

State of Florida

MORTGAGE DEED

Citrus County

REC 13.00  
9.00  
4.00  
7.20  
INT 9.00  
29.80

THIS MORTGAGE is made this 26th day of May 19 86 between Martha L. Beane AND Donald Beane, a single man (the "Mortgagor"), whose address is 7345 S. Treshold Pt., Homosassa, Fla. 32646 and Betterway Builders of Florida (the "Mortgagee"), whose address is 2677 NW 10th ST 3-A Ocala Florida 32675

WHEREAS, Mortgagor is indebted to Mortgagee in the principal sum of Four Thousand- Eight Hundred and 00/100 (\$ 4800.00) which indebtedness is evidenced by Mortgagor's note dated May 26th 19 86 (the "Note"), the final payment of which, if not sooner paid, is due and payable on April 17th 19 91

TO SECURE to Mortgagee (a) the repayment of indebtedness evidenced by the Note, with interest thereon, the payment of all other sums, with interest thereon, advanced in accordance herewith to protect the security of this Mortgage, and the performance of the covenants and agreements of Mortgagor herein contained, and (b) repayment of any future advances, with interest thereon, made to Mortgagor by Mortgagee pursuant hereto, Mortgagor does hereby mortgage, grant and convey to Mortgagee the following described property located in the County of Citrus State of Florida:

See Exhibit "A" attached hereto and made part hereof.

Received \$ 960 for class "C" intangible tax  
Walt Connors, Clerk  
for Citrus County, Fla.  
By [Signature] D.C.

PRINCIPAL AMOUNT OF CONSIDERATION IS \$ 4800

Return to:  
GOLDOME CREDIT CORPORATION  
Two Perimeter Park South Fifth Floor  
P. O. Box 43200  
Birmingham, AL 35243

CITRUS COUNTY  
004016  
STATE OF FLORIDA  
DEPARTMENT OF REVENUE  
RECEIVED  
JUN 26 1986  
TAX

TOGETHER with all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances, rents, royalties, mineral, oil and gas rights and profits, water, water rights, and water stock, and all fixtures, equipment and machinery now or hereafter attached to the property, all of which including replacements and additions thereto, shall be deemed to be and remain a part of the property covered by this Mortgage; and all of the foregoing, together with said property are herein referred to as the "Mortgaged Property."

MORTGAGOR COVENANTS WITH MORTGAGEE AS FOLLOWS:

1. That Mortgagor is lawfully seized of the estate hereby conveyed and has the right to mortgage, grant and convey the Mortgaged Property, and that Mortgagor will warrant and defend the title of the Mortgaged Property against all claims whatsoever.
2. To make promptly all payments required by the Note and this Mortgage as such obligations become due.
3. To pay promptly when due all taxes, assessments, liens and encumbrances on the Mortgaged Property and to furnish promptly to Mortgagee receipts evidencing such payments. If Mortgagee requests, Mortgagor shall pay to Mortgagee in addition to each regularly scheduled payment of the Note an amount sufficient to pay all taxes, assessments, liens, encumbrances and insurance premiums in advance of the due date of such payments.
4. To keep the improvements located on the Mortgaged Property insured against damage by fire, lightning, windstorm or other casualty, in a company or companies satisfactory to Mortgagee. Mortgagee shall be named as a loss payee in said policy. If any sum becomes payable under such insurance policy, Mortgagee may either apply it to the indebtedness secured by this Mortgage, or, in Mortgagee's sole discretion, permit the Mortgagor to use it for other purposes, without impairing the lien of this Mortgage.
5. To permit, commit or suffer no waste, impairment or deterioration of the Mortgaged Property.
6. To pay all expenses reasonably incurred by Mortgagee because of failure of Mortgagor to timely comply with Mortgagor's covenants and agreements in the Note or this Mortgage, including, but not limited to, reasonable attorney's fees, costs and abstracts and all expenses of foreclosure.
7. If Mortgagor defaults under any of the covenants or agreements in this Mortgage, Mortgagee, without waiving or affecting its option to foreclose, may perform any of such covenants or agreements on behalf of Mortgagor, and any and all such sums or expenses paid or incurred in connection therewith by Mortgagee, with interest thereon from the date of payment at the highest rate allowed by law at the time such payment is made, shall also be secured by this Mortgage and shall be immediately due and payable without demand.
8. If any payment provided for in the Note or this Mortgage be not paid as and when it becomes due, or if any of the Mortgagor's covenants and/or agreements in this Mortgage other than for the payment of money are breached or if Mortgagor shall make any assignment for the benefit of creditors, or should a receiver, liquidator, or trustee of Mortgagor's property be appointed, or should any petition for relief under any provision of the Federal Bankruptcy Code as now or hereafter in effect be filed by or against Mortgagor, or any endorser or guarantor of the Note be adjudicated a bankrupt or insolvent, or if there shall be a breach or violation of, or default in, any of the warranties, covenants or agreements on the part of the Mortgagor contained in any other instrument given by Mortgagor to Mortgagee, then all obligations secured hereby shall immediately become due and payable at the option of the Mortgagee, and Mortgagee may foreclose this Mortgage in accordance with procedures established by law, and have the Mortgaged Property sold to satisfy the obligations hereby secured.
9. If Mortgagor defaults in any payment or the performance of any agreement in any mortgage on the Mortgaged Property, or in the event of any default in any such mortgage so as to cause such mortgage to be accelerated and become due and payable during the continuance of this Mortgage, then the obligations secured by this Mortgage shall immediately become due and payable at the option of the Mortgagee. Mortgagee, without waiving its option to foreclose, reserves the right to make such payments or perform such agreement, so as to maintain such mortgage and prevent a foreclosure thereof. Any and all such sums paid or expenses incurred on behalf of the Mortgagor by Mortgagee, together with interest thereon from the date of payment at the highest rate of interest allowed by law at the time such payment is made shall be secured by this Mortgage and shall be immediately due and payable without demand.
10. This Mortgage shall extend to and include all rents and profits of the Mortgaged Property. In the event of foreclosure, the court is authorized to appoint a receiver for the Mortgaged Property and to apply such rents or profits to the obligations hereby secured, regardless of the solvency of the Mortgagor or the adequacy of the security.
11. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of the Mortgaged Property, or part thereof, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Mortgagee. If the Mortgaged Property is abandoned by Mortgagor, or if, after notice by Mortgagee to Mortgagor that the condemnor offers to make an award or settle a claim for damages, Mortgagor fails to respond to Mortgagee within 30 days after the date such notice is mailed, Mortgagee is authorized to collect and apply the proceeds, at Mortgagee's option, either to restoration or repair of the Mortgaged Property or to the obligations secured by this Mortgage.

This instrument was prepared by: ANNA A. MUELLER  
Betterway Builders of Fla., Inc.  
2677 N.W. 10th. St., Suite 1A  
Ocala, Fla. 32675

Martha L. Beane  
April 17, 1986  
SBR 6-20-86  
4800

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Jennifer Hickers 7-1-86

12. In addition to all other indebtedness secured by the lien of this Mortgage, this Mortgage shall secure also and constitute a lien on the Mortgaged Property for all future advances made by Mortgagee to Mortgagor for any purpose within twenty 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. Any such advances may be made at the option of Mortgagee. The total amount of the indebtedness referred to in the first sentence of this paragraph that may be secured by this Mortgage may increase or decrease from time to time, but the total unpaid balance of such indebtedness secured at any one time by this Mortgage shall not exceed a maximum principal amount of twice the original amount secured hereby, plus interest thereon and any disbursements made by Mortgagee for the payment of taxes, levies or insurance on the Mortgaged Property with interest on such disbursements.

13. If all or any part of the Mortgaged Property or an interest therein is sold or transferred by Mortgagor without Mortgagee's prior written consent, Mortgagee may, at Mortgagee's option, declare all the sums secured by this Mortgage to be immediately due and payable, unless prior to the sale or transfer, Mortgagee and the person to whom the Mortgaged Property is to be sold or transferred reach agreement in writing that the credit of such person is satisfactory to Mortgagee and that the interest payable on the sums secured by the Mortgage shall be at such rate as Mortgagee shall request.

14. The terms Mortgagor and Mortgagee shall be singular if one only and shall be plural, jointly and severally, if more than one and shall include heirs, successors and assigns if individuals, and successors and assigns if a corporation. Extension of time for payment or modification of the obligations secured by this Mortgage shall not operate to release in any manner the liability of the Mortgagor. Any forbearance by Mortgagee in exercising any right or remedy hereunder, or otherwise afforded by applicable law, shall not be a waiver of or preclude the exercise of any such right or remedy at a later time. All remedies provided in this Mortgage are distinct and cumulative to any other right or remedy under this Mortgage or afforded by law or equity, and may be exercised concurrently, independently or successively. The agreements and promises of this Mortgage are intended to be covenants running with the land or any interest therein, to be binding on the Mortgagor and to inure to the benefit of the Mortgagee.

IN WITNESS WHEREOF, the Mortgagor has executed this Mortgage on the day and year first above written.

Witnessed by:

Paul C. Adams Martha L. Beane  
Constance Siffert Donald Beane

PAYMENT OF THIS MORTGAGE IS SUBJECT TO THE TERMS OF A HOME IMPROVEMENT CONTRACT OF EVEN DATE BETWEEN MORTGAGOR AND MORTGAGEE.

STATE OF FLORIDA  
 COUNTY OF Citrus

The foregoing instrument was acknowledged before me this 26th day of May, 1986  
 by Martha L. Beane and Donald Beane

Anna A. Mueller  
 Notary Public  
 State of Florida at Large  
 My Commission Expires March 29, 1988  
Created By American Notary Company

ASSIGNMENT OF MORTGAGE

STATE OF FLORIDA  
Marion COUNTY

For value received Assignor does hereby sell, transfer, set over and assign unto Goldome Credit Corp.  
 whose address is 2 Perimeter Park So., Birmingham 35243, State of Alabama County of Jefferson  
 all of its right, title and interest in and to the within mortgage of real estate together with the Note and all other obligations of the Borrower to the Assignor connected therewith.

WITNESS, my hand and seal this 4th day of June, 1986

Signed, sealed delivered in the presence of

Paul C. Adams  
Constance Siffert

Betterway Builders of Fla., Inc.  
 (Name of Assignor)  
 By: Marvin H. Chazan  
 Title: President

INDIVIDUAL ACKNOWLEDGEMENT  
 STATE OF FLORIDA, County of \_\_\_\_\_ SS.  
 On \_\_\_\_\_, 19\_\_\_\_  
 before me, the undersigned authority, personally appeared  
 the above named \_\_\_\_\_

to me known and known to me to be the individual described in and who executed the foregoing assignment and acknowledged the execution of the foregoing instrument to be (his) (her) (their) free and voluntary act.

WITNESS, my hand and official seal the day and year last above written.  
 (SEAL)

Notary Public for Florida  
 My commission expires:

CORPORATE ACKNOWLEDGEMENT  
 STATE OF FLORIDA, County of Marion SS.  
 On June 4, 1986, before me, the  
 undersigned authority, personally appeared Marvin H. Chazan  
 to me known to be the President

(Title)  
Betterway Builders of Fla., Inc.  
 and known to me to be the person who as such officer of said corporation, executed the same; and he acknowledged before me that said instrument is the act and deed of said corporation by him executed as such officer for the purposes therein expressed.  
 WITNESS, my hand and official seal the day and year last above written.  
 (SEAL)

Anna A. Mueller  
 Notary Public for Florida  
 My commission expires:  
 Notary Public, State of Florida  
 My Commission Expires March 29, 1988  
Created By American Notary Company

Jennifer Vickers 7-1-86

EXHIBIT "A"

Commence at the NE Corner of Lot 84, of GULF HIGHWAY LAND, UNIT 9, SECTION 2, according to the map or plat thereof recorded in Plat Book 4, page 147, public records of Citrus County, Florida, thence N. 85° 35' 17" W. along the North line of Lot 84 and Lot 85, as shown on said Plat, a distance of 608.39 feet to the NW Corner of said Lot 85, thence S. 0° 04' 19" E. along the West line of said Lot 85 and along the West line of Lot 86 of said Plat, a distance of 385.60 feet to the POINT OF BEGINNING, thence continue S. 0° 04' 19" E. along the West line of said Lot 86, a distance of 252.35 feet to the SW Corner of said Lot 86, thence S. 89° 35' 53" E. along the South line of said Lot 86, a distance of 166.11 feet, thence N. 0° 04' 43" W., parallel to the East line of said Lot 84, a distance of 262.35 feet, thence N. 89° 35' 53" W., parallel to said South line, a distance of 166.08 feet to the Point of Beginning, being Parcel E, of an unrecorded Subdivision.

RECORDED BY: D.C.

'86 JUN 30 PM 12 49

FILED & RECORDED  
CITRUS COUNTY, FLORIDA  
WALL, CLERK

453969

Return to  
GOLDOME CREDIT CORPORATION  
Two Perimeter Park South Fifth Floor  
P. O. Box 43200  
Birmingham, AL 35243

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