

UNITED STATES DISTRICT COURT
MIDDLE DISTRICT OF FLORIDA
ORLANDO DIVISION

CASE NO. 6:21-cv-694-CEM/DCI

SECURITIES AND EXCHANGE COMMISSION,

Plaintiff,

v.

HARBOR CITY CAPITAL CORP., *et al.*,

Defendants,

and

CELTIC ENTERPRISES, LLC, *et al.*,

Relief Defendants.

/

BENWORTH'S SUR-REPLY TO ORDER TO SHOW CAUSE

Benworth, by and through undersigned counsel, files its Sur-reply to this Court's Order to Show Cause [D.E. 136] and the Receiver's Reply [D.E. 141]:

LEGAL ARGUMENT

A. Conflict Concerning Exclusive *In Rem* Jurisdiction

The SEC's Complaint is an enforcement action directed at Maroney and various co-defendants, not the Property. This is not a foreclosure, maritime, or asset forfeiture action, and nothing in 15 U.S.C. §§ 77t or 78u confers exclusive jurisdiction over property. "An action in rem is one founded upon the rights in or to property." *Tooele Cnty. v. U.S.*, 820 F.3d 1183, 1188 (10th Cir.2016). "A

court exercising *in rem* jurisdiction ‘has possession or must have control of the property which is the subject of the litigation in order to proceed with the cause.’” *U.S. v. All Assets Held*, 45 F.4th 426, 434 (D.C.Cir.2022) (quoting *Princess Lida v. Thompson*, 305 U.S. 456, 466 (1939)). “The *sina qua non* of jurisdiction in an *in rem* or quasi *in rem* action is a lawful seizure and custody or control of the relevant property.” *Turnkey Offshore Project Servs., LLC v. JAB Energy Sols.*, 2021 WL 3509677, at *4 (E.D.La. Aug. 10, 2021); *U.S. v. One Oil Painting*, 362 F.Supp.2d 1175, 1180 (C.D.Cal.2005) (same); *Freeman v. Howe*, 65 U.S. 450, 454 (1860) (“to give jurisdiction to the District Court in a proceeding *in rem*, there must be a valid seizure and an actual control of the *res* under the process.”); *U.S. v. Four Parcels*, 941 F.2d 1428, 1435 (11th Cir.1991) (“In *rem* jurisdiction derives entirely from the court’s control over the defendant *res*”); *Alderwoods Group, Inc. v. Garcia*, 682 F.3d 958, 969 (11th Cir.2012) (“A court … must have possession of the *res* in order to obtain *in rem* jurisdiction over its distribution.”)

None of the temporary restraining orders or preliminary injunction entered prior to the Receivership Order specifically reference the Property or Benworth, or resulted from judgment in favor of the SEC. Asset freezes and preliminary injunctions simply maintain the *status quo* pending a final decision on the merits. See *Axiom Worldwide, Inc. v. HTRD Group Hong Kong Ltd.*, 2015 WL 9673589, at *2 (M.D.Fla. Dec. 8, 2015); *Turnkey*, 2021 WL

3509677, at *19. Here, *in rem* jurisdiction flows from the Receivership Order [D.E. 72-1, ¶1 – “[t]he Court takes exclusive jurisdiction and possession of the assets ... of the Receivership Entities.”]. Under 28 U.S.C. § 754, “[a] properly appointed receiver is ‘vested with complete jurisdiction and control of all [receivership] property with the right to take possession thereof.’” *S.E.C. v. Stanford Int'l Bank, Ltd.*, 927 F.3d 830, 840 (5th Cir.2019). “Through the interaction of sections 754 and 1692, the receivership court acquires both *in rem* and *in personam* jurisdictions.” *Steinberg v. Alpha Fifth Group*, 2006 WL 8431434, at *3 (S.D.Fla. Sept. 25, 2006). “[W]hile a district court has broad power to issue ancillary relief in SEC actions and receiverships, that power exists precisely because the court has taken control over the property placed in receivership.” *S.E.C. v. Vision Comm., Inc.*, 74 F.3d 287, 291 (D.C.Cir.1996); *see also SEC v. Private Equity Mgmt. Group, LLC*, 2010 WL 431712, at *2 (C.D.Cal. Feb. 1, 2010) (court “effectively began exercising *in rem* jurisdiction over the *res* at issue” by “ordering a freeze on all [defendant’s] monies and assets and by appointing a receiver with full authority to take ‘custody, control, possession, and charge of’ [defendant’s] property.”)

“Where the assertion of jurisdiction by the two courts is nearly simultaneous, it becomes important, as in the present case, to determine the precise time when [exclusive *in rem*] jurisdiction attaches.” *Penn Gen. Cas. Co. v. Com. of Pennsylvania*, 294 U.S. 189, 196 (1935). Until entry of the

Receivership Order on November 8, 2021 [D.E. 75], the Receiver was “not authorized to act as receiver.” [D.E. 68, ¶3]. The Foreclosure Action was commenced on October 19, 2021 [*see* D.E. 133-1 and **Exhibit “A”** attached]; however, the Complaint and *lis pendens* were not docketed until November 8, 2021 [D.E. 133-2; 139-1]. “[T]he time stamp on Plaintiff’s initial Complaint, not the online docket, indicates the true date of commencement of the action.” *Alvarado v. JPMorgan Chase Bank, N.A.*, 2017 WL 7796334, at *3 (S.D.Fla. Apr. 12, 2017); *see* Fla.R.Jud.Admin. 2.516(e) (“The date of filing is that shown on the face of the document by the judge’s notation or the clerk’s time stamp, whichever is earlier.”); Fla.R.Civ.P. 1.050 (“Every action of a civil nature shall be deemed commenced when the complaint or petition is filed ...”).

The Anti-Injunction Act, 28 U.S.C. § 2283, allows a federal court to enjoin state court proceedings “in aid of its jurisdiction” in two circumstances: removal from state court or when a federal court is the first to acquire subject matter jurisdiction over an action *in rem*. *In re Bayshore Ford Trucks Sales, Inc.*, 471 F.3d 1233, 1251 (11th Cir.2006) (quotations omitted). However, “[w]here the *in rem* jurisdiction of the state court has first attached, the federal court is precluded from exercising its jurisdiction over the same *res* to defeat or impair the state court’s jurisdiction.” *Id.* (quotations omitted). The “necessary in aid of its jurisdiction” exception is construed narrowly. *Burr & Forman v. Blair*, 470 F.3d 1019, 1028 (11th Cir.2006). Thus, *if* the state court

first acquired *in rem* jurisdiction over the Property, the injunctions would potentially violate the Act and prior exclusive jurisdiction doctrine. *See U.S. v. §490,920*, 911 F.Supp. 720, 731 (S.D.N.Y.1996). A review of Benworth's state court filings reflect a genuine perceived conflict regarding jurisdiction. Benworth's state court counsel legitimately believed that Benworth was not subject to the injunctions and entitled to adequate service, notice, and hearing before its interests were impaired. Benworth respectfully submits that this does not rise to the level of contempt or sanctions.

B. Benworth's Actions are Not the Cause for the Delay and Expense

While Mr. Rey first received notice of the Receivership Order on December 8, 2021 [D.E. 141-2], Benworth's subsequent actions were not intended in bad faith or willful disobedience of this Court's orders, but rather to protect Benworth's security interests, which apparently did not prejudice the Receiver *who waited a year to voice concern*. [D.E. 125]. Despite execution of the sale contract in July 2022 [D.E. 111-1], a closing date was apparently never set. [D.E. 137-1; 137-5, p.7]. Receiver's counsel refuses to provide undersigned with copies of any related addendums. *See Exhibit "B"* attached. As noted, the purchase price exceeds the value of the Mortgage [D.E. 136, p.15]. The sale could have consummated months ago. Rather than close the approved sale and satisfy Benworth's Mortgage (as represented to the Court in D.E. 111, p.5), *now* the Receiver seeks to amend the original sale

procedures to close in escrow and pay Benworth less than its owed. The Receiver has a duty to maximize recovery “for the benefit of aggrieved investors and other creditors of the receivership entities”, *Stanford*, 927 F.3d at 840; however, the Receiver’s choice to litigate jurisdiction in state court for a year before raising an issue before this Court, and further delaying the closing by eight months, does not yield a cognizable benefit to anyone. This is the opposite of “considerable restraint.” [D.E. 136, p.10]. As anticipated, the interest and fees accrued to date are considerably more than the October 2022 payoff. To the extent Benworth receives less than a full payoff at closing, it is entitled to enforce the Note and Guaranty *in personam* in state court. *Id.* at 843.

Further, the Receiver takes the position that Benworth’s consent is immaterial because Benworth is a non-party and has not intervened, yet she continues to file motions designed to substantively alter Benworth’s rights, even though the Receiver acknowledges “the only document” Mr. Rey filed in this case was the “Motion to Quash.” [Reply, p.15].¹ Although the Receiver initiated the dispute regarding the payoff amount, she now shifts the burden on Benworth to intervene to protect rights that should have *never* been compromised to begin with. While Benworth may or may not have correctly

¹ Benworth never “attempt[ed] to misstate and mislead” through a scrivener’s error in footnote 6. The complete string cite for *Ganpat* was referenced earlier in the Response, and 2020 WL 13002514 does, in fact, contain the quote singled out by the Receiver. [Reply, p.13].

proceeded in state court, such actions do not validate the Receiver's efforts to reduce Benworth's indebtedness. "Neither a receiver's nor a receivership court's power is unlimited." *Stanford*, 927 F.3d at 840.

C. Rule 2001(b) is Stricter for Sale of Real Property

"Congress ... considered deviating from the rigors of § 2001(b)'s procedures in relaxing the process for the sale of personalty. The absence of any such authorization in the sale of realty suggests that Congress intended the more stringent procedures to be the rule when ordering the sale of real property." *S.E.C. v. T-Bar Res., LLC*, 2008 WL 4790987, at *3 (N.D.Tex. Oct. 28, 2008). The cases cited by the Receiver which deviate from the procedures of Rule 2001(b) involve disposition of personal property, *not* real estate, except for one case (8:20-cv-325-MSS) where the Receiver, as counsel, avoided the requirements of Rule 2001(b). [Reply, p.16]. There does not appear to be any published case law allowing for waiver of the notice *and* hearing requirements for sale of real property *without* a signed stipulation of waiver. The Receiver's indifference to § 2001(b) raises concerns about the propriety of the pending sale and its procedures – which now apparently require clarification from this Court. Hence, the need for appropriate notice and hearing in this case.

WHEREFORE, for the forgoing reasons and those set forth in the Response [D.E. 139], Benworth respectfully requests the Court discharge the Order to Show Cause against Benworth.

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on March 6, 2023, a true and correct copy of the foregoing was served via Notice of Electronic Filing (CM/ECF) to all parties on the Court's electronic service list.

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EXHIBIT “A”



Rachel M. Sadoff
Brevard County Clerk of Courts
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Filing Information

Filing #: 136880938
Filing Time: 10/19/2021 09:35:32 PM ET
Filer: Albert D Rey 305-597-0440
Court: Eighteenth Judicial Circuit in and for Brevard County, Florida
Case #: New Case
Court Case #: NEW CASE
Case Style: VS

Documents

Title	File
Complaint/Petition	complaint.pdf
Certification Of Note Possession	certnotp.pdf
Lis Pendens (Erecord - 1 Page)	lispendens.pdf

E-service recipients selected for service:

Name	Email Address
Albert D Rey	adrey@bellsouth.net
	idelseyevora@bellsouth.net
	adreyteam@bellsouth.net

E-service recipients not selected for service:

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IN THE CIRCUIT COURT OF THE EIGHTEENTH JUDICIAL CIRCUIT
IN AND FOR BREVARD COUNTY, FLORIDA

MIRA HOLDINGS LLC (14.166667%), ZF CAPITAL LLC (13.888889%), LN INVESTMENTS, LLC (2.5%), CAPITAL PARTNERS 2, LLC (55.555556%) AND MARIA L. SANTAYANA LIVING TRUST (13.888889%)

Plaintiffs,

CASE NO. _____

v.

CELTIC ENTERPRISES, LLC,
a Wyoming Limited Liability Company;
CENTRAL FLORIDA PRODUCT INSTALLATIONS, LLC.,
a Florida Limited Liability Company;
JONATHAN PAUL (“JP”) MARONEY, an individual
J DOE ; *et al.*,
Defendant(s)

VERIFIED COMPLAINT FOR FORECLOSURE AND OTHER RELIEF

Plaintiffs, Mira Holdings LLC (14.166667%), ZF Capital LLC (13.888889%), LN Investments, LLC (2.5%), Capital Partners 2, LLC (55.555556%) and Maria L. Santayana Living Trust (13.888889%), successors in interest to Benworth Capital Partners LLC by assignment of mortgage recorded under instrument number CFN 2021111287 at Official Records Book 9105 at Page 2878 of the Public Records of Brevard County, Florida (hereinafter jointly “Plaintiffs”) sue Defendants CELTIC ENTERPRISES LLC, a Florida Limited Liability Company, (hereinafter “CELTIC”); CENTRAL FLORIDA PRODUCT INSTALLATIONS, LLC, a Florida Limited Liability Company, (hereinafter “CENTRAL”); JONATHAN PAUL (“JP”) MARONEY (hereinafter “JP”), an individual, and J. DOE (hereinafter “J. DOE”) as party(ies) in possession; *et al.*, and alleges:

GENERAL ALLEGATIONS

1. This is an action for damages in excess of \$30,000.00 exclusive of interest, costs, and attorneys' fees, and to foreclose a mortgage secured by real property in Brevard County, Florida more particularly described as:

Lot 32, LANSING ISLAND, PHASE ONE, according to the Plat thereof as recorded in Plat Book 36, Page 13, Public Records of Brevard County, Florida, Less the North Four Feet thereof.

Together with:

A Parcel of Land Being a Portion of Lot 32 of LANSING ISLAND, recorded in Plat Book 36, Page 13, of the Public Records of Brevard County, Florida, more particularly described as follows: commence at the Southeast corner of said Lot 32 and run North 12 Degrees 19 Minutes 34 Seconds West along the East Line of said Lot, a distance of 77.83 Feet to the Point of curvature of a 1738.81 Foot Radius Curve to the Left; thence Northwesterly along the arc of said curve and said East Line of Lot 32, Thru a Central Angle of 02 Degrees 15 Minutes, 26 Seconds, a distance of 68.50 Feet to the Point of Beginning; thence Departing said East Line, run South 81 Degrees 45 Minutes 51 Seconds West, a Distance of 276.35 Feet to a 4 inch by 4 inch Concrete Monument stamped LS No.3353 on the North Line of Said Lot 32; Thence South 22 Degrees, 50 Minutes, 46 Seconds East, a distance of 4.12 Feet to a Point on the South Line of the North 4 Feet of said Lot 32; Thence North 80 Degree, 56 Minutes, 05 Seconds East, along said South Line, a Distance of 275.34 Feet to the Point of Beginning.

Situate in the County of Brevard, State of Florida.

A/K/A 143 Lansing Island Drive, Indian Harbour Beach, FL 32937.

(hereinafter the "Property").

2. Plaintiffs own the Note and Mortgage secured by the Property in Brevard County, and are *sui juris*.
3. Defendant CELTIC is a Wyoming Limited Liability Company that is the fee simple owner of the Property located in Brevard County, Florida, and is *sui juris*.
4. Defendant CENTRAL is a Florida Limited Liability Company claiming an interest in the Property located in Brevard County, Florida, and is *sui juris*.
5. Defendant JP is an individual residing in Brevard County, Florida and is *sui juris*.
6. Defendant J. DOE, is a resident of Brevard County, Florida who may claim an interest in the Property by being in possession of the Property.
7. Venue is proper because the subject Property that is sought to be foreclosed is located in Brevard County, Florida.
8. On or about March 13, 2021, Defendant CELTIC executed and delivered to Plaintiffs a Promissory Note dated March 13, 2021 in the original principal amount of \$1,800,000.00 (hereinafter "Note"); and a Mortgage Deed and Security Agreement (hereinafter "Mortgage") recorded under instrument number CFN2021068976 at Official Records Book 9055 at Page 1663 of the Public Records of Brevard County, Florida; securing payment of the Note to Plaintiffs with the

Property then owned and in possession of Defendant CELTIC; true and correct copies of the Note, Allonge and Mortgage, are attached hereto as Composite Exhibit A; all of which are made a part hereof by this reference.

9. On or about March 13, 2021, Defendant CELTIC executed and delivered to Plaintiffs a Collateral Assignment of Leases, Rents and Profits, recorded under instrument number CFN2021068977 at Official Records Book 9055 at Page 1671 of the Public Records of Brevard County, Florida, a true and correct copy of which is attached hereto as Exhibit B and made a part hereof by this reference.

10. Plaintiffs are the current owners and holders of the Note and Mortgage and are successors in interest to Benworth Capital Partners LLC by assignment of mortgage recorded under instrument number CFN 2021111287 at Official Records Book 9105 at Page 2878 of the Public Records of Brevard County, Florida, a true and correct copy of said assignment is attached hereto as Exhibit C and made a part hereof by this reference.

11. Benworth Capital Partners LLC is an authorized agent of Plaintiffs and authorized servicer of the loan (including without limitations: Note and Mortgage and related loan documents) subject of this action by virtue of the Master Mortgage and Servicing Agreements, pertinent portions of which are attached hereto as Composite Exhibit D and made a part hereof by this reference. Benworth Capital Partners LLC is authorized to receive payment(s) and perform loan servicing for and on behalf of Plaintiffs.

12. The Property is now owned by Defendant CELTIC who holds possession.

13. Defendant CENTRAL may claim an interest in the Property by virtue of that certain Claim of Lien recorded on August 24, 2021 under instrument number CFN 2021220153 at Official Records Book 9233 at Page 2741 of the Public Records of Brevard County, Florida.

14. Defendant J. DOE, as party(ies) in possession may claim an interest in the Property but said interest is inferior to the interest of Plaintiffs.

15. The Mortgage is a lien superior in dignity to any subsequent right, title, claim of lien or interest arising out of Defendants CELTIC, CENTRAL, JP, J. DOE or anyone claiming an interest by or through them or any of them.

16. Defendant CELTIC has defaulted under the Note and Mortgage by failing to make the payments due, including without limitations the payment due June 1, 2021 and all subsequent payments.

17. Plaintiffs have demanded payment and have accelerated the Mortgage, a copy of the pertinent portion of the acceleration notice, demand for payment is attached hereto as Exhibit E and made a part hereof by this reference.

18. All conditions precedent to the acceleration of the Note & Mortgage and the institution and maintenance of this action have occurred or have been performed, excused, waived or otherwise discharged.

19. The Plaintiffs, as Mortgagees, have declared, or do hereby declare, the full amount payable under the Note and Mortgage to be due.

20. Pursuant to the terms of the Note and Mortgage, Defendant CELTIC owes the Plaintiffs the sum of \$1,800,000.00 for outstanding principal, plus unpaid and accrued interest, default interest at 18% per annum, plus applicable late fees, charges and other fees; together with advances if any, costs and reasonable attorney's fees.

21. The Plaintiffs have retained the Law Firm of Albert D. Rey, P.A. and are obligated to pay a reasonable fee for their services. Plaintiffs are entitled to collect attorney's fees and costs from

Defendants pursuant to the terms of the Note, Mortgage, Collateral Assignment of Leases, Rents and Profits and Guaranties.

22. The notice required by The Fair Debt Collection Practices Act 15 USC, Section 1601 as amended is as follows: (a) The Law Firm of Albert D. Rey, P.A. may be deemed a "debt collector" under the Fair Debt Collection Practices Act. Any and all information obtained during the prosecution of this lawsuit will be used for the purpose of collecting a debt; (b) The amount of the debt is stated in the Complaint to which this notice is attached (c) The Plaintiffs named in the Complaint is the creditor (d) The debt described in the complaint will be assumed to be valid by the creditor's law firm, unless the debtor, within (30) days after the receipt of this notice, disputes, in writing, the validity of the debt or some portion thereof (e) If the debtor notifies the creditor's law firm in writing within thirty (30) days of the receipt of this notice that the debt or any portion thereof is disputed, the creditor's law firm will obtain a verification of the debt and a copy of the verification will be mailed to the debtor by the creditor's law firm (f) If the creditor is not the original creditor, and if the debtor makes a written request to the creditor's law firm within the (30) days from the receipt of this notice, the name and address of the original creditor will be mailed to the debtor by the creditor's law firm (g) Written requests required by the Act should be addressed to: The Law Firm of Albert D. Rey, P.A., 12955 Southwest 42nd Street, Suite 6, Miami, Florida 33175 and (h) the thirty day time period for requesting verification of the debt owed by Defendant to the Plaintiff is not affected by the twenty day time period set forth in the summons you have received with the Complaint. Although you are required to respond to the Complaint within twenty days, you have thirty days to request in writing verification of the debt.

COUNT I — FORECLOSURE OF MORTGAGE ON REAL PROPERTY

23. Plaintiffs reallege and incorporate paragraphs 1 through 22 above, as if fully set forth herein.

24. This is an action to foreclose a mortgage that exceeds \$30,000.00 on real property located in Brevard County, Florida, within the jurisdiction of this Court.

25. Plaintiffs are the owners and holders of the Note and Mortgage.

26. The Property is now owned by Defendant CELTIC who holds possession.

27. On or about March 13, 2021, Defendant CELTIC executed and delivered to Plaintiffs the Note dated March 13, 2021 in the original principal amount of \$1,800,000.00 and the Mortgage recorded under instrument number CFN2021068976 at Official Records Book 9055 at Page 1663 of the Public Records of Brevard County, Florida; securing payment of the Note to Plaintiffs with the Property then owned and in possession of Defendant CELTIC; true and correct copies of the Note, Allonge and Mortgage, are attached hereto as Composite Exhibit A; all of which are made a part hereof by this reference.

28. On or about March 13, 2021, Defendant CELTIC executed and delivered to Plaintiffs a Collateral Assignment of Leases, Rents and Profits, recorded under instrument number CFN2021068977 at Official Records Book 9055 at Page 1671 of the Public Records of Brevard County, Florida, a true and correct copy of which is attached hereto as Exhibit B and made a part hereof by this reference.

29. Plaintiffs are the current owners and holders of the Note and Mortgage and are successors in interest to Benworth Capital Partners LLC by assignment of mortgage recorded under instrument number CFN 2021111287 at Official Records Book 9105 at Page 2878 of the Public Records of

Brevard County, Florida, a true and correct copy of said assignment is attached hereto as Exhibit C and made a part hereof by this reference.

30. Benworth Capital Partners LLC is an authorized agent of Plaintiffs and authorized servicer of the loan, (including without limitations: Note and Mortgage and related loan documents) subject of this action and is authorized to receive payment(s) and perform loan servicing for and on behalf of Plaintiffs; pertinent portions of the Master Mortgage and Servicing Agreements are attached hereto as Composite Exhibit D and made a part hereof by this reference.

31. The Property is now owned by CELTIC who holds possession.

32. The Mortgage is a lien superior in dignity to any subsequent right, title, claim of lien or interest arising out of Defendants CELTIC, CENTRAL, JP and J. DOE or anyone claiming an interest by or through them or any of them.

33. Defendant CELTIC has defaulted under the Note and Mortgage by failing to make the payments due, including without limitations the payment due June 1, 2021 and all subsequent payments.

34. Plaintiffs have demanded payment and accelerated the Mortgage, a copy of the pertinent portion of the acceleration notice and demand for payment is attached hereto as Exhibit E and made a part hereof by this reference.

35. All conditions precedent to the acceleration of the Note & Mortgage and the institution and maintenance of this action have occurred or have been performed, excused, waived or otherwise discharged.

36. The Plaintiffs, as Mortgagees, have declared, or do hereby declare, the full amount payable under the Note and Mortgage to be due.

37. Pursuant to the terms of the Note and Mortgage, Defendant CELTIC owes the Plaintiffs the sum of \$1,800,000.00 for outstanding principal, plus unpaid and accrued interest, default interest at 18% per annum, plus applicable late fees, charges and other fees; together with advances if any, costs and reasonable attorney's fees.

WHEREFORE, Plaintiffs pray that the Court ascertain the amount due Plaintiffs for principal and interest on the Note and Mortgage and for default interest, advances if any, title search costs, taxes, expenses and costs, including attorney's fees, plus interest thereon; that if the sum due Plaintiffs under the Note and Mortgage are not paid immediately, the Court foreclose Plaintiffs' Mortgage and direct the Clerk of the Court to sell the property securing the indebtedness to satisfy Plaintiffs' mortgage lien in accordance with the provisions of Fla. Stat. § 45.031 (2015); that the rights, title and interest of any Defendant, or any party claiming by, through, under or against any Defendant named herein or hereafter made a Defendant be forever barred and foreclosed; that the Court retain jurisdiction of this action to make any and all further orders and judgments as may be necessary and proper, including the issuance of a writ of possession and the entry of a deficiency decree, when and if such deficiency decree shall appear proper, if the defendant borrower(s) has not been discharged in bankruptcy; together with such other and further relief as the Court deems just and proper.

COUNT II — ACTION ON PROMISSORY NOTE

38. Plaintiff realleges and incorporates paragraphs 1 through 22 above, as if fully set forth herein.

39. This is an action for damages that exceed \$30,000.00 exclusive of interest, costs, and attorneys' fees, within the jurisdiction of this Court.

40. On or about March 13, 2021, Defendant CELTIC executed and delivered to Plaintiffs a Promissory Note dated March 13, 2021 in the original principal amount of \$1,800,000.00, (hereinafter "Note"), true and correct copy of the Note and Allonge are attached hereto as part of Composite Exhibit A.

41. Plaintiffs are the current owners and holders of the Note and are successors in interest to Benworth Capital Partners LLC by Allonge as attached hereto as part of Composite Exhibit A, and the Assignment of Mortgage, attached hereto as Exhibit C.

42. Defendant CELTIC has defaulted under the Note and Mortgage by failing to make the payments due, including without limitations the payment due June 1, 2021 and all subsequent payments.

43. Plaintiffs have demanded payment and accelerated the Note, a copy of the acceleration notice and demand for payment is attached hereto as Exhibit E and made a part hereof by this reference.

44. The Plaintiffs, owners and holders of the Note have declared, or do hereby declare, the full amount payable under the Note to be due.

45. All conditions precedent to the acceleration of the Note and the institution and maintenance of this action have occurred or have been performed, excused, waived or otherwise discharged.

46. Pursuant to the terms of the Note and Mortgage, Defendant CELTIC owes the Plaintiffs the sum of \$1,800,000.00 for outstanding principal, plus unpaid and accrued interest, default interest at 18% per annum, plus applicable late fees, charges and other fees; together with advances if any, costs and reasonable attorney's fees.

WHEREFORE, Plaintiffs demand judgment for damages against Defendant CELTIC for the unpaid principal and interest on the Note; plus for default interest, advances [if any], title search costs, taxes, expenses and costs, including attorney's fees, due under the Note, and after the judgment awarded

the judgment shall also accrue interest at the highest legal rate per annum thereafter, together with such other and further relief as this Court deems just and proper, which includes without limitations, that the Court retain jurisdiction of this action to make any and all further orders and judgments as may be necessary and proper, including the issuance of a writ of possession and the entry of a deficiency decree.

COUNT III — TURNOVER OF RENTS AND/OR APPOINTMENT OF RECEIVER

47. Plaintiff reallege and incorporate paragraphs 1 through 22 above, as if fully set forth herein.

48. This is a count for the turnover of rents and/or appointment of receiver.

49. In conjunction with the Note that was executed and delivered by Defendant CELTIC, said Defendant executed and delivered a Mortgage true and correct copy of which is attached hereto as Composite Exhibit A and made a part hereof by this reference; and a Collateral Assignment of Leases, Rents and Profits true and correct copy of which is attached hereto as Exhibit B and made a part hereof by this reference.

50. Defendant CELTIC has breached the terms of the Note and Mortgage as set forth in Counts I and II above.

51. Pursuant to the terms of the Mortgage and Collateral Assignment of Leases, Rents and Profits, Plaintiffs are entitled to the immediate turnover of rents and/or the appointment of a receiver.

52. Defendant CELTIC has failed and/or refused to turn over rents as more fully set forth above. Demand for rent is attached hereto as Exhibit F and made a part hereof by this reference.

53. Pursuant to Florida law, Plaintiff is entitled to the appointment of a receiver and/or the immediate turnover of rents.

54. Benworth Capital Partners LLC is an authorized agent of Plaintiffs and authorized servicer of the loan (including without limitations: Note and Mortgage and related loan documents) subject of this action by virtue of the Master Mortgage and Servicing Agreement, pertinent portions of which are attached hereto as Composite Exhibit D and made a part hereof by this reference. Benworth Capital Partners LLC is authorized to receive payment(s) and perform loan servicing for and on behalf of Plaintiffs.

55. Plaintiffs are entitled to recover attorney's fees and costs from Defendant CELTIC pursuant to the terms of the Note, Mortgage, and Collateral Assignment of Leases, Rents and Profits.

WHEREFORE, Plaintiffs respectfully demand that this Court appoint a receiver and/or immediately order the turnover of rents from Defendant(s) and this Court grant such relief as it deems just, equitable and proper.

COUNT IV — BREACH OF GUARANTY

(Against Defendant JP)

56. This is an action for damages and to enforce payment pursuant to the Guaranty. Plaintiff realleges and incorporates paragraphs 1 through 22 above, as if fully set forth herein.

57. On or about March 13, 2021, Defendant JP individually executed and delivered to Plaintiffs a personal Guaranty, true and correct copy of which is attached hereto as Exhibit G and made a part hereof by this reference.

58. Defendant CELTIC has breached the terms of the Note and Mortgage as set forth in Counts I and II above.

59. To date Defendant JP has failed to pay Plaintiffs the outstanding balance owed in accordance with the Guaranty and Plaintiff has been damaged as a result thereof.

60. Plaintiffs are entitled to recover attorney's fees and costs from Defendants CELTIC and JP pursuant to the terms of the Note, Mortgage, Collateral Assignment of Leases, Rents and Profits, and Guaranty.

WHEREFORE, Plaintiffs respectfully demand that this Court award judgment for damages against Defendant JP, for the principal amount due on the Note, plus interest, late fees, costs and reasonable attorney's fees and for any such other relief this Court deems just, equitable and proper.

[VERIFICATION OF COMPLAINT ON NEXT PAGE]

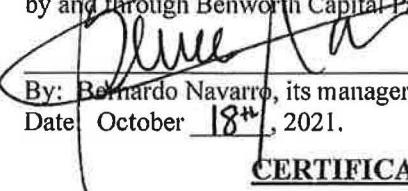
MIRA et al, v. CELTIC, et al.
VERIFIED FORECLOSURE COMPLAINT
Page 13 of 14

VERIFICATION OF COMPLAINT

I am the manager of Benworth Capital Partners LLC as authorized agent of Plaintiffs herein, and I am responsible for the collection of the loan transaction which is subject of the instant action.

Under penalty of perjury, I declare that I have read the foregoing complaint in this action, and the facts alleged therein are true and correct to the best of my knowledge and belief.

MIRA HOLDINGS LLC (14.166667%), ZF
CAPITAL LLC (13.888889%), LN
INVESTMENTS, LLC (2.5%), CAPITAL
PARTNERS 2, LLC (55.555556%) AND MARIA
L. SANTAYANA LIVING TRUST (13.888889%)
by and through Benworth Capital Partners LLC.


By: Bernardo Navarro, its manager
Date: October 18th, 2021.

CERTIFICATION OF NOTE POSSESSION

Plaintiffs by and thorough Benworth Capital Partners LLC, their undersigned authorized agent pursuant to Section 702.015, Florida Statues, by and through undersigned counsel hereby file the following certification and state:

1. Plaintiffs are in possession of the original promissory note upon which this action is brought.
2. The location of the original promissory note is at 700 Biltmore Way, Suite C1, Coral Gables, FL 33134 and will be transferred to Albert D. Rey, P.A. at the inception of the foreclosure action.
3. The name of the person giving the certification is Bernardo Navarro as the Manager of Benworth Capital Partners LLC authorized agent of Plaintiff.
4. The name of the person who personally verified such possession is Bernardo Navarro.
5. The time and date on which possession was verified is 12:50 pm on October 18th, 2021.
6. Correct copies of the note, allonge(s) and assignments are attached hereto as Exhibit A and made a part hereof by this reference.
7. I give this statement on my personal knowledge.

Under penalties of perjury, I declare that I have read the foregoing Certification of Possession of Original Note and that the facts stated in it are true.

MIRA HOLDINGS LLC (14.166667%), ZF
CAPITAL LLC (13.888889%), LN
INVESTMENTS, LLC (2.5%), CAPITAL

MIRA et al. v. CELTIC, et al.
VERIFIED FORECLOSURE COMPLAINT
Page 14 of 14

PARTNERS 2, LLC (55.555556%) AND MARIA
L. SANTAYANA LIVING TRUST (13.888889%)
by and through Benworth Capital Partners LLC.

By: Bernardo Navarro, its manager
Date: October 18, 2021.

DATED this 18 day of October 2021.


ALBERT D. REY, ESQUIRE
Attorney for Plaintiffs
Fla. Bar No. 0885142

ALBERT D. REY, P.A.
12955 Southwest 42nd Street, Suite 6
Miami, Florida 33175
Ph. (305) 597-0440
adrey@bellsouth.net

PROMISSORY NOTE

March 13th, 2021

\$1,800,000.00

FOR VALUE RECEIVED the undersigned, **CELTIC ENTERPRISES, LLC**, a Wyoming limited liability company, whose mailing address, 143 LANSING ISLAND DRIVE, INDIAN HARBOUR BEACH, FL 32937 (hereinafter referred to as the "Maker"), residing in the State of Florida, promises to pay to the order of **BENWORTH CAPITAL PARTNERS, LLC**, a Florida limited liability company (hereinafter referred to as "Lender"), at 7000 SW 97th Avenue, Suite 201, Miami, Florida 33173, or such other location or address as the Lender may direct from time to time, the principal sum of — **ONE MILLION EIGHT HUNDRED THOUSAND AND 00/100 DOLLARS (\$1,800,000.00)**—together with interest thereon at the rate of **NINE AND SEVENTY-FIVE HUNDREDTHS (9.75%)** percent per annum upon the principal balance outstanding from time to time, said principal and interest being payable as follows:

This Note shall be payable interest only in the amount of \$14,625.00 commencing on May 1st, 2021 and on the first day of each month thereafter until April 1st, 2022 at which time the entire unpaid principal balance plus any and all accrued interest shall be due and payable in full.

Lender hereby agrees to extend this Note for an additional twelve (12) months upon satisfactory review of Maker's payment history. Satisfactory is defined as Maker's payment history being current (12) months preceding the maturity date. Additionally, the Note extension will only be granted if the Maker has maintained the Property insured and has been current on all real estate property taxes for the preceding year.

This Promissory Note is secured by that certain Mortgage of even date herewith executed by **CELTIC ENTERPRISES, LLC**, a Wyoming limited liability company encumbering real property located BREVARD County, Florida.

At the option of the Lender, all sums advanced hereunder together with accrued interest thereon shall become immediately due and payable, without notice or demand, upon the occurrence of any one or more of the following events of default: (a) the Maker's failure to promptly pay in full any payment of principal or interest due under the Promissory Note; (b) the failure to pay when due any premium or homeowner's or flood insurance or Condominium association fees and/or assessments; (c) the death, dissolution, termination of existence, insolvency of, business failure appointment of a Receiver of any part of the property or assignment for the benefit of creditors by, or the commencement of any proceedings under any bankruptcy or insolvency laws, by or against any maker or guarantor hereof; (d) any breach by the Maker of the terms, covenants or conditions set forth in the Mortgage or any instrument, document or agreement which secures, collateralize or otherwise pertains to the loan evidenced by this Promissory Note.

Any deposits credited by the Lender or other property of any maker or guarantor hereof now or hereafter in the possession of the Lender, may at all times be held and treated as collateral and security for the payment of this Promissory Note, and all other indebtedness of liability, direct or indirect, joint and several, absolute or contingent, now existing or hereafter created, acquired or contracted, of the Maker to the Lender. The Lender may apply or set-off such deposits or other sums against said liabilities at any time in the case of makers, but only with respect to matured liabilities in the case of guarantors.

No delay or omission on the part of the Lender in the exercise of any right hereunder shall operate as a waiver of such right or of any other right under this Promissory Note. A waiver by the Lender of any right or remedy conferred to it hereunder on any one occasion shall not be construed as a bar to, or waiver of, any such right and of any right or remedy conferred to it hereunder on any one occasion shall not be construed as a bar to, or waiver of, any such right and or remedy as to any future occasion.

The Maker agrees that in the event of a default in the payment of any installment of principal or interest or, if each and every of the terms and conditions of this Promissory Note or any instrument which secures or collateralize the payment of the sums hereunder are not duly performed, complied with, or

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abided by, the whole of said indebtedness then outstanding shall thereupon, at the option of the Lender, become immediately due and payable. If this Promissory Note becomes in default and is placed in the hands of an attorney, the Maker agrees to pay all and singular the costs, charges, and expenses incurred by the Lender in the enforcement of its rights hereunder, including, but not limited to reasonable attorneys' fees.

The Maker and all persons now or hereafter becoming obligated or liable for the payment, do jointly and severally waive demand, notice of non-payment, protest, notice of dishonor and presentment.

The Maker does not intend or expect to pay, nor does the Lender intend or expect to charge, collect or accept, any interest greater than the highest legal rate of interest which may be charged under any applicable law. Should the acceleration hereof or any charges made hereunder result in the computation or earning of interest in excess of such legal rate, any and all such excess shall be and the same is hereby waived by the Lender, and any such excess shall be credited by the Lender to the balance hereof.

Each Maker, endorser, or any other person, firm or corporation now or hereafter becoming liable for the payment of the loan evidenced by this Promissory Note, hereby consents to any renewals, extensions, modifications, release of security or any indulgence shown to or any dealings between the Lender and any party now or hereafter obligated hereunder, without notice, and jointly and severally agree that they shall remain liable hereunder notwithstanding any such renewals, extensions, modifications or indulgences, until the debt evidenced hereby is fully paid.

The Maker agrees to pay a late charge equal to **TEN (10.0%) percent** of each payment of principal and or interest which is not paid within five (5) days of the date on which it is due. In the event that any payment is returned on account of insufficient or uncollected funds, maker shall additionally be liable for a return check charge of 5.0% of the amount of the check.

This Note does not contain a Prepayment Penalty. Borrower irrevocably waives the right to direct the application of any and all payments at any time hereafter received by Lender from or on behalf of Borrower, and Borrower irrevocably agrees that Lender shall have the continuing exclusive right to apply any and all such payments against the then due and owing obligations of Borrower in such order of priority as Lender may deem advisable.

Any payment of principal and or interest due under this Promissory Note which is not promptly paid on the date such payment becomes due, shall bear interest at the highest rate allowable by law commencing on the date immediately following the day upon which the payment was due. Upon the occurrence of any event of default as defined herein, all sums outstanding under this Promissory Note shall thereon immediately bear interest at the highest rate allowable by law, without notice to the Maker or any guarantor or endorser of this Promissory Note, and without any affirmative action or declaration on the part of the Lender.

This Promissory Note shall be construed and enforced according to the laws of the State of Florida, excluding all principles of choice of laws, conflict of laws or comity.

This Promissory Note and corresponding mortgage is hereby made for investment purposes only and is not intended for the use of a primary or homestead residence as defined by the Article X of the Florida Constitution.

The terms of this Promissory Note may not be changed orally.

From time to time, this Note may be extended or renewed in whole or in part; and at the time of any such extension or renewal, the rate of interest hereunder may be changed and/or fees in consideration thereof may be imposed and any related right or security may be waived, exchanged, surrendered or otherwise dealt with, all without affecting the liability of the maker, endorsers and guarantors, each of whom shall remain liable hereunder until the debt represented hereby is paid in full to the holder. The release of any party liable upon or in respect to this Note shall not release any other such party.

The purpose of this Promissory Note is for either business, commercial or agricultural purposes and as such is exempt from the provisions of the Real Estate Settlement and Procedures Act, Truth in Lending Act and Regulations X and Z.

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THE LENDER AND EACH BORROWER (MAKER), ENDORSER AND GUARANTOR OF THIS PROMISSORY NOTE HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVE THE RIGHT WHICH HE, SHE OR IT MAY HAVE TO A TRIAL BY JURY WITH RESPECT TO ANY LITIGATION BASED HEREON OR ARISING OUT OF, UNDER, OR IN CONNECTION WITH THIS PROMISSORY NOTE, OR ANY LOAN DOCUMENTS EXECUTED IN CONNECTION HEREWITH, OR THE FINANCING CONTEMPLATED HEREBY, OR ANY COURSE OF CONDUCT, COURSE OF DEALINGS, STATEMENTS (WHETHER ORAL OR WRITTEN) OR THE ACTIONS OF ANY PARTY HERETO. THIS PROVISION IS A MATERIAL INDUCEMENT FOR THE MORTGAGEE EXTENDING THE LOAN EVIDENCED BY THIS PROMISSORY NOTE.

CELTIC ENTERPRISES, LLC,
a Wyoming limited liability company


Date 3/13/2021
BY: JONATHAN PAUL ("JP") MARONEY, Manager


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**ACH RIDER TO PROMISSORY NOTE
(Interest Only)**

Rider To: Interest Only Note

Loan Number: 21-2379

THIS RIDER to Interest Only Note ("The Rider") is made on March 13th, 2021 and is incorporated into and shall be deemed to amend and supplement that certain Promissory Note of even date herewith (The "Note") given by CELTIC ENTERPRISES, LLC, a Wyoming limited liability company (The "Borrower(s)") to BENWORTH CAPITAL PARTNERS, LLC., a Florida limited liability company (hereinafter the "Lender") which Note is secured by that certain Mortgage (The "Mortgage") of even date herewith and covering the property more particularly described therein and located at:

LOT 32, LANSING ISLAND, PHASE ONE, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 36, PAGE 13, PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA, LESS THE NORTH FOUR FEET THEREOF.

TOGETHER WITH:

A PARCEL OF LAND BEING A PORTION OF LOT 32 OF LANSING ISLAND, RECORDED IN PLAT BOOK 36, PAGE 13, OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCE AT THE SOUTHEAST CORNER OF SAID LOT 32 AND RUN NORTH 12 DEGREES 19 MINUTES 34 SECONDS WEST ALONG THE EAST LINE OF SAID LOT, A DISTANCE OF 77.83 FEET TO THE POINT OF CURVATURE OF A 1738.81 FOOT RADIUS CURVE TO THE LEFT; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE AND SAID EAST LINE OF LOT 32, THRU A CENTRAL ANGLE OF 02 DEGREES 15 MINUTES 26 SECONDS, A DISTANCE OF 68.50 FEET TO THE POINT OF BEGINNING; THENCE DEPARTING SAID EAST LINE, RUN SOUTH 81 DEGREES 45 MINUTES 51 SECONDS WEST, A DISTANCE OF 276.35 FEET TO A 4 INCH BY 4 INCH CONCRETE MONUMENT STAMPED LS NO.3353 ON THE NORTH LINE OF SAID LOT 32; THENCE SOUTH 22 DEGREES 50 MINUTES 46 SECONDS EAST, A DISTANCE OF 4.12 FEET TO A POINT ON THE SOUTH LINE OF THE NORTH 4 FEET OF SAID LOT 32; THENCE NORTH 80 DEGREES 56 MINUTES 05 SECONDS EAST, ALONG SAID SOUTH LINE, A DISTANCE OF 275.34 FEET TO THE POINT OF BEGINNING.

A/K/A 143 LANSING ISLAND DRIVE, INDIAN HARBOUR BEACH, FL 32937

In addition to the terms and conditions contained in the Note, the Borrower acknowledges and agrees that Borrower will execute an Agreement for Preauthorized Loan Payments via ACH DEBIT (with a financial institution of their choosing) for the purpose of automatically debiting monthly mortgage payments between the first (1st) and sixth (6th) days of every month for the life of the loan. If any automatic payment is not made then the loan discount provided will be null and

void. In the event the loan discount provided is null and void the interest rate will increase to the base rate of 10.00 percent.

**CELTIC ENTERPRISES, LLC,
a Wyoming limited liability company**


Date 3/3/2021
BY: JONATHAN PAUL ("JP") MARONEY, Manager

ALLONGE ENDORSING MORTGAGE NOTE

This Allonge (the "Allonge") is being executed and delivered by **BENWORTH CAPITAL PARTNERS LLC.**, ("Originator") as of March 13th, 2021, to endorse the Mortgage Note made by **CELTIC ENTERPRISES, LLC**, a Florida limited liability company, dated as of March 13th, 2021, and payable to Originator, to which this Allonge is attached and made a part (togethertogether with all extensions, renewals, replacements and amendments thereto, the "Note").

The Note relates to the following loan information:

Loan Number:	21-2379
Mortgagor(s) Name(s):	Celtic Enterprises, LLC
	C/O Jonathan Paul Maroney
Property Address:	143 Lansing Island Drive, Indian Harbour Beach, FL 32937
Amount of Note:	\$1,800,000.00

NOW THEREFORE, the Note is hereby endorsed payable to the order of: **Capital Partners 2, LLC 55.555556%, Benfam Holdings LLC 2.500%, Mira Holdings, LLC 14.166667%, The Maria L. Santayana Living Trust 13.888889%, ZF Capital LLC 13.888889%**, with recourse.

IN WITNESS WHEREOF, Originator has duly executed and delivered this Allonge by its authorized officer to be effective as of.

Name of Originator:
BENWORTH CAPITAL PARTNERS LLC



Name: **Bernardo Navarro**
Title: **President**

THIS INSTRUMENT PREPARED BY:

Gyvonne M. Garcia, Esq.
Alfred F. Andreu, P.A.
7000 SW 97th Avenue
Suite 201
Miami, Florida 33173

MORTGAGE DEED AND SECURITY AGREEMENT

THIS MORTGAGE DEED AND SECURITY AGREEMENT (hereinafter referred to as the "Mortgage") executed and delivered 13th day of March, 2021, by CELTIC ENTERPRISES, LLC, a Wyoming limited liability company, (hereinafter individually or collectively referred to as the "Mortgagor"), whose mailing address is 143 LANSING ISLAND DRIVE, INDIAN HARBOUR BEACH, FL 32937 to BENWORTH CAPITAL PARTNERS, LLC., a Florida limited liability company, whose business address is 7000 SW 97th Avenue, Suite 201, Miami, Florida 33173, hereinafter individually or collectively called "Mortgagee")

WTNESSETH THAT:

FOR DIVERS GOOD AND VALUABLE CONSIDERATIONS and also in consideration of the promissory note or notes in the amount of **ONE MILLION EIGHT HUNDRED THOUSAND AND 00/100 DOLLARS (\$1,800,000.00)** of even date herewith (hereinafter referred to as the "Note"), the Mortgagor does grant, bargain sell, alien, remise, release, convey and confirm unto the Mortgagee, in fee simple, all of that certain tract of land which the Mortgagor is now seized and possessed and in actual possession, situate in BREVARD county, State of Florida, legally described as follows:

LOT 32, LANSING ISLAND, PHASE ONE, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 36, PAGE 13, PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA, LESS THE NORTH FOUR FEET THEREOF.

TOGETHER WITH:

A PARCEL OF LAND BEING A PORTION OF LOT 32 OF LANSING ISLAND, RECORDED IN PLAT BOOK 36, PAGE 13, OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCE AT THE SOUTHEAST CORNER OF SAID LOT 32 AND RUN NORTH 12 DEGREES 19 MINUTES 34 SECONDS WEST ALONG THE EAST LINE OF SAID LOT, A DISTANCE OF 77.83 FEET TO THE POINT OF CURVATURE OF A 1738.81 FOOT RADIUS CURVE TO THE LEFT; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE AND SAID EAST LINE OF LOT 32, THRU A CENTRAL ANGLE OF 02 DEGREES 15 MINUTES 26 SECONDS, A DISTANCE OF 68.50 FEET TO THE POINT OF BEGINNING; THENCE DEPARTING SAID EAST LINE, RUN SOUTH 81 DEGREES 45 MINUTES 51 SECONDS WEST, A DISTANCE OF 276.35 FEET TO A 4 INCH BY 4 INCH CONCRETE MONUMENT STAMPED LS NO.3353 ON THE NORTH LINE OF SAID LOT 32; THENCE SOUTH 22 DEGREES 50 MINUTES 46 SECONDS EAST, A DISTANCE OF 4.12 FEET TO A POINT ON THE SOUTH LINE OF THE NORTH 4 FEET OF SAID LOT 32; THENCE NORTH 80 DEGREES 56 MINUTES 05 SECONDS EAST, ALONG SAID SOUTH LINE, A DISTANCE OF 275.34 FEET TO THE POINT OF BEGINNING.

A/K/A 143 LANSING ISLAND DRIVE, INDIAN HARBOUR BEACH, FL 32937

TOGETHER WITH all structures and improvements now and hereafter located thereon, the rents, issues and profits thereof, all furniture, furnishings, fixtures and equipment now located thereon, and also all gas and electric fixtures, heaters, air conditioning, equipment, machinery, motors, baths, tubs, sinks, water closets, faucets, pipes and other plumbing and heating fixtures, refrigerators, blinds, and other window treatments, which are now or may hereafter pertain to or be used with, in or on said premises, and which, even though they be detached or detachable, are and shall be deemed to be fixtures and accessions to the freehold and a part of the realty, and all additions thereto and replacements thereof, which real property, improvements and personally shall hereinafter collectively be referred to as the "Mortgaged Property".

TO HAVE AND TO HOLD the same, together with the tenements and hereditament and

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appurtenances, unto the Mortgagee in fee simple, forever.

THIS IS A FIRST MORTGAGE, and the Mortgagor does covenant with the Mortgagee that Mortgagor is indefeasibly seized of the Mortgaged Property in fee simple; that the Mortgagor has full power and lawful right to convey the Mortgaged Property in fee simple as aforesaid; that the Mortgaged Property is free from all encumbrances except as specified herein; that the Mortgagor will make such further assurances to perfect the fee simple title to the Mortgaged Property in the Mortgagee as may reasonably be required; and that the Mortgagor does hereby fully warrant the title to the Mortgaged Property, and will defend the same against the lawful claims of all persons whomsoever.

PROVIDED ALWAYS, that if the Mortgagor shall pay unto the Mortgagee or otherwise perform and fulfill his obligations with respect to the indebtedness or obligation evidenced by the Note, and shall perform, comply with and abide by each and every one of the stipulations, agreements, conditions and covenants of the Note and this Mortgage, then this Mortgage and the estate thereby created shall cease and be null and void.

AND THE MORTGAGOR HEREBY COVENANTS AND AGREES AS FOLLOWS:

1. PERFORMANCE OF NOTE AND MORTGAGE. The Mortgagor shall pay or otherwise fully perform his obligations with respect to the payment of all and singular the principal, interest and other sums of money payable by virtue of the Note and this Mortgage, or either, promptly on the days when the same severally become due and payable, and shall perform, comply with and abide by each and every of the stipulations, agreements, conditions and covenants set forth in the Note and this Mortgage.

2. TAXES AND OTHER CHARGES. Mortgagor shall pay when due and payable and before any interest, charge or penalty is due thereon, without any deduction, defalcation or abatement, all taxes, assessments, levies, liabilities, obligations, encumbrances, water and sewer rents and all other charges or claims of every nature and kind which may be imposed, suffered, placed, assessed, levied, or filed at any time against Mortgage, the Mortgaged Property or any part thereof or against the interest of Mortgagee therein, or which by any present or future law may have priority over the indebtedness secured hereby either in lien or in distribution out of the proceeds of any judicial sale, without regard to any law heretofore or hereafter to be enacted imposing payment of the whole or of any part upon Mortgagee; and insofar as any such tax, assessment, levy, liability, obligation or encumbrance is of record, the same shall be promptly satisfied and discharged of record and the original official document (such as, for instance, the tax receipt or the satisfaction paper officially endorsed or certified) shall be placed in the hands of Mortgagee no later than such dates; provided, however, that if, pursuant to this Mortgage or otherwise, Mortgagor shall have deposited with Mortgagee before the due date thereof sums sufficient to pay any such taxes, assessments, levies, water and sewer rents, charges or claims, and Mortgagor is not otherwise in default, they shall be paid by Mortgagee; and provided further, that if Mortgagor in good faith and by appropriate legal action shall contest the validity of any such items or the amount thereof, and shall have established on its books or by deposit of cash with Mortgagee, as Mortgagee may elect, a reserve for the payment thereof in such amount as Mortgagee may require, then Mortgagor shall not be required to pay the item or to produce the required receipts: (a) while the reserve is maintained; and (b) so long as the contest operates to prevent collection, is maintained and prosecuted with diligence, and shall not have been terminated or discontinued adversely to Mortgagor. Mortgagor shall furnish Mortgagee with annual received tax bills evidencing payment within ninety (90) days from their initial due date.

3. INSTALLMENTS FOR INSURANCE, TAXES AND OTHER CHARGES. Without limiting the effect of Paragraphs 2 or 5 hereof, Mortgagee may require Mortgagor to pay to Mortgagee, monthly with the monthly installments of principal and interest, an amount equal to one-twelfth (1/12) of the annual premiums for the insurance policies referred to hereinabove and the annual real estate taxes, water and sewer rents, any special assessments, charges or claims and any other item which at any time may be or become a lien upon the Mortgaged Property prior to the lien of this Mortgage; and on demand from time to time Mortgagor shall pay to Mortgagee any additional sums necessary to pay the premiums and other items, all as estimated by Mortgagee. The amounts so paid shall be used in payment thereof if Mortgagor is not otherwise in default hereunder. No amount so paid shall be deemed to be trust funds but may be commingled with general funds of Mortgagee, and no interest shall be payable thereon. If, pursuant to any provision of the Mortgage, the whole amount of the unpaid principal debt becomes due and payable, Mortgagee shall have the right, at its

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election, to apply any amount so held against the entire indebtedness secured hereby. At Mortgagee's option, Mortgagee from time to time may waive, and after any such waiver may reinstate, the provisions of this Paragraph requiring monthly payments.

4. ATTORNEY'S FEES AND COSTS. The Mortgagee shall recover from the Mortgagor, and this Mortgage shall secure payment of, all and singular the costs, charges and expenses, including but not limited to, reasonable trial, appellate, and bankruptcy attorneys' fees, because of the failure on the part of the Mortgagor to perform, comply with, and abide by, each and every of the stipulations, agreements, conditions and covenants of the Note and this Mortgage, or either, whether or not suit is brought, and every such payment made by the Mortgagee shall bear interest from the date thereof at the maximum rate permitted by law.

5. INSURANCE. The Mortgagor shall keep the buildings and improvements now or hereafter erected on the Mortgaged Property continuously insured under a policy or policies providing coverage on an "all risk" basis, in a sum not less than full insurable value, including flood insurance if requested by the Mortgagee, in a company or companies acceptable to the Mortgagee. The policy or policies of insurance shall be held by and be payable to the Mortgagee. In the event any sum of money becomes payable under such policy or policies, the Mortgagee shall have the option to receive and apply the same on account of the indebtedness secured by this Mortgage or to permit the Mortgagor to receive and use it, or any part thereof, for other purposes, without thereby waiving or impairing any equity lien or right under or by virtue of this Mortgage. In the event the Mortgagor fails to procure and maintain the insurance coverage required hereby, the Mortgagee may procure and pay for such insurance or any part thereof, without waiving or affecting its option to foreclose this Mortgage, or any right thereunder. Each and every such payment made by the Mortgagee shall be secured by this Mortgage; shall be due and payable on demand; and, shall bear interest from the date each such payment is made at the maximum rate permitted by law.

6. CARE OF THE MORTGAGED PROPERTY. The Mortgagor shall exercise reasonable care in the maintenance of the Mortgaged Property, and shall not permit, commit or suffer any waste, impairment or deterioration of the Mortgaged Property or any part thereof. In the event the Mortgagor fails to keep the Mortgaged Property in good repair, the Mortgagee may make such repairs as it may deem necessary in its sole discretion for the proper preservation thereof, and the full amount of each such payment shall be due and payable with interest at the maximum rate permitted by law on demand, and shall be secured by the lien of this Mortgage.

7. EXISTING MORTGAGES AND OTHER OBLIGATIONS. Any default upon the payments or terms and conditions of any existing mortgage(s), or any modifications and/or acceptance of future advances from any existing mortgage(s) shall constitute a default hereunder and the Mortgagee, at their option, may declare all sums due and payable and accelerate the entire indebtedness. The Mortgagee may, at its option, and without waiving its right to accelerate the indebtedness hereby secured and to foreclose the same, pay either before or after delinquency any or all of those certain obligations required by the terms hereof to be paid by the Mortgagor for the protection of the Mortgage security or for the collection of the indebtedness hereby secured. All sums so advanced or paid by Mortgagee shall be charged into the mortgage account, and every payment so made shall bear interest from the date thereof at the delinquent rate specified in said Mortgage Note, and become an integral part thereof, subject in all respects to the terms, conditions and covenants of the aforesaid Promissory Note, and this Mortgage, as fully and to the same extent as though a part of the original indebtedness evidenced by said Note and secured by this Mortgage, excepting however, that said sums shall be repaid to the Mortgagee within Fifteen (15) days after demand by Mortgagee to Mortgagor for said payment.

8. INSPECTION. Mortgagee, and any persons authorized by Mortgagee, shall have the right at any time, upon reasonable notice to Mortgagor, to enter the Mortgaged Property at a reasonable hour to inspect and photograph its condition and state of repair.

9. ACCELERATION OF MATURITY. That (a) in the event of any breach of this Mortgage or default on the part of the Mortgagors, or; (b) in the event any of said sums of money herein referred to be not promptly and fully paid within 15 days next after the same severally become due and payable, without demand or notice; or (c) in the event each and every stipulation, agreement, condition and covenants of the Note or this

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Page 3 of 8 Pages

Mortgage, any or either, are not duly, promptly and fully performed, discharged, executed, effected, completed, complied with and abided by, or; (d) in the event the Mortgagors shall fail, within five (5) days written notice by Mortgagee to execute a Mortgagor's certificate in favor of any assignee or prospective assignee of Mortgagee's interest hereunder which certificate shall contain such acknowledgements, affirmations, and covenants as may be reasonably required to enable Mortgagee to assign their interest hereunder, or (e) upon the rendering by any court of last resort of a decision that an undertaking by the Mortgagors as herein provided to pay taxes, assessments, levies liabilities, obligations and encumbrances is legally inoperative or cannot be enforced, or the event of the passage of any law changing in any way or respect the laws now in force for the taxation of mortgages or debts secured thereby, or the manner of collection of any such taxes, so as to affect this Mortgage or the debt secured hereby; then in either or any such event, the said aggregate sum mentioned in said Note then remaining unpaid, with interest accrued, and all monies secured hereby shall become due and payable forthwith, or thereafter, at the option of the Mortgagee, as fully and completely as if all of the sums of money were originally stipulated to be paid on such day, anything in the Note and/or in this Mortgage to the contrary notwithstanding; and thereupon or thereafter, at the option of the Mortgagee, without notice or demand, suit at law or in equity, therefore, or thereafter begun, may be prosecuted as if all money secured hereby had matured prior to its institution.

10. NO ADDITIONAL FINANCING. Borrower hereby covenants and agrees that Mortgagor shall not procure any secondary or subordinate financing in connection with the Mortgaged Property.

11. DEFENSE OF MORTGAGED PROPERTY AND MORTGAGE. If any action or proceeding shall be commenced by any person other than the Mortgagee, and Mortgagee is made a party, or in which it shall become necessary for Mortgagee to defend or take action to uphold or defend the lien of this Mortgage, all sums paid or incurred by the Mortgagee for the expense of any litigation, including court costs and attorneys' fees incurred in any trial, appellate, and bankruptcy proceedings, to prosecute or defend the rights and liens created by this Mortgage shall be paid by the Mortgagor, together with interest thereon at the maximum rate permitted by law from the date thereof, and any such sum and interest thereon shall be a claim upon the Mortgaged Property, attaching or accruing subsequent to the lien of this Mortgage, and shall be secured by the lien of this Mortgage.

12. CONDEMNATION. In the event the Mortgaged Property or any part thereof shall be condemned under the power of eminent domain, the Mortgagee shall have the right to demand that all damages awarded for such taking be paid to the Mortgagee and shall be entitled to receive same, up to the aggregate amount then remaining unpaid on the Note and this Mortgage, and any such sums shall be applied to the payments last payable thereof.

13. SUBROGATION. To the extent of the indebtedness of Mortgagor to Mortgagee as described in the Note, the Mortgagee shall be subrogated to the lien and the rights of the owners and holders of each and every mortgage, lien or other encumbrance on the Mortgaged Property which is paid or satisfied, in whole or in part, out of the proceeds of the Note. The respective liens of such mortgages, liens or other encumbrances shall be and are hereby security for the Note, as if they had been regularly assigned, transferred, and delivered unto the Mortgagee, notwithstanding the fact that the same may be set aside and canceled of record. It is the intention of the parties hereto that the prior mortgages, liens or other encumbrances will be satisfied and canceled of record by the holders thereof at or about the time of the recording of this Mortgage.

14. APPOINTMENT OF RECEIVER. At any time while a suit is pending to foreclose or to reform this Mortgage or to enforce any claims arising hereunder, the Mortgagee may apply to a court of appropriate jurisdiction for the appointment of a Receiver, and such court shall forthwith appoint a Receiver of the Mortgaged Property, including all and singular the income, profits, rents, issues and revenues from whatever source derived. The Receiver shall have all the broad and effective functions and powers in anywise entrusted by a court to a Receiver, and such appointment shall be made by such court as an admitted equity and as a matter of absolute right to the Mortgagee without reference to the adequacy or inadequacy of the value of the Mortgaged Property, or to the solvency or insolvency of the Mortgagor or the Defendants. All income, profits, rents, issues and revenues collected by the Receiver shall be applied by such Receiver according to the lien of this Mortgage, and the practice of such court.

15. NO TRANSFER OF MORTGAGED PROPERTY. It is expressly agreed that should the Mortgagor convey title to the Mortgaged Property or any legal or equitable interest therein, to any person, firm or corporation or shall permit or create any further encumbrances upon the Mortgaged Property without the prior written approval of the Mortgagee to such conveyance or encumbrance, all sums outstanding under the Note and secured by this Mortgage shall become immediately due and payable, at the option of the Mortgagee.

16. ASSIGNMENT OF RENTS, ISSUES AND PROFITS. Mortgagor does hereby bargain, sell, transfer, assign, convey, set over and deliver unto Mortgagee, as security for the payment and performance of all the terms and conditions of the Note and Mortgage, and any and all amendments, extensions and renewals thereof, all Leases affecting the demised premises or any part thereof now existing or which may be executed at any time in the future during the life of this Mortgage, and all amendments, extensions and renewals of said leases and any of them, and all rents and other income which may now or hereafter be or become due or owing under the Leases, and any of them, on account of the use of the demised premises, it being intended hereby to establish a complete transfer of the leases hereby assigned and all the rents and other income arising thereunder and on account of the use of the demised premises unto Mortgagee, with the right, but without the obligation, to collect all of said rents and other income which may become due during the life of the Note and Mortgage. Mortgagor agrees to deposit with Mortgagee upon demand such leases as may from time to time be designated by Mortgagee. Although it is the intention of the parties that this shall be a present assignment, it is expressly understood and agreed, anything herein contained to the contrary notwithstanding, that the Mortgagee shall not exercise any of the rights or powers herein conferred upon it until a default shall occur under the terms and provisions of the Note and Mortgage, but upon the occurrence of any default the Mortgagee shall be entitled, upon notice to the tenants, to all rents and other amounts then due under the leases and thereafter accruing, and this Mortgage shall constitute a direction to and full authority to the tenants, lessees or other occupants of the premises (hereinafter collectively referred to as the "Tenants") to pay all said amounts to the Mortgagee without proof of the default relied upon. The Tenants are hereby irrevocably authorized to rely upon and comply with any notice of demand by the Mortgagee for the payment to the Mortgagee of any rental or other sums which may be or thereafter become due under the leases, or for the performance of any of the Tenants undertakings under the leases and shall have no right or duty to inquire as to whether any default under the Mortgage has actually occurred or is then existing.

17. MORTGAGE CONSTITUTES SECURITY AGREEMENT. This Mortgage also constitutes a security agreement as defined under the Uniform Commercial Code. The Mortgagor hereby grants to the Mortgagee a security interest in and to all furniture, furnishings, equipment, machinery, and personal property of every nature whatsoever now owned or hereafter acquired by the Mortgagor located upon the Mortgaged Property together with all proceeds therefrom. The Mortgagor shall execute any and all documents as the Mortgagee may request, including, without limitation, financing statements pursuant to the Uniform Commercial Code as adopted by the State of Florida, to preserve and maintain the priority of the lien created hereby on property which may be deemed personal property or fixtures. The Mortgagor hereby authorizes and empowers the Mortgagee to execute and file on behalf of the Mortgagor all financing statements and refiling and continuations thereof as the Mortgagee deems necessary or advisable to create, preserve or protect said lien. The Mortgagor and Mortgagee expressly agree that the filing of a financing statement shall never be construed as in anywise derogating from or impairing the express declaration and intention of the parties hereto that all such personally located on or utilized in connection with the real property encumbered by this Mortgage shall at all times and for all purposes, in all proceedings both legal and equitable, be deemed a part of the real property encumbered by this Mortgage.

18. CONDITION OF PROPERTY. The Mortgagor will not remove or demolish any building on said property without the written consent of the mortgagee; and will not permit, commit or suffer any waste, impairment or deterioration of said property or any part thereof, and will keep the same and improvements thereon in good condition and repair. The Mortgagor will make no additions, alterations or improvements except by a licensed contractor pursuant to all required building permits issued by the appropriate governmental authorities.

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19. MORTGAGE SECURES INDEBTEDNESS. It is expressly agreed and understood that this Mortgage secures the indebtedness or the obligation of the Mortgagor to the Mortgagee with respect to the Note, as same is evidenced by the Note, and all renewals, extensions and modifications thereof. This Mortgage shall not be deemed released, discharged or satisfied until the entire indebtedness evidenced by the Note is paid in full.

20. MORTGAGEE'S REMEDIES CUMULATIVE. The Mortgagor agrees that all rights of the Mortgagee hereunder shall be separate, distinct, and cumulative, and that none shall be in exclusion of the other, and that no act of the Mortgagee shall be construed as an election to proceed under any provision of covenant herein to the exclusion of any other, notwithstanding anything herein to the contrary.

21. FUTURE ADVANCES. Pursuant to the laws of the State of Florida, this Mortgage shall secure not only the existing indebtedness evidenced by the Note, but also such future advances as may be made by Mortgagee to Mortgagor in accordance with the Note, this Mortgage, or any other Loan Document, whether or not such advances are obligatory or are 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, and the total amount of indebtedness that shall be so secured by this Mortgage may decrease or increase from time to time, provided that the total unpaid balance so secured at any one time shall not exceed a principal amount of --- **THREE MILLION SIX HUNDRED THOUSAND AND 00/100 DOLLARS (\$3,600,000.00)** --- plus interest thereon and plus any disbursements made for the payment of taxes, levies or insurance on the property covered by the lien of this Mortgage, together with interest on such disbursements.

22. HAZARDOUS MATERIALS. The Mortgagor agrees that it will not use, generate, store or dispose of Hazardous Materials on the Property. For purposes hereof, "hazardous materials" include (but are not limited to) materials defined as "hazardous waste" under the Federal Resource Conservation and Recovery Act and similar state laws, or as "hazardous substances" under the Federal Comprehensive Environmental Response, Compensation and Liability Act and similar state laws. Hazardous materials include (but are not limited to) solid, semi-solid, liquid or gaseous substances which are toxic, ignitable, corrosive, carcinogenic or otherwise dangerous to human, plant or animal health and well-being. Examples of hazardous waste include paints, solvents, chemicals, petroleum products, batteries, transformers, and other discarded man-made materials with hazardous characteristics. Mortgagee shall have all remedies at law and equity for failure of Mortgagor to carry out the foregoing obligation, including but not limited to specific performance, damages, reasonable attorneys' fees and court costs. This provision shall survive payment of the Note and termination of this Mortgage.

23. REPRESENTATIONS AND WARRANTIES. In order to induce Mortgagee to make the Loan, Mortgagor represents and warrants that: (a) there are no actions, suits or proceedings pending or threatened against or affecting Mortgagor or any portion of the Property, or involving the validity or enforceability of this Mortgage or the priority of its lien, before any court of law or equity or any tribunal, administrative board or governmental authority, and Mortgagor is not in default under any other indebtedness or with respect to any order, writ, injunction, decree, judgment or demand of any court or any governmental authority; (b) the execution and delivery of the Note, this Mortgage and all other Loan Documents do not and shall not (i) violate any provisions of any law, rule, regulation, order, writ, judgment, injunction, decree, determination or award applicable to Mortgagor or any other person executing the Note, this Mortgage or other Loan Documents, nor (ii) result in a breach of, or constitute a default under, any indenture, bond, mortgage, lease, instrument, credit agreement, undertaking, contract or other agreement to which Mortgagor or such other person is a party or by which either or both of them or their respective properties may be bound or affected; (c) the Note, this Mortgage and all other Loan Documents constitute valid and binding obligations of Mortgagor and any other person executing the same, enforceable against Mortgagor and such other person(s) in accordance with their respective terms; (d) there is no fact that mortgagor and any guarantor(s) of the Loan have not disclosed to Mortgagee in writing that could materially adversely affect their respective properties, business or financial conditions or the Premises or any other collateral for the Loan; (e) Mortgagor and any guarantor(s) of the Loan have duly obtained all permits, licenses, approvals and consents from, and made all filings with, any governmental authority (and the same have not lapsed nor been rescinded or revoked) which are necessary in connection with the execution and delivery of this Mortgage and any other Loan Document, the making of the Loan, the

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performance of their respective obligations under any Loan Document, or the enforcement of any Loan Document; and that all such representations and warranties shall survive the closing of the Loan and any bankruptcy proceedings.

24. SEVERABILITY OF INVALID PROVISIONS. In the event any provision of the Note and or this Mortgage should be held unconstitutional, illegal or unenforceable for any reason, such provision shall not affect, alter, or otherwise impair any other provision of the Note and or this Mortgage.

25. NO WAIVER. It is expressly agreed and understood that a waiver by the Mortgagor of any right or rights conferred to it hereunder with regard to any one transaction or occurrence shall not be deemed a waiver of such right or rights to any subsequent transaction or occurrence. It is further agreed that any forbearance or delay by the Mortgagor in the enforcement of any right or remedy hereunder shall not constitute or be deemed a waiver of such right or remedy.

26. GOVERNING LAW. This Mortgage shall be construed and enforced pursuant to the laws of the State of Florida, excluding all principles of choice of laws, conflict of laws and comity.

27. HEADINGS. The headings of the articles, sections, paragraphs and subdivisions of this Mortgage are for convenience and ease of reference only, and are not to be considered a part hereof, and shall not limit or otherwise affect any of the terms or provisions hereof.

28. GENDER AND NUMBER. In this Mortgage and the Note it secures, the singular shall include the plural and the masculine shall include the feminine and neuter.

29. PARTIES BOUND; NO ORAL MODIFICATIONS. Each and every of the terms, covenants and conditions contained herein shall be binding upon the parties hereto and their successors, heirs, assigns and devisee. This Mortgage is not subject to modification other than by a written document or instrument executed by the party or parties to be charged with such modification.

30. INVESTMENT PURPOSES ONLY. This Mortgage and Note is hereby made for investment purposes only and is not intended for the use of a primary residence or homestead residence as defined by the Article X of the Florida Constitution.

31. WAIVER OF TRIAL BY JURY. EACH OF THE MORTGAGOR AND THE MORTGAGEE HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVE THE RIGHT WHICH HE, SHE OR IT MAY HAVE TO A TRIAL BY JURY WITH RESPECT TO ANY LITIGATION BASED HEREON OR ARISING OUT OF, UNDER OR IN CONNECTION WITH, THIS MORTGAGE, OR ANY OF THE LOAN DOCUMENTS OR THE FINANCING CONTEMPLATED HEREBY, OR ANY COURSE OF CONDUCT, COURSE OF DEALINGS, STATEMENTS (WHETHER ORAL OR WRITTEN) OR THE ACTIONS OF ANY PARTY HERETO. THIS PROVISION IS A MATERIAL INDUCEMENT FOR THE MORTGAGEE EXTENDING THE LOAN SECURED BY THIS MORTGAGE.

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SIGNATURE PAGE TO FOLLOW

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IN WITNESS WHEREOF, the Mortgagor has hereunto set their hands and seals the day and year first above written.

Signed, sealed and delivered
in our presence:

(Sign and Print name below signature)

CELTIC ENTERPRISES, LLC, a Wyoming limited liability company



Print Name Daniel Penaranda

Date 3/13/2021

BY: JONATHAN PAUL ("JP") MARONEY,

Manager

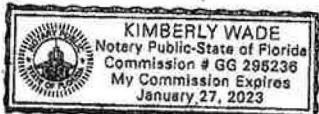


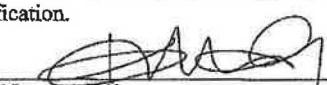
Print Name Kimberly Wade

State of Florida
County of Broward

The foregoing instrument was acknowledged before me by means of [X] physical presence or [] online notarization, this 13th day of March, 2021, by JONATHAN PAUL ("JP") MARONEY, Manager of CELTIC ENTERPRISES, LLC, a Wyoming limited liability company. He [] is personally known to me or [X] has produced a driver's license as identification.

[Notary Seal]




Notary Public

Printed Name: Kimberly Wade

My Commission
Expires: 1/27/2023

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THIS INSTRUMENT PREPARED BY:

Gyvonne M. Garcia, Esq.
Alfred F. Andreu, P.A.
7000 SW 97th Avenue
Suite 201
Miami, Florida 33173

COLLATERAL ASSIGNMENT OF LEASES, RENTS AND PROFITS

THIS ASSIGNMENT, is made and entered into this 13th day of March, 2021, by CELTIC ENTERPRISES, LLC, a Wyoming limited liability company, whose address is 143 LANSING ISLAND DRIVE, INDIAN HARBOUR BEACH, FL 32937 referred to as the "Borrower", in favor of BENWORTH CAPITAL PARTNERS, LLC, a Florida limited liability company, whose address is 7000 SW 97th Avenue, Suite 201, Miami, Florida 33173.

WITNESSETH THAT:

WHEREAS, the Borrower is the owner of that certain real property located in BREVARD County, Florida, more particularly described as follows:

LOT 32, LANSING ISLAND, PHASE ONE, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 36, PAGE 13, PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA, LESS THE NORTH FOUR FEET THEREOF.

TOGETHER WITH:

A PARCEL OF LAND BEING A PORTION OF LOT 32 OF LANSING ISLAND, RECORDED IN PLAT BOOK 36, PAGE 13, OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCE AT THE SOUTHEAST CORNER OF SAID LOT 32 AND RUN NORTH 12 DEGREES 19 MINUTES 34 SECONDS WEST ALONG THE EAST LINE OF SAID LOT, A DISTANCE OF 77.83 FEET TO THE POINT OF CURVATURE OF A 1738.81 FOOT RADIUS CURVE TO THE LEFT; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE AND SAID EAST LINE OF LOT 32, THRU A CENTRAL ANGLE OF 02 DEGREES 15 MINUTES 26 SECONDS, A DISTANCE OF 68.50 FEET TO THE POINT OF BEGINNING; THENCE DEPARTING SAID EAST LINE, RUN SOUTH 81 DEGREES 45 MINUTES 51 SECONDS WEST, A DISTANCE OF 276.35 FEET TO A 4 INCH BY 4 INCH CONCRETE MONUMENT STAMPED LS NO.3353 ON THE NORTH LINE OF SAID LOT 32; THENCE SOUTH 22 DEGREES 50 MINUTES 46 SECONDS EAST, A DISTANCE OF 4.12 FEET TO A POINT ON THE SOUTH LINE OF THE NORTH 4 FEET OF SAID LOT 32; THENCE NORTH 80 DEGREES 56 MINUTES 05 SECONDS EAST, ALONG SAID SOUTH LINE, A DISTANCE OF 275.34 FEET TO THE POINT OF BEGINNING.

A/K/A 143 LANSING ISLAND DRIVE, INDIAN HARBOUR BEACH, FL 32937

(hereinafter referred to as the "Mortgaged Properties"), and

WHEREAS, the Borrower has requested the Lender to loan and advance to the Borrower the principal sum of —— ONE MILLION EIGHT HUNDRED THOUSAND AND 00/100 DOLLARS (\$1,800,000.00) —— (hereinafter referred to as the "Loan"), and

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WHEREAS, the Lender has agreed to extend the Loan to the Borrower, and the parties have agreed that the Loan shall be secured by a mortgage encumbering the Mortgaged Properties (hereinafter referred to as the "Mortgage"), and a collateral assignment of the Borrower's entire interest in the Assigned Leases (as hereinafter defined) and the rents, profits and income arising from the Assigned Leases and the Mortgaged Properties,

NOW, THEREFORE, for valuable considerations, the receipt and sufficiency of which are hereby acknowledged, it is agreed by and between the parties as follows:

1. The Borrower hereby grants, bargains, sells, transfers, assigns, conveys, sets-over and delivers unto the Lender all of the Borrower's right, title, and interest in and to all existing leases affecting the Mortgaged Properties, if any, and all the rents, income and profits arising therefrom, and any renewals, extensions, amendments or modifications thereof, together with any and all future leases pertaining to the Mortgaged Properties, and all the rents, income and profits arising therefrom (herein collectively referred to as the "Assigned Leases"). In addition, the Borrower hereby assigns to the Lender all now existing or hereafter created or arising guaranties pertaining to the Assigned Leases.

2. This Assignment is given to secure the following:

- A. The payment by the Borrower of all other sums, together with interest, becoming due and payable to the Lender under this Assignment, the Promissory Note and Mortgage; and
- B. The performance and discharge by the Borrower of each and every obligation and agreement of the Borrower under this Assignment, the Promissory Note and Mortgage; and
- C. The payment of all costs and attorney's fees incurred by the Lender in the enforcement of this Assignment and the collection of the "Secured Obligations" (as hereinafter defined); and
- D. The payment of any and all other indebtedness, liability or obligations of the Borrower to the Lender, now existing or hereafter arising.

(The indebtedness and obligations set forth above being hereinafter collectively and singularly referred to as the "Secured Obligations").

3. The Borrower, with the intent to induce the Lender to enter into the Secured Obligations, hereby warrants, certifies and avers as follows:

- A. The Borrower is the sole owner of the entire landlord's or lessor's interest in the Assigned Leases; and
- B. The Borrower has not previously executed any assignment of the Assigned Leases or any of the rents, income and profits accruing from the Mortgaged Properties or the Assigned Leases, and has not previously performed any acts which might prevent the Lender from fully exercising its rights under the terms of this Assignment; and
- C. The Assigned Leases are valid and enforceable and have not been altered, modified, amended, terminated, or renewed, nor have any of the terms and conditions thereof been waived in any manner whatsoever, except as may have been disclosed to the Lender in writing by the Borrower prior to the execution of this Assignment and which have been

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approved in writing by the Lender; and

- D. No rent reserved in the Assigned Leases has been assigned or participated.
4. Until such time as all of the Secured Obligations have been paid-in-full and discharged, the Borrower shall:
- A. Observe and perform all obligations, conditions and covenants imposed upon the lessor or landlord under the Assigned Leases; and
 - B. Not collect any rents, income, or profits accruing under the Assigned Leases or from/the Mortgaged Properties in advance of the time when same become due and payable; and
 - C. Not execute any subsequent assignment of lessor's interest in the Assigned Leases or assignment of rents accruing under Assigned Leases or from the Mortgaged Properties, or perform any act or execute any other instrument which might prevent Lender from fully exercising its rights under this Assignment; and
 - D. Promptly notify the Lender of any notice of default given by the tenant pertaining to any breach by the Borrower of the terms and conditions of an Assigned Lease and immediately deliver to the Lender a complete copy of any such notice.
5. The Borrower shall, at the Borrower's sole cost and expense, enforce the Performance and observance of each and every covenant and condition of Assigned Leases to be performed or observed by the tenants.
6. Upon request by the Lender, the Borrower shall execute and deliver to the Lender such further assurances and assignments in the Mortgaged Properties as the Lender may from time to time require.
7. The Borrower shall not enter into any other leases upon all or any part of the Mortgaged Properties, without the prior written consent of the Lender, which consent shall not be unreasonably withheld, provided that the Lender may place restrictions on the type of occupancy permitted on the Mortgaged Properties.
8. In the event the Borrower defaults in the payment or performance of any of the Secured Obligations or the Assigned Leases, the Lender may, at its option, receive and collect all rents, income and profits derived from the Assigned Leases, as same become due, and shall be entitled to collect and receive such rents, income and profits until such time as the Secured Obligations have been satisfied and paid in full. Notwithstanding the foregoing, the Borrower may receive, collect and enjoy the rents, income and profits accruing under the Assigned Leases and the Mortgaged Properties until such time as notified by the Lender in writing that a default by the Borrower has occurred under one or more of the Secured Obligations.

9. Upon or at any time after a default by the Borrower under one or more of the Secured Obligations, the Lender may, at its option, without notice and without regard to the adequacy of the security, either in person or by agent, with or without bringing any action or proceeding, or by a receiver appointed by a court of competent jurisdiction, which said appointment of a receiver shall be deemed as a matter of right, take possession of the Mortgaged Properties and hold, manage, lease, and operate the same on such terms and for such period of time as Lender may deem proper and, with or without taking possession of the Mortgaged Properties, demand, sue for, or otherwise collect all rents, income, and profits the Mortgaged Properties, including those past due and unpaid, with full power to make from time to time all such alterations, renovations, repairs, and replacements as the Lender in its sole discretion deems proper. The

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Lender may apply such rents, income, and profits towards the payment of any expenses incurred by the Lender in managing, operating, and maintaining the Mortgaged Properties; any expenses incurred by the Lender incident to taking and retaining possession of the Mortgaged Properties; and the Secured Obligations, together with all costs and attorneys' fees. The Lender may apply such sums in such order of priority as to any of the items mentioned in this paragraph as the Lender in its sole discretion may determine, any statute, law, custom or use to the contrary notwithstanding. The exercise or non-exercise by the Lender of the options granted in this paragraph or the collection and application of any rents, income, and profits, shall not be considered a waiver of any default by the Borrower under the Promissory Note, Mortgage, Assigned Leases, or this Assignment, nor shall same be deemed an election of remedies, and Lender shall be entitled to pursue all other remedies available to the Lender under this Assignment, the Promissory Note, the Mortgage, or any remedy otherwise available to the Lender.

10. The Borrower hereby appoints the Lender as the Borrower's true and lawful attorney with full power of substitution and with power for the Lender in its own name and capacity, or in the name and capacity of the Borrower, to demand, collect, receive and give complete acquaintances for any and all rents, income and profits accruing from the Mortgaged Properties and the Assigned Leases, and, at the Lender's discretion, to file any claim or take any other action or proceeding and make any settlement of any claims, either in its own name or in the name of the Borrower, which the Lender may deem necessary or desirable in order to collect and enforce the payment of such rents, income and profits. All tenants occupying the Mortgaged Properties are hereby expressly authorized and directed to pay to the Lender, or such nominee as the Lender may designate in writing, any and all amounts due the Borrower pursuant to their respective lease, upon such tenant having first received written notice from the Lender that the Borrower is in default. The Borrower hereby authorizes all such tenants to rely on any such notice given by the Lender and such tenants are expressly relieved of any and all duty, liability, or obligation to the Borrower with respect to all payments so made. For so long as any of the Secured Obligations remain outstanding, the power of attorney granted hereunder shall be deemed to be coupled with an interest, and shall be in-voidable and absolute.

11. The Lender shall not be liable for any loss sustained by the Borrower resulting from the Lender's failure to let the Mortgaged Properties, or, from any other act or omission of the Lender in managing the Mortgaged Properties whatsoever. The Lender shall not be obligated to perform or discharge, nor does the Lender undertake to perform or discharge, any obligation, duty, or liability under the Assigned Leases or under or by reason of this Assignment.

12. The Borrower shall deliver to the Lender a current rent roll for the Mortgaged Properties within ten (10) days of the Lender's mailing of a written request for such rent roll. Each rent roll delivered to the Lender by the Borrower shall be in a form acceptable to the Lender, and shall provide such information as may be required by the Lender, including, but not limited to, the following information for each tenant occupying a portion of the Mortgaged Properties: the name of the tenant; a description of the portion of the Mortgaged Properties occupied by the tenant; the term of the tenant's lease; the monthly (or other term as may be applicable) rental; the date upon which the rental payments are due; the amount of the tenant's security deposit held by the Borrower; and, the current status of rental payments due under the lease. The Borrower's failure to deliver a rent roll to the Lender in accordance with the terms of this provision shall constitute a material default of this Assignment, and shall entitle the Lender to exercise any and all rights and remedies available to it.

13. The Borrower agrees to indemnify the Lender for, and to defend and hold the Lender harmless from, any and all liability, loss, or damage which may be incurred by the Lender under the Assigned Leases, or under or by reason of this Assignment, including any liability or loss resulting from the Lender's own negligence or the negligence of the Lender's agent's employees or representatives. The

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Borrower further agrees to indemnify, defend, and hold the Lender harmless from any and all claims and demands which may be asserted against the Lender by reason of any alleged obligation or undertaking by the Lender to perform or discharge any of the terms, covenants, or agreements contained in the Assigned Leases. In the event the Lender incurs any such liability, loss, costs or damage under the Assigned Leases, or under or by reason of this Assignment, or in defense of any such claims or demands, the amount of such liability, damage or loss, including all costs, expenses, and attorneys' fees, shall become a part of the Secured Obligations secured by this Assignment and the Mortgage, and shall bear interest from the date upon which each such payment is made at the maximum rate permitted under then applicable laws until paid. All such sums shall be paid by the Borrower immediately upon demand and, in the event the Borrower fails to immediately pay all such sums upon demand, the Lender may, at its option, declare all the Secured Obligations to be immediately due and payable. It is further understood that this Assignment shall not operate to place responsibility for the control, care, management, or repair of the Mortgaged Properties upon the Lender, nor shall it operate to make the Lender responsible or liable for any waste committed on the Mortgaged Properties by the tenants or any other parties, or for any dangerous or defective conditions of the Mortgaged Properties, or for any negligence in the management, upkeep, repair, or control of the Mortgaged Properties.

14. The Lender may take or release any other security for the payment of the Secured Obligations of the Borrower, and may release any party primarily or secondarily liable, and may apply any other security held by it to the satisfaction of the Secured Obligations, all without prejudice to any of the Lender's rights under this Assignment.

15. The Lender may, at its sole option, perform any lease covenant set forth in the Assigned Leases for or on behalf of the Borrower and any sums expended by the Lender in the performance of such covenants or conditions shall become a part of the Secured Obligations secured by this Assignment and the Mortgage, and shall bear interest from the date upon which each such payment is made at the maximum rate permitted under then applicable laws until paid. All said sums, together with accrued interest, shall be payable upon demand and shall be secured by this Assignment and the Mortgage.

16. The Borrower hereby agrees that in the event that any tenant terminates an Assigned Lease as a result of the total or partial destruction of the Mortgaged Properties or for any other reason, the Borrower shall, upon request by the Lender, deliver additional security and collateral to the Lender of such value and nature as the Lender may require. The Borrower further agrees to assign, and does hereby assign to the Lender, the Borrower's interest in and to any insurance proceeds derived from any policy of insurance covering the Mortgaged Properties. The Borrower agrees to procure and maintain any and all insurance coverage pertaining to the Mortgaged Properties as the Lender may require under the Mortgage.

17. In the event any of the terms and conditions of this Assignment or the application thereof to any persons or circumstances shall, to any extent, be invalid or unenforceable, the application of such terms and conditions to persons or to circumstances other than to those with such provisions are invalid or unenforceable, and all other terms and conditions contained herein, shall not be effected thereby.

18. It is expressly agreed and understood that the rights and remedies of the Lender under this Assignment are cumulative and in addition to, and not in lieu of, any and all other rights, and remedies which Lender may possess under the Promissory Note, Mortgage or any other instrument given as security for the Secured Obligations, now existing or hereafter arising. Nothing contained in this Assignment and no act performed or omitted by the Lender pursuant to the terms of this Assignment shall be deemed a waiver by the Lender of any rights or remedies under the Promissory Note or Mortgage, and this Assignment is

INITIALS 

made and accepted without prejudice to any rights or remedies possessed by the Lender under the terms of the Promissory Note and Mortgage.

19. This Assignment shall be construed and enforced in accordance with the laws of the State of Florida, excluding all principals of choice of laws, conflict of laws and comity.

20. Any notice required to be given to the Borrower by the Lender pursuant to the terms of this Assignment shall be conclusively deemed delivered and received if sent by certified or registered mail, return receipt requested, to the address shown on the first page hereof.

21. In the event of a default by the Borrower in the payment or performance of the Secured Obligations, or in the event the Lender retains an attorney to collect the Secured Obligations or enforce the terms of this Assignment, the Borrower shall pay to the Lender all costs incurred by the Lender, including, without limitation, reasonable trial, appellate and bankruptcy attorney's fees.

22. This Assignment shall be binding upon and inure to the benefit of the parties, their heirs, personal representatives, successors and assigns, and is not subject to modifications other than by a writing duly executed by the party or parties to be charged with such modification.

23. THE BORROWER, THE GUARANTOR AND THE LENDER HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVES THE RIGHT WHICH HE, SHE, OR IT MAY HAVE TO A TRIAL BY JURY WITH RESPECT TO ANY LITIGATION BASED ON THIS ASSIGNMENT, OR ARISING OUT OF, UNDER, OR IN CONNECTION WITH, THIS ASSIGNMENT OR THE LOAN OR OBLIGATIONS SECURED HEREBY, OR ANY DOCUMENTS EXECUTED IN CONNECTION WITH SUCH LOANS OR OBLIGATIONS, OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS (WHETHER ORAL OR WRITTEN) OR ACTIONS OF ANY PARTY HERETO. THIS PROVISION IS A MATERIAL INDUCEMENT FOR THE LENDER'S EXTENDING THE LOAN AND THE OTHER SECURED OBLIGATIONS TO THE BORROWER.

(Signature on following page)

INITIALS



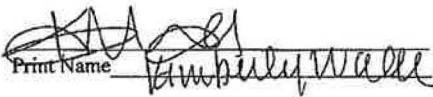
IN WITNESS WHEREOF, the Borrower has executed this Assignment as of the day and year first written above.

Signed, sealed and delivered in the presence of:



Print Name Daniel Fernandes

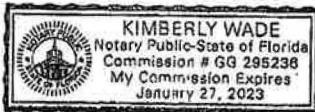
CELTIC ENTERPRISES, LLC, a Wyoming limited liability company


Print Name Kimberly Wade

BY: JONATHAN PAUL ("JP") MARONEY,
Manager

State of Florida
County of Broward

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 13th day of March, 2021, by JONATHAN PAUL ("JP") MARONEY, Manager of CELTIC ENTERPRISES, LLC, a Wyoming limited liability company. He is personally known to me or has produced a driver's license as identification.


Notary Public

[Notary Seal]

Printed Name: Kimberly Wade

My Commission

Expires:

1/27/2023

PREPARED BY AND
WHEN RECORDED RETURN TO:
Henry Jimenez
Benworth Capital Partners, LLC.
7000 SW 97th Ave, #201
Miami, FL 33173
305-445-5223

SPACE ABOVE THIS LINE FOR RECORDER'S USE

Property Address: 143 LANSING ISLAND DRIVE, INDIAN HARBOUR BEACH, FL 32937
Loan No: 21-2379
Assignment Loan No: 21-2379

** ASSIGNMENT OF DEED OF TRUST/MORTGAGE**

FOR VALUE RECEIVED, the undersigned: BENWORTH CAPITAL PARTNERS, LLC. (Assignor), with an address of 7000 SW 97th Avenue, Suite 201, Miami, FL, 33173 hereby sell, assigns, transfers and conveys to:

Mira Holdings LLC, located at 91 Island Drive, Key Biscayne, FL 33149, owning 14.166667%
ZF Capital LLC, located at 27 Pacella Park Drive, Randolph, MA 02368, owning 13.888889%
LN Investments, LLC, located at 7000 SW 97 Ave Suite #201 Miami, FL 33173, owning 2.500%
Capital Partners 2, LLC, located at 5760 SW 130 Terrace, Miami, FL 33156, owning 55.555556%
The Maria L. Saatayana Living Trust, located at 3778 SW 135 Ave, Miami, FL 33175, owning 13.888889%

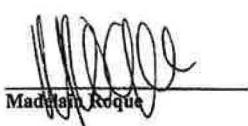
(Assignee's) all of its, the undersigned's right, title, interest and estate in and to a certain Security Instrument (i.e. Mortgage, Deed of Trust, Security Deed, Mortgage Deed, Mortgage Bond or Deed Bond) executed by CELTIC ENTERPRISES, LLC, a Wyoming limited liability company, to BENWORTH CAPITAL PARTNERS, LLC., under the date of 13th day of March, 2021, and recorded in Official Records BOOK 9055, PAGE 1663, CFN# 2021068976, of the Public Records of Brevard County, State of Florida, along with Collateral Assignment recorded in Official Records BOOK 9055, PAGE 1671, CFN# 2021068977, of the Public Records of Brevard County, State of Florida, the following described piece or parcel of land, situate and being in said County and State, with the legal description of:

Per "Exhibit A" Attached

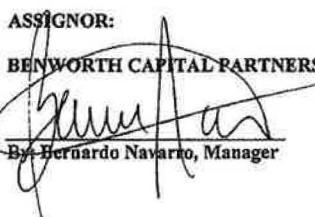
ASSIGNOR WILL CONTINUE TO SERVICE THIS MORTGAGE AND THE NOTE IT SECURES. UNLESS THESE RIGHTS ARE REVOKED BY EITHER A RECORDED WRITTEN INSTRUMENT OR A RECORDED SUBSEQUENT ASSIGNMENT, ASSIGNOR IS SPECIFICALLY AUTHORIZED ON BEHALF OF THE ASSIGNEE TO ISSUE PAYOFF LETTERS AND RECEIVE PAYMENTS AND/OR PAYOFF AMOUNTS NECESSARY TO SATISFY THE MORTGAGE.

IN WITNESS WHEREOF, BENWORTH CAPITAL PARTNERS, LLC., has caused this instrument to be signed by its authorized officer (s) has fixed its seal hereto and has caused the same to be attested by its authorized officer (s) on this 13th day of March, 2021.

WITNESSES:

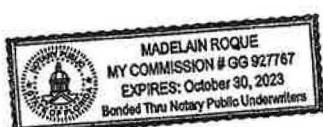

Madelain Roque

ASSIGNOR:


BENWORTH CAPITAL PARTNERS, LLC.
By: Bernardo Navarro, Manager

STATE OF FLORIDA)
COUNTY OF MIAMI-DADE)

Before me, the undersigned a Notary Public for and within said county, came Bernardo Navarro, as Manager of BENWORTH CAPITAL PARTNERS, LLC., who acknowledged before me by means of physical presence or online notarization, the execution of the above foregoing instrument to be their and said corporation's voluntary act and deed for the uses and purposes therein set forth. Witness my hand and official seal at Miami-Dade County, the State of Florida on this 13th day of March, 2021.



Notary Public

EXHIBIT C

"Exhibit A"

LOT 32, LANSING ISLAND, PHASE ONE, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 36, PAGE 13, PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA, LESS THE NORTH FOUR FEET THEREOF.

TOGETHER WITH:

A PARCEL OF LAND BEING A PORTION OF LOT 32 OF LANSING ISLAND, RECORDED IN PLAT BOOK 36, PAGE 13, OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCE AT THE SOUTHEAST CORNER OF SAID LOT 32 AND RUN NORTH 12 DEGREES 19 MINUTES 34 SECONDS WEST ALONG THE EAST LINE OF SAID LOT, A DISTANCE OF 77.83 FEET TO THE POINT OF CURVATURE OF A 1738.81 FOOT RADIUS CURVE TO THE LEFT; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE AND SAID EAST LINE OF LOT 32, THRU A CENTRAL ANGLE OF 02 DEGREES 15 MINUTES 26 SECONDS, A DISTANCE OF 68.50 FEET TO THE POINT OF BEGINNING; THENCE DEPARTING SAID EAST LINE, RUN SOUTH 81 DEGREES 45 MINUTES 51 SECONDS WEST, A DISTANCE OF 276.35 FEET TO A 4 INCH BY 4 INCH CONCRETE MONUMENT STAMPED LS NO.3353 ON THE NORTH LINE OF SAID LOT 32; THENCE SOUTH 22 DEGREES 50 MINUTES 46 SECONDS EAST, A DISTANCE OF 4.12 FEET TO A POINT ON THE SOUTH LINE OF THE NORTH 4 FEET OF SAID LOT 32; THENCE NORTH 80 DEGREES 56 MINUTES 05 SECONDS EAST, ALONG SAID SOUTH LINE, A DISTANCE OF 275.34 FEET TO THE POINT OF BEGINNING.

A/K/A 143 LANSING ISLAND DRIVE, INDIAN HARBOUR BEACH, FL 32937

MASTER MORTGAGE AND SERVICING AGREEMENT

THIS MASTER MORTGAGE SALE AND SERVICING AGREEMENT (the "agreement") is made and entered into on the date set forth below by and between BENWORTH CAPITAL PARTNERS LLC., a Florida limited liability company (the "Company"), and Capital Partners 4, LLC (the "Investor").

WHEREAS, the company is a mortgage lender licensed by the State of Florida, Office of the Comptroller, Department of Banking and Finance, Division of Finance, pursuant to Chapter 494 of the Florida Statutes;

WHEREAS, the Investor desires to acquire a mortgage loan from the Company (the "Loan"), and the Company desires to sell the Loan to the Investor, pursuant to the terms and conditions of this Agreement, and as listed on Exhibit A;

COMPOSITE EXHIBIT D

3. Servicing.

In connection with the servicing of the Loan, the parties hereto agree and acknowledge that: (a) the Investor hereby irrevocably designates and appoints the Company as its true and lawful attorney-in-fact for purposes of administering and/or servicing the Loan, to make, execute, sign, endorse, record, publish, acknowledge and file for or on behalf of the Investor, (i) all drafts, checks, or instruments made to the Company or the Investor, as payee, in connection with or related to the Loan or the matters described herein, (ii) any agreements, documents, or instruments in connection with or necessary to administer and/or service the Loan, and (iii) jointly make any decision regarding the management and servicing of the Loan, including, but not limited to, enforcing the terms of the note, selecting legal counsel for same, deciding to foreclose on the underlying property or do any other act permitted under the applicable mortgage and/or Note. The foregoing power of Attorney is hereby declared to be irrevocable and the power coupled with an interest, and shall survive the death of the Investor, if applicable, and extend to the legal representative, successors and assigns of the Investor; (iv) to execute and provide payoff statements without Investor's approval or authorization; (v) to provide satisfaction of mortgages upon receipt of payoff funds; (vi) to receive by way of wire transfer or certified funds any and all proceeds due to Investor without his prior authorization; (b) the Company shall forward monthly mortgage payments on the Loan to the Investor upon funds from such payments from the borrower(s) clearing the servicing account of the Company. The Company shall not be obligated to make any payments to the Investor in the event that the borrower has not made the required payment on the underlying Loan; and (c) the Company, as servicer of the Loan, is hereby granted the right to jointly (with investor) settle any litigation and resolve any issues prior to the commencement of litigation in connection with the loan and receive any insurance proceeds on insurance required to be purchased by the borrower under the mortgage, at its sole and absolute discretion.

4.

5.

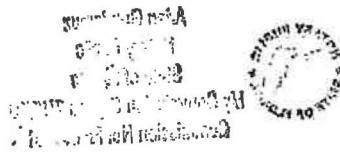
6.

7.

8. Limited Power of Attorney. The Investor hereby constitutes and appoints, and by these present do(es) hereby make, constitute and appoint BENWORTH CAPITAL PARTNERS, LLC, AND/OR BERNIE NAVARRO, true and lawful attorney for Investor and in his/her/their name, place and stead do(es) authorize him/her with regard to the execution and signature of all documents regarding this Master Mortgage and Servicing Agreement which includes but is not limited to the following: (i) to execute any required documents for the satisfaction of any mortgage, collateral assignment and promissory note in which Investor has been provided funds; (ii) to execute and

satisfy any mortgage which has been subsequently assigned to Investor; (iii) to receive in the name of the Investor any payoff proceeds by wire transfer or certified funds; (iv) to execute any document required by a closing agent, title agent, and/or title insurance underwriter to satisfy any requirements to provide Investor with payoff proceeds. All acts done in good faith shall be binding upon me/us, nor shall my/our Attorney be liable for such acts. And giving and granting unto BENWORTH CAPITAL PARTNERS, LLC, AND/OR BERNIE NAVARRO said attorney full power and authority to do and perform all and every act and thing whatsoever requisite and necessary to be done in and about the premises as fully, to all intents and purposes, as the Investor might or could do if personally present, with full power of substitution, and revocation, hereby ratifying and confirming all that BENWORTH CAPITAL PARTNERS, LLC, AND/OR BERNIE NAVARRO said attorney or his/her substitute shall lawfully do or cause to be done by virtue hereof.

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2/4/19

IN WITNESS WHEREOF, I/WE have hereunto set my/our hand(s) and seal(s) this _____ day of _____, 2018.

Signed, sealed and delivered in the presence of,

BENWORTH CAPITAL PARTNERS LLC.

By:

Print Name and Title:

Date: February 7, 2019

Witness Signature

Henry J. Ariza

Printed Name

Mildred J. Ariza

Mildred J. Ariza

Printed Name

STATE OF FLORIDA
COUNTY OF MIAMI-DADE

I hereby Certify that on this day, before me, an officer duly authorized to administer oaths and take acknowledgments personally appeared WALTER LISTA, known to me to be the person(s) described in and who executed the within power of attorney, who acknowledged before me that he/she/they executed the same.

IN TESTIMONY WHEREOF, we have hereunto subscribed our names and affixed our seals of office the day and year last above written

My Commission Expires:



Arlen Guadalupe
Notary Public
State of Florida
My Commission Expires 7/13/19
Commission No. FF 899391

Arlen Guadalupe 02/05/2019



Exhibit A

Loan#: 21-2379

Borrower: Celtic Enterprises, LLC

Property Address: 143 Lansing Island Drive

Indian Harbour Beach, FL 32937

MASTER MORTGAGE AND SERVICING AGREEMENT

THIS MASTER MORTGAGE SALE AND SERVICING AGREEMENT (the "agreement") is made and entered into on the date set forth below by and between BENWORTH CAPITAL PARTNERS LLC., a Florida limited liability company (the "Company"), and LN Investment LLC (the "Investor").

WHEREAS, the company is a mortgage lender licensed by the State of Florida, Office of the Comptroller, Department of Banking and Finance, Division of Finance, pursuant to Chapter 494 of the Florida Statutes;

WHEREAS, the Investor desires to acquire a mortgage loan from the Company (the "Loan"), and the Company desires to sell the Loan to the Investor, pursuant to the terms and conditions of this Agreement, and as listed on Exhibit A;

5.

6.

7.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date set forth below,

~~BENWORTH CAPITAL PARTNERS LLC~~

By:

Luisa Navarro
Print Name and Title: Bernardo Navarro

Date:

3/4/14

(Signature of Investor Below)

Luisa Navarro Martinez
Print Name: Luisa Navarro Martinez
Address: 300 Sevilla Ave #202
Coral Gables FL 33134

dr

(Signature of the Investor)

Luisa Navarro Martinez
Print Name: Luisa Navarro Martinez
Address: 300 Sevilla Ave #202
Coral Gables FL 33134

3/4/14
Date:



Exhibit A

Loan#: 21-2379

Borrower: Celtic Enterprises, LLC

Property Address: 143 Lansing Island Drive
Indian Harbour Beach, FL 32937

MASTER MORTGAGE AND SERVICING AGREEMENT

THIS MASTER MORTGAGE SALE AND SERVICING AGREEMENT (the "agreement") is made and entered into on the date set forth below by and between BENWORTH CAPITAL PARTNERS LLC, a Florida limited liability company (the "Company"), and MIRA HOLDINGS LLC (the "Investor").

WHEREAS, the company is a mortgage lender licensed by the State of Florida, Office of the Comptroller, Department of Banking and Finance, Division of Finance, pursuant to Chapter 494 of the Florida Statutes;

WHEREAS, the Investor desires to acquire a mortgage loan from the Company (the "Loan"), and the Company desires to sell the Loan to the Investor, pursuant to the terms and conditions of this Agreement, and as listed on Exhibit A;

5.

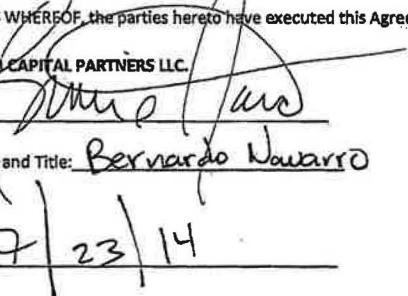
6.

7.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date set forth below,

BENWORTH CAPITAL PARTNERS LLC.

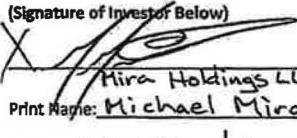
By:


Print Name and Title: Bernardo Navarro

Date:

7/23/14

(Signature of Investor Below)


Print Name: Michael Miranda

Address: 521 Santurce Ave
Coral Gables Fl 33143

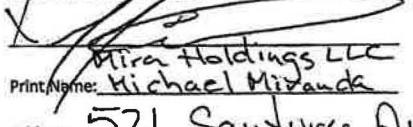
LOAN SETTLEMENT INSTRUCTION SHEET

As indicated below by the "X" marking, the undersigned hereby agrees that upon the repayment or settlement of the loan, as defined above, the proceeds from such loan shall be paid or distributed as follows:

Send all of the proceeds to me at the address indicated below.

Maintain the proceeds in a segregated account not earning interest, until such time as I instruct otherwise in writing.

(Signature of the Investor)


Print Name: Michael Miranda
Address: 521 Santurce Ave
Coral Gables Fl 33143

Date: 7/23/14



Exhibit A

Loan#: 21-2379

Borrower: Celtic Enterprises, LLC

Property Address: 143 Lansing Island Drive

Indian Harbour Beach, FL 32937

MASTER MORTGAGE AND SERVICING AGREEMENT

THIS MASTER MORTGAGE SALE AND SERVICING AGREEMENT (the "agreement") is made and entered into on the date set forth below by and between BENWORTH CAPITAL PARTNERS LLC., a Florida limited liability company (the "Company"), and The Maria L. Santayana Living Trust (the "Investor").

WHEREAS, the company is a mortgage lender licensed by the State of Florida, Office of the Comptroller, Department of Banking and Finance, Division of Finance, pursuant to Chapter 494 of the Florida Statutes;

WHEREAS, the Investor desires to acquire a mortgage loan from the Company (the "Loan"), and the Company desires to sell the Loan to the Investor, pursuant to the terms and conditions of this Agreement, and as listed on Exhibit A;

4.

5.

6.

7.

8. **Limited Power of Attorney.** The Investor hereby constitutes and appoints, and by these present do(es) hereby make, constitute and appoint BENWORTH CAPITAL PARTNERS, LLC, AND/OR BERNIE NAVARRO, true and lawful attorney for investor and in his/her/their name, place and stead do(es) authorize him/her with regard to the execution and signature of all documents regarding this Master Mortgage and Servicing Agreement which includes but is not limited to the following: (i) to execute any required documents for the satisfaction of any mortgage, collateral assignment and promissory note in which Investor has been provided funds; (ii) to execute and satisfy any mortgage which has been subsequently assigned to Investor; (iii) to receive in the name of the Investor any payoff proceeds by wire transfer or certified funds; (iv) to execute any document required by a closing agent, title agent, and/or title insurance underwriter to satisfy any requirements to provide Investor with payoff proceeds. All acts done in good faith shall be binding upon me/us, nor shall my/our Attorney be liable for such acts. And giving and granting unto BENWORTH CAPITAL PARTNERS, LLC, AND/OR BERNIE NAVARRO said attorney full power and authority to do and perform all and every act and thing whatsoever requisite and necessary to be done in and about the premises as fully, to all intents and purposes, as the Investor might or could do if personally present, with full power of substitution, and revocation, hereby ratifying and confirming all that BENWORTH CAPITAL PARTNERS, LLC, AND/OR BERNIE NAVARRO said attorney or his/her substitute shall lawfully do or cause to be done by virtue hereof.

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IN WITNESS WHEREOF, I/WE have hereunto set my/our hand(s) and seal(s) this 22 day of January, 2016.

Signed, sealed and delivered in the presence of.

BENWORTH CAPITAL PARTNERS LLC.

By:

Print Name and Title:

Date:

Bernardo Navarro

1/26/16

Mildred J. Avila

Witness Signature

Mildred J. Avila

Printed Name

RJ

Witness Signature

Florencia Carrera

Printed Name

(Signature of Investor Below)

Maria L. Santayana

Print Name: MARIA L. SANTAYANA

Address: 3778 SW 135th AVE

Date: 1-22-16

Mildred J. Avila

Witness Signature

Mildred J. Avila

Printed Name

RJ

Witness Signature

Florencia Carrera

Printed Name

STATE OF FLORIDA
COUNTY OF MIAMI-DADE

I hereby Certify that on this day, before me, an officer duly authorized to administer oaths and take acknowledgments' personally appeared Maria L. Santayana, known to me to be the person(s) described in and who executed the within power of attorney, who acknowledged before me that he/she/they executed the same.

IN TESTIMONY WHEREOF, we have hereunto subscribed our names and affixed our seals of office the day and year last above written

My Commission Expires:

Mildred J. Avila



Mildred J. Avila
COMMISSION # 36200
EXPIRES: DEC 4 2016
WWW.AARONINKJOURNAL.COM



Exhibit A

Loan#: 21-2379

Borrower: Celtic Enterprises, LLC

Property Address: 143 Lansing Island Drive
Indian Harbour Beach, FL 32937

MASTER MORTGAGE AND SERVICING AGREEMENT

THIS MASTER MORTGAGE SALE AND SERVICING AGREEMENT (the "agreement") is made and entered into on the date set forth below by and between BENWORTH CAPITAL PARTNERS LLC., a Florida limited liability company (the "Company"), and ZF Capital LLC (the "Investor").

WHEREAS, the company is a mortgage lender licensed by the State of Florida, Office of the Comptroller, Department of Banking and Finance, Division of Finance, pursuant to Chapter 494 of the Florida Statutes;

WHEREAS, the Investor desires to acquire a mortgage loan from the Company (the "Loan"), and the Company desires to sell the Loan to the Investor, pursuant to the terms and conditions of this Agreement, and as listed on Exhibit A;

3. Servicing.

In connection with the servicing of the Loan, the parties hereto agree and acknowledge that: (a) the Investor hereby irrevocably designates and appoints the Company as its true and lawful attorney-in-fact for purposes of administering and/or servicing the Loan, to make, execute, sign, endorse, record, publish, acknowledge and file for or on behalf of the Investor, (i) all drafts, checks, or instruments made to the Company or the Investor, as payee, in connection with or related to the Loan or the matters described herein, (ii) any agreements, documents, or instruments in connection with or necessary to administer and/or service the Loan, and (iii) jointly make any decision regarding the management and servicing of the Loan, including, but not limited to, enforcing the terms of the note, selecting legal counsel for same, deciding to foreclose on the underlying property or do any other act permitted under the applicable mortgage and/or Note. The foregoing power of Attorney is hereby declared to be irrevocable and the power coupled with an interest, and shall survive the death of the investor, if applicable, and extend to the legal representative, successors and assigns of the investor; (iv) to execute and provide payoff statements without investor's approval or authorization; (v) to provide satisfaction of mortgages upon receipt of payoff funds; (vi) to receive by way of wire transfer or certified funds any and all proceeds due to investor without his prior authorization; (b) the Company shall forward monthly mortgage payments on the Loan to the Investor upon funds from such payments from the borrower(s) clearing the servicing account of the Company. The Company shall not be obligated to make any payments to the investor in the event that the borrower has not made the required payment on the underlying Loan; and (c) the Company, as servicer of the Loan, is hereby granted the right to jointly (with investor) settle any litigation and resolve any issues prior to the commencement of litigation in connection with the loan and receive any insurance proceeds on insurance required to be purchased by the borrower under the mortgage, at its sole and absolute discretion.

4.

5.

6.

7.

8. Limited Power of Attorney. The Investor hereby constitutes and appoints, and by these present do(es) hereby make, constitute and appoint BENWORTH CAPITAL PARTNERS, LLC, AND/OR BERNIE NAVARRO, true and lawful attorney for Investor and in his/her/their name, place and stead do(es) authorize him/her with regard to the execution and signature of all documents regarding this Master Mortgage and Servicing Agreement which includes but is not limited to the following: (i) to execute any required documents for the satisfaction of any mortgage, collateral assignment and promissory note in which investor has been provided funds; (ii) to execute and

satisfy any mortgage which has been subsequently assigned to Investor; (iii) to receive in the name of the Investor any payoff proceeds by wire transfer or certified funds; (iv) to execute any document required by a closing agent, title agent, and/or title insurance underwriter to satisfy any requirements to provide Investor with payoff proceeds. All acts done in good faith shall be binding upon me/us, nor shall my/our Attorney be liable for such acts. And giving and granting unto BENWORTH CAPITAL PARTNERS, LLC, AND/OR BERNIE NAVARRO said attorney full power and authority to do and perform all and every act and thing whatsoever requisite and necessary to be done in and about the premises as fully, to all intents and purposes, as the Investor might or could do if personally present, with full power of substitution, and revocation, hereby ratifying and confirming all that BENWORTH CAPITAL PARTNERS, LLC, AND/OR BERNIE NAVARRO said attorney or his/her substitute shall lawfully do or cause to be done by virtue hereof.

INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, I/WE have hereunto set my/our hand(s) and seal(s) this 28 day of March, 2019.

Signed, sealed and delivered in the presence of.

BENWORTH CAPITAL PARTNERS LLC

By:

Print Name and Title: BERNARDINO NAVARRO

Date: 6/21/19

Witness Signature

Mildred J. Avila

Printed Name

Kimberly

Kristen Montalvo

Printed Name

(Signature of Investor Below)

Print Name: Kevin B Fish as Sole Member

Address: 27 Pacella Park Drive

Randolph, MA 02368

Date: March 28, 2019

Witness Signature

Velupillai K Ravindiran

Printed Name

R. Ravindiran

Witness Signature

Ranji Ravindiran

Printed Name

STATE OF FLORIDA MASSACHUSETTS
COUNTY OF MIAMI-DADE NORFOLK

I hereby Certify that on this day, before me, an officer duly authorized to administer oaths and take acknowledgments personally appeared Kevin B Fish, known to me to be the person(s) described in and who executed the within power of attorney, who acknowledged before me that he/she/they executed the same.

IN TESTIMONY WHEREOF, we have hereunto subscribed our names and affixed our seals of office the day and year last above written

My Commission Expires: 2/7/2025

Rachel Ann Costa

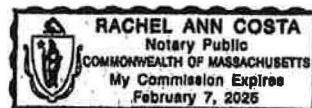




Exhibit A

Loan#: 21-2379

Borrower: Celtic Enterprises, LLC

Property Address: 143 Lansing Island Drive
Indian Harbour Beach, FL 32937



7/16/2021

Celtic Enterprises, LLC
 C/O Jonathan Paul Maroney
 100 Rialto Place, Suite 700
 Melbourne, FL 32901
 Account: 21-2379
 Property Address: 143 Lansing Island Drive, Indian Harbour Beach, FL 32937

BENEFICIARY'S DEMAND FOR PAYOFF

Dear Celtic Enterprises, LLC

You are authorized to use the following amounts to payoff the above-mentioned loan. All necessary legal documents will be forwarded to the trustee for Full Reconveyance upon receipt of payment in full.

Payoff Date	7/21/2021
Maturity Date	4/1/2022
Next Payment Due	6/1/2021
Interest Rate	18.00%
Interest Paid-To Date	5/1/2021
Principal Balance	\$1,800,000.00
Unpaid Interest	\$0.00
Accrued Interest From 5/1/2021 To 7/21/2021	\$71,753.42
Unpaid Late Charges	\$0.00
Accrued Late Charges	\$0.00
Unpaid Charges (See itemization attached)	\$1,022.82
Prepayment Penalty	\$0.00
Other Fees (See itemization attached)	\$137.50
Payoff Amount	\$1,872,913.74

We reserve the right to amend this demand should any changes occur that would increase the total amount for payoff. Please note that this demand expires on 7/22/2021, at which time you are instructed to contact this office for additional instructions (DEMAND FORWARDING FEES ARE DUE EVEN UPON CANCELLATION OF YOUR ESCROW). Fla.Stat. 201.04 requires that the mortgage be satisfied within sixty (60) days of receipt of the full payment. Benworth Capital Partners LLC is acting as servicer of this loan, the satisfaction of mortgage will be executed by the investor per the recorded assignment of mortgage. This payoff statement does not automatically cancel the borrower's enrollment in automatic debits for the scheduled mortgage payments, please contact our office to request the cancellation.

*** Payments must be received via Wire Transfer as per the attached wiring instructions. ***

Sincerely,

Maelah Roque
 Servicing Agent
 305-445-5223
 305-445-5232
 mroque@benworthcapital.com

7000 SW 97th Avenue, Suite 201
 Miami, FL 33173
www.BenworthCapital.com

EXHIBIT E



ITEMIZATION OF UNPAID CHARGES

Date	Description	Interest Rate	Unpaid Balance	Accrued Interest	Total Due
06/03/2021	NSF Payment Charge	0.000%	\$1,022.82	\$0.00	\$1,022.82
				Total	\$1,022.82

ITEMIZATION OF OTHER FEES

Description	Amount
Demand Fee	\$50.00
Wire Transfer Fee	\$15.00
Recording Fee	\$72.50
Total	\$137.50

7000 SW 97th Avenue, Suite 201
Miami, FL 33173
www.BenworthCapital.com

GUARANTY

Dated as of the 13th day of March, 2021

FOR AND IN CONSIDERATION of One Dollar (\$1.00) and Secured Party making the Mortgage Deed and Security Agreement to the Debtor, which the receipt whereof is hereby acknowledged, the undersigned (jointly and severally, if more than one), for himself, and his heirs, personal representatives successors and assigns (the "Guarantor") hereby guarantees to **BENWORTH CAPITAL PARTNERS, LLC, a Florida limited liability company**, its successors and/or assigns, as their interests may appear,, (the "Secured Party"), by acceleration or otherwise, of any and all indebtedness, obligations or liabilities of **CELTIC ENTERPRISES, LLC, a Wyoming limited liability company**, (the "Debtor") , under that certain promissory note (the "Note") in the aggregate principal amount of **ONE MILLION EIGHT HUNDRED THOUSAND AND 00/100 DOLLARS (\$1,800,000.00)** the principal of and interest on the loan outstanding under the Note, whether now existing or hereafter incurred by the Debtor, and all renewals, extensions or replacements of the Note, together with any and all other indebtedness, obligations and liabilities (primary, secondary, direct, contingent, sole, joint or several), due or to become due or which may be hereafter contracted or acquired, of the Debtor to the Secured Party, whether such indebtedness, obligations and liabilities arise in the ordinary course of business or not (including, without limitation, liabilities for overdrafts and as guarantor, endorser, and surety). The above described indebtedness, obligations and liabilities are sometimes referred to hereinafter as the indebtedness hereby guaranteed. The guarantor further agrees to pay all court costs and attorney's fees incurred in connection with the enforcement or collection hereof.

The guarantor hereby further agrees as follows:

1. The Guarantor hereby waives demand of payment, presentment, protest and notice of protest on any and all indebtedness hereby guaranteed and consents to alteration of any such indebtedness, including without limitation, alteration of the rate of interest. Payments by the Guarantor to the Secured Party pursuant to this Guaranty shall be made at the principal banking house of the Secured Party in South Miami, Florida, in the lawful money of the United States of America. The Guarantor also agrees to pay to the Secured Party any and all expenses of collection under this Guaranty and of the indebtedness hereby guaranteed, including, 'but not limited to court costs and reasonable attorney fees. Notwithstanding the foregoing, if Secured Party exercises the option to require immediate payment in full Secured Party shall give Guarantor's designated agent notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which Guarantor must pay all sums secured by the Security Instrument.

2. Any amounts received by the Secured Party from whatsoever source on account of the Debtor's indebtedness, obligations or liabilities may be applied by the Secured Party toward the payment of such of the indebtedness, obligations or liabilities, and in such order of application as the Secured Party may from time to time elect; and, notwithstanding any payments made by or for the account of Guarantor pursuant to this Guaranty, the Guarantor shall not be subrogated to any rights of the Secured Party until such time as the Secured Party shall have received payment of the full amount of all of the indebtedness hereby guaranteed.

3. The Guarantor hereby consents to the Secured Party from time to time extending the time of payment in whole or in part of any and all of the indebtedness hereby guaranteed for such time or times as the Secured Party may determine and hereby waives notice thereof to or obtaining the consent of the Guarantor. Such extension or extensions may be longer than the time for repayment of the original indebtedness hereby guaranteed. The Guarantor further agrees that this Guaranty shall apply with equal force and effect to, any renewal or renewals of any of the indebtedness hereby guaranteed. The Guarantor further consents to the Secured Party exchanging, surrendering, repledging or otherwise dealing with any of the indebtedness hereby guaranteed without impairing this Guaranty and hereby waives notice thereof to or obtaining the consent therefore of the Guarantor. The Guarantor hereby consents to the partial or total release of the Debtor or other persons primarily or secondarily liable, and to the release of all or part of any security held by the Secured Party all without notice to the Guarantor. The Secured Party shall not be obligated to acquire any security or substitute security because of the release of other security. If at any time or any part of any payment theretofore applied by the Secured Party to any indebtedness hereby guaranteed is or must be rescinded or returned by the Secured Party for any reason whatsoever (including, without limitation, the insolvency, bankruptcy or reorganization of the Debtor) such indebtedness shall for the purpose of this Guaranty, to the extent that such payment is or must be rescinded or returned, be deemed to have continued in existence notwithstanding such application by the Secured Party, and this Guaranty shall continue to be effective or be reinstated, as the case may be, as to such indebtedness as though such application by the Secured Party had not been made.

4. Notwithstanding the, death or insanity of the Guarantor, this Guaranty shall be binding upon his heirs, personal representative and estate with respect to the indebtedness hereby guaranteed including, without limitation, any of the indebtedness hereby guaranteed coming into existence after such death or insanity and prior to the actual receipt by the Secured Party of written, notice thereof from the Guarantor's legal representative. This Guaranty shall continue in full force and be binding upon the Guarantor notwithstanding the death or insanity or release of any other guarantor. The bankruptcy or insolvency of any other guarantor of the indebtedness hereby guaranteed shall not affect the obligations of the Guarantor hereunder. The obligations of the Guarantor hereunder shall survive the death of the Guarantor and shall be binding upon the heirs, personal representatives and estate of the Guarantor and upon any other surviving guarantor for all of the indebtedness hereby guaranteed coming into existence after any such death, the same as if such death had not occurred.

5. Notice by the Secured Party of the acceptance of the Guaranty is hereby waived. No act or omission of any kind by the Secured Party shall affect or impair this Guaranty and the Secured Party shall have no duties to the Guarantor. The Guarantor hereby agrees that its obligations hereunder shall be absolute and primary and shall be complete and binding as to the Guarantor and subject to no conditions precedent or otherwise. This Guaranty contains the full agreement of the Guarantor and is not subject to any oral conditions.

6. The obligations hereunder shall be continuing and irrevocable except as hereinafter provided. The obligation of the Guarantor hereunder with respect to any and all of the indebtedness, obligation and liabilities of the Debtors incurred under the Note and hereby guaranteed shall continue until all of such indebtedness obligation and liabilities have been fully paid and performed and the Note and all

obligations of the Secured Party to make loans and advances thereunder have been terminated. As to all of the other indebtedness hereby guaranteed, revocation of this Guaranty may be made by notice in writing signed by the Guarantor, or if deceased or insane, by his personal representative and delivered to the President, a Vice President, Cashier or Assistant Cashier of the Secured Party in person at the Secured Party's offices and shall become effective at the opening of business on the next business day of the Secured Party succeeding such delivery; provided however, any such notice shall not affect or impair in any manner whatsoever the obligations of this Guaranty as to any such indebtedness, obligations or liabilities of the Debtors to the Secured Party existing or committed at or before the time such notice becomes effective.

7. Secured Party may, from time to time, without notice to the Guarantor, assign or transfer any or all the indebtedness hereby guaranteed or any interest therein; and, notwithstanding any such assignment or transfer thereof, such indebtedness shall be and remain indebtedness for the purpose of this Guaranty, and each and every immediate and successive assignee or transferee of any of the indebtedness hereby guaranteed or any interest therein shall, to the extent of the interest of such assignee or transferee in the indebtedness hereby guaranteed be entitled to the benefits of this Guaranty to the same extent as if such assignee or transferee were the Secured Party; provided, however, that, unless the Secured Party shall otherwise consent in writing, the Secured Party shall have an unimpaired right, prior and superior to that of any such assignees or transferees, to enforce this Guaranty for the benefit of the Secured Party as to the indebtedness hereby guaranteed which the Secured Party has not assigned or transferred. For the purposes of this Guaranty, indebtedness shall include the indebtedness hereby guaranteed to the Secured Party, notwithstanding any right or power of the Debtors or anyone else to assert any claim or defense as to the invalidity or unenforceability of any such obligation, and no such claim or defense shall affect or impair the obligations of the Guarantor hereunder.

8. No modification or waiver hereof shall be binding on the Secured Party unless in writing signed by an officer of the Secured Party. This Guaranty shall be construed in accordance with and governed by the laws of the State of Florida. Wherever possible each provision of this Guaranty shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Guaranty shall be prohibited by or invalid under such law, such provision shall be ineffective to the extent of such prohibition or invalidity without invalidating the remainder of such provision or the remaining provisions of this Guaranty.

9. The Guarantor agrees that simultaneously with the execution of this Guaranty and within 60 days following the end of each calendar year hereafter, the Guarantor will furnish personal financial statements to the Secured Party in form satisfactory to the Secured Party.

10. The Secured Party is hereby granted a security interest for the full amount of the indebtedness hereby guaranteed, whether or not due and payable, upon all property and securities now or hereafter in the possession or custody of the Secured Party by or for the account of the Guarantor or in which the Guarantor may have an interest (all remittances and property to be deemed to be in the possession of the Secured Party as soon as put in transit to it by mail or carrier) and also upon the balance of any deposit accounts of the Guarantor with the Secured Party existing from time to time, and the Secured Party is hereby authorized and empowered at its option to appropriate any and all thereof and to apply any and all thereof and the proceeds thereof to the payment and after such indebtedness becomes due and payable. The security interest hereby granted shall come into existence and continue whether or not any such collateral is deposited to secure other obligations of the Guarantor to the Secured Party, and the

Secured Party is authorized to retain and keep any such collateral until payment and extinguishment of the indebtedness hereby guaranteed. The Guarantor agrees to pay any deficiency remaining after the Secured Party realizes on any security (whether furnished by the Debtors, the Guarantor or a third party) but the Secured Party shall not be required to first proceed against any such security.

11. Each of the undersigned Guarantors hereto irrevocably submits to the jurisdiction of the courts of the State of Florida (the "Florida State Courts") and of the United States of America for the Southern District of Florida sitting in South, Florida (the "Florida Federal Courts") for the purpose of all legal actions and proceedings with respect to, or arising out of this Guaranty. Each of the undersigned Guarantors hereto irrevocably agrees that all claims with respect to such legal action, suit or proceeding may be heard and determined in the Florida State Courts or to the extent permitted by law, in the Florida Federal Courts. Each of the undersigned Guarantors hereto irrevocably waives, to the fullest extent permitted by law, all objections which each of them may now or hereafter have to the laying of venue of any suit, action or proceeding in the Florida State Courts or the Florida Federal Courts located in South, Florida, and irrevocably waives all claims and defenses that any suit, action or proceeding brought in such courts located in South, Florida has been properly filed and the undersigned guarantor acknowledges and agrees that a final judgment in any such suit, action or proceeding shall be conclusive and binding upon such party and may be enforced against such party in other jurisdictions by suit on the judgment or in any other manner provided by law.

IN WITNESS WHEREOF, Guarantor has caused this Guaranty to be dated as of the date first written above.



By: JONATHAN PAUL ("JP") MARONEY,
Individually

Law Firm

of

Albert D. Rey, P.A.

12955 S.W. 42TH STREET
SUITE 6
MIAMI, FLORIDA 33175

Ph. (305) 597-0440

Albert D. Rey, Esquire

BOARD CERTIFIED ATTORNEY IN REAL ESTATE LAW

October 12, 2021

SERVED VIA CERTIFIED US MAIL

RRR: 70012510000304345818

& U.S. Mail

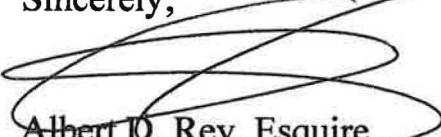
Celtic Enterprises, LLC
1712 Pioneer Ave, Ste 500
Cheyenne, WY 82001

Dear Mortgagor,

Pursuant to the terms of the Mortgage Deed and Security Agreement recorded under instrument number CFN2021068976 at Official Records Book 9055 at Page 1663 of the Public Records of Brevard County, Florida and Collateral Assignment of Leases, Rents and Profits recorded under instrument number CFN2021068977 at Official Records Book 9055 at Page 1671 of the Public Records of Brevard County, Florida and loan documents, demand is hereby made on behalf of my clients mortgagees Mira Holdings LLC (14.166667%), ZF Capital LLC (13.888889%), LN Investments, LLC (2.5%), Capital Partners 2, LLC (55.555556%) and Maria L. Santayana Living Trust (13.888889%) for the rents in mortgagor's possession or control and all rents received after this notice.

Your immediate compliance is required.

Sincerely,


Albert D. Rey, Esquire

For the Firm

Albert D. Rey, P.A.

EXHIBIT F

EXHIBIT “B”

Alexis S. Read

From: Nicole Newlon <nnewlon@jclaw.com>
Sent: Thursday, February 16, 2023 5:48 PM
To: Alexis S. Read
Cc: adrey@bellsouth.net; Idelsyevora@bellsouth.net
Subject: RE: Harbor City/Maroney - buyer financing contingencies

We will not do so.

NICOLE DEESE NEWLON
PARTNER | Johnson, Cassidy, Newlon & DeCort



Phone: 813.699.4858
Fax: 813.235.0462
Email: nnewlon@jclaw.com
Address: 3242 Henderson Blvd, Suite 210
Tampa, Florida 33609

[Website](#) | [Bio](#) | [vCard](#)

From: Alexis S. Read <asr@alexisreadlaw.com>
Sent: Thursday, February 16, 2023 5:48 PM
To: Nicole Newlon <nnewlon@jclaw.com>
Cc: adrey@bellsouth.net; Idelsyevora@bellsouth.net
Subject: RE: Harbor City/Maroney - buyer financing contingencies

Please provide a copy.



Alexis Sophia Read, Esq.
Read Law PLLC
25 SE Second Ave, Suite 828
Miami, Florida 33131
T: (305) 209-2131
asr@alexisreadlaw.com | www.alexisreadlaw.com

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From: Nicole Newlon <nnewlon@jclaw.com>
Sent: Thursday, February 16, 2023 5:42 PM
To: Alexis S. Read <asr@alexisreadlaw.com>
Cc: adrey@bellsouth.net; idelsyevora@bellsouth.net
Subject: RE: Harbor City/Maroney - buyer financing contingencies

We do not have the fully executed copy, but it has been signed by the Receiver and the buyer.

NICOLE DEESE NEWLON
PARTNER | Johnson, Cassidy, Newlon & DeCort



Phone: 813.699.4858
Fax: 813.235.0462
Email: nnewlon@jclaw.com
Address: 3242 Henderson Blvd, Suite 210
Tampa, Florida 33609

[Website](#) | [Bio](#) | [vCard](#)

From: Alexis S. Read <asr@alexisreadlaw.com>
Sent: Thursday, February 16, 2023 5:40 PM
To: Nicole Newlon <nnewlon@jclaw.com>
Cc: adrey@bellsouth.net; idelsyevora@bellsouth.net
Subject: RE: Harbor City/Maroney - buyer financing contingencies

And is this reduced to an addendum?



Alexis Sophia Read, Esq.
Read Law PLLC
25 SE Second Ave, Suite 828
Miami, Florida 33131
T: [\(305\) 209-2131](tel:(305)209-2131)
asr@alexisreadlaw.com | www.alexisreadlaw.com

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From: Nicole Newlon <nnewlon@jclaw.com>
Sent: Thursday, February 16, 2023 5:38 PM
To: Alexis S. Read <asr@alexisreadlaw.com>

Cc: adrey@bellsouth.net; idelsyevora@bellsouth.net

Subject: RE: Harbor City/Maroney - buyer financing contingencies

It was February 13th, but because these issues are ongoing, it has been moved to March 2nd or the 3rd.

NICOLE DEESE NEWLON

PARTNER | Johnson, Cassidy, Newlon & DeCort



Phone: 813.699.4858

Fax: 813.235.0462

Email: nnewlon@jclaw.com

Address: 3242 Henderson Blvd, Suite 210
Tampa, Florida 33609

[Website](#) | [Bio](#) | [vCard](#)

From: Alexis S. Read <asr@alexisreadlaw.com>

Sent: Thursday, February 16, 2023 5:35 PM

To: Nicole Newlon <nnewlon@jclaw.com>

Cc: adrey@bellsouth.net; idelsyevora@bellsouth.net

Subject: RE: Harbor City/Maroney - buyer financing contingencies

What is the closing date?



Alexis Sophia Read, Esq.

Read Law PLLC

25 SE Second Ave, Suite 828

Miami, Florida 33131

T: [\(305\) 209-2131](tel:(305)209-2131)

asr@alexisreadlaw.com | www.alexisreadlaw.com

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From: Nicole Newlon <nnewlon@jclaw.com>

Sent: Thursday, February 16, 2023 5:34 PM

To: Alexis S. Read <asr@alexisreadlaw.com>

Cc: adrey@bellsouth.net; idelsyevora@bellsouth.net

Subject: RE: Harbor City/Maroney - buyer financing contingencies

Your position is incorrect on both fronts. The buyer is cleared to close and there is a closing date. But as I've explained to counsel for the mortgage holders on many occasions, including just last week to Mr. Alvarez, it cannot close without satisfaction of the mortgage at issue in our papers. As you aptly cited today, the title company is refusing to close until there is a release or a court order requiring them to close. Hence, the motion for clarification.

NICOLE DEESE NEWLON

PARTNER | Johnson, Cassidy, Newlon & DeCort



Phone: 813.699.4858

Fax: 813.235.0462

Email: nnewlon@jclaw.com

Address: 3242 Henderson Blvd, Suite 210
Tampa, Florida 33609

[Website](#) | [Bio](#) | [vCard](#)

From: Alexis S. Read <asr@alexisreadlaw.com>

Sent: Thursday, February 16, 2023 5:32 PM

To: Nicole Newlon <nnewlon@jclaw.com>

Cc: adrey@bellsouth.net; idelsyevora@bellsouth.net

Subject: Harbor City/Maroney - buyer financing contingencies

Nicole:

What is the status of the Buyers' financing? Please confirm whether the Buyer is cleared to close. Further, please explain why there is no set closing date.



Alexis Sophia Read, Esq.

Read Law PLLC

25 SE Second Ave, Suite 828

Miami, Florida 33131

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