

EMERALD RANCH
To West

SECTION 5, 433

ROSE RANCH

LEGAL DESCRIPTION

East of SECTIONS 4, 5, 8 and 9, Township 22 South, Range 29 East, and west of S.E. 1/4 of Section 32, Township 21 South, Range 29 East, Orange County, Florida, being more particularly described as follows:

BEGINNING at the East 1/4 corner of Section 8, Township 22 South, Range 29 East, proceed westerly along the East-West centerline of Section 8, N. 89° 09' 50" W., 3940.75 feet; Thence N. 0° 28' 49" E., 1323.10 feet; Thence N. 89° 12' 54" W., 1319.16 feet to the West line of Section 8; Thence Northerly with said West line N. 0° 12' 39" E., 1223.48 feet to the N.W. corner of said Section 8; Thence Easterly with the North line of Section 8, S. 89° 03' 02" E., 657.28 feet; Thence Northerly into Section 5, N. 0° 14' 35" W., 665.16 feet; Thence S. 89° 16' 43" E., 327.94 feet; Thence S. 0° 18' 08" E., 666.43 feet to the South line of Section 5; Thence Southerly into Section 9, S. 0° 03' 31" W., 660.40 feet; Thence S. 89° 07' 47" E., 658.44 feet; Thence N. 0° 02' 33" W., 659.50 feet to the North line of Section 8; Thence Northerly into Section 5, N. 0° 25' 02" W., 2007.03 feet; Thence S. 89° 43' 03" E., 969.62 feet to the East Right-of-Way line of Long road; Thence Northerly with said East Right-of-Way line N. 3° 52' 06" E., 675.04 feet to the south line of the N.E. 1/4 of Section 5; Thence Easterly with said South line N. 89° 25' 56" E., 1219.93 feet; Thence N. 1° 03' 47" W., 2691.24 feet to the north line of Section 5, said North line also being the North line of Township 22 South; Thence Northerly into Section 32, Township 21 South, Range 29 East, N. 9° 35' 06" E., 237.25 feet to the West Right-of-Way line of U.S. Highway No. 441; Thence Southeasterly with said Right-of-Way line S. 57° 13' 37" E., 444.29 feet to the Aforementioned North line of Section 5, Township 22 South, Range 29 East; Thence continue Southeasterly with said Right-of-Way line into Section 5, S. 57° 13' 37" E., 134.43 feet to the P.C. of a 11,334.20 foot radius Right-of-Way curve to the right; Thence Southeasterly along the arc of said curve, thru a central angle of 2° 44' 04" and distance of 540.93 feet to a point; Thence S. 35° 30' 27" W., 15.00 feet to the P.C. of a 11,319.20 foot radius Right-of-Way curve to the right; Thence Southeasterly along the arc of said curve, thru a central angle of 1° 33' 56", a distance of 309.29 feet to the P.T. of said Right-of-Way curve; Thence Southeasterly along said Right-of-Way and into Section 4, S. 52° 55' 37" E., 386.89 feet; Thence N. 37° 04' 23" E., 4.00 feet; Thence S. 52° 55' 37" E., 879.30 feet to the P.C. of a 5593.65 foot radius Right-of-Way curve to the right; Thence Southeasterly along the arc of said curve thru a central angle of 4° 13' 30", a distance of 420.61 feet to a point; Thence N. 41° 22' 53" E., 1.00 feet to the P.C. of a 5594.65 foot radius Right-of-Way curve to the right; Thence Southeasterly along the arc of said curve thru a central angle of 11° 03' 00" a distance of 1078.98 feet to a point; Thence N. 52° 25' 53" E., 10.00 feet to the P.C. of a 5604.65 foot radius Right-of-Way curve to the right; Thence Southeasterly along the arc of said curve, thru a central angle of 2° 36' 33", a distance of 255.22 feet; Thence Southeasterly from said U.S. Highway 441 Right-of-Way S. 48° 10' 06" W., 124.10 feet to a point on the North line of the S.W. 1/4 of Section 4; Thence Westerly with said North line S. 89° 39' 46" W., 637.18 feet to a point; Thence S. 1° 21' 48" E., 2764.34 feet to a point

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MOSE PLANCH

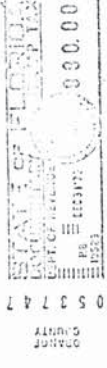
LEGAL DESCRIPTION

PAGE 2

on the North line of Section 9; Thence continue Southerly into Section 9, S. 0° 01' 21" W., 1836.77 feet to a point; Thence S. 03° 59' 23" W., 1329.77 feet to the West line of Section 9; Thence Southerly with said West line S. 0° 18' 21" W., 789.77 feet to the P.O.B. of this description. CONTAINING 749.91 acres more or less.

ALSO: BEGIN at the Northeast corner of Southwest 1/4 of the North-east 1/4 of Section 5, Township 22 South, Range 29 East, run thence South 331.2 feet for the Point-Of-Beginning; Thence West 84.1 feet, run thence Southwesterly 997.05 feet to a point 212.7 feet West of the Southeast corner of the said Southwest 1/4 of the Northeast 1/4; Run thence East to said Southeast corner of the Southwest 1/4 of the Northeast 1/4; Run thence North to the Point-of-Beginning, CONTAINING 3.4 acres more or less. SUBJECT TO ALL R/W'S AND EASEMENTS OF RECORD.

TOTAL ACREAGE: 753.31 acres more or less.



RECORDED IN 182

MORTGAGE NOTE

\$2,685,500.00

Orlando, Florida
December , 1970

FOR VALUE RECEIVED, the undersigned, (jointly and severally,

if more than one) promises to pay to STELLA S. ROSE, Executrix of
THE ESTATE OF WALTER W. ROSE, Deceased, or order, in the manner

hereinafter specified, the principal sum of TWO MILLION SIX HUNDRED
EIGHTY-FIVE THOUSAND FIVE HUNDRED AND NO/100 DOLLARS (\$2,685,500.00)
with interest from July 1, 1971 at the rate of Four (4%) per cent,
per annum on the balance from time to time remaining unpaid. The
said principal and interest shall be payable in lawful money of the
United State of America at 49 NORTH ORANGE AVENUE, ORLANDO, FLORIDA,
or at such place as may hereafter be designated by written notice
from the holder to the maker hereof, on the date and in the manner
following:

First payment on principal in the sum of THREE HUNDRED
THIRTY-FIVE THOUSAND SEVEN HUNDRED AND NO/100 DOLLARS (\$335,700.00)
plus interest on the unpaid balance is to be paid on or before
July 1, 1973 and a similar payment of THREE HUNDRED THIRTY-FIVE
THOUSAND AND SEVEN HUNDRED AND NO/100 DOLLARS (\$335,700.00) plus
interest on the unpaid balance to be paid on or before July 1st of
each and every year thereafter until paid in full.

Any payments made on release shall be credited towards
the next insuing principal mortgage payment.

Prepayment of all or any part at any time without penalty.
Arnold Lieberman herewith personally Guarantees the payment
by the obligor herein as to those payments due during the period of
the first three (3) years term under the Note.

This Note with interest is secured by a mortgage on real
estate, of even date herewith, made by the maker hereof in favor of

(Exhibit "B" to Mortgage Deed)

COPY

2010 R 199

the said payee, and shall be construed and enforced according to the laws of the State of Florida. The terms of said mortgage are by this reference made a part hereof.

If default be made in the payment of any of the sums of interest mentioned herein or in said mortgage, or in the performance of any of the agreements contained herein or in said mortgage, then the entire principal sum and accrued interest shall at the option of the holder hereof become at once due and collectible without notice, time being of the essence; and said principal sum and accrued interest shall both bear interest from such time until paid at the highest rate allowable under the laws of the State of Florida. Failure to exercise this option shall not constitute a waiver of the right to exercise the same in the event of any subsequent default.

Each person liable hereon whether maker or endorser, hereby waives presentment, protest, notice, 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, after maturity of this note or default hereunder, or under said mortgage, counsel shall be employed to collect this note or to protect the security of said mortgage.

Wherever used herein the terms "holder", "maker" and "payee" shall be construed in the singular or plural as the context may require or admit.

THE CASA DEL MAR CORPORATION

BY: Arnold Lieberman
President

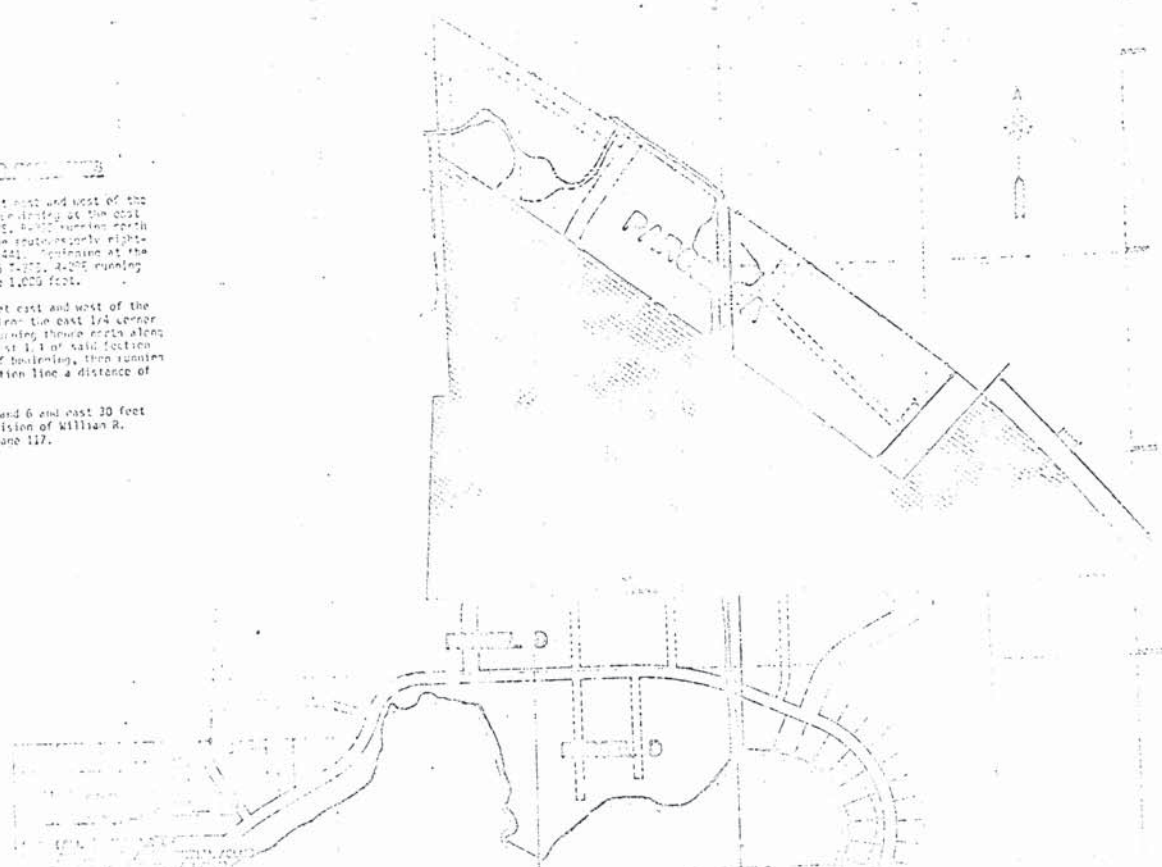
(Corporate Seal)

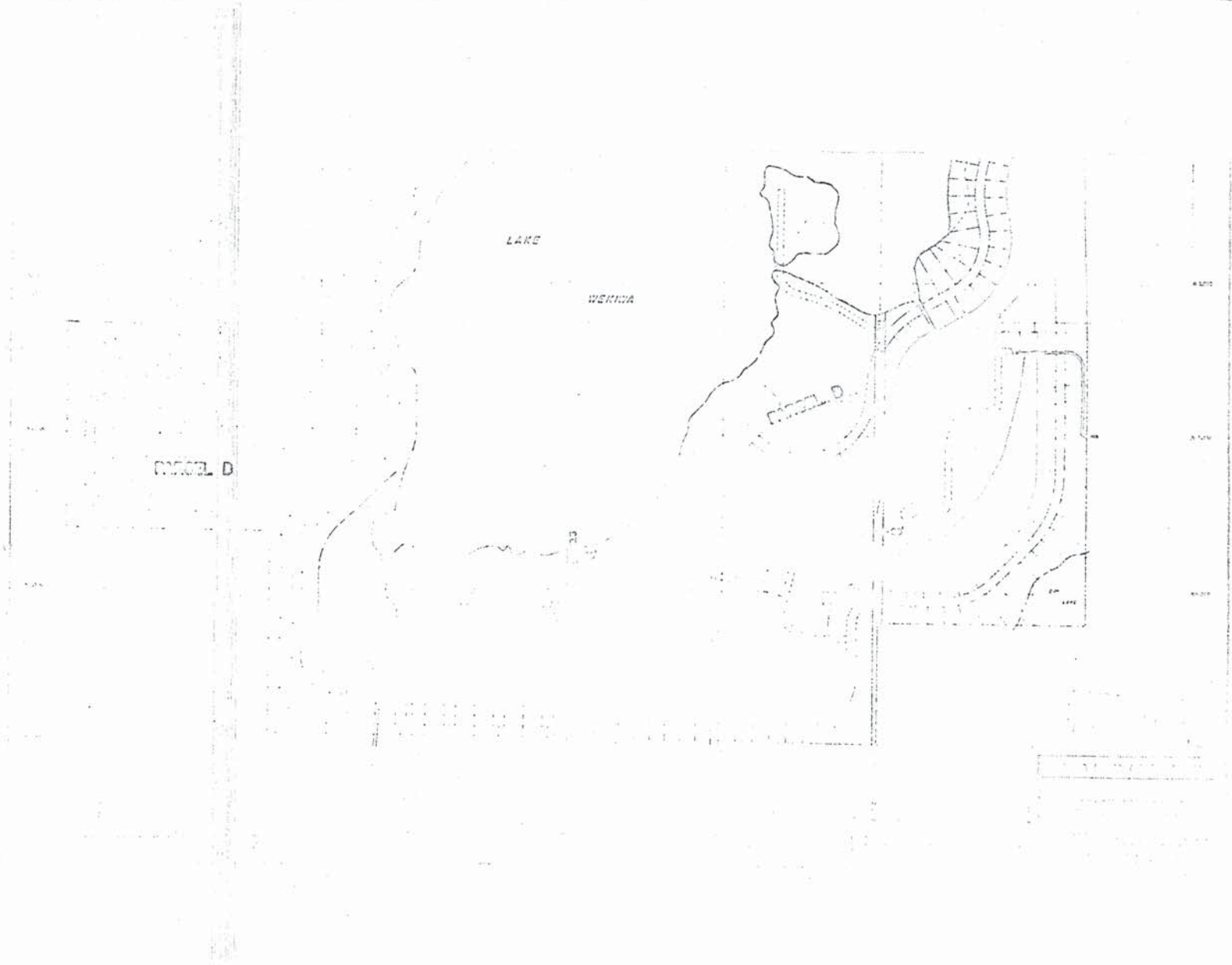
ATTEST: Ban Jacobson
Secretary

Arnold Lieberman
ARNOLD LIEBERMAN, Individually

COPY

1. A strip of land 10 feet east and west of the 1/4 section line of Section 5 T20N, R20E running north along the section line to the southeastern right-of-way line of U.S. Highway 441, beginning at the east 1/4 corner of Section 5 T20N, R20E running south along the section line 1,000 feet.
2. A strip of land 10 feet east and west of the following described line: from the east 1/4 corner of Section 4 T20N, R20E running thence north along the east line of the center of 1/4 of said section a distance of 492.77 feet to a point of beginning, then running further north along the section line a distance of 2,000 feet.
3. The east 20 feet of Lots 5 and 6 and east 20 feet of Lots 11 and 12 of Subdivision of William R. Mager's land platbook II, page 117.





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1082

PARTIAL RELEASE OF MORTGAGE

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, THE CASA DEL MAR CORPORATION, a Florida corporation, hereinafter referred to as the mortgagor, by Indenture of Mortgage bearing date the 20th day of December, 1970, and recorded in the office of the Clerk of the Circuit Court in and for the County of Orange, State of Florida, as Clerk's No. 384099, granted and conveyed unto STELLA S. ROSE, as Executrix of the ESTATE OF WALTER W. ROSE, Deceased, hereinafter referred to as the mortgagee, and its assigns, the premises therein particularly described, to secure the payment of the sum of TWO MILLION SIX HUNDRED EIGHTY FIVE THOUSAND FIVE HUNDRED DOLLARS (\$2,685,500.00), with interest as therein

mentioned:

AND WHEREAS, the said mortgagor has requested the said mortgagee to release the premises hereinafter described, being part of said mortgaged premises, from the lien and operation of said

Mortgage:

NOW THEREFORE, KNOW YE, that the said mortgagee, in consideration of the premises and of the sum of TEN DOLLARS (\$10.00) to it in hand paid by, or on behalf of, the said mortgagor at the time of the execution hereof, the receipt whereof is hereby acknowledged, does remise, release, quit-claim, exonerate and discharge from the lien and operation of said mortgage unto the said mortgagor, its heirs and assigns, that certain portion of the premises conveyed by said mortgage, more particularly described as follows:

(For Legal Description of Real Property, See Exhibit "A" and "B" hereto attached.)

This release in and to the foregoing property shall in no way release or affect any of the rights of the Mortgagee as to reservations contained in the Mortgage regarding the taking of fill from

This instrument was prepared by:
Frank Fernandez, Laquire
49 North Orange Avenue
Orlando, Florida 32801

409-7

2018 1012

Lake McKiva and the right to transport pipe or dredge fill from and to said Lake.

TO HAVE AND TO HOLD the same, with the appurtenances, unto the said Mortgagor, its heirs and assigns forever, freed, exonerated and discharged of and from the lien of said Mortgage, and every part thereof; provided always, nevertheless, that nothing herein contained shall in anywise impair, alter or diminish the effect, lien or encumbrance of the aforesaid Mortgage on the remaining part of said mortgaged premises, not hereby therefrom, or any of the rights and remedies of the holder thereof.

IN WITNESS WHEREOF, the said Mortgagee has hereunto set its hand and seal this 30th day of December, 1970.

Signed, sealed and delivered in the presence of:

[Signature]
STATE OF FLORIDA
COUNTY OF ORANGE

ESTATE OF WALTER W. ROSE

BY: *[Signature]*
STELLA S. ROSE, Executrix

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, personally appeared STELLAS. ROSE, as Executrix of the ESTATE OF WALTER W. ROSE, Deceased, to me known to be the person described in and who executed the foregoing instrument and has acknowledged before me that she executed the same.

WITNESS my hand and official seal in the County and State last aforesaid this 30 day of December, 1970

[Signature]
Notary Public
Notary Seal

2018 1013

LEGAL DESCRIPTION

OF

ROSEMONT SECTION ONE

From the SE corner of the SW 1/4 of the SW 1/4 of Section 4, Township 22 South, Range 29 East, run thence, at a 88° 36' 51" angle to the East line of said SW 1/4 of the SW 1/4, N. 89° 58' 39" W. 910.11 feet; thence N. 29° 58' 39" W. 69.94 feet to a point of beginning; run thence further N. 29° 58' 39" W. 410.00 feet; thence N. 59° 44' 57" E. 208.92 feet; thence N. 27° 08' 21" E. 216.61 feet to the point of curvature of a curve, concave Easterly, with a tangent bearing of N. 12° 58' 39" W., a tangent distance of 311.99 feet, and a central angle of 31° 00' 00"; run thence Easterly, along the arc of said curve a distance of 608.68 feet to the point of tangent; run thence N. 18° 01' 21" E. 125.00 feet to the point of curvature of a curve concave Southwesterly, with a tangent distance of 348.21 feet and a central angle of 85° 00' 00"; run thence Northwesterly along the arc of said curve a distance of 563.74 feet to the point of tangent, run thence N. 78° 35' 33" W. 316.75 feet to the point of curvature of a curve concave Easterly, with a tangent bearing of N. 66° 58' 39" W., a tangent distance of 236.62 feet, and a central angle of 23° 22' 09"; run thence Westerly along the arc of said curve a distance of 466.66 feet to the point of tangent, run thence N. 00° 20' 48" W. 70.00 feet to the point of curvature of a curve concave Southerly, with a tangent bearing of N. 89° 39' 12" E., a tangent distance of 251.10 feet, and a central angle of 23° 22' 09"; run thence Easterly along the arc of said curve a distance of 495.21 feet to the point of tangent; run thence S. 66° 58' 39" E. 345.36 feet; thence N. 23° 01' 21" E. 140.00 feet to the point of curvature of a curve concave Southwesterly, with a tangent distance of 146.98 feet, and a central angle of 38° 38' 39"; run thence Northerly along the arc of said curve a distance of 486.62 feet; thence N. 38° 44' 39" E. 248.15 feet; thence N. 61° 40' 00" E. 04" E. 621.52 feet to a point on the westerly right of way line of U.S. Highway No. 441, said point being on a curve concave Southwesterly, with a tangent bearing of S. 41° 00' 00" E., a tangent distance of 167.57 feet and a central angle of 3° 25' 53"; run thence Southwesterly along the arc of said curve and said westerly right of way line of U.S. Highway No. 441, a distance of 335.05 feet to the point of curvature of a curve concave Southwesterly, with a tangent bearing of S. 37° 07" E., a tangent distance of 128.87 feet; and a central angle of 2° 38' 04"; run thence Southwesterly along the arc of said curve a distance of 257.70 feet to the point of tangent; run thence S. 48° 47' 51" W. 124.50 feet; thence S. E9° 47' 51" W. 637.18 feet; thence S. 61° 40' 00" W. 751.62 feet to the point of curvature of a curve concave Southwesterly, with a tangent distance of 111.92 feet and a central angle of 30° 20' 53"; run thence Southwesterly along the arc of said curve a distance of 215.25 feet to the point of curvature of a curve concave Southwesterly, with a tangent bearing of S. 65° 58' 39" E., a tangent distance of 63.41 feet and a central angle of 85° 00' 00"; run thence Southwesterly along the arc of said curve a distance of 1127.46 feet to the point of tangent; run thence S. 18° 01' 21" W. 125.00 feet to the point of curvature of a curve Easterly, with a tangent distance of 208.61 feet, and a central angle of 31° 00' 00"; run thence Southerly along the arc of said curve a distance of 403.00 feet to the point of curvature of a curve concave Southerly, with a tangent distance of 436.56 feet, and a central angle of 75° 00' 00"; run thence Southwesterly along the arc of said curve a distance of 751.71 feet to the point of tangent; run thence N. 03° 01' 21" W. 150.00 feet to the point of beginning, containing 11.1013 acres.

(Exhibit "A" to Initial Release of Mortgage)

ROSE

2018 1014

LEGAL DESCRIPTION

OF

ROSEMONT SECTION TWO

From the NW corner of Section 8, Township 22 South, Range 29 East, run S. 83° 03' 02" E., along the North line of said Section 8, 1643.21 feet to the point of beginning; run thence N. 00° 25' 02" W. 2007.03 feet; thence S. 89° 41' 03" E. 1726.02 feet to the point of curvature of a curve, concave Northwesterly, with a tangent bearing of N. 32° 28' 01" E., a tangent distance of 65.04 feet, and a central angle of 16° 05' 48"; run thence Northerly along the arc of said curve a distance of 129.23 feet to the point of reverse curve of a curve concave Southeasterly with a tangent distance of 219.85 feet, and a central angle of 73° 16' 59"; run thence Northeasterly along the arc of said curve a distance of 378.03 feet to the point of tangent, run thence N. 89° 39' 12" E. 1072.34 feet; thence S. 00° 26' 48" E. 70.00 feet; thence S. 89° 39' 12" W. 1072.34 feet to the point of curvature of a curve, concave Southeasterly with a tangent distance of 167.77 feet, and a central angle of 73° 16' 59"; run thence Southwesterly along the arc of said curve a distance of 255.49 feet to the point of reverse curve of a curve concave Westerly, with a tangent distance of 53.12 feet, and a central angle of 11° 26' 52"; run thence, Southerly along the arc of said curve a distance of 105.89 feet to the point of tangent; run thence S. 89° 43' 03" E. 60.00 feet to the point of curvature of a curve concave Northwesterly, with a tangent bearing of S. 0° 16' 57" W., a tangent distance of 188.82 feet, and a central angle of 61° 05' 16"; run thence Southwesterly along the arc of said curve a distance of 341.18 feet to the point of tangent; run thence S. 61° 22' 13" W. 490.00 feet to the point of curvature of a curve concave Southeasterly with a tangent distance of 322.93 feet and a central angle of 37° 30' 00"; run thence Southwesterly along the arc of said curve a distance of 622.64 feet to the point of tangent; run thence S. 23° 52' 13" W. 863.00 feet to the point of curvature of a curve concave Easterly, with a tangent distance of 135.14 feet, and a central angle of 37° 20' 05"; run thence Southerly along the arc of said curve a distance of 260.65 feet to the point of tangent; run thence N. 89° 05' 02" W. 463.58 feet to the point of beginning, containing 47.5669 acres, all the aforementioned description being in Section 5, Township 22 South, Range 29 East.

RECORDED & RECORD VERIFIED

Thomas G. Ware Clerk of
Circuit Court, Orange Co., Fla.

(Exhibit "B" to Partial Release of Mortgage)

RECORDED
DEC 31 12 11 PM '70
CORRECTION

MORTGAGE

THIS MORTGAGE, dated the 30th day of December, A.D. 1970, by and between THE CASA DEL MAR CORPORATION, a Florida corporation, hereinafter called the Mortgagor, and AMERICAN FEDERAL SAVINGS AND LOAN ASSOCIATION OF ORLANDO, a corporation existing under the laws of the United States of America, hereinafter called the Mortgagee;

WHEREAS, the said Mortgagor is justly indebted to said Mortgagee in the principal sum of ONE MILLION TEN THOUSAND AND NO/100 DOLLARS (\$1,010,000.00), as evidenced by a certain promissory note of even date herewith, executed by THE CASA DEL MAR CORPORATION, a Florida corporation, and payable to the order of the Mortgagee, with interest and upon terms as provided therein; and

WHEREAS, said note provides that interest on the unpaid principal balance shall be due and payable monthly with the first installment of interest being due and payable March 15, 1971, at the office of AMERICAN FEDERAL SAVINGS AND LOAN ASSOCIATION OF ORLANDO, in Orlando, Florida, or at such other place as the holder thereof may from time to time designate in writing, and that the entire principal balance, together with accrued interest thereon, if not paid sooner, shall be due and payable on the 30th day of December, 1973; and

WHEREAS, said note further provides that in the event of default in the payment of said note, and if the same is collected by an attorney at law, the makers agree to pay all costs of collection, including a reasonable attorney's fee; and

WHEREAS, said note further provides that if default be made in the payment of any installment under said note, and if such default is not made good within thirty (30) days after the same severally becomes due, the entire principal sum and accrued interest at once shall become due and payable at the option of the holder thereof, and that failure to exercise this option shall not constitute a waiver of the right to exercise the same in the event of any subsequent default.

WITNESSETH, that for divers good and valuable considerations, and also in consideration of the aggregate sum named in the promissory note hereinabove described, the said Mortgagor does hereby grant, bargain, sell, alien, remise, release, convey, and confirm unto the said Mortgagee all that certain piece, parcel, or tract of land of which the said Mortgagor is now seized and possessed and in actual possession, situate in the County of Orange, State of Florida, described as follows:

All that certain real property described on Exhibits "A", "B", and "C" which are attached hereto and by this reference made a part hereof.

This mortgage shall constitute a first mortgage lien on the real property described on Exhibits "A" and "B" hereof and a second mortgage lien on the real property described on Exhibit "C" hereof, said second mortgage lien being subject only to that mortgage of even date herewith from the Mortgagor herein to Stella S. Rose, as Executrix of the Estate of Walter W. Rose, deceased.

Provided the Mortgagor is not in default hereunder or in the note secured hereby, the Mortgagee agrees to release lots from the

Documentary stamps in the amount of \$1,550.00 affixed to and cancelled on original note.

WITNESSETH
BY Robert T. Anderson
ANDERSON & HUNN
ATTORNEYS AT LAW
ORLANDO, FLORIDA

P. O. BOX 2783
ORLANDO FLORIDA 32802

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time hereof from time to time in the following manner:

RELEASE SCHEDULE

ROSEMONT SECTION ONE
(Described in Exhibit "A" hereof)

Platted lots (no release shall be granted for fractional portions of platted lots) in Rosemont Section One shall be released in accordance with the following schedule:

<u>LOTS NOS.</u>	<u>Release Price for Each Lot</u>
1 - 20	\$12,100.00
21	15,400.00
22	24,100.00
23 - 25	22,800.00
26	21,900.00
27	21,000.00
28 - 38	20,200.00
39 - 40	19,300.00
41	35,000.00
42	

(To be determined by Mortgagee)

ROSEMONT SECTION TWO
(Described in Exhibit "B" hereof)

Lot. in Rosemont Section Two shall be released for \$0.53 per square foot, it being understood that no release shall be granted for fractional portions of platted lots.

The above descriptions refer to lots in the Proposed Plats of Rosemont Section One and Rosemont Section Two which are to be filed in the Public Records of Orange County, Florida, platting the land encumbered by this mortgage.

Copies of said Proposed Plats have been signed by Mortgagee herein. When said Proposed Plats are filed or Plats in substantial conformity with the Proposed Plats are filed, the Mortgagee will release the platted lots in accordance with the above release schedule.

Together with all structures and improvements now and hereafter on said land, and fixtures attached thereto, and all rents, issues, proceeds, and profits accruing and to accrue from said premises, all of which are included within the foregoing description and the habendum thereof; also all gas, steam, electric, water, and other heating, cooking, refrigerating, lighting, plumbing, ventilating, irrigating, and power systems, machines, appliances, fixtures, and appurtenances, which now are or may hereafter pertain to, or be used with, in, or on said premises, even though they be detached or detachable.

TO HAVE AND TO HOLD the same, together with all and singular the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining, and the reversion and reversions, remainder or remainders, rents, issues, and profits thereof, and also 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 the said Mortgagee in and to the same, and every part thereof, with the appurtenances of the said Mortgagee in and to the same, and every part and parcel thereof unto the said Mortgagee in fee simple.

And the Mortgagee hereby covenants with the Mortgagee, that it is indefeasibly seized of said land in fee simple; that it has full

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power and lawful right to convey the same in fee simple as aforesaid; that it shall be lawful for the Mortgagee, at all times peaceably and quietly to enter upon, hold, occupy, and enjoy said land, and every part thereof; that the land is and will remain free from all encumbrances; that said Mortgagee will take such further assurances to prove the fee simple title to said land in said Mortgagee as may be reasonably required, and that said Mortgagee does hereby fully warrant the title to said land, and every part thereof, and will defend the same against the lawful claims of all persons whomsoever.

PROVIDED ALWAYS that if the Mortgagee shall well and truly pay said indebtedness unto the Mortgagee, and any renewals or extensions thereof, and the interest thereon, together with all costs, charges and expenses, including a reasonable attorney's fee, which the Mortgagee may incur or be put to in collecting the same by foreclosure, or otherwise, and shall duly, promptly, and fully perform, discharge, execute, effect, complete, and comply with and abide by each and every the stipulations, agreements, conditions, and covenants of said promissory note and of this mortgage, then this mortgage and the estate hereby created shall cease and be null and void.

And the Mortgagee hereby jointly and severally further covenants as follows:

1. That Mortgagee will pay all and singular the principal and interest and the various and sundry sums of money payable by virtue of said promissory note and this mortgage, each and every, promptly on the days respectively the same severally become due.
2. That Mortgagee will pay all taxes, assessments, water rates, and other governmental or municipal charges, fines, or impositions, for which provision has not been made hereinafore, and in default thereof the Mortgagee may pay the same, and all such sums so paid by the Mortgagee shall be immediately due and payable, and shall be secured by the lien of this mortgage; and that it will promptly deliver the official receipts therefor to the Mortgagee.
3. That Mortgagee will permit, commit, or suffer no waste, impairment, or deterioration of said property or any part thereof; and in the event of the failure of the Mortgagee to keep the buildings on said premises and those to be erected on said premises, or improvements thereon, in good repair, the Mortgagee may make such repairs as in its discretion it may deem necessary for the proper preservation thereof, and the full amount of each and every such payment shall be immediately due and payable, and shall be secured by the lien of this mortgage.
4. The Mortgagee shall not erect or permit to be erected any new building or buildings on the premises herein mortgaged or to add to or permit to be added to any of the existing improvements thereon, without the written consent of the Mortgagee, and in the event of any violation or attempt to violate this stipulation, this mortgage and all sums secured hereby shall immediately become due and payable and this mortgage shall be subject to foreclosure at the option of the Mortgagee.
5. That Mortgagee will pay all and singular the costs, charges, and expenses, including reasonable lawyer's fees, and costs of abstracts of title, incurred or paid at any time by the Mortgagee because of the failure on the part of the Mortgagee promptly and fully to perform the agreements and covenants of said promissory note and this mortgage, and said costs, charges, and expenses shall be immediately due and payable and shall be secured by the lien of this mortgage.
6. That Mortgagee will keep the improvements now existing

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or hereafter accepted on the mortgaged premises, insured as may be required from time to time by the Mortgagee against loss by fire and other hazards, casualties, and contingencies in such amounts and for such periods as may be required by Mortgagee, and will pay promptly, when due, any premiums on such insurance for payment of which provision has not been made hereinbefore. All insurance shall be carried in companies approved by Mortgagee and the policies and renewals thereof shall be held by Mortgagee and have attached thereto loss payable clauses in favor of and in form acceptable to the Mortgagee. In event of loss Mortgagee will give immediate notice by mail to Mortgagee, and Mortgagee may make proof of loss if not made promptly by Mortgagee, and each insurance company concerned is hereby authorized and directed to make payment for such loss directly to Mortgagee instead of to Mortgagor and Mortgagee jointly, and the insurance proceeds, or any part thereof, may be applied by Mortgagee at its option either to the reduction of the indebtedness hereby secured or to the restoration or repair of the property damaged. In event of foreclosure of this mortgage or other transfer of title to the mortgaged property in extinguishment of the indebtedness secured hereby, all right, title, and interest of the Mortgagor in and to any insurance policies then in force shall pass to the purchaser or grantee.

7. That the Mortgagee may, without notice to the Mortgagor, at any time pending a suit upon this mortgage, apply to the court having jurisdiction thereof for the appointment of a receiver, and such court shall forthwith appoint a receiver of the premises covered hereby all and singular, including all and singular the income, profits, issues, and revenues from whatever source derived, each and every of which, it being expressly understood, is hereby mortgaged as if specifically set forth and described in the granting and habendum clauses hereof, and such receiver, shall have all the broad and effective functions and powers in anywise entrusted by a court to a receiver, and such appointment shall be made by such court as an admitted equity and a matter of absolute right to said Mortgagee, and without reference to the adequacy or inadequacy of the value of the property mortgaged or to the solvency or insolvency of said Mortgagor or the defendants, and that such rents, profits, income, issues, and revenues shall be applied by such receiver according to the lien of this mortgage and the practice of such court.

8. That (a) in the event of any breach of this mortgage or default on the part of the Mortgagor, or (b) in the event that any of said sums of money herein referred to be not promptly and fully paid without demand or notice, or (c) in the event that each and every the stipulations, agreements, conditions, and covenants of said note and this mortgage, are not duly, promptly, and fully performed; then in either or any such event, the said aggregate sum mentioned in said note then remaining unpaid, with interest accrued to that time, and all moneys secured hereby, shall become due and payable forthwith, or thereafter, at the option of said Mortgagee, as fully and completely as if all of the said sums of money were originally stipulated to be paid on such day, anything in said note or in this mortgage to the contrary notwithstanding; and thereupon or thereafter, at the option of said Mortgagee, without notice or demand, suit at law or in equity, may be prosecuted as if all moneys secured hereby had matured prior to its institution. The Mortgagee may foreclose this mortgage, as to the amount so declared due and payable, and the said premises shall be sold to satisfy and pay the same together with costs, expenses, and allowances. In case of partial foreclosure of this mortgage, the mortgaged premises shall be sold subject to the continuing lien of this mortgage for the amount of the debt not then due and unpaid. In such case the provisions of this paragraph may again be availed of thereafter from time to time by the Mortgagee.

1-2-2018 11:40

9. That no waiver of any covenant herein or of the obligations secured hereby shall at any time thereafter be held to be a waiver of the terms hereof or of the note secured hereby.

10. If at any time all, or an portion, of the above described property shall be taken or damaged by condemnation proceedings under the power of eminent domain, all compensation awarded or otherwise paid shall be paid directly to the Mortgagee and applied to the indebtedness hereby secured.

11. Mortgagor agrees, and it is a condition hereof, that in case they should sell or dispose of the property hereinafter described prior to the full payment and discharge of this mortgage, their deed of conveyance shall contain a provision, together with the deed to the effect that the purchaser assumes this mortgage and undertakes to pay the indebtedness secured hereby, and failure to make any provision and condition in said deed shall accelerate this mortgage, and the whole of the indebtedness secured hereby, and failure to make any provision and condition in said deed shall, accelerate this mortgage, and become immediately due and payable, together with interest thereon, as though the whole term thereof had run, and this mortgage shall thereupon be subject to immediate foreclosure at the option of the Mortgagee.

12. It is hereby specifically agreed that any sum, or sums which may be loaned or advanced by the Mortgagee to the Mortgagor at any time after the recording of this mortgage to the Mortgagee, interest thereon at the rate agreed upon at the time of such loan or advance, shall be equally secured with and have the same priority as the original indebtedness and be subject to all the terms and provisions of this mortgage, providing that the aggregate amount of principal outstanding at any time shall not exceed an amount equal to 150% of the principal amount originally secured hereby.

13. Mortgagor agrees that it will commence development of the real property encumbered hereby within fifteen (15) days after the event hereof, and the development shall be completed in any event not later than nine (9) months from the date hereof. The term "development" as used in this paragraph shall mean the installations and improvements necessary to produce from the real property encumbered hereby building sites so completed, in keeping with applicable governmental requirements and with general practices in the community, that they are ready for the construction of buildings thereon.

14. That if the Mortgagor defaults in any of the covenants or agreements contained herein, or in said note, then the Mortgagee may perform the same, and all expenditures (including reasonable attorney's fees) made by the Mortgagee in so acting shall draw interest at the rate of twelve percent (12%) per annum, and shall be repayable immediately and without demand by the Mortgagee to the Mortgagee, and, together with interest and costs accruing thereon, shall be secured by this mortgage.

15. Notwithstanding anything to the contrary set forth herein, or in the note secured hereby, in the event the Mortgagor fails to comply with all of the provisions of that certain commitment dated November 27, 1970, amended December 23, 1970, and that certain Development Loan Agreement of even date herewith by and between Mortgagee and Mortgagor, then and in that event the said mortgage note shall become due and payable on demand, and the Mortgagee may at its option declare the entire sum of principal and interest due on said note and all other sums secured by this mortgage to be immediately due and payable.

16. That the mailing of a written notice or demand addressed to the owner of record of the mortgaged premises, or directed to

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The said mortgagor at the last address actually furnished to the Mortgagee, or directed to said owner at said mortgaged premises, and mailed by the United States mails, shall be sufficient notice and demand in any case arising under this instrument and required by the provisions hereof or by law.

The covenants herein contained shall bind, and the benefits and advantages shall inure to, the respective heirs, executors, administrators, successors, and assigns of the parties hereto, and, however named, the singular number shall include the plural, the plural the singular, and the use of any gender shall include all genders.

IN WITNESS WHEREOF, the said Mortgagor has executed these presents the day and year first above written in manner and form sufficient to be binding.

Attest, seal, and deliver in the presence of

[Handwritten signature]
THE CITA DEL MAR CORPORATION, INC.
By: *[Handwritten signature]*
Arnold Lieberman, President
Attest: *[Handwritten signature]*
Ray Jacobson, Secretary

STATE OF FLORIDA
COUNTY OF ORANGE

I HEREBY CERTIFY that on this 30th day of December, A.D. 1970, before me personally appeared ARNOLD LIEBERMAN and RAY JACOBSON, respectively, President and Secretary of THE CITA DEL MAR CORPORATION, a Florida corporation, to be known to us the individuals and officers described in and who executed the foregoing instrument and severally acknowledged the execution thereof to be their free act and deed as such officers therunto duly authorized; and that the official seal and said corporation is duly affixed thereto, and that the same is the free act of said corporation.

WITNESS my hand and official seal this 30th day of December, 1970.

[Handwritten signature]
Notary Public in and for the County of Orange, Florida
My Commission Expires: Sept. 25, 1971
My Commission Expires:

12/31/70 No. 902 \$ 2,000.00
Received the above amount in payment of taxes due on class "C" intangible Personal Property pursuant to Chapter 199, Fla. Statutes.

[Handwritten signature]
CLERK OF THE CIRCUIT COURT, ORANGE COUNTY, FLA.

ROSEMONT SECTION ONE

LEGAL DESCRIPTION

OF

ROSEMONT SECTION ONE

From the SE corner of the SW 1/4 of the SW 1/4 of Section 4, Township 22 South, Range 29 East, run thence, at a bearing of 38° 33' 51" angle to the East line of said SW 1/4 of the SW 1/4, N. 89° 58' 39" W. 916.11 feet; thence N. 29° 53' 39" W. 69.54 feet to a point of beginning; run thence further N. 29° 53' 39" W. 419.03 feet; thence N. 59° 44' 57" E. 203.92 feet; thence N. 27° 03' 21" E. 216.61 feet to the point of curvature of a curve, concave Easterly, with a tangent bearing of N. 12° 58' 39" W., a tangent distance of 211.99 feet, and a central angle of 31° 03' 00"; run thence Easterly along the arc of said curve a distance of 608.68 feet to the point of tangent; run thence N. 18° 01' 21" E. 125.60 feet to the point of curvature of a curve concave Southwesterly, with a tangent distance of 348.21 feet and a central angle of 33° 50' 00"; run thence Easterly westerly along the arc of said curve a distance of 503.74 feet to the point of tangent, run thence N. 76° 35' 33" W. 316.75 feet; thence N. 07° 00' 00" W. 270.00 feet to the point of curvature Southwesterly with a tangent bearing of N. 63° 53' 39" W. a tangent distance of 236.62 feet, and a central angle of 23° 22' 09"; run thence Westerly along the arc of said curve a distance of 465.66 feet to the point of tangent, run thence N. 00° 20' 49" W. 70.00 feet to the point of curvature of a curve concave Southerly, with a tangent bearing of N. 59° 39' 12" E., a tangent distance of 231.10 feet, and a central angle of 23° 22' 09"; run thence Easterly along the arc of said curve a distance of 495.11 feet to the point of tangent, run thence S. 66° 53' 39" E. 345.36 feet; thence N. 23° 01' 21" E. 140.00 feet to the point of curvature of a curve concave Southwesterly, with a tangent distance of 146.96 feet, and a central angle of 38° 30' 39"; run thence Northerly along the arc of said curve a distance of 282.74 feet to the point of tangent, run thence N. 61° 40' 00" E. 406.62 feet; thence N. 38° 44' 39" E. 243.15 feet; thence N. 51° 10' 04" E. 621.52 feet to a point on the Westerly right of way line of U.S. Highway No. 441, said point being on a curve concave Southwesterly, with a tangent bearing of S. 41° 00' 00" E., a tangent distance of 167.57 feet and a central angle of 3° 25' 55"; run thence Southwesterly along the arc of said curve and said Westerly right of way line of U.S. Highway No. 441, a distance of 335.05 feet to the point of tangent; run thence N. 52° 25' 53" E. 10.00 feet to the point of curvature of a curve concave Southwesterly, with a tangent bearing of S. 37° 34' 07" E., a tangent distance of 128.87 feet; and a central angle of 2° 38' 04"; run thence Southwesterly along the arc of said curve a distance of 257.70 feet to the point of tangent; run thence S. 43° 47' 51" W. 124.90 feet; thence S. 59° 47' 51" W. 637.18 feet; thence S. 61° 40' 00" W. 751.62 feet to the point of curvature of a curve concave Southwesterly, with a tangent distance of 111.92 feet and a central angle of 38° 38' 39"; run thence Southwesterly along the arc of said curve a distance of 215.29 feet to the point of curvature of a curve concave Southwesterly, with a tangent bearing of S. 63° 58' 39" E. a tangent distance of 696.41 feet, and a central angle of 85° 00' 00"; run thence Southwesterly along the arc of said curve a distance of 1127.48 feet to the point of tangent; run thence S. 18° 01' 21" W. 125.00 feet to the point of curvature of a curve Easterly, with a tangent distance of 206.61 feet, and a central angle of 31° 00' 00"; run thence Southerly along the arc of said curve a distance of 403.08 feet to the point of reverse curvature of a curve concave Westerly, with a tangent distance of 436.58 feet, and a central angle of 73° 00' 00"; run thence Southwesterly along the arc of said curve a distance of 751.71 feet to the point of tangent; run thence S. 60° 01' 21" W. 190.00 feet to the point of beginning, containing 31.0013 acres.

Ex A to Am Feb 1913

LEGAL DESCRIPTION

OF

ROSEMONT SECTION TWO

Along the NW corner of Section 8, Township 22 South, Range 29 East, run S. 89° 03' 03" E., along the North line of said Section 8, 1643.21 feet to the point of beginning; run thence N. 00° 25' 00" W. 2097.03 feet; thence S. 89° 43' 03" E. 1726.52 feet to the point of curvature of a curve, concave Northwesterly, with a tangent bearing of N. 21° 23' 01" E., a tangent distance of 65.04 feet, and a central angle of 15° 05' 49"; run thence Northwesterly along the arc of said curve, a distance of 129.23 feet to the point of reverse curve of a curve concave Southwesterly with a tangent distance of 219.83 feet, and a central angle of 73° 15' 59"; run thence Northwesterly along the arc of said curve a distance of 378.03 feet to the point of tangent, run thence N. 05° 59' 18" E. 1072.24 feet; thence S. 00° 20' 48" E. 70.00 feet; thence S. 89° 39' 12" W. 1072.34 feet to the point of curvature of a curve, concave Southeastwesterly with a tangent distance of 167.77 feet, and a central angle of 73° 16' 59"; run thence Southeastwesterly along the arc of said curve a distance of 233.59 feet to the point of reverse curve of a curve concave Westerly, with a tangent distance of 53.12 feet, and a central angle of 11° 26' 52"; run thence, Southeastwesterly along the arc of said curve a distance of 105.89 feet to the point of tangent; run thence S. 89° 43' 03" E. 50.00 feet to the point of curvature of a curve concave Northwesterly, with a tangent bearing of S. 0° 15' 57" W., a tangent distance of 183.82 feet, and a central angle of 61° 03' 16"; run thence Southeastwesterly along the arc of said curve a distance of 341.13 feet to the point of tangent; run thence S. 61° 22' 13" W. 490.00 feet to the point of curvature of a curve concave Southeastwesterly with a tangent distance of 322.93 feet and a central angle of 37° 30' 00"; run thence Southeastwesterly along the arc of said curve a distance of 622.64 feet to the point of tangent; run thence S. 23° 52' 13" W. 860.00 feet to the point of curvature of a curve concave Easterly, with a tangent distance of 135.14 feet, and a central angle of 37° 20' 05"; run thence Southeastwesterly along the arc of said curve a distance of 260.65 feet to the point of tangent; run thence N. 03° 03' 02" W. 469.98 feet to the point of beginning, containing 47.5609 acres, all the aforementioned description being in Section 5, Township 22 South, Range 29 East.

ALSO B 111

PLAT 100

ROSE RANCH

LEGAL DESCRIPTION

Parts of Sections 4, 5, 8 and 9, Township 22 South, Range 29 East, and part of S.E. 1/4 of Section 32, Township 21 South, Range 29 East, Orange County, Florida, being more particularly described as follows:

Beginning at the East 1/4 corner of Section 8, Township 22 South, Range 29 East, proceed westerly along the East-West Centerline of Section 8, N. 89° 09' 50" W., 3940.75 feet; Thence N. 0° 28' 49" E., 1323.10 feet; Thence N. 89° 12' 34" W., 1319.16 feet to the West line of Section 8; Thence Northerly with said West line N. 0° 21' 39" E., 1323.43 feet to the N.W. corner of said Section 8; Thence Easterly with the North line of Section 8, S. 89° 03' 02" E., 657.25 feet; Thence Northerly into Section 5, N. 0° 14' 55" W., 615.16 feet; Thence S. 89° 16' 43" E., 327.94 feet; Thence S. 0° 13' 08" E., 665.48 feet to the South line of Section 5; Thence Southerly into Section 8, S. 0° 03' 34" W., 660.40 feet; Thence S. 89° 07' 47" E., 659.44 feet; Thence N. 0° 02' 33" W., 659.50 feet to the North line of Section 8; Thence Northerly into Section 5, N. 0° 25' 02" W., 2007.03 feet; Thence S. 89° 43' 03" E., 909.62 feet to the East Right-of-Way line of long road; Thence Northerly with said East Right-of-Way line N. 3° 52' 06" E., 675.04 feet to the South line of the N.E. 1/4 of Section 5; Thence Easterly with said South line N. 0° 25' 56" E., 1219.93 feet; Thence N. 1° 03' 47" W., 251.24 feet to the North line of Township 22 South; Thence Northerly along the North line of Township 22 South; Thence Northerly into Section 32, Township 21 South, Range 29 East, N. 0° 55' 05" E., 227.25 feet to the West Right-of-Way line of U.S. Highway No. 441; Thence Southeasterly with said Right-of-Way line S. 57° 13' 37" E., 444.29 feet to the Aforementioned North line of Section 5, Township 22 South, Range 29 East; Thence continue Southeasterly with said Right-of-Way line into Section 5, S. 57° 13' 37" E., 134.43 feet to the P.C. of a 11,334.20 foot radius Right-of-Way curve to the right; Thence Southeasterly along the arc of said curve, thru a central angle of 2° 44' 04" and distance of 540.93 feet to a point; Thence S. 55° 30' 27" W., 15.00 feet to the P.C. of a 11,319.20 foot radius Right-of-Way curve to the right; Thence Southeasterly along the arc of said curve, thru a central angle of 1° 33' 56", a distance of 309.29 feet to the P.T. of said Right-of-Way curve; Thence Southeasterly along said Right-of-Way and into Section 4, S. 52° 55' 37" E., 306.65 feet; Thence N. 37° 04' 23" E., 4.00 feet; Thence S. 52° 55' 37" E., 379.30 feet to the P.C. of a 5593.65 foot radius Right-of-Way curve to the right; Thence Southeasterly along the arc of said curve thru a central angle of 4° 18' 30", a distance of 420.61 feet to a point; Thence N. 41° 22' 53" E., 1.00 feet to the P.C. of a 5594.65 foot radius Right-of-Way curve to the right; Thence Southeasterly along the arc of said curve thru a central angle of 11° 03' 00" a distance of 1078.98 feet to a point; Thence N. 52° 25' 53" E., 10.00 feet to the P.C. of a 5604.65 foot radius Right-of-Way curve to the right; Thence Southeasterly along the arc of said curve, thru a central angle of 2° 36' 33", a distance of 255.22 feet; Thence Westerly from said U.S. Highway 441 Right-of-Way S. 48° 10' 06" W., 124.10 feet to a point on the North line of the S.W. 1/4 of Section 4; Thence Westerly with said North line S. 89° 39' 46" W., 637.18 feet to a point; Thence S. 1° 21' 48" E., 2764.34 feet to a point

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LEGAL DESCRIPTION

LEGAL DESCRIPTION

PAGE 2

on the North line of Section 9; Thence continue Southerly into Section 9, S. 0° 01' 24" W., 1536.77 feet to a point; Thence S. 22° 53' 23" W., 1002.27 feet to the West line of Section 9; Thence Southerly along said West line S. 0° 18' 21" W., 759.77 feet to the P.O.B. of this description. CONTAINING 749.91 acres more or less.

ALSO: BEGIN at the Northeast corner of Southwest 1/4 of the North-
west 1/4 of Section 5, Township 22 South, Range 79 East, run thence
South 331.2 feet for the Point-Of-Beginning; Thence West 24.1 feet,
run thence Southwesterly 997.05 feet to a point 212.7 feet West of
the Southeast corner of the said Southwest 1/4 of the Northeast 1/4;
Run thence West to said Southeast corner of the Southwest 1/4 of the
Northeast 1/4; Run thence North to the Point-of-Beginning, CONTAINING
3.4 acres more or less. SHALL BE TO ALL R/W'S AND EASEMENTS OF RECORD.

TOTAL ACRES: 753.31 acres more or less.

LESS THE PROPERTY DESCRIBED ON EXHIBITS "A" AND "B" HEREOF.

RECORDED & INDEXED
COURT CLERK OF CO., FLA.

384124 Dec 31 12 25 PM '70

FLORIDA PROBATION LAWS
Pg. 86131

NOTICE OF COMMENCEMENT

State of Florida

County of ORANGE

The undersigned hereby informs all concerned that improvements will be made to certain real property in accordance with section 84.131 of the Florida Statutes, the following information is stated in the PUBLIC RECORDS OF FLORIDA:
Description of property SEE EXHIBITS "A" AND "B" ATTACHED HERETO AND REFERENCED HEREOF FOR ALL PURPOSES

General description of improvements Development of Subdivision
Owner THE CASA DEL MAR CORPORATION
Address 1010 Executive Center Drive, Suite 120, Orlando, Florida 32803
Owner's interest in site of the improvement Fee Simple with holder

Name NONE
Address NONE
Contractor ROBERT T. ANDERSON
Address 1010 Executive Center Drive, Suite 120, Orlando, Florida 32803

Surety (if any) NONE
Address

Name of person within the State of Florida designated by owner upon whom notices or other documents may be served: Amount of bond \$
Name NONE
Address

In addition to himself, owner designates the following person to receive a copy of the Lessor's Notice as provided in Section 84.061 [2] [5], Florida Statutes. (fill in at Owner's option)

Name AMERICAN FEDERAL SAVINGS AND LOAN ASSOCIATION OF ORLANDO
Address 455 South Orange Avenue, Orlando, Florida

THE CASA DEL MAR CORPORATION
By: *Robert T. Anderson*

Attest: *Robert T. Anderson* Owner President

Sworn to and subscribed before me this 30th day of December 1970

Secretary
Notary Public
Near Public
Notary Public Seal
By: *Robert T. Anderson*

THIS SPACE FOR RECORDERS USE ONLY

LEGAL DESCRIPTION

OF

ROSEMONT SECTION ONE

From the SE corner of the SW 1/4 of the SW 1/4 of Section 4, Township 22 South, Range 29 East, run thence, at a bearing of 39° 51' 51" W. 910.11 feet; thence N. 29° 53' 39" W. 69.94 feet to point of beginning; run thence further N. 29° 53' 39" W. 410.00 feet to the point of curvature of a curve, concave Easterly, with a tangent bearing of N. 12° 58' 39" W., a tangent distance of 311.99 feet, and a central angle of 31° 00' 00"; run thence Northerly along the arc of said curve a distance of 608.68 feet to the point of tangency; run thence N. 18° 01' 21" E. 125.00 feet to the point of curvature of a curve concave Southwesterly, with a tangent distance westerly along the arc of said curve of 85° 00' 00"; run thence North to the point of tangency a distance of 563.74 feet; thence N. 07° 00' 00" W. 270.60 feet to the point of curvature southerly with a tangent bearing of N. 66° 58' 39" W., a tangent distance of 236.62 feet, and a central angle of 23° 22' 09"; run thence Easterly along the arc of said curve a distance of 463.63 feet to the point of tangency, run thence N. 60° 20' 48" W. 70.00 feet to the point of curvature of a curve concave Southerly, with a tangent bearing of N. 89° 35' 12" E., a tangent distance of 251.10 feet, and a central angle of 23° 22' 09"; run thence Easterly along the arc of said curve a distance of 495.21 feet to the point of tangency; run thence N. 66° 58' 39" E. 345.36 feet; thence N. 23° 01' 21" E. 140.00 feet to the point of curvature of a curve concave Southwesterly, with a tangent bearing of 282.74 feet along the arc of said curve a distance of 39° 38' 48" E. 621.52 feet to a point on the westerly right of way line of U.S. Highway No. 441, said point being on a curve concave Southwesterly, with a tangent bearing of S. 41° 00' 00" E., a tangent distance of 167.57 feet and a central angle of 3° 25' 53"; run thence Southwesterly along the arc of said curve and said westerly right of way line of U.S. Highway No. 441, a distance of 335.05 feet to the point of tangency; run thence N. 52° 25' 53" E. 10.00 feet to the point of curvature of a curve concave Southwesterly, with a tangent bearing of S. 37° 34' 07" E., a tangent distance of 128.87 feet; and a central angle of 2° 38' 04"; run thence Southeasterly along the arc of said curve a distance of 257.76 feet to the point of tangency; run thence S. 68° 47' 51" W. 124.90 feet; thence S. 89° 47' 51" W. 637.18 feet; thence S. 61° 40' 00" W. 751.62 feet to the point of curvature of a curve concave Southeasterly, with a tangent distance of 111.92 feet and a central angle of 38° 38' 39"; run thence Southwesterly along the arc of said curve a distance of 215.29 feet to the point of curvature of a curve concave Southwesterly, with a tangent bearing of S. 66° 00' 00"; run thence Southeasterly along the arc of said curve a distance of 1127.48 feet to the point of tangency; run thence S. 18° 01' 21" W. 125.00 feet to the point of curvature of a curve Easterly, with a tangent distance of 206.51 feet, and a central angle of 31° 00' 00"; run thence Southerly along the arc of said curve a distance of 403.08 feet to the point of tangency; run thence S. 73° 00' 30"; run thence Southwesterly along the arc of said curve a distance of 752.71 feet to the point of tangency; run thence S. 60° 01' 21" W. 195.00 feet to the point of beginning, containing 22.801 acres

Feb 20 19 7 232

LEGAL DESCRIPTION

OF

ROSEMONT SECTION TWO

From the NW corner of Section 8, Township 22 South, Range 29 East, run S. 89° 03' 02" E., along the North line of said Section 8, 1643.21 feet to the point of beginning; run thence N. 60° 23' 03" E. 2007.63 feet; thence S. 89° 43' 05" E. 1726.02 feet to the point of curvature of a curve, concave Northwesterly, with a tangent bearing of N. 32° 28' 01" E., a tangent distance of 63.64 feet, and a central angle of 16° 05' 48"; run thence Northerly along the arc of said curve a distance of 129.23 feet to the point of reverse curve of a curve concave Southeasterly with a tangent distance of 219.83 feet, and a central angle of 73° 16' 59"; run thence Northwesterly along the arc of said curve a distance of 378.03 feet to the point of tangent, thence N. 88° 39' 12" E. 1072.34 feet; thence S. 60° 20' 40" E. 76.66 feet; thence S. 89° 39' 12" W. 1071.14 feet to the point of curvature of a curve, concave Southeasterly with a tangent distance of 137.77 feet, and a central angle of 73° 18' 59"; run thence Southwesterly along the arc of said curve a distance of 288.49 feet to the point of reverse curve of a curve concave Westerly; with a tangent distance of 53.12 feet, and a central angle of 11° 26' 52"; run thence Southerly along the arc of said curve a distance of 165.11 feet to the point of tangent; run thence S. 19° 43' 03" E. 60.60 feet to the bearing of S. 0° 16' 57" W., a tangent distance of 188.82 feet, and a central angle of 61° 05' 16"; run thence Southwesterly along the arc of said curve a distance of 344.13 feet to the point of tangent; run thence S. 61° 22' 13" W. 450.66 feet to the point of curvature of a curve concave Southeasterly with a tangent distance of 522.55 feet and a central angle of 37° 30' 15"; run thence Southwesterly along the arc of said curve a distance of 622.64 feet to the point of tangent; run thence S. 23° 52' 11" W. 800.00 feet to the point of curvature of a curve concave Easterly, with a tangent distance of 135.14 feet, and a central angle of 17° 20' 05"; run thence Southerly along the arc of said curve a distance of 260.65 feet to the point of tangent; run thence N. 89° 03' 02" W. 469.98 feet to the point of beginning, containing 47,5609 acres; all the aforementioned description being in Section 5, Township 22 South, Range 29 East.

RECORDED & RECORD VERIFIED

James H. ... Clerk of
Circuit Court, Orange Co., Fla.

REPLICATION OF INSTRUMENT
BY A COMPILER

441809 AUG 27 11 44 AM '71

1971

Substitution of Mortgage

Know All Men By These Presents: That

AMERICAN FEDERAL SAVINGS AND LOAN ASSOCIATION OF ORLANDO

a corporation existing under the laws of the United States of America
the owner and holder of a certain mortgage deed executed by
THE CASA DEL MAR CORPORATION

to AMERICAN FEDERAL SAVINGS AND LOAN ASSOCIATION OF ORLANDO
located at 3074 day of December A.D. 1970 recorded in Official Records
Book 2010 page 125 in the office of the Clerk of the Circuit Court of Orange County
State of Florida certificate certain under in the principal sum of

ONE MILLION TEN THOUSAND AND NO/100
Dollars, and certain promises and obligations set forth in said mortgage deed, upon the property situated in said
State and County described as follows, to wit:

All that certain real property described on Exhibits "A", "B", and "C"
which are attached hereto and by this reference made a part hereof.

This instrument was prepared by G. R. Hartpence,
American Federal Savings and Loan Association
of Orlando, P. O. Box 3629, Orlando, Florida
32802

hereby acknowledges full payment and satisfaction of said note and mortgage deed, and surrenders the
same as recorded, and hereby directs the Clerk of the said Circuit Court to cancel the same of record.

In Witness Whereof the said corporation has caused these
presents to be executed in its name, and its corporate seal to be hereunto
affixed, by its proper officers thereto duly authorized, the 20th
day of August A. D. 1971

COMPANY
SEAL

ATTEST: *Thomas B. ...* Assistant Secretary
AMERICAN FEDERAL SAVINGS AND
LOAN ASSOCIATION OF ORLANDO

Signed, read and delivered in the presence of:

Glenn R. Hartpence Vice President
Naoma B. McKathen Vice

STATE OF FLORIDA
COUNTY OF ORANGE

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, per-
sonally appeared Glenn R. Hartpence and Naoma B. McKathen

well known to me to be the Vice President and Assistant Secretary respectively of American Federal
Savings and Loan Association of Orlando
and that this separate acknowledgment was made at the same time in the presence of two subscribing witnesses freely and voluntarily under authority duly vested
in them by said corporation and that the seal aforesaid therein is the true corporate seal of said corporation.

WITNESS my hand and official seal in the County and State last aforesaid this 20th day of August A. D. 1971

Glenn R. Hartpence
Glenn R. Hartpence, Florida, a large
and Commission Expires March 15, 1974
Notary Public, State of Florida & County, C.

JAMES E. TOOMEY
ATTORNEY AT LAW
SUITE 120
1010 PENNINGTON CENTER DRIVE
ORLANDO, FLORIDA 32803

LEGAL DESCRIPTION

EXHIBIT "A"

OF

FOR 2100 N 901

ROSEMONT SECTION ONE

From the SE corner of the SW 1/4 of the SW 1/4 of Section 4, Township 22 South, Range 29 East, run thence, at a 88° 36' 00" angle to the East line of said SW 1/4 of the SW 1/4, N. 89° 58' 39" W. 910.11 feet; thence N. 29° 58' 39" W. 69.94 feet to a point 31 feet beginning; run thence further N. 29° 58' 39" W. 410.00 feet; thence N. 59° 44' 57" E. 208.92 feet; thence N. 27° 08' 21" E. 218.61 feet to the point of curvature of a curve, concave Easterly, with a tangent bearing of N. 12° 58' 39" W., a tangent distance of 311.99 feet, and a central angle of 31° 00' 00"; run thence Northerly along the arc of said curve a distance of 608.52 feet to the point of tangent; run thence N. 18° 01' 21" E. 125.00 feet to the point of curvature of a curve concave Southwesterly, with a tangent distance of 548.21 feet and a central angle of 85° 00' 00"; run thence Northwesterly along the arc of said curve a distance of 563.74 feet to the point of tangent, run thence N. 78° 35' 33" W. 316.75 feet; thence N. 07° 00' 00" W. 270.00 feet to the point of curvature Southwesterly with a tangent bearing of N. 66° 58' 39" W. a tangent distance of 236.82 feet, and a central angle of 23° 22' 09"; run thence Easterly along the arc of said curve a distance of 456.66 feet to the point of tangent, run thence N. 09° 20' 48" W. 76.00 feet to the point of curvature of a curve concave Southerly, with a tangent bearing of N. 89° 39' 12" E., a tangent distance of 211.10 feet; and a central angle of 23° 22' 09"; run thence Easterly along the arc of said curve a distance of 495.21 feet to the point of tangent; run thence S. 66° 58' 39" E. 345.36 feet; thence N. 23° 01' 21" E. 140.80 feet to the point of curvature of a curve concave Southeastwesterly, with a tangent distance of 146.98 feet, and a central angle of 38° 38' 39"; run thence Northerly along the arc of said curve a distance of 282.74 feet to the point of tangent, run thence N. 61° 40' 00" E. 466.62 feet; thence N. 38° 44' 39" E. 248.15 feet; thence N. 51° 10' 04" E. 621.52 feet to a point on the Westerly right of way line of U.S. Highway No. 441, said point being on a curve concave Southwestwesterly, with a tangent bearing of S. 41° 00' 00" E., a tangent distance of 457.57 feet and a central angle of 3° 25' 53"; run thence Southwesterly along the arc of said curve and said Westerly right of way line of U.S. Highway No. 441, a distance of 335.05 feet to the point of tangent; run thence N. 52° 25' 53" E. 10.00 feet to the point of curvature of a curve concave Southwesterly, with a tangent bearing of S. 57° 54' 07" E. a tangent distance of 128.87 feet; and a central angle of 2° 38' 04"; run thence Southeastwesterly along the arc of said curve a distance of 257.70 feet to the point of tangent; run thence S. 48° 47' 51" W. 124.90 feet; thence S. 89° 47' 51" W. 637.18 feet; thence S. 61° 40' 00" W. 751.62 feet to the point of curvature of a curve concave Southeastwesterly, with a tangent distance of 111.92 feet and a central angle of 38° 38' 39"; run thence Southwesterly along the arc of said curve a distance of 215.29 feet to the point of curvature of a curve concave Southwesterly, with a tangent bearing of S. 63° 58' 39" E. a tangent distance of 696.41 feet, and a central angle of 85° 00' 00"; run thence Southeastwesterly along the arc of said curve a distance of 527.48 feet to the point of tangent; run thence S. 18° 01' 21" W. 125.00 feet to the point of curvature of a curve Easterly, with a tangent distance of 206.61 feet, and a central angle of 51° 11' 00"; run thence Southerly along the arc of said curve a distance of 303.08 feet to the point of reverse curvature of a curve concave Westwesterly, with a tangent distance of 436.58 feet, and a central angle of 7° 30' 00"; run thence Southwesterly along the arc of said curve a distance of 751.71 feet to the point of tangent; run thence S. 60° 01' 21" W. 200.00 feet to the point of beginning, containing 31.8013 acres.

ROSEMONT SECTION TWO

1000000 14 000

From the NW corner of Section 8, Township 22 South, Range 29 East, run S. 89° 03' 02" E., along the North line of said Section 8, 1643.21 feet to the point of beginning; run thence N. 00° 25' 02" W. 2007.03 feet; thence S. 89° 43' 03" E. 1726.02 feet to the point of curvature of a curve, concave Northwestery, with a tangent bearing of N. 32° 28' 01" E., a tangent distance of 65.54 feet, and a central angle of 16° 05' 43"; run thence Northwery along the arc of said curve a distance of 129.25 feet to the point of reverse curve of a curve concave Southeastery with a tangent distance of 219.83 feet, and a central angle of 75° 16' 59" run thence Northwery along the arc of said curve a distance of 378.03 feet to the point of tangent, run thence N. 89° 59' 12" E. 1072.34 feet; thence S. 00° 20' 40" E. 76.00 feet; thence S. 89° 59' 12" W. 1072.34 feet to the point of curvature of a curve, concave Southeastery with a tangent distance of 167.77 feet, and a central angle of 73° 16' 59"; run thence Southeastery along the arc of said curve a distance of 288.49 feet to the point of reverse curve of a curve concave Westerly, with a tangent distance of 53.12 feet, and a central angle of 11° 26' 52"; run thence, Southerly along the arc of said curve a distance of 105.85 feet to the point of tangent; run thence S. 89° 43' 03" E. 60.00 feet to the point of curvature of a curve concave Northwestery, with a tangent bearing of S. 0° 16' 57" W., a tangent distance of 188.82 feet, and a central angle of 61° 05' 16"; run thence Southeastery along the arc of said curve a distance of 341.18 feet to the point of tangent; run thence S. 61° 22' 13" W. 740.00 feet to the point of curvature of a curve concave Southeastery, with a tangent distance of 322.93 feet and a central angle of 37° 30' 00"; run thence Southeastery along the arc of said curve a distance of 622.64 feet to the point of tangent; run thence S. 23° 52' 13" W. 860.00 feet to the point of curvature of a curve concave Easterly, with a tangent distance of 135.14 feet, and a central angle of 37° 20' 05"; run thence Southerly along the arc of said curve a distance of 260.65 feet to the point of tangent; run thence N. 89° 03' 02" W. 439.98 feet to the point of beginning, containing 47.5609 acres, all the aforementioned description being in Section 5, Township 22 South, Range 29 East.

ROSE NUMBER

EXHIBIT "C"

LEGAL DESCRIPTION:

Parts of SECTIONS 4, 5, 8 and 9, Township 22 South, Range 29 East, and part of S.E. 1/4 of Section 32, Township 21 South, Range 25 East, Orange County, Florida, being more particularly described as follows:

BEGINNING at the East 1/4 corner of Section 8, Township 22 South, Range 29 East, Proceed westerly along the East-West Centerline of Section 8, N. 55° 09' 50" W., 3940.75 feet; Thence N. 0° 26' 49" E., 1323.10 feet; Thence N. 89° 12' 34" W., 1315.18 feet to the West line of Section 8; Thence Northerly with said West line N. 0° 12' 39" E., 123.48 feet to the N.W. corner of said Section 8; Thence Easterly with the North line of Section 8, S. 29° 03' 02" E., 657.28 feet; Thence Northerly into Section 5, N. 0° 14' 36" W., 665.16 feet; Thence S. 89° 16' 43" E., 327.94 feet; Thence S. 0° 18' 03" E., 658.48 feet to the South line of Section 5; Thence Southerly into Section 8, S. 0° 03' 24" W., 660.40 feet; Thence S. 89° 07' 47" E., 658.44 feet; Thence N. 0° 02' 33" W., 659.55 feet to the North line of Section 8; Thence Northerly into Section 5, N. 0° 25' 02" W., 2607.03 feet; Thence S. 89° 45' 03" E., 909.62 feet to the East Right-of-Way line of long road; Thence Northerly with said East Right-of-Way line N. 5° 52' 06" E., 675.04 feet to the south line of the N.E. 1/4 of Section 5; Thence Easterly with said South line N. 89° 25' 56" E., 1219.93 feet; Thence N. 1° 08' 47" W., 2611.55 feet to the north line of Section 5, said North line also being the North line of Township 22 South; Thence Northerly into Section 32, Township 21 South, Range 29 East, N. 0° 55' 00" E., 237.25 feet to the West Right-of-Way line of U.S. Highway No. 441; Thence Southeasterly with said Right-of-Way line S. 57° 13' 37" E., 134.63 feet to the North line of Township 22 South; Thence Southeasterly with said Right-of-Way line into Section 5, S. 57° 13' 37" E., 134.63 feet to the P.C. of a 11,319.20 foot radius Right-of-Way curve to the right; Thence Southeasterly along the arc of said curve, thru a central angle of 2° 44' 04" and distance of 540.93 feet to a point; Thence S. 35° 30' 27" W., 15.00 feet to the P.C. of a 11,319.20 foot radius Right-of-Way curve to the right; Thence Southeasterly along the arc of said curve, thru a central angle of 1° 23' 56", a distance of 369.29 feet to the P.T. of said Right-of-Way curve; Thence Southeasterly along said Right-of-Way curve into Section 4, S. 52° 51' 37" E., 193.89 feet; Thence N. 37° 04' 25" E., 4.00 feet; Thence S. 52° 55' 37" E., 879.30 feet to the P.C. of a 5593.65 foot radius Right-of-Way curve to the right; Thence Southeasterly along the arc of said curve thru a central angle of 4° 18' 30", a distance of 426.61 feet to a point; Thence N. 41° 22' 53" E., 1.60 feet to the P.C. of a 5594.65 foot radius Right-of-Way curve to the right; Thence Southeasterly along the arc of said curve thru a central angle of 11° 02' 00" a distance of 1078.93 feet to a point; Thence N. 52° 25' 55" E., 10.00 feet to the P.C. of a 5604.65 foot radius Right-of-Way curve to the right; Thence Southeasterly along the arc of said curve, thru a central angle of 2° 36' 33", a distance of 255.22 feet; Thence Southeasterly from said U.S. Highway 441 Right-of-Way S. 48° 10' 00" W., 124.10 feet to a point on the North line of the S.W. 1/4 of Section 4; Thence westerly with said North line S 89° 39' 46" W., 637.15 feet to a point; Thence S. 1° 21' 48" E., 2766.34 feet to a point

Henry P. O. Peck of Rank of Land
By Contracted Engineer No. 027

ROSE RANCH

ROSE RANCH

LEGAL DESCRIPTION

PAGE 2

753.31 ACRES

on the North line of Section 9; Thence continue Southerly thru Section 9, S. 0° 01' 21" W., 1836.77 feet to a point; thence S. 89° 59' 23" W., 1329.77 feet to the West line of Section 9; Thence Southerly with said West line S. 0° 18' 21" W., 755.77 feet to the P.O.B. of this description. CONTAINING 753.51 ACRES more or less.

ALSO: BEGIN at the Northeast corner of Southwest 1/4 of the Northeast 1/4 of Section 5, Township 22 South, Range 25 East, Run thence South 331.2 feet for the Point-Of-Beginning; Thence West 34.1 feet; run thence Southwesterly 997.05 feet to a point 212.7 feet West of the Southeast corner of the said Southwest 1/4 of the Northeast 1/4; Run thence East to said Southwest 1/4 of the Northeast 1/4; Northeast 1/4; Run thence North to the Point-of-Beginning, CONTAINING 3.4 acres more or less. SUBJECT TO ALL R/W'S AND EASEMENTS OF RECORD.

TOTAL ACRES: 753.31 acres more or less.

LESS THAT PROPERTY DESCRIBED ON EXHIBITS "A" AND "B" HEREOF.

RECORDED & RETURNED

Wm. G. ... Clerk of
Circuit Court, Orange Co., Fla.

RECORDED & RETURNED

Wm. G. ... Clerk of
Circuit Court, Orange Co., Fla.

Wm. G. ...
Wm. G. ...
By ...
...

A G R E E M E N T

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THIS AGREEMENT, made this 20th day of December, 1911, by and between the CITY OF ORLANDO, a municipal corporation existing under the laws of the State of Florida, as party of the first part, hereinafter sometimes referred to as "the City," and CASA DEL MAR CORPORATION, a Florida corporation, as party of the second part, hereinafter sometimes referred to as "the Owner;"

WITNESSETH THAT

WHEREAS, the Owner and its predecessor in title have voluntarily petitioned the City for the annexation into the municipal limits of the City of certain lands situate in Orange County, Florida, as described in Exhibit No. 1 hereto, such lands to be hereinafter referred to as "the subject property;" and,

WHEREAS, the Owner represents that it is the fee simple owner of the subject property; and

WHEREAS, the subject property is substantially undeveloped at the present time and will require the installation of certain capital improvements, from time to time, as it is developed, and

WHEREAS, the City has determined that it is feasible to extend into the area municipal services, such as police protection, fire protection, sanitary sewage collection and treatment, trash and garbage removal, street lighting, street and storm drainage maintenance, water and electricity in accordance with the terms hereof, and,

WHEREAS, the Owner has petitioned for annexation of the subject property in anticipation of, and in consideration of, the providing of such municipal services by the City, and in the belief that it is to the benefit and advantage of the Owner and the Developer that all of the subject property be annexed to the corporate limits of the City in order to provide for the orderly and proper development of the area; and,

WHEREAS, the Owner does not propose to develop all of the subject property initially, but contemplates an orderly

City of Orlando
Office of City Clerk
Orlando, Fla.
RETURN:

This instrument prepared by:
Ernst N. von den Berg
15 South Magnolia
Orlando, Fla.

Doc. # 9581

Feb. 2010 # 225

development in phases as required by tenants and grantors, as defined, of parcels therein; and

WHEREAS, the City has certain established policies as to terms and charges for municipal services, and as to the respective responsibilities of the City and of the Owner for the provision of capital improvements; and,

WHEREAS, it is the purpose of this Agreement to set forth clearly the understanding and agreement of the parties with respect to all of the foregoing matters;

NOW, THEREFORE, THIS AGREEMENT WITNESSETH:

1. The Owner agrees that both it and its successors and assigns will abide by the provisions of this Agreement and of "The Land Subdivision Ordinance of Orlando, Florida," as adopted on June 22, 1930, and as amended through December 2, 1950, which is incorporated herein and made a part hereof by this reference, and will install or have installed the improvements specifically required by the City of Orlando in accordance with the provisions of said ordinance, as and when development of the subject property proceeds. The Owner further understands and agrees that, in the development of the subject property, failure to abide by the regulations of "The Land Subdivision Ordinance of Orlando, Florida," or other applicable regulations, ordinances or laws of the City of Orlando from time to time existing shall constitute grounds for refusal by the City of Orlando, or the appropriate authority thereof, to allow such development.

2. The Owner has submitted a Master Development Plan, dated December 2, 1970, prepared by Kieber and Ribes, Fort Lauderdale, Florida, and a Master Concept Plan, both of which have been approved by the City. Block lengths and street alignment shall be as designated on the Master Development Plan. Building lines shall be in accordance with the Zoning Ordinances of the City of Orlando. Lot sizes shall be in accordance with Zoning Ordinances and Subdivision