I#: 2020038494 BK: 20870 PG: 2611, 02/05/2020 at 11:17 AM, RECORDING 18 PAGES \$154.50 M DOC STAMP COLLECTION \$3675.00 INTANGIBLE TAX \$2100.00 KEN BURKE, CLERK OF COURT AND COMPTROLLER PINELLAS COUNTY, FL BY DEPUTY CLERK: CLKDU17

Return To: Velocity Commercial Capital, LLC

PO Box 7089

Westlake Village, CA 91359-7089

This Document Was Prepared By:

Justin Garcia

NELOCITY (DMMERCIAL CAPITAL, LLC

30699 RUSSELL RANCH RD # 295

WESTLAKE VILLAGE, CA 91362

Commercial Mortgage, Security Agreement and Assignment of Leases and Rents

This COMMERCIAL MORTGAGE, SECURITY AGREEMENT AND ASSIGNMENT OF LEASES AND RENTS (this "Mortgage") is entered into as of December 31, 2019, between Family International Home Builders LLC, a Florida limited liability company, with an address of 2338 NW 51st, Miami, Florida (the "Mortgagor") and Velocity Commercial Capital, LLC, a California Limited Liability Company, with an address of 30699 Russell Ranch Road, Suite 295, Westlake Village, California 91362 (the "Lender")

The real property which is the subject matter of this Mortgage has the following address(es): 7210 Gulf Boulevard, St. Pete Beach, Florida 33706 (the "Address(es)").

1. Mortgage, Obligations and Future Advances

- 1.1 Mortgage. For valuable consideration paid and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Mortgagor hereby irrevocably and unconditionally mortgages, grants, bargains, transfers, sells, conveys, sets over and assigns to Lender and its successors and assigns forever, all of Mortgagor's right, title and interest in and to the Property described below, to secure the prompt payment and performance of the Obligations (as hereinafter defined), including without limitation, all amounts due and owing to Lender and all obligations respecting that certain Term Note, dated December 31, 2019, by Family International Home Builders LLC in favor of Lender in the original principal amount of \$1,050,000.00 (the "Note"; and collectively, along with all other agreements, documents, certificates and instruments delivered in connection therewith, the "Loan Documents"), and any substitutions, modifications, extensions or amendments to any of the Loan Documents.
- **1.2 Security Interest in Property.** As continuing security for the Obligations the Mortgagor hereby pledges, assigns and grants to the Lender, and its successors and assigns, a security interest in any of the Property (as hereinafter defined) constituting personal property or fixtures.