and the improvements have been or are presently being used for the handling, storage, transportation, or disposal of hazardous or toxic materials. If the report indicates such past or present use, handling, storage, transportation or disposal, the Mortgagee may require that all violations of law with respect to hazardous or toxic materials be corrected and/or that the Mortgagee obtain all necessary environmental permits before the Mortgagee shall fund any advance under this Mortgage.

40. Mortgagor shall not, without the prior written consent of Mortgagee, grant any lien, security interest, or other encumbrance (hereinafter called "Subordinate Mortgage") covering any of the Mortgaged Property. If Mortgagee consents to a Subordinate Mortgage, any such Subordinate Mortgage shall contain express covenants to the effect that:

(a) any Subordinate Mortgage, as the case may be, is unconditionally subordinate to this Mortgage and any modifications, amendments, consolidations, replacements, extensions or renewals thereof;

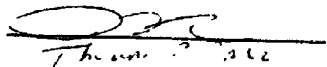
(b) rents, if collected by or for the holder of the any Subordinate Mortgage, as the case may be, shall be applied first to the payment of the indebtedness then due under the Note and expenses incurred in the ownership, operation and maintenance of the Mortgaged Property in such order as Mortgagee may determine, prior to being applied to any indebtedness secured by any Subordinate Mortgage; and

(c) a copy of any notice of default under any Subordinate Mortgage and written notice of the commencement of any action (whether judicial or pursuant to a power of sale) to foreclose or otherwise enforce any Subordinate Mortgage shall be contemporaneously given to Mortgagee.

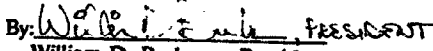
41. The outstanding principal balance of the loan shall not exceed SEVEN HUNDRED FIFTY THOUSAND DOLLARS (\$750,000.00) on the last day of the twelfth (12th) month following the effective date of this Agreement and the outstanding principal balance of this loan shall not exceed SEVEN HUNDRED THOUSAND DOLLARS (\$700,000.00) on the last day of the eighteenth (18th) month following the effective date of this Agreement. Failure to comply with the terms of this provision shall be a default of this loan.

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

Signed sealed and delivery  
in the presence of:

  
\_\_\_\_\_  
Ruth D. Merkle

ETA PI HOUSE, INCORPORATED

By:  PRESIDENT  
William D. Beekman, President  
Post Office Box 1031  
Orlando, Florida 32802

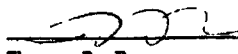
STATE OF FLORIDA  
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this 8th day of October, by William D. Beekman, as President of ETA PI HOUSE, INCORPORATED, on behalf

Marilyn Dymally/Elisabeth J. M. G.  
October 8, 1991



of the corporation.

  
Thomas P. Page  
Notary Public  
State of Florida at Large  
My Commission Expires:

NOTARY PUBLIC STATE OF FLORIDA  
MY COMMISSION EXP SEPT. 12, 1994  
BONDED THRU GENERAL INS. UND.



This instrument prepared by:  
Thomas P. Page, Esq.  
Maiter, Harbert & Bates, P.A.  
Post Office Box 2834  
Orlando, Florida 32802

EXHIBIT "A"

**MEMORANDUM OF SUB-LEASE**

THIS MEMORANDUM OF SUB-LEASE is made and entered into by and between the UNIVERSITY OF CENTRAL FLORIDA ("LANDLORD"), Orlando, Florida 32816, and ETA PI HOUSE, INCORPORATED, ("Tenant"), Post Office Box 1031, Orlando, Florida 32802.

1. Agreement of Sub-Lease. This Memorandum is intended to evidence the fact that Landlord and Tenant entered into that certain Sub-Lease executed by Tenant on March 30, 1989, wherein Landlord demised to Tenant and Tenant leased from Landlord that certain real property described on Exhibit "A" attached hereto and incorporated herein by this reference ("Premises").

2. Term of Sub-Lease. The original term of the Sub-Lease is for a period of sixty (60) years commencing as of the date of the Sub-Lease.

3. Other Information. For further details pertaining to the Sub-Lease, interested persons may contact Landlord or Tenant at the addresses set forth above.

4. Limitation of Memorandum. Nothing contained herein is intended to limit, modify or otherwise alter the respective rights and responsibilities of Landlord and Tenant under the Sub-Lease.

IN WITNESS WHEREOF, the parties have executed this Memorandum of Sub-Lease on the date first set forth above.

LANDLORD:

Signed, sealed and delivered  
in the presence of:

\_\_\_\_\_  
\_\_\_\_\_

UNIVERSITY OF CENTRAL FLORIDA

By: /s/ \_\_\_\_\_

President of the  
University of Central  
Florida acting for and  
on behalf of the Board  
of Regents of the State  
of Florida  
Orlando, Florida 32816-0001

Date: \_\_\_\_\_

TENANT:

ETA PI HOUSE, INCORPORATED

By: /s/ \_\_\_\_\_

William D. Beekman,  
President

(CORPORATE SEAL)

Date: \_\_\_\_\_

etisub.lea  
October 8, 1991

GR4335 PG2712

**LEGAL DESCRIPTION**  
**EXHIBIT "B"**

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 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; run thence N 18°45'00" E for a distance of 352.50 feet; thence run N 00°31'50" E for a distance of 270.79 feet to the Point of Beginning; thence continue N 00°31'50" East 416.10 feet; thence run S 90°00'00" E 240.32 feet to the P.C. of a 940.86 foot radius curve to the right; thence run Easterly along said curve whose chord bears S 88°28'39" E 49.99 feet through a central angle of 03°02'42" an arc distance of 50.00 feet; thence run S 00°00'00" W 134.65 feet to the P.C. of a 9.00 foot radius curve to the right; thence run Southeasterly along said curve whose chord bears S 15°00'00" W 4.66 feet, through a central angle of 30°00'00" an arc distance of 4.71 feet; thence run S 30°00'00" W, 56.71 feet to the P.C. of a 63.00 foot radius curve to the left; thence run Southerly along said curve whose chord bears S 00°42'43" E 64.35 feet through a central angle of 61°25'27" an arc distance of 67.54 feet; thence run S 58°34'33" W, 311.00 feet to the Point of Beginning.

**RECORDED & RECORDED THEREIN**

*Martha Haynes*  
County Constructor, Orange Co., FL

OR4335 PG2718

35 2nd 147  
This instrument prepared by:  
Thomas P. Page, Esq.  
Motor, Harbert & Bates, P.A.  
Post Office Box 2834  
Orlando, FL 32802

24  
Rec Fee \$ 66.00 MARTHA O. HAYNIE,  
Add Fee \$ 8.90 Orange County  
Doc Tax \$ 2568.00 Comptroller  
Int Tax \$ 7600.00 By CS  
Total \$ 4229.00 Deputy Clerk

### LEASEHOLD MORTGAGE AND SECURITY AGREEMENT

THIS LEASEHOLD MORTGAGE (the Mortgage), dated as of October 8, 1991, by and between ETA PI HOUSE, INCORPORATED, a Florida not-for-profit 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, Commercial Real Estate Division, having an office at 200 South Orange Avenue, Tower 5, Orlando, Florida, 32801 (hereinafter called Mortgagee);

3902952 Orange Co. FL.  
10/11/91 03:01:10pm

WITNESSETH:

OR4 335 PG2699

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 leasehold estate created by the terms of a Sub-Lease (the "Lease") executed by Mortgagor on March 30, 1989, between Mortgagor, as Lessee, and BOARD OF REGENTS OF THE STATE OF FLORIDA (the "Board") as Lessor, and any modifications, renewals or extensions thereof (a copy of a Memorandum of the Sub-Lease being attached hereto as Exhibit "A") which Lease covers real property situate in Orange County, Florida, more particularly described in Exhibit "B" attached hereto and incorporated herein.

3973670 Orange Co. FL.  
01/22/92 08:41:48am

TOGETHER WITH a fee simple interest in 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 Mortgagor of said real property) now or thereafter 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 or subleases 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 Lease and real property, tangible and intangible personal property hereinafter referred to collectively as the "Mortgaged Property").

This instrument also creates a security interest in the Mortgaged Property, together with all replacements, substitutions, additions, products and proceeds thereof, in favor of the Mortgagee under the Florida Uniform Commercial Code to secure payment of principal, interest, and other amounts due Mortgagee now or hereafter secured hereby, and Mortgagee shall also have all the rights and remedies of a secured party under the Florida Uniform Commercial Code, and without limitation upon or in derogation of the rights and remedies created and accorded to the Mortgagee by this Mortgage pursuant to the common law or any other laws of the State of Florida or any other jurisdiction, it being understood that the rights and remedies of Mortgagee under the Florida Uniform Commercial Code shall be cumulative and in addition to all other rights and remedies of Mortgagee arising under the common law or any other laws of the State of Florida or any other jurisdiction.

1dally/Olyne/FinPaul JI.Mig  
October 8, 1991

THIS LEASEHOLD MORTGAGE AND SECURITY AGREEMENT  
IS RE-RECORDED TO CORRECT THE RECORDING SEQUENCE  
OF THE PRIOR RECORDING OF ALL CLOSING DOCUMENTS.

22d  
Rec Fee \$ 61.00 MARTHA O HAYNIE,  
Add Fee \$ 8.90 Orange County  
Doc Tax \$ 2568.00 Comptroller  
Int Tax \$ 7600.00 By CS  
Total \$ 4229.00 Deputy Clerk

OR4 366 PG1690

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 the 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 as set forth in the Lease and the loan from Mortgagee in the original principal amount of EIGHT HUNDRED THOUSAND DOLLARS (\$800,000.00) dated contemporaneously herewith. Mortgagor has full power and lawful authority to mortgage the Mortgaged 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, does, 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 EIGHT HUNDRED THOUSAND DOLLARS (\$800,000.00) as evidenced by that certain mortgage 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, 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 the paragraph. Mortgagee may from time to time at its option waive, and after 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 with five (5) days of receipt by Mortgagee 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 proceeds received under any such policies shall be placed in escrow with mortgagee, and shall be used by Mortgagor to repair, rebuild or replace damaged structures on the Property, with Mortgagee monitoring reconstruction and disbursing such insurance proceeds in accordance with the terms of the Construction Loan Agreement. In the event Mortgagor, with Mortgagee's consent, determines not to repair, rebuild or replace damaged structure, or in the event there are any proceeds remaining after such repair, rebuilding or replacement, Mortgagee may, in its sole discretion, apply the remaining proceeds to the indebtedness secured hereby. Notwithstanding the foregoing, mortgage shall not be obligated to provide funds in excess of any insurance proceeds for the repair rebuilding or replacement damaged structures. 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) removing or exchanging any tangible personal property which is part of the Mortgaged property with a value of Five Thousand Dollars (\$5,000.00) or greater (provided that Mortgagor shall notify Mortgagee when any tangible personal property is removed or

exchanged). Mortgagor may not cancel or modify the Lease without Mortgagee's written consent, which consent may be withheld in Mortgagee's sole discretion.

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.

9. If Mortgagor fails to pay any claim, lien or encumbrance which is superior to this Mortgage, or prior to any delinquency, 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 attorneys' and paralegals' fees and other items of expenses 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 his Mortgage, including all costs, reasonable attorneys' and paralegals' 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 appraisal laws.

12. If default be made in payment of any installment of principal or interest of the Note or any part thereof within ten (10) days of when due, or in payment, when due of any other sum secured hereby, and such default remains uncured for fifteen (15) days or more, or if a default be made in performance of any of Mortgagor's obligations, covenants or agreement 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 (provided that, if such default cannot be cured within thirty (30) days, and Mortgagor is diligently pursuing curative action, Mortgagor shall have ninety (90) days to cure same), 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 attorneys' and paralegal's fees, including all such costs, expenses, attorney's and paralegal'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. In the event of default by Mortgagor, Mortgagee shall deliver to the Board copies of any notices of default delivered to Mortgagor, and shall permit the Board to cure any such default within the time frame provided by Mortgagee to Mortgagor, plus thirty (30) days.

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 agreement hereunder:

(a) Mortgagee is authorized at any time, with notice to the Lessor, and the Dean of Students of 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 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 the 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 shall be paid to Mortgagor, unless the taking shall include part or all of Mortgagee's security hereunder (i.e. the buildings) or the taking shall have a material negative effect on Mortgagor's ability to make the payments under the Note or meet the obligations of this Mortgage, in which case the Mortgagee shall determine, in its reasonable discretion, how much of the award or compensation should be paid to each party. Mortgagee shall be under no obligation to question the amount

of any such award or compensation. In any such condemnation proceedings, Mortgagee may be represented by counsel selected by Mortgagee. The proceeds of any award or compensation paid to Mortgagee 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, the Note, Construction Loan Agreement and Assignment of Leases and Rentals.

22. If Mortgagor has defaulted under this Mortgage, then Mortgagor agrees to pay mortgagee, on demand, all costs and expenses of completion of the improvements on the real property, including all sums disbursed by Mortgagee incident to said completion and reasonable charges by Mortgagee for its services incident thereto and reasonable attorneys' and paralegals' fees (including appellate attorneys' and paralegals' fees) incurred by Mortgagee incident to said default and the completion of said construction, or incident to the enforcement of any provision hereof and all such sums, even though they may, when added to the monies advanced and disbursed under the Construction Loan Agreement, exceed the amount of the Note, shall be secured by the lien of the Mortgage as though the same were a part of the debt originally described in and secured thereby.

23. At the option of Mortgagee, Mortgagor shall provide Mortgagee with annual statements of the operations of the financial condition of Mortgagor certified by one of the principal officers of the Mortgagor by January 30 of each year.

24. 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.

25. Mortgagor represents and warrants that it is a duly organized and validly existing corporation, in good standing under the laws of the state of its incorporation, 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.

26. Whenever 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.

27. 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.

28. 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 except for that certain lease between the State of Florida Board of Trustees of the Internal Improvement Trust Fund as lessors and the Board as lessees being dated January 22, 1974 and as also referred to in Paragraph 2 of this 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 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 Mortgagees 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: The Mortgagor will not, without the prior written consent of the Mortgagee, modify 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, 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 Lessor 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 Lessor by Mortgagor under the Lease or other notice asserting lack of compliance by the Lessor 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 of 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 Mortgagor'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 an expense is incurred, to and including the date same is paid, and all such amounts, together with the interest thereon, shall be part of the indebtedness secured by this Mortgage.

M. Lien or Improvements: Upon the termination for any reason of the Lease during the term hereof, Mortgagee'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.

N. Subleases. Mortgagor has not subleased any portion of its leasehold interest in the Mortgaged Property to any person.

29. For the purpose of curing any breach of Mortgagor's covenants contained in Paragraph 28 of this Mortgage, or to exercise any option or right 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 to 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 option of the Mortgagee desirable to effect 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.

30. 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 or any third party, whether by purchase or otherwise.

31. 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 the 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 it provided in Paragraph 29 above.

32. The Mortgagor will on December 31 of each year hereafter and in any event within twenty (20) days after written demand by the Mortgagee, obtain an estoppel certificate from or on behalf of 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.

33. Mortgagee shall not have any liability or obligation under the Lease by reason of its acceptance of this Mortgage.

34. 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 28 hereof. 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.

35. A default by Mortgagor under the terms of the Mortgage Loan Commitment dated June 24, 1991, in relation to this Mortgage, or under the Assignment of Leases and Rentals, Construction Loan Agreement or any other loan document, shall also constitute a default under the terms of this Mortgage.

36. 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.

37. Any and all captions to paragraphs or subparagraphs of the Mortgage 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.

38. Any reference in this Mortgage to Mortgagor or Mortgagee in the singular shall include the plural thereof and each member thereof.

39. The Mortgagor expressly represents to the Mortgagee that, to the best of its knowledge the Property and the improvements thereon have not in the past been used, and are not presently being used, and will not in the future be used for the handling, storage, transportation, or disposal of hazardous or toxic materials. The Mortgagor agrees to indemnify, defend, and hold the Mortgagee harmless from and against any loss to the Mortgagee as a result of such past, present or future use, handling, storage, transportation or disposal of hazardous or toxic materials. The Mortgagee, at the Mortgagee's sole

option, may obtain at the Mortgagor's expense a report from a reputable environmental consultant of the Mortgagee's choice as to whether the property and the improvements have been or are presently being used for the handling, storage, transportation, or disposal of hazardous or toxic materials. If the report indicates such past or present use, handling, storage, transportation or disposal, the Mortgagee may require that all violations of law with respect to hazardous or toxic materials be corrected and/or that the Mortgagee obtain all necessary environmental permits before the Mortgagee shall fund any advance under this Mortgage.

40. Mortgagor shall not, without the prior written consent of Mortgagee, grant any lien, security interest, or other encumbrance (hereinafter called "Subordinate Mortgage") covering any of the Mortgaged Property. If Mortgagee consents to a Subordinate Mortgage, any such Subordinate Mortgage shall contain express covenants to the effect that:

(a) any Subordinate Mortgage, as the case may be, is unconditionally subordinate to this Mortgage and any modifications, amendments, consolidations, replacements, extensions or renewals thereof;

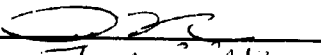
(b) rents, if collected by or for the holder of the any Subordinate Mortgage, as the case may be, shall be applied first to the payment of the indebtedness then due under the Note and expenses incurred in the ownership, operation and maintenance of the Mortgaged Property in such order as Mortgagee may determine, prior to being applied to any indebtedness secured by any Subordinate Mortgage; and

(c) a copy of any notice of default under any Subordinate Mortgage and written notice of the commencement of any action (whether judicial or pursuant to a power of sale) to foreclose or otherwise enforce any Subordinate Mortgage shall be contemporaneously given to Mortgagee.

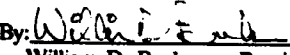
41. The outstanding principal balance of the loan shall not exceed SEVEN HUNDRED FIFTY THOUSAND DOLLARS (\$750,000.00) on the last day of the twelfth (12th) month following the effective date of this Agreement and the outstanding principal balance of this loan shall not exceed SEVEN HUNDRED THOUSAND DOLLARS (\$700,000.00) on the last day of the eighteenth (18th) month following the effective date of this Agreement. Failure to comply with the terms of this provision shall be a default of this loan.

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

Signed sealed and delivery  
in the presence of:

  
\_\_\_\_\_  
Ruth D. Merkle


ETA PI HOUSE, INCORPORATED

By:  PRESIDENT  
William D. Beckman, President  
Post Office Box 1031  
Orlando, Florida 32802

STATE OF FLORIDA  
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this 8th day of October, by William D. Beckman, as President of ETA PI HOUSE, INCORPORATED, on behalf

of the corporation.

  
Thomas P. Page  
Notary Public  
State of Florida at Large  
My Commission Expires:

NOTARY PUBLIC STATE OF FLORIDA  
MY COMMISSION EXP. SEPT. 12, 1994  
BONDED THRU GENERAL INS. UND.



OR4366 PG1702

OR4335 PG2711



EXHIBIT "A"

**MEMORANDUM OF SUB-LEASE**

THIS MEMORANDUM OF SUB-LEASE is made and entered into by and between the UNIVERSITY OF CENTRAL FLORIDA ("LANDLORD"), Orlando, Florida 32816, and ETA PI HOUSE, INCORPORATED, ("Tenant"), Post Office Box 1031, Orlando, Florida 32802.

1. Agreement of Sub-Lease. This Memorandum is intended to evidence the fact that Landlord and Tenant entered into that certain Sub-Lease executed by Tenant on March 30, 1989, wherein Landlord demised to Tenant and Tenant leased from Landlord that certain real property described on Exhibit "A" attached hereto and incorporated herein by this reference ("Premises").

2. Term of Sub-Lease. The original term of the Sub-Lease is for a period of sixty (60) years commencing as of the date of the Sub-Lease.

3. Other Information. For further details pertaining to the Sub-Lease, interested persons may contact Landlord or Tenant at the addresses set forth above.

4. Limitation of Memorandum. Nothing contained herein is intended to limit, modify or otherwise alter the respective rights and responsibilities of Landlord and Tenant under the Sub-Lease.

IN WITNESS WHEREOF, the parties have executed this Memorandum of Sub-Lease on the date first set forth above.

LANDLORD:

Signed, sealed and delivered  
in the presence of:

UNIVERSITY OF CENTRAL FLORIDA

By: /s/

President of the  
University of Central  
Florida acting for and  
on behalf of the Board  
of Regents of the State  
of Florida  
Orlando, Florida 32816-0001

Date: \_\_\_\_\_

TENANT:

ETA PI HOUSE, INCORPORATED

By: /s/  
William D. Beekman,  
President

(CORPORATE SEAL)

OR 4366 PG 1703

Date: \_\_\_\_\_

ctisub.lea  
October 8, 1991

OR 4335 PG 2712

**LEGAL DESCRIPTION**  
**EXHIBIT "B"**

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 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; run thence N 18°45'00" E for a distance of 352.50 feet; thence run N 00°31'50" E for a distance of 270.79 feet to the Point of Beginning; thence continue N 00°31'50" East 416.10 feet; thence run S 90°00'00" E 240.32 feet to the P.C. of a 940.86 foot radius curve to the right; thence run Easterly along said curve whose chord bears S 88°28'39" E 49.99 feet through a central angle of 03°02'42" an arc distance of 50.00 feet; thence run S 00°00'00" W 134.65 feet to the P.C. of a 9.00 foot radius curve to the right; thence run Southeasterly along said curve whose chord bears S 15°00'00" W 4.66 feet, through a central angle of 30°00'00" an arc distance of 4.71 feet; thence run S 30°00'00" W, 56.71 feet to the P.C. of a 63.00 foot radius curve to the left; thence run Southerly along said curve whose chord bears S 00°42'43" E 64.35 feet through a central angle of 61°25'27" an arc distance of 67.54 feet; thence run S 58°34'33" W, 311.00 feet to the Point of Beginning.

157 RECORDED & RETURNED  
*Martha Haynes*  
County Comptroller, Orange Co., FL

229 RECORDED & RETURNED  
*Martha Haynes*  
County Comptroller, Orange Co., FL

OR4366 PG1704

OR4335 PG2748

62  
This instrument prepared by:  
Thomas P. Page, Esq.  
Matee, Herbert & Bates, P.A.  
Post Office 2854  
Orlando, FL 32802

Rec Fee \$ 25.00 MARTHA O. HAYNIE,  
Add Fee \$ 3.30 Orange County  
Doc Tax \$ \_\_\_\_\_ Comptroller  
Int Tax \$ \_\_\_\_\_ By \_\_\_\_\_  
Total \$ 28.30 Deputy Clerk

### ASSIGNMENT OF LEASES AND RENTALS

THIS ASSIGNMENT OF LEASE AND RENTALS (the "Assignment"), is made this 8th day of October, 1991 by ETA PI HOUSE, INCORPORATED, a Florida not-for-profit corporation (hereinafter referred to as "Assignor") Post Office Box 1031, Orlando, Florida 32802, in favor of SUN BANK, NATIONAL ASSOCIATION, a national banking association existing under the laws of the United States (hereinafter referred to as "Assignee") and is made with reference to the following:

W-I-T-N-E-S-S-E-T-H: 3902953 Orange Co. FL.  
10/11/91 03:01:24pm

OR4335 PG2714

WHEREAS, Assignor is the leasehold owner of certain real property situated in Orange County, Florida, and more particularly described in Exhibit "A" attached hereto and by this reference made a part hereof (the "Property"); and

WHEREAS, Assignee has agreed to loan EIGHT HUNDRED THOUSAND (\$800,000.00) to Assignor in accordance with the provisions of the Mortgage Loan Commitment dated September 27, 1991; and

WHEREAS, as a condition of the above-described Commitment by Assignee to Assignor, Assignee has required Assignor to execute this Assignment.

NOW, THEREFORE, for and in consideration of the Mortgage Loan Commitment as described above, and other good and valuable consideration, receipt of which is hereby acknowledged by the Assignee, and as security for the loan hereinafter described, the Assignor covenants, and agrees as follows:

1. The Assignor hereby grants, assigns, transfers, and sets over unto Assignee, and to the extent possible, grants a security interest in, any and all right, title and interest of Assignor in all income, rents, issues, profits, revenues, royalties, rights and benefits whether now existing, owned, held or hereafter acquired of and from the Property and each and every part and parcel thereof and of and from any business activity conducted by Assignor on or through use of the Property (herein called the "Rents, Issues and Profits"). Pursuant thereto, Assignor hereby grants, assigns, transfers and sets over, and to the extent possible, grants a security interest in, all leases, subleases, contracts for deed and contracts for sale and all other documents or contractual rights, written or verbal, covering any part or parcel of the Property, whether heretofore or hereafter made, executed and delivered, along with any accounts or chattel paper arising from any business activity conducted by Assignor on or through use of the Property, and any deposit accounts into which any of the proceeds of the foregoing are deposited.

Assignor further assigns and sets over unto the Assignee and to the extent possible, grants a security interest in any proceeds and products derived from the rights, interests and property of Assignor described above.

2. This Assignment shall remain in full force and effect until that certain Mortgage Note made by Assignor payable to the order of Assignee of even date herewith in the principal amount of EIGHT HUNDRED THOUSAND DOLLARS (\$800,000.00) (herein, together with any subsequent extensions or renewals thereof, called the "Note"), and all obligations secured by that certain Leasehold Mortgage and Security Agreement of even date herewith from Assignor to Assignee (herein called the "Mortgage"), such Mortgage encumbering, among other things, the Property, shall have been fully paid and

satisfied, at which time this Assignment shall end.

3. It is agreed that if any of the property herein assigned is of a nature so that a security interest therein can be perfected under the Uniform Commercial Code, this instrument shall constitute a Security Agreement and Assignor agrees to join with Assignee in the execution of any financing statements and to execute any other instruments that may be required for the perfection or renewal of such security interests under the Uniform Commercial Code.

4. So long as there shall exist no default by Assignor in the payment of the principal sum, interest and indebtedness evidenced by the Note and secured hereby and by the Mortgage or in the performance of any obligation, covenant or agreement herein or in the Note, in the Mortgage, or in any other document executed in connection with the loan, Assignor shall have the right to collect the Rents, Issues and Profits as they come due, but such privilege shall not operate to permit the collection by Assignor of any installments of rent or other sums due in advance of the date prescribed in the lease(s) or contract(s) for the payment thereof.

5. Assignor hereby authorizes and empowers Assignee to collect the Rents, Issues and Profits as they shall become due, upon or at any time after default in the payment of the principal sum, interest and indebtedness evidenced by the Note and secured hereby and by the Mortgage or after default in the performance of any obligation, covenant or agreement contained herein or in the Note, in the Mortgage, or in any other document executed in connection with the loan or in any lease or contract on the part of Assignor to be performed. Assignor hereby directs each and all of the tenants of the Property or any part or parts thereof, all contract vendees and account debtors of Assignor to pay such rents or other payments as may now be due or shall hereafter become due to Assignee upon demand for payment thereof by Assignee. Upon demand by Assignee, all tenants, contract vendees and account debtors shall pay the rents, installment payments or other payments to Assignee without further inquiry. In addition to the above, Assignee may, after a default by Assignor, at its option, and without in any way waiving such default:

(i) exercise, either independently or concurrently, any of its rights or remedies under the Note, the Mortgage or any other document executed in connection with the loan; and/or

ii) exercise, either independently or concurrently, any and all rights and remedies of a secured party under the Uniform Commercial Code of the State of Florida; and/or

iii) exercise, either independently or concurrently, any and all other rights and remedies available to Lender at law or in equity.

6. In no instance shall Assignee be responsible to lessees for payment of interest upon, or return of, any lease security deposits or guaranty payments or advanced rental payments nor to contract vendees for any deposits, down payments, or other payments made under any contract.

7. Assignee shall not be responsible for the control, care or management of the Property or for carrying out any of the terms and conditions of said lease or leases, or for any waste committed or permitted on the Property by any tenant. The Assignee shall not be liable by reason of any dangerous or defective condition of the Property resulting in loss or injury to any tenant or other person, and Assignor agrees to indemnify and hold Assignee harmless from any such liability.

8. Nothing herein contained shall be construed as making Assignee a mortgagee in possession, nor shall Assignee be liable for laches, or failure to collect said Rents, Issues and Profits, or other payments due, and it is understood that Assignee is to account only for such sums as are actually collected by it.

9. This Assignment is given as security for the performance of each and all of the obligations and covenants of the Note, and all other documents and security instruments given with respect to the Note. Amounts collected hereunder, less the expense of collection, including reasonable attorney's fees, (such fees to include attorneys fees incurred on appeal or in bankruptcy proceedings), shall be applied on account of taxes and assessments on the Property, insurance premiums and principal and interest due under the Note.

10. Neither the execution of this Assignment, nor any act or inaction on the part of Assignee under this Assignment shall release Assignor from any of its obligations under any or all of the aforesaid leases, contracts for deed, contracts for sale, accounts, or chattel paper or constitute an assumption of any such obligations on the part of Assignee. No action or failure to act on the part of Assignor shall adversely affect or limit in any way the rights of Assignee under or through this Assignment or under any or all of the aforesaid leases, contracts for deed, contracts for sale, accounts or chattel paper.

11. Assignor hereby covenants and warrants that it has not executed any prior assignment or pledge of any leases, contracts for deed, or contracts for sale which relate to the Property, or any part thereof, or of any accounts or chattel paper arising from any business activity conducted by Assignor on or through use of the Property. Assignor further covenants and warrants that it has not executed any prior assignment or pledge of the Rents, Issues and Profits from the property, or any part thereof, not performed any act or executed any other instrument which might prevent Assignee from operating under any of the terms and conditions of this Assignment, or which would limit Assignee in such operation. Assignor further covenants and warrants that it has disclosed to Assignee all the leases, contracts for deed, contracts for sale, accounts and chattel paper which exist on even date herewith.

12. Assignor hereby covenants that so long as the aforesaid indebtedness, or any part thereof, shall remain unpaid, Assignor will make no other assignment, pledge or disposition of such leases, subleases, contracts for deed, contracts for sale, accounts, chattel paper or of such Rents, Issues and Profits.

13. Assignor covenants that at its sole expense it (a) will duly and punctually perform and comply with any and all representations, warranties, covenants, terms and provisions to be performed or complied with by it in the aforesaid leases and contracts; (b) will not voluntarily terminate, cancel or waive its rights or the obligations of any other party under any of the leases, or contracts without the express written consent of Assignee; (c) will maintain such leases and contracts in full force and effect and make no alterations, changes or modifications thereto without Assignee's prior written consent; (d) will enforce the leases and contracts in accordance with their terms but will not dispossess or evict any tenant without notice to and approval by Assignee; (e) will appear in and defend any action or proceeding arising under or in any manner connected with any of the leases or contracts of the representations, warranties, covenants and agreements of it or the other party or parties thereof; (f) will permit Assignee, through its designated agents, employees or such other persons as it may authorize, access to all accounting books, leases, and business records whatsoever pertaining to the Property for the purpose of auditing, reviewing, inspecting or copying the same during regular business hours; (g) will not accept payment of rent for any lease more than one (1) month in advance without Assignee's express consent, except prepayments in the nature of security for the performance by the lessees thereunder and payments by tenants who are student members of Sigma Chi Fraternity who may pay their rent up to one (1) semester in advance

according to the school calendar of the University of Central Florida; (h) will comply with all state and local laws and ordinances and all regulations and rules of administrative agencies affecting the rental and/or sales activities conducted on the Property; and (i) will take all additional actions to these ends as from time to time may be requested in writing by Assignee.

14. Assignor agrees from time to time to execute and deliver all such instruments and to take all such action for the purpose of further effectuating this Assignment and the carrying out of the terms hereof, as may be requested in writing by Assignee.

15. The Assignor will indemnify and save harmless the Assignee against any and all expenses, costs and fees, including reasonable attorneys fees, whether or not an action be brought, and including such as are incurred on appeal, which the Assignee incurs or pays on account or growing out of any default, breach or failure to perform by the Assignor of any one or more of the covenants and agreements contained in either (a) this Assignment, (b) any item assigned hereby now in existence, or (c) any item assigned hereby and hereafter made, and such amounts incurred shall be secured hereby and by the lien of the Mortgage.

16. In the event any tax or assessment shall be levied or assessed against the Assignee on account of or incident to this Assignment, the Assignor will pay said tax as soon as it is due and payable, and if the Assignor shall fail to pay any such tax the Assignee may pay the same and the amount paid shall be repaid by the Assignor to the Assignee and shall be secured hereby and by the lien of the Mortgage and shall be immediately due and payable, together with interest at the highest legal rate permitted by law from time to time to be charged by Assignee, from and after the date the tax was paid by the Assignee.

17. In the event the Assignor defaults in, breaches or fails to perform any one or more of the covenants and agreements contained in this Assignment, such shall constitute a default, breach or failure to perform under the Note, the Mortgage and any other document executed in connection with the loan. All of the rights and remedies of the Assignee hereunder and under all other loan documents are cumulative and concurrent, and may be pursued singly, successively, or together against Assignor, the Property, the interests hereby assigned and any other security given at any time to secure payment of the Note, all at the sole discretion of Assignor. The rights and remedies provided by this Assignment are in addition to and not in limitation of the Assignee's rights under the terms of any other documents executed in connection with this loan.

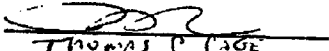
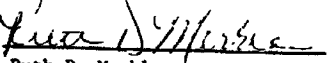
18. It is understood and agreed that neither the existence of this Assignment nor the exercise of its privileges to collect such Rents, Issues and Profits hereunder, shall be construed as a waiver by Assignee or its successors and assigns, of the right to enforce payment of the debt hereinabove mentioned, in strict accordance with the terms and provisions of the Note evidencing the indebtedness for which this Assignment is given as additional security.

19. The term "leases" as used herein shall include any and all leases, rental agreements, subleases, (including but not limited to that certain Sub-Lease naming Eta Pi House, Incorporated as Lessor and Assignor as Lessee executed by Lessee on JUNE 27, 1991, together with any possessory rights of Assignor thereunder), licenses, franchises, permits, concessions or other agreements (written or verbal, now or hereafter in effect) which grant the right upon the giving of a valuable consideration to temporarily occupy, use or have a possessory interest in and to the Property or any part thereof and shall also include any and all amendments, modifications, extensions, or renewals to any of the foregoing. The term "tenant" shall include all the parties thereto contracting with Assignor. The term "contracts" as used herein shall include all contracts for deed,


contracts for sale or other similar agreements (written or verbal, now or hereafter in effect) which grant the right upon the giving of a valuable consideration to have a beneficial or outright ownership interest in all or any part of the Property and shall also include any amendments or modifications thereto. The term "contract vendee" and the term "account debtor" shall include all the parties thereto contracting with Assignor. The term "Assignor" shall include the party named as such, its successors and assigns. The term "Assignee" shall include the party named as such, its successors and assigns.

IN WITNESS WHEREOF, the Assignor has caused these presents to be executed under seal the day and year first above written.

Signed sealed and delivery  
in the presence of:

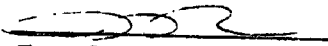
  
THOMAS P. PAGE  
  
Ruth D. Merkle

ETA PI HOUSE, INCORPORATED

By:  PRESIDENT  
William D. Beckman  
President  
Post Office Box 1031  
Orlando, Florida 32802

STATE OF FLORIDA  
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this 8th day of October, 1991, by William D. Beckman, as President of ETA PI HOUSE, INCORPORATED, on behalf of said corporation.

  
Thomas P. Page  
Notary Public  
State of Florida at Large  
My Commission Expires:

NOTARY PUBLIC STATE OF FLORIDA  
MY COMMISSION EXP. SEPT. 12, 1994  
BONDED THRU GENERAL INS. UND.

## LEGAL DESCRIPTION

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 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; run thence N 18°45'00" E for a distance of 352.50 feet; thence run N 00°31'50" E for a distance of 270.79 feet to the Point of Beginning; thence continue N 00°31'50" East 416.10 feet; thence run S 90°00'00" E 240.32 feet to the P.C. of a 940.86 foot radius curve to the right; thence run Easterly along said curve whose chord bears S 88°28'39" E 49.99 feet through a central angle of 03°02'42" an arc distance of 50.00 feet; thence run S 00°00'00" W 134.65 feet to the P.C. of a 9.00 foot radius curve to the right; thence run Southeasterly along said curve whose chord bears S 15°00'00" W 4.66 feet, through a central angle of 30°00'00" an arc distance of 4.71 feet; thence run S 30°00'00" W, 56.71 feet to the P.C. of a 63.00 foot radius curve to the left; thence run Southerly along said curve whose chord bears S 00°42'43" E 64.35 feet through a central angle of 61°25'27" an arc distance of 67.54 feet; thence run S 58°34'33" W, 311.00 feet to the Point of Beginning.

RECORDED & RECORD VIEWED

*Martha C. Haynes*  
County Comptroller, Orange Co., Fl.

EXHIBIT A

OR4335 P62718



15  
R  
This instrument prepared by:  
Thomas P. Page, Esq.  
Mastor, Harbert & Bates, P.A.  
Post Office 2854  
Orlando, FL 32802

15  
Rec Fee \$ 25.00  
Add Fee \$ 3.50  
Doc Tax \$  
Int Tax \$  
Total \$ 28.50  
MARTHA O. HAYNIE,  
Orange County  
Comptroller  
By  
Deputy Clerk

### ASSIGNMENT OF LEASES AND RENTALS

THIS ASSIGNMENT OF LEASE AND RENTALS (the "Assignment"), is made this 8th day of October, 1991 by ETA PI HOUSE, INCORPORATED, a Florida not-for-profit corporation (hereinafter referred to as "Assignor") Post Office Box 1031, Orlando, Florida 32802, in favor of SUN BANK, NATIONAL ASSOCIATION, a national banking association existing under the laws of the United States (hereinafter referred to as "Assignee") and is made with reference to the following:

W-I-T-N-E-S-S-E-T-H: 3902953 Orange Co. FL.  
10/11/91 03:01:24pm

OR4335 PG2714

WHEREAS, Assignor is the leasehold owner of certain real property situated in Orange County, Florida, and more particularly described in Exhibit "A" attached hereto and by this reference made a part hereof (the "Property"); and

WHEREAS, Assignee has agreed to loan EIGHT HUNDRED THOUSAND (\$800,000.00) to Assignor in accordance with the provisions of the Mortgage Loan Commitment dated September 27, 1991; and

3975671 Orange Co. FL.  
01/22/92 08:42:03am

WHEREAS, as a condition of the above-described Commitment by Assignee to Assignor, Assignee has required Assignor to execute this Assignment.

OR4366 PG1705

NOW, THEREFORE, for and in consideration of the Mortgage Loan Commitment as described above, and other good and valuable consideration, receipt of which is hereby acknowledged by the Assignee, and as security for the loan hereinafter described, the Assignor covenants, and agrees as follows:

1. The Assignor hereby grants, assigns, transfers, and sets over unto Assignee, and to the extent possible, grants a security interest in, any and all right, title and interest of Assignor in all income, rents, issues, profits, revenues, royalties, rights and benefits whether now existing, owned, held or hereafter acquired of and from the Property and each and every part and parcel thereof and of and from any business activity conducted by Assignor on or through use of the Property (herein called the "Rents, Issues and Profits"). Pursuant thereto, Assignor hereby grants, assigns, transfers and sets over, and to the extent possible, grants a security interest in, all leases, subleases, contracts for deed and contracts for sale and all other documents or contractual rights, written or verbal, covering any part or parcel of the Property, whether heretofore or hereafter made, executed and delivered, along with any accounts or chattel paper arising from any business activity conducted by Assignor on or through use of the Property, and any deposit accounts into which any of the proceeds of the foregoing are deposited.

Assignor further assigns and sets over unto the Assignee and to the extent possible, grants a security interest in any proceeds and products derived from the rights, interests and property of Assignor described above.

2. This Assignment shall remain in full force and effect until that certain Mortgage Note made by Assignor payable to the order of Assignee of even date herewith in the principal amount of EIGHT HUNDRED THOUSAND DOLLARS (\$800,000.00) (herein, together with any subsequent extensions or renewals thereof, called the "Note"), and all obligations secured by that certain Leasehold Mortgage and Security Agreement of even date herewith from Assignor to Assignee (herein called the "Mortgage"), such Mortgage encumbering, among other things, the Property, shall have been fully paid and

THIS ASSIGNMENT OF LEASES AND RENTALS IS  
RE-RECORDED TO CORRECT THE RECORDING SEQUENCE  
OF THE PRIOR RECORDING OF ALL CLOSING DOCUMENTS.

satisfied, at which time this Assignment shall end.

3. It is agreed that if any of the property herein assigned is of a nature so that a security interest therein can be perfected under the Uniform Commercial Code, this instrument shall constitute a Security Agreement and Assignor agrees to join with Assignee in the execution of any financing statements and to execute any other instruments that may be required for the perfection or renewal of such security interests under the Uniform Commercial Code.

4. So long as there shall exist no default by Assignor in the payment of the principal sum, interest and indebtedness evidenced by the Note and secured hereby and by the Mortgage or in the performance of any obligation, covenant or agreement herein or in the Note, in the Mortgage, or in any other document executed in connection with the loan, Assignor shall have the right to collect the Rents, Issues and Profits as they come due, but such privilege shall not operate to permit the collection by Assignor of any installments of rent or other sums due in advance of the date prescribed in the lease(s) or contract(s) for the payment thereof.

5. Assignor hereby authorizes and empowers Assignee to collect the Rents, Issues and Profits as they shall become due, upon or at any time after default in the payment of the principal sum, interest and indebtedness evidenced by the Note and secured hereby and by the Mortgage or after default in the performance of any obligation, covenant or agreement contained herein or in the Note, in the Mortgage, or in any other document executed in connection with the loan or in any lease or contract on the part of Assignor to be performed. Assignor hereby directs each and all of the tenants of the Property or any part or parts thereof, all contract vendees and account debtors of Assignor to pay such rents or other payments as may now be due or shall hereafter become due to Assignee upon demand for payment thereof by Assignee. Upon demand by Assignee, all tenants, contract vendees and account debtors shall pay the rents, installment payments or other payments to Assignee without further inquiry. In addition to the above, Assignee may, after a default by Assignor, at its option, and without in any way waiving such default:

(i) exercise, either independently or concurrently, any of its rights or remedies under the Note, the Mortgage or any other document executed in connection with the loan; and/or

ii) exercise, either independently or concurrently, any and all rights and remedies of a secured party under the Uniform Commercial Code of the State of Florida; and/or

iii) exercise, either independently or concurrently, any and all other rights and remedies available to Lender at law or in equity.

6. In no instance shall Assignee be responsible to lessees for payment of interest upon, or return of, any lease security deposits or guaranty payments or advanced rental payments nor to contract vendees for any deposits, down payments, or other payments made under any contract.

7. Assignee shall not be responsible for the control, care or management of the Property or for carrying out any of the terms and conditions of said lease or leases, or for any waste committed or permitted on the Property by any tenant. The Assignee shall not be liable by reason of any dangerous or defective condition of the Property resulting in loss or injury to any tenant or other person, and Assignor agrees to indemnify and hold Assignee harmless from any such liability.

OR4366 PG1706

8. Nothing herein contained shall be construed as making Assignee a mortgagee in possession, nor shall Assignee be liable for laches, or failure to collect said Rents, Issues and Profits, or other payments due, and it is understood that Assignee is to account only for such sums as are actually collected by it.

9. This Assignment is given as security for the performance of each and all of the obligations and covenants of the Note, and all other documents and security instruments given with respect to the Note. Amounts collected hereunder, less the expense of collection, including reasonable attorney's fees, (such fees to include attorneys fees incurred on appeal or in bankruptcy proceedings), shall be applied on account of taxes and assessments on the Property, insurance premiums and principal and interest due under the Note.

10. Neither the execution of this Assignment, nor any act or inaction on the part of Assignee under this Assignment shall release Assignor from any of its obligations under any or all of the aforesaid leases, contracts for deed, contracts for sale, accounts, or chattel paper or constitute an assumption of any such obligations on the part of Assignee. No action or failure to act on the part of Assignor shall adversely affect or limit in any way the rights of Assignee under or through this Assignment or under any or all of the aforesaid leases, contracts for deed, contracts for sale, accounts or chattel paper.

11. Assignor hereby covenants and warrants that it has not executed any prior assignment or pledge of any leases, contracts for deed, or contracts for sale which relate to the Property, or any part thereof, or of any accounts or chattel paper arising from any business activity conducted by Assignor on or through use of the Property. Assignor further covenants and warrants that it has not executed any prior assignment or pledge of the Rents, Issues and Profits from the property, or any part thereof, not performed any act or executed any other instrument which might prevent Assignee from operating under any of the terms and conditions of this Assignment, or which would limit Assignee in such operation. Assignor further covenants and warrants that it has disclosed to Assignee all the leases, contracts for deed, contracts for sale, accounts and chattel paper which exist on even date herewith.

12. Assignor hereby covenants that so long as the aforesaid indebtedness, or any part thereof, shall remain unpaid, Assignor will make no other assignment, pledge or disposition of such leases, subleases, contracts for deed, contracts for sale, accounts, chattel paper or of such Rents, Issues and Profits.

13. Assignor covenants that at its sole expense it (a) will duly and punctually perform and comply with any and all representations, warranties, covenants, terms and provisions to be performed or complied with by it in the aforesaid leases and contracts; (b) will not voluntarily terminate, cancel or waive its rights or the obligations of any other party under any of the leases, or contracts without the express written consent of Assignee; (c) will maintain such leases and contracts in full force and effect and make no alterations, changes or modifications thereto without Assignee's prior written consent; (d) will enforce the leases and contracts in accordance with their terms but will not dispossess or evict any tenant without notice to and approval by Assignee; (e) will appear in and defend any action or proceeding arising under or in any manner connected with any of the leases or contracts of the representations, warranties, covenants and agreements of it or the other party or parties thereof; (f) will permit Assignee, through its designated agents, employees or such other persons as it may authorize, access to all accounting books, leases, and business records whatsoever pertaining to the Property for the purpose of auditing, reviewing, inspecting or copying the same during regular business hours; (g) will not accept payment of rent for any lease more than one (1) month in advance without Assignee's express consent, except prepayments in the nature of security for the performance by the lessees thereunder and payments by tenants who are student members of Sigma Chi Fraternity who may pay their rent up to one (1) semester in advance

according to the school calendar of the University of Central Florida; (h) will comply with all state and local laws and ordinances and all regulations and rules of administrative agencies affecting the rental and/or sales activities conducted on the Property; and (i) will take all additional actions to these ends as from time to time may be requested in writing by Assignee.

14. Assignor agrees from time to time to execute and deliver all such instruments and to take all such action for the purpose of further effectuating this Assignment and the carrying out of the terms hereof, as may be requested in writing by Assignee.

15. The Assignor will indemnify and save harmless the Assignee against any and all expenses, costs and fees, including reasonable attorneys fees, whether or not an action be brought, and including such as are incurred on appeal, which the Assignee incurs or pays on account or growing out of any default, breach or failure to perform by the Assignor of any one or more of the covenants and agreements contained in either (a) this Assignment, (b) any item assigned hereby now in existence, or (c) any item assigned hereby and hereafter made, and such amounts incurred shall be secured hereby and by the lien of the Mortgage.

16. In the event any tax or assessment shall be levied or assessed against the Assignee on account of or incident to this Assignment, the Assignor will pay said tax as soon as it is due and payable, and if the Assignor shall fail to pay any such tax the Assignee may pay the same and the amount paid shall be repaid by the Assignor to the Assignee and shall be secured hereby and by the lien of the Mortgage and shall be immediately due and payable, together with interest at the highest legal rate permitted by law from time to time to be charged by Assignee, from and after the date the tax was paid by the Assignee.

17. In the event the Assignor defaults in, breaches or fails to perform any one or more of the covenants and agreements contained in this Assignment, such shall constitute a default, breach or failure to perform under the Note, the Mortgage and any other document executed in connection with the loan. All of the rights and remedies of the Assignee hereunder and under all other loan documents are cumulative and concurrent, and may be pursued singly, successively, or together against Assignor, the Property, the interests hereby assigned and any other security given at any time to secure payment of the Note, all at the sole discretion of Assignor. The rights and remedies provided by this Assignment are in addition to and not in limitation of the Assignee's rights under the terms of any other documents executed in connection with this loan.


18. It is understood and agreed that neither the existence of this Assignment nor the exercise of its privileges to collect such Rents, Issues and Profits hereunder, shall be construed as a waiver by Assignee or its successors and assigns, of the right to enforce payment of the debt hereinabove mentioned, in strict accordance with the terms and provisions of the Note evidencing the indebtedness for which this Assignment is given as additional security.

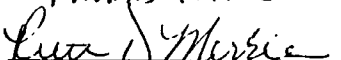
19. The term "leases" as used herein shall include any and all leases, rental agreements, subleases, (including but not limited to that certain Sub-Lease naming Eta Pi House, Incorporated as Lessor and Assignor as Lessee executed by Lessee on June 27, 1991, together with any possessory rights of Assignor thereunder), licenses, franchises, permits, concessions or other agreements (written or verbal, now or hereafter in effect) which grant the right upon the giving of a valuable consideration to temporarily occupy, use or have a possessory interest in and to the Property or any part thereof and shall also include any and all amendments, modifications, extensions, or renewals to any of the foregoing. The term "tenant" shall include all the parties thereto contracting with Assignor. The term "contracts" as used herein shall include all contracts for deed,

contracts for sale or other similar agreements (written or verbal, now or hereafter in effect) which grant the right upon the giving of a valuable consideration to have a beneficial or outright ownership interest in all or any part of the Property and shall also include any amendments or modifications thereto. The term "contract vendee" and the term "account debtor" shall include all the parties thereto contracting with Assignor. The term "Assignor" shall include the party named as such, its successors and assigns. The term "Assignee" shall include the party named as such, its successors and assigns.


IN WITNESS WHEREOF, the Assignor has caused these presents to be executed under seal the day and year first above written.

Signed sealed and delivery  
in the presence of:

  
THOMAS P. PAGE

  
Ruth D. Merkle

ETA PI HOUSE, INCORPORATED

By:   
William D. Beckman  
President  
Post Office Box 1031  
Orlando, Florida 32802

STATE OF FLORIDA  
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this 8th day of October, 1991, by William D. Beckman, as President of ETA PI HOUSE, INCORPORATED, on behalf of said corporation.



Thomas P. Page

Notary Public

State of Florida at Large

My Commission Expires: NOTARY PUBLIC STATE OF FLORIDA  
MY COMMISSION EXP SEPT. 12, 1994  
BONDED THRU GENERAL INS. UND.

OR4366 PG1708

OR4335 PG27#8

## LEGAL DESCRIPTION

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 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; run thence N 18°45'00" E for a distance of 352.50 feet; thence run N 00°31'50" E for a distance of 270.79 feet to the Point of Beginning; thence continue N 00°31'50" East 416.10 feet; thence run S 90°00'00" E 240.32 feet to the P.C. of a 940.86 foot radius curve to the right; thence run Easterly along said curve whose chord bears S 88°28'39" E 49.99 feet through a central angle of 03°02'42" an arc distance of 50.00 feet; thence run S 00°00'00" W 134.65 feet to the P.C. of a 9.00 foot radius curve to the right; thence run Southeasterly along said curve whose chord bears S 15°00'00" W 4.66 feet, through a central angle of 30°00'00" an arc distance of 4.71 feet; thence run S 30°00'00" W, 56.71 feet to the P.C. of a 63.00 foot radius curve to the left; thence run Southerly along said curve whose chord bears S 00°42'43" E 64.35 feet through a central angle of 61°25'27" an arc distance of 67.54 feet; thence run S 58°34'33" W, 311.00 feet to the Point of Beginning.

1<sup>st</sup>

RECORDED & RETURNED

*Martha O'Haynes*  
County Comptroller, Orange Co., FL

OR4366 PG1710

2<sup>nd</sup>

RECORDED & RETURNED

*Martha O'Haynes*  
County Comptroller, Orange Co., FL

EXHIBIT A

OR4335 PG2710

STATE OF FLORIDA

UNIFORM COMMERCIAL CODE—FINANCING STATEMENT

(Use ONLY for recording in offices of Clerks of the Circuit Court — NOT for filing with the Secretary of State)

INSTRUCTIONS:

1. TYPE ALL INFORMATION, using a typewriter having a good ribbon, AND ACCURATELY TYPE THE NAME BELOW EACH SIGNATURE.
2. Be sure to fill in ALL numbered spaces which are applicable.
3. If any space is not large enough, type therein "See attached sheet(s)". (The size should be 8 1/2" x 14" or smaller.)
4. If collateral is farm products, or goods which are or are to become fixtures, type in space No. 4 a description of the real estate which "reasonably identifies what is described", and give name of record owner.
5. SEND ORIGINAL OF EACH PAGE TO THE CLERK'S OFFICE to be recorded and returned. If you are paying an additional fee for having recording information noted on a copy, also send a legible carbon copy of the first page.
6. BE SURE TO CHECK ONE OF THE TWO STATEMENTS UNDER NO. 8 BELOW.

This FINANCING STATEMENT is presented to a Clerk of The Circuit Court  
for Recording pursuant to the Uniform Commercial Code.

1. Debtor(s) Name(s) and Address(es) (last name first)

ETA PI HOUSE, INCORPORATED  
P.O. Box 1031  
Orlando, FL 32802

2. Secured Party(ies) and Address(es)

SUN BANK, NATIONAL ASSOCIATION  
Commercial Real Estate Div.  
200 S. Orange Avenue  
Tower 5  
Orlando, FL 32801

This space for Clerk's use ONLY

3. This Statement covers the following types (or items) of PERSONAL PROPERTY, FIXTURES, or FARM PRODUCTS.

Exhibit "A" attached

Rec Fee \$ 13.00 MARTHA O. HAYNIE,  
Add Fee \$ 4.00 Orange County  
Doc Tax \$ \_\_\_\_\_ Comptroller  
Int Tax \$ \_\_\_\_\_ By \_\_\_\_\_  
Total \$ 17.00 Deputy Clerk

3902955 Orange Co. FL.  
10/11/91 03:01:43pm

OR4335 PG2721

4. A description of the real estate which "reasonably identifies what is described" and the name of the owner of the real property.

Exhibit "B" attached

5. Maturity date (if any)

6. Number of sheets attached 6

7. Assignee(s) of Secured Party(ies) and Address(es)

8. ONE OR THE OTHER OF THESE TWO STATEMENTS MUST BE CHECKED. (Otherwise it is not recordable.)

Check if true: ☒ The stamps required by Chapter 301, F.S. have been placed on the promissory instrument secured hereby, and will be placed on any additional promissory instruments, advances or similar instrument that may be so secured.

Check if true: ☐ Stamps are not required by Chapter 301, F.S.

9. If this statement is recorded without the Debtor's signature to perfect a security interest in collateral, check one of the following:

☐ Collateral was subject to a security interest in another jurisdiction when it was brought into this state.

☐ Collateral is proceeds of the original collateral described above in which a security interest was perfected.

10. Check if true: ☐ Proceeds of Collateral are also covered. ☐ Products of Collateral are also covered.

11. Filed with Clerk of the Circuit Court, Orange County, Florida

ETA PI HOUSE, INCORPORATED

SUN BANK, NATIONAL ASSOCIATION

By William D. Beckman  
Signature(s) of Debtor(s)  
(Type name below each signature)  
President Original (to be sent to Clerk for recording.)

By David L. Smith  
Signature(s) of Secured Party(ies)  
(Type name below each signature)

EXHIBIT "A"

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 rents, issued, 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.

OR4 335 PG2722



LEGAL DESCRIPTION  
EXHIBIT "B"

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 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; run thence N 18°45'00" E for a distance of 352.50 feet; thence run N 00°31'50" E for a distance of 270.79 feet to the Point of Beginning; thence continue N 00°31'50" East 416.10 feet; thence run S 90°00'00" E 240.32 feet to the P.C. of a 940.86 foot radius curve to the right; thence run Easterly along said curve whose chord bears S 88°28'39" E 49.99 feet through a central angle of 03°02'42" an arc distance of 50.00 feet; thence run S 00°00'00" W 134.65 feet to the P.C. of a 9.00 foot radius curve to the right; thence run Southeasterly along said curve whose chord bears S 15°00'00" W 4.66 feet, through a central angle of 30°00'00" an arc distance of 4.71 feet; thence run S 30°00'00" W, 56.71 feet to the P.C. of a 63.00 foot radius curve to the left; thence run Southerly along said curve whose chord bears S 00°42'43" E 64.35 feet through a central angle of 61°25'27" an arc distance of 67.54 feet; thence run S 58°34'33" W, 311.00 feet to the Point of Beginning.

DR4335 PG2723

RECORDED & RECORD VERIFIED

*Martha C. Haynes*  
County Controller, Orange Co., FL

**STATE OF FLORIDA**  
**UNIFORM COMMERCIAL CODE — FINANCING STATEMENT**

(Use ONLY for recording in offices of Clerks of the Circuit Court — NOT for filing with the Secretary of State)

**INSTRUCTIONS:**

1. **TYPE ALL INFORMATION**, using a typewriter having a good ribbon, **AND ACCURATELY TYPE THE NAME BELOW EACH SIGNATURE.**
2. Be sure to fill in **ALL** numbered spaces which are applicable.
3. If any space is not large enough, type therein "See attached sheet(s)". (The size should be 8½" x 14" or smaller.)
4. If collateral is farm products, or goods which are or are to become fixtures, type in space No. 4 a description of the real estate which "reasonably identifies what is described", and give name of record owner.
5. **SEND ORIGINAL OF EACH PAGE TO THE CLERK'S OFFICE** to be recorded and returned. If you are paying an additional fee for having recording information noted on a copy, also send a legible carbon copy of the first page.
6. **BE SURE TO CHECK ONE OF THE TWO STATEMENTS UNDER NO. 8 BELOW.**

This **FINANCING STATEMENT** is presented to a Clerk of The Circuit Court  
for Recording pursuant to the Uniform Commercial Code.

1. Debtor(s) Name(s) and Address(es) (last name first)  ETA PI HOUSE, INCORPORATED P.O. Box 1031 Orlando, FL 32802	2. Secured Party(ies) and Address(es)  SUN BANK, NATIONAL ASSOCIATION Commercial Real Estate Div. 200 S. Orange Avenue Tower 5 Orlando, FL 32801	This space for Clerk's use ONLY
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3. This Statement covers the following types (or items) of **PERSONAL PROPERTY, FIXTURES, or FARM PRODUCTS**.

Exhibit "A" attached

*✓*  
Rec Fee \$ 13.00 MARTHA O. HAYNIE,  
Add Fee \$ 2.00 Orange County  
Doc Tax \$ \_\_\_\_\_ Comptroller  
Int Tax \$ \_\_\_\_\_ By \_\_\_\_\_  
Total \$ 15.00 Deputy Clerk

3902955 Orange Co. FL.  
10/11/91 03:01:43pm

OR 4335 PG2721

4. A description of the real estate which "reasonably identifies what is described" and the name of the owner of the real property.

Exhibit "B" attached

*2nd*  
Rec Fee \$ 13.00 MARTHA O. HAYNIE,  
Add Fee \$ 2.00 Orange County  
Doc Tax \$ \_\_\_\_\_ Comptroller  
Int Tax \$ \_\_\_\_\_ By KS  
Total \$ 15.00 Deputy Clerk

3975672 Orange Co. FL.  
01/22/92 08:42:22am

OR 4366 PG1711

5. Maturity date (if any) \_\_\_\_\_ 6. Number of sheets attached 6

7. Assignee(s) of Secured Party(ies) and Address(es) \_\_\_\_\_

8. **ONE OR THE OTHER OF THESE TWO STATEMENTS MUST BE CHECKED.** (Otherwise it is not recordable.)

Check if true: ☒ The stamps required by Chapter 301, F.S. have been placed on the promissory instruments secured hereby, and will be placed on any additional promissory instruments, advances or similar instrument that may be so secured.

Check if true: ☐ Stamps are not required by Chapter 301, F.S.

9. If this statement is recorded without the Debtor's signature to perfect a security interest in collateral, check one of the following:  
☐ Collateral was subject to a security interest in another jurisdiction when it was brought into this state.  
☐ Collateral is proceeds of the original collateral described above in which a security interest was perfected.

10. Check if true: ☐ Proceeds of Collateral are also covered. ☐ Products of Collateral are also covered.

11. Filed with \_\_\_\_\_ Clerk of the Circuit Court, Orange County, Florida

ETA PI HOUSE, INCORPORATED

SUN BANK, NATIONAL ASSOCIATION

by William D. Beekman, President  
(Type name below each signature)

by Donald L. Beekman  
(Type name below each signature)

RE-RECORDED TO CORRECT THE  
RECORDING SEQUENCE OF THE PRIOR  
RECORDING OF ALL CLOSING DOCUMENTS

**EXHIBIT "A"**

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 rents, issued, 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.

OR 4 335 P62722

OR 4 366 P61712

**LEGAL DESCRIPTION**  
**EXHIBIT "B"**

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 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; run thence N 18°45'00" E for a distance of 352.50 feet; thence run N 00°31'50" E for a distance of 270.79 feet to the Point of Beginning; thence continue N 00°31'50" East 416.10 feet; thence run S 90°00'00" E 240.32 feet to the P.C. of a 940.86 foot radius curve to the right; thence run Easterly along said curve whose chord bears S 88°28'39" E 49.99 feet through a central angle of 03°02'42" an arc distance of 50.00 feet; thence run S 00°00'00" W 134.65 feet to the P.C. of a 9.00 foot radius curve to the right; thence run Southeasterly along said curve whose chord bears S 15°00'00" W 4.66 feet, through a central angle of 30°00'00" an arc distance of 4.71 feet; thence run S 30°00'00" W, 56.71 feet to the P.C. of a 63.00 foot radius curve to the left; thence run Southerly along said curve whose chord bears S 00°42'43" E 64.35 feet through a central angle of 61°25'27" an arc distance of 67.54 feet; thence run S 58°34'33" W, 311.00 feet to the Point of Beginning.

OR4335 PG2723

OR4366 PG1713

*10*  
**RECORDED & INDEXED**  
*Martha O. Hargrave*  
County Comptroller, Orange Co., FL

*200*  
**RECORDED & INDEXED**  
*Martha O. Hargrave*  
County Comptroller, Orange Co., FL

This Instrument Prepared By:  
F. GARY MILLER, ESQUIRE/gm  
Miller, South & Di Masi, P.A.  
2699 Lee Road  
Suite 130  
Winter Park, Florida 32789

NOTE AND MORTGAGE MODIFICATION AND EXTENSION AGREEMENT

THIS NOTE AND MORTGAGE MODIFICATION AND EXTENSION AGREEMENT (the "Agreement"), executed on this 22nd day of June, 1995, by and between ETA PI HOUSE, INCORPORATED, a Florida corporation, whose address for purposes of this instrument is 7912 Bridgestone Drive, Orlando, Florida 32835 (hereinafter referred to as the "Mortgagor"), and SUN BANK, NATIONAL ASSOCIATION, a national banking association, whose address for purposes of this instrument is 200 South Orange Avenue, Orlando, Florida 32801 (hereinafter referred to as the "Mortgagee").

R E C I T A L S :

A. Mortgagee is the owner and holder of that certain Leasehold Mortgage and Security Agreement dated October 8, 1991, made by Mortgagor in favor of Mortgagee, recorded the 11th day of October, 1991, in Official Records Book 4335, Page 2699, and re-recorded the 22nd day of January, 1992, in Official Records Book 4366, Page 1690, both in the Public Records of Orange County, Florida (the "Mortgage"), securing a debt evidenced by a Mortgage Note from Mortgagor to Mortgagee, dated the 8th day of October, 1991, in the original principal amount of EIGHT HUNDRED THOUSAND & 00/100 DOLLARS (\$800,000.00) (the "Original Note"), which Mortgage encumbers property more particularly described in said Mortgage (the "Mortgaged Property"); and

B. Mortgagor has requested Mortgagee to modify the Original Note and Mortgage by extending the term of the Original Note and making a new schedule of periodic payments therefore in order to repay the indebtedness evidenced thereby, and the parties have mutually agreed to modify the terms thereof in the manner hereinafter appearing.

NOW, THEREFORE, in consideration of the mutual covenants hereinafter set forth and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00), each to the other in hand paid, and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto mutually covenant and agree as follows:

1. Current Balance. The current principal balance of the indebtedness represented by the Original Note as of the date of this Agreement is SIX HUNDRED EIGHTY-FOUR THOUSAND EIGHT HUNDRED SEVENTY-THREE & 77/100 DOLLARS (\$684,873.77), and interest has been paid through the 22nd day of June, 1995.

2. Amendment and Restatement of Original Note. Borrower and Mortgagee hereby acknowledge and agree to amend, restate and renew the amounts due under the Original Note and, as evidence thereof, Borrower has executed and delivered to Mortgagee a Renewal and Extension Mortgage Note (the "Renewal Note"), dated of even date

herewith, in the original principal amount of SIX HUNDRED EIGHTY-FOUR THOUSAND EIGHT HUNDRED SEVENTY-THREE & 77/100 DOLLARS (\$684,873.77), which Renewal Note shall amend, restate and renew the Original Note in its entirety. The term "Note" shall hereafter mean and refer to the Original Note, as renewed by the Renewal Note, as said mortgage notes may be amended, modified, renewed or substituted from time to time. It is further acknowledged and agreed as follows:

a. That all amounts due under the Renewal Note shall be secured by the Mortgage to the same extent as if the Renewal Note was executed and delivered by the Borrower to the Mortgagee on the date of the Mortgage.

b. That all amounts due under the Renewal Note shall be due and payable on the dates set forth on the face of the Renewal Note as hereinbefore referenced.

3. Mortgage Modified. The terms and provisions of the Mortgage are amended as set forth in this Agreement as follows:

a. That the final maturity date of the Mortgage shall be the same as set forth on the face of the Renewal Note as hereinbefore referenced.

b. To reflect and evidence all of the changes made by this instrument.

4. Assignment of Leases and Rentals and Other Loan Documents. The terms and provisions of the Assignment of Leases and Rents from Mortgagor to Mortgagee, recorded on October 11, 1991, in Official Records Book 4335, Page 2714, and re-recorded on January 22, 1992, in Official Records Book 4366, Page 1705, all in the Public Records of Orange County, Florida; UCC-1 Financing Statements made by Mortgagor in favor of Mortgagee, recorded on October 11, 1991, in Official Records Book 4335, Page 2721, and re-recorded on January 22, 1992, in Official Records Book 4366, Page 1711, all in the Public Records of Orange County, Florida, and filed with the Secretary of State, State of Florida, on the 14th day of October, 1991, under File Number: 91 0000220357, including any and all amendments and modifications thereof, and any other loan documents, executed by Mortgagor for the benefit of Mortgagee and its successors and assigns in connection with the Note and Mortgage (the "Other Loan Documents") are modified to reflect and evidence all changes made by this instrument.

5. Commitment Letter. A default under that certain Commitment Letter dated May 31, 1995, shall be a default under the Note, Mortgage and Other Loan Documents, as amended hereby.

6. Financial Information. Mortgagor shall deliver the following items to Mortgagee:

a. Complete and current compilation quality financial statements of Mortgagor, including but not limited to an Income Statement, Balance Sheet and Schedule of Rents covering the operation of the Mortgaged Property, quarterly within sixty (60) days after the end of Mortgagor's fiscal quarter or periodically as directed by Mortgagee;

b. Rent roll of the fraternity house to be provided at the beginning of each semester of the academic calendar of the University of Central Florida;

c. Annual housing corporation budget to be provided to Mortgagee within thirty (30) days after the end of Mortgagor's fiscal year.

7. Technical Defaults. Any technical default under the financial reporting obligations of Mortgagor as set forth herein

shall result in an increase of one-half of one percent (0.5%) over the interest rate set forth in the Note at the time of the default, to be collected as additional interest with the first monthly payment after such default has occurred and with each subsequent monthly payment until the default is cured. This increase shall only be in effect during the default period.

8. Debt Service Coverage. Mortgagor shall maintain a minimum debt service coverage (to be measured at Mortgagor's fiscal year end) of 1.10x in 1995 and 1.20x beginning in 1996 and for all years following until maturity. Debt service coverage (DSC) is defined as follows:

DSC = Revenues minus operating expenses (except for loan interest and principal)  
Monthly loan payments X 12

9. Reaffirmation. Mortgagor hereby reaffirms all of Mortgagor's obligations set forth in the Note, Mortgage and Other Loan Documents and agrees to perform each and every covenant, agreement and obligation in said Note, Mortgage and Other Loan Documents and agrees to be bound by each and all of the terms and provisions of the Note, Mortgage and Other Loan Documents as herein modified. Mortgagor shall pay and hold harmless Mortgagee from any Florida documentary stamp taxes or intangible taxes, inclusive of any penalties and interest thereon, resulting from or related to the execution and/or recording of this instrument and/or as a result of the transaction evidenced thereby.

10. Lien of Mortgage. All of the property described in the Mortgage, less any part thereof that may have heretofore been released and not remortgaged herein, shall in all respects be subject to the lien, charge and encumbrance of the Mortgage and nothing herein contained or done (excepting additions or deletions to or from the Mortgaged Property expressly made in this instrument) shall affect the lien, charge or encumbrance of the Mortgage or the priority of the Mortgage over any other liens, charges, encumbrances or conveyances.

11. No Impairment. Nothing herein invalidates, impairs or releases any covenant, condition, agreement or stipulation in the Note and Mortgage and the same, except as herein expressly modified, shall continue in full force and effect. The undersigned further covenants and agrees to perform, comply with and abide by each and every covenant, agreement, condition and stipulation of the Note and Mortgage which is not inconsistent herewith.

12. Warranties and Representations. Mortgagor warrants that the Mortgagor is the record owner of a leasehold interest in the property described in the Mortgage as modified herein, that there are no other liens or claims against the said property, that the Mortgage, as modified herein, secures the payment of the original indebtedness, that the Mortgage, as modified herein, is binding upon the Mortgagor, its successors, assigns and legal representatives, that Mortgagee has fully performed its obligations under the Note and Mortgage, and that Mortgagor has no claims or offsets against Mortgagee, the indebtedness under the Note, the obligations under the Mortgage, or the obligations under any Other Loan Document collateral to the Note and Mortgage.

13. Rights Against Third Parties. All of Mortgagee's rights against all parties, including but not limited to all parties secondarily liable, are hereby reserved.

14. Successors and Assigns. This Agreement shall be binding upon and shall inure to the benefit of the successors and assigns of the respective parties hereto.

15. Miscellaneous. All pronouns and all variations thereof shall be construed so as to refer to the masculine, feminine, neuter, singular and plural from thereof as required by the identity of the person or persons or the situation.

IN WITNESS WHEREOF, this Agreement has been duly executed by the parties hereto the day and year first above written.

"MORTGAGOR"

ETA PI HOUSE, INCORPORATED, a  
Florida corporation

By: Mark E. Jackson

Mark E. Jackson

As its: President

Lois M. Perry  
Witness

Print Name Lois M. Perry

J. Gary Miller  
Witness

Print Name J. GARY MILLER

"MORTGAGEE"

SUN BANK, NATIONAL ASSOCIATION

By: Edward D. Stull, Jr.

Edward D. Stull, Jr.

As its: Vice President-Region  
Manager

Lois M. Perry  
Witness

Print Name Lois M. Perry

J. Gary Miller  
Witness

Print Name J. GARY MILLER

STATE OF FLORIDA

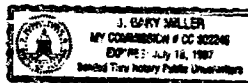
COUNTY OF ORANGE

The execution of the foregoing Note and Mortgage Modification and Extension Agreement was acknowledged before me this 22nd day of June, 1995, by Mark E. Jackson, President of ETA PI HOUSE, INCORPORATED, a Florida corporation, on behalf of the corporation. He is either (a) \_\_\_\_\_ personally known to me or (b) XXXX has produced Florida Drivers' License as identification.

J. Gary Miller  
NOTARY PUBLIC

Print Name

My Commission Expires:



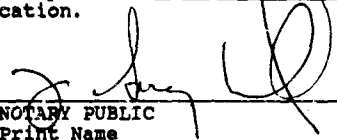


STATE OF FLORIDA

Record Verified - Martha G. Haynie

COUNTY OF ORANGE

The execution of the foregoing Note and Mortgage Modification and Extension Agreement was acknowledged before me this 22nd day of June, 1995, by Edward D. Stull, Jr., as Vice President-Region Manager of SUN BANK, NATIONAL ASSOCIATION, a national banking association, on behalf of said Bank. He is either (a) xxx personally known to me or (b)      has produced      as identification.

  
NOTARY PUBLIC

Print Name     

My Commission Expires:     



c:\wp51\user\jgm\sunbank\stephouse\modification.mtg  
06/16/95

## UNIFORM COMMERCIAL CODE

The Statement of Change is presented to a filing officer pursuant to the Uniform Commercial Code:

1. Debtor (Last Name First if an individual) <b>ETA PI HOUSE INC</b>		1a. Date of Birth or FEI#	
1b. Mailing Address <b>PO Box 1031</b>		1c. City, State <b>Orlando FL</b>	1d. Zip Code
2. Additional Debtor or Trade Name (Last Name First if an individual)		2a. Date of Birth or FEI#	
2b. Mailing Address		2c. City, State	2d. Zip Code
3. Secured Party (Last Name First if an individual) <b>Sun Bank, National Association</b>			
3a. Mailing Address <b>200 S Orange Ave</b>		3b. City, State <b>Orlando FL</b>	3c. Zip Code
4. Additional Secured Party (Last Name First if an individual)			
4a. Mailing Address		4b. City, State	4c. Zip Code

5. This Statement refers to original Financing Statement bearing file number: **3902955 (Orange)** filed on **10/11/91**

6. ☒ Continuation - The original Financing Statement between the Debtor and Secured Party bearing the file number shown above is continued.  
☐ Release - The Secured Party releases the collateral described in Block 7 below from the Financing Statement bearing the file number shown above. RELEASE DOES NOT TERMINATE LEND AGAINST DEBTOR.  
☐ Full Assignment - All of the Secured Party's rights under the Financing Statement have been assigned to the assignee whose name and address is shown in Block 7 below.  
☐ Partial Assignment - Some of the Secured Party's rights under the Financing Statement have been assigned to the assignee whose name and address is shown in Block 7. A description of the collateral subject to the assignment is also shown in Block 7.  
☒ Amendment - The Financing Statement bearing the file number shown above is amended as set forth in Block 7. (See Instructions for signature requirements.)  
☐ Termination - The Secured Party no longer claims an interest under the Financing Statement bearing the file number shown above.  
☐ Other -

7. Description of collateral released or assigned, Assignee name and address, or amendment. Use additional sheet(s) if necessary.

AMEND SECURED PARTY TO READ:  
 SunTrust Bank, Central Florida, National  
 Association 516 Pg 3695  
 P. O. Box 2808  
 Orlando, FL 32802-2808

Orange Co FL 5749647  
 09/05/96 02:22:46pm  
 OR Bk 5116 Pg 3695  
 Rec 6.00

Recorded - Martha O. Haynie

This space for use of Filing Officer

8. Signature(s) of Debtor(s): (only if amendment - see instructions)

SunTrust Bank, Central Florida,  
 National Association 516  
 SunTrust, National Association

9. Signature(s) of Secured party(ies):

*Sarah Thompson*  
 Sarah Thompson, VP 2785108669-34

10. Number of Additional Sheets Presented

11. Return Copy to:

Name  
 Address  
 Address  
 City, State, Zip

SunTrust Bank, Central Florida, NA  
 CLO VAULT, FL-O-3035, ATTN: A. MORRIS  
 P O BOX 2808  
 ORLANDO, FL 32801

FILING OFFICER COPY

STANDARD FORM - FORM UCC-3

Approved by Secretary of State, State of Florida

THIS DOCUMENT WAS PREPARED BY  
AND AFTER RECORDING RETURN TO:

GARY A. WHITLOCK, ESQ.  
MAGUIRE, VOORHIS & WELLS, P.A.  
200 South Orange Avenue  
Suite 3000  
Orlando, Florida 32801



Orange Co FL 1998-0200935  
052698 09:29:37am  
OR Bk 5488 Pg 3445  
Rec 24.00 D50 175.00 Int 100.00

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

THIS NOTE AND MORTGAGE MODIFICATION AGREEMENT AND NOTICE OF FUTURE ADVANCE (hereinafter "Agreement") dated the 19th day of May, 1998, by and between ETA PI HOUSE, INC., a Florida not-for-profit corporation (hereinafter the "Mortgagor") and SUNTRUST BANK, CENTRAL FLORIDA, NATIONAL ASSOCIATION, a national banking association (hereinafter the "Mortgagee").

**WITNESSETH:**

WHEREAS, Mortgagor executed and delivered unto Mortgagee that certain mortgage note dated October 8, 1991, in the original principal amount of Eight Hundred Thousand and No/100 Dollars (\$800,000.00) (hereinafter the "Note"), which Note is secured by that certain Leasehold Mortgage and Security Agreement dated October 8, 1991, and recorded October 11, 1991, in Official Records Book 4335, Page 2699, and rerecorded January 22, 1992 in Official Records Book 4366, Page 1690, Public Records of Orange County, Florida (the "Mortgage") for the purpose of creating a lien on the real property more particularly described therein (hereinafter referred to as "Property").

WHEREAS, the Mortgage secured payment of the Note and certain other obligations more particularly described in the Mortgage; and

WHEREAS, on October 8, 1991, Mortgagor also executed and delivered to Mortgagee an Assignment of Leases and Rentals recorded October 11, 1991 in Official Records Book 4335, Page 2714, and re-recorded January 22, 1992 in Official Records Book 4366, Page 1705 (the "Assignment") and a Uniform Commercial Code Financing Statement recorded October 11, 1991 in Official Records Book 4335, Page 2721 and re-recorded January 22, 1992 in Official Records Book 4366, Page 1711, Public Records of Orange County, Florida (the "Financing Statement"); and

WHEREAS, on June 22, 1995 Mortgagor executed that certain Note and Mortgage Modification and Extension Agreement recorded June 27, 1995, in Official Records Book 4909, Page 4005, Public Records of Orange County, Florida; and

WHEREAS, Mortgagor has requested the Mortgagee to make an additional advance in the principal amount of Fifty (\$50,000.00) and to amend the terms of the Note and Mortgage, and the parties have agreed to modify the terms thereof in the manner hereinafter appearing; and

WHEREAS, Paragraph 15 of the Mortgage provides, among other things, that the Mortgagee may, pursuant to the provisions of said paragraph, make future and further advances from time to time, but that 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 Property, with interest on such disbursements.

NOW, THEREFORE, in consideration of the covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the parties, the Mortgagor and Mortgagee agree as follows:

1. Recitals. The above recitals are true and correct, are incorporated herein by reference and are made a part hereof for all purposes.
2. Validity of Documents. The Mortgage, the Assignment and the Financing Statement (hereinafter referred to as the "Security Instruments"), the Note and the other loan documents, as amended on even date, are valid, in full force, and of full legal effect and are enforceable in accordance with their terms. There are no defenses, counterclaims, offsets, demands or claims which the Mortgagor has in connection with either the loan or the loan documents which could be asserted to reduce or eliminate all or any part of Mortgagor's obligations under the loan documents or which could be asserted to mitigate or excuse Mortgagor's defaults in payment or performance of the obligations, or if any, such defenses or offsets are hereby waived by Mortgagor.
3. Releases. Effective on even date, Mortgagor hereby releases, acquits and forever discharges Mortgagee and its parents, subsidiaries, affiliates, directors, officers, employees, attorneys, agents, servants and representatives as well as the respective heirs, personal representatives, successors and assigns or any and all of them (collectively "the Released Mortgagee Parties") from any and all claims, counterclaims, demands, debts, actions, causes of action, suits, contracts, indebtedness, agreements, obligations, accounts, defenses, offsets against the indebtedness and liabilities of any kind or character whatsoever, known or unknown, suspected or unsuspected, in contract or in tort, in law or in equity, including without limitation, such claims and defenses as fraud, mistake, duress, misrepresentation, breach of contract, negligence, breach of duty, tortious interference with advantageous relationships and usury which the Mortgagor ever had, now have or hereafter might have against the Released Mortgagee Parties, jointly or severally, for or by reason of any matter, cause or thing whatsoever occurring up to the date of execution hereof, which relates to, in whole or in part, directly or indirectly: (a) the loan; (b) the loan documents; (c) the obligations; (d) the collateral; or (e) the administration of the loan. In addition, the Mortgagor agrees not to commence, join in, prosecute or participate in any suit or other proceeding in a position which is adverse to any of the Released Mortgagee Parties arising directly or indirectly from any of the foregoing matters.
4. Current Balance. The unpaid principal balance of the Note on the date hereof is Six Hundred Fifty-Two Thousand Two Hundred Ninety-Four and 82/100 Dollars (\$652,294.82), and interest is paid through May 19, 1998.
5. Maturity Date. The maturity date of the Note and the Mortgage are hereby extended as set forth in the Renewal Mortgage Note executed contemporaneously herewith, and any subsequent amendments, modifications, or renewals thereof (the "Maturity Date").
6. Additional Advance. In order to evidence the further advances contemplated hereby, Mortgagor has executed and delivered to Mortgagee a Future Advance Note ("New Note") in the amount of Fifty Thousand and No/100 Dollars (\$50,000.00), of even date herewith. The New Note shall be secured by the Mortgage to the same extent as if the New Note had been executed and delivered by Mortgagor to Mortgagee on the date of the Mortgage.
7. Modification of the Security Instruments. The Security Instruments are hereby modified and amended to secure and encumber both the Note and the New Note, and in the event of any default in payment of principal or interest under either Note or in the event of any other default as set forth in the Security Instruments, the Mortgagee shall have the same right to proceed

against the property encumbered and secured by the Security Instruments as if the Security Instruments had initially secured both Notes.

8. Status and Priority of Security Instruments. All of the property encumbered by the Security Instruments on the date hereof shall continue in all respects to be subject to the lien, charge and encumbrance of the Security Instruments. Nothing contained herein or done hereby shall affect the lien, charge or encumbrance of the above-mentioned documents or the priority thereof, over other liens, charges, encumbrances or conveyances. Nothing contained herein shall invalidate, impair or release any covenants, conditions, agreements or stipulations contained therein and the documents shall continue in full force and effect.

9. Default. Any default under the terms and conditions of this Agreement or of any instrument set forth herein or contemplated hereby shall be and is a default under every other instrument set forth herein or contemplated hereby.

10. Other Provisions. Except as set forth in this Agreement, all other terms, conditions, and obligations set forth in the Note, the Mortgage and the other Security Instruments shall remain in full force and effect and shall be fully complied with.

11. Severability. Whenever possible, each provision of this Agreement shall be interpreted in such a manner as to be effective and valid under applicable law, but if any provisions 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 provision or of the remaining provisions of this Agreement.

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

13. Governing Law. All questions with respect to the construction of this Agreement, and the rights and liabilities of the parties to this Agreement, shall be governed by the laws of the State of Florida.

14. Parties Bound. This Agreement shall inure to the benefit of, and shall be binding on, the assigns, successors in interest, personal representatives, estates, heirs, and legatees of each of the parties to this Agreement.

15. Entire Agreement; Modifications. This Agreement contains the entire agreement of the parties and supersedes any prior written or oral agreements among them concerning the subject matter of this Agreement. There are no representations, agreements, arrangements, or understandings, oral or written, between and among the parties relating to the subject matter contained in this Agreement that are not fully expressed in this Agreement. This Agreement may only be modified in writing.

19. WAIVER OF JURY TRIAL. ALL PARTIES TO THIS AGREEMENT, WHETHER MORTGAGOR OR MORTGAGEE, HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY, AFTER CAREFUL CONSIDERATION AND AN OPPORTUNITY TO SEEK LEGAL ADVICE, WAIVE THEIR RIGHTS TO HAVE A TRIAL BY JURY IN RESPECT TO ANY LITIGATION ARISING OUT OF OR IN ANY WAY CONNECTED WITH ANY OF THE PROVISIONS OF THE NOTE, THE NEW NOTE, THE MORTGAGE, THE INSTRUMENTS OF SECURITY OR ANY OTHER DOCUMENTS EXECUTED IN CONJUNCTION WITH THE LOANS SECURED BY THE MORTGAGE DATED OCTOBER 8, 1991 OR ANY MODIFICATIONS OR EXTENSIONS THEREOF.

IN WITNESS WHEREOF, the Mortgagor has caused this Agreement to be duly executed  
as of the date first set forth above.

Signed and sealed  
in the presence of:

"MORTGAGOR"

ETA PI HOUSE, INC., a Florida not-for-profit  
corporation

Gary A. Whitlock  
Name: Gary A. Whitlock

By: Allan B. Fidelo  
Allan B. Fidelo  
President

Rosa G. Mulet  
Name: Rosa G. Mulet

Address: Post Office Box 1031  
Orlando, Florida 32802

"MORTGAGEE"

SUNTRUST BANK, CENTRAL FLORIDA,  
NATIONAL ASSOCIATION

Gary A. Whitlock  
Name: Gary A. Whitlock

By: Deborah L. Fussell  
Deborah L. Fussell  
Commercial Banking Officer

Rosa G. Mulet  
Name: Rosa G. Mulet

Address: 200 South Orange Avenue  
Orlando, Florida 32801

STATE OF FLORIDA

COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this 19th day of May, 1998, by  
Alan B. Fidelo as President of ETA PI HOUSE, INC., a Florida not-for-profit corporation, on  
behalf of the corporation. He ☐ is personally known to me or ☒ has produced Florida Driver  
License # F340-002-65-093-0 as identification.

Rosa G. Mulet  
Signature of Notary Public  
Print Name: Rosa G. Mulet  
Notary Public - State of Florida  
My Commission Expires: \_\_\_\_\_  
Commission No: \_\_\_\_\_

(NOTARY SEAL)

NOTARY PUBLIC - STATE OF FLORIDA  
ROSA GARCIA MULET  
COMMISSION # C0734103  
EXPIRES 01/01/2002  
BONDED THRU ASA 1-800-NOTARY1

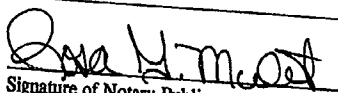
STATE OF FLORIDA

COUNTY OF ORANGE

OR Bk 5488 Pg 3449  
Orange Co FL 1998-080033

Recorded - Martha O. Haynie

The foregoing instrument was acknowledged before me this 19th day of May, 1998, by Deborah L. Fussell as the Commercial Banking Officer of SUNTRUST BANK, CENTRAL FLORIDA, NATIONAL ASSOCIATION, a national banking association, on behalf of the association. She [x] is personally known to me or [ ] has produced \_\_\_\_\_ as identification and did take an oath.



Signature of Notary Public

Print Name: Rosa G. Mulet

Notary Public - State of Florida

My Commission Expires: \_\_\_\_\_

Commission No: \_\_\_\_\_

(NOTARY STAMP)

NOTARY PUBLIC - STATE OF FLORIDA  
ROSA GARCIA MULET  
COMMISSION # C0734108  
EXPIRES 4/16/2002  
BONDED THRU ABA 1-800-NOTARY

(FAREAL107(ETA-PN03)



PREPARED BY AND RETURN TO:  
CHARLES T. BRUMBACK, JR., ESQ.  
AKERMAN SENTERFITT  
Post Office Box 231  
Orlando, FL 32802-0231

INSTR 20030485918  
OR BK 07069 PG 0906  
MARTHA O. HAYNIE, COMPTROLLER  
ORANGE COUNTY, FL  
08/26/2003 03:53:59 PM  
REC FEE 28.50

**DOCUMENTARY STAMP TAX AND NON-RECURRING INTANGIBLE TAX IN THE REQUISITE LEGAL AMOUNTS HAVE BEEN PAID. SEE PARAGRAPH 11 FOR LEGEND CONCERNING DOCUMENTARY STAMP TAX AND NON-RECURRING INTANGIBLE TAX.**

---

**MORTGAGE MODIFICATION  
AND DOCUMENT REAFFIRMATION AGREEMENT**

**THIS MORTGAGE MODIFICATION AND DOCUMENT REAFFIRMATION AGREEMENT** (the "Agreement"), executed as of the 13th day of August, 2003, by and between **ETA PI HOUSE, INC.**, a Florida non-profit corporation, having a mailing address of 4418 Greek Court Orlando, Florida 32816-8002 (the "Mortgagor"), and **SUNTRUST BANK**, a Georgia corporation, successor by merger to **SUNTRUST BANK, CENTRAL FLORIDA, NATIONAL ASSOCIATION f/k/a SUN BANK, NATIONAL ASSOCIATION**, having a mailing address of 200 South Orange Avenue, Orlando, Florida 32801 ("Mortgagee").

**WITNESSETH:**

**WHEREAS**, on or about October 8, 1991, the Mortgagor borrowed from the Mortgagee the principal amount of \$800,000.00 and, as evidence thereof, Mortgagor executed and delivered to the Mortgagee that certain Mortgage Note, dated October 8, 1992 in the face amount of \$800,000.00 (the "Original Note"); and

**WHEREAS**, the Original Note was renewed and replaced by that certain Renewal and Extension Mortgage Note, dated as of June 25, 1995, in the face amount of \$684,873.77 (the "First Renewal Note"), which First Renewal Note was renewed and replaced by that certain Renewal Mortgage Note, dated as of May 19, 1998, in the face amount of \$652,294.82 (the "Second Renewal Note"; and together with the Original Note and the First Renewal Note, the "Existing Note"); and

**WHEREAS**, to secure payment of the Existing Note, Mortgagor executed and delivered to Mortgagee, that certain Leasehold Mortgage and Security Agreement, dated October 8, 1991 and recorded on October 11, 1991 in Official Records Book 4335, Page 2699, Public Records of Orange County, Florida, and re-recorded on January 22, 1992 in Official Records Book 4366, Page 1690, Public Records of Orange County, Florida, as amended by that certain Note and Mortgage Modification and Extension Agreement, dated June 22, 1995, and recorded on June 27, 1995 in Official Records Book 4909, Page 4005, Public Records of Orange County, Florida, and as further amended by that certain Note and Mortgage Modification Agreement and Notice of Future Advance, dated May 19, 1998, and recorded on May 26, 1998 in Official Records Book 5488, Page 3445, Public Records of Orange County, Florida (as amended, the "Existing Mortgage"), encumbering certain real property (the "Real Property") situate, lying and being in Orange County, Florida and more particularly described and set forth in Exhibit "B" attached thereto, and certain other security documents (collectively, the "Existing Mortgage Documents"); and



**WHEREAS**, the Mortgagor has requested the Mortgagee to renew the Loan, and in connection therewith, the Mortgagor is simultaneously herewith executing and delivering to the Mortgagee a Third Renewal Mortgage Note (the "Renewal Note") of even date herewith in the face amount of \$539,345.64; and

**WHEREAS**, the Mortgagee is unwilling to renew the Loan unless *inter alia* the Mortgagor executes and delivers to the Mortgagee this Agreement.

**NOW, THEREFORE**, in consideration of the premises herein contained, the parties hereto do hereby state to and agree as follows:

1. **Balance due on Original Note.** There is, as of the date hereof, due and owing on the Existing Note the unpaid principal balance of \$539,345.64. The aforesaid amount is absolutely and unconditionally due and owing to Mortgagee upon the Original Note, is not subject to any claims, counterclaims, defenses or rights of off-set or recoupment whatsoever and is secured, *inter alia*, by the Existing Mortgage and the Existing Mortgage Documents.

2. **Renewal.** On the date hereof, Mortgagee has renewed the Loan to the Mortgagor and, as evidence thereof, the Mortgagor, on and as of the date hereof, has executed and delivered to the Mortgagee the Renewal Note.

3. **Existing Mortgage Documents to Secure Renewal Note.** The Existing Mortgage and the other Existing Mortgage Documents are hereby modified to provide that they shall secure not only the full and prompt payment of the Existing Note, but also shall secure the full and prompt payment from Mortgagor to Mortgagee of the Renewal Note, in the same manner and upon the same conditions as if the Existing Mortgage Documents originally secured the full and prompt payment of the Renewal Note. The term "Note" as defined and described in the Existing Mortgage and the other Existing Mortgage Documents shall hereafter mean and refer to each of the Existing Note as renewed and replaced by the Renewal Note, as said note may be amended, modified, renewed or substituted for from time to time.

4. **Future Amendments to Note.** As defined above, the term "Note" includes all future amendments, modifications, renewals or substitutions of the Existing Note as renewed and replaced by the Renewal Note, and as set forth in paragraph 3 above, the Existing Mortgage shall further secure the Renewal Note as so amended, modified, renewed or substituted for from time to time. As such, should the Renewal Note at any time in the future be amended, modified, renewed or substituted for, the Existing Mortgage and the Existing Mortgage Documents shall continue to secure the loan evidenced thereby and it shall not be necessary to execute any further modification or extension agreement of the Existing Mortgage or any of the other Existing Mortgage Documents; provided, however, nothing contained herein shall obligate Mortgagee to agree to any further extension or modification in the future.

5. **Reaffirmation.** The Mortgagor hereby reaffirms all of its obligations set forth in the Existing Mortgage, the Existing Mortgage Documents and the other loan documents executed in connection therewith (the "Loan Documents") and agrees to perform each and every covenant, agreement and obligation in said Existing Mortgage, Existing Mortgage Documents and other Loan Documents and agrees to be bound by each and all of the terms and provisions of the Existing Mortgage, the Existing Mortgage Documents and other Loan Documents as herein modified. Mortgagor shall pay and hold harmless Mortgagee from any and all Florida documentary stamp taxes or intangible taxes, inclusive of any penalties and interest thereon, resulting from or related to the execution and/or recording of this instrument and/or as a result of the transaction evidenced thereby.

6. **No Impairment.** Nothing herein invalidates, impairs or releases any covenant, condition, agreement or stipulation in the Existing Mortgage, the Existing Mortgage Documents and/or the other Loan Documents and the same, except as herein expressly modified, shall continue in full force and effect. The undersigned further covenants and agrees to perform, comply with and abide by each and every covenant, agreement, condition and stipulation of the Existing Mortgage, the Existing Mortgage Documents and/or the other Loan Documents which is not inconsistent herewith. This Agreement shall not be considered a novation.

7. **Warranties and Representations.** The Mortgagor warrants that the Mortgagor is the owner of the Mortgaged Property described in the Mortgage and herein, that there are no other liens or claims against said property, that the Existing Mortgage, as modified herein, secures the payment of the original indebtedness, that the Existing Mortgage, as modified herein, is binding upon the Mortgagor, its successors, assigns and legal representatives, that Mortgagee has fully performed its obligations under the Renewal Note, the Existing Mortgage, the Existing Mortgage Documents and/or the other Loan Documents, and that Mortgagor has no claims or offsets against Mortgagee, the indebtedness under the Renewal Note, the obligations under the Existing Mortgage, the Existing Mortgage Documents or the obligations under any other Loan Documents collateral to the Renewal Note, the Existing Mortgage and the Existing Mortgage Documents.

8. **Rights Against Third Parties.** All of Mortgagee's rights against all parties, including but not limited to all parties secondarily liable, are hereby reserved.

9. **Successors and Assigns.** This Agreement shall be binding upon and shall inure to the benefit of the successors and assigns of the respective parties hereto.

10. **Miscellaneous.** All pronouns and all variations thereof shall be construed so as to refer to the masculine, feminine, neuter, singular and plural from thereof as required by the identity of the person or persons or the situations.

11. **Documentary Stamp Tax and Non-Recurring Intangible Tax.** This Agreement modifies the Existing Mortgage. Documentary stamp tax and non-recurring intangible tax in the required legal amounts were paid on the Original Note, upon recordation of the Existing Mortgage. As such, no additional documentary stamp tax or non-recurring intangible tax are being paid upon recordation of this Agreement.

12. **Counterparts.** This Agreement may be executed in any number of counterparts, each of which, when executed and delivered, shall be deemed to be an original, but such counterparts shall together constitute one and the same instrument.

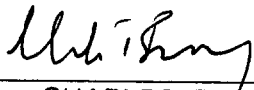
[Signatures on Following Page]


IN WITNESS WHEREOF, Mortgagor and Mortgagee have executed this Agreement this as of the date herein first above written.

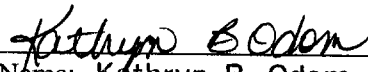
Signed, sealed & delivered  
in the presence of:

MORTGAGOR:

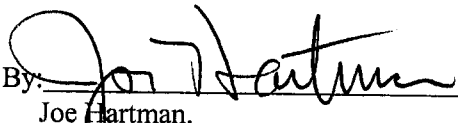
ETA PI HOUSE, INC.

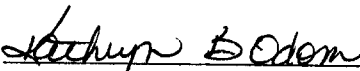
  
Name: CHARLES T. BRUMBACK, JR.

By:   
John Rankin,  
President

  
Name: Kathryn B. Odom

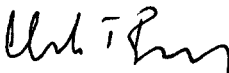
  
Name: CHARLES T. BRUMBACK, JR.

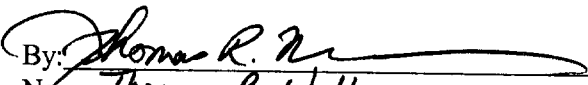
By:   
Joe Hartman,  
Secretary


  
Name: Kathryn B. Odom

MORTGAGEE:

SUNTRUST BANK

  
Name: CHARLES T. BRUMBACK, JR.

By:   
Name: Thomas R. Wallace  
Title: Assistant Vice President

  
Name: Kathryn B. Odom

STATE OF FLORIDA

COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this 13<sup>th</sup> day of August, 2003, by John Rankin as President of **ETA PI HOUSE, INC.**, a Florida non-profit corporation, on behalf of the corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.



Kathryn B. Odom  
MY COMMISSION # DD152701 EXPIRES  
September 24, 2006  
BONDED THRU TROY FAIN INSURANCE, INC.

Kathryn B Odom  
Signature of Notary Public, State of Florida

Kathryn B. Odom  
(Print, Type or Stamp Commissioned Name of Notary)  
Personally known \_\_\_\_\_ OR Produced identification X  
Type of identification Florida Driver License

(NOTARIAL SEAL)

STATE OF FLORIDA

COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this 13<sup>th</sup> day of August, 2003, by Joe Hartman as Secretary of **ETA PI HOUSE, INC.**, a Florida non-profit corporation, on behalf of the corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.



Kathryn B. Odom  
MY COMMISSION # DD152701 EXPIRES  
September 24, 2006  
BONDED THRU TROY FAIN INSURANCE, INC.

Kathryn B Odom  
Signature of Notary Public, State of Florida

Kathryn B. Odom  
(Print, Type or Stamp Commissioned Name of Notary)  
Personally known \_\_\_\_\_ OR Produced identification X  
Type of identification Florida Driver License

(NOTARIAL SEAL)

STATE OF FLORIDA

COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this 13<sup>th</sup> day of August, 2003, by Thomas R. Wallace, as Asst. V.P. of SUNTRUST BANK, a Georgia corporation, on behalf of the corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

Kathryn B Odom  
Signature of Notary Public, State of Florida



Kathryn B. Odom  
MY COMMISSION # DD152701 EXPIRES  
September 24, 2006  
BONDED THRU TROY FAIN INSURANCE, INC.

**Kathryn B. Odom**

(Print, Type or Stamp Commissioned Name of Notary)  
Personally known X OR Produced identification\_\_\_\_  
Type of identification\_\_\_\_\_

(NOTARIAL SEAL)



**INSTR 20040110224**  
**OR BK 07313 PG 4383**

PREPARED BY AND RETURN TO:  
CHARLES T. BRUMBACK, JR., ESQ.  
AKERMAN SENTERFITT  
Post Office Box 231  
Orlando, FL 32802-0231

MARTHA O. HAYNIE, COMPTROLLER  
ORANGE COUNTY, FL  
02/19/2004 12:16:55 PM  
MTC DOC TAX 112.00  
INTANG TAX 64.00  
REC FEE 28.50

**DOCUMENTARY STAMP TAX IN THE AMOUNT OF \$112.00 AND NON-RECURRING INTANGIBLE TAX IN THE AMOUNT OF \$64.00 ARE BEING PAID UPON THE FUTURE ADVANCE NOTE (AS HEREINAFTER DEFINED) UPON RECORDATION HEREOF. SEE PARAGRAPH 12 FOR LEGEND CONCERNING DOCUMENTARY STAMP TAX AND NON-RECURRING INTANGIBLE TAX.**

---

**MORTGAGE MODIFICATION, NOTICE OF FUTURE ADVANCE**  
**AND DOCUMENT REAFFIRMATION AGREEMENT**

**THIS MORTGAGE MODIFICATION, NOTICE OF FUTURE ADVANCE AND DOCUMENT REAFFIRMATION AGREEMENT** (the "Agreement"), is executed as of the 2nd day of February, 2004, by and between **ETA PI HOUSE, INC.**, a Florida non-profit corporation, having a mailing address of 4418 Greek Court Orlando, Florida 32816-8002 (the "Mortgagor"), and **SUNTRUST BANK**, a Georgia corporation, successor by merger to **SUNTRUST BANK, CENTRAL FLORIDA, NATIONAL ASSOCIATION f/k/a SUN BANK, NATIONAL ASSOCIATION**, having a mailing address of 200 South Orange Avenue, Orlando, Florida 32801 (the "Mortgagee").

**WITNESSETH:**

**WHEREAS**, on or about October 8, 1991, the Mortgagor borrowed from the Mortgagee the principal amount of \$800,000.00 and, as evidence thereof, Mortgagor executed and delivered to the Mortgagee that certain Mortgage Note, dated October 8, 1992 in the face amount of \$800,000.00 (the "Original Note"); and

**WHEREAS**, the Original Note was renewed and replaced by that certain Renewal and Extension Mortgage Note, dated as of June 25, 1995, in the face amount of \$684,873.77 (the "First Renewal Note"), which First Renewal Note was renewed and replaced by that certain Renewal Mortgage Note, dated as of May 19, 1998, in the face amount of \$652,294.82 (the "Second Renewal Note"), which Second Renewal Note was renewed and replaced by that certain Third Renewal Mortgage Note, dated as of August 13, 2003, in the face amount of \$539,345.64 (the "Third Renewal Note"; and together with the Original Note, the First Renewal Note and the Second Renewal Note, the "Existing Note"); and

**WHEREAS**, to secure payment of the Existing Note, Mortgagor executed and delivered to Mortgagee, that certain Leasehold Mortgage and Security Agreement, dated October 8, 1991 and recorded on October 11, 1991 in Official Records Book 4335, Page 2699, Public Records of Orange County, Florida, and re-recorded on January 22, 1992 in Official Records Book 4366, Page 1690, Public Records of Orange County, Florida, as amended by that certain Note and Mortgage Modification and Extension Agreement, dated June 22, 1995, and recorded on June 27, 1995 in Official Records Book 4909, Page 4005, Public Records of Orange County, Florida, as amended by that certain Note and Mortgage Modification Agreement and Notice of Future Advance, dated May 19, 1998, and recorded on May 26, 1998 in Official Records Book 5488, Page 3445,

{OR703895;1}

Public Records of Orange County, Florida, and as further amended by that certain Mortgage Modification and Document Reaffirmation Agreement, dated as of August 13, 2003, and recorded on August 26, 2003 in Official Records Book 7069, Page 0906, Public Records of Orange County, Florida (as amended, the "Existing Mortgage"), encumbering certain real property (the "Real Property") situate, lying and being in Orange County, Florida and more particularly described and set forth in Exhibit "B" attached thereto, and certain other security documents (collectively, the "Existing Mortgage Documents"); and

**WHEREAS**, the Mortgagor has requested the Mortgagee to extend to the Mortgagor a future advance loan in the amount of \$32,000.00 (the "Future Advance Loan") as a future advance under (and to be secured by) the Existing Mortgage and the other Existing Mortgage Documents to finance the upgrade of the fire safety sprinkler system located on the Real Property, and in connection therewith, the Mortgagor is simultaneously herewith executing and delivering to the Mortgagee a Future Advance Mortgage Note (the "Future Advance Note") of even date herewith in the face amount of \$32,000.00; and

**WHEREAS**, the Mortgagee is unwilling to make the Future Advance Loan unless *inter alia* the Mortgagor executes and delivers to the Mortgagee this Agreement.

**NOW, THEREFORE**, in consideration of the premises herein contained, the parties hereto do hereby state to and agree as follows:

1. **Balance due on Existing Note.** There is, as of the date hereof, due and owing on the Existing Note the unpaid principal balance of \$529,488.45. The aforesaid amount is absolutely and unconditionally due and owing to the Mortgagee upon the Existing Note, is not subject to any claims, counterclaims, defenses or rights of off-set or recoupment whatsoever and is secured, *inter alia*, by the Existing Mortgage and the Existing Mortgage Documents.

2. **Future Advance Loan.** On the date hereof, the Mortgagee has made the Future Advance Loan to the Mortgagor as a future advance under the Existing Mortgage and, as evidence thereof, the Mortgagor, on and as of the date hereof, has executed and delivered to the Mortgagee the Future Advance Note.

3. **Future Advance Loan under Existing Mortgage.** The Mortgagee has made the Future Advance Loan on the express understanding and agreement with the Mortgagor that said transaction shall constitute a future advance under and in accordance with the terms and conditions of Section 15 of the Existing Mortgage, with the same force and effect as if said transaction was entered into and made as of the date of the Existing Mortgage, all in accordance with the provisions of said Section 15 of the Existing Mortgage and Section 697.04, Florida Statutes. As such, the Future Advance Loan shall also constitute a future advance under the Existing Mortgage, and accordingly, shall be secured not only by the Existing Mortgage, but also by the Existing Mortgage Documents and any and all other loan or security documents at any time further securing said indebtedness.

4. **Existing Mortgage and Existing Mortgage Documents to Secure Existing Note and Future Advance Note.** The Existing Mortgage and the Existing Mortgage Documents are hereby modified to provide that they shall secure not only the full and prompt payment of the Existing Note, but also shall secure the full and prompt payment from the Mortgagor to the Mortgagee of the Future Advance Note, in the same manner and upon the same conditions as if the Existing Mortgage and the Existing Mortgage Documents originally secured the full and prompt payment of the Future Advance Note. The term "Note" as defined and described in the Existing Mortgage and the other Existing Mortgage Documents shall hereafter mean and refer

{OR703895;1}

to each of the Existing Note and the Future Advance Note, as such notes may be amended, modified, renewed or substituted for from time to time.

5. **Future Amendments to Note.** As defined above, the term "Note" includes all future amendments, modifications, renewals or substitutions of the Existing Note and the Future Advance Note, and as set forth in paragraph 4 above, the Existing Mortgage and the Existing Mortgage Documents shall further secure the Existing Note and the Future Advance Note, as so amended, modified, renewed or substituted for from time to time. As such, should the Existing Note or the Future Advance Note at any time in the future be amended, modified, renewed or substituted for, the Existing Mortgage and the Existing Mortgage Documents shall continue to secure the loans evidenced thereby and it shall not be necessary to execute any further modification or extension agreement of the Existing Mortgage or any of the Existing Mortgage Documents; provided, however, nothing contained herein shall obligate the Mortgagee to agree to any further extension or modification in the future.

6. **Reaffirmation.** The Mortgagor hereby reaffirms all of its obligations set forth in the Existing Mortgage, the Existing Mortgage Documents and the other loan documents executed in connection therewith (the "Loan Documents") and agrees to perform each and every covenant, agreement and obligation in said Existing Mortgage, Existing Mortgage Documents and other Loan Documents and agrees to be bound by each and all of the terms and provisions of the Existing Mortgage, the Existing Mortgage Documents and other Loan Documents as herein modified. The Mortgagor shall pay and hold harmless the Mortgagee from any and all Florida documentary stamp taxes or intangible taxes, inclusive of any penalties and interest thereon, resulting from or related to the execution and/or recording of this instrument and/or as a result of the transaction evidenced thereby.

7. **No Impairment.** Nothing herein invalidates, impairs or releases any covenant, condition, agreement or stipulation in the Existing Mortgage, the Existing Mortgage Documents and/or the other Loan Documents and the same, except as herein expressly modified, shall continue in full force and effect. The undersigned further covenants and agrees to perform, comply with and abide by each and every covenant, agreement, condition and stipulation of the Existing Mortgage, the Existing Mortgage Documents and/or the other Loan Documents which is not inconsistent herewith. This Agreement shall not be considered a novation.

8. **Warranties and Representations.** The Mortgagor warrants that the Mortgagor is the owner of the Mortgaged Property, as defined in the Existing Mortgage, that there are no other liens or claims against said property, that the Existing Mortgage, as modified herein, secures the payment of the original indebtedness, that the Existing Mortgage, as modified herein, is binding upon the Mortgagor, its successors, assigns and legal representatives, that the Mortgagee has fully performed its obligations under the Existing Note, the Future Advance Note, the Existing Mortgage, the Existing Mortgage Documents and/or the other Loan Documents, and that the Mortgagor has no claims or offsets against the Mortgagee, the indebtedness under the Existing Note or the Future Advance Note, the obligations under the Existing Mortgage, the Existing Mortgage Documents or the obligations under any other Loan Documents collateral to the Existing Note or the Future Advance Note, the Existing Mortgage and the Existing Mortgage Documents.

9. **Rights Against Third Parties.** All of the Mortgagee's rights against all parties, including but not limited to all parties secondarily liable, are hereby reserved.

10. **Successors and Assigns.** This Agreement shall be binding upon and shall inure to the benefit of the successors and assigns of the respective parties hereto.

{OR703895;1}



11. **Miscellaneous.** All pronouns and all variations thereof shall be construed so as to refer to the masculine, feminine, neuter, singular and plural from thereof as required by the identity of the person or persons or the situations.

12. **Documentary Stamp Tax and Non-Recurring Intangible Tax.** This Agreement modifies the Existing Mortgage and the Existing Mortgage Documents. Documentary stamp tax and non-recurring intangible tax in the required legal amounts were paid on the Existing Note, upon recordation of the Existing Mortgage. Documentary Stamp tax in the amount of \$112.00 and non-recurring intangible tax in the amount of \$64.00 are being paid upon recordation of this Agreement based only upon the Future Advance Note in the amount of \$32,000.00.

13. **Counterparts.** This Agreement may be executed in any number of counterparts, each of which, when executed and delivered, shall be deemed to be an original, but such counterparts shall together constitute one and the same instrument.

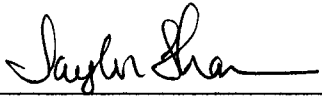
[Signatures on Following Page]

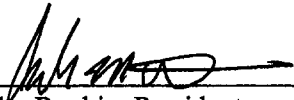
IN WITNESS WHEREOF, Mortgagor and Mortgagee have executed this Agreement this as of the date herein first above written.

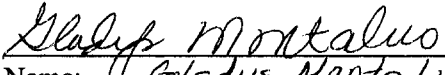
Signed, sealed & delivered  
in the presence of:

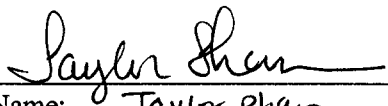
**MORTGAGOR:**

**ETA PI HOUSE, INC.**

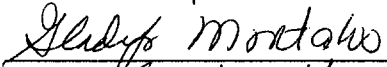
  
Name: Taylor Phan

By:   
John Rankin, President

  
Name: Gladys Montalvo

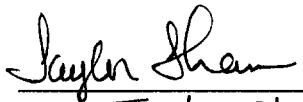
  
Name: Taylor Phan

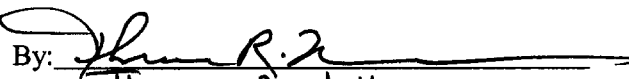
By:   
Joe Hartman, Secretary

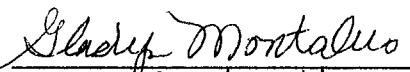
  
Name: Gladys Montalvo

**MORTGAGEE:**

**SUNTRUST BANK**

  
Name: Taylor Phan

By:   
Name: Thomas R. Wallace  
Title: Assistant Vice President

  
Name: Gladys Montalvo

STATE OF FLORIDA

COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this 2<sup>nd</sup> day of February, 2004, by John Rankin as President of **ETA PI HOUSE, INC.**, a Florida non-profit corporation, on behalf of the corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

Gladys E. Montalvo  
Signature of Notary Public, State of Florida  
Gladys E. Montalvo  
(Print, Type or Stamp Commissioned Name of Notary)  
Personally known ☒ OR Produced identification \_\_\_\_\_  
Type of identification \_\_\_\_\_

(NOTARIAL SEAL)



Gladys E. Montalvo  
My Commission DD271332  
Expires December 30, 2007

STATE OF FLORIDA

COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this 2<sup>nd</sup> day of February, 2004, by Joe Hartman as Secretary of **ETA PI HOUSE, INC.**, a Florida non-profit corporation, on behalf of the corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

Gladys E. Montalvo  
Signature of Notary Public, State of Florida  
Gladys E. Montalvo  
(Print, Type or Stamp Commissioned Name of Notary)  
Personally known ☒ OR Produced identification \_\_\_\_\_  
Type of identification \_\_\_\_\_

(NOTARIAL SEAL)



Gladys E. Montalvo  
My Commission DD271332  
Expires December 30, 2007

{OR703895;1}

INSTR 20060253818  
OR BK 08595 PG 1179 PGS=4  
MARTHA O. HAYNIE, COMPTROLLER  
ORANGE COUNTY, FL  
04/19/2006 07:46:19 AM  
REC FEE 35.50

**UCC FINANCING STATEMENT AMENDMENT**  
FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER [optional]  
Phone (800) 331-3282 Fax (818) 662-4141

B. SEND ACKNOWLEDGEMENT TO: (Name and Mailing Address) 14012 SunTrust Bank

UCC Direct Services  
P.O. Box 29071  
Glendale, CA 91209-9071

8185746  
FLFL  
FIXTURE

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1a. INITIAL FINANCING STATEMENT FILE #  
BK-4335 PG 2721 10/11/91 Orange

1b. This FINANCING STATEMENT AMENDMENT is  
to be filed (for record) (or recorded) in the  
☒ REAL ESTATE RECORDS.

2. ☐ **TERMINATION:** Effectiveness of the Financing Statement identified above is terminated with respect to security interest(s) of the Secured Party authorizing this Termination Statement.

3. ☒ **CONTINUATION:** Effectiveness of the Financing Statement identified above with respect to the security interest(s) of the Secured Party authorizing this Continuation Statement is continued for the additional period provided by applicable law.

4. ☐ **ASSIGNMENT** (full or partial): Give name of assignee in item 7a or 7b and address of assignee in 7c; and also give name of assignor in item 9.

5. **AMENDMENT (PARTY INFORMATION):** This Amendment affects ☐ Debtor or ☐ Secured Party of record. Check only one of these two boxes.

Also check one of the following three boxes and provide appropriate information in items 6 and/or 7.

☐ **CHANGE** name and/or address: Give current record name in item 6a or 6b; also give new name (if name change) in item 7a or 7b and/or new address (if address change) in item 7c. ☐ **DELETE** name: Give record name to be deleted in item 6a or 6b. ☐ **ADD** name: Complete item 7a or 7b, and also item 7c; also complete items 7d-7g (if applicable).

**6. CURRENT RECORD INFORMATION:**

6a. ORGANIZATION'S NAME  
ETA PI HOUSE, INCORPORATED

OR  
6b. INDIVIDUAL'S LAST NAME FIRST NAME MIDDLE NAME SUFFIX

**7. CHANGED (NEW) OR ADDED INFORMATION:**

7a. ORGANIZATION'S NAME

OR  
7b. INDIVIDUAL'S LAST NAME FIRST NAME MIDDLE NAME SUFFIX

7c. MAILING ADDRESS CITY STATE POSTAL CODE COUNTRY

7d. SEE INSTRUCTION ADD'L INFO RE ORGANIZATION DEBTOR 7e. TYPE OF ORGANIZATION 7f. JURISDICTION OF ORGANIZATION 7g. ORGANIZATIONAL ID #, if any ☐ NONE

**8. AMENDMENT (COLLATERAL CHANGE):** check only one box.

Describe collateral ☐ deleted or ☐ added, or give entire ☐ restated collateral description, or describe collateral ☐ assigned.

9. NAME OF SECURED PARTY OF RECORD AUTHORIZING THIS AMENDMENT (name of assignor, if this is an Assignment). If this is an Amendment authorized by a Debtor which adds collateral or adds the authorizing Debtor, or if this is a Termination authorized by a Debtor, check here ☐ and enter name of DEBTOR authorizing this Amendment.

9a. ORGANIZATION'S NAME  
SunTrust Bank

OR  
9b. INDIVIDUAL'S LAST NAME FIRST NAME MIDDLE NAME SUFFIX

**10. OPTIONAL FILER REFERENCE DATA**

8185746 Debtor Name: ETA PI HOUSE, INCORPORATED 0050266863/34 2154710

FILING OFFICE COPY - NATIONAL UCC FINANCING STATEMENT AMENDMENT (FORM UCC3) (REV. 05/22/02)

Prepared by UCC Direct Services, P.O. Box 29071  
Glendale, CA 91209-9071 Tel (800) 331-3282

**UCC FINANCING STATEMENT AMENDMENT ADDENDUM**  
FOLLOW INSTRUCTIONS (front and back) CAREFULLY

11. INITIAL FINANCING STATEMENT FILE # (same as item 1a on Amendment form)

BK-4335 PG 2721 10/11/91 Orange

12. NAME of PARTY AUTHORIZING THIS AMENDMENT (same as item 9 on Amendment form)

12a. ORGANIZATION'S NAME  
SunTrust Bank

OR

12b. INDIVIDUAL'S LAST NAME

FIRST NAME

MIDDLE NAME, SUFFIX

13. Use this space for additional information

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

Description: SEE ATTACHED

UDS # 8185746

EXHIBIT "A"

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 rents, issued, 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.

OR4335 P62722

UDS-# 8185746

**LEGAL DESCRIPTION**  
**EXHIBIT "B"**

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 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; run thence N 18°45'00" E for a distance of 352.50 feet; thence run N 00°31'50" E for a distance of 270.79 feet to the Point of Beginning; thence continue N 00°31'50" East 416.10 feet; thence run S 90°00'00" E 240.33 feet to the P.C. of a 940.86 foot radius curve to the right; thence run Easterly along said curve whose chord bears S 88°28'39" E 49.99 feet through a central angle of 03°02'42" an arc distance of 50.00 feet; thence run S 00°00'00" W 134.65 feet to the P.C. of a 9.00 foot radius curve to the right; thence run Southeasterly along said curve whose chord bears S 15°00'00" W 4.66 feet, through a central angle of 30°00'00" an arc distance of 4.71 feet; thence run S 30°00'00" W, 56.71 feet to the P.C. of a 63.00 foot radius curve to the left; thence run Southerly along said curve whose chord bears S 00°42'43" E 64.35 feet through a central angle of 61°25'27" an arc distance of 67.54 feet; thence run S 58°34'33" W, 311.00 feet to the Point of Beginning.

OR4335 PG2723

RECEIVED & RECORDED  
*Matthea R. Wayne*  
County Comptroller, Orange Co., FL

**STATE OF FLORIDA UNIFORM COMMERCIAL CODE  
FINANCING STATEMENT FORM**

DOC # 20090095402 B: 9830 P: 0995  
02/17/2009 08:24:10 AM Page 1 of 4  
Rec Fee: \$35.50 Doc Type: FS  
Martha O. Haynie, Comptroller  
Orange County, FL  
MB - Ret To: ROLAND H ACOSTA & ASSOC P



THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

<b>A. NAME &amp; DAYTIME PHONE NUMBER OF CONTACT PERSON</b> Roland H. Acosta / 407-644-2531	
<b>B. SEND ACKNOWLEDGEMENT TO:</b> Name Roland H. Acosta Address Roland H. Acosta & Associates, P.A. Address 1155 Louisiana Avenue, Suite 206 City/State/Zip Winter Park, Florida 32789	

**1. DEBTOR'S EXACT FULL LEGAL NAME - INSERT ONLY ONE DEBTOR NAME (1a OR 1b) - Do Not Abbreviate or Combine Names**

1a. ORGANIZATION'S NAME ETA PI HOUSE, INC.				
1b. INDIVIDUAL'S LAST NAME		FIRST NAME	MIDDLE NAME	SUFFIX
1c. MAILING ADDRESS 4418 GREEK COURT		CITY ORLANDO	STATE FLORIDA	POSTAL CODE 32816 COUNTRY USA
1d. TAX ID# 59-6549155	REQUIRED ADD'L INFO RE: ORGANIZATION DEBTOR	1e. TYPE OF ORGANIZATION Corporation (NON PROFIT)	1f. JURISDICTION OF ORGANIZATION FLORIDA	1g. ORGANIZATIONAL ID# 730185 <input type="checkbox"/> NONE

**2. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - INSERT ONLY ONE DEBTOR NAME (2a OR 2b) - Do Not Abbreviate or Combine Names**

2a. ORGANIZATION'S NAME				
2b. INDIVIDUAL'S LAST NAME		FIRST NAME	MIDDLE NAME	SUFFIX
2c. MAILING ADDRESS		CITY	STATE	POSTAL CODE COUNTRY
2d. TAX ID#	REQUIRED ADD'L INFO RE: ORGANIZATION DEBTOR	2e. TYPE OF ORGANIZATION	2f. JURISDICTION OF ORGANIZATION	2g. ORGANIZATIONAL ID# <input type="checkbox"/> NONE

**3. SECURED PARTY'S NAME (or NAME of TOTAL ASSIGNEE of ASSIGNOR S/P)- INSERT ONLY ONE SECURED PARTY NAME (3a OR 3b)**

3a. ORGANIZATION'S NAME SUNTRUST BANK				
3b. INDIVIDUAL'S LAST NAME		FIRST NAME	MIDDLE NAME	SUFFIX
3c. MAILING ADDRESS 7455 CHANCELLOR DRIVE, MAIL CODE FL-ORL-9026		CITY ORLANDO	STATE FLORIDA	POSTAL CODE 32809 COUNTRY USA

**4. This FINANCING STATEMENT covers the following collateral:**

SEE EXHIBITS "A" AND "B" ATTACHED HERETO AND MADE A PART HEREOF BY REFERENCE  
OWNER OF REAL PROPERTY: TRUSTEES OF THE INTERNAL IMPROVEMENT FUND OF THE  
STATE OF FLORIDA.

5. ALTERNATE DESIGNATION (if applicable)	<input type="checkbox"/> LESSEE/LESSOR	<input type="checkbox"/> CONSIGNEE/CONSIGNOR	<input type="checkbox"/> BAILEE/BAILOR
	<input type="checkbox"/> AG. LIEN	<input type="checkbox"/> NON-UCC FILING	<input type="checkbox"/> SELLER/BUYER

**6. Florida DOCUMENTARY STAMP TAX - YOU ARE REQUIRED TO CHECK EXACTLY ONE BOX**

<input checked="" type="checkbox"/>	All documentary stamps due and payable or to become due and payable pursuant to s. 201.22 F.S., have been paid.
<input type="checkbox"/>	Florida Documentary Stamp Tax is not required.

**7. OPTIONAL FILER REFERENCE DATA** FILE NO.: SUN-0013-9



# STATE OF FLORIDA UNIFORM COMMERCIAL CODE FINANCING STATEMENT FORM – ADDENDUM

**8. NAME OF FIRST DEBTOR (1a OR 1b) ON RELATED FINANCING STATEMENT**

8a. ORGANIZATION'S NAME ETA PI HOUSE, INC.			
8b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX

**9. MISCELLANEOUS:**

--

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

**10. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - INSERT ONLY ONE DEBTOR NAME (10a OR 10b) – Do Not Abbreviate or Combine Names**

10a. ORGANIZATION'S NAME				
10b. INDIVIDUAL'S LAST NAME		FIRST NAME	MIDDLE NAME	SUFFIX
10c. MAILING ADDRESS		CITY	STATE	POSTAL CODE COUNTRY
10d. TAX ID#	REQUIRED ADD'L INFO RE: ORGANIZATION DEBTOR	10e. TYPE OF ORGANIZATION	10f. JURISDICTION OF ORGANIZATION	10g. ORGANIZATIONAL ID# NONE

**11. SECURED PARTY'S NAME (or NAME of TOTAL ASSIGNEE of ASSIGNOR S/P) – INSERT ONLY ONE SECURED PARTY NAME (11a OR 11b)**

11a. ORGANIZATION'S NAME				
11b. INDIVIDUAL'S LAST NAME		FIRST NAME	MIDDLE NAME	SUFFIX
11c. MAILING ADDRESS		CITY	STATE	POSTAL CODE COUNTRY

**12.** This FINANCING STATEMENT covers ☐ timber to be cut or  
☒ as-extracted collateral, or is filed as a ☒ fixture filing.

**13. Description of real estate:**

SEE EXHIBIT "B" ATTACHED  
 HERETO AND MADE A PART  
 HEREOF BY REFERENCE

**14.** Name and address of a RECORD OWNER of above-described real  
 estate (if Debtor does not have a record interest):

**15. Additional collateral description:**

**16.** Check only if applicable and check only one box.

Debtor is a ☐ Trust or ☐ Trustee acting with respect to property held in trust or  
☒ Decedent's Estate

**17.** Check only if applicable and check only one box.

☐ Debtor is a TRANSMITTING UTILITY  
☐ Filed in connection with a Manufactured-Home Transaction – effective 30 years  
☐ Filed in connection with a Public-Finance Transaction – effective 30 years

**Exhibit "A"**

**TO UCC-1 FILING STATEMENT:**

**DEBTOR:** ETA PI HOUSE, INC.

**SECURED PARTY:** SUNTRUST BANK

**REAL PROPERTY:** The real property described and set forth in Exhibit "B" attached to this Financing Statement.

**COLLATERAL:** All the following described property:

All of the improvements now or hereafter located on the Real Property and all fixtures, appliances, apparatus, equipment, furnishings, heating and air conditioning equipment, machinery and articles of personal property and replacements thereof (other than those owned by lessees of Debtor 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 or subleases of said real property now or hereafter entered into and all right, title and interest of Debtor 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.

**Exhibit "B"****LEGAL DESCRIPTION OF REAL PROPERTY**

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 ¼ 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 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; run thence N18°45'00"E for a distance of 352.50 feet; thence run N00°31'50"E for a distance of 270.79 feet to the Point of Beginning; thence continue N00°31'50" East 416.10 feet; thence run S90°00'00"E 240.32 feet to the P.C. of a 940.86 foot radius curve to the right; thence run Easterly along said curve whose chord bears S88°28'39"E 49.99 feet through a central angle of 03°02'42" an arc distance of 50.00 feet; thence run S00°00'00"W 134.65 feet to the P.C. of a 9.00 foot radius curve to the right; thence run Southeasterly along said curve whose chord bears S15°00'00"W 4.66 feet, through a central angle of 30°00'00" an arc distance of 4.71 feet; thence run S30°00'00"W, 56.71 feet to the P.C. of a 63.00 foot radius curve to the left; thence run Southerly along said curve whose chord bears S00°42'43"E 64.35 feet through a central angle of 61°25'27" an arc distance of 67.54 feet; thence run S58°34'33"W, 311.00 feet to the Point of Beginning.



# UCC FINANCING STATEMENT AMENDMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER (optional)	
Phone (800) 331-3282 Fax (818) 662-4141	
B. SEND ACKNOWLEDGEMENT TO: (Name and Mailing Address) 14012 SUNTRUST BANK	
CT Lien Solutions P.O. Box 29071 Glendale, CA 91209-9071	27987962  FLFL FIXTURE

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1a. INITIAL FINANCING STATEMENT FILE #  
BK-4335 PG 2721 10/11/91 CC FL Orange

1b. This FINANCING STATEMENT AMENDMENT is  
to be filed (for record) (or recorded) in the  
REAL ESTATE RECORDS.

2. ☐ **TERMINATION:** Effectiveness of the Financing Statement identified above is terminated with respect to security interest(s) of the Secured Party authorizing this Termination Statement.
3. ☒ **CONTINUATION:** Effectiveness of the Financing Statement identified above with respect to the security interest(s) of the Secured Party authorizing this Continuation Statement is continued for the additional period provided by applicable law.

4. ☐ **ASSIGNMENT (full or partial):** Give name of assignee in item 7a or 7b and address of assignee in 7c; and also give name of assignor in item 9.

5. **AMENDMENT (PARTY INFORMATION):** This Amendment affects ☐ Debtor or ☐ Secured Party of record. Check only one of these two boxes.

Also check one of the following three boxes and provide appropriate information in items 6 and/or 7.

☐ **CHANGE** name and/or address: Give current record name in item 6a or 6b; also give new name (if name change) in item 7a or 7b and/or new address (if address change) in item 7c. ☐ **DELETE** name: Give record name to be deleted in item 6a or 6b. ☐ **ADD** name: Complete item 7a or 7b. and also item 7c; also complete items 7d-7g (if applicable)

## 6. CURRENT RECORD INFORMATION:

6a. ORGANIZATION'S NAME  
ETA PI HOUSE, INCORPORATED

OR	6b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX
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## 7. CHANGED (NEW) OR ADDED INFORMATION:

7a. ORGANIZATION'S NAME

OR	7b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX
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7c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY
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7d. SEE INSTRUCTION	ADD'L INFO RE ORGANIZATION DEBTOR	7e. TYPE OF ORGANIZATION	7f. JURISDICTION OF ORGANIZATION	7g. ORGANIZATIONAL ID #, if any
				<input type="checkbox"/> NONE

## 8. AMENDMENT (COLLATERAL CHANGE): check only one box.

Describe collateral ☐ deleted or ☐ added, or give entire ☐ restated collateral description, or describe collateral ☐ assigned.

9. NAME OF SECURED PARTY OF RECORD AUTHORIZING THIS AMENDMENT (name of assignor, if this is an Assignment). If this is an Amendment authorized by a Debtor which adds collateral or adds the authorizing Debtor, or if this is a Termination authorized by a Debtor, check here ☐ and enter name of DEBTOR authorizing this Amendment.

9a. ORGANIZATION'S NAME  
SunTrust Bank

OR	9b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX
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## 10. OPTIONAL FILER REFERENCE DATA

27987962 Debtor Name: ETA PI HOUSE, INCORPORATED 0050266863/34 2159799

**UCC FINANCING STATEMENT AMENDMENT ADDENDUM**  
FOLLOW INSTRUCTIONS (front and back) CAREFULLY

11. INITIAL FINANCING STATEMENT FILE # (same as item 1a on Amendment form)

BK-4335 PG 2721 10/11/91 CC FL Orange

12. NAME of PARTY AUTHORIZING THIS AMENDMENT (same as item 9 on Amendment form)

12a. ORGANIZATION'S NAME  
SunTrust Bank

OR

12b. INDIVIDUAL'S LAST NAME

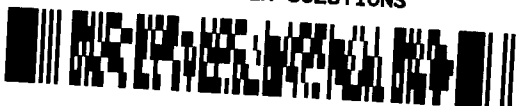
FIRST NAME

MIDDLE NAME, SUFFIX

13. Use this space for additional information

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

Description: SEE ATTACHED



# UCC FINANCING STATEMENT AMENDMENT

FOLLOW INSTRUCTIONS

A. NAME & PHONE OF CONTACT AT FILER (optional) Phone: (800) 331-3282 Fax: (818) 662-4141	
B. E-MAIL CONTACT AT FILER (optional) CLS-CTLS_Glendale_Customer_Service@wolterskluwer.com	
C. SEND ACKNOWLEDGMENT TO: (Name and Address) 14012 - SUNTRUST BANK - ATLA	
CT Lien Solutions P.O. Box 29071 Glendale, CA 91209-9071	39464608 FLFL FIXTURE

File with: Orange, FL

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1a. INITIAL FINANCING STATEMENT FILE NUMBER 20090095402 BK 9830 PG 0995 2/17/2009 CC FL Orange	1b. <input checked="" type="checkbox"/> This FINANCING STATEMENT AMENDMENT is to be filed [for record] (or recorded) in the REAL ESTATE RECORDS Filer: attach Amendment Addendum (Form UCC3Ad) and provide Debtor's name in item 13
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2. ☐ TERMINATION: Effectiveness of the Financing Statement identified above is terminated with respect to the security interest(s) of Secured Party authorizing this Termination Statement

3. ☐ ASSIGNMENT (full or partial): Provide name of Assignee in item 7a or 7b, and address of Assignee in item 7c and name of Assignor in item 9  
For partial assignment, complete items 7 and 9 and also indicate affected collateral in item 8

4. ☒ CONTINUATION: Effectiveness of the Financing Statement identified above with respect to the security interest(s) of Secured Party authorizing this Continuation Statement is continued for the additional period provided by applicable law

5. ☐ PARTY INFORMATION CHANGE:

Check one of these two boxes:

AND Check one of these three boxes to:

This Change affects ☐ Debtor or ☐ Secured Party of record ☐ CHANGE name and/or address: Complete item 6a or 6b; and item 7a or 7b and item 7c ☐ ADD name: Complete item 7a or 7b, and item 7c ☐ DELETE name: Give record name to be deleted in item 6a or 6b

6. CURRENT RECORD INFORMATION: Complete for Party Information Change - provide only one name (6a or 6b)

6a. ORGANIZATION'S NAME ETA PI HOUSE INC				
OR	6b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX

7. CHANGED OR ADDED INFORMATION: Complete for Assignment or Party Information Change - provide only one name (7a or 7b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name)

7a. ORGANIZATION'S NAME				
OR	7b. INDIVIDUAL'S SURNAME			
INDIVIDUAL'S FIRST PERSONAL NAME				
INDIVIDUAL'S ADDITIONAL NAME(S)/INITIAL(S)				SUFFIX

7c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY
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8. ☐ COLLATERAL CHANGE: Also check one of these four boxes: ☐ ADD collateral ☐ DELETE collateral ☐ RESTATE covered collateral ☐ ASSIGN collateral  
Indicate collateral:

9. NAME OF SECURED PARTY OF RECORD AUTHORIZING THIS AMENDMENT: Provide only one name (9a or 9b) (name of Assignor, if this is an Assignment)  
If this is an Amendment authorized by a DEBTOR, check here ☐ and provide name of authorizing Debtor

9a. ORGANIZATION'S NAME SunTrust Bank				
OR	9b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX

10. OPTIONAL FILER REFERENCE DATA: Debtor Name: ETA PI HOUSE INC  
39464608 2159799

0050266863-34

**UCC FINANCING STATEMENT AMENDMENT ADDENDUM****FOLLOW INSTRUCTIONS**

11. INITIAL FINANCING STATEMENT FILE NUMBER: Same as item 1a on Amendment form  
 20090095402 BK 9830 PG 0995 2/17/2009 CC FL Orange

12. NAME OF PARTY AUTHORIZING THIS AMENDMENT: Same as item 9 on Amendment form

OR	12a. ORGANIZATION'S NAME SunTrust Bank	
	12b. INDIVIDUAL'S SURNAME	
	FIRST PERSONAL NAME	
	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

13. Name of DEBTOR on related financing statement (Name of a current Debtor of record required for indexing purposes only in some filing offices - see Instruction item 13): Provide only one Debtor name (13a or 13b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name); see Instructions if name does not fit

OR	13a. ORGANIZATION'S NAME			
	13b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX

14. ADDITIONAL SPACE FOR ITEM 8 (Collateral):

15. This FINANCING STATEMENT AMENDMENT:

☐ covers timber to be cut ☐ covers as-extracted collateral ☒ is filed as a fixture filing

16. Name and address of a RECORD OWNER of real estate described in item 17  
 (if Debtor does not have a record interest):

17. Description of real estate:

See Attached

18. MISCELLANEOUS: 39464608-FL-95 14012 - SUNTRUST BANK - ATLA SunTrust Bank

File with: Orange, FL 2159799 0050266863-34

**Exhibit "B"****LEGAL DESCRIPTION OF REAL PROPERTY**

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 ¼ 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 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; run thence N18°45'00"E for a distance of 352.50 feet; thence run N00°31'50"E for a distance of 270.79 feet to the Point of Beginning; thence continue N00°31'50" East 416.10 feet; thence run S90°00'00"E 240.32 feet to the P.C. of a 940.86 foot radius curve to the right; thence run Easterly along said curve whose chord bears S88°28'39"E 49.99 feet through a central angle of 03°02'42" an arc distance of 50.00 feet; thence run S00°00'00"W 134.65 feet to the P.C. of a 9.00 foot radius curve to the right; thence run Southeasterly along said curve whose chord bears S15°00'00"W 4.66 feet, through a central angle of 30°00'00" an arc distance of 4.71 feet; thence run S30°00'00"W, 56.71 feet to the P.C. of a 63.00 foot radius curve to the left; thence run Southerly along said curve whose chord bears S00°42'43"E 64.35 feet through a central angle of 61°25'27" an arc distance of 67.54 feet; thence run S58°34'33"W, 311.00 feet to the Point of Beginning.



DOCH 20160370181

07/19/2016 11:48:22 AM Page 1 of 2

Rec Fee: \$18.50

Martha O. Haynie, Comptroller

Orange County, FL

SA - Ret To: CT LIEN SOLUTIONS

**UCC FINANCING STATEMENT AMENDMENT**

FOLLOW INSTRUCTIONS

A. NAME & PHONE OF CONTACT AT FILER (optional) Phone: (800) 331-3282 Fax: (818) 662-4141	
B. E-MAIL CONTACT AT FILER (optional) CLS-CTLS_Glendale_Customer_Service@wolterskluwer.com	
C. SEND ACKNOWLEDGMENT TO: (Name and Address) 14012 - SUNTRUST - GA	
CT Lien Solutions P.O. Box 29071 Glendale, CA 91209-9071	54858970 FLFL
File with: Orange, FL	

**THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY**

1a. INITIAL FINANCING STATEMENT FILE NUMBER BK-4335 PG 2721 10/11/1991 CC FL Orange	1b. <input type="checkbox"/> This FINANCING STATEMENT AMENDMENT is to be filed [for record] (or recorded) in the REAL ESTATE RECORDS Filer: attach Amendment Addendum (Form UCC3Ad) and provide Debtor's name in item 13
2. <input type="checkbox"/> TERMINATION: Effectiveness of the Financing Statement identified above is terminated with respect to the security interest(s) of Secured Party authorizing this Termination Statement	
3. <input type="checkbox"/> ASSIGNMENT (full or partial): Provide name of Assignee in item 7a or 7b, and address of Assignee in item 7c and name of Assignor in item 9 For partial assignment, complete items 7 and 9 and also indicate affected collateral in item 8	
4. <input checked="" type="checkbox"/> CONTINUATION: Effectiveness of the Financing Statement identified above with respect to the security interest(s) of Secured Party authorizing this Continuation Statement is continued for the additional period provided by applicable law	
5. <input type="checkbox"/> PARTY INFORMATION CHANGE: Check one of these two boxes: AND Check one of these three boxes to: This Change affects <input type="checkbox"/> Debtor or <input type="checkbox"/> Secured Party of record <input type="checkbox"/> CHANGE name and/or address: Complete item 6a or 6b; and item 7a or 7b and item 7c <input type="checkbox"/> ADD name: Complete item 7a or 7b, and item 7c <input type="checkbox"/> DELETE name: Give record name to be deleted in item 6a or 6b	
6. CURRENT RECORD INFORMATION: Complete for Party Information Change - provide only one name (6a or 6b)	
6a. ORGANIZATION'S NAME ETA PI HOUSE, INCORPORATED	
OR	6b. INDIVIDUAL'S SURNAME FIRST PERSONAL NAME ADDITIONAL NAME(S)/INITIAL(S) SUFFIX
7. CHANGED OR ADDED INFORMATION: Complete for Assignment or Party Information Change - provide only one name (7a or 7b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name)	
7a. ORGANIZATION'S NAME	
OR	7b. INDIVIDUAL'S SURNAME
INDIVIDUAL'S FIRST PERSONAL NAME	
INDIVIDUAL'S ADDITIONAL NAME(S)/INITIAL(S) SUFFIX	
7c. MAILING ADDRESS	CITY STATE POSTAL CODE COUNTRY
8. <input type="checkbox"/> COLLATERAL CHANGE: Also check one of these four boxes: <input type="checkbox"/> ADD collateral <input type="checkbox"/> DELETE collateral <input type="checkbox"/> RESTATE covered collateral <input type="checkbox"/> ASSIGN collateral Indicate collateral:	

9. NAME OF SECURED PARTY OF RECORD AUTHORIZING THIS AMENDMENT: Provide only one name (9a or 9b) (name of Assignor, if this is an Assignment)  
If this is an Amendment authorized by a DEBTOR, check here ☐ and provide name of authorizing Debtor

9a. ORGANIZATION'S NAME SunTrust Bank			
OR	9b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S) SUFFIX

10. OPTIONAL FILER REFERENCE DATA: Debtor Name: ETA PI HOUSE, INCORPORATED  
54858970 2159799

0050266863/34

**UCC FINANCING STATEMENT AMENDMENT ADDENDUM****FOLLOW INSTRUCTIONS**

11. INITIAL FINANCING STATEMENT FILE NUMBER: Same as item 1a on Amendment form

**BK-4335 PG 2721 10/11/1991 CC FL Orange**

12. NAME OF PARTY AUTHORIZING THIS AMENDMENT: Same as item 9 on Amendment form

12a. ORGANIZATION'S NAME

**SunTrust Bank**

OR

12b. INDIVIDUAL'S SURNAME

FIRST PERSONAL NAME

ADDITIONAL NAME(S)/INITIAL(S)

SUFFIX

**THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY**13. Name of DEBTOR on related financing statement (Name of a current Debtor of record required for indexing purposes only in some filing offices - see Instruction Item 13): Provide only one Debtor name (13a or 13b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name); see Instructions if name does not fit

13a. ORGANIZATION'S NAME

OR

13b. INDIVIDUAL'S SURNAME

FIRST PERSONAL NAME

ADDITIONAL NAME(S)/INITIAL(S)

SUFFIX

14. ADDITIONAL SPACE FOR ITEM 8 (Collateral):

Debtor Name and Address:

**ETA PI HOUSE, INCORPORATED - PO BOX 1031 , ORLANDO, FL 32802**

Secured Party Name and Address:

**SunTrust Bank - 7455 CHANCELLOR DR , ORLANDO, FL 32809**

15. This FINANCING STATEMENT AMENDMENT:

☐ covers timber to be cut ☐ covers as-extracted collateral ☐ is filed as a fixture filing

17. Description of real estate:

16. Name and address of a RECORD OWNER of real estate described in item 17  
(if Debtor does not have a record interest):

# UCC FINANCING STATEMENT AMENDMENT

FOLLOW INSTRUCTIONS

DOCH 20180737240

12/20/2018 11:34:45 AM Page 1 of 3

Rec Fee: \$27.00

Phil Diamond, Comptroller

Orange County, FL

SA - Ret To: WOLTERS KLUWER



A. NAME & PHONE OF CONTACT AT FILER (optional) Phone: (800) 331-3282 Fax: (818) 662-4141	
B. E-MAIL CONTACT AT FILER (optional) CLS-CTLS_Glendale_Customer_Service@wolterskluwer.com	
C. SEND ACKNOWLEDGMENT TO: (Name and Address) 14012 - SunTrust - WLO -	
Lien Solutions P.O. Box 29071 Glendale, CA 91209-9071	67814045 FLFL FIXTURE
File with: Orange, FL	

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1a. INITIAL FINANCING STATEMENT FILE NUMBER  
20090095402 BK 9830 PG 0995 2/17/2009 CC FL Orange

1b. ☒ This FINANCING STATEMENT AMENDMENT is to be filed (for record)  
(or recorded) in the REAL ESTATE RECORDS  
Filer: attach Amendment Addendum (Form UCC3Ad) and provide Debtor's name in item 13

2. ☐ TERMINATION: Effectiveness of the Financing Statement identified above is terminated with respect to the security interest(s) of Secured Party authorizing this Termination Statement

3. ☐ ASSIGNMENT (full or partial): Provide name of Assignee in item 7a or 7b, and address of Assignee in item 7c and name of Assignor in item 9  
For partial assignment, complete items 7 and 9 and also indicate affected collateral in item 8

4. ☒ CONTINUATION: Effectiveness of the Financing Statement identified above with respect to the security interest(s) of Secured Party authorizing this Continuation Statement is continued for the additional period provided by applicable law

5. ☐ PARTY INFORMATION CHANGE:

Check one of these two boxes:

AND Check one of these three boxes to:

This Change affects ☐ Debtor or ☐ Secured Party of record ☐ CHANGE name and/or address: Complete item 6a or 6b; and item 7a or 7b and item 7c ☐ ADD name: Complete item 7a or 7b, and item 7c ☐ DELETE name: Give record name to be deleted in item 6a or 6b

6. CURRENT RECORD INFORMATION: Complete for Party Information Change - provide only one name (6a or 6b)

6a. ORGANIZATION'S NAME

ETA PI HOUSE INC

OR

6b. INDIVIDUAL'S SURNAME

FIRST PERSONAL NAME

ADDITIONAL NAME(S)/INITIAL(S)

SUFFIX

7. CHANGED OR ADDED INFORMATION: Complete for Assignment or Party Information Change - provide only one name (7a or 7b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name)

7a. ORGANIZATION'S NAME

OR

7b. INDIVIDUAL'S SURNAME

INDIVIDUAL'S FIRST PERSONAL NAME

INDIVIDUAL'S ADDITIONAL NAME(S)/INITIAL(S)

SUFFIX

7c. MAILING ADDRESS

CITY

STATE

POSTAL CODE

COUNTRY

8. ☐ COLLATERAL CHANGE: Also check one of these four boxes: ☐ ADD collateral ☐ DELETE collateral ☐ RESTATE covered collateral ☐ ASSIGN collateral

Indicate collateral:

9. NAME OF SECURED PARTY OF RECORD AUTHORIZING THIS AMENDMENT: Provide only one name (9a or 9b) (name of Assignor, if this is an Assignment)

If this is an Amendment authorized by a DEBTOR, check here ☐ and provide name of authorizing Debtor

9a. ORGANIZATION'S NAME

SunTrust Bank

OR

9b. INDIVIDUAL'S SURNAME

FIRST PERSONAL NAME

ADDITIONAL NAME(S)/INITIAL(S)

SUFFIX

10. OPTIONAL FILER REFERENCE DATA: Debtor Name: ETA PI HOUSE INC

67814045

2159799

0050266863-34

**UCC FINANCING STATEMENT AMENDMENT ADDENDUM****FOLLOW INSTRUCTIONS**

11. INITIAL FINANCING STATEMENT FILE NUMBER: Same as item 1a on Amendment form  
 20090095402 BK 9830 PG 0995 2/17/2009 CC FL Orange

12. NAME OF PARTY AUTHORIZING THIS AMENDMENT: Same as item 9 on Amendment form

12a. ORGANIZATION'S NAME

SunTrust Bank

OR

12b. INDIVIDUAL'S SURNAME

FIRST PERSONAL NAME

ADDITIONAL NAME(S)/INITIAL(S)

SUFFIX

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

13. Name of DEBTOR on related financing statement (Name of a current Debtor of record required for indexing purposes only in some filing offices - see Instruction item 13): Provide only one Debtor name (13a or 13b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name); see Instructions if name does not fit

13a. ORGANIZATION'S NAME

ETA PI HOUSE INC

OR

13b. INDIVIDUAL'S SURNAME

FIRST PERSONAL NAME

ADDITIONAL NAME(S)/INITIAL(S)

SUFFIX

14. ADDITIONAL SPACE FOR ITEM 8 (Collateral):

Debtor Name and Address:

ETA PI HOUSE INC - 4418 GREEK COURT , ORLANDO, FL 32916

Secured Party Name and Address:

SunTrust Bank - 7455 CHANCELLOR DRIVE, ALL CODE FL-ORL-9026 , ORLANDO, FL 32809

15. This FINANCING STATEMENT AMENDMENT:

☐ covers timber to be cut ☐ covers as-extracted collateral ☒ is filed as a fixture filing

16. Name and address of a RECORD OWNER of real estate described in item 17  
 (if Debtor does not have a record interest):

17. Description of real estate:

See Attached

18. MISCELLANEOUS: 67814045-FL-95 14012 - SunTrust - WLO - All

SunTrust Bank

File with: Orange, FL

2159799 0050266863-34

**Exhibit "B"****LEGAL DESCRIPTION OF REAL PROPERTY**

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 ¼ 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 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; run thence N18°45'00"E for a distance of 352.50 feet; thence run N00°31'50"E for a distance of 270.79 feet to the Point of Beginning; thence continue N00°31'50" East 416.10 feet; thence run S90°00'00"E 240.32 feet to the P.C. of a 940.86 foot radius curve to the right; thence run Easterly along said curve whose chord bears S88°28'39"E 49.99 feet through a central angle of 03°02'42" an arc distance of 50.00 feet; thence run S00°00'00"W 134.65 feet to the P.C. of a 9.00 foot radius curve to the right; thence run Southeasterly along said curve whose chord bears S15°00'00"W 4.66 feet, through a central angle of 30°00'00" an arc distance of 4.71 feet; thence run S30°00'00"W, 56.71 feet to the P.C. of a 63.00 foot radius curve to the left; thence run Southerly along said curve whose chord bears S00°42'43"E 64.35 feet through a central angle of 61°25'27" an arc distance of 67.54 feet; thence run S58°34'33"W, 311.00 feet to the Point of Beginning.

THIS DOCUMENT WAS PREPARED BY  
AND AFTER RECORDING RETURN TO:  
WILLIAM N. BARNES, ESQ.

**AKERMAN LLP**

420 S. Orange Ave., Suite 1200

Orlando, FL 32801

**DOCUMENTARY STAMP TAX IN THE  
AMOUNT OF \$710.85 AND NON-RECURRING  
INTANGIBLE TAX IN THE AMOUNT OF  
\$406.18 ARE BEING PAID UPON THE FUTURE  
ADVANCE (AS HEREINAFTER DEFINED)  
UPON RECORDATION HEREOF.**

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

**THIS MORTGAGE MODIFICATION AGREEMENT AND NOTICE OF FUTURE ADVANCE** (the "Agreement"), is executed as of the 27<sup>th</sup> day of February, 2019, by and between **ETA PI HOUSE, INC.**, a Florida non-profit corporation, having a mailing address of 4418 Greek Court Orlando, Florida 32816-8002 (the "Mortgagor"), and **SUNTRUST BANK**, a Georgia corporation, having a mailing address of 211 Perimeter Center Parkway, Suite 500, Atlanta, GA 30346 (the "Mortgagee").

**WITNESSETH:**

**WHEREAS**, on or about October 8, 1991, the Mortgagor borrowed from the Mortgagee the principal amount of \$800,000.00 and, as evidence thereof, Mortgagor executed and delivered to the Mortgagee that certain Mortgage Note, dated October 8, 1991 in the face amount of \$800,000.00 (the "Original Note"); and

**WHEREAS**, the Original Note was renewed and replaced by that certain Renewal and Extension Mortgage Note, dated as of June 22, 1995, in the face amount of \$684,873.77 (the "First Renewal Note"), which First Renewal Note was renewed and replaced by that certain Renewal Mortgage Note, dated as of May 19, 1998, in the face amount of \$652,294.82 (the "Second Renewal Note"), which Second Renewal Note was renewed and replaced by that certain Third Renewal Mortgage Note, dated as of August 13, 2003, in the face amount of \$539,345.64 ("Third Renewal Note"), which Third Renewal Note was renewed and replaced by that certain Renewal Mortgage Note, dated as of February 2, 2004, in the face amount of \$529,488.45 ("Fourth Renewal Note", which Fourth Renewal Note was renewed and replaced by that certain Renewal Mortgage Note, dated as of January 28, 2009, in the face amount of \$455,686.42 (the "Fifth Renewal Note"), which Fifth Renewal Note was renewed and replaced by that certain Commercial Note, dated as of August 8, 2014, in the face amount of \$230,964.11 (the "Sixth Renewal Note", and together with the Original Note, the First Renewal Note the Second Renewal Note, the Third Renewal Note, the Fourth Renewal Note and the Fifth Renewal Note, the "Existing Note"); and

**WHEREAS**, to secure payment of the Existing Note, Mortgagor executed and delivered to Mortgagee, that certain Leasehold Mortgage and Security Agreement, dated October 8, 1991 and recorded on October 11, 1991 in Official Records Book 4335, Page 2699, and re-recorded on January 22, 1992 in Official Records Book 4366, Page 1690, as amended by that certain Note and Mortgage Modification and Extension Agreement, dated June 22, 1995, and recorded on June 27, 1995 in Official Records Book 4909, Page 4005, as amended by that certain Note and Mortgage Modification Agreement and Notice of Future

Advance, dated May 19, 1998, and recorded on May 26, 1998 in Official Records Book 5488, Page 3445, as amended by that certain Mortgage Modification and Document Reaffirmation Agreement, dated as of August 13, 2003, and recorded on August 26, 2003 in Official Records Book 7069, Page 906, and as further amended by that certain Mortgage Modification, Notice of Future Advance and Document Reaffirmation Agreement dated February 2, 2004, and recorded February 19, 2004 in Official Records Book 7313, Page 4383, of the Public Records of Orange County, Florida (as amended, the "Existing Mortgage"), encumbering certain real property (the "Real Property") situate, lying and being in Orange County, Florida and more particularly described and set forth in Exhibit "B" attached thereto, and certain other security documents (collectively, the "Existing Mortgage Documents"); and

WHEREAS, Mortgagor also executed and delivered to Mortgagee (i) an Assignment of Leases and Rentals recorded October 11, 1991 in Official Records Book 4335, Page 2714, and re-recorded January 22, 1992 in Official Records Book 4366, Page 1705 (the "Assignment"), and (ii) UCC Financing Statement recorded October 11, 1991 in Official Records Book 4335, Page 2721, and re-recorded January 22, 1992 in Official Records Book 4366, Page 1711, as continued by UCC-3 Amendments recorded September 5, 1996 in Official Records Book 5116, Page 3695, recorded April 19, 2006 in Official Records Book 8595, Page 1179, recorded April 19, 2011 in Official Records Book 10200, Page 9085 and recorded July 19, 2016 in Official Record Instrument No. 20160370181, and (iii) UCC Financing Statement recorded February 17, 2009 in Official Records Book 4335, Page 2721, as continued by UCC-3 Amendments recorded August 20, 2013 in Official Records Book 10621, Page 8343, and December 20, 2018 in Official Record Instrument No. 20180737240, all of the Public Records of Orange County, Florida (collectively, the Financing Statement").

WHEREAS, the Mortgage secured payment of the Existing Note and certain other obligations more particularly described in the Mortgage; and

WHEREAS, Mortgagor has requested the Mortgagee to make an additional advance in the principal amount of Two Hundred Three Thousand Eighty Six and 89/100ths Dollars (\$203,086.89) (the "Future Advance") and to amend the terms of the Mortgage, and the parties have agreed to modify the terms thereof in the manner hereinafter appearing.

NOW, THEREFORE, in consideration of the covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the parties, the Mortgagor and Mortgagee agree as follows:

1. Recitals. The above recitals are true and correct, are incorporated herein by reference and are made a part hereof for all purposes.

2. Validity of Documents. The Mortgage, the Assignment and the Financing Statement (hereinafter referred to as the "Security Instruments"), the Existing Note and the other loan documents, as amended on even date, are valid, in full force, and of full legal effect and are enforceable in accordance with their terms. There are no defenses, counterclaims, offsets, demands or claims which the Mortgagor has in connection with either the loan or the loan documents which could be asserted to reduce or eliminate all or any part of Mortgagor's obligations under the loan documents or which could be asserted to mitigate or excuse Mortgagor's defaults in payment or performance of the obligations, or if any, such defenses or offsets are hereby waived by Mortgagor.

3. Current Balance. The unpaid principal balance of the Existing Note on the date hereof is One Hundred Forty One Thousand Nine Hundred Thirteen and 11/100ths Dollars (\$141,913.11).

4. Additional Advance. In order to evidence the Future Advance contemplated hereby, Mortgagor has executed and delivered to Mortgagee a Renewal and Future Advance Commercial Note ("Renewal Note") in the amount of Three Hundred Forty Five Thousand and 00/100 Dollars (\$345,000.00), of even date herewith (the "Consolidated Debt"). The Renewal Note shall be secured by the Mortgage to the same extent as if Renewal Note had been executed and delivered by Mortgagor to Mortgagee on the date of the Mortgage.

5. Modification of the Security Instruments. The Security Instruments are hereby modified and amended to secure and encumber the Consolidated Debt, and in the event of any default in payment of principal or interest under the Renewal Note or in the event of any other default as set forth in the loan documents, the Mortgagee shall have the same right to proceed against the property encumbered and secured by the Mortgage as if the Security Instruments had initially secured the Consolidated Debt.

6. Status and Priority of Security Instruments. All of the property encumbered by the Security Instruments on the date hereof shall continue in all respects to be subject to the lien, charge and encumbrance of the Security Instruments. Nothing contained herein or done hereby shall affect the lien, charge or encumbrance of the above-mentioned documents or the priority thereof, over other liens, charges, encumbrances or conveyances. Nothing contained herein shall invalidate, impair or release any covenants, conditions, agreements or stipulations contained therein and the documents shall continue in full force and effect.

7. Default. Any default (which is not cured within all notice and cure periods) under the terms and conditions of this Agreement or of any instrument set forth herein or contemplated hereby shall be and is a default under every other instrument set forth herein or contemplated hereby.

8. Other Provisions. Except as set forth in this Agreement, all other terms, conditions, and obligations set forth in the Renewal Note, the Security Instruments and the other loan documents shall remain in full force and effect and shall be fully complied with.

9. Severability. Whenever possible, each provision of this Agreement shall be interpreted in such a manner as to be effective and valid under applicable law, but if any provisions 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 provision or of the remaining provisions of this Agreement.

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

11. Governing Law. All questions with respect to the construction of this Agreement, and the rights and liabilities of the parties to this Agreement, shall be governed by the laws of the State of Florida.

12. Parties Bound. This Agreement shall inure to the benefit of, and shall be binding on, the assigns, successors in interest, personal representatives, estates, heirs, and legatees of each of the parties to this Agreement.

13. Modifications. This Agreement may only be modified in writing.

14. **WAIVER OF JURY TRIAL. ALL PARTIES TO THIS AGREEMENT, WHETHER MORTGAGOR OR MORTGAGEE, HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY, AFTER CAREFUL CONSIDERATION AND AN OPPORTUNITY TO SEEK LEGAL ADVICE, WAIVE THEIR RIGHTS TO HAVE A TRIAL BY JURY IN RESPECT TO**



ANY LITIGATION ARISING OUT OF OR IN ANY WAY CONNECTED WITH ANY OF THE PROVISIONS OF THE NOTE, THE MORTGAGE, THE SECURITY INSTRUMENTS OR ANY OTHER LOAN DOCUMENTS EXECUTED IN CONJUNCTION WITH THE LOAN SECURED BY THE MORTGAGE DATED DECEMBER 18, 2013, OR ANY MODIFICATIONS OR EXTENSIONS THEREOF.

IN WITNESS WHEREOF, the Mortgagor has caused this Agreement to be duly executed as of the date first set forth above.

Signed and sealed  
in the presence of:

"MORTGAGOR"

ETA PI HOUSE, INC.

Erin Johnson  
Name: Erin Johnson  
Erin K. Kelley  
Name: Erin K. Kelley

By: [Signature]  
Mark E. Jackson, President

STATE OF FLORIDA  
COUNTY OF Orange

The foregoing instrument was acknowledged before me this 28 day of February, 2019, by Mark E. Jackson, as President of ETA PI HOUSE, INC., a Florida not-for-profit corporation. He ☒ is personally known to me or ☐ has produced \_\_\_\_\_ as identification.

[Signature]  
Signature of Notary Public  
Print Name: \_\_\_\_\_  
Notary Public - State of Florida  
My Commission Expires: \_\_\_\_\_  
Commission No: \_\_\_\_\_

(NOTARY SEAL)



"MORTGAGEE"

SUNTRUST BANK

Eun Johnson  
Name: Eun Johnson  
Lauren Hampton  
Name: Lauren Hampton

By: [Signature]  
Lino Mancebo  
Vice President

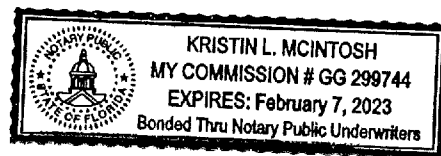
Address: 200 South Orange Avenue  
Orlando, Florida 32801

STATE OF FLORIDA  
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this 28 day of February, 2019, by Lino Mancebo, as Vice President of SUNTRUST BANK, a Georgia banking corporation, on behalf of the corporation. He ☐ is personally known to me or ☒ has produced DL - M 521-521-79-016-0 as identification and did take an oath.

[Signature]  
Signature of Notary Public  
Print Name: Kristin McIntosh  
Notary Public - State of \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_  
Commission No: \_\_\_\_\_

(NOTARY STAMP)



This instrument prepared by and after  
recording should be returned to:

Christina Brotto  
BrottoFreel LLC  
32 South Adams Street  
Hinsdale, Illinois 60521

DOC# 20170453420  
08/15/2017 03:44:50 PM Page 1 of 15  
Rec Fee: \$129.00  
Deed Doc Tax: \$0.00  
DOR Admin Fee: \$0.00  
Intangible Tax: \$300.00  
Mortgage Stamp: \$525.00  
Phil Diamond, Comptroller  
Orange County, FL  
SA - Ret To: DESTINATION TITTLE LLC



Parcel Numbers: 03-22-31-0000-00-005

Common Address: 4418 Greek Court  
Orlando, FL 32816

### LEASEHOLD MORTGAGE

This Leasehold Mortgage (this "**Mortgage**") is executed and delivered as of this \_\_\_ day of August 14, 2017, by ETA PI HOUSE, INC., a Florida not-for-profit corporation, whose mailing address is 1700 Demetree Drive, Winter Park, Florida 32789 ("**Borrower**"), and Constantine Capital, Inc., an Illinois corporation, whose mailing address is c/o SIGMA CHI INTERNATIONAL FRATERNITY, 1714 Hinman Avenue, Evanston, Illinois 60201 ("**Lender**").

### RECITALS:

A. That certain premises legally described on Exhibit A attached hereto and made a part hereof (the "**Premises**"), is subject to that certain: (i) Lease Agreement (the "**Master Lease**") by and between the State of Florida Board of Trustees of the Internal Improvement Fund ("**Master Landlord**"), and Florida Board of Regents ("**Landlord**"), recorded December 19, 1984, in Official Records Book 3625, Page 1373; and (ii) Memorandum of Sub-Lease by and between Landlord, acting for and on behalf of the University of Central Florida, as landlord, and Borrower, as tenant, recorded October 17, 1991, in Official Records Book 4336, Page 4162 and Re-recorded January 22, 1992, in Official Records Book 4366, Page 1688 (the "**Lease**"), for a term (the "**Term**") ending May 12, 2049, including Tenant's option to extend the Term for a period of twenty (20) years.

B. Borrower owes Lender the principal sum of One Hundred Fifty Thousand and 00/100 Dollars (U.S. \$150,000.00). This debt is evidenced by Borrower's note dated the same date as this Mortgage ("**Note**"), which provides for monthly payments, with the full debt, if not paid earlier, due and payable on August 1, 2022. This Mortgage secures: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and modifications of the Note; (b) the payment of all other sums, with interest, advanced under this Mortgage and the Note, including without limitation any sums advanced pursuant to Paragraph 7 of this Mortgage; and (c) the performance of Borrower's covenants and agreements under this Mortgage, the Note and the other documents evidencing, securing and guarantying the debt, in their original form and as amended (collectively the "**Loan Documents**").

NOW, THEREFORE, Borrower, to secure the payment of the loans and obligations contained in the Loan Documents, in accordance with its terms and the terms, provisions and limitations of this Mortgage, and all extensions, modifications, and renewals thereof, together with interest and charges as therein provided, and the performance of the covenants and agreements herein contained by Borrower to be performed, and to secure all other obligations, liabilities, indebtedness, fees, costs and expenses, now or hereafter owed or owing by Borrower to Lender, and also in consideration of other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, does by these presents, mortgages, grants, assigns warrants and transfers to Lender, its successors and assigns, the following:

(i) The leasehold estate created by the Lease, which leasehold estate includes, but is not limited to, all improvements and fixtures, now or hereafter erected thereon (the "**Leasehold Estate**");

(ii) The Lease and all rights and benefits of whatsoever nature derived or to be derived by Borrower under or by virtue of the Lease, to give consents, and to receive monies payable to Borrower, as tenant, thereunder;

(iii) All Subleases (as defined herein) and any other subleases of the Leasehold Estate, if any, or any part thereof now or hereafter entered into by Borrower, the subversions thereunder and all rights and benefits to be derived by Borrower therefrom;

(iv) All rents, income, issues and profits of the Leasehold Estate; and

(v) All right, title and interest of Borrower in and to all and singular tenements, hereditaments, easements, rights, privileges and appurtenances of the Leasehold Estate at any time belonging or in any way appertaining thereto, and all right, title and interest of Borrower in and to any streets, ways, alleys or strips of land adjoining the said lands or any part thereof.

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, it is agreed as follows:

1. **Recitals.** The Recitals are hereby incorporated by reference as if fully set forth herein.

2. **Payment of Principal and Interest; Prepayment and Late Charges.** Borrower shall promptly pay when due the principal of and interest on the debt evidenced by the Note and any prepayment and late charges due under the Note.

3. **Application of Payments.** Unless applicable law provides otherwise, all payments received by Lender under Paragraph 2 above shall be applied: first, to any interest due; second, to principal due; and last, to any late charges due under the Note.

4. **Charges; Liens.** Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the Premises which may attain priority over this Mortgage, and leasehold payments or ground rents, if any, and Borrower shall pay these obligations on time. Borrower shall promptly discharge any lien which has priority over this Mortgage, unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender; or (b) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Mortgage, in form and substance satisfactory to Lender. If Lender determines that any part of the Premises is subject to a lien which may attain priority over this Mortgage, Lender may give Borrower a notice identifying the lien. Borrower shall discharge the lien or take one or more of the actions set forth above within twenty (20) days of the receipt of notice.

5. **Hazard or Property Insurance.** Borrower shall keep the improvements now existing or hereafter erected on the Premises insured against loss by fire, hazards included within the term "extended coverage" and any other hazards, including floods or flooding, for which Lender reasonably requires insurance. This insurance shall be maintained in the amounts and for the periods that Lender reasonably requires. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's approval which shall not be unreasonably withheld, conditioned or delayed. If Borrower fails to maintain coverage described above, Lender may, at Lender's option, obtain coverage to protect Lender's rights in the Premises in accordance with Paragraph 7 below. All insurance policies and renewals shall be reasonably acceptable to Lender and shall include a standard mortgagee clause. Lender shall have the right to hold the policies and renewals. If Lender reasonably requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower. Unless Lender otherwise agrees in writing, insurance proceeds shall be applied to restoration or repair of the Premises damaged, if the restoration or repair is economically feasible and Lender's security is not lessened. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Mortgage, whether or not then due, with any excess paid to Borrower. If Borrower abandons the Premises, or does not answer within twenty (20) days a notice from Lender that the

insurance carrier has offered to settle a claim, then Lender may collect the insurance proceeds. Lender may use the proceeds to repair or restore the Premises or to pay sums secured by this Mortgage, whether or not then due. The aforementioned 20-day period will begin when the notice is sent. Unless Lender otherwise agrees in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in Paragraphs 2 and 3 or change the amount of the payments. If under Paragraph 23 of this Mortgage, the Premises is acquired by Lender, Borrower's right to any insurance policies and proceeds resulting from damage to the Premises prior to the acquisition shall pass to Lender only to the extent of the sums secured by this Mortgage immediately prior to the acquisition.

**6. Occupancy, Preservation, Maintenance and Protection of the Premises; Borrower's Loan Application.** Borrower shall not destroy, damage or impair the Premises, allow the Premises to deteriorate, or commit waste on the Premises. Unless required by applicable law or unless Lender has otherwise agreed in writing, Borrower shall not allow material changes in the use for which all or any part of the Premises was intended at the time this Mortgage was executed. Borrower shall not initiate or acquiesce in a change in the zoning classification of the Premises without Lender's prior written consent (not to be unreasonably withheld, conditioned or delayed). It shall be an Event of Default (as defined herein) if any forfeiture action or proceeding, whether civil or criminal, is begun that, in Lender's judgment, could result in forfeiture of the Premises or otherwise materially impair the lien created by this Mortgage or Lender's security interest. Borrower may cure such Event of Default and reinstate, as provided in Paragraph 18 below, by causing the action or proceeding to be dismissed with a ruling that, in Lender's reasonable determination, precludes forfeiture of the Borrower's interest in the Premises or other material impairment of the lien created by this Mortgage or Lender's security interest. It shall also be an Event of Default if Borrower, during the loan application process, gave materially false or inaccurate information or statements to Lender (or failed to provide Lender with any material information) in connection with the loan evidenced by the Note.

**7. Protection of Lender's Rights in the Premises.** If Borrower fails to perform the covenants and agreements contained in this Mortgage, or there is a legal proceeding that may materially affect Lender's rights in the Premises and/or the Leasehold Estate, as determined by Lender, in Lender's reasonable judgment (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture or to enforce laws or regulations), then Lender may do and pay for whatever is necessary to protect the value of the Premises and/or the Leasehold Estate and Lender's rights in the Premises and/or the Leasehold Estate. Lender's actions may include paying any sums secured by a lien which has priority over this Mortgage, appearing in court, paying reasonable attorneys' fees and entering on the Premises to make repairs. Although Lender may take action under this Paragraph 7, Lender does not have to do so. Any amounts disbursed by Lender under this Paragraph 7 shall become additional debt of Borrower secured by this Mortgage. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the date of disbursement at the interest rate under the Note and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.

**8. Mortgage Insurance.** If Lender required mortgage insurance as a condition of making the loan secured by this Mortgage, Borrower shall pay the premiums required to maintain the mortgage insurance in effect. If, for any reason, the mortgage insurance coverage required by Lender lapses or ceases to be in effect, Borrower shall pay the premiums required to obtain coverage substantially equivalent to the mortgage insurance previously in effect, at a cost substantially equivalent to the cost to Borrower of the mortgage insurance previously in effect, from an alternate mortgage insurer approved by Lender. If substantially equivalent mortgage insurance coverage is not available, Borrower shall pay to Lender each month a sum equal to one-twelfth (1/12) of the yearly mortgage insurance premium being paid by Borrower when the insurance coverage lapsed or ceased to be in effect. Lender will accept, use and retain these payments as a loss reserve in lieu of mortgage insurance. Loss reserve payments may no longer be required, at the option of Lender, if mortgage insurance coverage (in the amount and for the period that Lender requires) provided by an insurer approved by Lender again becomes available and is obtained. Borrower shall pay the premiums required to maintain mortgage insurance in effect, or to provide a loss reserve, until the requirement for mortgage insurance ends in accordance with any written agreement between Borrower and Lender or applicable law.

**9. Inspection.** Lender or its agent may make reasonable entries upon and inspections of the Premises (not to exceed twice annually, other than in the case of an Event of Default. Lender shall give Borrower reasonable prior notice of an inspection specifying reasonable cause for the inspection.

**10. Condemnation.** The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of any part of the Premises and/or the Leasehold Estate, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender. If the Premises is abandoned by Borrower, or if, after notice by Lender to Borrower that the condemnor offers to make an award or settle a claim for damages, Borrower fails to respond to Lender within twenty (20) days after the date the notice is given, Lender is authorized to collect and apply the proceeds, at its option, either to restoration or repair of the Premises or to the sums secured by this Mortgage, whether or not then due. Unless Lender otherwise agrees in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in Paragraphs 2 and 3 above or change the amount of such payments.

**11. Borrower Not Released; Forbearance By Lender Not a Waiver.** Extension of the time for payment or modification of amortization of the sums secured by this Mortgage granted by Lender to any successor in interest of Borrower shall not operate to release the liability of the original Borrower or Borrower's successors in interest. Lender shall not be required to commence proceedings against any successor in interest or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Mortgage by reason of any demand made by the original Borrower or Borrower's successors in interest. Any

forbearance by Lender in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.

**12. Successors and Assigns Bound; Joint and Several Liability; Co-signers.** The covenants and agreements of this Mortgage shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of Paragraph 17 below. Borrower's covenants and agreements shall be joint and several.

**13. Loan Charges.** If the loan secured by this Mortgage is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded permitted limits shall be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge under the Note.

**14. Notices.** Any notice to Borrower provided for in this Mortgage shall be given by sending it or by mailing it by first class mail unless applicable law requires use of another method. The notice shall be directed to the address of the Premises or any other address Borrower designates by notice to Lender. Any notice to Lender shall be given by first class mail to Lender at: c/o SIGMA CHI INTERNATIONAL FRATERNITY, 1714 Hinman Avenue, Evanston, Illinois 60201, or any other address Lender designates by notice to Borrower. Any notice provided for in this Mortgage shall be deemed to have been given to Borrower or Lender when given as provided in this paragraph.

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

**16. Borrower's Copy.** Borrower shall be given one conformed copy of the Note and of this Mortgage.

**17. Transfer of the Premises or a Beneficial Interest in Borrower.** If all or any part of the Leasehold Estate, Borrower's interest in the Premises or any interest in either is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Lender's prior written consent (not to be unreasonably withheld, conditioned or delayed), Lender may, at its option, require immediate payment in full of all sums secured by this Mortgage; provided, however, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Mortgage. If Lender exercises this



option, Lender shall give Borrower prompt notice of acceleration. The notice shall provide a period of not less than twenty (20) days from the date the notice is received within which Borrower must pay all sums secured by this Mortgage. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Mortgage without further notice or demand on Borrower.

**18. Borrower's Right to Reinstate.** If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Mortgage discontinued at any time prior to the earlier of: (a) five (5) days (or such other period as applicable law may specify for reinstatement) before sale of the Premises pursuant to any power of sale contained in this Mortgage; or (b) entry of a judgment enforcing this Mortgage. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Mortgage and the Note as if no acceleration had occurred; (b) cures any Event of Default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Mortgage, including, but not limited to, reasonable attorneys' fees; and (d) takes such action as Lender may reasonably require to assure that the lien of this Mortgage, Lender's rights in the Premises and the Leasehold Estate and Borrower's obligation to pay the sums secured by this Mortgage shall continue unchanged. Upon reinstatement by Borrower, this Mortgage and the obligations secured hereby shall remain fully effective as if no acceleration had occurred; provided, however, this right to reinstate shall not apply in the case of acceleration under Paragraph 17 above.

**19. Sale of Note; Change of Loan Servicer.** The Note or a partial interest in the Note (together with this Mortgage) may be sold one or more times without prior notice to Borrower. A sale may result in a change in the entity (known as the "**Loan Servicer**") that collects monthly payments due under the Note and this Mortgage. There also may be one or more changes of the Loan Servicer unrelated to a sale of the Note. If there is a change of the Loan Servicer, Borrower will be given prior written notice of the change in accordance with Paragraph 14 above and applicable law. The notice will state the name and address of the new Loan Servicer and the address to which payments should be made. The notice will also contain any other information required by applicable law.

**20. Hazardous Substances.** Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances (as defined herein) on or in the Premises. Borrower shall not do, nor allow anyone else to do, anything affecting the Premises that is in violation of any Environmental Law (as defined herein). The preceding two sentences shall not apply to the presence, use, or storage on the Premises of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Premises. Borrower shall promptly give Lender written notice of any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Premises and any Hazardous Substances or Environmental Law of which Borrower has actual knowledge. If Borrower learns, or is notified by any governmental or regulatory authority, that any removal or other remediation of any Hazardous Substance affecting the Premises is necessary Borrower shall promptly take all necessary remedial actions

in accordance with Environmental Law. As used in this Paragraph 20, "**Hazardous Substances**" are those substances defined as toxic or hazardous substances by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials. As used in this Paragraph 20, "**Environmental Law**" means federal laws and laws of the jurisdiction where the Premises is located that relate to health, safety or environmental protection.

**21. Subleases of the Premises.** Borrower shall comply with and observe Borrower's obligations as landlord under all subleases of the Premises or any part thereof ("**Sublease**" or "**Subleases**").

(a) Borrower covenants and agrees not to enter into any new Sublease, or to enter into any modification of any existing Sublease, for all or any part of the Premises, without the specific, prior written consent of Lender (not to be unreasonably withheld, conditioned or delayed), unless the following conditions are met: (i) the proposed Sublease is substantially consistent with a form of lease approved in advance by Lender, and (ii) all of the conditions set forth in this Paragraph 21 have been met.

(b) All Subleases entered into from and after the date of this Mortgage must satisfy all of the following terms and conditions unless otherwise agreed in advance by Lender:

(i) The Sublease must be an arm's length transaction to an independent third party not affiliated with or related to Borrower or any of its partners, and the Sublease may not contain any option, right of first refusal, or any other right to purchase any portion of the fee interest in and to the Premises.

(ii) The Sublease must contain provisions (A) obligating the tenant under the Sublease to attorn to any purchaser of the Premises at a foreclosure sale or by deed or other proceeding in lieu of foreclosure; (B) providing that neither Lender nor any purchaser at a foreclosure sale or by deed or any proceeding in lieu of foreclosure shall be responsible for any act, omission, or default by any prior landlord (including Borrower), the return of any security deposit, or the payment of any tenant allowance or other concession, be bound by any rent paid more than one (1) month in advance, or be subject to any offset, defense, or counterclaim against any prior landlord (including Borrower) and (C) providing that the Sublease is subject and subordinate to the Mortgage.

(iii) The Sublease must require the tenant to be in compliance with the provisions of this Mortgage concerning Hazardous Substances.

(iv) The Sublease must require the tenant to be in compliance with the provisions of the Lease.

(v) The Sublease must require that, if Lender so directs, the tenant shall make all rental payments required under the Sublease to the Lender pursuant to instructions given by Lender.

**22. Covenants Regarding the Lease.** Borrower further covenants with the Lender that:

(a) The Lease is, and will remain, in full force and effect and unmodified other than those modifications described in Paragraph 22(f) below.

(b) All rents (including additional rents and other charges) reserved in the Lease have been paid to the extent they were payable prior to the date hereof.

(c) The quiet and peaceful possession of Borrower shall be maintained and Borrower further agrees to defend the Leasehold Estate created under the Lease for the entire remainder of the Term (as may be extended), against each and every person or persons lawfully claiming, or who may claim the same or any part thereof, subject only to the payment of the rents in the Lease reserved and to the performance and observance of all of the terms, covenants, conditions and warranties thereof.

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

(e) Borrower will at all times fully perform and comply with all agreements, covenants, terms and conditions imposed upon or assumed by it as tenant under the Lease, and will cure within the appropriate cure period any default under the Lease upon receipt of notice thereof from the Landlord. If Borrower shall fail so to do Lender may (but shall not be obligated to) take any action Lender deems necessary or desirable to prevent or to cure any default by Borrower in the performance of or compliance with any of Borrower's covenants or obligations under the Lease. In the event of a default by Borrower under the aforesaid Lease, Lender may take any action to cure such default even though the existence of such default or the nature thereof be questioned or denied by Borrower or by any party on behalf of Borrower. After receipt of notice of default from Landlord, and failure of Borrower to cure and default within the time provided, if any, Borrower hereby expressly grants to Lender, and agrees that Lender shall have, the absolute and immediate right to enter in and upon the Premises or any part thereof to such extent as often as Lender, in its sole discretion, deems necessary or desirable in order to prevent or to cure any such default by Borrower. Lender may pay and expend such sums of money as Lender in its sole discretion deems necessary for any such purpose, and Borrower hereby agrees to pay to Lender, immediately and upon demand, all such sums so paid and expended by Lender, together with interest thereon from the date of each such payment at the interest rate set forth in the Note plus four percent (4%) (the "**Default Rate**"). All sums so paid and expended by Lender, and the interest thereon, shall be added to and be secured by the lien of

this Mortgage. Inaction by Lender shall never be considered as a waiver of any right accruing to it on account of any default on the part of Borrower.

(f) It will not modify, extend or in any way alter the terms of the Lease or cancel or surrender the Lease, or waive, execute, condone or in any way release or discharge the Landlord thereunder of or from the obligation, covenants, conditions and agreements by said Landlord to be done and performed and Borrower does by these presents expressly release, relinquish and surrender unto Lender all its right, power and authority to cancel, surrender, amend, modify or alter in any way the terms and provisions of the Lease and any attempt on the part of Borrower to exercise any such right without the written authority and consent of the Lender thereto being first had and obtained which shall not be unreasonably withheld or delayed, shall constitute an Event of Default under the terms hereof and the entire indebtedness secured hereby shall, at the option of Lender, become due and payable forthwith and without notice. Notwithstanding anything stated above, Borrower may negotiate modifications or alterations to the Lease provided that such modifications or alterations do not adversely affect the value of the Lease to Borrower and Lender, and further provided that Lender receives written notice of any such modifications or alterations.

### **23. Events of Default and Remedies.**

(a) If any of the following (each, an “**Event of Default**”): (i) Borrower defaults in the payment of any sum secured hereby, or in any of the other covenants or agreements herein contained to be performed by Borrower after the expiration of any applicable cure periods; (ii) if there be a default in the terms and/or conditions of any other agreement between Borrower and Lender, whether relating to the sum hereby secured or otherwise, including without limitation, any of the Loan Documents; (iii) if any proceedings be instituted or process issued (A) to enforce any other lien, charge, or encumbrance against the Premises unless adequately secured or bonded over by Borrower, (B) against Borrower or any guarantor under any bankruptcy or insolvency laws, or (C) to place the Premises or any part thereof in the custody or control of any court through its receiver or other officer; (iv) in the event Borrower shall create or permit to exist any mortgage, lien or other encumbrance on the Premises other than the encumbrance represented by this Mortgage; (v) in the event Borrower shall convey the leasehold interest to any person or persons other than Borrower; (vi) if Borrower or any guarantor makes any assignment for the benefit of creditors, or is at any time insolvent; (vii) if by or with the consent or at the request of Borrower or any guarantor, proceedings to extend the time of payment of any sums secured hereby or to change the terms of this Mortgage be instituted; (viii) a default under the Lease is not cured within the time provided therein, (ix) Borrower has failed to furnish to Lender any and all information which it has requested concerning the performance by Borrower of the covenants of the Lease, (x) Borrower has failed to permit forthwith Lender or its representative at all reasonable times to make investigation or examination concerning the performance by Borrower of the covenants of the Lease, or (xi) there is any other Event of Default as specifically set forth in this Mortgage, then Lender shall have the rights set forth in Paragraph 23(b) below.

(b) In there is an Event of Default, (i) all sums secured hereby shall, at the option of Lender, become immediately due and payable without notice, with interest thereon; and (ii) Lender may immediately foreclose this Mortgage. The Court in which any proceeding is pending for that purpose may, at once or at any time thereafter, either before or after sale, and without regard to the solvency or insolvency of any person liable for payment of the indebtedness secured hereby, and without regard to the then value of the Premises, appoint a receiver (the provisions for the appointment of a receiver and assignment of rents being an express condition upon which the loan hereby secured is made), for the benefit of Lender, with power to collect the rents, issues and profits of the Premises, due and to become due during such foreclosure suit and the full statutory period of redemption notwithstanding any redemption. The receiver, out of such rents, issues and profits when collected, may pay costs incurred in the management and operation of the Premises, prior and subordinate liens, if any, and taxes, assessments, water and other utilities and insurance, then due or thereafter accruing, and may make and pay for any necessary repairs to the Premises, and may pay all or any part of the indebtedness secured hereby or any deficiency decree, and Borrower hereby grants to Lender the right, acting through itself, its agents or attorneys, either with or without process of law, forcibly or otherwise, to enter upon and take possession of the Premises and property, expel and remove any persons, goods or chattels, occupying or upon the same, and to collect or receive all the rents, issues and profits thereof, and to manage and control the same, and to lease the same or any part thereof from time to time, and after deducting all reasonable attorneys' fees, and all expenses incurred in the protection, care, maintenance, management and operation of the Premises, apply the remaining net income upon the indebtedness secured hereby, or upon any deficiency decree entered by virtue of any sale held pursuant to a decree of foreclosure.

(c) Borrower further covenants and agrees that it will promptly deposit with Lender an original executed copy of the Lease and any and all documentary evidence received by it showing compliance by Borrower with the provisions of the Lease and will also deposit with Lender an exact copy of any notice, communication, plan, specification or other instrument or document received or given by it in any way relating to or affecting the Lease of the Premises which may concern or affect the Leasehold Estate or Borrower as tenant in or under the Lease or in the real estate thereby demised.

(d) In any foreclosure of this Mortgage there shall be allowed and included in the decree for sale, to be paid out of the rents or proceeds of such sale:

(i) All sums secured hereby and remaining unpaid;

(ii) All sums advanced or paid by Lender pursuant to this Mortgage with interest; and

(iii) All court costs, attorneys' fees, appraisers' fees, expenditures for documentary and expert evidence, stenographers' charges, publication costs and costs (which

may be estimated as to items to be expended after entry of the decree) of procuring all abstracts of title, title searches and examinations, title guarantee policies, Torrens certificates and similar data with respect to title, as Lender may deem necessary in connection with (A) any proceeding, including probate and bankruptcy proceedings, to which Lender shall be a party, either as plaintiff, claimant, or defendant, by reason of this Mortgage or any indebtedness hereby secured; and (B) preparations for the commencement of any suit for the foreclosure hereof after accrual of such right to foreclose whether or not actually commenced. All expenditures and expenses of this type mentioned in this subparagraph (iii) shall become so much additional indebtedness secured hereby and immediately due and payable, with interest thereon at the Default Rate. The proceeds of any foreclosure sale shall be distributed and applied to the items described in subparagraphs (i), (ii), and (iii) in order of priority inversely to the manner in which said subparagraphs are above listed and any surplus of the proceeds of such sale shall be paid to Borrower.

**24. Release.** Upon payment of all sums secured by this Mortgage, Lender, at Borrower's sole cost and expense, shall release this Mortgage.

**24. Waiver of Valuation and Appraisal.** Borrower waives all right of valuation and appraisal.

***[Remainder of Page Intentionally Blank]***

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Mortgage and in any rider(s) executed by Borrower and recorded with it.

Witnesses:

Erin Johnson

Borrower:

ETA PI HOUSE, INC., a Florida not-for-profit corporation

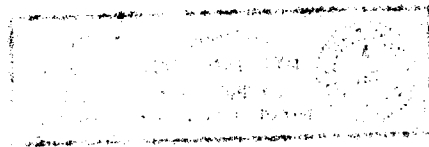
By: 

Name:

Mark E. Jackson

Its:

President, Eta Pi House Inc.

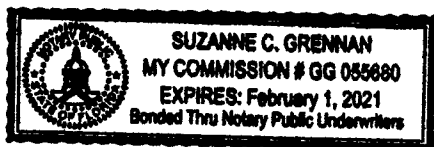


STATE OF Florida )  
 ) ss:  
 COUNTY OF Orange )

The foregoing instrument was acknowledged before me in Orange County,  
                    , on August 11, 2017, by Mark Jackson, the President of ETA PI  
 HOUSE, INC., a Florida non-profit corporation, on its behalf.

Suzanne C. Grennan  
 (Signature of Notary Public)

Suzanne C. Grennan  
 (Typed or printed name of Notary Public)



Notary Public, State of \_\_\_\_\_,  
 County of \_\_\_\_\_  
 Acting in the County of \_\_\_\_\_  
 My commission expires: \_\_\_\_\_



## EXHIBIT "A"

Legal Description

Form 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 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; run thence N 18°45'00" E for a distance of 352.50 feet; thence run N 00°31'50" E for a distance of 270.79 feet to the Point of Beginning; thence continue N 00°31'50" East 416.10 feet; thence run S 90°00'00" E 240.32 feet to the P.C. of a 940.86 foot radius curve to the right; thence run Easterly along said curve whose chord bears S 88°28'39" E 49.99 feet through a central angle of 03°02'42" an arc distance of 50.00 feet; thence run S 00°00'00" W 134.65 feet to the P.C. of a 9.00 foot radius curve to the right; thence run Southeasterly along said curve whose chord bears S 15°00'00" W 4.66 feet, through a central angle of 30°00'00" an arc distance of 4.71 feet; thence run S 30°00'00" W, 56.71 feet to the P.C. of a 63.00 foot radius curve to the left; thence run Southerly along said curve whose chord bears S 00°42'43" E 64.35 feet through a central angle of 61°25'27" an arc distance of 67.54 feet; thence run S 58°34'33" W, 311.00 feet to the Point of Beginning.

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08/15/2017 03:44:50 PM Page 1 of 13  
Rec Fee: \$112.00  
Deed Doc Tax: \$0.00  
DOR Admin Fee: \$0.00  
Intangible Tax: \$0.00  
Mortgage Stamp: \$0.00  
Phil Diamond, Comptroller  
Orange County, FL  
SA - Ret To: DESTINATION TITLE LLC



This instrument prepared by and after  
recording should be returned to:

Christina Brotto  
BrottoFreel LLC  
32 South Adams Street  
Hinsdale, Illinois 60521

Parcel Numbers: 03-22-31-0000-00-005

Common Address: 4418 Greek Court  
Orlando, FL 32816

### ASSIGNMENT OF RENTS

This Assignment of Rents (as amended from time to time, this “**Assignment**”) is made, and is executed as of August 14, 2017, by **ETA PI HOUSE, INC.**, a Florida not-for-profit corporation (“**Assignor**”), whose address for all purposes hereunder is c/o 1700 Demetree Drive, Winter Park, Florida 32789 1700 Demetree Drive, Winter Park, Florida 32789, for the benefit of **CONSTANTINE CAPITAL, INC.**, an Illinois corporation, whose address for all purposes hereunder is c/o SIGMA CHI INTERNATIONAL FRATERNITY, 1714 Hinman Avenue, Evanston, Illinois 60201, (together with all of its successors and assigns, the “**Assignee**”).

WITNESSETH:

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the parties hereto, and for the purpose of securing the payment of all Indebtedness, Assignor agrees as follows:

## ARTICLE 1

### DEFINITIONS

Section 1.1. Definitions. As used herein, the following terms shall have the meanings set forth:

**“Indebtedness”**: The sum of all principal, interest and other amounts due from the Assignor under, or secured by, the Loan Documents.

**“Leases”**: Subject to the rights of Assignor hereunder, the Subleases (as such term is defined in the Leasehold Mortgage), all leasehold estates, leases, subleases, sub-subleases, licenses, concessions, occupancy agreements or other agreements (written or oral, now or at any time in effect and every modification, amendment or other agreement relating thereto, including every guarantee of the performance and observance of the covenants, conditions and agreements to be performed and observed by the other party thereto), which grant a possessory interest in, or the right to use or occupy, all or any part of the Property.

**“Loan Documents”**: The (1) that certain Promissory Note of even date herewith executed by the Assignor in the aggregate principal amount of \$150,000.00 (as the same may be amended, supplemented, modified, replaced and/or divided into multiple Notes and in effect from time to time, the **“Note”**), (2) that certain Leasehold Mortgage of even date herewith to secure debt executed by the Assignor which encumbers the Property (the **“Leasehold Mortgage”**), (3) this Assignment, (4) all other documents now or hereafter executed by the Assignor, or any other person or entity to evidence or secure the payment of the Indebtedness, including, but not limited to, those certain Guaranties (the **“Guaranties”**) referenced in the Note, and (5) all modifications, restatements, extensions, renewals and replacements of the foregoing.

**“Obligations”**: All of the agreements, covenants, conditions, warranties, representations and other obligations (other than to repay the Indebtedness) made or undertaken by the Borrowers under the Loan Documents.

**“Property”**: The real property described in Exhibit A hereto, together with all buildings and other improvements thereon.

**“Rents”**: All right, title and interest of Assignor in and to all of the rents, revenues, income, proceeds, issues, profits (including all oil or gas or other mineral royalties and bonuses), security and other types of deposits, and other benefits paid or payable and to become due or payable by parties to the Leases other than Assignor for using, leasing, licensing, possessing, occupying, operating from, residing in, selling or otherwise enjoying any portion or portions of the Property.

**“Security Instrument”**: The Leasehold Mortgage dated as of the date hereof, by and among Assignee and Assignor relating to the Property, as the same may be amended, supplemented, extended or otherwise modified from time to time.

Capitalized terms used herein but not otherwise defined shall have the respective meanings ascribed to such terms in the Note.

## ARTICLE 2

### ASSIGNMENT OF RENTS AND LEASES

Section 2.1. Assignment. Assignor does hereby presently, absolutely and unconditionally assign to the Assignee, Assignor’s right, title and interest in all current and future Leases and the absolute, unconditional and continuing right to receive and collect all Rents, it being intended by Assignor that this assignment constitutes a present, outright, immediate, continuing and absolute assignment and not an assignment for additional security only. Such assignment to the Assignee shall not be construed to bind the Assignee to the performance of any of the covenants, conditions or provisions contained in any such Lease or otherwise impose any obligation upon the Assignee. The Assignee shall have no responsibility on account of this assignment for the control, care, maintenance, management or repair of the Property, for any dangerous or defective condition of the Property, or for any negligence in the management, upkeep, repair or control of the Property. Assignor agrees to execute and deliver to the Assignee such reasonably necessary additional instruments, in form and substance reasonably satisfactory to the Assignee and Assignor, as may hereafter be requested by the Assignee to further evidence and confirm such assignment.

Section 2.2. License. Notwithstanding that Assignor hereby presently grants to the Assignee an outright, immediate, continuing and absolute assignment of the Rents and Leases and not merely the collateral assignment of, or the grant of a lien or security interest in, the Rents and Leases, the Assignee hereby grants to Assignor and its successors and not to any lessee or any other person, a revocable license (a) to collect and receive the Rents, (b) to retain, use and enjoy the same and otherwise exercise all rights and privileges as landlord under any Lease (including, without limitation, the right to amend or otherwise modify, or terminate, any such Lease and to perform all obligations of the landlord and enforce all obligations of the tenants thereunder), and (c) to enter into new Leases relating to the Property, in the case of each of the foregoing clauses (a) through (c), subject to the terms, conditions and limitations set forth herein. Upon the occurrence and during the continuance of any Event of Default, the license granted herein to Assignor shall immediately and automatically cease and terminate and shall be void and of no further force or effect, at which time Assignor at the written request of the Assignee shall notify in writing all tenants and subtenants under any of the Leases that all Rent due thereunder should be paid to the Assignee at its address set forth herein, or at such other place as the Assignee shall notify Assignor in writing. Notwithstanding said license, Assignor agrees that the Assignee, and not Assignor, shall be deemed to be the creditor of each tenant or subtenant under any Lease in respect to assignments for the benefit of creditors and bankruptcy, reorganization, insolvency, dissolution or receivership proceedings affecting such tenant or subtenant (without obligation on the part of the Assignee, however, to file or make timely filings of claims in such proceedings or otherwise to pursue creditors’ rights therein), with an option in

favor of the Assignee to apply any money received by Assignor as such creditor in reduction of any amounts due under the Loan Documents. Upon the occurrence and during the continuance of an Event of Default, any portion of the Rents held by Assignor shall be held in trust for the benefit of the Assignee for use in the payment of the Indebtedness. Upon the occurrence and during the continuance of an Event of Default, the license granted to Assignor herein shall cease and terminate and shall be void and of no further force or effect, and the Assignee shall immediately be entitled to possession of all Rents, whether or not the Assignee enters upon or takes control of the Property, provided that if such Event of Default ceases to exist, the license shall automatically be reinstated.

Section 2.3. Certain Rights of the Assignee. Subject to the revocable license granted above, during the continuance of an Event of Default, the Assignee shall have the right, power and authority, either in person or by agent, without bringing any action or proceeding, or by a receiver appointed by a court, without the necessity of taking possession of the Property in its own name, and without the need for any other authorization or action by Assignor or the Assignee, in addition to and without limiting any of the Assignee's rights and remedies hereunder, and any other Loan Documents and as otherwise available at law or in equity, (a) to notify any lessee or other person that the Leases have been assigned to the Assignee and that all Rents are to be paid directly to the Assignee, whether or not the Assignee has commenced or completed foreclosure or taken possession of the Property; (b) to reasonably settle, compromise, release, extend the time of payment of, and make allowances, adjustments and discounts of any Rents or other obligations in, to and under the Leases; (c) to demand, sue for or otherwise collect, receive, and enforce payment of Rents, including those past-due and unpaid and other rights under the Leases, prosecute any action or proceeding, and defend against any claim with respect to the Rents and Leases; (d) subject to the rights of tenants under the Leases, to enter upon, take possession of and operate the Property whether or not foreclosure under this Assignment has been instituted and without applying for a receiver; (e) to lease all or any part of the Property; and/or (f) to perform any and all obligations of Assignor under the Leases and exercise any and all rights of Assignor therein contained to the full extent of Assignor's rights and obligations thereunder.

Section 2.4. Irrevocable Instructions to Tenants. At the Assignee's request, Assignor shall deliver a copy of this Assignment to each tenant under a Lease and to each manager and managing agent or operator of the Property, and the Assignee shall have the continuing right to do so. Assignor irrevocably directs any tenant, manager, managing agent, or operator of the Property, without any requirement for notice to or consent by Assignor, to comply with all demands of the Assignee under this Article 2 and to turn over to the Assignee on demand all Rents which it receives. Assignor hereby acknowledges and agrees that payment of any Rents by a person to the Assignee as hereinabove provided shall constitute payment by such person, as fully and with the same effect as if such Rents had been paid to Assignor. The Assignee is hereby granted and assigned by Assignor the right, at its option, upon revocation of the license granted herein, upon an Event of Default that is continuing, to enter upon the Property in person or by agent, without bringing any action or proceeding, or by court-appointed receiver to collect the Rents. Neither the enforcement of any of the remedies under this Article 2 nor any other remedies or security interests afforded to the Assignee under the Loan Documents, at law or in equity shall cause the Assignee to be deemed or construed to be a mortgagee in possession of the Property, to obligate the Assignee to lease the Property or attempt to do so, or to take any

action, incur any expense, or perform or discharge any obligation, duty or liability whatsoever under any of the Leases or otherwise. Assignor shall, and hereby agrees to indemnify the Assignee for, and to hold the Assignee harmless from and against, any and all claims, liability, expenses, losses or damages which may or might be asserted against or incurred by the Assignee solely by reason of the Assignee's status as an assignee pursuant to the assignment of Rents and Leases contained herein, but excluding any claim to the extent caused by the Assignee's gross negligence or willful misconduct or related to conditions first arising after foreclosure or acceptance of a deed in lieu of foreclosure or possession of the Property by Assignee. Should the Assignee incur any such claim, liability, expense, loss or damage solely by reason of the Assignee's status as an assignee pursuant to this Assignment, the amount thereof, including all actual expenses and reasonable fees of attorneys, shall constitute Indebtedness secured hereby, and Assignor shall reimburse the Assignee therefor ten (10) days after written demand.

Section 2.5. Unilateral Subordination. Assignee may, at any time and from time to time by specific written instrument intended for the purpose, unilaterally subordinate the lien of this Assignment to any Lease, without joinder or consent of, or notice to, Assignor, any tenant or any other person, and notice is hereby given to each tenant under a Lease of such right to subordinate. No such subordination shall constitute a subordination to any lien or other encumbrance, whenever arising, or improve the right of any junior lienholder; and nothing herein shall be construed as subordinating this Assignment to any Lease.

### ARTICLE 3

#### MISCELLANEOUS

Section 3.1. Notices. Any notice required or permitted to be given under this Assignment shall be given in the manner described in the Note.

Section 3.2. Covenant Running with the Land. All representations, warranties, covenants and Obligations contained in the Note are incorporated herein by this reference and, to the extent relating to the Property, are intended by the parties to be, and shall be construed as, covenants running with the Property. As used herein, "Assignor" shall refer to the party named in the first paragraph of this Assignment and to any subsequent owner of all or any portion of the Property (without in any way implying that the Assignee has or will consent to any such conveyance or transfer of the Property). All persons or entities who may have or acquire an interest in the Property shall be deemed to have notice of, and be bound by, the terms of the Loan Documents; however, no such party shall be entitled to any rights thereunder without the prior written consent of the Assignee.

Section 3.3. Successors and Assigns. This Assignment shall be binding upon and inure to the benefit of the Assignee and Assignor and their respective successors and assigns.

Section 3.4. No Waiver. Any failure by the Assignee to insist upon strict performance of any of the terms, provisions or conditions of the Loan Documents shall not be deemed to be a waiver of same, and the Assignee shall have the right at any time to insist upon strict performance of all of such terms, provisions and conditions.

Section 3.5. Subrogation. To the extent proceeds of the Notes have been used to extinguish, extend or renew any indebtedness against the Property, then the Assignee shall be subrogated to all of the rights, security titles, liens and interests existing against the Property and held by the holder of such indebtedness and shall have the benefit of the priority of all of the same, and such former rights, security titles, liens and interests, if any, are not waived, but are continued in full force and effect in favor of the Assignee.

Section 3.6. Release. Upon payment in full of the Indebtedness and performance in full of all outstanding Obligations, the Assignee, at Assignor's expense, shall release the liens, security title and security interests created by this Assignment.

Section 3.7. Waiver of Stay, Moratorium and Similar Rights. Assignor agrees, to the full extent that it may lawfully do so, that it will not at any time insist upon or plead or in any way take advantage of any appraisal, valuation, stay, marshaling of assets, exemption, extension, redemption or moratorium law now or hereafter in force and effect so as to prevent or hinder the enforcement of the provisions of this Assignment or the indebtedness secured hereby, or any agreement between Assignor and the Assignee or any rights or remedies of the Assignee.

Section 3.8. Waiver of Jury Trial; Consent to Jurisdiction. (a) TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW, ASSIGNOR AND, BY ITS ACCEPTANCE OF THIS ASSIGNMENT, ASSIGNEE EACH HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY AGREE TO WAIVE THEIR RESPECTIVE RIGHTS TO A JURY TRIAL OF ANY CLAIM OR CAUSE OF ACTION BASED UPON OR ARISING OUT OF THIS ASSIGNMENT, ANY OTHER LOAN DOCUMENT, OR ANY DEALINGS, CONDUCT, STATEMENTS (WHETHER VERBAL OR WRITTEN) OR ACTIONS BY EITHER OF THEM RELATING TO THE SUBJECT MATTER OF THIS ASSIGNMENT AND THE ASSIGNEE/ASSIGNOR RELATIONSHIP BETWEEN THEM. THE SCOPE OF THIS WAIVER IS INTENDED TO ENCOMPASS ANY AND ALL DISPUTES THAT MAY BE FILED IN ANY COURT AND THAT RELATE TO THE SUBJECT MATTER OF THIS TRANSACTION, INCLUDING WITHOUT LIMITATION, CONTRACT CLAIMS, TORT CLAIMS, BREACH OF DUTY CLAIMS, AND ALL OTHER COMMON LAW AND STATUTORY CLAIMS. ASSIGNOR AND ASSIGNEE EACH ACKNOWLEDGE THAT THIS WAIVER IS A MATERIAL INDUCEMENT TO ENTER INTO THIS ASSIGNMENT, AND THAT EACH WILL CONTINUE TO RELY ON THE WAIVER IN THEIR RELATED FUTURE DEALINGS. ASSIGNOR AND ASSIGNEE EACH FURTHER WARRANT AND REPRESENT THAT EACH OF THEM HAS REVIEWED THIS WAIVER WITH ITS LEGAL COUNSEL, AND THAT EACH OF THEM KNOWINGLY AND VOLUNTARILY WAIVES ITS JURY TRIAL RIGHTS FOLLOWING CONSULTATION WITH LEGAL COUNSEL. THIS WAIVER IS IRREVOCABLE, MEANING THAT IT MAY NOT BE MODIFIED EITHER ORALLY OR IN WRITING, AND THE WAIVER SHALL APPLY TO ANY SUBSEQUENT AMENDMENTS, RENEWALS, SUPPLEMENTS OR MODIFICATIONS TO THIS ASSIGNMENT, OR ANY OTHER LOAN DOCUMENTS OR AGREEMENTS RELATING TO THIS ASSIGNMENT. IN THE EVENT OF LITIGATION, THIS ASSIGNMENT MAY BE FILED AS A WRITTEN CONSENT TO A TRIAL BY THE COURT.

(b) ASSIGNOR HEREBY CONSENTS FOR ITSELF AND IN RESPECT OF ITS PROPERTY, GENERALLY, UNCONDITIONALLY AND IRREVOCABLY, TO THE NONEXCLUSIVE JURISDICTION OF THE FEDERAL AND STATE COURTS IN THE STATE OF FLORIDA WITH RESPECT TO ANY PROCEEDING RELATING TO ANY MATTER, CLAIM OR DISPUTE ARISING UNDER THE LOAN DOCUMENTS OR THE TRANSACTIONS CONTEMPLATED THEREBY. ASSIGNOR AND, BY ITS ACCEPTANCE OF THIS ASSIGNMENT, ASSIGNEE FURTHER CONSENT, GENERALLY, UNCONDITIONALLY AND IRREVOCABLY, TO THE NONEXCLUSIVE JURISDICTION OF THE STATE AND FEDERAL COURTS OF THE STATE OF FLORIDA IN RESPECT OF ANY PROCEEDING RELATING TO ANY MATTER, CLAIM OR DISPUTE ARISING WITH RESPECT TO SUCH COLLATERAL. ASSIGNOR AND, BY ITS ACCEPTANCE OF THIS ASSIGNMENT, ASSIGNEE FURTHER IRREVOCABLY CONSENT TO THE SERVICE OF PROCESS, GENERALLY, UNCONDITIONALLY AND IRREVOCABLY, AT THE ADDRESSES SET FORTH IN THE FIRST PARAGRAPH HEREOF IN CONNECTION WITH ANY OF THE AFORESAID PROCEEDINGS IN ACCORDANCE WITH THE RULES APPLICABLE TO SUCH PROCEEDINGS. TO THE EXTENT PERMITTED BY APPLICABLE LAW, EACH OF ASSIGNOR AND, BY ITS ACCEPTANCE OF THIS ASSIGNMENT, ASSIGNEE HEREBY IRREVOCABLY WAIVES ANY OBJECTION WHICH IT MAY NOW HAVE OR HAVE IN THE FUTURE TO THE LAYING OF VENUE IN RESPECT OF ANY OF THE AFORESAID PROCEEDINGS BROUGHT IN THE COURTS REFERRED TO ABOVE AND AGREES NOT TO PLEAD OR CLAIM IN ANY SUCH COURT THAT ANY SUCH ACTION OR PROCEEDING BROUGHT IN ANY SUCH COURT HAS BEEN BROUGHT IN AN INCONVENIENT FORUM. NOTHING HEREIN SHALL AFFECT THE RIGHT OF ASSIGNEE TO SERVE PROCESS IN ANY MANNER PERMITTED BY LAW OR TO COMMENCE PROCEEDINGS OR OTHERWISE PROCEED AGAINST ASSIGNOR IN ANY JURISDICTION.

Section 3.9. Governing Law. THIS ASSIGNMENT SHALL BE GOVERNED BY, AND BE CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF FLORIDA.

Section 3.10. Headings. The Article, Section and Subsection titles hereof are inserted for convenience of reference only and shall in no way alter, modify, limit or define, or be used in construing, the scope, intent or text of such Articles, Sections or Subsections.

Section 3.11. Entire Agreement. THIS ASSIGNMENT AND THE OTHER LOAN DOCUMENTS EMBODY THE ENTIRE AGREEMENT AND UNDERSTANDING BETWEEN THE ASSIGNEE AND ASSIGNOR PERTAINING TO THE SUBJECT MATTER HEREOF AND THEREOF AND SUPERSEDE ALL PRIOR AGREEMENTS, UNDERSTANDINGS, REPRESENTATIONS OR OTHER ARRANGEMENTS, WHETHER EXPRESS OR IMPLIED, WRITTEN OR ORAL, BETWEEN SUCH PARTIES RELATING TO THE SUBJECT MATTER HEREOF AND THEREOF. THIS ASSIGNMENT AND THE OTHER LOAN DOCUMENTS MAY NOT BE CONTRADICTED BY EVIDENCE OF PRIOR, CONTEMPORANEOUS OR SUBSEQUENT ORAL AGREEMENTS OF THE PARTIES. THERE ARE NO UNWRITTEN ORAL AGREEMENTS BETWEEN THE PARTIES.



Section 3.12. Severability. If any provision of this Assignment is invalid or unenforceable, then such provision shall be given full force and effect to the fullest possible extent, and all of the remaining provisions of this Assignment shall remain in full force and effect and shall be binding on the parties hereto.

Section 3.13. Lien Absolute, Multisite Real Estate and Multiple Collateral Transaction. Assignor acknowledges that this Assignment and a number of other Loan Documents and those documents required by the Loan Documents together secure the Indebtedness. Assignor agrees that, to the extent permitted by law, the lien of this Assignment shall be absolute and unconditional and shall not in any manner be affected or impaired by:

(a) any lack of validity or enforceability of the Loan Documents, any agreement with respect to any of the Indebtedness or Obligations or any other agreement or instrument relating to any of the foregoing;

(b) any acceptance by the Assignee of any security for or guarantees of any of the Indebtedness hereby secured;

(c) any failure, neglect or omission on the part of the Assignee to realize upon or protect any of the Indebtedness hereby secured or any of the collateral security therefor, including the Loan Documents, or due to any other circumstance which might otherwise constitute a defense available to, or a discharge of, the Assignor in respect of the Indebtedness and Obligations hereby secured or any collateral security therefor, including the Loan Documents, or due to any other circumstance which might otherwise constitute a defense available to, or a discharge of, the Assignor in respect of the Indebtedness or Obligations or this Assignment (other than the indefeasible payment in full in cash of all the Indebtedness and Obligations hereby secured);

(d) any change in the time, manner or place of payment of, or in any other term of, all or any of the Indebtedness or Obligations;

(e) any release (except as to the property released), sale, pledge, surrender, compromise, settlement, nonperfection, renewal, extension, indulgence, alteration, exchange, modification or disposition of any of the Indebtedness or Obligations hereby secured or of any of the collateral security therefor;

(f) any amendment or waiver of or any consent to any departure from the Loan Documents or of any guaranty thereof, if any, and the Assignee may in its discretion foreclose, exercise any power of sale, or exercise any other remedy available to it under any or all of the Loan Documents without first exercising or enforcing any of its rights and remedies hereunder; and

(g) any exercise of the rights or remedies of the Assignee hereunder or under any or all of the Loan Documents.

Section 3.14. State Specific Provisions. The provisions of Exhibit B attached hereto are hereby incorporated by reference as though set forth in full herein.

Section 3.15. Last Dollars Secured. This Assignment secures only a portion of the Indebtedness owing or which may become owing by Assignor to the Assignee. The parties agree that any payments or repayments of such Indebtedness by Assignor shall be and be deemed to be applied first to the portion of the Indebtedness that is not secured hereby, it being the parties' intent that the portion of the Indebtedness last remaining unpaid shall be secured hereby.

Section 3.16. Recording Taxes. Assignor hereby covenants to pay any and all recording or other similar taxes or fees due in connection with this Assignment.

Section 3.17. Multiple Exercise of Remedies. Assignor specifically consents and agrees that the Assignee may exercise rights and remedies hereunder and under the other Loan Documents separately or concurrently and in any order that the Assignee may deem appropriate.

Section 3.18. Duplicate Originals; Counterparts. This Agreement may be executed in any number of duplicate originals and each duplicate original shall be deemed to be an original. This Assignment may be executed in several counterparts, each of which counterparts shall be deemed an original instrument and all of which together shall constitute a single Assignment.

Assignor hereby acknowledges receipt of a true copy of the within Assignment.

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EXECUTED as of the date first above written.

ASSIGNOR:

**ETA PI HOUSE, INC.**, a Florida not-for-profit corporation

By: 

Name: MARK E. JACKSON

Its: President - ETA PI HOUSE

**Address for Notices:**

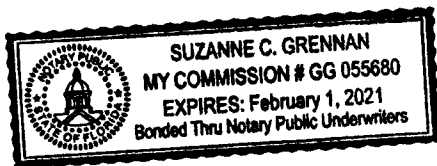
c/o Mark E. Jackson  
1700 Demetree Drive  
Winter Park, Florida 32789

STATE OF Florida )  
 ) ss:  
 COUNTY OF Orange )

The foregoing instrument was acknowledged before me in Orange County,  
                    , on August 11, 2017, by Mark Jackson, the President of ETA PI  
 HOUSE, INC., a Florida non-profit corporation, on its behalf.

Suzanne C. Grennan  
 (Signature of Notary Public)

Suzanne C. Grennan  
 (Typed or printed name of Notary Public)



Notary Public, State of \_\_\_\_\_,  
 County of \_\_\_\_\_  
 Acting in the County of \_\_\_\_\_  
 My commission expires: \_\_\_\_\_

## EXHIBIT A

## Legal Description

Form 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 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; run thence N 18°45'00" E for a distance of 352.50 feet; thence run N 00°31'50" E for a distance of 270.79 feet to the Point of Beginning; thence continue N 00°31'50" East 416.10 feet; thence run S 90°00'00" E 240.32 feet to the P.C. of a 940.86 foot radius curve to the right; thence run Easterly along said curve whose chord bears S 88°28'39" E 49.99 feet through a central angle of 03°02'42" an arc distance of 50.00 feet; thence run S 00°00'00" W 134.65 feet to the P.C. of a 9100 foot radius curve to the right; thence run Southeasterly along said curve whose chord bears S 15°00'00" W 4.66 feet, through a central angle of 30°00'00" an arc distance of 4.71 feet; thence run S 30°00'00" W, 56.71 feet to the P.C. of a 63.00 foot radius curve to the left; thence run Southerly along said curve whose chord bears S 00°42'43" E 64.35 feet through a central angle of 61°25'27" an arc distance of 67.54 feet; thence run S 58°34'33" W, 311.00 feet to the Point of Beginning.

## **EXHIBIT B**

### **Special State-Law Provisions**

The following provisions are incorporated by reference into Section 3.14 of the attached Assignment. If any conflict or inconsistency exists between this **Exhibit B** and the remainder of the attached Assignment, this **Exhibit B** shall govern.

None