

## MORTGAGE

This mortgage executed on the 27th day of May 2010 by AUSTIN PARK DEVELOPMENT, LLC 2780 EAST FOWLER AVE # 303 , TAMPA, FLORIDA, 33612 referred to below as "mortgagor," which term includes mortgagor's heirs, executors, administrators, successors, legal representatives and assigns, and shall denote the singular and/or plural and the masculine and/or feminine and natural and/or artificial persons whenever and wherever the context so requires, to PINNACLE MUTUAL INC., a corporation organized under the laws of the State of Florida, having its principal offices at 5448 E. Leitner Drive. Coral Springs, Florida 33067, referred to below as "mortgagee."

Interest will be charged on unpaid principal until full amount of principal has been paid. An Interest rate of 8% per annum will be charged on the mortgage. A mortgage will be placed on the property by Investor at project completion for 60% of the Funding Amount amortized over 30 years. Payment is to begin twelve (12) months from project commencement. No interest shall be due or payable during the first twelve (12) months from project commencement. Interest accrued during the first twelve (12) months will be added to the mortgage.

All payments accepted and applied by Pinnacle Mutual Inc. shall be applied in the following order or priority: (A) Interest Due (B) Principal (C) Misc Amounts/Charges Due. Such payments shall be applied to each periods payments in order in which it became due such that any remaining amounts shall be applied first in late charges, second to any other amounts due under this Security Instrument and then to reduce the principal balance of this note.

For various good and valuable considerations, and also in consideration of the aggregate sum named in the promissory note of even date herewith, herein described, mortgagor does grant, Bargain, see, and convey to mortgagee, its successors and assigns, in fee simple, all the certain tract of land, legal description attached hereto as Exhibit "B", which mortgagor is now the legal owner, and in actual possession, situated in the Country of The United States of America described as follows:

Together with all structures and improvements now and hereafter on the land and the fixtures attached thereto, together with all and singular the tenements, hereditaments, easements, and appurtenances thereunto belonging or in anywise appertaining, and the rents, issues, and profits thereof, all the estate, right, title, interest, and all claims and demands whatsoever, in law and in equity, of mortgagor in and to the same, and every part and parcel thereof, and all fixtures now or hereafter attached to or used in connection with the premises herein to have and to hold the same, together with the tenements, hereditaments, and appurtenances unto mortgagee, and its successors and assigns, in fee simple.

Mortgagor covenants with mortgagee, its successors, legal representatives, and assigns, that mortgagor is indefeasibly seized of the land in fee simple; that mortgagor has full power and lawful right to convey the land in fee simple; that the land is free from all encumbrances; that mortgagor will make such further assurances to protect the fee simple title of the land in mortgagee, its successors, legal representatives, or assigns as may reasonably be required; that



mortgagor does fully warrant the title of the land and will defend the same against the lawful claims of all persons whomsoever.

Provided always, that if mortgagor shall pay to mortgagee, its successors, legal representatives, or assigns, that certain promissory note of which the following is a true and correct copy attached hereto as Exhibit "A" and shall perform, comply with, and abide by each and every stipulation, agreement, condition, and covenant of the note and of this mortgage, and shall pay all taxes that may accrue on the property and all costs and expenses that mortgagee, its successors or assigns may be put to in collecting the note in foreclosure of this mortgage or otherwise, including reasonable attorney's fees, then this mortgage and the estate created shall cease and be null and void.

And mortgagor does covenant and agree:

1. To pay the principal and interest and other sums of money payable by virtue of the promissory note and this mortgage, or either, promptly on the days respectively the same severally become due.
2. To pay the taxes, assessments, levies, liabilities, obligations, and encumbrances of every nature on the described property, and if the same are not promptly paid, mortgagee, its successors, legal representatives, or assigns may at any time pay the same without waiving or affecting the option to foreclose or any right hereunder, and every payment so made shall bear interest from the date thereof at the rate of 8% per year.
3. To pay all the costs, charges, and expenses, including attorney's fees, reasonably incurred or paid at any time by mortgagee, its successors, legal representatives or assigns, because of failure by mortgagor to perform, comply with, and abide by each and every stipulation, agreement, condition and covenant of the promissory note and this mortgage, or either, and every such payment shall bear interest from date at the rate of 8% per year.
4. To keep the buildings now or hereafter on the land insured in a sum equal to the highest insurable value, both fire and extended coverage, in a company or companies to be approved by mortgagee, and the policy or policies held by and payable to mortgagee, its successors, legal representatives, or assigns, and in the event any sum of money becomes payable under such policy or policies, mortgagee, its legal representatives or assigns shall have the option to receive and apply the same on account of the indebtedness secured or to permit mortgagor to receive and use it or any part thereof for other purposes, without waiving or impairing any equity, lien, or right under or by virtue of this mortgage, and may place and pay for such insurance or any part thereof without waiving or affecting the option to foreclose or any right hereunder, and each and every such payment shall bear interest from date at the rate of 8% per year.
5. To permit, commit, or suffer no waste, impairment, or deterioration of the property or any part thereof, except reasonable wear and tear; and, in the event of the failure of mortgagor to keep the buildings on the premises and those to be erected thereon, or improvements thereon, in good repair, mortgagee may make such repairs as in its discretion it may deem necessary for the

proper preservation thereof and the full amount of each and every such payment shall be due and payable 10 days after demand, and shall be secured by the lien of this mortgage.

6. To perform, comply with, and abide by each of the stipulations, agreements, conditions, and covenants in the promissory note.

7. Mortgagee may, at any time pending a suit on this mortgage, apply to the court having jurisdiction thereof for the appointment of a receiver, and such court shall forthwith appoint a receiver of the premises covered, including all income, profits, issues, and revenues from whatever source derived, each and every of which, it being expressly understood, is mortgaged, as if specifically set forth and described in the granting and abandon clauses hereof. Such appointment shall be made by such court as an admitted equity and a matter of absolute right to mortgagee, and without reference to the adequacy or inadequacy of the value of the property mortgaged or to the solvency or insolvency of mortgagor or the defendants. Such rents, profits, income, issues, and revenues shall be applied by such receiver according to the lien of this mortgage and the practice of such court. In the event of any default on the part of mortgagor hereunder, mortgagor agrees to pay to mortgagee on demand as a reasonable monthly rental for the premises an amount at least equivalent to one-twelfth of the aggregate of the twelve monthly installments then payable in the current year plus the actual amount of the annual taxes, assessments, water rates, and insurance premiums for such year not covered by the above monthly payments.

8. If any of such sums of money are not promptly paid within 10 days next after the same severally become due and payable, or if each of the stipulations, agreements, conditions, and covenants of the promissory note and this mortgage, or either, are not fully performed, complied with, and abided by, the aggregate sum mentioned in the promissory note shall become due and payable forthwith or thereafter at the option of mortgagee, its successors, legal representatives, or assigns, as fully and completely as if the aggregate sum were originally stipulated to be paid on such day, anything in the promissory note or herein to the contrary notwithstanding.

9. The mailing of a written notice or demand addressed to the owner of record of the mortgaged premises or to such owner at the last address, actually furnished to mortgagee, or if none, directed to the owner at the mortgaged premises, and mailed by the United States mail, postage prepaid, shall be sufficient notice and demand in any case arising under this instrument and required by the provisions hereof or by law.

10. If foreclosure proceedings of any mortgage or lien of any kind superior or inferior to this mortgage are instituted, mortgagee hereunder may at its option, immediately or thereafter, declare this mortgage and the indebtedness secured due and payable.

Executed at 5448 E. Leitner Drive, Coral Springs, Florida 33067

I, Roy Melvin, CEO, Austin Park Development, LLC, have had an opportunity to review the aforementioned agreement, as well as the Investment Agreement and Mortgage, and understand the rights, liabilities, and obligations incurred herein.

Roy D. Melvin June 19 2010  
Roy. Melvin, CEO, Austin Park Development, LLC  
State of Florida

The foregoing instrument was acknowledged before me this 10<sup>th</sup> day of June, 2010, by, Roy Melvin, CEO, Austin Park Development, LLC and who is personally known or who has produced his PASS PORT as identification.

Helen Roark Angel  
Notary Public  
My Commission Expires: **HELEN ROARK ANGEL**  
Notary Public, State of Florida  
My Comm. Expires Mar. 22, 2014  
No. DD973382

Executed in the presence of:

Dustin D. Melvin  
Printed: Dustin D. Melvin witness

Helen R. Angel  
Printed: Helen R. Angel , witness