

Return to:

Ally Parker Brown Title Insurance Agency, LLC  
2691 SW Port St. Lucie Blvd.  
Port St. Lucie, Florida 34953

This instrument prepared by: Diane Ally

20190399

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THIS IS A BALLOON MORTGAGE AND THE FINAL PAYMENT OR BALANCE DUE UPON MATURITY IS \$101,581.36 TOGETHER WITH ACCRUED INTEREST, IF ANY, AND ALL ADVANCEMENTS MADE BY THE MORTGAGEE UNDER THE TERMS OF THIS MORTGAGE.

**PURCHASE MONEY 1<sup>ST</sup> MORTGAGE**

**THIS MORTGAGE DEED** Executed the 24th day of July, 2019 A.D. by St. Lucie Doctors, LLC, A Florida Limited Liability Company herein after called the mortgagor, to Florida Recreation and Investment Properties, Inc., A Florida Corporation, And/Or Assigns hereinafter called the mortgagee:

(Wherever used herein the terms "mortgagor" and "mortgagee" include all the parties to this instrument and the heirs, legal representatives and assigns of individuals, and the successors and assigns of corporations: and the term "note" includes all the notes herein described if more than one.)

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

Lots 1, 2, 3, 22, 23 and 24, Block 2358, Port St. Lucie Section Thirty Four, according to the map or plat thereof, as recorded in Plat Book 15, Page(s) 9, 9A through 9W, of the Public Records of St. Lucie County, Florida, less and except that portion of Lot 24, as set forth in Warranty Deed to City of Port St. Lucie, a Florida municipal corporation, recorded in Official Records Book 3157, Page 70, being more particularly described as follows:

Commence at the intersection of the North right-of-way of Becker Road and the Southwest corner of Lot 24, Block 2358 as shown on the Plat of Port St. Lucie Section Thirty Four, recorded in Plat Book 15, Page 9, Public Records of St. Lucie County, Florida; thence North 89°58'11" East a basis of bearings along said North right-of-way, a distance of 100 feet to a point of curvature with a curve concave to the Northwest and having a radius of 25.00 feet; said point being the Point of Beginning; thence Northeasterly along the arc of said curve, through a central angle of 89°58'11" an arc distance of 39.26 feet to a cusp, being on the West right-of-way of Darwin Boulevard; thence South 44°59'05" West, a distance of 35.35 feet to the Point of Beginning.

a/k/a 267 SW Becker Road, Port St. Lucie, Fl 34953

**TO HAVE AND TO HOLD** the same, together with the tenements, hereditaments, and appurtenances thereto belonging, and the rents, issues and profits thereof, unto the mortgagee, in fee simple.

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

Except taxes accruing subsequent to the year of 2018.

**PROVIDED ALWAYS**, that if said mortgagor shall pay unto said mortgagee that certain promissory note hereinafter substantially copied or identified, to wit:

**PROMISSORY NOTE**

**\$118,702.66**

**July 24th, 2019**

FOR VALUE RECEIVED, the undersigned, (jointly and severally, if more than one) promises to pay to Florida Recreation and Investment Properties, Inc., a Florida Corporation and/or assigns, or order, in the manner hereinafter specified, the principal sum of One Hundred and Eighteen Thousand, Seven Hundred and Two dollars and 66/100 (\$118,702.66) with interest from the date hereof at the rate of (5%) percent, 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 States of America at:

2278 Olympic Club Terrace  
Palm City, Fl 34990

**COPY**

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:

Payments in the amount of \$540.22 commencing the 24th day of August 2019 and on the 24th day of every month thereafter with a final balloon payment of \$101,581.36 together with accrued interest, if any on the 24<sup>th</sup> day of July 2023.

**THIS IS A BALLOON NOTE AND THE FINAL PAYMENT OR BALANCE DUE UPON MATURITY IS \$101,581.36 TOGETHER WITH ACCRUED INTEREST, IF ANY, AND ALL ADVANCEMENT MADE BY THE MORTGAGEE UNDER THE TERMS OF THIS NOTE.**

If the note holder has not received the full amount of the monthly payment by the end of 10 calendar days after the date it is due, a late charge of 5% of the overdue payment will be assessed and due and payable immediately.

**THIS NOTE IS NOT ASSUMABLE WITHOUT THE EXPRESS WRITTEN CONSENT OF THE NOTE HOLDER.**

**THE DEBT SECURED BY THIS MORTGAGE MAY BE PREPAID, IN WHOLE OR IN PART, AT ANY TIME WITHOUT PENALTY.**

If default be made in the payment of any of the sums or interest mentioned herein or in said mortgage, or in the performance of any of the agreements contained herein, be not promptly paid within 30 days next after the same becomes due, or if each and every of the agreements, stipulations, conditions and covenants of said note and this mortgage, or either, are not fully performed, complied with and abided by, 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.

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

St. Lucie Doctors LLC, a Florida Limited Liability Company

Makers Address:  
1453 SW Laredo Street  
Palm City, Florida 34990

\_\_\_\_\_  
Erick Funcke-Director

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

Borrower shall pay on the day Periodic Payments are due under the Note, until the Note is paid in full, a sum (the "Funds") to provide for payment of amounts due for: (a) taxes and assessments and other items which can attain priority over this Security Instrument as a lien or encumbrance on the Property; (b) leasehold payments or ground rents on the Property, if any; (c) premiums for any and all insurance required by Lender; Borrower shall pay mortgage holder the Funds for Escrow Items unless Mortgage Holder waives Borrower's obligation to pay the Funds for any or all Escrow Items.

**AND** the mortgagor hereby further covenants and agrees to pay promptly when due the principal and interest and other sums of money provided for in said note and this mortgage, or either; to pay all and singular the assessments, levies, liabilities, obligations, and encumbrances of every nature on said property; to permit, commit or suffer no waste, impairment or deterioration of said land or the improvements thereon at any time; to keep the buildings now or hereafter on said land fully insured in a sum of not less than full insurable value in a company or companies acceptable to the mortgagee, the policy or policies to be held by, and payable to, said mortgagee, and in the event any sum of money becomes payable by virtue of such insurance the mortgagee shall have the right to receive and apply the same to the indebtedness hereby secured, accounting to the mortgagor for any surplus; to pay all costs, charges, and expenses, including lawyers fees and title searches, reasonably incurred or paid by the mortgagee because of the failure of the mortgagor to promptly and fully comply with the agreements, stipulations, conditions and covenants of said note and this mortgage, or either; to perform comply with and abide by each and every the agreements, stipulations, conditions and covenants set forth in said note and this mortgage or either.


**IF** any sum of money herein referred to be not promptly paid within 30 days next after the same becomes due, or if each and every the agreements, stipulations, conditions and covenants of said note and this mortgage, or either, are not fully performed, complied with and abided by, then the entire sum mentioned in said note, and this mortgage, or the entire balance unpaid thereon, shall forthwith or thereafter, at the option of the mortgagee, become and be due and payable, anything in said note or herein to the contrary notwithstanding. Failure by the mortgagee to exercise any of the rights or options herein provided shall not constitute a waiver of any rights or options under said note or this mortgage accrued or thereafter accruing.

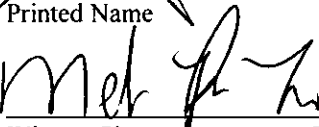
**IN WITNESS WHEREOF**, the said mortgage has hereunto signed and sealed these presents the day and year first above written.

Signed, sealed and delivered in the presence of:

**St. Lucie Doctors LLC, A Florida Limited Liability Company**

  
\_\_\_\_\_  
Witness Signature  
**Diane L. Ally**  
\_\_\_\_\_  
Printed Name

  
\_\_\_\_\_  
**Erick Funcke-Director**  
1453 SW Laredo Street  
Palm City, FL 34990

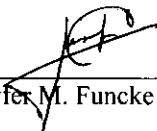
  
\_\_\_\_\_  
Witness Signature  
**Melissa Pearce Franz**  
\_\_\_\_\_  
Printed Name

PERSONAL GUARANTY

The undersigned does hereby severally guaranty the prompt and punctual payment of all moneys due under the aforesaid note and agree to remain bound until fully paid.



\_\_\_\_\_  
Erick Funcke

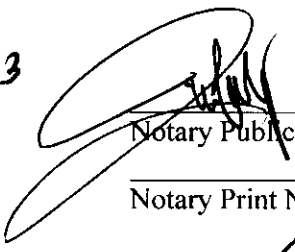


\_\_\_\_\_  
Jennyfer M. Funcke

STATE OF FLORIDA  
COUNTY OF ST. LUCIE

The foregoing instrument was acknowledged before me this 24th day of July, 2019, by Erick Funcke.

My Commission Expires: 4/30/23

  
\_\_\_\_\_  
Notary Public State of \_\_\_\_\_  
\_\_\_\_\_  
Notary Print Name

Personally Known \_\_\_\_\_ or Produced Identification

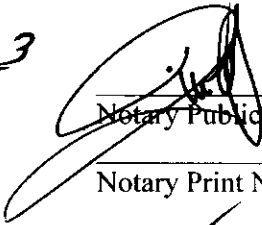
Type of Identification Produced divul licenses



STATE OF FLORIDA  
COUNTY OF ST. LUCIE

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My Commission Expires: 4/30/23

  
\_\_\_\_\_  
Notary Public State of \_\_\_\_\_  
\_\_\_\_\_  
Notary Print Name

Personally Known \_\_\_\_\_ or Produced Identification

Type of Identification Produced divul license

