

#5748

SFD No. 22 Section 3651-250.
State Road No. S-325. Marion County.
: Deeds 299 - 36

Loncala Phosphate Company,
a corporation under laws of
State of Florida,

: W. D.

To

: D. Mar. 16, 1951.

STATE OF FLORIDA, for the use
and benefit of the State Road
Department of Florida.

: F. Apr. 2, 1951.

SIGS : "LONCALA PHOSPHATE COMPANY, BY: S. Kelly, Its President,
ATTEST: Betty Chester, Its Secretary." Corp. seal aff. Two wit.
Ack. by Sam Kelly and Betty Chester, as President and Secretary, respect-
ively, of "Corporation named", on Mar. 16, 1951, in Alachua County,
Florida, bef. NP with off. seal aff. Com. Ex. July 2, 1954.

CONS: \$1.00 and other val. cons .

GRANT, B / RGAIN, SELL AND CONVEY the following described land in
MCF, to wit:-

That part of:-

SW $\frac{1}{4}$ of NE $\frac{1}{4}$ and
SE $\frac{1}{4}$ of NW $\frac{1}{4}$, and
NE $\frac{1}{4}$ of SW $\frac{1}{4}$ of

13-15-19;

lying within 33 feet each side of the survey line of State Road S-328, Section 3651, said survey line being described as follows:-

BEGINNING on the W. line of said Section 13 at a point 6.40 ft. Northerly from the SW Cor. of NW $\frac{1}{4}$ of said Section 13, run thence S. 89°23'08" E. 1518.07 ft., thence N. 89°24'22" E. 1414.96 ft., thence S. 89°27'38" E. 2337.71 ft. to E. line of said Section 13 at a point 11.39 ft. Northerly from the SE Cor. of NE $\frac{1}{4}$ of said Section 13; the strip of land described above contains 1.18 acres; more or less, exclusive of present road right of way.

Rec'd 24.00
P.S. 1585.00
\$1529.00

BK1911PG1386

Property Appraiser's I.D. No.

WARRANTY DEED

THIS INDENTURE, made this 19th day of March, 1993, between MADISON TIMBERLANDS, INCORPORATED, a Florida Corporation (Grantor), and DAVID W. EISEL and JO D. KISER (Grantees), single persons, as joint tenants with the right of survivorship, whose post office address is 120 N.E. 53rd Court, Ocala, FL 34470, and whose Social Security numbers are 215-64-9199 (his) and 197-54-7911 (hers).

W I T N E S S E T H:

That the Grantor, for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt whereof is hereby acknowledged, has granted, bargained and sold to the Grantee, and Grantee's heirs and assigns forever, the following described land situated in Marion County, Florida:

The East 1/2 of the NW 1/4 AND the West 1/2 of the NE 1/4 of Section 13, Township 15 South, Range 19 East, Marion County, Florida; LESS AND EXCEPT a tract of land known as Lot 13, Equestrian Oaks, an unrecorded subdivision, and further described in the attached Exhibit "A".

SUBJECT TO an easement to Sumter Electric Cooperative, Inc., recorded June 19, 1976, in O.R. Book 895, Page 322, of the Public Records of Marion County, Florida. SUBJECT ALSO TO Grantor's reservation of a 60' wide ingress, egress, and public utilities easement described in attached Exhibit "B". SUBJECT ALSO TO Restrictions and Protective Covenants for Equestrian Oaks attached as Exhibit "C". SUBJECT ALSO TO Grantor's reservation of the timber rights to all pine timber (except for 80 trees to be identified and marked by Grantee) for six months after the date of this Deed on the land described as the SW 1/4 of the NE 1/4 of Section 13, Township 15 South, Range 19 East, Marion County, Florida.

AND Grantor does hereby fully warrant the title to the land, and will defend the same against the lawful claims of all persons whomsoever.

IN WITNESS WHEREOF the Grantor has caused these presents to be executed in its name, and its corporate seal affixed.

MADISON TIMBERLANDS, INCORPORATED

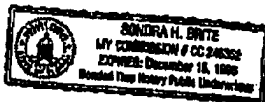
By: J. Ardene Wiggins
J. Ardene Wiggins, President

(corporate seal)

STATE OF FLORIDA
COUNTY OF ALACHUA

The foregoing instrument was acknowledged before me this 19th day of March, 1993, by J. ARDENE WIGGINS, President, of MADISON TIMBERLANDS, INC., a Florida Corporation, on behalf of the corporation, who is personally known to me or who has produced _____ as identification and who () did (x) did not take an oath.

Sandra H. Brite
Print Name: SANDRA H. BRITE
Notary Public
My Commission expires: 12-15-96



THIS INSTRUMENT PREPARED BY:
W. WESLEY MANSTON, ESQ.
4010 MEMBERRY RD., SUITE F
GAINESVILLE, FL 32607

RECORDED & RECORD
VERIFIED
MARION COUNTY, FL
93 MAR 25 9 41 AM '93
020186

EXHIBIT "A"

Lot 13

LEGAL DESCRIPTION

A tract of land situated in Section 13, Township 15 South, Range 19 East, Marion County, Florida, said tract of land being more particularly described as follows:

Commence at a concrete monument at the Northwest corner of the Northeast 1/4 of the Northwest 1/4 of the aforementioned Section 13, Township 15 South, Range 19 East for the point of reference and run S.00°23'41"E., along the West line of said Northeast 1/4 of the Northwest 1/4, a distance of 1286.70 feet to a steel rod and cap and the True Point of Beginning; thence continue S.00°23'41"E., along said West line and along the West line of the Southeast 1/4 of the Northwest 1/4 of Section 13, a distance of 1285.51 feet to a steel rod and cap; thence run S.06°27'06"W., a distance of 50.33 feet to a steel rod and cap on the North right of way line of State Road No. 328 (66 foot right of way); thence run N.89°52'20"E., along said right of way line, a distance of 206.66 feet to a concrete monument; thence run N.88°54'23"E., along said right of way line, a distance of 123.37 feet to a steel rod and cap; thence run N.00°12'47"W., a distance of 1333.88 feet to a steel rod and cap; thence run S.89°47'26"W., a distance of 328.25 feet to the True Point of Beginning.

EXHIBIT "B"

EASEMENT DESCRIPTION

A 60 foot wide strip of land situated in Section 13, Township 15 South, Range 19 East, Marion County, Florida, said strip of land located within 30.00 feet of and on both sides of the following described centerline:

Commence at a concrete monument at the Northwest corner of the Northeast 1/4 of the Northwest 1/4 of the aforementioned Section 13, Township 15 South, Range 19 East for the point of reference and run N.89°47'22"E., a distance of 1320.47 feet to a concrete monument at the Northeast corner of said Northeast 1/4 of the Northwest 1/4 of Section 13; thence run S.00°06'28"W., a distance of 644.33 feet to the True Point of Beginning of said centerline, easement lines will be lengthened or shortened to begin on lines bearing N.89°47'26"E., and S.89°59'39"W., from said True Point of Beginning; thence run S.02°34'00"E., a distance of 642.95 feet; thence run S.00°36'06"E., a distance of 1318.17 feet to the North right of way line of State Road No. 328 (66 foot right of way) and the terminus of said centerline, easement lines will be lengthened or shortened to terminate on said North right of way line.

DECLARATION OF RESTRICTIONS AND PROTECTIVE COVENANTS

BK 191 PG 1388

FOR

EQUESTRIAN OAKS

This Declaration dated 19th day of March, 1993, made by Madison Timberlands, Inc., qualified to do business in the State of Florida.

WITNESSETH:

Whereas Owner declares that each and every lot in the unrecorded subdivision, Equestrian Oaks, further described as:

shall be owned, used, transferred conveyed, and occupied subject to the covenants and restrictions herein set forth (herein "Protective Covenants") as follows:

1. RESIDENTIAL USE: The lots shall be used for residential purposes only, and no business or commercial building may be erected on any lot and no business may be conducted thereon. No billboards or advertising signs shall be erected on any lot, except such signs as may be reasonably required for sale purposes.

2. SIZE OF DWELLING: No permanent dwelling shall be permitted on any lot which has less than one thousand (1,000) square feet of living space exclusive of open porches, garages or carports. Property shall be exclusive for homes only, mobile homes shall not be allowed.

3. SETBACKS: All buildings will be set back at least fifty (50) feet from the front lot line; twenty-five (25) feet from the rear lot line; and twenty-five (25) feet from the interior side lot lines. If a residential building is erected on more than one (1) lot, the set back restrictions referred to herein shall apply only to the extreme side lines of the combined lots.

4. NUMBER OF DWELLINGS: No more than one (1) residential dwelling shall be allowed on 5 acres. Detached utility buildings, garages, pump houses or storage buildings located on a lot shall conform to the setback lines in paragraph 3 hereof.

5. TRAVEL TRAILERS: No travel trailer, camper or tent shall be used as a permanent dwelling on any lot, except that Seller may give written consent to a travel trailer, camper or tent being used as a temporary dwelling while a permanent dwelling. (one year maximum).

6. LIVESTOCK: No lot shall be used for commercial livestock breeding or raising. Household pets are permitted, provided they are not used for commercial breeding purposes and are kept under the control of the occupant at all times. Horses, cattle and fowl may occupy a lot in small numbers for the personal use and enjoyment of the occupant. No avine shall be permitted to occupy any portion of a lot. Permitted livestock shall not be obnoxious, offensive or cause odors which shall constitute a nuisance.

EXHIBIT "C"

7. **NUISANCE:** No lot shall be maintained nor shall any activity be carried on upon any lot, which is an annoyance or nuisance. No immoral, improper or unlawful use shall be made of the property, and each owner shall comply with all valid laws, zoning ordinances and regulations of all governmental agencies having jurisdiction thereof.

8. **PROPERTY MAINTENANCE:** All lots and improvements thereon shall, at all times, be maintained in a clean and neat condition. No lot shall be used for a junk yard, dumping ground, or for the accumulation of garbage or other refuse, foul smelling matter, or other uses which would be detrimental to the comfort, health and safety of the inhabitants of the surrounding area. All vacant lots shall be kept free of any accumulation of brush, weeds, trash and other material which would constitute a fire hazard or render the lot unsightly. If the owner fails to remove any trash, junk or otherwise maintain his property after thirty (30) days written notice from Seller (or any successor to Seller), Seller (or such successor) shall have the right to remove any such trash or clean up lot at the expense of the owner.

9. **HARM:** These Protective Covenants run with the title to lots all in the tract, and are binding upon Seller and all persons claiming by, through or under Seller until January 1, 2013, at which time they shall be automatically extended for successive periods of ten (10) years unless, by a majority of the then owners of the lots, agree to change, modify or rescind them. Any change, modification or amendment shall be in writing.

10. **VIOLATION:** The violation of these Protective Covenants shall grant Seller or any owner, in addition to all other remedies, the right to bring legal action to enjoin such violation or compel compliance with the terms hereof. All costs of such litigation, including a reasonable attorney's fee to the prevailing party's attorney, shall be paid by the owner found to be in violation.

11. **AMENDMENT, RELEASE, AND WAIVER:** This declaration may be amended at any time to change, alter or rescind any of the Protective Covenants by written amendment executed by the then owners of not less than two-thirds (2/3) of the lots; provided, that no amendment shall be effective without Seller's written consent, if Seller is then an owner of a lot. So long as Seller is the owner of any lot Seller reserves the exclusive right, without the consent of any other owner, to release, in writing, any of the Protective Covenants, or grant a waiver, in writing, of a violation thereof.

12. **HUNTING PROHIBITED:** No hunting or discharge of firearms shall be permitted within the Development.

13. **INVALIDATION:** Invalidation of any one of the restrictions in this declaration, by judgement or court order, shall not affect any of the other restrictions, which shall remain in full force and effect.

14. **EFFECTIVE DATE:** This declaration shall become effective upon its recordation in the public records of Marion County, Florida.

RECORDER'S MEMO: Legibility of making, typing or printing satisfactory in this document when received.

IN WITNESS WHEREOF, this instrument has been executed by Developer on the day and year first above written.

Signed, Sealed and Delivered in the Presence of:

Chuck Davis
Chuck Davis
Witness (please print name under signature)

W. Wesley Harrison
Witness (please print name under signature)

State Of Florida
County of Alachua

MADISON TIMBERLANDS, INC.
BY *J. Ardene Wiggins*
J. ARDENE WIGGINS,
President

(SEAL)



The foregoing instrument was acknowledged before me this day of February, 1993 by J. ARDENE WIGGINS, President, of and on behalf of MADISON TIMBERLANDS, INC.,

who is personally known to me, or who has produced _____ as identification, and who did _____ did not take an oath.

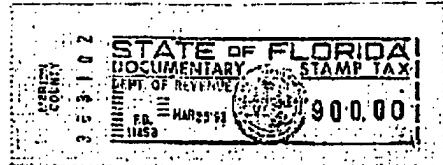
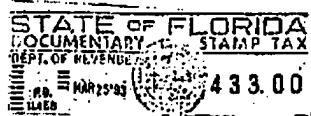
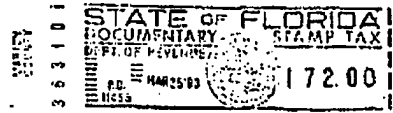


My Commission Expires (M-F) 12-15-94

Sondra H. Brite
SONDRA H. BRITE
Notary Public, (please print name under signature)
Commission #

Chuck Davis
Witness
Chuck Davis
Witness Chuck Davis

[Signature]
Buyer
[Signature]
Buyer



712 510

DECLARATION OF RESTRICTIONS AND PROTECTIVE COVENANTS

FOR
EQUESTRIAN OAKS

This Declaration dated 6th day of April, 1993, made by Madison Timberlands, Inc., qualified to do business in the State of Florida,

WITNESSETH :

Whomwe (here) declares that each and every lot in the hereunder subdivision, Equestrian Oaks, further described as:

shall be owned, used, transferred conveyed, and occupied subject to the covenants and restrictions herein set forth (herein "Protective Covenants") as follows:

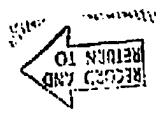
- 1. RESIDENTIAL USE: The lots shall be used for residential purposes only, and no business or commercial building may be erected on any lot and no business may be conducted thereon. No billboards or advertising signs shall be erected on any lot, except such signs as may be reasonably required for sale purposes.
- 2. SIZE OF DWELLING: No permanent dwelling shall be permitted on any lot which has less than one thousand (1,000) square feet of living space exclusive of open porches, terraces or carports. Property shall be exclusive for houses only, mobile homes shall not be allowed.
- 3. SETBACKS: All buildings will be set back at least fifty (50) feet from the front lot lines; twenty-five (25) feet from the rear lot lines; and twenty-five (25) feet from the interior side lot lines. If a residential building is erected on more than one (1) lot, the set back restrictions referred to herein shall apply only to the extreme side lines of the combined lots.
- 4. NUMBER OF DWELLINGS: No more than one (1) residential dwelling shall be allowed on 5 acres. Detached utility buildings, garages, pump houses or storage buildings located on a lot shall conform to the setback lines in paragraph 3 hereof.
- 5. TRAVEL TRAILERS: No travel trailer, camper or tent shall be used as a permanent dwelling on any lot, except that the same may give written consent to a travel trailer, camper or tent being used as a temporary dwelling while a permanent dwelling. (one year maximum).
- 6. LIVESTOCK: No lot shall be used for commercial livestock breeding or raising. Household pets are permitted, provided they are not used for commercial breeding purposes and are kept under the control of the occupant at all times. Horses, cattle and feed may occupy a lot in small numbers for the personal use and enjoyment of the occupant. No swine shall be permitted to occupy any portion of a lot. Permitted livestock shall not be obnoxious, offensive or cause odors which shall constitute a nuisance.

BK 1915PG0199

93-023356
M. Oakes

RECORDED
VERIFIED
MARCH 27 1993
93 APR -7 PM 4:46

Return to: *Madly White*
PO Box 5100
Orlando, FL 32847



BR 1915 PG 0200

7. **NUISANCE:** No lot shall be maintained nor shall any activity be carried on upon any lot, which is an annoyance or nuisance. No general, improper, or unlawful use shall be made of the property, and each owner shall comply with all valid laws, zoning ordinances and regulations of all governmental agencies having jurisdiction thereof.

8. **PROPERTY MAINTENANCE:** All lots and improvements thereon shall, at all times, be maintained in a clean and neat condition. No lot shall be used for a junk yard, dumping ground, or for the accumulation of garbage or other refuse, foul smelling matter, or other uses which would be detrimental to the comfort, health and safety of the inhabitants of the surrounding area. All vacant lots shall be kept free of any accumulation of brush, weeds, trash and other material which would constitute a fire hazard or render the lot unsightly. If the owner fails to remove any trash, junk or otherwise maintain his property after thirty (30) days written notice from Seller (or any successor to Seller), Seller (or such successor) shall have the right to remove any such trash or clean up lot at the expense of the owner.

9. **TERM:** These Protective Covenants run with the title to lots all in the tract, and are binding upon Seller and all persons claiming by, through or under Seller until January 1, 2013, at which time they shall be automatically extended for successive periods of ten (10) years unless, by a majority of the then owners of the lots, agree to change, modify or rescind them. Any change, modification or amendment shall be in writing.

10. **VIOLATION:** The violation of these Protective Covenants shall grant Seller or any owner, in addition to all other remedies, the right to bring legal action to enjoin such violation or compel compliance with the terms hereof. All costs of such litigation, including a reasonable attorney's fee to the prevailing party's attorney, shall be paid by the owner found to be in violation.

11. **AMENDMENT, RELEASE, AND WAIVER:** This declaration may be amended at any time to change, alter or rescind any of the Protective Covenants by written amendment executed by the then owners of not less than two-thirds (2/3) of the lots, provided, that no amendment shall be effective without Seller's written consent. If Seller is then an owner of a lot, so long as Seller is the owner of any lot Seller reserves the exclusive right, without the consent of any other owner, to release, in writing, any of the Protective Covenants, or grant a waiver, in writing, of a violation thereof.

12. **HUNTING PROHIBITED:** No hunting or discharge of firearms shall be permitted within the Development.

13. **INVALIDATION:** Invalidation of any one of the restrictions in this declaration, by judgment or court order, shall not affect any of the other restrictions, which shall remain in full force and effect.

BK 1915P0201

14. EFFECTIVE DATE: This declaration shall become effective upon its recording in the public records of Marion County, Florida.

IN WITNESS WHEREOF, this instrument has been executed by Developer on the day and year first above written

Signed, Sealed and Delivered
 in the presence of
Cynthia L. Coomer
 Cynthia L. Coomer
 Witness (please print name
 under signature)
Brenda D. Hallgren
 Brenda D. Hallgren
 Witness (please print name
 under signature)
 State Of Florida
 County of Alachua

MADISON TIMBERLANDS, INC.
J. Ardene Wiggins
 J. ARDENE WIGGINS,
 President
 (SEAL)



(15) The foregoing instrument was acknowledged before me this 15th day of February, 1993 by J. ARDENE WIGGINS, President, of and on behalf of MADISON TIMBERLANDS, INC.,

who is personally known to me, or who has produced EM DIVER'S as identification, and LICENSE who did did not take an oath.

Brenda D. Hallgren
 Notary Public,
 print name under signature
 Commission #
 BRENDA D. HALLGREN
 Notary Public - State of Florida
 My Commission Expires
 December 27, 1993
 AA 726483

My Commission Expires: (SEAL)

Witness
Witness

Buyer

2178

This instrument was prepared by
LEWIS A. CARROLL'S, JR.
SUMNER ELECTRIC COOPERATIVE, INC.
SUMNERVILLE, FLORIDA 32085

RIGHT-OF-WAY EASEMENT

(Whenever used herein, the use of the singular number shall include the plural, and the use of any gender shall include all genders.)

BOOK 895 PAGE 322

THE GRANTOR, LONCALA PHOSPHATE COMPANY

in consideration of the sum of \$1.00 or other good and valuable considerations received from the Grantee, SUMNER ELECTRIC COOPERATIVE, INC., a corporation existing under the laws of the State of Florida, its successors and assigns, does hereby on this 31st Day of MAY, 1978, grant and convey to the Grantee an easement, license and privilege of ingress and egress upon and/or under, and to place, construct, operate, repair, maintain, relocate and replace thereon, and or thereunder and to retain ownership thereof, an electric transmission or distribution line or system and all associated appurtenances in connection with aboveground and or underground facilities and the Grantee shall at all times have the right to keep the easement clear of all structures, obstructions, trees, shrubbery, undergrowth and roots or objects that might endanger said electric power line assembly on or under the real property in MARION County, Florida, described as:

THE SE 1/4 OF THE NW 1/4 AND THE SW 1/4
OF THE NE 1/4 OF SECTION 13, TOWNSHIP 15
SOUTH, RANGE 19 EAST.

ELECTRIC LINES WILL BE LOCATED IN A
MANNER MUTUALLY AGREEABLE BETWEEN THE
GRANTEE AND THE TITLED PROPERTY OWNERS
OR THEIR AUTHORIZED REPRESENTATIVES.

FILED
1978 JUN 19 PM 3:45
CLERK OF THE COURT
MARION COUNTY, FLA.

In Granting the above, it is understood that Grantee will locate all power line assemblies in a location on or under the above property which will cause the least trouble and interference in the use of the property, if in doing so it will not materially increase the cost of construction and maintenance, and Grantor covenants that it is the owner of the fee simple title of the above described land and will defend the title thereto against all persons claiming through, by, or under the Grantor.

Loncala Phosphate Company
(Name of Corporation)

(Corporate Seal)

By: S. Kelly
Its President

STATE OF FLORIDA,
COUNTY OF Alachua } ss:

Before me, the undersigned authority, personally appeared S. Kelly
to me well known and known to be the person described as President of Loncala Phosphate Company

a corporation organized and existing under the Laws of the State of Florida, in and who executed the foregoing instrument, and acknowledged before me that that person acknowledged the foregoing instrument in the name of and for that corporation and affixed the Corporate Seal of that Corporation thereto; that as such corporate officer that person is duly authorized by that corporation to do so; and that the foregoing instrument is the act and deed of that corporation.

Witness my hand and seal this 31st day of May, 1978

[Signature]
Notary Public
My Commission Expires FEBRUARY 1, 1980
NOTARY PUBLIC, STATE OF FLORIDA AT LARGE

Filed and recorded 6-19-78 in O.R. Book 895 Page 322
Record Verified, Frances E. Higgins, Clerk of Circuit Court, Marion Co. Fla.
By [Signature] D.C.

FTA

DAVID R. ELLSPERMANN, CLERK OF CIRCUIT COURT

FILE: 97185447

12/31/97 16:04

OR. BOOK/PAGE: 2446 / 1632

MARION COUNTY

Record \$ 32.00
DS \$ 320.00
IT \$ 320.00

This instrument prepared by:
Robert D. Wilson
Wilson & Williams, P.A.
Post Office Box 908
Ocala, Florida 34478

Mortgage Doc Stamps 560.00 PAID
Intangible Tax 320.00 PAID

12/31/97 MARION COUNTY -

g. breven

CLERK

MORTGAGE DEED AND SECURITY AGREEMENT

THIS MORTGAGE DEED (hereinafter the "Mortgage"), dated December 31, 1997, by and between MARK C. DEBOLT, individually and as trustee, whose address is 1224 Southeast Fort King Street, Ocala, Florida 34471 (hereinafter the "Mortgagor") and SOUTHTRUST BANK, N.A., whose address is Post Office Box 3570, Ocala, Florida 34478 (hereinafter the "Mortgagee").

WITNESSETH, that in consideration of the premises and in order to secure the payment of both the principal, and interest and any other sums payable on the note (as hereinafter defined) or this Mortgage and the performance and observance of all of the provisions hereof and of said note, Mortgagor hereby grants, sells, warrants, conveys, assigns, transfers, mortgages and sets over and confirms unto Mortgagee, all of Mortgagor's estate, right, title and interest in, to and under all that certain real property situate in MARION County, Florida, more particularly described as follows:

LEGAL DESCRIPTION IS ATTACHED HERETO AS EXHIBIT "A"

THE PROPERTY DESCRIBED IN THE ATTACHED EXHIBIT "A" IS NOT THE HOMESTEAD OF MORTGAGOR NOR IS IT CONTIGUOUS TO LANDS CLAIMED BY HIM AS HOMESTEAD.

TOGETHER WITH all improvements now or hereafter located on said real property and all fixtures, appliances, apparatus, equipment, furnishings, heating and air conditioning equipment, machinery and articles of personal property and replacement thereof (other than those owned by lessees of said real property) now or hereafter affixed to, attached to, placed upon, or used in any way in connection with the complete and comfortable use, occupancy, or operation of the said real property, all licenses and permits used or required in connection with the use of said real property, all leases of said real property now or hereafter entered into and all right, title and interest of Mortgagor thereunder, including without limitation, cash or securities deposited thereunder pursuant to said leases, and all rents, issues, proceeds, profits, revenues, royalties, rights, accounts, accounts receivable and benefits arising from, relating to or accruing from said real property and together with all proceeds of the conversion, voluntary or involuntary of any of the foregoing into cash or liquidated claims, including without limitation, proceeds of insurance and condemnation awards (the foregoing said real property, tangible and intangible personal property hereinafter referred to collectively as the "Mortgaged Property"). Mortgagor hereby grants to Mortgagee a security interest in the foregoing described tangible and intangible personal property.

TO HAVE AND TO HOLD the Mortgaged Property, together with all and singular the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining and the reversion and reversions thereof and all the estate, right, title, interest, homestead, dower and right of dower, separate estate, possession, claim and demand whatsoever, as well in law as in equity, of Mortgagor and unto the same, and every part thereof, with the appurtenances of Mortgagor in and to the same, and every part and parcel thereof unto Mortgagee.

Mortgagor warrants that Mortgagor has a good and marketable title to an indefeasible fee estate in the real property comprising the Mortgaged Property subject to no lien, charge or encumbrance except such as Mortgagee has agreed to accept in writing, and Mortgagor covenants that this Mortgage is and will remain a valid and enforceable mortgage on the Mortgaged Property subject only to the exceptions herein provided. Mortgagor has full power and lawful authority to mortgage the Mortgaged Property in the manner and form herein done or intended hereafter to be done. Mortgagor will preserve such title and will forever warrant and defend the same to Mortgagee and will forever warrant and defend the validity and priority of the lien hereof against the claims of all persons and parties whomsoever.

Mortgagor will, at the cost of Mortgagor, and without expense to Mortgagee, do, execute, acknowledge and deliver all and every such further acts, deeds, conveyances, mortgages, assignments, notices of assignment, transfers and assurances as Mortgagee shall from time to time require in order to preserve the priority of the lien of this Mortgage or to facilitate the performance of the terms hereof.

PROVIDED, HOWEVER, that if Mortgagor shall pay to Mortgagee the indebtedness in the principal sum of One hundred sixty thousand dollars (\$160,000.00) as evidenced by that certain promissory note or notes (the promissory note or notes are collectively referred to herein as the "Note"), of even date herewith, or any renewal or replacement of such Note, executed by Mortgagor and payable to order of Mortgagee, with interest and upon the terms as provided therein, and together with all other sums advanced by Mortgagee to or on behalf of Mortgagor pursuant to the Note or this Mortgage, the final maturity date of the Note and this Mortgage as specified in the Note and shall perform all other covenants and conditions of the Note, all of the terms of which Note are incorporated herein by reference as though set forth fully herein, and of any renewal, extension or modification, thereof and of this Mortgage, then this Mortgage and the estate hereby created shall cease and terminate.

Mortgagor further covenants and agrees with Mortgagee as follows:

1. To pay all sums, including interest secured hereby when due, as provided for in the Note and any renewal, extension or modification thereof and in this Mortgage, all sums to be payable in lawful money of the United States of America at Mortgagee's aforesaid principal office, or at such other place as Mortgagee may designate in writing.
2. To pay when due, and without requiring any notice from Mortgagee, all taxes, assessments of any type or nature and other charges levied or assessed against the Mortgaged Property or this Mortgage and produce receipts therefore upon demand. To immediately pay and discharge any claim, lien or encumbrance against the Mortgaged Property which may be or become superior to this Mortgage and to permit no default or delinquency on any other lien, encumbrance or charge against the Mortgaged Property.
3. To promptly pay all taxes and assessments assessed or levied under and by virtue of any state, federal, or municipal law or regulation hereafter passed against Mortgagee upon this Mortgage or the debt hereby secured, or upon its interest under this Mortgage, provided however, that the total amount so paid for any such taxes pursuant to this paragraph, together with the interest payable on said indebtedness shall not exceed the highest lawful rate of interest in Florida and provided further that in the event of the passage of any such law or regulation imposing a tax or assessment against Mortgagee upon this Mortgage or the debt secured hereby, that the entire indebtedness secured by this Mortgage shall thereupon become immediately due and payable at the option of Mortgagee.
4. To maintain the Mortgaged Property in good condition and repair, including but not limited to the making of such repairs as Mortgagee may from time to time determine to be necessary for the preservation of the Mortgaged Property and to not commit or permit any

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waste thereof, and Mortgagee shall have the right to inspect the Mortgaged Property on reasonable notice to Mortgagor.

5. To comply with all laws, ordinances, regulations, covenants, conditions and restrictions affecting the Mortgaged Property, and not to cause or permit any violation thereof.

6. If Mortgagor fails to pay any claim, lien or encumbrance which is superior to this Mortgage, or when due, any tax or assessment or insurance premium, or to keep the Mortgaged Property in repair, or shall commit or permit waste, or if there be commenced any action or proceeding affecting the Mortgaged Property or the title thereto, or the interest of Mortgagee therein, including, but not limited to, eminent domain and bankruptcy or reorganization proceedings, then Mortgagee, at its option, may pay said claim, lien, encumbrance, tax, assessment or premium, with right of subrogation thereunder, may make such repairs and take such steps as it deems advisable to prevent or cure such waste, and may appear in any such action or proceeding and retain counsel therein, and take such action therein as Mortgagee deems advisable, and for any of such purposes, Mortgagee may advance such sums of money, including all costs, reasonable attorney's fees and other items of expense as it deems necessary. Mortgagee shall be the sole judge of the legality, validity and priority of any such claim, lien, encumbrance, tax, assessment and premium and of the amount necessary to be paid in satisfaction thereof. Mortgagee shall not be held accountable for any delay in making any such payment, which delay may result in any additional interest, costs, charges, expenses or otherwise.

7. Mortgagor will pay to Mortgagee, immediately and without demand, all sums of money advanced by Mortgagee to protect the security hereof pursuant to this Mortgage, including all costs, reasonable attorney's fees and other items of expense, together with interest on each such advancement at the highest lawful rate of interest per annum allowed by the law of the State of Florida, and all such sums and interest thereon shall be secured hereby.

8. All sums of money secured hereby shall be payable without any relief whatever from any valuation or appraisal laws.

9. If default be made in payment of any installment of principal or interest of the Note or any part thereof when due, or in payment, when due, or any other sum secured hereby, or in performance of any of Mortgagor's obligations, covenants or agreements hereunder, all of the indebtedness secured hereby shall become and be immediately due and payable at the option of Mortgagee, without notice or demand which are hereby expressly waived, in which event Mortgagee may avail itself of all rights and remedies, at law or in equity, and this Mortgage may be foreclosed with all rights and remedies afforded by the laws of Florida and Mortgagor shall pay all costs, charges and expenses thereof, including a reasonable attorney's fee, including all such costs, expenses and attorney's fees for any retrial, rehearing or appeals. The indebtedness secured hereby shall bear interest at the highest lawful rate of interest per annum allowed by the laws of the State of Florida from and after the date of any such default of Mortgagor. If the Note provides for installment payments, the Mortgagee may, at its option, collect a late charge as may be provided for in the Note, to reimburse the Mortgagee for expenses in collecting and servicing such installment payments.

10. If default be made in payment, when due, of any indebtedness secured hereby, or in performance of any of Mortgagor's obligations, covenants or agreement hereunder:

A. Mortgagee is authorized at any time, without notice, in its sole discretion to enter upon and take possession of the Mortgaged Property or any part thereof, to perform any acts Mortgagee deems necessary or proper to conserve the security and to collect and receive all rents, issues, profits, revenues, royalties, rights, proceeds, accounts, accounts receivable, and benefits thereof, including those past due as well as those accruing thereafter; and

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B. Mortgagee shall be entitled, as a matter of strict right, without notice and ex parte, and without regard to the value or occupancy of the security, or the solvency of Mortgagor, or the adequacy of the Mortgaged Property as security for the Note, to have a receiver appointed to enter upon and take possession of the Mortgaged Property, collect the rents, issues, profits, revenues, royalties, rights, proceeds, accounts, accounts receivable, and benefits therefrom and apply the same as the court may direct, such receiver to have all the rights and powers permitted under the laws of Florida.

In either such case, Mortgagee or the receiver may also take possession of, and for these purposes, use any and all personal property which is a part of the Mortgaged Property and used by Mortgagor in the rental or leasing thereof or any part thereof. The expense (including receiver's fees, counsel fees, costs and agent's compensation) incurred pursuant to the powers herein contained shall be secured hereby. Mortgagee shall (after payment of all costs and expenses incurred) apply such rents, issues and profits received by it on the indebtedness secured hereby in such order as Mortgagee determines. The right to enter and take possession of the Mortgaged Property, to manage and operate the same, and to collect the rents, issues, profits, revenues, royalties, rights, proceeds, accounts, accounts receivable, and benefits thereof, whether by a receiver or otherwise, shall be cumulative to any other right or remedy hereunder or afforded by law, and may be exercised concurrently therewith or independently thereof. Mortgagee shall be liable to account only for such rents, issues and profits actually received by Mortgagee.

11. If the indebtedness secured hereby is now or hereafter secured by chattel mortgages, security interests, financing statements, pledges, contracts of guaranty, assignments of leases, or other securities, or if the Mortgaged Property hereby encumbered consists of more than one parcel of real property, Mortgagee may at its option exhaust any one or more of said securities and security hereunder, or such parcels of security hereunder, either concurrently or independently, and in such order as it may determine.

12. This Mortgage shall secure not only existing indebtedness, but also such future advances, whether such advances are obligatory or to be made at the option of Mortgagee, or otherwise, as are made within twenty (20) years from the date hereof, to the same extent as if such future advances were made on the date of the execution of this Mortgage, but such secured indebtedness shall not exceed at any time the maximum principal amount of two times the amount of the Note, plus interest thereon, plus any disbursements made for the payment of taxes, levies, or insurance on the Mortgaged Property, plus interest on such disbursements. Any such future advances, whether obligatory or to be made at the option of the Mortgagee, or otherwise, may be made either prior to or after the due date of the Note or any other notes secured by this Mortgage. This Mortgage is given for the specific purpose of securing any and all indebtedness by the Mortgagor to Mortgagee (but in no event shall the secured indebtedness exceed at any time the maximum principal amount set forth in this paragraph) in whatever manner this indebtedness may be evidenced or represented until this Mortgage is satisfied of record. All covenants and agreement contained in this Mortgage shall be applicable to all further advances made by Mortgagee to Mortgagor under this future advance clause.

13. No delay by Mortgagee in exercising any right or remedy hereunder, or otherwise afforded by law, shall operate as a waiver thereof or preclude the exercise thereof during the continuance of any default hereunder. No waiver by Mortgagee of any default shall constitute a waiver of or consent to subsequent defaults. No failure of Mortgagee to exercise any option herein given to accelerate maturity of the debt hereby secured, no forbearance by Mortgagee before or after the exercise of such option and no withdrawal or abandonment of foreclosure proceeding by Mortgagee shall be taken or construed as a waiver of its right to exercise such option or to accelerate the maturity of the debt hereby secured by reason of any past, present or future default on the part of Mortgagor; and, in like manner, the procurement of insurance or the payment of taxes or other liens or charges by Mortgagee shall not be

taken or construed as a waiver of its right to accelerate the maturity of the debt hereby secured.

14. Without affecting the liability of Mortgagor or any other person (except any person expressly released in writing) for payment of any indebtedness secured hereby or for performance of any obligation contained herein, and without affecting the rights of Mortgagee with respect to any security not expressly released in writing, Mortgagee may, at any time and from time to time, either before or after the maturity of said note, and without notice or consent:

A. Release any person liable for payment of all or any part of the indebtedness or for performance of any obligation;

B. Make any agreement extending the time or otherwise altering the terms of payment of all or any part of the indebtedness, or modifying or waiving any obligation, or subordinating, modifying or otherwise dealing with the lien or charge hereof;

C. Exercise or refrain from exercising or waive any right Mortgagee may have;

D. Accept additional security of any kind; and

E. Release or otherwise deal with any property, real or personal, securing the indebtedness, including all or any part of the Mortgaged Property.

15. Any agreement hereafter made by Mortgagor and Mortgagee pursuant to this Mortgage shall be superior to the rights of the holder of any intervening lien or encumbrance.

16. Mortgagor hereby waives all right of homestead exemption, if any, in the Mortgaged Property.

17. In the event of condemnation proceedings of the Mortgaged Property, the award or compensation payable thereunder is hereby assigned to and shall be paid to Mortgagee. Mortgagee shall be under no obligation to question the amount of any such award or compensation and may accept the same in the amount in which the same shall be paid. In any such condemnation proceedings, Mortgagee may be represented by counsel selected by Mortgagee. The proceeds of any award or compensation so received shall, at the option of Mortgagee, either be applied to the prepayment of the Note and at the rate of interest provided therein, regardless of the rate of interest payable on the award by the condemning authority, or at the option of Mortgagee, such award shall be paid over to Mortgagor for restoration of the Mortgaged Property.

18. At the option of Mortgagee, Mortgagor shall provide Mortgagee with periodic financial statements of the operations of and the financial condition of Mortgagor.

19. The loan represented by this Mortgage and the Note is personal to the Mortgagor and the Mortgagee made the loan to the Mortgagor based upon the credit of the Mortgagor and the Mortgagee's judgment of the ability of the Mortgagor to repay all sums due under this Mortgage, and therefore this Mortgage may not be assumed by any subsequent holder of an interest in the Mortgaged Property. Nothing contained in this paragraph shall prohibit the sale by Mortgagor of individual parcels, either by Deed and Purchase Money Mortgage or by Contract for Deed; subject, however, to the terms and conditions of Mortgagor's collateral assignment of said Mortgages and Contracts to Mortgagee.

20. COMPLIANCE WITH ENVIRONMENTAL LAWS:

A. Hazardous Waste: "Hazardous Waste" shall mean and include those elements or compounds which are contained in the list of hazardous substances adopted by the United States Environmental Protection Agency (EPA) and the list of toxic pollutants designated by Congress or the EPA or defined by any other federal, state or local

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statute, law, ordinance, code, rule, regulation, order or decree regulating, relating to or imposing liability or standards of conduct concerning any hazardous, toxic or dangerous waste, substance or material as now or at any time in effect.

B. Representations and Warranties: Mortgagor specifically represents and warrants that the use and operation of the Mortgaged Property complies with all applicable environmental laws, rules and regulations, including, without limitation, the Federal Resource Conservation and Recovery Act and the Comprehensive Environmental Response Compensation and Liability Act of 1980 and all amendments and supplements thereto, and Mortgagor shall continue to comply therewith at all times. Specifically, and without limiting the generality of the foregoing, there are not now and there shall not in the future be any Hazardous Waste located or stored in, upon or at the Mortgaged Property, and there are not now nor shall there be at any time any releases or discharges of Hazardous Waste from the Mortgaged Property.

C. Indemnification:

(1) Mortgagor shall indemnify Mortgagee and hold Mortgagee harmless from and against any and all losses, liabilities (including strict liability), damages, injuries, expenses (including attorneys' fees for attorneys of Mortgagee's choice), costs of any settlement or judgment, and claims of any and every kind whatsoever paid, incurred or suffered by, or asserted against, Mortgagee by any person or entity or governmental agency for, with respect to, or as a direct or indirect result of, the presence on or under, or the escape, seepage, leakage, spillage, discharge, emission or release from the Mortgaged Property of any Hazardous Waste, regardless of whether within Mortgagor's control. The indemnification agreement set forth in this paragraph includes, without limitation, any losses, liabilities (including strict liability), damages, injuries, expenses (including attorneys' fees for attorneys of Mortgagee's choice), costs of any settlement or judgment or claims asserted or arising under the Comprehensive Environmental Response Compensation and Liability Act, any federal, state or local "Superfund" or "Superlien" laws, and any and all other statutes, laws, ordinances, codes, rules, regulations, orders or decrees regulating, with respect to or imposing liability, including strict liability, substances or standards of conduct concerning any Hazardous Waste.

(2) The indemnification and hold harmless agreement set forth in this subparagraph C shall benefit Mortgagee from the date hereof and shall continue notwithstanding payment, release or discharge of this Mortgage or the obligations secured hereby, and, without limiting the generality of the foregoing, such obligations shall continue for the benefit of Mortgagee during and following any possession or ownership of the Mortgaged Property by Mortgagee, whether arising by foreclosure or deed in lieu of foreclosure or otherwise, such indemnification and hold harmless agreement to continue forever.

D. Notice of Environmental Complaint: If Mortgagor shall receive any knowledge of notice (actual or constructive) of:

(1) The happening of any event involving the spill, release, leak, seepage, discharge, presence or cleanup of any Hazardous Waste on the Land or in connection with Mortgagor's operations thereon; or

(2) Any complaint, order, citation or notice with regard to air emission, water discharges; or

(3) Any other environmental, health or safety matter affecting Mortgagor;

(all of the foregoing being referred to herein as an "Environmental Complaint") from any person or entity, then Mortgagor immediately shall notify Mortgagee orally and in writing of the notice.

E. Mortgagee's Reserved Rights: In the event of an Environmental Complaint, Mortgagee shall have the right, but not the obligation (and without limitation of Mortgagee's rights under this

Mortgage) to enter onto the Mortgaged Property or to take such other actions as it shall deem necessary or advisable to clean up, remove, resolve or minimize the impact of, or otherwise deal with, any such Hazardous Waste or Environmental Complaint. All reasonable costs and expenses, including a reasonable attorney's fee, incurred by Mortgagee in the exercise of any such rights shall be secured by this Mortgage; shall be payable by Mortgagor upon demand; and shall accrue interest at the highest lawful rate from the date paid by Mortgagee.

F. **Breach:** Any breach of any warranty, representation or agreement contained in this Section shall be an Event of Default and shall entitle Mortgagee to exercise any and all remedies provided in this Mortgage, or otherwise permitted by law.

21. In the event any one or more of the provisions contained in this Mortgage or in the Note shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall, at the option of the Mortgagee, not affect any other provisions of this Mortgage, but this Mortgage shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein or therein. The total interest payable pursuant to the Note or this Mortgage shall not in any one year exceed the highest lawful rate of interest permitted in the State of Florida.

22. The covenants and agreements herein contained shall bind and the benefits and advantages shall inure to the respective heirs, executors, administrators, successors, and assigns of the parties hereto. Wherever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders. All covenants, agreements and undertakings shall be joint and several. In the event additional numbered covenants or paragraphs are for convenience inserted in this Mortgage, such additional covenants shall be read and given effect as though following this covenant in consecutive order.

23. **Partial Releases.** Provided Mortgagor is not in default under the Mortgage or any other agreement or obligation between Mortgagor and Mortgagee, Mortgagor shall be entitled to partial releases of the subject property, based on ten (10) acre tracts as the same are surveyed and sold by Mortgagor. The partial release price for the first such tract shall be \$30,000.00. The partial release price for the 2nd through 4th tracts shall be \$32,000.00 per tract and the 5th and final tract shall be so released upon the payment of \$34,000.00. The partial release amounts set forth herein shall be in addition to any principal reduction requirements as set forth in the loan documents between Mortgagor and Mortgagee. The partial releases executed by Mortgagee shall also release the Collateral Assignment of Leases, Rents and Profits, Security Agreement and Uniform Commercial Code Financing Statement of even date herewith. Mortgagor shall be responsible for any fees or costs incurred by Mortgagee in connection with the preparation and filing of said partial releases.

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

Signed, sealed, and delivered in our presence as witnesses:

Robert D. Wilson
Print name Robert D. Wilson

P. Foster
Print name P. FOSTER

Mark C. Debolt
MARK C. DEBOLT, individually and as trustee

STATE OF FLORIDA
COUNTY OF MARION

Sworn to and subscribed before me this 31st day of December, 1997, by MARK C. DEBOLT, individually and as trustee, who is (a) _____ personally known to me or (b) _____ produced _____ as identification.

Notary stamp or seal

Pamela D. Foster
Notary Public, State of Florida



Schedule A

Commence at the NW corner of the NE 1/4 of the NW 1/4 of Section 13, Township 15 South, Range 19 East, Marion County, Florida; thence S.00°23'41"E. along the West boundary of the East 1/2 of said NW 1/4 a distance of 1286.70 feet; thence N.89°47'26"E., 328.25 feet to the Point of Beginning; thence continue N.89°47'26"E., 2309.83 feet to a point on the East boundary of the West 1/2 of the NE 1/4 of said Section 13; thence S.00°14'13"E. along said East boundary 1317.85 feet to the North right of way line of State Road No. 328 (66 feet wide); thence N.89°59'24"W. along said North right of way line 1018.46 feet; thence continue along said North right of way line S.88°54'23"W., 1291.68 feet; thence N.00°13'49"W., 1333.88 feet to the Point of Beginning.

FTA
Record \$ 17.00

This instrument prepared by:
Robert D. Wilson
Wilson & Williams, P.A.
Post Office Box 908
Ocala, Florida 34478

DAVID R. ELLSPERMANN, CLERK OF CIRCUIT COURT
FILE: 97105448
12/31/97 16:05
OR BOOK/PAGE: 2446 / 1640
MARION COUNTY

COLLATERAL ASSIGNMENT OF LEASES, RENTS AND PROFITS

KNOW ALL MEN BY THESE PRESENTS, that whereas MARK C. DEBOLT, individually and as trustee, (hereinafter referred to as "Assignor"), is the present owner in fee simple of the property in Marion County, Florida, more particularly described as follows:

LEGAL DESCRIPTION IS ATTACHED HERETO AS EXHIBIT "A"

(hereinafter sometimes referred to as the "Mortgaged Premises"; and

WHEREAS, SOUTHTRUST BANK, N.A., having its principal office at Post Office Box 3570, Ocala, Florida 34478, (hereinafter sometimes referred to as "Assignee") is the owner and holder of a mortgage encumbering the Mortgaged Premises (hereinafter sometimes referred to as the "Mortgage"), which mortgage secures a note in the original principal sum of One hundred sixty thousand dollars (\$160,000.00) made by Assignor to Assignee of even date herewith, (hereinafter sometimes referred to as the "Note"); and

WHEREAS, Assignee as a condition to granting the Mortgage has required the execution of this Assignment of Leases, Rents and Profits of the Mortgaged Premises by Assignor (hereinafter sometimes referred to as the "Assignment").

NOW THEREFORE, in order further to secure the payment of the indebtedness of Assignor to Assignee and in consideration of making the loan represented by the Mortgage and the Note or Notes secured thereby (hereinafter sometimes collectively referred to in the singular as the "Note") and in further consideration of the sum of \$10.00 paid by Assignee to Assignor, the receipt of which is hereby acknowledged, Assignor does hereby sell, assign, transfer and set over unto Assignee all of the rents, issues and profits of the Mortgaged Premises. This Assignment shall become operative upon any default being made by Assignor under the terms of the Mortgage or the Note, and to remain in full force and effect so long as any default continues to exist in the making of any of the payment or the performance of any of the covenants set forth in the Mortgage or the Note.

Assignor and Assignee further agree as follows:

1. In furtherance of the foregoing assignment, Assignor hereby authorizes Assignee, by its employees or agents, at its option, after the occurrence of a default as aforesaid, to enter upon the Mortgaged Premises and to collect, in the name of Assignor or in its own name as Assignee, the rents accrued but unpaid and in arrears at the date of such default, as well as the rents thereafter accruing and becoming payable during the period of the continuance of the said or any other default; and, to this end, Assignor further agrees that it will facilitate, in all reasonable ways, Assignee's collection of said rents, and will, upon request by Assignee, execute a written notice to each tenant directing the tenant to pay rent to Assignee.

2. Assignor also hereby authorizes Assignee upon such entry, at its option, to take over and assume the management, operation and maintenance of the mortgaged Premises and to perform all acts necessary and proper and to expend such sums out of the income of the Mortgaged

Premises as may be needed in connection therewith, in the same manner and to the same extent as Assignor theretofore might do, including the right to execute and deliver new leases, to cancel or surrender existing leases, to alter or amend the terms of existing leases, to renew existing leases, or to make concessions to tenants, the Assignor hereby releasing all claims against Assignee arising out of such management, operation and maintenance, excepting the liability of Assignee to account as set forth, infra.

3. Assignee shall, after payment of all proper charges and expenses, including reasonable compensation to any managing agent it shall select and employ, and after the accumulation of a reserve to meet taxes, assessments, and fire and liability insurance in requisite amount, credit the net amount of income received by it from the Mortgaged Premises by virtue of this Assignment, to amounts due and owing to it by Assignor under the terms of the Mortgage and the Note; but the manner of the application of such net income and what items shall be credits, shall be determined in the sole and exclusive discretion of Assignee. Assignee shall not be accountable for more monies than it actually receives from the Mortgaged Premises; nor shall it be liable for failure to collect rents. Assignee shall make all reasonable effort to collect rent, reserving however, within its own discretion, the right to determine the method of collection and the extent to which enforcement of collection of delinquent rents shall be prosecuted.

4. In the event, however, that Assignor shall reinstate the Mortgage and Note completely in good standing, having complied with all the terms, covenants and conditions of the Mortgage and the Note, then Assignee, within one month after demand in writing, shall re-deliver possession of the Mortgaged Premises to Assignor, who shall remain in possession unless and until other such default occurs, at which time Assignee may, at its option again take possession of the Mortgaged Premises under authority of this Assignment.

5. Assignor hereby covenants and warrants to Assignee that neither it nor to the best of its knowledge, any previous owner has executed any prior assignment or pledge of the rentals of the Mortgaged Premises, nor any prior assignment or pledge of its landlord's interest in any lease of the whole or any part of the Mortgaged Premises. Assignor also hereby covenants and agrees not to collect the rents of the Mortgaged Premises in advance, other than as required to be paid in advance by the terms of any lease, and further agrees not to do any other act which would destroy or impair the benefits to Assignee of this Assignment.

6. It is not the intention of the parties hereto that an entry by Assignee upon the Mortgaged Premises under the terms of the Assignment shall constitute Assignee a "mortgagee in possession" in contemplation of law.

7. This Assignment shall remain in full force and effect as long as the Note and Mortgage remain unpaid in whole or in part.

8. Assignor agrees that nothing in this Assignment shall be construed to limit or restrict in any way the rights, powers, and remedies granted in the Note and Mortgage to Assignee, or its successor. The collection and application of the rents, issues and profits of the Mortgaged Premises to the Note or Mortgage or as otherwise provided supra, shall not constitute a waiver of any default which might, at the time of such an application or thereafter, exist under the Note and Mortgage, and the payment of the indebtedness secured by such instruments may be accelerated in accordance with their terms, notwithstanding such application.

9. The provisions of the Assignment shall be binding upon Assignor and its legal representatives, successors, grantees or assigns, and shall inure to the benefit of Assignee and its successors or assigns.

10. It is understood and agreed that a full and complete satisfaction of the Note and Mortgage shall operate as a full and complete release of all Assignee's rights and interest hereunder and

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that after the Mortgage has been fully satisfied, this Assignment shall be void and of no further effect.

IN WITNESS WHEREOF, Assignor has executed this Assignment on this the 21 day of December, 1997.

Signed, sealed and delivered
in our presence as witnesses:

Robert D. Wilson
Print name Robert D. Wilson

P. Foster
Print name P. FOSTER

MARK C. DEBOLT
MARK C. DEBOLT, individually and
as trustee

STATE OF FLORIDA
COUNTY OF MARION

Sworn to and subscribed before me this 31st day of December, 1997,
by MARK C. DEBOLT, individually and as trustee, who is (a) _____
personally known to me or (b) _____ who produced IDA
as identification.

Notary stamp or seal

Pamela B. Foster
Notary Public, State of Florida



FILE: 97105448
OR BOOK/PAGE: 2446 / 1642

Schedule A

Commence at the NW corner of the NE 1/4 of the NW 1/4 of Section 13, Township 15 South, Range 19 East, Marion County, Florida; thence S.00°23'41"E. along the West boundary of the East 1/2 of said NW 1/4 a distance of 1286.70 feet; thence N.89°47'26"E., 328.25 feet to the Point of Beginning; thence continue N.89°47'26"E., 2309.83 feet to a point on the East boundary of the West 1/2 of the NE 1/4 of said Section 13; thence S.00°14'13"E. along said East boundary 1317.85 feet to the North right of way line of State Road No. 328 (66 feet wide); thence N.89°59'24"W. along said North right of way line 1018.46 feet; thence continue along said North right of way line S.88°54'23"W., 1291.68 feet; thence N.00°13'49"W., 1333.88 feet to the Point of Beginning.

This Financing Statement is presented to a filing officer for filing pursuant to the Uniform Commercial Code:

1. Debtor (Last Name First if an Individual) DEBOLT, MARK C.		1a. Date of Birth or FEI#	
1b. Mailing Address 1224 Southeast Fort King Street		1c. City, State Ocala, Florida	1d. Zip Code 34470
2. Additional Debtor or Trade Name (Last Name First if an Individual) DEBOLT, MARK C. - TRUSTEE		2a. Date of Birth or FEI#	
2b. Mailing Address 1224 Southeast Fort King Street		2c. City, State Ocala, Florida	2d. Zip Code 34470
3. Secured Party (Last Name First if an Individual) SOUTHTRUST BANK, N.A.		3a. Date of Birth or FEI#	
3a. Mailing Address Post Office Box 3570		3b. City, State Ocala, Florida	3c. Zip Code 34478
4. Assignee of Secured Party (Last Name First if an Individual)		4a. Date of Birth or FEI#	
4a. Mailing Address		4b. City, State	4c. Zip Code
5. This Financing Statement covers the following types or items or property (include description of real property on which located and owner of record when required. If more space is required, attach additional sheet(s)). All leases, rents, profits on the property described in the attached Exhibit "A". Also see Exhibit "B".			

6. Check only if Applicable: Products of collateral are also covered. Proceeds of collateral are also covered. Debtor is transmitting utility.

7. Check appropriate box: (One box must be marked) All documentary stamp taxes due and payable or to become due and payable pursuant to s. 201.22 F.S., have been paid. Florida Documentary Stamp Tax is not required.

8. In accordance with s. 679.402(2), F.S., this statement is filed without the Debtor's signature to perfect a security interest in collateral:

already subject to a security interest in another jurisdiction when it was brought into this state or debtor's location changed to this state.

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

as to which the filing has lapsed. Date filed _____ and previous UCC-1 file number _____

acquired after a change of name, identity, or corporate structure of the debtor.

9. Number of additional sheets presented: _____

This Space for Use of Filing Officer

10. Signature(s) of Debtor(s)
[Signature]
MARK C. DEBOLT, INDIVIDUALLY AND AS TRUSTEE

DAVID R. ELLSPERMANN, CLERK OF CIRCUIT COURT
FILE: 97105449
12/31/97 16:05
OR BOOK/PAGE: 2446 / 1644
MARION COUNTY

11. Signature(s) of Secured Party or If Assigned, by Assignee(s)
SOUTHTRUST BANK, N.A.
By *[Signature]*
Timothy E. Roberson, Vice President
Mark M. Gagne, Portfolio Manager

12. Return Copy to:

Name: Robert D. Wilson
Address: Wilson & Williams, P.A.
Address: Post Office Box 908
Address: Ocala, Florida 34478
City, State, Zip: (352) 629-9747
Florida Bar No. 326178

Schedule A

Commence at the NW corner of the NE 1/4 of the NW 1/4 of Section 13, Township 15 South, Range 19 East, Marion County, Florida; thence S.00°23'41"E. along the West boundary of the East 1/2 of said NW 1/4 a distance of 1286.70 feet; thence N.89°47'26"E., 328.25 feet to the Point of Beginning; thence continue N.89°47'26"E., 2309.83 feet to a point on the East boundary of the West 1/2 of the NE 1/4 of said Section 13; thence S.00°14'13"E. along said East boundary 1317.85 feet to the North right of way line of State Road No. 328 (66 feet wide); thence N.89°59'24"W. along said North right of way line 1018.46 feet; thence continue along said North right of way line S.88°54'23"W., 1291.68 feet; thence N.00°13'49"W., 1333.88 feet to the Point of Beginning.

EXHIBIT "B"

1. This Financing Statement covers the following types and items of property:

A. Improvements. All buildings, structures, betterments, and other improvements of any nature now or hereafter situated in whole or in part upon the lands in Marion County, Florida, described in Exhibit "A" (the 'Land'), regardless of whether physically affixed thereto or severed or capable of severance therefrom (the 'Improvements').

B. Appurtenances. The benefit of all easements and other rights of any nature whatsoever appurtenant to the Land, the Improvements, or the use made or operations conducted upon the Land, and all rights of way, streets, alleys, passages, drainage rights, sewer rights, water rights and rights of ingress and egress to the Land, and all adjoining property, whether now existing or hereafter arising, together with the reversion or reversions, remainder or remainders, rents, issues, incomes, and profits of any of the foregoing.

C. Tangible Property. All of Debtor's interest in all fixtures, equipment and tangible personal property of any nature whatsoever now or hereafter (i) attached or affixed to the Land or the Improvements, or both, regardless of whether physically affixed thereto or severed or capable of severance therefrom or (ii) regardless of where situated, used, usable, or intended to be used in connection with any present or future use or operation of or upon the Land. The foregoing includes all heating, air conditioning, lighting, incinerating, and power equipment; all engines, compressors, pipes, pumps, tanks, wells, water mains, laterals, manholes, motors, conduits, wiring, and switchboards; all plumbing, lifting, cleaning, fire prevention, fire extinguishing, refrigerating, ventilating, and communications apparatus; all boilers, furnaces, oil burners, vacuum cleaning systems, elevators, and escalators; all stoves, ovens, ranges, disposal units, dishwashers, water heaters, exhaust systems, refrigerators, cabinets, and partitions; all rugs and carpets; all laundry equipment; all building materials, all furniture, furnishings, office equipment, and office supplies (including stationery, letterheads, billheads, and items of a similar nature); and all additions, accessions, renewals, replacements, and substitutions of any or all of the foregoing (the 'Tangible Property').

D. Income. All rents, issues, incomes, and profits in any manner arising from the Land, Improvements, or Tangible Property, or any combination, including Debtor's interest in and to all leases, licenses, franchises, and concessions of, or relating to, all or any portion of the Land, Improvements or Tangible Property, whether now existing or hereafter made, including all amendments, modifications, replacements, substitutions, extensions, renewals, or consolidations. The foregoing items are jointly and severally called the 'Rents' in this instrument.

E. Proceeds. All proceeds of the conversion, voluntary or involuntary, of any of the property described in this paragraph into

cash or other liquidated claims, or that are otherwise payable for injury to, or the taking or requisitioning of, any such property, including all insurance and condemnation proceeds.

F. Contract Rights. All of Debtor's right, title and interest in and to any and all contracts, written or oral, express or implied, now existing or hereafter entered into or arising, in any manner related to the Improvements, use, operation, sale, conversion, or other disposition of any interest in the Land, Improvements, Tangible Property, or the Rents, or any combination, including any and all deposits, prepaid items, and payments due and to become due thereunder, and including construction contracts, service contracts, advertising contracts, purchase orders, and equipment leases.

G. Other Intangibles. All contract rights, accounts, instruments and general intangibles, as such terms from time to time are defined in the Florida Uniform Commercial Code, in any manner related to the use, operation, sale, conversion, or other disposition (voluntary or involuntary) of the Land, Improvements, Tangible Property, or Rents including all permits, licenses, insurance policies, rights of action and other choses in action.

H. Secondary Financing. All of Debtor's rights, power or privilege to further encumber any of the property described in this paragraph by debt.

I. Construction Documents. The foregoing types of property include specifically all of the following: all contracts, plans and documents that concern the design and construction of the Improvements, including plans and specifications, drawings and architectural and/or engineering contracts, and construction contracts, together with all amendments, revisions, modifications and supplements.

J. Other. Specifically included and not by way of limitation, the following is included in the definitions of Improvement, Contract Rights and Other Intangibles as set forth herein, to-wit:

(LEFT BLANK INTENTIONALLY)

As used in Paragraphs A. through J., the term "include", and all variations thereof, are for illustrative purposes only and are always without limitation.

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