

L97000001362

FILED

98 FEB -9 PM 3:37

SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

Al A. Cheneler, P.A.  
ATTORNEY AT LAW  
2265 Lee Road, Suite 125  
Winter Park, FL 32789-1858

City/State/Zip

Phone #

Office Use Only

**CORPORATION NAME(S) & DOCUMENT NUMBER(S), (if known):**

1. Benson Holding's (Apartment), L.C.  
(Corporation Name) (Document #)
2. \_\_\_\_\_  
(Corporation Name) (Document #)
3. \_\_\_\_\_  
(Corporation Name) (Document #) *CM*
4. \_\_\_\_\_  
(Corporation Name) (Document #) *201-1362*

☐ Walk in

☐ Pick up time \_\_\_\_\_

☐ Certified Copy

☐ Mail out

☐ Will wait

☐ Photocopy

☐ Certificate of Status

NEW FILINGS	
<input type="checkbox"/>	Profit
<input type="checkbox"/>	NonProfit
<input type="checkbox"/>	Limited Liability
<input type="checkbox"/>	Domestication
<input type="checkbox"/>	Other

AMENDMENTS	
<input type="checkbox"/>	Amendment
<input type="checkbox"/>	Resignation of R.A., Officer/ Director
<input type="checkbox"/>	Change of Registered Agent
<input type="checkbox"/>	Dissolution/Withdrawal
<input type="checkbox"/>	Merger

000002425400--5  
-02/09/98--01108--001  
\*\*\*\*250.00 \*\*\*\*250.00

OTHER FILINGS	
<input type="checkbox"/>	Annual Report
<input type="checkbox"/>	Fictitious Name
<input type="checkbox"/>	Name Reservation

REGISTRATION/ QUALIFICATION	
<input type="checkbox"/>	Foreign
<input type="checkbox"/>	Limited Partnership
<input type="checkbox"/>	Reinstatement
<input type="checkbox"/>	Trademark
<input type="checkbox"/>	Other

**SUPPLEMENTAL AFFIDAVIT OF CAPITAL CONTRIBUTIONS FOR A  
LIMITED LIABILITY COMPANY**

Benson Holdings (Apartment), L.C., a limited liability company, executes this supplemental affidavit filed pursuant to Section 608.412 of the Florida Statutes and certifies that the total amount of capital contributions by the members is **Two Hundred Twenty Nine Thousand Dollars (\$229,000.00)**.

The value contributed to the limited liability company was in the form of real property (an apartment complex) which property is described and valued by the attached Note and Mortgage which are hereby incorporated by reference.

Under penalties of perjury, I declare that I have read the foregoing and that the facts are true to the best of my knowledge and belief.

Signed on this, the 5<sup>th</sup> day of February, 1998.

Thomas Benson  
Thomas Benson  
Registered Agent for Benson  
Holding (Apartment), L.C.

SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

98 FEB -9 PM 3:37

FILED

THIS MORTGAGE DEED

Executed the 16<sup>th</sup> day of January, 1998 by

Benson Holding's (Apartment), L.C., whose mailing address is P.O.Box 618042, Orlando, Florida 32861

hereinafter called the Mortgagor, to

James K. Benson, as Trustee, whose mailing address is P.O.Box 533439, Orlando, Florida 32853

hereinafter called the Mortgagee.

WITNESSETH, that for divers good and valuable considerations, and also in consideration of the aggregate sum named in the promissory note of even date herewith, hereinafter described, the said Mortgagor, does grant, bargain, sell, alien, remise, release, convey and confirm unto the said Mortgagee, in fee simple, all that certain tract of land of which the said Mortgagor is now seized and possessed, and in actual possession, situated in Orange County, State of Florida, described as follows:

The West 75 feet of Lot 45, and all of Lot 54, HIGHLAND PARK, SAMUEL A. ROBINSON'S ADDITION TO THE CITY OF ORLANDO, FLORIDA, according to the plat thereof, recorded in Plat Book D, Page 94 of the Public Records of Orange County, Florida.

TO HAVE AND TO HOLD the same, together with the tenements, hereditaments and appurtenances, unto the said Mortgagee in fee simple.

AND said Mortgagor does covenant with said Mortgagee that said Mortgagor is indefeasibly seized of said land in fee simple; that the said Mortgagor has full power and lawful right to convey said land in fee simple as aforesaid; that it shall be lawful for said Mortgagee at all times peaceably and quietly to enter upon, hold, occupy and enjoy said land; that said land is free from all incumbrances; that said Mortgagor will make such further assurances to perfect the fee simple title to said land in said Mortgagee as may reasonably be required; and that said Mortgagor does hereby fully warrant the title to said land and will defend the same against the lawful claims of all persons whomsoever.

PROVIDED ALWAYS that if said Mortgagor shall pay unto the said Mortgagee the certain promissory note, of which the following in words and figures is a true copy, to wit:

FILED  
9 FEB -9 PM 3:37  
SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

See attached Exhibit "A".

and shall perform, comply with and abide by each and every the stipulations, agreements, conditions and covenants of said promissory note and of this deed, then this deed and the estate hereby created shall cease and be null and void.

AND the said Mortgagor hereby covenants and agrees:

1. To pay all and singular the principal and interest and other sums of money payable by virtue of said promissory note and this deed, or either, promptly on the days respectively the same severally come due.

2. To pay all and singular the taxes, assessments, levies, liabilities, obligations and encumbrances of every nature on said described property each and every, and if the same be not promptly paid the said Mortgagee may at any time pay the same without waiving or affecting the option to foreclose or any right hereunder, and every payment so made shall bear interest from the date thereof at the rate of 8.0 percent per annum.

3. To pay all and singular the costs, charges and expenses, including lawyer's fees, reasonably incurred or paid at any time by said Mortgagee because of failure on the part of the said Mortgagor to perform, comply with and abide by each and every stipulations, agreements, conditions and covenants of said promissory note and this deed, or either, and every such payment shall bear interest from date at the rate of 8.0 percent, per annum.

4. To keep the building now or hereafter on said land insured in a sum not less than full insurable value, in a company or companies to be approved by said Mortgagee, and the policy or policies held by and payable to said Mortgagee, and in the event any sum of money becomes payable under such policy or policies, the Mortgagee shall have the option to receive and apply the same on account of the indebtedness hereby secured or to permit the Mortgagor to receive and use it, or any part thereof, for other purposes, without thereby waiving or impairing any equity lien or right under or by virtue of this mortgage, and may place and pay for such insurance or any part thereof, without waiving or affecting the option to foreclose or any right hereunder, and each and every such payment shall bear interest from date at the rate of 8.0 percent per annum.

5. To permit, commit or suffer no waste, impairment or deterioration of said property or any part thereof.

6. To perform, comply with and abide by each and every the stipulations, agreements, conditions and covenants in said promissory note and in this deed set forth.

7. If any of said sums of money herein referred to be not promptly and fully paid within thirty (30) days next after the same severally become due and payable, or if each and every the stipulations, agreements, conditions and covenants of said promissory note and this deed or either, are not duly performed, complied with and abided by, the said aggregate sum mentioned in said promissory note shall become due and payable forthwith.

8. The Mortgagee may, at any time while a suit is pending to foreclose or to reform this mortgage or to enforce any claims arising hereunder, apply to the court having jurisdiction thereof for the appointment of a receiver, and such court shall forthwith appoint a receiver of the premises and all other property covered hereby, including all and singular the income, profits, rents, issues and revenues from whatever source derived, 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 such income, profits, rents, issues and revenues shall be applied by such receiver according to the lien of this mortgage and the practice of such court.

9. WHEREVER used herein the terms "mortgagor" and "mortgagee" include all the parties to this instrument and the heirs, legal representative and assigns off individuals, and the successors and assigns of corporations; and the term "note" includes all the notes herein described if more than one. Wherever used the singular number shall include the plural and the plural the singular, and the use of any gender shall include all genders.

IN WITNESS WHEREOF, The said Mortgagor hereunto sets his hand and seal the day and year first above written.

Signed, Sealed and Delivered in Presence of:

Benson Holding's (Apartment), L.C.  
By: Thomas Benson  
By: Sarah Benson  
CAROL D. HATTAWAY  
SECRETARY OF STATE  
TALLAHASSEE, FLORIDA  
FILED  
198 FEB -9 PM 3:37

State of Florida  
County of Orange

I, an officer authorized to take acknowledgments of deeds according to the laws of the State of Florida, duly qualified and acting, HEREBY CERTIFY that Thomas Benson and Sarah Benson of Benson Holding's (Apartment), L.C. and acknowledged before me that they executed the foregoing mortgage, and who produced a drivers license as identification and took an oath.

IN WITNESS WHEREOF, I hereunto set my hand and official seal at said County and State this 16th day of January, 1998.

Notary Public  
My Commission Expires:

This document prepared by and return to:  
Abstracters Title Company  
2265 Lee Road, Suite 125  
Winter Park, Florida 32789



CAROL D HATTAWAY  
My Commission CC539451  
Expires Apr. 19, 2000

FOR VALUE RECEIVED, the undersigned, (jointly and severally, if more than one) promises to pay to James K. Benson, as Trustee or order, in the manner hereinafter specified the principal sum of Two Hundred Twenty Nine Thousand and No/100 Dollars (\$229,000.00) with interest from date at the rate of Eight (8.0) 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 P.O.Box 533439, Orlando, Florida 32853 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:

Equal monthly installment payments of principal and interest in the amount of One Thousand and No/100 Dollars (\$1,000.00) due beginning February 1, 1998 and continuing on the 1st day of each month thereafter for 180 consecutive monthly payments. Any principal and accrued interest remaining on the 180th month shall be due on that date. It is estimated that the final payment will be Four Hundred Twelve Thousand Two Hundred Forty Six and 85/100 Dollars (\$412,246.85).

This loan is NOT assignable without the written consent of the Noteholder.

A late charge of 5% of the principal and interest will be charged if payment is not received by the 15th of each and every month.

Documentary stamps have been applied to the original mortgage and cancelled. Mortgagor has thirty (30) day grace period. Prepayments may be made at anytime in whole or part without penalty.

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

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 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.

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

Benson Holding's (Apartment), L.C.

Thomas Benson  
By: Thomas Benson

Sarah Benson  
By: Sarah Benson

2265 Lee Road, Suite 125  
Winter Park, Florida 32789

FILED  
FEB - 17 PM 3:17  
SECRETARY OF STATE  
TALLAHASSEE, FLORIDA