

Prepared by:  
Lynn Solomon  
City Attorney Office  
City of Fort Lauderdale  
100 North Andrews Avenue  
Fort Lauderdale, FL 33301

**INSTR # 115925138**

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Broward County Commission  
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Int Tax \$0.00  
#1

**THIS MORTGAGE IS OF EQUAL DIGNITY AND PARITY WITH THAT CERTAIN MORTGAGE DATED *Sept. 14*, 2018 BY SANDBOX101, LLC, 200 SOUTH MARKET STREET, LLC, EXPOSITION, LLC, and EXPOSITION 603, LLC IN FAVOR OF THE FORT LAUDERDALE COMMUNITY REDEVELOPMENT AGENCY WHICH SECURES THAT CERTAIN NOTE IN THE PRINCIPAL AMOUNT OF \$70,000.00. BOTH MORTGAGES SHALL BE DEEMED A SECOND MORTGAGE AND THE LIEN OF ONE MORTGAGE MAY NOT FORECLOSE THE LIEN OF THE OTHER MORTGAGE.**

**MORTGAGE**

THIS MORTGAGE, entered into this *14<sup>th</sup>* day of *Sept.*, 2018, between Sandbox101, LLC, a Florida Limited Liability Company, whose address is 10081 Pines Boulevard, #C, Pembroke Pines, FL 33024; 200 South Market Street, LLC, a Maryland Limited Liability Company, whose address is 7950 Timmons Road, Union Bridge, MD 21791; Exposition LLC, a Florida Limited Liability Company and Exposition 603, LLC, a Florida Limited Liability Company, whose address is 425 Bayshore Drive, #29, Fort Lauderdale, FL 33304, hereinafter collectively called the "Mortgagor", and the Fort Lauderdale Community Redevelopment Agency, a Community Redevelopment Agency created pursuant to Chapter 163, Part III, Florida Statutes, with an address of 100 North Andrews Avenue, Fort Lauderdale, Florida 33301, hereinafter called the "Mortgagee".

WITNESSETH: That to secure the payment of an indebtedness in the principal amount of One Hundred Thousand and /100 Dollars (\$100,000.00) with interest if any, thereon, which shall be payable in accordance with a certain Promissory Note (s), hereinafter called "Note", bearing even date herewith or dated thereafter and all other indebtedness which the Mortgagor is obligated to pay to the Mortgagee pursuant to the provisions of the Note(s) and this Mortgage, the Mortgagor hereby grants, convey, encumbers and mortgages to the Mortgagee the real property situated in Broward County, Florida, described as follows:

520-530 NE 13<sup>th</sup> Street, Fort Lauderdale, Florida 33304 (Parcel 1):

Parcel 1  
Lots 43 and 44, in Block 113 of PROGRESSO, according to the Plat thereof, recorded in Plat Book 2, Page 18, of the Public Records of Miami-Dade County, Florida, said property lying, being and situate in Broward County, Florida.

Parcel 2  
Lot 1, Less the North 15 feet thereof, and all of Lots 2,3,4,5,6 and 7, in Block 113 of PROGRESSO, according to the Plat thereof, recorded in Plat Book 2, Page 18, of the Public Records of Miami-Dade County, Florida, said property lying, being and situate in Broward County, Florida.  
Folio No. #4942-34-03-1780, 4942-34-03-1770, 4942-34-03-1960.

535 NE 13<sup>th</sup> Street, Fort Lauderdale, Florida 33304 (Parcel 2):

Lots 7 and 8, less the South 15 feet thereof, of H.C. BROCK'S SUBDIVISION, according to the plat thereof, recorded in Plat Book 3 at Page 24, of the Public Records of Broward County, Florida.

545 NE 13<sup>th</sup> Street, Fort Lauderdale, Florida 33304 (Parcel 3):

Lot 6, Less the South 15 Feet thereof, H.C. Brock's Subdivision, according to the Plat thereof, as recorded in Plat Book 3, at Page 24, of the Public Records of Broward County, Florida.

603 NE 13<sup>th</sup> Street, Fort Lauderdale, Florida 33304 (Parcel 4):

Lots Four (4) and Five (5) Less the South 15 feet thereof, of H.C. BROCK'S SUBDIVISION, according to the plat thereof, recorded in Plat Book 3 at Page 24, of the Public Records of Broward County, Florida.

Together with the buildings and improvements situated upon said properties; as security for the payment of the Note(s) and all future advances made by Mortgagee to Mortgagor in accordance with the Fort Lauderdale Community Redevelopment Agency Property and Non-Residential Façade Improvement Program Agreement dated September 18 2018 entered into by Mortgagor and Mortgagee (the "Agreement").

The said Mortgagor does covenant with the said Mortgagee that the said Mortgagor is indefeasibly seized of said land in fee simple and has the full power and lawful right to mortgage and encumber the same, that the said land is free from all encumbrances except as set forth below, and that the said Mortgagor except as above noted does fully warrant the title to said land and will warrant and defend the same against the lawful claims of all persons whomsoever.

And the said Mortgagor does further agree as follows:

1. To make promptly all payments required by the above described Note and this Mortgage as such payments become due.
2. To pay promptly when due all taxes, assessments, liens, and encumbrances on said property.
3. To keep the improvements now existing or hereafter erected on the mortgaged



property insured as required in the Agreement and 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 in a form acceptable to the Mortgagee. In event of loss, Mortgagor shall give immediate notice by mail to Mortgagee, and Mortgagee may make proof of loss if not made promptly by Mortgagor, 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.

4. To permit, commit, or suffer no waste or impairment of the mortgaged property.
5. To pay all expenses reasonably incurred by the Mortgagee because of failure of the Mortgagor to comply with the obligations in the Agreement, the Note(s) or this Mortgage, including reasonable attorneys' fees.
6. If the buildings are not kept insured as provided, or if the Mortgagor defaults in any of the other covenants, stipulations or agreements contained herein or in the Agreement, the Mortgagee, without waiting or affecting the option to foreclose, may pay any and all such payments or obligations, may insure the buildings, or may otherwise perform any of the covenants or agreements on behalf of the Mortgagor, and any and all such sums or expenses paid or incurred, with interest thereon from the date of payment at the rate of interest prescribed in the Note secured by this Mortgage, shall also be secured by this Mortgage.
7. This mortgage lien shall extend to and include all rents and profits of the mortgaged property. In the event of foreclosure the court is authorized to appoint a receiver of the mortgaged property and to apply such rents or profits to the indebtedness hereby secured, regardless of the solvency of the Mortgagor or the adequacy of the security.
8. If any provision of this Mortgage is breached, then the unpaid principal balance, together with accrued interest, shall immediately become due and payable at the option of the Mortgagee, and the Mortgagee may foreclose this Mortgage in accordance with procedures established by law, and have the property sold to satisfy or apply on the indebtedness hereby secured.
9. The agreements and promises of the Note(s) secured hereby and of this Mortgage and the Agreement are intended to be covenants running with the land or of any interest therein, to be binding on the respective promisors, their heirs, legal representatives and assigns, and to inure to the benefit of the respective promises, their heirs, legal

representatives and assigns.

10. The lien hereby created shall cease and become null and void upon complete performance of all the covenants, stipulations and agreements contained in this Mortgage, the Note(s) which it secures, and the Agreement.

11. The Mortgagee and Mortgagor have entered into the Agreement pursuant to which the indebtedness evidenced by the Note(s) is being incurred by the Mortgagor. The Mortgagor covenants and agrees that any breach of the terms of such Agreement, as same may be amended from time to time, by the Mortgagor shall constitute a breach and default under this Mortgage entitling the Mortgagee herein to declare the entire unpaid principal sum secured hereby, together with interest then accrued, immediately due and payable and to enforce collection thereof by foreclosure or otherwise.

12. Privilege is reserved to prepay this note and mortgage, in whole or in part, at any time without notice and without penalty.

13. Mortgagee shall give written notice to Mortgagor of any event of default under this Mortgage or the Note and Mortgagor shall have thirty days in which to cure said default. All notice shall be given in the manner provided in the Agreement.

IN WITNESS WHEREOF, this Mortgage has been duly signed and sealed by the Mortgagor on or as of the day and year first above written.

**SIGNATURE PAGE TO FOLLOW**



WITNESS:

Dana Deyton

Dana Deyton  
[Witness-print or type name]

MORTGAGORS:

**Sandbox101, LLC**, a Florida Limited Liability Company (as to Parcel 3)

By: Abby Laughlin  
Abby Laughlin, Manager

**200 South Market Street, LLC.**, a Maryland Limited Liability Company (as to Parcel 1)

By: Abby Laughlin  
Abby Laughlin, Manager

**Exposition, LLC.**, a Florida Limited Liability Company (as to Parcel 2)

By: Abby Laughlin  
Abby Laughlin, Manager

**Exposition 603, LLC.**, a Florida Limited Liability Company (as to Parcel 4)

By: Abby Laughlin  
Abby Laughlin, Manager

STATE OF Maryland:  
COUNTY OF Frederick:

The foregoing instrument was acknowledged before me this 14<sup>th</sup> day of September, 2018 by Abby Laughlin, as Manager of **Sandbox101, LLC**, a Florida limited liability company; **200 South Market Street, LLC** a Maryland Limited Liability Company; **Exposition LLC**, a Florida Limited Liability Company and **Exposition 603, LLC**, a Florida Limited Liability Company, on behalf of the companies. She is personally known to me or has produced Driver's License as identification.

(SEAL)

Dana C. Joy  
Notary Public, State of Maryland  
(Signature of Notary taking Acknowledgment)



WITNESS:

Dana Dayton  
Dana Dayton  
[Witness-print or type name]

MORTGAGORS:

**Sandbox101, LLC**, a Florida Limited Liability Company (as to Parcel 3)

By: [Signature]  
Robert Laughlin, Manager

**200 South Market Street, LLC**, a Maryland Limited Liability Company (as to Parcel 1)

By: [Signature]  
Robert Laughlin, Manager

**Exposition, LLC.**, a Florida Limited Liability Company (as to Parcel 2)

By: [Signature]  
Robert Laughlin, Manager

**Exposition 603, LLC**, a Florida Limited Liability Company (as to Parcel 4)

By: [Signature]  
Robert Laughlin, Manager

STATE OF Maryland :  
COUNTY OF Frederick :

The foregoing instrument was acknowledged before me this 14<sup>th</sup> day of September, 2018 by Robert Laughlin, as Manager of **Sandbox101, LLC**, a Florida limited liability company; **200 South Market Street, LLC**, a Maryland Limited Liability Company; **Exposition LLC**, a Florida Limited Liability Company and **Exposition 603, LLC**, a Florida Limited Liability Company, on behalf of the companies. She is personally known to me or has produced Driver's License as identification.

(SEAL)

Dana C. Gory  
Notary Public, State of Maryland  
(Signature of Notary taking Acknowledgment)

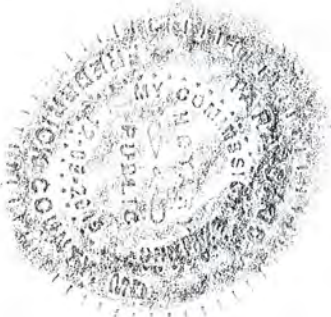


EXHIBIT "A"  
LEGAL DESCRIPTION

520-530 NE 13<sup>th</sup> Street, Fort Lauderdale, Florida 33304:

Parcel 1

Lots 43 and 44, in Block 113 of PROGRESSO, according to the Plat thereof, recorded in Plat Book 2, Page 18, of the Public Records of Miami-Dade County, Florida, said property lying, being and situate in Broward County, Florida.

Parcel 2

Lot 1, Less the North 15 feet thereof, and all of Lots 2,3,4,5,6 and 7, in Block 113 of PROGRESSO, according to the Plat thereof, recorded in Plat Book 2, Page 18, of the Public Records of Miami-Dade County, Florida, said property lying, being and situate in Broward County, Florida.

Folio No. #4942-34-03-1780, 4942-34-03-1770, 4942-34-03-1960.

535 NE 13<sup>th</sup> Street, Fort Lauderdale, Florida 33304:

Lots 7 and 8, less the South 15 feet thereof, of H.C. BROCK'S SUBDIVISION, according to the plat thereof, recorded in Plat Book 3 at Page 24, of the Public Records of Broward County, Florida.

545 NE 13<sup>th</sup> Street, Fort Lauderdale, Florida 33304:

Lot 6, Less the South 15 Feet thereof, H.C. Brock's Subdivision, according to the Plat thereof, as recorded in Plat Book 3, at Page 24, of the Public Records of Broward County, Florida.

603 NE 13<sup>th</sup> Street, Fort Lauderdale, Florida 33304

Lots Four (4) and Five (5) Less the South 15 feet thereof, of H.C. BROCK'S SUBDIVISION, according to the plat thereof, recorded in Plat Book 3 at Page 24, of the Public Records of Broward County, Florida.





\$70,000.00

Fort Lauderdale, Florida  
Sept 14, 2018

### PROMISSORY NOTE

FOR VALUE RECEIVED, the undersigned SANDBOX101, LLC, a Florida limited liability company (the "Maker") promises to pay to the order of the FORT LAUDERDALE COMMUNITY REDEVELOPMENT AGENCY, a Community Redevelopment Agency created pursuant to Chapter 163, Part III, Florida Statutes (the "Agency") or its successors in interest, the principal amount of Seventy Thousand and No/100 Dollars (\$70,000.00) or so much as shall be advanced under this Note.

- I. TERM: The term of this loan is five (5) years from the Project Completion Date as contemplated in the Fort Lauderdale Community Redevelopment Agency Property and Business Investment Improvement Program Agreement between Maker and Agency dated Sept 20<sup>th</sup>, 2018 (the "Agreement") such Agreement being on file with the City Clerk of the City of Fort Lauderdale, Florida, 100 North Andrews Avenue, Fort Lauderdale, Florida.
- II. INTEREST RATE: The interest rate on the principal amount of the loan shall be zero percent (0%) per annum, except in any event of default under this Note, the Mortgage (as hereinafter defined) or the Agreement in which case the maximum legal interest rate shall be applied to the principal amount due and owing commencing thirty (30) days after the date of an event of default.
- III. PAYMENT: Payment on the principal amount of the loan shall not be required so long as the property is not sold or transferred for a five (5) year period following the Project Completion Date and the Property continues to be used for the Project as contemplated by the Agreement for a five (5) year period following the Project Completion Date and the Developer is not in default of any provision of the Agreement. After 5 years from the Project Completion Date, the principal balance due shall be reduced to zero provided Maker has complied with all the terms of the Agreement and is not in default. Payment of the entire principal amount, plus the maximum interest rate allowable by applicable law is due immediately: (1) upon the sale, transfer or refinance of the property legally described in the Mortgage within five (5) years from the Project Completion Date; or (2) should there be any uncured event of default as described in this Note, the Mortgage, or the Agreement within five (5) years from the Completion Date.

Payment of the principal amount and all interest on this Note shall be made in lawful money of the United States paid at:

Fort Lauderdale Community Redevelopment Agency  
100 North Andrews Avenue  
Fort Lauderdale, FL 33301

or such other place as shall be designated by the holder of this Note in writing.

- IV. SECURITY: This Note is secured by a Mortgage on real estate by Maker in favor of Agency dated Sept 14<sup>th</sup>, 2018 duly filed in the public records of Broward County, Florida (the "Mortgage"). The Agency agrees to look solely to the real estate described in the Mortgage as security for this Note in part or in full, at any time to satisfy the debt established by this Note.
- V. WAIVER: The Maker of this Note further agrees to waive demand, notice of non-payment and protest, and to the extent authorized by law, any and all exemption rights which otherwise would apply to the debt evidenced by this Note. In the event suit shall be brought for the collection hereof, or the same has to be collected upon demand of an attorney, the Maker agrees to pay all costs of such collection, including reasonable attorney's fees and court costs at the trial and appellate levels. Failure of the Agency to exercise any of its rights hereunder shall not constitute a waiver of the right of Agency to exercise the same.
- VI. GOVERNING LAW: This note is to be construed and enforced according to the laws of the State of Florida.

Maker:

Sandbox101, LLC, a Florida  
Limited Liability Company

By: 

Abby Laughlin, Manager

By: 

Robert Laughlin, Manager



2  
Prepared by:  
Lynn Solomon  
City Attorney Office  
City of Fort Lauderdale  
100 North Andrews Avenue  
Fort Lauderdale, FL 33301

INSTR # 115925139  
Recorded 07/12/19 at 10:25 AM  
Broward County Commission  
14 Page(s)  
Mtg Doc Stamps: \$245.00  
Int Tax \$0.00  
#2

**THIS MORTGAGE IS OF EQUAL DIGNITY AND PARITY WITH THAT CERTAIN MORTGAGE DATED Sept. 14, 2018 BY SANDBOX101, LLC, 200 SOUTH MARKET STREET, LLC, EXPOSITION, LLC, and EXPOSITION 603, LLC IN FAVOR OF THE FORT LAUDERDALE COMMUNITY REDEVELOPMENT AGENCY WHICH SECURES THAT CERTAIN NOTE IN THE PRINCIPAL AMOUNT OF \$100,000.00. BOTH MORTGAGES SHALL BE DEEMED A SECOND MORTGAGE AND THE LIEN OF ONE MORTGAGE MAY NOT FORECLOSE THE LIEN OF THE OTHER MORTGAGE.**

**MORTGAGE**

THIS MORTGAGE, entered into this 14<sup>th</sup> day of Sept., 2018, between Sandbox101, LLC, a Florida Limited Liability Company, whose address is 10081 Pines Boulevard, #C, Pembroke Pines, FL 33024; 200 South Market Street, LLC, a Maryland Limited Liability Company, whose address is 7950 Timmons Road, Union Bridge, MD 21791; Exposition LLC, a Florida Limited Liability Company and Exposition 603, LLC, a Florida Limited Liability Company, whose address is 425 Bayshore Drive, #29, Fort Lauderdale, FL 33304, hereinafter called the "Mortgagor", and the Fort Lauderdale Community Redevelopment Agency, a Community Redevelopment Agency created pursuant to Chapter 163, Part III, Florida Statutes, with an address of 100 North Andrews Avenue, Fort Lauderdale, Florida 33301, hereinafter called the "Mortgagee".

WITNESSETH: That to secure the payment of an indebtedness in the principal amount of Seventy Thousand and No/100 Dollars (\$70,000.00) with interest if any, thereon, which shall be payable in accordance with a certain Promissory Note (s), hereinafter called "Note", bearing even date herewith or dated thereafter and all other indebtedness which the Mortgagor is obligated to pay to the Mortgagee pursuant to the provisions of the Note(s) and this Mortgage, the Mortgagor hereby grants, convey, encumbers and mortgages to the Mortgagee the real property situated in Broward County, Florida, described as follows:

520-530 NE 13<sup>th</sup> Street, Fort Lauderdale, Florida 33304 (Parcel 1):

Parcel 1  
Lots 43 and 44, in Block 113 of PROGRESSO, according to the Plat thereof, recorded in Plat Book 2, Page 18, of the Public Records of Miami-Dade County, Florida, said property lying, being and situate in Broward County, Florida.

Parcel 2  
Lot 1, Less the North 15 feet thereof, and all of Lots 2,3,4,5,6 and 7, in Block 113 of PROGRESSO, according to the Plat thereof, recorded in Plat Book 2, Page 18, of the Public Records of Miami-Dade County, Florida, said property lying, being and situate in Broward County, Florida.  
Folio No. #4942-34-03-1780, 4942-34-03-1770, 4942-34-03-1960.

535 NE 13<sup>th</sup> Street, Fort Lauderdale, Florida 33304 (Parcel 2):

Lots 7 and 8, less the South 15 feet thereof, of H.C. BROCK'S SUBDIVISION, according to the plat thereof, recorded in Plat Book 3 at Page 24, of the Public Records of Broward County, Florida.

545 NE 13<sup>th</sup> Street, Fort Lauderdale, Florida 33304 (Parcel 3):

Lot 6, Less the South 15 Feet thereof, H.C. Brock's Subdivision, according to the Plat thereof, as recorded in Plat Book 3, at Page 24, of the Public Records of Broward County, Florida.

603 NE 13<sup>th</sup> Street, Fort Lauderdale, Florida 33304 (Parcel 4):

Lots Four (4) and Five (5) Less the South 15 feet thereof, of H.C. BROCK'S SUBDIVISION, according to the plat thereof, recorded in Plat Book 3 at Page 24, of the Public Records of Broward County, Florida.

Together with the buildings and improvements situated upon said properties; as security for the payment of the Note(s) and all future advances made by Mortgagee to Mortgagor in accordance with the Fort Lauderdale Community Redevelopment Agency Property and Business Investment Improvement Program Agreement dated September 20, 2018, entered into by Mortgagor and Mortgagee (the "Agreement").

The said Mortgagor does covenant with the said Mortgagee that the said Mortgagor is indefeasibly seized of said land in fee simple and has the full power and lawful right to mortgage and encumber the same, that the said land is free from all encumbrances except as set forth below, and that the said Mortgagor except as above noted does fully warrant the title to said land and will warrant and defend the same against the lawful claims of all persons whomsoever.

And the said Mortgagor does further agree as follows:

1. To make promptly all payments required by the above described Note and this Mortgage as such payments become due.



2. To pay promptly when due all taxes, assessments, liens, and encumbrances on said property.

3. To keep the improvements now existing or hereafter erected on the mortgaged property insured as required in the Agreement and 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 in a form acceptable to the Mortgagee. In event of loss, Mortgagor shall give immediate notice by mail to Mortgagee, and Mortgagee may make proof of loss if not made promptly by Mortgagor, 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.

4. To permit, commit, or suffer no waste or impairment of the mortgaged property.

5. To pay all expenses reasonably incurred by the Mortgagee because of failure of the Mortgagor to comply with the obligations in the Agreement, the Note(s) or this Mortgage, including reasonable attorneys' fees.

6. If the buildings are not kept insured as provided, or if the Mortgagor defaults in any of the other covenants, stipulations or agreements contained herein or in the Agreement, the Mortgagee, without waiting or affecting the option to foreclose, may pay any and all such payments or obligations, may insure the buildings, or may otherwise perform any of the covenants or agreements on behalf of the Mortgagor, and any and all such sums or expenses paid or incurred, with interest thereon from the date of payment at the rate of interest prescribed in the Note secured by this Mortgage, shall also be secured by this Mortgage.

7. This mortgage lien shall extend to and include all rents and profits of the mortgaged property. In the event of foreclosure the court is authorized to appoint a receiver of the mortgaged property and to apply such rents or profits to the indebtedness hereby secured, regardless of the solvency of the Mortgagor or the adequacy of the security.

8. If any provision of this Mortgage is breached, then the unpaid principal balance, together with accrued interest, shall immediately become due and payable at the option of the Mortgagee, and the Mortgagee may foreclose this Mortgage in accordance with procedures established by law, and have the property sold to satisfy or apply on the indebtedness hereby secured.

9. The agreements and promises of the Note(s) secured hereby and of this Mortgage and the Agreement are intended to be covenants running with the land or of any interest therein, to be binding on the respective promisors, their heirs, legal representatives and assigns, and to inure to the benefit of the respective promises, their heirs, legal representatives and assigns.

10. The lien hereby created shall cease and become null and void upon complete performance of all the covenants, stipulations and agreements contained in this Mortgage, the Note(s) which it secures, and the Agreement.

11. The Mortgagee and Mortgagor have entered into the Agreement pursuant to which the indebtedness evidenced by the Note(s) is being incurred by the Mortgagor. The Mortgagor covenants and agrees that any breach of the terms of such Agreement, as same may be amended from time to time, by the Mortgagor shall constitute a breach and default under this Mortgage entitling the Mortgagee herein to declare the entire unpaid principal sum secured hereby, together with interest then accrued, immediately due and payable and to enforce collection thereof by foreclosure or otherwise.

12. Privilege is reserved to prepay this note and mortgage, in whole or in part, at any time without notice and without penalty.

13. Mortgagee shall give written notice to Mortgagor of any event of default under this Mortgage or the Note and Mortgagor shall have thirty days in which to cure said default. All notice shall be given in the manner provided in the Agreement.

IN WITNESS WHEREOF, this Mortgage has been duly signed and sealed by the Mortgagor on or as of the day and year first above written.

**SIGNATURE PAGE TO FOLLOW**



WITNESS:

Dana Dexter  
Dana Dexter  
[Witness-print or type name]

MORTGAGORS:

**Sandbox101, LLC**, a Florida Limited Liability Company (as to Parcel 3)

By: Abby Laughlin  
Abby Laughlin, Manager

**200 South Market Street, LLC**, a Maryland Limited Liability Company (as to Parcel 1)

By: Abby Laughlin  
Abby Laughlin, Manager

**Exposition, LLC**, a Florida Limited Liability Company (as to Parcel 2)

By: Abby Laughlin  
Abby Laughlin, Manager

**Exposition 603, LLC**, a Florida Limited Liability Company (as to Parcel 4)

By: Abby Laughlin  
Abby Laughlin, Manager

STATE OF Maryland:  
COUNTY OF Fredrick:

The foregoing instrument was acknowledged before me this 14<sup>th</sup> day of Sept, 2018 by Abby Laughlin, as Manager of **Sandbox101, LLC**, a Florida limited liability company; **200 South Market Street, LLC** a Maryland Limited Liability Company; **Exposition LLC**, a Florida Limited Liability Company and **Exposition 603, LLC**, a Florida Limited Liability Company, on behalf of the companies. She is personally known to me or has produced Dana Dexter as identification.

(SEAL)

Dana C. Joy  
Notary Public, State of Maryland  
(Signature of Notary taking Acknowledgment)



WITNESS:

Dana Dayton  
Dana Dayton  
[Witness-print or type name]

MORTGAGORS:

**Sandbox101, LLC**, a Florida Limited Liability Company (as to Parcel 3)

By: Robert Laughlin  
Robert Laughlin, Manager

**200 South Market Street, LLC**, a Maryland Limited Liability Company (as to Parcel 1)

By: Robert Laughlin  
Robert Laughlin, Manager

**Exposition, LLC.**, a Florida Limited Liability Company (as to Parcel 2)

By: Robert Laughlin  
Robert Laughlin, Manager

**Exposition 603, LLC**, a Florida Limited Liability Company (as to Parcel 4)

By: Robert Laughlin  
Robert Laughlin, Manager

STATE OF Maryland :  
COUNTY OF Frederick :

The foregoing instrument was acknowledged before me this 14<sup>th</sup> day of September, 2018 by Robert Laughlin, as Manager of **Sandbox101, LLC**, a Florida limited liability company; **200 South Market Street, LLC**, a Maryland Limited Liability Company; **Exposition LLC**, a Florida Limited Liability Company and **Exposition 603, LLC**, a Florida Limited Liability Company, on behalf of the companies. She is personally known to me or has produced Drivers license as identification.

(SEAL)

Jane C. Joy  
Notary Public, State of Maryland  
(Signature of Notary taking Acknowledgment)

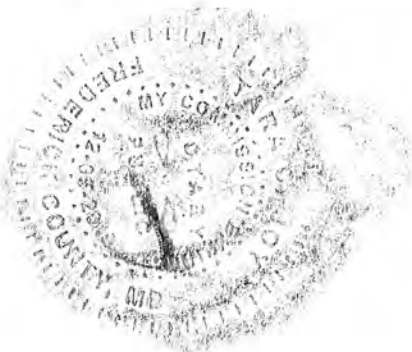




EXHIBIT "A"  
LEGAL DESCRIPTION

520-530 NE 13<sup>th</sup> Street, Fort Lauderdale, Florida 33304:

Parcel 1

Lots 43 and 44, in Block 113 of PROGRESSO, according to the Plat thereof, recorded in Plat Book 2, Page 18, of the Public Records of Miami-Dade County, Florida, said property lying, being and situate in Broward County, Florida.

Parcel 2

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Folio No. #4942-34-03-1780, 4942-34-03-1770, 4942-34-03-1960.

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Lot 6, Less the South 15 Feet thereof, H.C. Brock's Subdivision, according to the Plat thereof, as recorded in Plat Book 3, at Page 24, of the Public Records of Broward County, Florida.

603 NE 13<sup>th</sup> Street, Fort Lauderdale, Florida 33304

Lots Four (4) and Five (5) Less the South 15 feet thereof, of H.C. BROCK'S SUBDIVISION, according to the plat thereof, recorded in Plat Book 3 at Page 24, of the Public Records of Broward County, Florida.

EXHIBIT "G"  
NOTE

Page 1. The first page of the report, dated 10/1/50, contains a list of the names of the persons who were interviewed for the purpose of this study. The names are listed in alphabetical order.

Page 2. The second page of the report, dated 10/1/50, contains a list of the names of the persons who were interviewed for the purpose of this study. The names are listed in alphabetical order.

Page 3. The third page of the report, dated 10/1/50, contains a list of the names of the persons who were interviewed for the purpose of this study. The names are listed in alphabetical order.

Page 4. The fourth page of the report, dated 10/1/50, contains a list of the names of the persons who were interviewed for the purpose of this study. The names are listed in alphabetical order.

Page 5. The fifth page of the report, dated 10/1/50, contains a list of the names of the persons who were interviewed for the purpose of this study. The names are listed in alphabetical order.

\$100,000.00

Fort Lauderdale, Florida

Sept 14, 2018

### PROMISSORY NOTE

FOR VALUE RECEIVED, the undersigned Sandbox101, LLC, a Florida limited liability company (the "Maker") promises to pay to the order of the FORT LAUDERDALE COMMUNITY REDEVELOPMENT AGENCY, a Community Redevelopment Agency created pursuant to Chapter 163, Part III, Florida Statutes (the "Agency") or its successors in interest, the principal amount of One Hundred Thousand and 00/100 Dollars (\$100,000.00) or so much as shall be advanced under this Note.

- I. TERM: The term of this loan is five (5) years from the Project Completion Date as contemplated in the Fort Lauderdale Community Redevelopment Agency Non-Residential Facade Improvement Program Agreement between Maker and Agency dated Sept 18<sup>th</sup>, 2018 (the "Agreement") such Agreement being on file with the City Clerk of the City of Fort Lauderdale, Florida, 100 North Andrews Avenue, Fort Lauderdale, Florida.
- II. INTEREST RATE: The interest rate on the principal amount of the loan shall be zero percent (0%) per annum, except in any event of default under this Note, the Mortgage (as hereinafter defined) or the Agreement in which case the maximum legal interest rate shall be applied to the principal amount due and owing commencing thirty (30) days after the date of an event of default.
- III. PAYMENT: Payment on the principal amount of the loan shall not be required so long as the property is not sold or transferred for a five (5) year period following the Project Completion Date and the Property continues to be used for the Project as contemplated by the Agreement for a five (5) year period following the Project Completion Date and the Developer is not in default of any provision of the Agreement. After 5 years from the Project Completion Date, the principal balance due shall be reduced to zero provided Maker has complied with all the terms of the Agreement and is not in default. Payment of the entire principal amount, plus the maximum interest rate allowable by applicable law is due immediately: (1) upon the sale, transfer or refinance of the property legally described in the Mortgage within five (5) years from the Project Completion Date; or (2) should there be any uncured event of default as described in this Note, the Mortgage, or the Agreement within five (5) years from the Completion Date.

Payment of the principal amount and all interest on this Note shall be made in lawful money of the United States paid at:

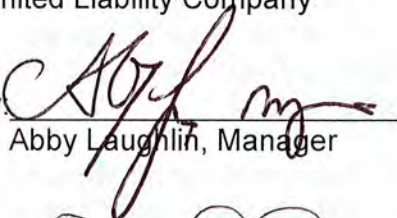
Fort Lauderdale Community Redevelopment Agency  
100 North Andrews Avenue  
Fort Lauderdale, FL 33301


or such other place as shall be designated by the holder of this Note in writing.



- IV. SECURITY: This Note is secured by a Mortgage on real estate by Maker in favor of Agency dated September 14th, 2018 duly filed in the public records of Broward County, Florida (the "Mortgage"). The Agency agrees to look solely to the real estate described in the Mortgage as security for this Note in part or in full, at any time to satisfy the debt established by this Note.
- V. WAIVER: The Maker of this Note further agrees to waive demand, notice of non-payment and protest, and to the extent authorized by law, any and all exemption rights which otherwise would apply to the debt evidenced by this Note. In the event suit shall be brought for the collection hereof, or the same has to be collected upon demand of an attorney, the Maker agrees to pay all costs of such collection, including reasonable attorney's fees and court costs at the trial and appellate levels. Failure of the Agency to exercise any of its rights hereunder shall not constitute a waiver of the right of Agency to exercise the same.
- VI. GOVERNING LAW: This note is to be construed and enforced according to the laws of the State of Florida.

Maker:  
Sandbox101, LLC., a Florida  
Limited Liability Company

By:   
Abby Laughlin, Manager

By:   
Robert Laughlin, Manager