

1st Union Nat'l Bank
P.O. Box 1000
Pompano Beach, FL 33061-9877

OCT-22-1993 11:09am 93-340042
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Con 100,000.00 Doc 350.00
Int 200.00

This instrument was prepared by:

(Type) Name: Kathy Zuerdel F16678
Address: 3300 North Federal Highway
Fort Lauderdale FL 33306

MORTGAGE

THIS MORTGAGE, is made this 27th day of August 19 93
between the Mortgagor, Simon L. Bernstein, a married man, and his wife Shirley Bernstein

(herein "Borrower") and the Mortgagee, FIRST UNION NATIONAL BANK OF FLORIDA,
a national banking association organized and existing under the laws of the United States of America, whose address is
2577 east sunrise blvd. ft. lauderdale, fl. 33304 (herein "Lender").

WHEREAS, Lender has agreed to extend credit to borrower, from time to time, in a total principal amount not to exceed \$ 100,000.00
pursuant to the terms of that certain Prime Equity Line Application and Prime Equity Line Agreement and Disclosure Statement (herein "Agreement"), of even
date herewith, executed and delivered by Borrower to Lender, which terms and conditions are incorporated into this mortgage, which Agreement provides for
repayment of such advances in monthly installments, together with interest as provided therein. The total of advances may increase and decrease from time
to time but shall never exceed the face amount of this Mortgage, as aforesaid, and shall be paid in full on or before a date which is twenty (20 years) from the
date of this Mortgage.

TO SECURE to Lender (a) the repayment of the indebtedness evidenced by the Agreement, with interest thereon, the payment of all other sums, with interest
thereon, advanced in accordance herewith to protect the security of this Mortgagor and the performance of the covenants and agreements of Borrower herein
contained, and (b) the repayment of any future advances, with interest thereon, made to Borrower by Lender (herein "Future Advances"). Borrower does hereby
mortgage, grant and convey to Lender the following described property located in the County of Palm Beach

State of Florida:

***Lot 781, ST. Andrews Country Club
PL.14 PB14/pg132***

7020 Lions Head Lane
which has the address of _____
(Property Address)
Boca Raton, FL 33442
(City)
Florida 33442
(State and Zip Code)

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

TO HAVE AND TO HOLD the said mortgaged property unto the Lender, in fee simple.

AND BORROWER does hereby fully warrant the title to the said mortgaged property and will defend the same against lawful claims of all persons
whomsoever.

AND BORROWER further covenants with Lender as follows:

1. To pay when due all sums provided in said Agreement and any renewal, extension or modification thereof, and in this mortgage.
2. To pay when due, and without requiring any notice from Lender, all taxes, assessments of any type or nature, and other charges levied or assessed
against the mortgaged property hereby encumbered, or any interest of Lender therein, and produce receipts therefor upon demand. To immediately pay any
discharge any claim, lien or encumbrance against the mortgaged property which may be or become superior to this mortgage (unless herein above specifically
excepted) and to permit no default or delinquency on any other lien, encumbrance or charge against the mortgaged property.
3. To keep the mortgaged property insured against loss or damage by fire, and such other hazards in form and amounts and for such periods, as may
be required by the Lender, and to pay promptly when due all premiums of such insurance. The policies and renewals of said insurance shall be held by the
Lender, and shall have attached thereto loss payable clauses in favor of, and in a form acceptable to the Lender.
4. To maintain the mortgaged property in good condition, and repair, including but not limited to the making of such repairs as Lender may from time
to time determine to be necessary, for the preservation of the same; to commit, suffer or permit no waste of said property or the improvements thereon.
5. To comply with all laws, ordinances, regulations, covenants, conditions and restrictions affecting the mortgaged property and not to suffer or permit
any violation thereof.

6. If the Borrower fails to pay any claim, lien or encumbrance which is superior to, in parity with or subordinate to this mortgage, or to pay when due any tax or assessment or insurance premium, or to keep the premises in repair, or shall commit, suffer or permit waste, or if there be commenced any action at law or equity or any proceeding affecting the mortgaged property or the title thereto, the Lender, at its option, may pay said claim, lien, encumbrance, tax, assessment or premium, 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 as the Lender deems advisable, and for any of said purposes, the Lender may advance such sums of money, including all costs, reasonable attorneys fees and other items of expense as it deems necessary: Nothing herein contained shall be construed as requiring the Lender to advance monies for any of the purposes aforesaid, and the advance of such monies for such purposes shall in no way waive or affect the Lender's right of foreclosure or any other right or remedy hereunder.

7. Borrower will pay to Lender, immediately and without demand, all sums of money advanced by Lender pursuant to this mortgage, including all costs, reasonable attorneys fees, whether or not legal action has actually been filed, and other items of expense, together with interest on each such advancement at the rate provided in the Agreement, and all such sums and interest thereon shall be secured hereby.

8. If default is made in performance of any of Borrower's obligations, covenants or agreements hereunder or as stated in the Agreement, all of the indebtedness secured hereby shall become and be immediately due and payable at the option of the Lender. Lender may avail itself of all rights and remedies at law or in equity, and this mortgage may be foreclosed, and Borrower shall pay all costs, and expenses thereof, including the cost of securing abstracts or other evidence of the status of title to mortgaged property, and reasonable attorneys fees.

In addition to the remedies provided for breach of certain conditions of the Mortgage Lender may declare Borrower in default under this Mortgage if any of the following events occur: (1) if Borrower fails to make the payment within 10 days of the due date; (2) if Borrower writes Primo Equity Line Checks in excess of the available credit limit or the maximum credit limit; (3) if a petition is filed or other proceedings started under the federal Bankruptcy code or any state insolvency statute or if a receiver is appointed or with or order of attachment; Levy or judgment is issued against Borrower or the Property assets or income that affects Borrower's ability to repay the Agreement in accordance with the term of the agreement or that adversely affects Lender's security rights in the Property; (4) if Borrower permits any other lienholder to gain or appear to gain priority over Lender except whatever first mortgage deed or trust or deed to secure debt is outstanding on the Property at the time of recording of Lender's mortgage to secure the Agreement; (5) if the Property is condemned or is totally or partially destroyed by fire or other hazards or any proceeding is commenced which materially affects Lender's interest in the Property; (6) if the secured note for any prior mortgage deed of trust or deed to secure debt or lien on the real Property is in default by failure of Borrower to pay principal, interest, charges, fees, escrow items or the commencement of a foreclosure proceeding or collection action that adversely affects Lender's security interest in the Property; (7) if Lender believes in good faith that Borrower has allowed the Property to deteriorate committed waste or destructively used or failed to maintain the Property; (8) if Borrower commits fraud or misrepresents any information in the loan application, the agreement or the mortgage at any time; (9) if Borrower fails to disclose any known environmental condition or hazard which adversely affects Lender's security interest in the Property; (10) if Borrower fails to maintain adequate insurance coverage on the Property naming mortgagee as insured, (11) if Borrower fails to pay taxes and assessments on the Property that results in a filing of a lien senior to Lender's lien that impairs Lender's security interest in the Property; or (12) if Borrower transfers title to the Property without Lender's consent as set forth in the terms of this Mortgage or transfer of title occurs due to any death or by governmental action however Borrower understands Lender will not terminate the Agreement and accelerate payment if such action is prohibited by federal law as of the date of the Agreement.

9. No delay by Lender in exercising any right or remedy hereunder or otherwise afforded by law shall operate as waiver thereof or preclude the exercise during the continuance of any default hereunder. No waiver by Lender of any default shall constitute a waiver of or consent to subsequent defaults.

10. Without affecting the liability of any person other than any person released pursuant to the provisions of this paragraph, for payment of any indebtedness secured hereby and without affecting the priority or extent of the lien hereof upon any property not specifically released pursuant hereto Lender may at any time and from time to time without notice and without limitation as to any legal right or privilege of Lender (a) release any person liable for payment of any indebtedness secured hereby (b) extend the time or agree to alter the terms of payment of any of the indebtedness (c) accept additional security of any kind (d) release any property securing the indebtedness or (e) consent to the creation of any easement on or over the mortgaged property or any covenants restricting use or occupancy thereof.

11. Any agreement hereafter made by Borrower and Lender pursuant to this Mortgage shall be superior to the rights of the holder of any intervening lien or encumbrance.

12. Borrower hereby waives all right of homestead or other exemption in the property subject to this Mortgage, not including Homestead Tax Exemption.

13. The mailing of written notice or demand addressed to the Borrower at the last address actually furnished to the Lender or at such mortgaged property and mailed postage prepaid, by United States mail, shall be sufficient notice or demand in any case arising under this instrument and required by the provisions or by law.

14. 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. All covenants, agreements and undertakings shall be joint and several.

15. This Mortgage is granted to secure future advances from the Lender to the Borrower made, at the option of the lender, within twenty (20) years of the date hereof. The unpaid principal balance of the indebtedness hereby secured, exclusive of disbursements made by the Lender for taxes, levies, assessments and insurance and exclusive of accrued interest, shall never at one time, exceed the principal amount of the Agreement, as shown on the face hereof.

16. Transfer of the Property or a Beneficial Interest in Borrower. Assumption: If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Lender's prior written consent, Lender may, at Lender's option, declare all the sums secured by this Mortgage to be immediately due and payable. However, this option shall not be exercised by Lender if exercise is prohibited by Federal law as of the date of this Mortgage.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Mortgage without further notice or demand on Borrower.

This Mortgage may not be assumed by a purchaser without the Lender's consent. If an assumption is allowed, the Lender may charge an assumption fee and require the person(s) assuming the loan to pay additional charges as authorized by law.

17. In case of a conflict between the terms of the Agreement and this Mortgage governing remedies on default or termination of advances, the priority of controlling terms shall be the Agreement and then this Mortgage.

Signed, sealed and delivered
in the presence of

<u>Annmarie Lafontaine</u> (TYPE)	<u>X</u>	MORTGAGOR (SEAL)	<u>Shirley Bernstein</u> (TYPE)	MORTGAGOR (SEAL)
<u>Kathy Zuenda</u> (TYPE)	<u>X</u>			
<u>Kathy Zuenda</u> (TYPE)	<u>X</u>			
STATE OF FLORIDA COUNTY OF	Palm Beach	ss	ADDRESS	ADDRESS
			7020 Lions Head Lane	(SEAL)
			Boca Raton FL	

Before me, the undersigned authority, personally appeared Simon L. Bernstein, ss

and Shirley Bernstein, spouse, each personally known to me or who has produced driver license as identification and who did ~~did not~~ take an oath and known by me to be the persons described in and who executed this foregoing instrument, and severally acknowledged before me that they executed the same for uses and purposes in said instrument set forth.

IN WITNESS WHEREOF I have hereunto set my hand and affixed my official seal this 27 day of Sept, 1993, in the State of Florida.

(SIGNATURE) Kathleen J. Zuenda
(TYPE)

Notary Public, State of Florida at Large

My commission expires: NOTARY PUBLIC, STATE OF FLORIDA
10-10-94 EXPIRES Dec. 26, 1994
NOTARIAL PAPER NOTARY PUBLIC UNDERWRITER