

This document was prepared by DAVID A. DOEGE, EXECUTIVE VICE PRES./COO, of FIRST SOUTHERN BANK, 9955 WEST GLADES ROAD, BOCA RATON, FLORIDA 33434.

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Con 100,000.00 Doc 350.00
Int 200.00

(Space above this line for recording purposes)

REAL ESTATE MORTGAGE
To Secure a Construction Loan
From FIRST SOUTHERN BANK

1. DATE AND PARTIES. The date of this Real Estate Mortgage (Mortgage) is October 20, 1993, and the parties and their mailing addresses are the following:

MORTGAGOR:

ROBERT I. WEXLER
17528 WAGON WHEEL DRIVE
BOCA RATON, FL 33498
Social Security # 266-71-8529
HUSBAND OF LAURIE B. WEXLER
LAURIE WEXLER
17528 WAGON WHEEL DRIVE
BOCA RATON, FL 33498
Social Security # 125-56-6523
WIFE OF ROBERT I. WEXLER

BANK:

FIRST SOUTHERN BANK
a FLORIDA banking corporation
9955 WEST GLADES ROAD
BOCA RATON, FLORIDA 33434
Tax I.D. # 59-2507690
(as Mortgagee)

This is not a certified copy

His

and

HERS

2. OBLIGATIONS DEFINED. The term "Obligations" is defined as and includes the following:

- A. A promissory note, No. _____, (Note) dated October 20, 1993, and executed by ROBERT I. WEXLER and LAURIE WEXLER (Borrower) payable to the order of Bank, which evidences a loan (Loan) to Borrower in the amount of \$100,000.00, plus interest, and all extensions, renewals, modifications or substitutions thereof.
- B. All future advances by Bank to Borrower (whether or not this Mortgage is specifically referred to in the evidence of indebtedness with regard to such future and additional indebtedness).
- C. All additional sums advanced, and expenses incurred, by Bank for the purpose of insuring, preserving or otherwise protecting the Property (as herein defined) and its value, and any other sums advanced, and expenses incurred by Bank pursuant to this Mortgage, plus interest at the same rate provided for in the Note computed on a simple interest method.
- D. All other obligations, now existing or hereafter arising, by Borrower owing to Bank to the extent the taking of the Property (as herein defined) as security therefor is not prohibited by law, including but not limited to liabilities for overdrafts, all advances made by Bank on Borrower's, and/or Mortgagee's, behalf as authorized by this Mortgage and liabilities as guarantor, endorser or surety, of Borrower to Bank, due or to become due, direct or indirect, absolute or contingent, primary or secondary, liquidated or unliquidated, or joint, several, or joint and several.
- E. Borrower's performance of the terms in the Note or Loan, Mortgagee's performance of any terms in this Mortgage, and Borrower's and Mortgagee's performance of any terms in any deed of trust, any trust deed, any trust indenture, any other mortgage, any deed to secure debt, any security agreement, any assignment, any construction loan agreement, any loan agreement, any assignment of beneficial interest, any guaranty agreement or any other agreement which secures, guaranties or otherwise relates to the Note or Loan.

However, this Mortgage will not secure another debt:

- A. if this Mortgage is in Borrower's principal dwelling and Bank fails to provide (to all persons entitled) any notice of right of rescission required by law for such other debt; or
- B. if Bank fails to make any disclosure of the existence of this Mortgage required by law for such other debt.

Mortgage
WEXLER, ROBERT

10/20/93

Initials _____

** READ FRONT AND BACK OF EACH PAGE FOR ANY REMAINING PROVISIONS.**

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