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This document was prepared by
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THIS MORTGAGE SECURES THE MORTGAGOR'S CONTRACTUAL OBLIGATION TO REFUND AN EARNEST MONEY DEPOSIT PAID BY THE MORTGAGEE TO THE MORTGAGOR PURSUANT TO A CONTRACT FOR THE SALE AND PURCHASE OF THE MORTGAGOR'S REAL PROPERTY WHICH IS ENCUMBERED BY THIS MORTGAGE, AND DOES NOT SECURE A PROMISSORY NOTE OR OTHER WRITTEN OBLIGATION TO REPAY BORROWED FUNDS WITHIN THE MEANING OF SECTION 201.08(1)(A), FLORIDA STATUTES. FURTHER, THE MORTGAGOR'S OBLIGATION TO REFUND THE MORTGAGEE'S EARNEST MONEY DEPOSIT IS NOT FIXED AND ABSOLUTE AS OF THE EXECUTION OF THIS MORTGAGE. ACCORDINGLY, THIS MORTGAGE IS EXEMPT FROM DOCUMENTARY STAMP TAXES UNDER RULE 12B-4.054(4) OF THE FLORIDA ADMINISTRATIVE CODE. ADDITIONALLY, BECAUSE THIS MORTGAGE SECURES A CONTINGENT OBLIGATION, IT IS EXEMPT FROM INTANGIBLES TAX PURSUANT TO THE COURT DECISION IN WEST FLAGLER ASSOCIATES V. DEPARTMENT OF REVENUE, 633 SO.2D 555 (FLA. 3D DCA 1994).

MORTGAGE AND SECURITY AGREEMENT

THIS MORTGAGE AND SECURITY AGREEMENT (the "**Mortgage**") is made and executed this 21st day of December, 2023, by **KL SEMINOLE TRACE LLC**, a Florida limited liability company, whose address is 14025 Riveredge Drive, Suite 175, Tampa, FL 33637 ("**Mortgagor**") to and in favor of **CENTURY COMMUNITIES OF FLORIDA, LLC**, a Colorado limited liability company, whose address is 4601 Touchton Road, Building 300, Ste 300, Jacksonville, FL 32246 ("**Mortgagee**");

WITNESSETH:

Mortgagor and Mortgagee have entered into that certain Contract for Purchase and Sale and Escrow Instructions, having an Effective Date of September 28, 2023, as may be amended from time to time (collectively, the "**Agreement**"), whereby Mortgagor has agreed to sell and Mortgagee has agreed to purchase lots to be developed within real property in the Flagler County, Florida, described on **Exhibit "A"** attached to this Mortgage (the "**Property**"). Mortgagee has agreed to release to Mortgagor the Deposit (as defined in the Agreement) equal to ONE MILLION SIX HUNDRED SIXTY-THREE THOUSAND NINE HUNDRED FIFTY AND NO/100 DOLLARS ($1,663,950.00) on certain conditions, including that Mortgagor execute, deliver and record this Mortgage, which shall secure Mortgagee's right to repayment of the Deposit on the terms and conditions set forth in the Agreement.

Mortgagor, in consideration of the indebtedness herein recited, hereby grants, conveys and mortgages to Mortgagee the Property;

TOGETHER with all improvements now or hereafter erected thereon;

TOGETHER with all tenements, hereditaments, easements, rights of way, franchises, licenses, permits and appurtenances in any way belonging or related thereto, and any reversions or remainders; and also, all present and future leases of said Property or any part thereof, and all extensions, renewals and modifications thereof, or substitutions therefor and guarantees thereof, and all rents, issues and profits therefrom;

TOGETHER with all right, title and interest of Mortgagor, if any, in and to the land lying in the bed of any street, road or avenue, opened or proposed, in front of or adjoining the Property to the center line thereof;

TO HAVE AND TO HOLD the Property with the appurtenances, and any after-acquired title Mortgagor may subsequently obtain therein, unto Mortgagee, and its successors and assigns, forever;

PROVIDED, ALWAYS, however, that if the obligation of Mortgagor to pay Mortgagee the Deposit when due does not arise or is satisfied pursuant to the Agreement, then these presents and the estate hereby granted shall cease, and be void, and provided, further, that until the happening of any occurrence or event which gives Mortgagee the option to cause the Deposit to become due and payable under the Agreement, Mortgagor shall have the right to possess and enjoy the Property.

This Mortgage is given to secure and enforce the performance of the covenants and agreements of Mortgagor in this Mortgage and the obligations of Mortgagor to refund the Deposit to Mortgagee, if at all, as provided under the Agreement. Unless the Deposit is required to be refunded pursuant to the terms of the Agreement prior to a Closing, Mortgagee shall execute, deliver and record a partial release of this Mortgage at each Closing as to the portion of the Property then being conveyed to Mortgagee, and a full satisfaction and release at the final Closing. In addition, upon the termination of the Agreement and, to the extent that Mortgagee is entitled to a return of the remaining portion of the Deposit, the return of the remaining portion of the Deposit to Mortgagee, Mortgagee shall, within five (5) business days of Mortgagor's written request, execute and deliver such documents and instruments that may be required to effectuate a final and full release of the Property from the lien or charge of this Mortgage.

Mortgagor covenants and agrees as follows:

1. <u>Warranty of Title</u>. At the time of the execution and delivery of this Mortgage, Mortgagor possesses a good and marketable fee simple title to the Property and has good right, full power and lawful authority to convey and mortgage the same. Mortgagor shall maintain title to the Property, including any additions or replacements thereto free and clear of all security interests, liens and encumbrances, other than the Permitted Exceptions (as defined in the Agreement), and as otherwise provided by this Mortgage.

2. Taxes. Mortgagor will pay prior to delinquency all taxes and assessments now or hereafter payable related to the Property, and if Mortgagor fails to do so, Mortgagee may, without notice or demand to Mortgagor, pay the same or any of them. Moneys so paid shall be added to the amount of indebtedness hereby secured and shall be payable on demand.

3. Default. The remaining, unapplied portion of the Deposit shall become due at the option of Mortgagee after (a) any Closing under the Agreement shall fail to occur by reason of the default of Mortgagor under the Agreement beyond the expiration of any applicable cure period set forth therein; or (b) the termination of the Agreement for any reason which entitles Mortgagee to a refund of the remaining, unapplied portion of the Deposit as provided in the Agreement and failure by Mortgagor to pay such refund within five (5) business days of such termination.

4. Mortgagee Actions. After any default in the performance of any of Mortgagor's agreements set forth in this Mortgage, and after the expiration of any applicable cure periods pursuant to the Agreement, Mortgagee may, at its option, perform the same and the cost thereof shall immediately be due from Mortgagor to Mortgagee on demand and shall be included within the indebtedness hereby secured.

5. Notice. Every provision for notice and demand or request shall be deemed fulfilled and effective when in writing and given in accordance with the notice provisions of the Agreement.

6. Fees and Costs. If after default hereunder by Mortgagor, and after the expiration of any applicable cure period pursuant to the Agreement, Mortgagee shall incur or expend any sums, including reasonable attorneys' fees, whether in connection with any action or proceeding or not, to sustain the lien of this Mortgage or its priority, or to protect or enforce any of its rights hereunder, or to recover any indebtedness hereby secured, all such sums shall on notice and demand be paid by Mortgagor, and shall be deemed to be included within the indebtedness hereby secured.

7. Condition of Property. Mortgagor will maintain the Property as provided in the Agreement.

8. Waivers; Mortgagee's Discretion in Enforcement. Any failure by Mortgagee to insist upon the strict performance by Mortgagor of any of the provisions hereof shall not be deemed to be a waiver of any of the provisions hereof, and Mortgagee, notwithstanding any such failure, shall have the right thereafter to insist upon the strict performance by Mortgagor of any and all of the provisions of this Mortgage. Mortgagee may proceed to seek foreclosure or any other relief available at law or in equity in any order which Mortgagee may determine, in its sole discretion. Mortgagor hereby waives all benefit that might accrue to Mortgagor by virtue of any present or future homestead exemption or other law exempting the Property, or any part of the proceeds arising from any sale thereof, from attachment, levy or sale on execution, or providing for any appraisement, valuation, stay of execution, exemption from civil process, redemption or extension of time for payment, all notices of Mortgagor's default; any right to have the Property marshalled; and any right to trial by jury in any action brought on, under or by virtue of this Mortgage.

9. Foreclosure; Remedies. Upon Mortgagor's failure to return to Mortgagee the Deposit, or any portion thereof, to which Mortgagee is entitled under the Agreement within the time period that such return is required by the Agreement, or any other default by Mortgagee under this Mortgage, Mortgagee shall have all remedies allowed at law and in equity, including, without limitation the remedy of foreclosing this Mortgage. The rights and remedies of Mortgagee under this Mortgage or applicable law shall be cumulative and concurrent and may be pursued separately, successively or together against Mortgagor, the Property, any other collateral for the indebtedness secured hereby, or any one or more of the foregoing, all at the sole discretion of Mortgagee, and may be exercised as often as occasion therefor shall arise, all to the maximum extent permitted by law. Mortgagee's pursuit of any remedy shall not preclude pursuit of any other remedy until Mortgagee shall have recovered all sums due Mortgagee, together with the appropriate interest thereon and all reasonable costs of collection, including reasonable attorney's fees and reasonable appellate attorney's fees, with interest thereon.

10. Rights Cumulative; Survival. The rights and powers of Mortgagee shall be separate and cumulative and none of them shall be in exclusion of the others. All covenants, representations and warranties of Mortgagor hereunder survive recording of this Mortgage and continue thereafter.

11. Definitions. Wherever used in this Mortgage, unless the context clearly indicates a contrary intent the words "Mortgage" shall mean this Mortgage and any supplement or supplements hereto, the word "Mortgagor" shall mean Mortgagor and/or any subsequent owner or owners of the Property, the word "Mortgagee" shall mean "Mortgagee" or any of its successors or assigns, the word "person" shall mean "an individual, corporation, partnership, trust or unincorporated association," the word "Property" shall include the real estate hereinbefore described, together with any condemnation awards and any other rights or property interests at any time made subject to the lien of this Mortgage by the terms hereof, and pronouns of any gender shall include the other genders, and either the singular or plural shall include the other. All other capitalized terms not defined herein shall have the meanings set forth in the Agreement.

12. Successors; Entire Agreement; Governing Law. This Mortgage, and all other documents issued in conjunction therewith, shall be binding upon the parties thereto and their respective heirs, executors, administrators, personal representatives, successors and assigns. This Mortgage may not be changed orally, but only by an agreement in writing and signed by the parties against whom enforcement of any waiver, change, modification or discharge is sought. All matters pertaining to this Mortgage are to be determined according to the laws of the State of Florida.

13. Transfer of Property or Interest in Mortgagor. The Property shall at all times be owned by Mortgagor, both legally and equitably, and Mortgagor shall not convey, transfer, pledge, alienate or hypothecate, directly or indirectly, any interest in the Property or in the Mortgagor, or the principals of Mortgagor as exist as of the date hereof. Without Mortgagee's prior written consent, which may be withheld in Mortgagee's sole and absolute discretion, the Property shall not be the subject matter of any transaction whereby the legal or equitable title to all or any part of said Property shall be transferred to anyone other person or entity, except the mandatory homeowners association pursuant to a declaration of covenants, conditions and restrictions of which Seller is the declarant ("**HOA**") or governmental authorities, nor shall the Property be further encumbered, except as Mortgagee shall specifically approve in writing in its sole and

absolute discretion. If legal or equitable title to the Property or any part thereof or interest therein or in Mortgagor shall hereafter change by any means in violation of any of the other preceding restrictions, then the indebtedness hereby secured shall become immediately due and payable on the demand of Mortgagee, without notice or any curative grace period.

14. Indemnification. Mortgagor covenants and agrees to save harmless and indemnify Mortgagee from and against all third party losses, costs and expenses, including reasonable attorneys' fees incurred by reason of any action, suit, or similar proceeding (except any of the foregoing resulting from or attributable to Mortgagee's gross negligence or willful misconduct) in and to which the Mortgagee may be or become a party or parties with respect to matters arising out of the existence of this Mortgage, including, but not limited to, condemnation, bankruptcy, probate and administrative proceedings, liability under any environmental laws (arising from Mortgagee's having taken this Mortgage or being or having been in the chain of title to the Property as a result of purchase at foreclosure), rules and regulations affecting the Property, as well as any other of the foregoing wherein proof of claim is by law required to be filed or in which it becomes necessary to defend or uphold the terms of this Mortgage or the Agreement; and all money paid or expended by the Mortgagee in that regard, shall be included within the indebtedness hereby secured and shall be immediately due and payable by the Mortgagor. This paragraph shall not survive the repayment of the Mortgage.

15. Captions. The captions herein set forth are for convenience of reference only and shall not be deemed to define, limit, or describe the scope or intent of this Mortgage.

16. Required Partial Releases, Satisfactions and Modifications. Within five (5) business days after written request of Mortgagor, without the payment of any additional consideration by Mortgagor, Mortgagee shall execute and deliver (a) a partial release of this Mortgage as to any portion of the Property which is or is about to be dedicated or otherwise conveyed to and accepted by a public entity, a governmental authority, a utility company or which is conveyed or about to be conveyed to the HOA, (b) a modification to this Mortgage reducing the amount secured hereby to the extent of any credit for the Deposit given to Mortgagee in connection with Mortgagee's purchase of Lots pursuant to the Agreement, and (c) a joinder to any final subdivision plat dividing any portion of the Property into Lots. Notwithstanding the foregoing or any provision to the contrary, Mortgagee shall execute and deliver to the Escrow Agent under the Agreement, and the Escrow Agent shall be authorized (without any further consent or approval from Mortgagee or any other party) to promptly record a full satisfaction of this Mortgage upon the Escrow Agent's confirmation that all remaining unapplied Deposit funds have been returned to the Escrow Agent, or a default by Mortgagee under the Agreement which remains uncured after the applicable cure period, if any, under the Agreement, or Mortgagor is otherwise entitled to the Deposit.

IN WITNESS WHEREOF, the said Mortgagor has caused these presents to be executed as of the day and year first above written.

Signed, sealed and delivered
in the presence of:

Name: Troy E. Simpson
14025 Riveredge Dr.
Suite 175
Tampa, FL 33637

Name: Bryon T. LoPreste
14025 Riveredge Dr.
Suite 175
Tampa, FL 33637

KL SEMINOLE TRACE LLC, a Florida limited liability company

By: ____________________
James P. Harvey, Authorized Signatory

Address:
14025 Riveredge Drive, Suite 175
Tampa, FL 33637

STATE OF FLORIDA

COUNTY OF HILLLSBOROUGH

The foregoing instrument was acknowledged before me by means of [x] physical presence or [ ] online notarization this 15th day of December, 2023 by James P. Harvey, as Authorized Signatory of **KL SEMINOLE TRACE LLC**, a Florida limited liability company, on behalf of the company. He is personally known to me or has produced ____________________ as identification.

(NOTARY SEAL)

Notary Public State of Florida
Bryon T LoPreste
My Commission GG 919288
Expires 01/27/2024

____
Notary Public Signature

Typed or Printed Notary Name: Bryon T. LoPreste
Notary Public-State of Florida
Commission No.: GG919288
My Commission Expires: 012724

EXHIBIT "A" TO MORTGAGE
LEGAL DESCRIPTION OF PROPERTY

PART OF GOVERNMENT SECTIONS 29 AND 30, TOWNSHIP 12 SOUTH, RANGE 31 EAST, FLAGLER COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCE AT THE SOUTHWEST CORNER OF SAID SECTION 29, THENCE NORTH 02°56'18" WEST ALONG THE WEST LINE OF SAID SECTION 29 A DISTANCE OF 1972.58 FEET; THENCE SOUTH 74°42'40" WEST, A DISTANCE OF 71.21 FEET TO THE POINT OF BEGINNING, THENCE SOUTH 15°17'20" EAST, A DISTANCE OF 254.45 FEET TO THE ARC OF A CURVE LEADING SOUTHERLY; THENCE SOUTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 475.00 FEET, AN ARC DISTANCE OF 97.54 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 21°10'18" EAST, 97.37 FEET, TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 27°03'17" EAST, A DISTANCE OF 148.37 FEET TO THE ARC OF A CURVE LEADING SOUTHERLY; THENCE SOUTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE WESTERLY, HAVING A RADIUS OF 1525.00 FEET, AN ARC DISTANCE OF 274.41 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 21°53'59" EAST, 274.04 FEET, TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 14°53'47" EAST, A DISTANCE OF 98.39 FEET TO THE ARC OF A CURVE LEADING SOUTHERLY; THENCE SOUTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE WESTERLY, HAVING A RADIUS OF 1525.00 FEET, AN ARC DISTANCE OF 332.74 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 06°47'49" EAST, 332.08 FEET, TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 00°33'02" WEST, A DISTANCE OF 99.42 FEET; THENCE SOUTH 00°47'22" WEST, A DISTANCE OF 132.31 FEET TO THE ARC OF A CURVE LEADING SOUTHERLY; THENCE SOUTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 275.00 FEET, AN ARC DISTANCE OF 180.29 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 17°59'31" EAST, 177.08 FEET, TO A NON-TANGENT POINT BEARING SOUTH 48°19'37" WEST, A DISTANCE OF 129.07 FEET; THENCE SOUTH 41°53'32" EAST, A DISTANCE OF 62.95 FEET; THENCE SOUTH 75°20'00" EAST, A DISTANCE OF 771.48 FEET; THENCE NORTH 58°20'26" EAST, A DISTANCE OF 341.06 FEET; THENCE NORTH 00°00'00" WEST, A DISTANCE OF 783.09 FEET; THENCE NORTH 47°18'59" WEST, A DISTANCE OF 280.03 FEET; THENCE NORTH 04°26'11" WEST, A DISTANCE OF 540.96 FEET; THENCE NORTH 65°23'31" WEST, A DISTANCE OF 517.00 FEET; THENCE NORTH 44°32'37" WEST, A DISTANCE OF 50.02 FEET; THENCE NORTH 37°16'33" WEST, A DISTANCE OF 120.89 FEET, TO A NON-TANGENT CURVE LEADING WESTERLY; THENCE WESTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE NORTHERLY, HAVING A RADIUS OF 80.00 FEET, AN ARC DISTANCE OF 131.03 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 89°10'18" WEST, 116.87 FEET; TO A NON-TANGENT POINT BEARING SOUTH 47°45'02" WEST, A DISTANCE OF 35.96 FEET; THENCE NORTH 85°52'14" WEST, A DISTANCE OF 289.62 FEET; THENCE SOUTH 04°07'46" WEST, A DISTANCE OF 120.00 FEET;

THENCE SOUTH 05°18'15" EAST, A DISTANCE OF 50.69 FEET; THENCE SOUTH 04°07'46" WEST, A DISTANCE OF 120.00 FEET; THENCE NORTH 85°52'14" WEST, A DISTANCE OF 95.66 FEET TO THE ARC OF A CURVE LEADING WESTERLY; THENCE WESTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE SOUTHERLY, HAVING A RADIUS OF 50.00 FEET, AN ARC DISTANCE OF 32.92 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 75°16'02" WEST, 32.33 FEET; TO A NON-TANGENT POINT BEARING NORTH 23°24'53" WEST, A DISTANCE OF 13.54 FEET; THENCE SOUTH 74°42'40" WEST, A DISTANCE OF 152.38 FEET TO THE POINT OF BEGINNING.