This instrument prepared by and should be returned to:
Michael D. Chiumento III, Esq.
CHIUMENTO LAW PLLC
145 City Place, Suite 301
Palm Coast, FL 32164

MORTGAGE

THIS MORTGAGE (this "**Mortgage**") is made and entered into as of the 17th day of October, 2024, by **BYRNDOG PCP LLC**, a Florida limited liability company, (the "**Mortgagor**"), having an address at 145 City Place, Suite 300, Palm Coast, FL 32164, and **CENTURY COMMUNITIES OF FLORIDA, LLC, a Colorado limited liability company** ("**Mortgagee**"), having an address at 8390 E. Crescent Parkway, Suite 650, Greenwood Village, CO 80111.

W I T N E S S E T H:

WHEREAS, Mortgagor (as Seller) and Mortgagee (as Buyer) have entered into that certain Agreement of Purchase and Sale dated June 5, 2024 and as amended on September 3, 2024 and September 10, 2024 and any amendments thereafter (the "**Purchase Agreement**"); and

WHEREAS, Mortgagee has agreed to release $300,000.00 of the Earnest Money Deposit to Seller;

WHEREAS Mortgagor has agreed to (a) apply the Earnest Money Deposit to the Purchase Price at the Closing and to (b) return the Earnest Money Deposit to Mortgagee in the event that (i) the Purchase Agreement is terminated due to a default by Mortgagor under the Purchase Agreement or (ii) Mortgagee terminates the Purchase Agreement pursuant to terms that provide for a refund of the Earnest Money Deposit (collectively, the "**Obligations**");

WHEREAS to secure Mortgagor's performance of the Obligations, Mortgagor has agreed to deliver this Mortgage.

NOW, THEREFORE, to secure the performance of the Obligations and the full and faithful performance of the covenants and agreements contained in this Mortgage, Mortgagor hereby grants, bargains, sells, conveys, assigns, transfers, mortgages, pledges, delivers, sets over, warrants and confirms to Mortgagee, and grants Mortgagee a mortgage, lien and security interest in:

***Note to Recorder – This Mortgage secures a conditional obligation and is exempt from documentary stamps pursuant to Section 12B-4.054(4) of the Florida Administrative Code.

That certain parcel of land lying and being in Flagler County, State of Florida, being legally described in **Exhibit "A"** attached hereto and made a part hereof (the "**Mortgaged Property**");

TOGETHER WITH all and singular the tenements, hereditaments, easements, and other rights now or hereafter belonging or appurtenant to the Mortgaged Property, and all the estate, right, title, interest, property, claim and demand whatsoever of Mortgagor of, in and to the same and every part and parcel thereof;

TO HAVE AND TO HOLD the above-described and granted Mortgaged Property unto Mortgagee in fee simple forever;

PROVIDED, HOWEVER, that these presents are upon the condition that if Mortgagor (a) shall perform the Obligations and (b) shall not permit or suffer to occur any default under this Mortgage, then this Mortgage and all the interests and rights hereby granted, bargained, sold, conveyed, assigned, transferred, mortgaged, pledged, delivered, set over, warranted and confirmed shall cease, terminate and be void, and Mortgagee shall satisfy this mortgage of record.

Mortgagor covenants and agrees with Mortgagee as follows:

Recitals. The recitals set forth above are true and correct and incorporated herein by reference.

Capitalized Terms. Capitalized terms used but not defined herein shall have the meanings assigned to them in the Purchase Agreement.

Warranty of Title. 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.

Performance. Mortgagor shall perform, comply with and abide by each and every one of the stipulations, agreements, conditions and covenants contained in the Obligations and in this Mortgage.

Taxes, Assessments and Charges. Mortgagor shall pay all taxes, assessments (whether general or special) including any property owner association and improvement district assessments and other charges whatsoever levied, assessed, placed or made against all or any part of the Mortgaged 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.

Maintenance. Mortgagor shall do everything necessary to maintain the Mortgaged Property in good condition, shall not commit or suffer any waste, impairment, abandonment or deterioration of the Mortgaged Property, and shall comply with (or cause compliance with) all applicable statutes, ordinances and requirements of any governmental authorities having jurisdiction over the Mortgaged Property or the use thereof.

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.

Notices. Whenever Mortgagor or Mortgagee are obliged to give notice to the other, such notice shall be in writing and delivered pursuant to the notice provisions set forth in the Purchase Agreement.

Event of Default. The word "default" and the phrase "event of default", wherever used in this Mortgage shall mean and include any one or more of the following events:

Any default by Mortgagor under the Obligations; or

Failure by Mortgagor to duly keep, observe and perform any other covenant, condition or agreement of this Mortgage to be kept or performed by Mortgagor after written notice of such failure is mailed by Mortgagee and same is not cured by Mortgagor within thirty (30) days of Mortgagee's mailing of the notice, or if not capable of cure within thirty (30) days, Mortgagor has failed to commence action to cure same or having commenced remedial action, fails to cure same within a reasonable time.

Remedies. Upon the existence of an event of default hereunder, 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 Mortgaged Property, any other collateral for the Obligations, 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 costs of collection, including reasonable attorney's fees and reasonable appellate attorneys' fees, with interest thereon. All covenants, representations and warranties of Mortgagor hereunder survive recording of this Mortgage and expire at the Closing.

Mortgagee Default. In the event Mortgagee defaults under section 8(a) of the Purchase Agreement or under this Mortgage, then the Earnest Money Deposit shall be paid to Mortgagor according to Section 14 of the Purchase Agreement as liquidated damages, in which case this Mortgage shall be satisfied and released upon said payment.

Release and Satisfaction. The Mortgagor, at its sole discretion, may repay to Mortgagee or Escrow Agent the Earnest Money Deposit it received. Upon such event, this Mortgage shall be satisfied and Mortgagee shall record a satisfaction of this Mortgage in public records within five (5) business days of receipt of said repayment.

Fees and Expenses. Mortgagor shall pay any and all costs, expenses and reasonable attorneys' fees incurred by Mortgagee (regardless of whether in connection with any action, proceeding or appeal) to enforce any of Mortgagee's rights under this Mortgage or to recover any indebtedness secured hereby.

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. Notwithstanding the above, the Mortgagee shall, as a condition precedent to filing any action, provide the Mortgagor thirty (30) days written notice of its intent to take such action with the intent of providing the Mortgagor an opportunity to cure any Event of Dfault.

Governing Law; Venue. This Mortgage shall be governed by, and construed and enforced in accordance with, the laws of the State of Florida. Venue for any litigation arising hereunder shall be in Flagler County, Florida.

Severability. Any provision of this Mortgage which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction only, be ineffective only to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof or affecting the validity or enforceability of such provision in any other jurisdiction.

Interpretation. Whenever the context of any provision of this Mortgage shall so require, words in the singular shall include the plural, words in the plural shall include the singular, and pronouns of any gender shall include the other genders. Captions and headings in this Mortgage are for convenience only and shall not affect its interpretation. Wherever used in this Mortgage, unless the context clearly indicates a contrary intention or unless this Mortgage specifically provides otherwise: (a) the term "Mortgagor" shall include any subsequent owner(s) of the Mortgaged Property; (b) the term "Mortgagee" shall include any subsequent holder(s) of this Mortgage; (c) the term "Obligations" shall include any modification of any Obligations from time to time and any future advances or other sums payable to Mortgagee under this Mortgage; (d) the term "person" shall mean "an individual, corporation, partnership, limited partnership, unincorporated association, joint stock corporation, joint venture or other legal entity."

Miscellaneous. Time is of the essence of all provisions of the Obligations and of this Mortgage. If Mortgagor consists of more than one person, the obligations and liabilities of each such person hereunder shall be joint and several, and wherever the term "Mortgagor" is used it shall be deemed to refer to such persons jointly and severally. This Mortgage shall be binding upon the parties hereto and their respective heirs, personal representatives, successors and assigns, and it shall inure to the benefit of Mortgagee and its successors and assigns and to the benefit of Mortgagor and Mortgagor's heirs, personal representatives and permitted successors and assigns. This Mortgage cannot be changed except by an agreement in writing, signed by the party against whom enforcement of the change is sought.

No Liens. Mortgagor shall not cause any liens to exist or continue on the Mortgaged Property.

Bankruptcy. Mortgagor agrees that in the event there is a voluntary or involuntary bankruptcy or liquidation proceeding filed by or against Mortgagor, Mortgagor hereby waives its right to object to any motion for relief from stay filed by Mortgagee, and Mortgagor shall provide reasonable further assurance of such waiver if requested by Mortgagee.

IN WITNESS WHEREOF, Mortgagor has caused this instrument to be effective as of the date first written above.

Witnesses:

Print Name: Betty Abreu
145 City Pl. Ste 301 Palm Coast FL 32164

Print Name: Caroline McNeil
145 City Pl. Ste 301
Palm Coast, FL 32164

BYRNDOG PCP LLC,
a Florida limited liability company

By: Douglas Property & Development, Inc., a Florida corporation, its Manager

By:______________________________
Name: Jeffrey R. Douglas
Title: President

STATE OF FLORIDA
COUNTY OF FLAGLER

The foregoing was acknowledged before me by means of (*please check as applicable*) ☑ physical presence or ☐ online notarization, this 17 day of October, 2024 by Jeffrey R. Douglas as President of Douglas Property & Development, Inc., the Manager of **BYRNDOG PCP LLC**, a Florida limited liability company, on behalf of said company who is (✓) personally known to me or ( ) has produced ____________________ as identification.

[SEAL]

Notary Public Signature
Print Name:____________________
My Commission Expires:______________

NOTARY PUBLIC STATE OF FLORIDA
CAROLINE MCNEIL
MY COMMISSION # HH 536164
EXPIRES: October 6, 2028

EXHIBIT "A"
LEGAL DESCRIPTION OF LAND

REVISED
PARCEL 1:
PART OF SECTION 34, TOWNSHIP 10 SOUTH, RANGE 30 EAST, FLAGLER COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
BEGIN AT THE SOUTHWEST CORNER OF SECTION 34, AFORESAID, THENCE N89°27'03"E ALONG THE SOUTH LINE OF SAID SECTION 34, A DISTANCE OF 732.21 FEET TO A POINT ON THE WEST LINE OF THOSE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 2665, PAGE 1121, PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA; THENCE N13°03'04"W ALONG SAID LANDS A DISTANCE OF 27.37 FEET TO THE SOUTHWEST CORNER OF THE TRAILS SUBDIVISION AS RECORDED IN MAP BOOK 40, PAGE 28, PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA; THENCE N65°03'21"E ALONG THE SOUTH LINE OF THE TRAILS SUBDIVISION A DISTANCE OF 2515.75 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE N65°03'21"E ALONG SAID SOUTH LINE A DISTANCE OF 1466.83 FEET TO A POOINT ON THE WESTERLY RIGHT OF WAY LINE OF BELLE TERRE PARKWAY, A 104' RIGHT OF WAY; THENCE S39°23'05"E ALONG SAID RIGHT OF WAY AND DEPARTING SAID SOUTH LINE, A DISTANCE OF 545.17 FEET TO A POINT ON THOSE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 624, PAGE 15, PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA; THENCE DEPARTING SAID RIGHT OF WAY AND ALONG THE NORTH LINE OF SAID LANDS S50°36'55"W A DISTANCE OF 1577.22 FEET; THENCE DEPARTING SAID NORTH LINE N29°37'21"W A DISTANCE OF 924.35 FEET TO THE POINT OF BEGINNING.

PARCEL 2:
PART OF TRACT B, THE TRAILS, AS RECORDED IN MAP BOOK 40, PAGE 28, PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
BEGIN AT THE SOUTHEAST CORNER OF SAID TRACT B, SAID POINT BEING ON THE WESTERLY RIGHT OF WAY OF BELLE TERRE PARKWAY, A 124 FOOT RIGHT OF WAY, THENCE N39°23'05"W ALONG SAID RIGHT OF WAY AND ALONG THE EAST LINE OF SAID TRACT B, A DISTANCE OF 47.63 FEET TO THE SOUTHEAST CORNER OF TRACT A; THENCE DEPARTING SAID EASTERLY LINE AND SAID RIGHT OF WAY S50°38'01"W ALONG THE SOUTH LINE OF SAID TRACT A AND ITS WESTERLY EXTENSION A DISTANCE OF 185.19 FEET TO A POINT ON THE NORTHERLY LINE OF THAT PARCEL DESCRIBED IN OFFICIAL RECORDS BOOK 2178, PAGE 317, PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA; THENCE ALONG SAID NORTHERLY LINE N65°03'21"E A DISTANCE OF 191.23 FEET TO THE POINT OF BEGINNING