

Prepared by and return to:  
Funick, LLC  
12307 SW 143rd Ln  
Miami, FL 33186

### **MORTGAGE**

This MORTGAGE made as of the 7th day of October, 2023, between Fubar Assets, LLC, as Trustee of the 4319 Balington Drive Land Trust, hereafter referred to as Mortgagor, and Funick, LLC, hereafter referred to as Mortgagee.

That for valuable consideration and for the purpose of securing payment by Mortgagor of the obligations evidenced by or described in that certain Promissory Note and Credit Agreement of even date herewith, in the original principal amount of \$21,250.00, and any extensions(s) or renewal(s) thereof, Mortgagor does hereby grant, bargain, sell, remise, mortgage, release, convey and confirm unto Mortgagee, in fee simple, the land located at 4319 Balington Drive, Valrico, Florida 33594 and legally described as:

**Lot 10, Block 5, Buckhorn Preserve-Phase I, according to the Plat thereof, as recorded in Plat Book 91, Page(s) 44, of the Public Records of Hillsborough County, Florida.**

This Property is not the homestead of the Mortgagor.

TO HAVE AND TO HOLD the Property, provided that if Mortgagor shall well, truly and completely pay the indebtedness described above and perform the other agreements and obligations of said Note and this Mortgage, then this Mortgage shall be and become null and void, and the estate created hereby shall cease.

#### **MORTGAGOR DOES HEREBY COVENANT AND AGREE THAT:**

Mortgagor has title to the Property in fee simple and full right and authority to make this Mortgage.

Mortgagor shall pay the indebtedness in accordance with the terms of the Note entered contemporaneously with this Mortgage and shall perform, comply with and abide by each and every one of the stipulations, agreements, conditions and covenants contained and set forth in the Note and any extensions or renewals thereof.

Mortgagor shall ensure all property taxes on the Property are paid.

Mortgagor shall maintain the Property remains in habitable condition, protecting it from waste or damage.

The Property is not the homestead of Mortgagor and shall not be used as a homestead.

Upon a default of this Mortgage or the Note entered contemporaneously herewith, Mortgagee may proceed to foreclose this Mortgage as permitted by the laws of the State of Florida or seek other remedies as permitted by law. In this event, no pre-suit notice need be given to Mortgagor. In any such action, the prevailing party shall be entitled to recoup reasonable attorney's fees and costs.

This Mortgage shall have a maturity date of October 7, 2024.

Nothing herein contained or any transaction related hereto shall be construed or shall so operate, either presently or prospectively, (i) to require Mortgagor to pay interest at a rate greater than in lawful in such case to contract for, but shall require a payment of interest only to the extent of such lawful rate, or (ii) to require Mortgagor to make any payment or do any act contrary to law. Should any such interest in excess of the lawful rate be paid at this time or at any time in the future, then, in such event, the terms and provisions of this Mortgage, or refunded to Mortgagor if the same shall exceed the then balance of Principal due Mortgagee.

IN WITNESS WHEREOF, this Mortgage has been executed as of the date first set forth above.

Witnesses:

Renee Marie Zeoli  
Signature

Print Name: Renee Zeoli

Print Address: 1000 Tarpon Woods Blvd  
Palm Harbor, FL 34685

Mark P. Stopa  
Signature

Print Name: Mark P Stopa

Print Address: 1100 Pine Ridge Circle  
Tarpon Springs, FL 34688

Mortgagor  
Fubar Assets, LLC, as Trustee of the  
4319 Balington Drive Land Trust

Mark P Stopa  
Signature

Print Name: MARK P STOPA

STATE OF FLORIDA  
COUNTY OF PINELLAS

Before me, the undersigned authority, on this 7th day of October, 2023, personally appeared Mark P. Stopa, who is personally known to me and who executed this Mortgage in my presence.

Renee Marie Zeoli  
Notary Public

