- (C) The excust for each budgeted item may be increased over the foregoing limitations when approved by the Unit Owners entitled to cast not less than seventy-five percent (75%) of the vote of the entire emphaship of the Association.
- (D) Copies of the budget and proposed assessments shall be transmitted to each member on or before December 1st preceding the year for which the budget is made. If the budget is amended subsequently, a copy of the amended budget shall be furnished to each member.
- Section 6. The Board of Directors shall require that a fidelity bond be obtained from all officers and employees of the Association handling or responsible for the Association funds. The amount of such bond shall be determined by the Board of Directors, and the premiums on such bond shall be paid by the L.cociation as an item or general expense.
- Section 7. All assessments paid by my bers of the Association for the maintenance and operation of the tondominium shall be utilized by the Association for the purposes of said assessments. Any excess monies received from said assessments paid by any member shall be held by the Association and the the payment of expense for maintaining and operating the limited and general common property and carrying out all of the Association's other obligations, shall be considered as general surplus to the benefit of all members.
- Section 8. The er on wents shall be collected in the manner provided for in the Occiers on of Condominium.

ARTICLE VIII: AMENLAPHTS

- Section 1. The Articles of this corporation may be amended by the members at duly constituted meetings, called for such purpose, or at an annual meeting provided notice of the proposed changes have been furnished in writing to all members or persons entitled to vote thereon, at least thirty (30) drys prior to the said meeting. No amendment shall be effective tuless approved by at least sixty-six percent (668) of the members entitled to vote in this Condominium; and provided further that as long as the comes-developer has the power to elect a materity of the Brita of Directors, no amendment shall be effective without its written approval. Members not present at a meeting constanting an amendment may express their written approval in writing within ten (10) days after such meeting.
- Section 2. The Ry-Laus may be amended by the Association in the same manner as set furth in Section 1 above for the amendment of the Articles and as provided in Article XV of the Esclaration of Condominium.
- Section 3. The Declaration of Condominium may be amended in accordance with the provisions of the Declaration c. Condominium.
- Section 4. No amendment to the Articles or the By-Lave shall be effective without the approval of a majority of the Board of Directors.
- Section 5. The effectiveness of any amendment of the Articles or By-Laws shall date from its recordation with the Clerk of the Circuit Court in Seminols County.
- Section 6. Prior to the first annual masting of the members of this Condominium, the come Jeveloper shall have the right to make changes in the Declaration. By-bays, Articles and any Exhibits thereto so long as the changes do not decrease a member's share of the general

Common expenses or Clab lease rentals, or change or modify the percentage vote which may be east by any Unit owner, or change the location of an individual Unit sold to a member or substantially decrease the size of any Unit.

The foregoing were duly adopted as the By-Laws of the Sheoth, Inc., being a corporation not for profit under the laws of the State of Florida, the first eseting of the Soard of Directors on the 9th day of October , 1972.

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Attooti_		Scott Haller Control	
(CORTOBAL	s seal)		

SUPARU TOIC

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EXHIBIT N

ARTICLES OF INCORPORATION

OP

A Corporation Not for Profit

The undersigned hereby associate themselves for the purpose of forming a corporation not for profit under Chapter 617, Plorida Statutes, and certify as follows:

anticle e

NAME

The name of the Corporation shall be Sheosh, Inc., which Corporation shall herein be referred to as the "Association".

ARTICLE IT

Purpose

The purpose for which the Corporation is organized is for operating and managing Condominium apartment buildings and grounds for the use and benefit of the owners of the Condominium apartment units.

Said Condominium shall be constructed on lands in Seminole County, Florida, as the same are described in the Declaration of Condominium for Sheosh, a Condominium, Section One.

ARTICLE III

POWERS

- A. The powers of the Association shall be, in addition to the general powers afforded in a Corporation not for profit under the statutory laws of the State of Florida, and all of the powers reasonably necessary to implement the purpose of the Association, including but not limited to the following:
- l. To operate and manage a Condominium apartment building and the lands on which it is altuated and the recreational lands. if any adjoining the building, for the use and benefit of the individual owners of the Condominium apartment units.
- 2. To carry out all of the powers and duties vested in the Association pursuant to the Declaration of Condominium and by-taws, and the Rules and Association, which shall include:
- (a) To make and collect assessments against members to delray the costs of the Condominium.
- (b) To use the proceeds of assessments in the exercise of its powers and duties.
- (c) The maintenance, repair, replacement and operation of the Condominium Property.



(d) The reconstruction of improvements after cas-

- (e) To make and exend regulations respecting the
- (7) To approve or disapprove proposed purchasers, lessees, and mortgages of apartments.
- (g) To enforce by legal means the provisions of the Condominium Documents, those Articles, the By-Laws of the Association and the Rules and Regulations for the use of the property in the Condominium.
- (h) To contract for the management of the condominium solely or together with unified management for other Condominium Associations, and to delegate to such contractor all powers and deties of the Association except such as are specifically required by the Condominium Documents to have approval of the Board of Directors or members of the Association.
- I. The Association shall be authorized to exercise and enjoy all of the powers, rights and privileges granted to, or conferred upon. non-profit corporations of a similar character by the provisions of Chapter 617.01 et acq., Florida Statutes, entitled, "Florida Corporations Not For Profit" now or hereafter in force and to do any and all the things necessary to carry out its purpose.
- and enjoy all of the powers, rights and privileges granted to or conferred upon corporations formed to operate condominium apartment buildings under the provisions of Chapter 711, Florida Statutes, 1971, as amended, now or hereafter in force.
- 5. No compensation shall be paid to Directors for their services as Directors. Compensation, however, may be paid to a Director in his or her capacity as an officer or employee or for other services rendered to the Association outside of his or her duties as a Director. In this case, compensation must be approved in advance by the Board of Directors and the Director receiving said compensation shall not be permitted to vote for said compensation. The Directors shall have the right to sat and pay all salaries or compensation to be paid to officers, employees or agents or attorneys for services rendered to the Corporation.
- 6. All funds, and the titles to all properties acquired by this Association, and the proceeds thereof, shall be held in trust for the owners of the Condominium Units in accordance with the provisions of the Declaration of Condominium and its supporting documents.
- 7. All of the powers of this Association shall be subject to and shall be exercised in accordance with the provisions of the Declaration of Condominium together with its supporting documents which govern the use of the owned and leased lands to be operated and administered by this Association.
- 5. In addition to all of the powers above granted the Association shall have the power to unter into a lease for the use of adjoining real estate for recreational purposes and for the use and benefit of the owners of individual units in the spartment building to be operated by this Association, and to assess the owners of units as Common Expenses, the obligations of



the Association incurred under any lease which may include the payment of taxes and assessments, insurance premiums, utilities, maintenance and repairs, costs of operation and any other levy as provided for in any Lease to which the Association may become party. In addition, the Association has the power to pay to the Comers of the leased premises or their assigns, any rentals called for in any lease to which the Association is a party.

ARTICLE IV

Menbership

The qualification of members, the manner of their scalesion and voting by members shall be as follows:

- A. This corporation shall be organized without any capital stock.
- B. All owners of Condominium Units in Shecah, a Condominium, shall be mambers of the Association and no other persons or other entities shall be entitled to membership provided, however, until such time as the Declaration of Condominium for Shecah, a Condominium, Section One, has been placed on record with the Clerk of the Circuit Court, the owner of the land upon which the Condominium is being eracted and subscribers hereto shall be members of the Association and entitled to one vote each until such time as the Declaration of Condominium has been recorded, after which time, unless they are owners of Condominium Units, their membership shall cause.
- C. Other persons shall become members of the Association by the recording in the public records of Seminole County, Florida, a Deed satablishing a change of record title to a Condominium Unit and the delivery to the Association of a certified copy of such Deed; the new owner(s) designated by a ich instrument thoreby becoming a member of the Association, and the membership of the prior owner(s) shall at that time be terminated.
- D. The interest of any member in any part of the real property or in the funds and sesets of the Association cannot be conveyed, assigned, mortgaged, hypothecated or transferred in any manner, except as an appurtenence to the Condominium Unit.
- E. Voting by the member of Shecch, in the affairs of this Association shall be by a percentage vote equal to the percentage share of said vote may be exercised or cast by the Owner of each Unit in such manner as will be provided in the Declaration of Condominium and in the By-Laws adopted by the Association. Should any member own more than one Condominium Unit, such member shall be entitled to cast as many votes as he owns Condominium Units in the manner provided herein and in said by-Laws.

ARTICLE V

CORPORATE EXISTENCE

This Association shall continue to exist so long as the Condominium know as Sheoah, a Condominium, shall be in existence.

article vi

A Company of the Comp

DIRECTORS

A. The business of this Association shall be conducted by a Board of Directors of not less than three nor more than nine Directors as shall be determined by the By-Laws, and in the absence of such determination, shall consist of five Directors.

B. The election of Directors, their removal, or the filling of vacancies on the Board of Directors shall be in accordance with the By-Laws of the Association.

ARTICLE VII

OPPICERS, DIRECTORS AND SUBSCRIBERS

The names and post office addresses of the first Board of Directors and the Officers and Subscribers of the Association who shall hold office until their successors are elected and qualified are as follows:

<u>names</u>	
Warron	

Warran E. Williams, Prosident, "!rector, Subscriber

Mary Ann Herring, Director

Gerald 5. Livingston, Director

Clark Morton, Director

Marilyn Williams, Secretary

Susan R. Swanson, Subscriber

Annette M. Donoho, Subscriber

POST OFFICE ADDRESSES

111 Kings Way, Winter Park, Florida 32789

708 Martin Avenue, Altamonte Springs, Florida 32789

378 Spanish Trace Drive, Altamonte Springs, FL 32701

532 New York Avenue, Winter Park, Florida 32789

111 Ringa Way, Winter Park, Plorida 32789

2814 Casa Aloma Way, Winter Park, Florida 32789

5573 N. Semoran Blvd., Apt. 710, Winter Park, FL 32789

ARTICLE VIII

BY-LAWS

The By-Laws of the Association shall be adopted by the Board of Directors. The amendment, alteration or recission of said By-Laws shall be in accordance with the provisions of said By-Laws,

ARTICLE IX

AHENDMENTS TO ARTICLES OF INCORPORATION

A. The Articles of Incorporation may be amended by the members at a duly constituted meeting for such purposes, provided, however, that no amendment shall take affect unless approved by eighty percent (80%) of the members of the Board

SEN WILL COUNTY PAGE

of Directors and by members representing over fifty percent (50%) of the votes in the Condominium as set forth in the Declaration of Condominium. Notice of the subject matter of any proposed amendment shall be included in the notice of any meeting at which a proposed amendment is considered, as provided in the By-Laws, and the amendment shall be effective from the date of recordation with the Clerk of the Circuit Court in Seminole County, Florida.

- 5. No amendment to the Articles of Incorporation shall be valid without the written consent of one hundred percent (100%) of the members and as provided in the Declaration of Condominium of Sheoah, a Condominium, Section One, as to any of the following:
- 1. No amendment may be made which in any way changes the percentage of ownership owned by any member of a Condominium Unit in the general Common Property or Limited Common Property of the Condominium, or
- 2. Which is any way modifies the vote which may be cast by any member, or
- J. Which in any way modifies the percentage of the assessments to be levied against any member for the operation and maintenance of the limited common property or general common property of the Condominium.

ARTICLE X

ASSESSMENTS AND PUNDS

- A. All assessments paid by the Owners of Condominium Units for the maintenance and operation of Sheomh, a Condominium, Section One, shall be utilized by the Association to pay for the cost of said maintenance and operation, as set forth in the Declaration and By-Laws; it being understood that any lease payments collected from Unit Comers by the Association for payment of the Cable TV Lease, shall belong to and be paid to the Lessor. The Association shall have no interest in any funds received by it through assessments from the owners of individual Condominium Units except to the extent necessary to carry out the powers vested in it as agent for said members.
- B. The Association shall make no distribution of income to its members, directors, or officers, and it shall be conducted as a non-profit corporation. The refund of unused assessments to an owner paying the same shall not constitute a distribution of income.

indersigned persons named as i	i subscribers, being the three incorporators, have hereunto affixed, 1972.
JITNESSES:	
	WARREN E. WILLIAMS
	BUSAN R. EHANSON
	AMNETTE H. DONOHO

STATE OF FLORIDA) COUNTY OF ORANGE)

On this _____ day of ______, 1972, before me personally appeared the above named Warren E. Williams, Susan R. Swanson, and Annette M. Donoho, who being duly sworn did depose and say that the foregoing document by them subscribed is true.

NOTARY PUBLIC

My Commission Espires:

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exhibit o

estinated association expenses

MARAGER	\$1,080.00
GANDHERS, REPAIRNEN INCLUDING OUTSIDE MAINTENANCE	3,276.00
Parring Lot Maintenance	300.00
INSURANCE	4,000.00
TRASE REMOVAL	1,440.00
	491.40
MATER SERVICE	672.00
ELECTRIC	420.00
TELEPHONE	1,000.00
Conlincencies	
Total	\$13,210.40

PIRST YCAR ADDROXIMATE ASSESSMENTS ON A PER UNIT MONTHLY BASIS

UNITS:			7		7		,	4	_	4.		S		7		9			*	14	٥	٥.	0	4	٠	ď		•	\$26.6
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UNITI	388				,	e			•			41	6				٠	•	a		*	•			•	7.			

NOTE: You also are aware that there is an additional charge per month to Highland Homeowner's Association which has been referred to in the Declaration. Pros January 1, 1973 to January 1, 1974, the Homeowner's Association ise has been set at \$15.00 per month which shall be paid to your Association and, in turn, paid to the Homeowner's Association.

NOTE: You are also receiving with your purchase a Full Service Cable
TV System which is franchised by the City of Winter Springs. The
monthly assessment for the system is \$1.00 per month for one initial
outlet. An additional charge of \$1.00 per month shall be charged for
each additional outlet activated. This assessment shall be paid along
with the monthly assessment to the Condominium Association.

BOOK PAG

NOTICE OF COMMENCEMENT

There was a state of the state of the same

notice is hereby given in accordance with florida statute & in of the intention of the hereafter NAMED OWNER OR HIS AUTHORISED ACENT TO ACTUALLY COMMENCE TO IMPROVE THE FOLLOWING DESCRIBED BEAL PROPERTY IN SERLING SCHOOLS CHUNTY, FLORIDA: REAL PROPERTY IN

A LEGAL DESCRIPTION:

A replat of Tract "A", THE BIGHLARDS, SECTION THREE, according to the plat thereof as recorded in Plat Book 17. Page 49, Public Records of Seminole County, Florids, containing 2.5320 acres.

- B. A GENERAL DESCRIPTION OF THE DEPROVEMENT TO BE MADE: (Strike whichever is imagelicable) New condominium - 45 units. A DESIGNATION OF THE PERSON OF
- C. The name and address of the owner and his interest in the site of improvement, AND THE NAME AND ADDRESS OF THE PER SIMPLE TITLE HOLDER, IF OTHER THAN SUCH OWNER, IS AS FOLLOWS:
 - 1. DEVELOPMENT ENTERPRISES, IEC.
 - 390 Main Street, Worcester, Massachusetts 01608 This inslument was prepared by:

GILES, HEDRICK & ROBINSON & Fee simple

P. HAME AND ADDRESS OF THE CONTRACTOR: Sara

Attes toys and Counteness of Last 109 East Church St., Suite 301 ORLANDO, FLORIDA

E. MANY AND ADDRESS ON THE SURETY ON THE PATHEST BOND, IF ANY, AND THE AMOUNT OF SAID BOND:

Bone

F. THE MANE AND ADDRESS OF THE PERSON OFFICE THAN THE DWIEZ UPON WEOM NOTICE CEVERS DE YAK CIVERUND EZHTO EO

Mona

C. THE OWNER HEREBY DESIGNATES AND DIRECTS THAT COPIES OF LIETORS' ROTICE (CT) LL. THE DURLE HEALT DESIGNED OF FIRST FEDERAL SAVING AND LOAN AS WELLER OF STREET OF STREE GRIANDO, AT ITS DOWNTOWN OFFICE, IN ORIANDO, FF. DEVELO

Corner or Agent

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Budgay Public State of Florida of Largo My Commission Capture Sept. 13, 1976 Date of Expiration of Commission

STATE OF FLORIDA COUNTY OF DELECTED SENISOLS

I HEREBY CERTIFY

STATE OF STATE copy of the original filed in this office on this daw

CLISTER .

REPORTED CLERE, CIRCUIT COURT

Deputy Clerk

670

Official Records Book 956, Page 1126 Filed Oct. 12, 1972

MORTGAGE

THIS MORTGAGE, dated the 9th day of May, 1972, by and between DEVELOPMENT ENTERPRISES, INCORPORATED, a Florida corporation, hereinafter called "Mortgagor" and FIRST FEDERAL, SAVINGS AND LOAN ASSOCIATION OF ORLANDO, a corporation existing under the laws of the United States of America, hereinafter called "Mortgagoe".

WHEREAS, the said Mortgagor is justly indebted to said Mortgagee in the principal sum of SIX HUNDRED THOUSAND AND NO/100 DOLLARS (\$600,000.00) as evidenced by a certain promissory note of even date herewith executed by DEVELOPMENT ENTERPRISES, INCORPORATED, a Florida corporation, as Maker, and FRANK L. HARRINGTON, JR. and SALLY HARRINGTON, his wife, WILLIAM E. BERNSTEIN and MARJORIE BERNSTEIN, his wife, and COSMO E. MINGOLLA and ELAINE F. MINGOLLA, his wife, individually as endorsers payable to the order of the Mortgagee, with interest, and upon the terms as provided therein.

Said note provides that interest on the unpaid balance shall be due and payable semi-annually with the first installment of interest being due and payable on May 9, 1973, at the office of FIRST PEDERAL SAVINGS AND LOAN ASSOCIATION OF ORLANDO, in Orlando, Florida, or at such other place as the holder thereof may from time to time designate in writing, and that the entire principal balance, if not paid sooner, shall be due and payable on the 9th day of May, 1977.

Said note further provides that if default be made in the payment of any installment under said note, and if such default is not made good within ten (10) days after the same severally becomes due, the entire principal sum and accrued interest at once shall become due and payable at the option of the holder thereof, and that failure to exercise this option shall not constitute a waiver of the right to exercise the same in the event of any subsequent default.

WITHINSETH, that for divers good and valuable considerations, and also in consideration of the aggregate sum named in the promissory note hereinabove described, the said Mertgagor does hereby grant, bargain, Sell, aliun, Temise, release, convey and confirm unto the said Mortgagee, all that certain piece, parcel or tract of land of which the said Mortgagor is now seized and possessed and in actual possession, situate in the County of Seminole, State of Florida, described as follows, to-wit:

SEE LEGAL DESCRIPTION ATTACHED HERETO AND MADE A PART HEREOF, SAID LEGAL DESCRIPTION BEING DESIGNATED AS SCHEDULE "A".

State Documentary Stamps in the amount of \$900.00 affixed to the original note.

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The Mostly opin indicated to earliest to at an enterine made we portions in the property signified this Moneton, their constantion unifs to be simple story waits. By accept not this Mailipip the Mortgage agrees to release from this development mortgage lien from time to time currain lots upon which the above condominium units will be erected, and the Mortgagee agrees that upon the Mortgagor's application to the Mortgagee for a construction loan for that purpose to release such condeminium unit lot from this mortgage for the total consideration of TWO THOUSAND AND NO/100 DOLLARS (\$2.000.00), to be ONE THOUSAND AND NO/100 DOLLARS paid in the following manner: (\$1,000.00) to be paid by the Mortgagor to the Mortgagee to apply on the principal balance of this Mortgage upon the closing of such construction loan and ONE THOUSAND AND NO/100 DOLLARS (\$1,000.00) to be paid upon completion of construction and the sale of such condominium unit. The above amounts to be for each condominium lot.

The above real property shall be together with all and singular the tenements, hereditaments and appurtenances thereunto belonging or in any wise appertaining thereto, and all rents, issues, proceeds and profits accruing and to accrue from said premises, all of which are included in the above and foregoing description and habendum. And also, all gas, steam, electric, water and other heating, cooking, refrigerating, lighting, plumbing, ventilating, irrigating and power systems, machines, appliances, fixtures and appurtenances, which shall now or hereafter pertain to or be used with, in or on said premises, even though they be detached or detachable.

TO HAVE AND TO HOLD the above described property unto the Mort (agee, its successors and assigns forever.

The Mortgagors hereby covenant with the Mortgagee that the Mortgagors are indefeasibly seized with the absolute and fee simple title to said property, and have full power and lawful authority to sell, convey, transfer and mortgage the same; that it shall be lawful at any time hereafter for the Mortgagee to peacably and quietly enter upon, have, hold and enjoy said property, and every part thereof; that said property is free and discharged from all liens, encumbrances, and claims of any kind, in law or in equity, and that the Mortgagors hereby fully warrant unto the Mortgagee the title to said property and will defend the same against the lawful claims and demands of all persons whomsoever.

PROVIDED, ALWAYS, that if the Mortgagors shall pay unto the Mortgagee the promissory note hereinhefore described, and shall truly, promptly and fully perform, discharge, execute, complete, comply with and abide by each and every the stipulations, agreements, conditions and covenants of said promissory note and of this Mortgage, then this Mortgage and the estate hereby created shall cease and be null and void,

And the said Mortgagors, for themselves and their heirs, legal representatives, successors and assigns, hereby covenant and agree to and with the said Mortgagee, its successors and assigns:

1. To perform, comply with and shide by each and every the stipulations, agreements, conditions and covenants contained and set forth in said promissory note and this Mortgage; to pay the principal and interest and other sums secured horeby as they become due, and also to repay all such further advance or advances, if any, with interest thereon at the rate stipulated in the note or notes evidencing such advance or advances. The Mortgague may collect a "Late Charge" not to exceed Two Cents (2c) for each one bollar (\$1,00) of each payment more than fifteen (1) days in arrears to cover the extra expense in handling delinquent accounts.

- 2. To pay all and simpular the taxes, assessments, levies, liabilities, obligations and encumbrances of every nature and kind now on said described property, or that hereafter may be imposed, suffered, placed, levied, or assessed thereon, or that hereafter may be levied or assessed upon this Mortgage or the indebtedness secured thereby, each and every, when due and payable according to law, before they become delinquent, and before any interest attaches or any penalty is incurred; and instrar as any thereof 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 said Mortgagee within ten (10) days next after payments, and in the event that any thereof is not paid, satisfied and discharged sold Mortgagee may at any time pay the same, or any part thereof, without waiving or affecting any option, lien, equity or right under or by virtue of this Mortgage, and the full amount of each and every such payment shall be immediately due and payable and shall bear interest from the date thereof until paid at the rate of ten (10%) percent per annum, and together with such interest, shall be secured by the lien of this Mortgage.
- To place and continuously keep and carry upon the buildings and improvements now or hereafter situate upon sold lands, and all equipment and personal property covered by this Mortgage, insurance at all times against fire, extended coverage, and other perils in a company or companies acceptable to the Mortgagee in a sum equal to at least the amount of the Mortgage and in an amount sufficient to comply with any co-insurance requirement covering the same under the laws of the State of Florida, with all premiums thereon paid in full, fire insurance in the usual standard policy form, and such additional policies of insurance covering such other hazards, casualties, and contingencies, including but not limited to, windstorm, tornado or cyclone and war damage insurance, in such amounts and for such periods of time, and in such insurance company or companies, as the Mortgagee may require, direct or approve; and all such insurance policies upon any of said buildings, improvements, equipment and personal property, whether in the amount required or in excess thereof, shall contain a standard New York mortgagee clause or such other clause as the Mortgagee may require, making the loss under said policies, each and every, payable to said Mortgager as its interest may appear, and each and every such policy shall be promptly assigned and delivered to and held by said Mortgagee as further security to said mortgage debt, and, not less than ten (10) days in advance of the expiration of each policy, to deliver to said Mortgagee a renewal thereof, together with a receipt. for the premium of such renewal, and there shall be no fire or tornado insurance placed on any of said buildings, and any interest therein or part thereof, unless in the form and with the loss payable as aforesaid; and in the event any sum of money becomes payable under such policy or policies, said Mortgagee shall have the option to receive and apply the same on account of the indentedness secured bevely or to permit said Mortgagors to receive and use it or any part thereof for other purposes without thereby waiving or impolring any equity, lies or right under or by virtue of this Martage; and in the event said fortion or shall, for any reason, fail to keep the said premises so insured, or fail to deliver promptly any of said policies of insurance to said Mortgagee, or fall promptly to pay fully any premine therefor, or in any respect fail to perform, discharge, execute, effect, complete, comply with and abitio by this covenant, or any part hereaf, said Mortgager may place and pay for such insurance or any part thereof

without waiving or affecting any option, lien, equity, or right under or by virtue of this Nortgage, and the full amount of each and every such payment shall be immediately due and payable and shall bear interest from the date thereof until paid at the same rate set forth in the above referred to note and together with such interest, shall be secured by the lien of this Mortgage.

- 4. To permit, commit or suffer no waste, impairment or deterioration of said property or any part thereof.
- 5. To pay all and singular the costs, charges and expenses, including a reasonable attorney's fee and costs of abstracts of title, incurred or paid at any time by said Mortgagee because of or in the event of the failure on the part of said Mortgagor, to duly, promptly and fully perform, discharge, execute, effect, complete, comply with and abide by each and every the stipulations, agreements conditions and covenants of said promissory note and this Mortgage, any or either and said cots, charges and expenses, each and every, shall be immediately due and payable; whether or not there be notice, demand, attempt to collect or suit pending; and the full amount of each and every such payment shall bear interest from the date thereon until paid at the rate of ten percent (10%) per annum; and all said costs, charges and expenses so incurred or paid, together with such interest, shall be secured by the lien of this Mortgage.
- 6. That (a) in the event of any breach of this Mortgage or default on the part of the Mortgagor, or (b) in the event any of said sums of money herein referred to be not promptly and fully paid within ten (10) days next after the same severally become due and payable without demand or notice, or (c) in the event each and every the stipulations, agreements, conditions and covenants of said promissory note and this Mortgage, any or either, are not duly, promptly and fully performed, discharged, executed, effected, completed, complied with and abided by, then in either or any such event the said aggregate sum mentioned in said promissory note then remaining unpaid, with interest accrued, and all moneys secured hereby, shall become due and payable forthwith, or thereafter, at the option of said Morigages, as fully and completely as if all of the said sums of money were originally stipulated to be paid on such day, anything in said promissory note or in this Martgage to the contrary notwithstanding; and thereupon or thereafter, at the option of said Mortgagee, without notice or demand, suit at law or in equity, theretofore or thereafter begun, may be prosecuted as if all moneys secured hereby had matured prior to its institution.
- 7. That is the event that at the beginning of or any time pending any suit upon this Mortgage, or to foreclose it, or to reform it, or to enforce payment of any claims hereunder, said Mortgagee shall apply to the Court having jurisdiction thereof for the appointment of a Receiver, such Court shall farthwith and without notice to the Nortesgor or other defendants, appoint a Receiver of said mortgaged property, all and singular, including all and singular the income, profits, issues and revenues from whatever source derived, each and every of which, It being expressly understand, is hereby mortgaged as if specifically set forth and described in the granting and habendum clauses bereat, and so h Receiver shall have all the broad and effective functions and powers in any wise entrusted by a Court to a Receiver, and such appointment shall be made by such Court as an admitted equity and a matter of absolute right of said Bortgagor, and without reference to the adequacy or luddentity of the value of the property marriaged or to the solvense or Inactionary of said Mortgagar, or the defendants, and that such rews, proditing lucion, tooms and receions shill be applied by such fareiver according to the them or equipped of sold Mort are and the printles of nach Comun.

8. That in the event the concrating of the mortro of product, or any part thereof, becomes vested in a person other than the flortgagers, the Mortgagee, its successors and assigns, may without notice to the Mortgagers, deal with such successor or successors in interest with reference to this Mortgage and the debt hereby secured in the same manner as with the Mortgager without in any way vitiating or discharging the Mortgagers' liability hereunder or upon the debt hereby secured. No sale of the premises hereby mortgaged and no forbearance on the part of the Mortgagee or its successors or assigns and no extension of the time for the payment of the debt hereby secured given by the Mortgagee or its successors or assigns shall operate to release, discharge, modify, change or affect the original liability of the Mortgagors herein, either in whole or in part.

7.2 2.2.3 2.3.3.3.3.3

- 9. Mortgagors agree, and it is a condition hereof, that in case they should sell or dispose of the property hereinbefore described prior to the full payment and discharge of this Mortgage, its deed of conveyance shall contain a provision and condition to the effect that the purchaser assumes this mortgage and agrees to pay the indebtedness secured hereby, and failure to insert said provisions and condition in said deed shall accelerate this Mortgage, and the whole of the indebtedness secured hereby shall forthwith become immediately due and payable, together with interest thereon, as though the whole term thereof had run, and this Mortgage shall thereupon be subject to immediate foreclosure at the option of the Mortgagee.
- 10. If the Mortgagors shall have assigned or cause to be assigned to the Mortgagee, now or hereafter, any policy or policies of life insurance as additional collateral for, or in connection with, the indebtedness hereby secured, and this Mortgage, the Mortgagors agree, so long as any of said indebtedness shall remain unpaid, that it will, from time to time, as and when the same shall become due and payable and before any grace period provided in said policy or policies shall have expired, pay the premium upon said policy or policies of life insurance, and otherwise keep said policies in full force and effect. And it is agreed and a condition hereof that should the Mortgagors fail or neglect so to do, such default and neglect shall be a breach of a condition of this Mortgage and shall accelerate this Mortgage and cause the whole of the indeptedness secured hereby to forthwith immediately become due and payable, together with interest thereon, as though the whole term thereof had run, and this Mortgage shall thereupon be subject to immediate foreclosure at the option of the Hortgagee. The Mortgagee shall have the right, at its option, to pay any such premium or premiums, but such payment if made shall not constitute a waiver of any condition in this Mortgage or any right which the Mortgagee may have under the terms and conditions hereof, and the amount so paid shall be added to the principal debt and shall draw interest in the amount so provided in sold note and shall be secured by this Mortgage.
- 11. The Hortgagors covenant and agree that they will keep and maintain the building or buildings now located upon or bereafter constructed upon the premises hereinbefore described in good condition and repair, and that it will from time to time make such repairs, improvements or replacements upon and to said building or buildings as may be necessary to keep the same in good condition and repair; and should the Mortgagors fail or refuse to do so, within thirty (30) days after written demand by the Mortgagore, then and in that case the Mortgagore shall have the right to make said repairs, improvements or replacements and to expend such sum or same of money as shall be

approved by its Eadrd of Directors (cither before of after such expenditures are made) as may be reasonably necessary to put said building or buildings in good condition and repair, and all such sums so expended shall be added to and become a part of the principal indebtedness secured by this Nortgage, and shall be paid by the Mortgager to the Mortgager in twelve (12) equal consecutive installments, the first monthly installment to be paid as a part of and in addition to the payments provided for herein, in the first calendar month following the completion of such repair, such sums so expended to bear interest at the rate at which interest is payable upon said principal indebtedness; and the lien of this mortgage shall extend to and secure the sum so expended, together with interest thereon as hereinbefore provided in all respects as though such sum had been a part of the original indebtedness secured hereby.

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- 12. When any amount of money to be paid by the Mortgagors to the Mortgagore under the terms hereof shall be in default, or should the Mortgagors default in any of the other terms, provisions or conditions of this Mortgage, then and in that case the Mortgagec shall have the right, without notice to the Mortgagors, to collect and receive from any tenant or lessee of said mortgaged premises, the rents, issues and profits of the real estate hereby mortgaged and the improvements thereon, and to give proper receipts and acquittances therefor, and after paying all commissions of any rental agent collecting the same, and any reasonable attorney's fees and other necessary expenses incurred in collecting the same, to apply the proceeds of such collections upon any indebtedness, obligation or liability of the Mortgagors hereunder. The right granted the Mortgagee under this paragraph shall be in addition and shall not limit or restrict any other right or rights granted the Mortgagee in this Mortgage.
- any new building or buildings on the premises herein mortgaged, or to add to or permit to be added to any of the existing improvements thereon without the written consent of the Mortgagee, and in the event of any violation or attempt to violate this stipulation, this mortgage and all sums secured hereby shall immediately become due and payable and this Mortgage subject to foreclosure at the option of the Mortgagee.
- 14. That in the event the Mortgagors are required to construct or complete a building or buildings on these premises as a condition of this loan, the Mortgagors expressly agree to use the proceeds of this loan in the construction and completion of such building or buildings upon said property in accordance with the plans and specifications heretofore submitted by the Mortgagors and approved by the Mortgagee. It is further agreed by the Mortgagors that in the event it shall not complete the construction of the building or buildings now being erected or to be erected on the premises hereby mortgaged in accordance with plans and specifications submitted to the Mortgagee on or before six (6) menths from the date hereof, or if work on said construction should case before completion and the said work should remain abandoned for a period of filteen (15) days, then and in either event, the entire principal sum of the none secured by this Mortgage and the interest thereon shall at once become the and payable at the option of the Burtgagee; and In the event of abandonment of work upon the construction of said buildings for a period of tifteen (15) days, as aforesaid, the Mortgager may, at its option, also enter Into and upon the mortgaged premises and complete the construction of the said building or buildings; hereby giving to the Mortgagee full power and authority to make such entry and to enter fato such contracts or arrangements as may be necessary to complete the said building or buildings; and wancy expended by the therteager in connection with such completion of construction shall be mided to the principal mount of said note rad secured by these presents. and the largest of the traces on second, with interest of the

referred terms in said offer.

The Most come are and substituted the decident and the stable and the substitute of convent of the Hortpager . .

- 16. Mortgagors covenant and agree that during the life of this mortgage, each assignment, sale, conveyance or transfer of said Mortgagors' interest in and to the mortgaged premises, or the granting, sale, assignment or transfer in any form of any of the lepice, licenses, or franchises, must be approved by sid Mortgager. Failure to obtain such approval shall constitute a default under the mortgage and the Mortgagee may, at its option, accelerate the payment of the note and if not paid forthwith, foreclose this mortgage.
- 17. It is specifically agreed that time is of the essence of this Mortgage and that no valver of any obligation hereunder or of the obligation secured hereby shall at any time thereafter be held to be a waiver of the terms hereof or of the instrument secured hereby.
- 18. Mortgagors agree that they will commence development of the real property encumbered hereby no later than thirty (30) days from the date of this Mortgage and all development will be completed within five (5) years from the date of this Nortgage. The term "development" as used in this paragraph shall mean the installations and improvements necessary to produce from the real property encumbered hereby, building sites so completed, in keeping with applicable governmental requirements and with general practice in the community, so that they are ready for the construction of buildings thereon, and construction and improvement of a golf course.
- 19. Mortgagora covenant and agree that during the life of this mortgage, each applgnment, sale, conveyance or transfer of said Mortgagors' interest in and to the mortgaged premises must be approved by the said Mortgagee, Failure to obtain such approval shall constitute a default under the Mortgage and the Mortgagee may, at its option, accelerate the payment of the note and if not paid forthwith, foreclose this Mortgage.
- 20. The Mortgagee agrees that all references to premiums of fire and other hazard policies herein are hereby eliminated and waived by the Mortgagee, and further agrees that the provision herein requiring policies and renewals thereof of hazard insurance policies to be delivered to the Mortgages are nereby eliminated and waived by the Mortgagee.

IN WITNESS WHEREOF, the said Mortgagers have caused this instrument to be signed for and on its behalf by its duly authorized officers and its corporate seal to be hereunto affixed enla me day and year first above written.

Signed, sealed and delivered in the presence of

SEAL .

CORPORATE

DEVPLOPMENT ENTERPRISES, INCORPOPATED

ge Frank I., Harringtow, Jr., President

Fillian Crown the (SPAIN

William E. Bernstein, Secretary-

Trea urer .

As to all parties

Before me personally appeared FRANK L, HARRINGTON, JR., and WILLIAM E. BERNSTEIN, to me well known as the President and Secretary-Treasurer respectively of DEVELOPMENT ENTERPRISES INCORPORATED, a corporation under the laws of the State of Florida and acknowledged before me that they executed the foregoing instrument for and on behalf of the said Corporation as and for its act and deed for the uses and purposes therein expressed.

And the said WILLIAM E. BERNSTEIN further acknowledged that he affixed the seal of the said corporation to said instrument and that the seal thereto affixed is in fact the seal of said Corporation and that the seal was attached in pursuance of due and legal corporate authority.

WITNESS my hand and official seal this 9th day of May, A.D. 1972.

Novary Public

My Commission Expires:

Marchie 6, 1975

PFE: RYZ

Sathfill "A" - Park

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HENRICH, INC.

Chantille ees biter: a

SEMINALE COUNTY

600 WHITE PAIN FORD

February 23, 1972

(808) 347 7348

Mr. J. Notan Reed FLORIDA LAND COMPANY P. O. Box 44 Winter Park, Florida 32789

Subject: NORTH ORLANDO NIGHLANDS

LEGAL DESCRIPTION

APANTIBUT SITE NO. FOUR: From the Southwest corner of North Orlando Ranches Scation 13, as recorded in Plat Book 13, page 40, Public Records of Seminols County, Florida, run thence N. 12°54'04" E. along the Kest line of said North Orlando Runches Section 13, a distance of 383.37 feet; thence run 9. 77°05'56" E. 408.67 feet to the point of curvature of a curve concave Northeasterly, having a radius of 516.12 feet, a tangent of 578.04 feet, a central angle of 96°28'41" and a tangent bearing of 5. 31°25'46" W.; run thence Southerly along the arc of said curve a distance of 869.07 feet to the point of tangency; run thence S. 85°02'55" E. 72.00 feet to the point of aurvature of a curve concave Southwesterly, having a radius of 434.78 feet our vature of a curve concave south sceterly, having a radius of 939.78 feet and a central angle of 25°28'48"; run thence South casterly along the are of gaid curve 193.33 feet to the point of beginning; run thence N. 41°30'00" E. 603.23 feet; run thence S. 72°38'21" E. 968.18 feet; run thence S. 26°05'08" E. 321.00 feet; run thence S. 10°00'29" W. 172.63 feet; run thence S. 66°36'19" W. 648.86 feet; run thence S. 31°45'30" W. 973.86 feet; run thence S. 86°44'45" W. 177.69 feet to the point of curvature of a curve concave Easterly having a radius of 692.98 feet, a central angle of 22°14'35" and a tangent bearing of N. 03°51'31" W.; mon thence Northerly along the are of said curve 346.67 feet to the point of tengency; run thence N. 19°23'04" E. 302.26 feet to the point of curvature of a curva concave Westerly having a radius of 806.13 feet and a concave Westerly having a radius of 806.13 feet and a central angle of 56°00'18"; run thence Northerly along the are of said curve 287.97 feet to the point of a compound curve concave Southwesterly having a radius of 434.78 feet and a central angle of 02°56'57"; run thence Northwesterly along the are of said curve a distance of 22.38 feet to the point of beginning. All of the above described being in Seminols County, Florida, containing 15.8040 sares, more or less.

HEURICH, INC.

L. F. HENRICH, Prop.

M. E. Ayero, R.L.S. Pla Rog. No. 2003

IIIINRICII, INC.941 1560

Statters and library

BLAY PAGE SCHINDLE COUNTY FLORIDA

BOO WYMONE DI MY WINTEN PARK, FLORIDA SEISB

Pobrunry 23, 1972

FHOME 900) 047-7449

Mr. J. Nolan Reed Florida Land Company P. O. Box 44 Winter Park, Florida 32709

Subject: NORTH ORLANDO HIGHLANDS

. LEGAL DESCRIPTION - REVISED

APARTHENT SITE NO. FIVE:

Beginning at the Northeast corner of Lot 56, Block "D", D. R. Mitchell's Survey of Levy Grant, as recorded in Plat Book 1, page 5, Public Records of Seminole County, Florida, run thence 5. 0°49'13" E. along the East side of said Lot 56 a distance of 210.36 feet to a point on a curve on the Northerly right-of-way line of State Road No. S-434, concave Northerly, with a tangent bearing of S. 86°41'21" E., a tangent of 47.72 feet, a radius of 2870.65 feet and a central angle of 1°42'19"; run thence Easterly along the arc of said curve and said right-of-way line a distance of 85.44 feet to the point of tangency; run thence S. 88°23'40" E. 91.24 feet; thence leaving said right-of-way line N. 01°36'20" E. 721.75 feet to the point of curvature of a curve concave Easterly with a radius of 1545.74 feet, a central angle of 3°07'04", and a tangent of 47.07 feet; run thence Northerly along the arc of said curve a distance of 84.11 feet to the point of tangency; thence S. 87°14'54" W. 112.94 feet; run thence South 235.00 feet; thence S. 14°44'05" W. 360.30 feet to the point of beginning, containing 2.6320* acres.

HENRICH SURVEYING AND MAPPING

L. F. HENRICH, P.L.S. Fla Rog. No. 1263

941 [56]

SEM NULE COUNTY
FLORIDA

HEMRICH, INC.

Surveying And Mapping 590 bynnas Ibad Winter Park, Florida 32769

(305) 647-7346

Mr. J. Nolan Reed Florida Lund Company P. O. Box 44 Winter Park, Florida 32789

LEGAL DESCRIPTION

NORTH ORLANDO HIGHLANDS "GOLF COURSE PARCEL #1:

From the Southwest corner of North Orlando Ranches Section 13, as recorded in Plat Book 13, page 40, Public Records of Seminole County, Florida, run thence N. 12°54'04" E. along the West line of said North Orlando Ranches Section 13 a distance of 383.7 feet; thence run S. 77°05'56" B. 408.67 feet to the point of beginning; run thence N. 31°25'46" E. 299.28 feet thence S. 73°38'09" E. 92.85 feet

thence S. 75°44'09" W. 408.74 feet to the point of curvature of a curve concave Northeasterly, having a radius of 892.93 feet, a central angle of 18°05'20" and a tangent bearing of H. 20°56'51" W.; run thence Northwesterly along the arc of said curve 281.92 feet to the point of tangency; run thence N. 86°44'45" E. 177.69 feet thence N. 13°45'39" E. 973.86 feet thence N. 16°60'29" E. 548.86 feet thence N. 10°00'29" E. 172.63 feet

thence N. 86°44'45" E. 177.69 feet thence N. 13°45'39" E. 973.86 feet thence N. 66°56'19" E. 548.86 feet thence N. 10°00'29" E. 172.63 feet thence N. 26°05'08" W. 557.03 feet thence N. 03°00'46" E. 550.47 feet thence N. 81°52'12" W. 212.13 feet thence S. 37°34'07" W. 492.04 feet thence S. 28°16'45" W. 624.44 feet to the point of

thence S. 28°16'45" W. 624.44 feet to the point of curvature of a curve concave Southwesterly, having a radius of 434.78 feet, a central angle of 07°43'46", and a tangent bearing of N. 57° 19°09" W.; Tun thence Northwesterly along the arc of said curve 58.65 feet to the point of tangency; run thence N. 65°02'55" W. 72.00 feet

thence N. 65602'55" W. 72.00 feet thence N. 60°19'39" E. 83.41 feet thence N. 12°29'25" E. 800.15 feet thence N. 69°26'38" W. 85.44 feet thence S. 66°48'05" W. 304.63 feet

thence 5. 87 48 40" W. 110,23 foot to the point of

beginning.

March 6, 1972

Page 2

LESS (From the Southwest corner of North Orlando Ranches Section 13, as recorded in Plat Book 13, page 40, Public Records of Seminole County, Florida, run thence N. 12°54' 04" E. along the West line of said North Orlando Runches Section 13, a distance of 383.37 feet; run thence S. 77°05' 56" E. 408.67 feet; run thence N. 31°25'46" E. 257.86 feet to the point of beginning; thence continue N. 31°25'46" E. 41.42 feet; run thence S. 73°38'09" E. 100.80 feet thence N. 88°21'48" E. 321.67 feet thence N. 88°21'48" E. 321.67 feet thence N. 88°21'48" E. 257.28 feet thence N. 65°01'44" E. 182.00 feet thence S. 49°45'49" E. 44.06 feet thence S. 65°01'44" W. 178.81 feet thence S. 65°01'44" W. 178.81 feet thence S. 88°27'48" W. 275.60 feet thence N. 81°52'12" W. 578.94 feet thence S. 88°21'48" W. 324.56 feet thence S. 88°21'48" W. 324.56 feet thence N. 73°38'09" W. 117.91 feet to the point of beginning.)

Containing 35.1452 acros, more or less.

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Surveying And Philipans Son Ky, ar land Pinter Pask, Horida 3,2769

(305) 647-7346

March 6, 1972

Mr. J. Nolan Reed Florida Land Company P. O. Box 44 Winter Park, Florida 32789

LEGAL DESCRIPTION

NORTH ORLANDO HIGHLANDS "GOLF COURSE PARCEL #2:

From the Southwest corner of North Orlando Ranches Section 13, as recorded in Plat Book 13, page 40, Public Records of Seminole County, Florida, run thence N. 12°54'04" E. along the West line of said Rorth Orlanda Ranches Section 13, a distance of 118,68 feet; thence run Orlanda Ranches Section 13, a distance of 118,68 feet; thence run S. 89°56'10" E. 310.52 feet to a point on a curve concave Northseasterly, having a radius of 596.12 feet, a central angle of 74°54'06", and a tangent bearing of S. 09°51'11" W.; run thence Southerasterly along the arc of said curve 716.74 feet to the point of beginning; along the arc of said curve 716.74 feet to the point of the thence continue along the arc of said curve 62.56 feet to the point of tangency; run thence S. 65°02'55" E. 72.00 feet to the point of curvature of a curve concave Southwesterly, having a radius of 354.78 curvature of a curve concave Southwesterly, having a radius of 354.78 feet and a central angle of 05°43'37"; run thence Southeasterly along feet and a central angle of 05°43'37"; run thence Southeasterly along the arc of said curve 35.46 feet to the point of tangency; run thence S. 25°46'10" W. 161.01 feet thence S. 25°46'10" W. 161.01 feet thence S. 44°05'26" E. 222.77 feet thence S. 44°05'26" E. 222.77 feet thence S. 81°24'59" E. 268.00 feet thence S. 81°24'59" E. 268.00 feet thence S. 81°24'59" E. 268.00 feet

thence S. 81 24 59" E. 268.00 feet thence 8. 46°32'53" E. 261.73 feet thence S. 12°05'41" E. 143.18 feet

thence N. 85°11'58" E. 144.76 feet to the point of thence N. 85°11'58" E. 144.76 feet to the point of curvature of a curve concave Northeasterly, having a radius of 972.98 feet, a central angle of 16°08'49" and a tangent bearing of 5. 04°48'02" E.; run thence Southeasterly along the arc of said curve 274.20 feet to the point of reverse curvature concave Westerly, having a radius of 830.23 feet, a central angle of 07°04'14" and a tangent bearing of 5. 20°50'51" E.; run thence along the arc of said curve 102.45 feet to the point of tangency: run curve 102.45 feet to the point of tangency; run thence 5. 57°38'53" W. 89.70 feet thence 5. 37°11'05" W. 364.01 feet

thence 5. 40° 30' 05" E. 92.20 feet thence 5. 32° 58' 10" W. 220.51 feet thence 5. 01° 34' 100 E. 365.14 feet thence S. 82° 40' 26" E. 140.95 feet to the point of thence S. 82° 40' 26" E. 140.95 feet to the point of

curvature of a curve concave Southeasterly, having a radius of 1545.74 feet, a central angle of 08°42'07" and a tangent bearing of S. 13°25° 31" W.; run thence along the arc of said curve 234.76 feet to the

thence S. 87°14'54" W. 112,94 feet thence South 235.00 feet point of tangency; run 235.00 feet thence South 235.00 feet to the Northeast thence S. 14°44'05" W. 360.30 feet to the Northeast corner of Lot 56, Block "B", D. R. Mitchell's Survey of Moses E. Levy Grant, as recorded in Plat Rook I, page 5, Public Records of Seminole County, Florida; run thence N. 80°59'14" W. along the Seminole County, Florida; run thence N. 80°59'14" W. along the North line of said Lot 56, 300.00 feet; run thence S. 00°49'13" E. North line of said Lot 56, 300.00 feet; run thence S. 00°49'13" E.

March 6, 1972

Page 2

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No. S-434 (Longwood Naguer Road.); run thence the following courses along said North right of way line;

thence N. 82°53'31" W. 220.74 feet thence N. 0.7°06'29" B. 10.00 feet thence N. 0.00'29" W. 200.06 feet thence S. 0.00'06'29" N. 10.00 feet to a point on the Moses E. Levy Grant; thence leaving said road right of way line, run N. 00°49'13" W. along the East line of said Lot 57; run thence N. 80°59'34" W. along the North line of said Lot 57; tun thence N. 80°59'34" W. along the North line of said Lot 57; distance of 735.75 feet to a point on the aforesaid North right of way line of State Road No. S-434; run thence N. 82°55'31" W. along said North right of way line 614.65 feet to a point on the West line of Lot 15, Block "D", said D. R. Mitchell's Survey of Moses E, Levy Grant; thence leaving said North right of way line of State Road No. S-434; run thence N. 11°49'30" E. along the aforesaid West line of Lot 15, 1976.51 feet; run thence N. 86°53'33" E. 609.49 feet to a point on the East line of a 175 foot wide Florida Corporation Easement, as recorded in O. R. Book 353, page 51, Public Records of Seminole County, Florida, run thence N. 03°06'27" W. along the East line of said casement, 2056.41 thence S. 30°55'10" E. 975.99 feet thence S. 30°57'30" W. 305.97 feet thence S. 30°57'30" W. 305.97 feet thence S. 30°57'30" W. 305.97 feet thence S. 30°57'50" E. 116.62 feet thence S. 30°57'50" E. 116.62 feet thence S. 30°57'50" E. 116.62 feet thence N. 83°17'25" E. 171.17 feet thence N. 83°17'25" E. 171.17 feet thence N. 83°17'25" E. 438.41 feet thence N. 38°17'25" E. 438.41 feet thence N. 38°17'22" E. 223.59 feet to the point of beginning.
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LESS (From the Southwest corner of North Orlando Ranches Section 13, as recorded in Plat Book 13, page 40, Public Records of Seminole County, Florida; run thence along a projection on the West line of said North Orlando Ranches Section 13, S. 12°54'04" W. 147.05 feet; thence West 188.07 feet to the point of beginning, run thence S. 01°47'24" E. 160.08 feet thence S. 48°56'43" E. 203.55 feet

thence S. 48°56'43" E. 203.55 feet thence S. 30°27'56" W. 98.62 feet thence N. 77°54'19" W. 71.59 feet thence 5. 13°45' 39" W. 252.24 feet thence S. 41°59'14" E. 67.27 feet thence S. 13°37'37" W. 339.56 feet thence S. 48°21'59" W. 60.21 feet thence S. 29°44'42" N. 80.62 feet thence 5. 08-44-46" W. 65,76 feet 85.44 feet 20°33'22" W. thence S. thence S. 00°42'35" W. 85.59 feet thence S. 69°26'38" E. thence N. 40°14'11" E. 170,29 feet thence N. 13º14'36" E. 87.32 feet thence N. 66°02'15" E. 49.24 feet thence S. 29°21'28" E. 91.79 feet thence N. 85°14'11" E. 120.-2 feet thence S. 18°26'06" E. 31,62 feet thence 5, 49°45'49" W. 340,59 feet thence N. 67°22'48" W. 65.00 feet thence S. 50°11'40" W. 117.15 feet 65.00 fect

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SCHINGLE COUNTY FLORIDA FLORIDA

March 6, 1972

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the Longwood Wagner Road and the West line of Lot 56, Block "D", D. R. Mitchell's Survey of Moses E. Levy Grant as recorded in Plat Book 1, page 5, Public Records of Seminole County, Florida run thence N. 00°40'13" W. along said West line of Lot 50, 210.36 feet to the Northwest corner of said Lot 56; thence N. 80°59'34" W. 300.00 feet along the North line of said Lot 56 to the point of beginning; run thence 6. 00°49'13" E. 179.30 feet to the aforesaid North right of way line of longwood Wagner Road; run thence along said North right of way line N. 82°53'31" W. 148.78 feet; thence N. 00°50'16" E. 160.92 feet to the aforesaid North line of Lot 56; thence along said North line of Lot 56 a distance of 142.71 feet to the point of beginning.)

Containing 126.1663 acres, more or less, not including acreage of the aforesaid Florida Power Corporation Easement over above described tract.

SEMING E COUNTY FLOSIDA

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thence S. 23°11'55" W.
                                    76.16 feet
thence S. 33°41'24" W. thence S. 15°56'43" W.
                                   72.11 feet
72.80 feet
thence S. 33°41'24" E. 108.17 feet
thence South
                                    30.00 feet
thence S. 45°
                                    28.28 feet
64.03 feet
thence N. 51°20'25" E.
thence East
                                    60.00 feet
thence S. 21°48'05" E.
                                    53.85 feet
thence S. 21°48°05" E. $3.85 feet
thence N. 84°17'22" E. 100.50 feet
thence S. 21°48'05" E. 107.70 feet
thence S. 71°33'54" E. 94.87 feet
thence N. 56°18'36" E. 144.22 feet
thence N. 24°46'31" E. 71.59 feet
                                    71,59 feet
thence N. 37°34'07" W. thence N. 38°39'35" E.
                                    82.01 feet
                                    96.05 feet
thence S. 40°36'05" E. 184.39 feet
thence N. 88°34'04" E.
                                   200.06 feet
thence S. 56°30'17" E. thence S. 02°23'09" E.
                                   407.71 feet
                                   240.21 feet
thence S. 68°44'58" E. thence S. 37°11'05" W.
                                    96.57 Icet
                                   364.01 feet
thence S. 63°25'06" W.
                                   134.16 feet
thence N. 33°41'30" W.
                                   126.19 feet
251.10 feet
thence N. 54°43'390 W.
thence N. 39°48'20" W. 195.26 feet
thence N. 15°15'18" W. 114.02 feet
thence N. 76°36'27" W. thence N. 50°11'40" W.
                                   215.87 feet
                                    78.10 feet
thence S. 71°33'54" W.
                                    63.24 feet
thence N. 80°32'16" W. 121.66 feet
thence N. 42°30'38" W. 81.39 feet
thence N. 15°31'27" W.
                                    93.41 feet
87.32 feet
thence N. 66°22'14" W.
thence N. 38°09' 26" W. 178.04 feet
thence N. 12°20'21" W. 163.78 feet
thence N. 03°48'51" E.
                                    75,17 feet
thenco N. 78°41'24" W. 101.98 feet
thence N. 08°44'46" E. 65.76 feet
thence N. 75°10'25" E. 175.86 feet
thence N. 09°27'44" E. 182,48 feet
thence N. 21°48'05" W. 161.55 feet
thence N. 68°11'55" W. 215.41 feet
thence N. 03°43'53" E. 230.49 feet
thence N. 87°30'38" E. 115.11 feet
thence N. 33°41'24" E. 144.22 feet
thence N. 45°
                                    63.64 Feet
thence S. 80°32'16" E.
thence N. 35°32'16" E.
thence N. 12°31'44" W.
                                    30.41 feet
                                     43.01 feet
                                    46.10 feet
thence S. 84°05'38" W. 145.77 feet
thence N. 08°44'46" K. 131.53 feet
thence N. 69°46'30° R. 101.24 feet
thence N. 02°17'26" R. 125,10 feet
thence N. 74°21'28" E. 129.81 feet
thence N. 43° E. 84.85 feet
thence N. 88°29'33" E. 190.07 fee.
thence N. 450
                               E. 135.56 feet
 thence S. 77°28'16" E. 92.19 feet to the point of
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beginning.)

ALSO LESS (From the intersection of the Morth right of way line of