

Prepared by:

BROOKLYN, NY 11235

NOT A CERTIFIED TRUE AND
CORRECT COPY
INITIAL JKR
DATE 6/13/17

(Space Above This Line For Recording Data)

State of Florida

MORTGAGE

THIS MORTGAGE is given on JUNE 13, 2017.

The Mortgagor is **FLORIDA GREEN CONSTRUCTION, INC.**, whose address is
50 LEANNI WAY, UNIT C1, PALM COAST, FL 32137

("Borrower"). This Security Instrument is given to _____ which is organized and existing under the laws of
FLORIDA, and whose address is

_____, BROOKLYN, NY 11235

("Lender"). Borrower owes Lender the principal sum of **One Hundred Seventy Eight Thousand Eight Hundred dollars and no cents, (\$178,800.00).**

This debt is evidenced by Borrower's note dated the same date as this Security Instrument ("Note"), which provides for monthly payments, with the full debt, if not paid earlier, due and payable in 12 months from date of this mortgage (see Mortgage Note attached as Exhibit "A").

Witnesseth, that for good and valuable considerations, and also in consideration of the aggregate sum named in the promissory note of even date herewith, hereinafter described, the mortgagor hereby grants, bargains, sells, aliens, remises, conveys and confirms unto the mortgagee all the certain land of which the mortgagor is now seized and in possession situate in Flagler County, Florida, viz:

PALM COAST SECTION 28 BLOCK 00044 LOT 0002 SUBDIVISION COMPLETION YEAR 1980 OR 378
PG681 , OF THE PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA.

SAID PROPERTY IS NOT HOMESTEAD OF THE MORTGAGOR(S) UNDER THE LAWS AND Constitution OF THE STATE OF FLORIDA IN THAT NEITHER MORTGAGOR(S) NOR ANY MEMBERS OF THE Household OF THE MORTGAGOR(S) RESIDE THEREON.

Which has the address of 36 PORTLAND LANE, Palm Coast, Florida 32164, ("Property Address");

Parcel Number: 07-11-31-7028-00440-0020

IF THE OWNERSHIP OF ANY PROPERTY SECURING THE APREMENTIONED PROMISSORY NOTE BECOMES VESTED IN ANY PERSON, FIRM OR CORPORATION, OTHER THEN THE MORTGAGOR (S) NAMED IN THIS MORTGAGE, AT THE OPTION OF THE MORTGAGEE THE UNPAID PRINCIPAL BALANCE OF THE PROMISSORY NOTE AND ALL ADVANCEMENTS MADE UNDER IT, OR THE MORTGAGE, TOGETHER WITH INTEREST, SHALL BE DUE AND PAYABLE, TIME BEING OF THE ESSENCE OF THIS CONTRACT.

IF THE NOTE HOLDER HAS NOT RECEIVED THE FULL MONTHLY PAYEMNT BY THE END OF 15 CALENDAR DAYS AFTER THE DATE IT IS DUE, I WILL PAY A LATE CHARGE TO THE NOTE HOLDER. THIS AMOUNT OF THE CHARGE WILL BE 5% OF MY OVERDUE PAYMENT AMOUNT. I WILL PAY THIS LATE CHARGE ONCE ON EACH LATE PAYMENT.

To Have and to Hold the same, together with the tenments and appurtenances thereto belonging, and the rents, issues and profits thereof, unto the mortgagee, in fee simple.

And the mortgagor covenants with the mortgagee that the mortgagor is indefeasibly seized of said land in fee simple; that the mortgagor has good right and lawful authority to convey such land as aforesaid; that the mortgagor will make such further assurances to perfect the fee simple title to said land in the mortgagee as may reasonably be required; that the mortgagor hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free and clear of all encumbrances.

Initials JKR

Provided Always, that if said mortgagor shall pay unto said mortgagee the certain note herinafter substantially copied or identified, to-wit:

SEE ATTACHED EXHIBIT "A"

and shall perform, comply with and abide by each and every the agreements, stipulations, conditions and covenants thereof, and of this mortgage, then this mortgage and the estate hereby created, shall cease, determine and be null and void.

And the mortgagor hereby further covenants and agrees to pay promptly when due the principal and interest and other sums of money provided for in said note and this mortgage, or either; to pay all and singular the taxes, assessments, levies, liabilities, obligations, and encumbrances of every nature on said property; to permit, commit or suffer no waste, impairment or deterioration of said land or the improvements thereon at any time; to keep the buildings now or hereafter on said land fully insured in a sum of not less than

Full insurable value

in a company or companies acceptable to the mortgagee, the policy or policies to be held by, and payable to, said mortgagee, and in the event any sum of money becomes payable by virtue of such insurance the mortgagee shall have the right to receive and apply the same to the indebtedness hereby secured, accounting to the mkortgagor for any surplus; to pay all costs, charges, and expenses, including lawyer's fees and title searches, reasonably incurred or paid by the mortgagee because of the failure of themortgagpr to promptly and fully comply with the agreements, stipulations, conditions, and covenants set forth in said note and this mkortgage pr either. In the event the mortgagor fails to pay when due any tax, assessment, insurance premium or other sum of money payable by virtue of said note and this mortgage, or either, the mortgagee may pay the same, without waiving or affecting the option to foreclose or any other right hereunder, and all such payments shall bear interest from date thereof at the highest lawful rate then allowed by the laws of the State of Florida.

If any sum of money herein referred to be not promptly paid within 15 days next after the same becomes due, or if each and every the agreements, stipulations, conditions, and covenants of said note and this mortgage, or either, are not fully performed, complies with and abided by, then the entire sum mentioned in said note and this mortgage, or the entire balance unpaid thereon, shall forthwith or thereafter, at the option of the mortgagee, become and be due and payable, anything in said note or herein to the contrary notwithstanding. Failure by the mortgagee to exercise any of the rights or options herein provided shall not constitute a waiver of any rights or options under said note or this mortgage accrued or thereafter accruing.

In Witness Whereof, the said mortgagor has hereunto signed and sealed these presents the day and year first above written.

Signed, sealed and delivered in the presence of:

Witnesses:

[Signature]

Witness Printed Name

Ruzanna Tarannik

FLORIDA GREEN CONSTRUCTION, INC.

(Seal)
-Borrower

BY: *[Signature]*

VICE PRESIDENT

[Signature]

Witness Printed Name

[Signature]

STATE OF FLORIDA, Flagler County ss:

The foregoing instrument was acknowledged before me this JUNE 13, 2017 by YEFIM VASILEVSKIY, AS VICE PRESIDENT OF FLORIDA GREEN CONSTRUCTION, INC., who is personally known to me or who has produced driver's license as identification.



[Signature]

(Seal)

Notary Public

Notary Printed Name: Ruzanna Tarannik

My Commission Expires: 8/13/18

Initials

[Handwritten Initials]

ESCROW AGREEMENT
DOCUMENTS/MONIES

INITIALS: [Handwritten initials]
DATE: 6/13/17

File No: 16-0841

Date: JUNE 13, 2017

THIS AGREEMENT, entered into this JUNE 13, 2017, by and between [redacted] hereinafter referred to as "LENDER", FLORIDA GREEN CONSTRUCTION, INC., hereinafter referred to as "BORROWER" and Agent's Choice Title, LLC..

WITNESSETH:

WHEREAS, Lender and Borrower have entered in a Construction Loan Agreement (see attached copies of Mortgage Note and Mortgage) to build a single family home Model "DENISE" (1448 sq ft Living Area; 2157 sq ft Total Area) on that certain parcel of land located at 36 PORTER LANE, PALM COAST, FL 32164 and known as:
PALM COAST SECTION 28 BLOCK 00044 LOT 0002 SUBDIVISION COMPLETION YEAR 1980 OR 378 PG681 , OF THE PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA.

And

WHEREAS, the parties desire to hold and transfer funds through Escrow,

NOW, THEREFORE, it is hereby agreed as follows:

1. I/we hereby request Agent's Choice Title, LLC., retain in escrow, the following:

- A. **\$178,800.00**
- B. Original signed Mortgage Note and Mortgage documents.

Note: LENDER HAS THE RIGHT TO REQUEST THE RECORDATION OF THE MORTGAGE NOTE AND MORTGAGE DOCUMENTS IN THE FLAGLER COUNTY PUBLIC RECORDS AT ANY TIME DURING THE 12 MONTHS PERIOD OF THIS ESCROW AGREEMENT/TERM OF THE MORTGAGE NOTE. THE FEE DUE TO THE CLERK OF CIRCUIT COURT TO RECORD SAID DOCUMENTS IS \$1352.50 AND IS THE RESPONSIBILITY OF LENDER.

2. Said funds are to be held pending receipt, by Agent's Choice Title, LLC., of the following documents:

- A. written request from Borrower and written acknowledgement from Lender for release of Draw funds as per Mortgage Note agreement.

3. THIS ESCROW AGREEMENT SHALL BE VALID FOR A PERIOD OF 12 MONTHS FROM THE DATE OF RECEIPT OF FUNDS AND DOCUMENTS LISTED ABOVE. AFTER SAID PERIOD THIS ESCROW AGREEMENT MAY BE EXTENDED FOR A PERIOD OF AN ADDITIONAL 12 MONTHS UPON RECEIPT OF WRITTEN CONCENT/REQUEST OF BOTH, BORROWER AND LENDER.

4. It is understood and agreed by the parties hereto that Agent's Choice Title, LLC. has no responsibility for the interpretation of these escrow instructions, other than as set forth above. The above instructions may only be altered by duplicate written instructions and accepted by Agent's Choice Title, LLC..

5. It is expressly understood and agreed between the parties hereto that in the event of controversy involving and subject matter and/or disbursement of the escrowed money, Agent's Choice Title, LLC., is authorized to institute interpleader proceedings in the appropriate Court of record for judicial determination as to proper distribution of said funds. In such instance, all costs shall be borne by the escrowed funds and the contesting parties, including reasonable attorney's fees, at no expense to Agent's Choice Title, LLC..

PROVIDED, HOWEVER, that the prevailing party, as between Seller and Buyer, shall be entitled to recover all costs, together with reasonable attorney's fees incurred, in any interpleader, including without limitation, any Appellate court proceedings arising out of this Agreement.

6. In consideration for Agent's Choice Title, LLC. agreeing to act as Escrow Agent in this matter, the LENDER hereby agrees to pay an escrow fee of \$200.00.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seal this MAY 26, 2017

FLORIDA GREEN CONSTRUCTION, -BORROWER
INC.

-LENDER

BY _____, VICE
PRESIDENT

Agent's Choice Title, LLC. hereby accepts this escrow and acknowledges receipt of the above funds.

Authorized Signatory
RUZANNA TARANNIK
OWNER/TITLE AND ESCROW AGENT

Each maker and endorser waives presentment, protest, notice of protest and notice of dishonor and agrees to pay all costs, including a reasonable attorney's fee, whether suit be brought or not, if counsel shall after maturity of this note or default hereunder or under said mortgage, be employed to collect this note or to protect the security thereof.

Documentary Tax has been paid and proper stamps have been affixed to the Mortgage

Maker's Address:
50 LEANNI WAY, UNIT C1
PALM COAST, FL 32137


FLORIDA GREEN CONSTRUCTION, INC.

BY: _____

VICE PRESIDENT

THIS IS A CERTIFIED TRUE AND CORRECT COPY

INITIAL JWT
DATE 6/13/17

Parcel ID No: 07-11-31-7028-00440-0020

Quit Claim Deed

Made this OCTOBER 27, 2016 A.D. by **FLORIDA GREEN CONSTRUCTION, INC.**, a Florida Corporation, hereinafter called the grantor, to whose post office address is: **BROOKLYN, NY 11235**, hereinafter called the grantee:

(Whenever used herein the term "grantor" and "grantee" include all the parties to this instrument and the heirs, legal re-presentatives and assigns of individuals, and the successors and assigns of corporations)

Witnesseth, that the grantor, for and in consideration of the sum of \$10.00 and other valuable considerations, receipt whereof is hereby acknowledged, does hereby remise, release, and quit claim unto the grantee forever, all the right, title, interest, claim and demand which the said grantor has in and to, all that certain land situate in Flagler County, Florida, viz:

PALM COAST SECTION 28 BLOCK 00044 LOT 0002 SUBDIVISION COMPLETION YEAR 1980 OR 378 PG681 , OF THE PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA.

COMMONLY KNOWN AS: 36 PORTER LANE, PALM COAST, FL 32164

Together with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

To Have and to Hold, the same together with all and singular the appurtenances thereunto belonging or in anywise appertaining, and all the estate, right, title, interest, lien, equity and claim whatsoever of the said grantor, either in law or equity, to the only proper use, benefit and behoof of the said grantee forever.

In Witness Whereof, the said grantor has signed and sealed these presents the day and year first above written.

Signed, sealed and delivered in our presence:

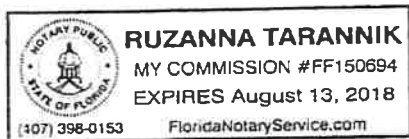
[Signature]
Witness
Printed Name Ruzanna Tarannik

[Signature]
FLORIDA GREEN CONSTRUCTION, INC. (Seal)
VICE PRESIDENT
Address: 450 LEANNI WAY, UNIT C-1, PALM COAST, FL 32137

[Signature]
Witness
Printed Name [Signature]

State of Florida
County of Flagler

The foregoing instrument was acknowledged before me this MAY 26, 2017, by **YEFIM VASILEVSKIY, AS VICE PRESIDENT OF FLORIDA GREEN CONSTRUCTION, INC.**, who is personally known to me or who has produced DRIVER'S LICENSES as identification.



[Signature]
Notary Public
Print Name: Ruzanna Tarannik
My Commission Expires: 8/13/18