


**PREPARED BY AND WHEN
~~RECORDED, RETURN TO:~~**

Josias N. Dewey
Holland & Knight LLP
701 Brickell Avenue, Suite 3000
Miami, Florida 33131

**CROSS-DEFAULT AND CROSS-
COLLATERALIZATION AGREEMENT**


20070207000058160 1/25 \$83.00
Shelby Cnty Judge of Probate, AL
02/07/2007 01:44:33PM FILED/CERT

This Space For Recorders Use Only

(ALABAMA)

THIS CROSS-DEFAULT AND CROSS-COLLATERALIZATION AGREEMENT (this "Agreement"), made as of January 19, 2007 by SUNCOAST PROPERTIES OF JACKSONVILLE, INC., a Florida corporation, having an address at 3332 Southside Boulevard, Jacksonville, Florida 32216 ("Suncoast Jax") and EAST COAST PROPERTIES, INC., a Florida corporation (which is also the successor-by-merger to East Coast Properties of Georgia, Inc.) ("East Coast"), SUNCOAST RV, INC., a Florida corporation ("Suncoast"), each having an address at 3332 Southside Boulevard, Jacksonville, Florida 32216, FRED S. HASSAN and ANN S. HASSAN, each having an address at 3332 Southside Boulevard, Jacksonville, Florida 32216 (East Coast, Suncoast and Mr. and Mrs. Hassan are hereinafter collectively referred to as "Suncoast RV"; Suncoast RV and Suncoast Jax, are collectively, the "Borrower"), for the benefit of KEYBANK NATIONAL BANK, a national banking association, having an office at 4900 Tiedeman Road, OH-01-49-0422, Brooklyn, Ohio 44144 ("Lender").

WITNESSETH:

WHEREAS, concurrently with the execution of this Agreement, Suncoast Jax has executed and delivered to Lender a Second Amended and Restated Promissory Note in the original principal amount of \$14,048,425.00 (the "2007 Suncoast Jax Note"), in evidence of a loan in such amount (the "2007 Suncoast Jax Loan") being made by Lender to Suncoast Jax;

WHEREAS, concurrently with the execution of this Agreement, Suncoast RV has executed and delivered to Lender a Second Amended and Restated Promissory Note in the original principal amount of \$10,951,575.00 (the "2007 Suncoast RV Note"), in evidence of a loan in such amount (the "2007 Suncoast RV Loan") being made by Lender to Suncoast RV;

WHEREAS, the 2007 Suncoast Jax Loan is secured by (i) those certain security instruments described on Exhibit A-1 attached hereto and made a part hereof (the "Suncoast Jax Security Instruments"), encumbering the real property described on Exhibit A-2 attached hereto and made a part hereof, together with all improvements thereon and certain other property described in the Suncoast Jax Security Instruments (collectively, the "Suncoast Jax Property"), and (ii) certain other documents and instruments (the 2007 Suncoast Jax Note, the Suncoast Jax Security Instruments and such other documents and instruments, as the same from time to time

Return Recorded Documents To:

LandAmerica National Commercial Services
450 S. Orange Avenue, Suite 170
Orlando, FL 32801
Attention: Jennifer Drew **06 1476**

may be amended, consolidated, extended, renewed, modified, restated or replaced, collectively, the "Suncoast Jax Loan Documents");

WHEREAS, the 2007 Suncoast RV Loan is secured by (i) those certain security instruments described on Exhibit B-1 attached hereto and made a part hereof (the "Suncoast RV Security Instruments"), encumbering the real property described on Exhibit B-2 attached hereto and made a part hereof, together with all improvements thereon and certain other property described in the Suncoast RV Security Instruments (collectively, the "Suncoast RV Property"; the Suncoast RV Property and the Suncoast Jax Property each, a "Property" and collectively, the "Properties"), and (ii) certain other documents and instruments (the 2007 Suncoast RV Note, the Suncoast RV Security Instruments and such other documents and instruments, as the same from time to time may be amended, consolidated, extended, renewed, modified, restated or replaced, collectively, the "Suncoast RV Loan Documents"; the Suncoast Jax Loan Documents and the Suncoast RV Loan Documents, collectively, the "Loan Documents"); and

WHEREAS, Lender has required that this Agreement be executed and delivered as a condition to making each of the Loans.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency which are hereby acknowledged, the parties hereto hereby agree as follows:

1. **Cross-Guaranties.** (a) Suncoast Jax hereby irrevocably, absolutely and unconditionally guaranties to Lender (such guaranty, the "Suncoast Jax Guaranty") the payment when due, by stated maturity, acceleration or otherwise, of the 2007 Suncoast RV Note. The Suncoast Jax Guaranty as set forth herein is a guaranty of payment and not of collection. Any indebtedness of Suncoast RV to Suncoast Jax now or hereafter existing, together with any interest thereon, shall be, and such indebtedness is hereby, deferred, postponed and subordinated to the Suncoast Jax Guaranty; and

(b) Suncoast RV hereby irrevocably, absolutely and unconditionally guaranties to Lender (such guaranty, the "Suncoast RV Guaranty") the payment when due, by stated maturity, acceleration or otherwise, of the 2007 Suncoast Jax Note. The Suncoast RV Guaranty as set forth herein is a guaranty of payment and not of collection. Any indebtedness of Suncoast Jax to Suncoast RV now or hereafter existing, together with any interest thereon, shall be, and such indebtedness is hereby, deferred, postponed and subordinated to the Suncoast RV Guaranty.

2. **Cross-Default and Cross-Collateralization.** The Suncoast Jax Loan Documents and the Suncoast RV Loan Documents are hereby amended and modified as follows:

(a) an Event of Default under the 2007 Suncoast Jax Note, the Suncoast Jax Security Instruments or any of the other Suncoast Jax Loan Documents (as the term "Event of Default" is defined therein) shall constitute an Event of Default under the 2007 Suncoast RV Note, the Suncoast RV Security Instruments and the other Suncoast RV Loan Documents (as the term "Event of Default" is defined therein);

(b) an Event of Default under the 2007 Suncoast RV Note, the Suncoast RV Security Instruments or any of the other Suncoast RV Loan Documents (as the term "Event of

Default" is defined therein) shall constitute an Event of Default under the 2007 Suncoast Jax Note, the Suncoast Jax Security Instruments and the other Suncoast Jax Loan Documents (as the term "Event of Default" is defined therein);

(c) the Suncoast Jax Security Instruments and all of the other Suncoast Jax Loan Documents securing or guaranteeing the 2007 Suncoast Jax Note and the obligations of Suncoast Jax under the other Suncoast Jax Loan Documents (collectively, the "Suncoast Jax Security Documents") also shall secure and guaranty the 2007 Suncoast RV Note, the Suncoast RV Security Instruments and the other Suncoast RV Loan Documents; and

(d) the Suncoast RV Security Instruments and all of the other Suncoast RV Loan Documents securing or guaranteeing the 2007 Suncoast RV Note and the obligations of Suncoast RV under the other Suncoast RV Loan Documents (collectively, the "Suncoast RV Security Documents") also shall secure and guaranty the 2007 Suncoast Jax Note, the Suncoast Jax Security Instruments and the other Suncoast Jax Loan Documents.

3. **Contribution.** (a) Each Borrower hereby acknowledges and agrees that, due to the fact that the 2007 Suncoast Jax Loan and the 2007 Suncoast RV Loan are cross-defaulted and cross collateralized, each Borrower has a direct and material interest in preventing the occurrence of an Event of Default under any of the Loan Documents (as the term "Event of Default" is defined therein). Accordingly, each Borrower is willing to commit to make or receive loans (each an "Intra-Borrower Loan", and collectively, the "Intra-Borrower Loans") in order to provide for the payment of all amounts due under the Loan Documents and, in so doing, to avoid an Event of Default thereunder. In the event and to the extent that the proceeds from the Property (as defined in the Security Instruments) of any Borrower (the "Creditor") are applied to any payments due with respect to the Property owned by another Borrower (the "Debtor"), then the Creditor shall be deemed to have made an Intra-Borrower Loan to the Debtor in the amount of such proceeds so applied (the "Intra-Borrower Loan Amount"). Such Intra-Borrower Loan shall be deemed to be made on a non-recourse basis and shall be repaid out of the future proceeds of the Property owned by the Debtor, together with interest thereon at a rate to be agreed upon from time to time among the Borrowers.

(b) All Intra-Borrower Loans deemed to be made under this Agreement shall be evidenced by this Agreement, shall be an obligation of the Debtor which owes such Intra-Borrower Loan solely by its execution of this Agreement and shall not be evidenced by any separate instrument. Each Borrower hereby waives presentment, notice of dishonor, protest and notice of non-payment or non-performance with respect to each Intra-Borrower Loan for which it is liable under this Agreement. Interest and principal on Intra-Borrower Loans shall be paid solely out of net proceeds from the Property owned by the Debtor and shall be subject in all cases to the terms and conditions of the Loan Documents, and the payments from such sources shall be the sole and exclusive remedy available to any Creditor. Each such payment of principal or interest on Intra-Borrower Loans shall be subordinate and subject to the prior payment of all amounts payable under the Loan Documents. To the extent such sources of payment are insufficient to pay interest and principal on any Intra-Borrower Loan, the Creditor owed such Intra-Borrower Loan shall not have any claim against the Debtor which owes such Intra-Borrower Loan for such amounts or lien on or security interest in any of the assets of such Debtor and no further or additional recourse shall be available against the Debtor. All payments

pursuant to Intra-Borrower Loans shall be made on a net basis. All payments received on account of any Intra-Borrower Loan under this Agreement shall be credited first to interest, then to principal. Accrued but unpaid interest shall not be compounded.

4. **Costs and Expenses.** Borrower shall be responsible for and shall pay, all reasonable costs and expenses incurred by Lender in connection herewith, including, without limitation, reasonable attorneys' fees and expenses, title insurance search fees and premiums, filing and recording fees and taxes, if any.

5. **Default.** Any default by any of Borrower in fulfilling any of its obligations hereunder shall constitute an Event of Default under each of the Suncoast Jax Loan Documents and the Suncoast RV Loan Documents (as the term "Event of Default" is defined therein).

6. **Multi-State Mortgage.** With the intent to confirm that each of the Suncoast Jax Security Instruments and the Suncoast RV Security Instruments constitute a "multi-state" mortgage in accordance with the provisions of Florida Administrative Code Rule 12B-4.053(31)(b), the parties hereto ratify and confirm that each of the Suncoast Jax Security Instruments and the Suncoast RV Security Instruments are intended to describe and pledge all of the property located within and outside of Florida that is described in the Cross-Collateralization Agreement and the Suncoast Jax Security Instruments and the Suncoast RV Security Instruments. In furtherance of the foregoing and as security for the 2007 Suncoast Jax Note and the 2007 Suncoast RV Note, each Borrower mortgages and grants a security interest to Lender in all of the real and personal property described in the Cross-Collateralization Agreement and the Suncoast Jax Security Instruments and the Suncoast RV Security Instruments.

7. **Joint and Several Obligations.** If Borrower consists of more than one person or entity, the word "Borrower" shall mean each of them and their liability shall be joint and several.

8. **Further Assurances.** Borrower agrees to execute and deliver any further documents and instruments as Lender may require to effectuate the cross-collateralization contemplated hereby. Borrower further acknowledges and agrees that Lender may require that this Agreement be amended at any time and from time to time to remove any of the Properties from the cross-collateralization, and agrees to execute and deliver such documents as Lender may require in connection therewith.

9. **Waiver of Jury Trial.** BORROWER AND LENDER AGREE THAT, TO THE EXTENT PERMITTED BY APPLICABLE LAW, ANY SUIT, ACTION OR PROCEEDING, WHETHER CLAIM OR COUNTERCLAIM, BROUGHT BY LENDER OR BORROWER, ON OR WITH RESPECT TO THIS AGREEMENT OR ANY OTHER LOAN DOCUMENT OR THE DEALINGS OF THE PARTIES WITH RESPECT HERETO OR THERETO, SHALL BE TRIED ONLY BY A COURT AND NOT BY A JURY. LENDER AND BORROWER EACH HEREBY KNOWINGLY, VOLUNTARILY, INTENTIONALLY AND INTELLIGENTLY AND WITH THE ADVICE OF THEIR RESPECTIVE COUNSEL, WAIVE, TO THE EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT TO A TRIAL BY JURY IN ANY SUCH SUIT, ACTION OR PROCEEDING. FURTHER, BORROWER WAIVES ANY RIGHT IT MAY HAVE TO CLAIM OR RECOVER, IN ANY SUCH SUIT, ACTION OR PROCEEDING, ANY



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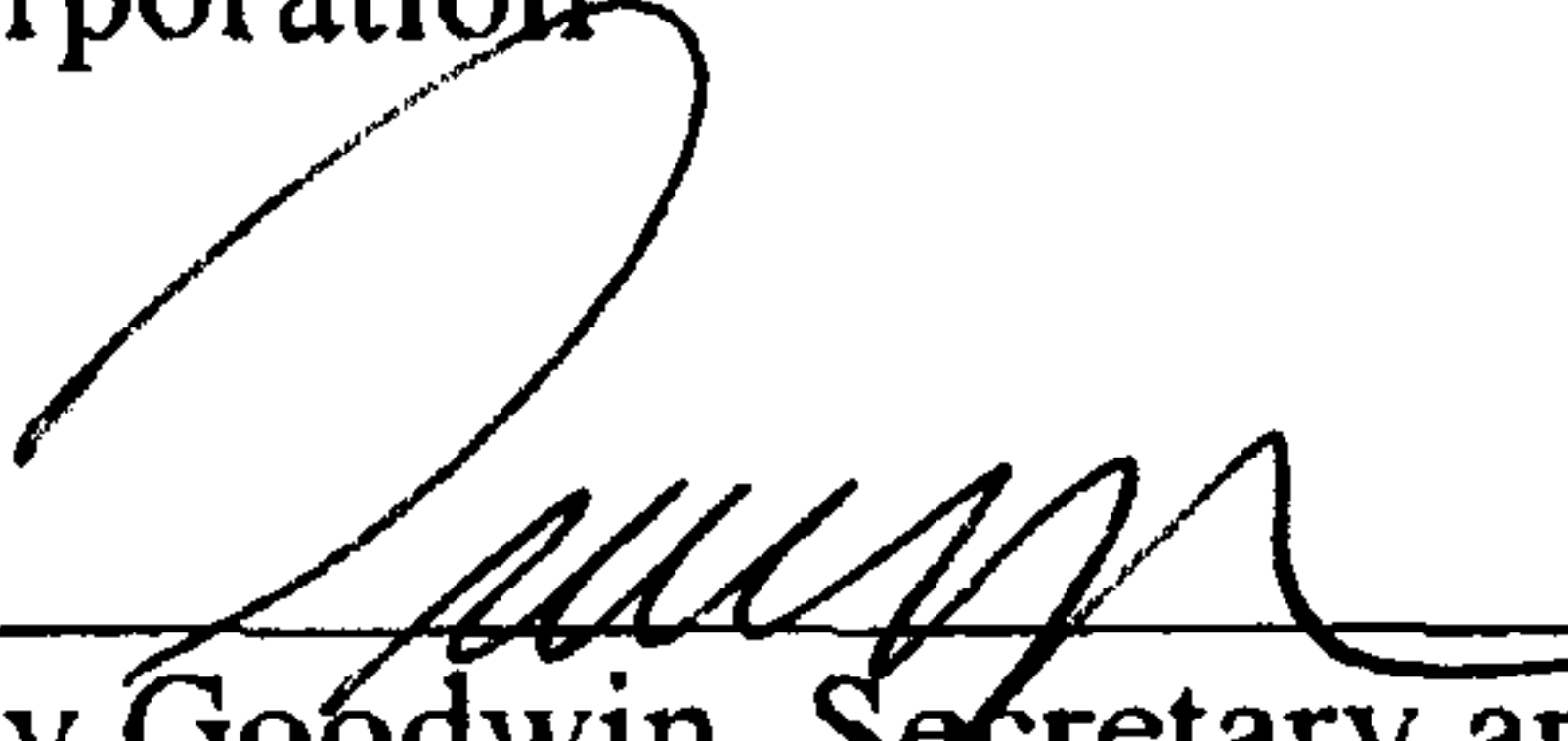
**SPECIAL, EXEMPLARY, PUNITIVE, CONSEQUENTIAL OR OTHER DAMAGES
OTHER THAN, OR IN ADDITION TO, ACTUAL DAMAGES. BORROWER
ACKNOWLEDGES AND AGREES THAT THIS SECTION IS A SPECIFIC AND
MATERIAL ASPECT OF THIS AGREEMENT AND THAT LENDER WOULD NOT
EXTEND CREDIT TO BORROWER IF THE WAIVERS SET FORTH IN THIS
SECTION WERE NOT A PART OF THIS NOT.**

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

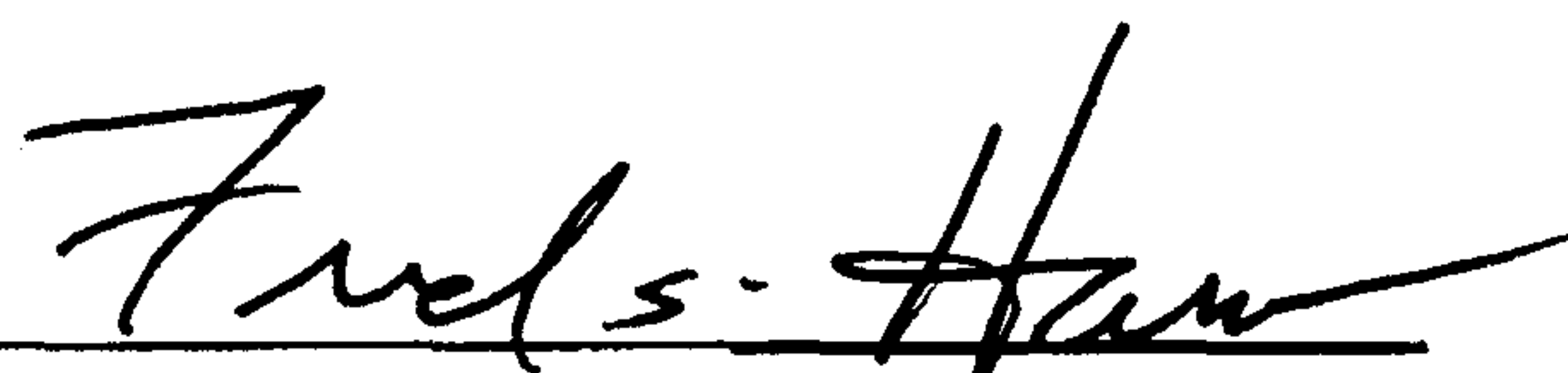
SUNCOAST JAX:

SUNCOAST PROPERTIES OF JACKSONVILLE, INC.,
a Florida corporation

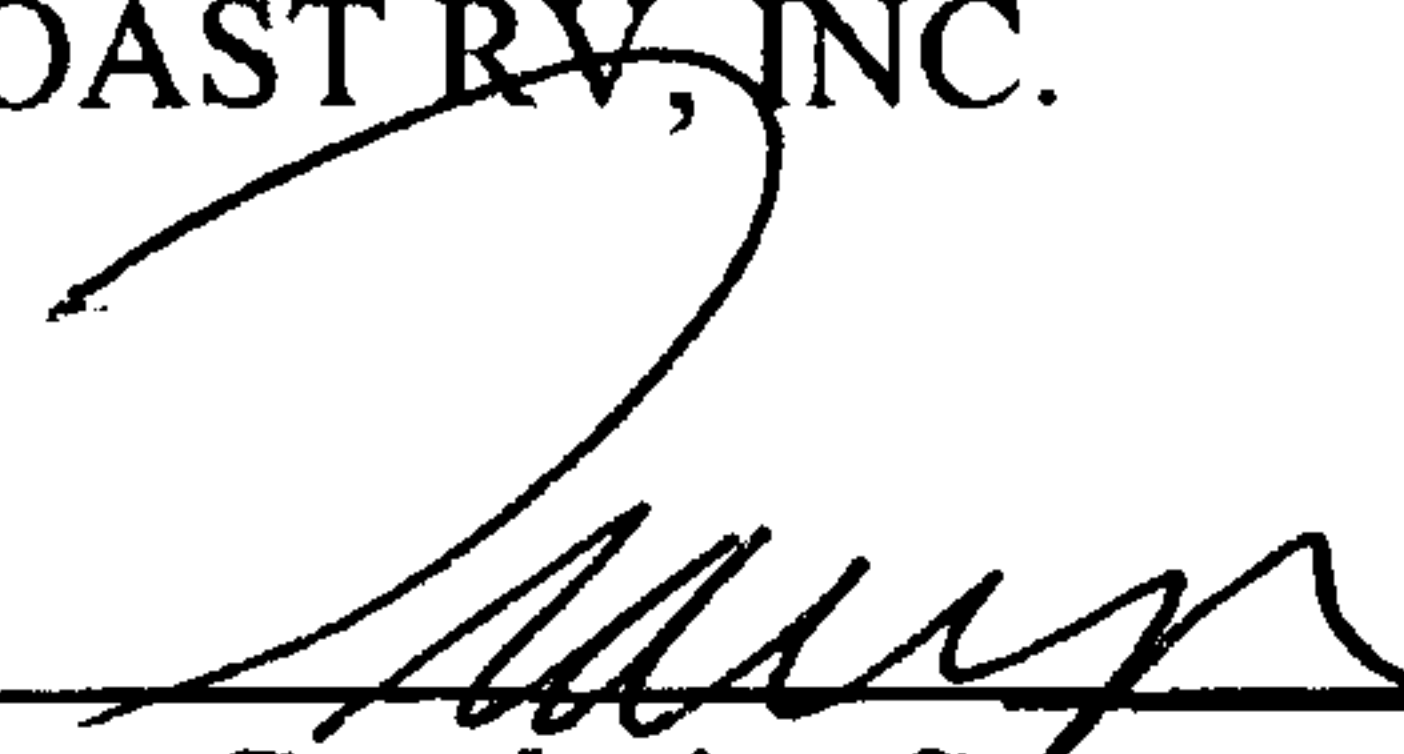
By: 
Name: Tracy Goodwin, Secretary and Treasurer

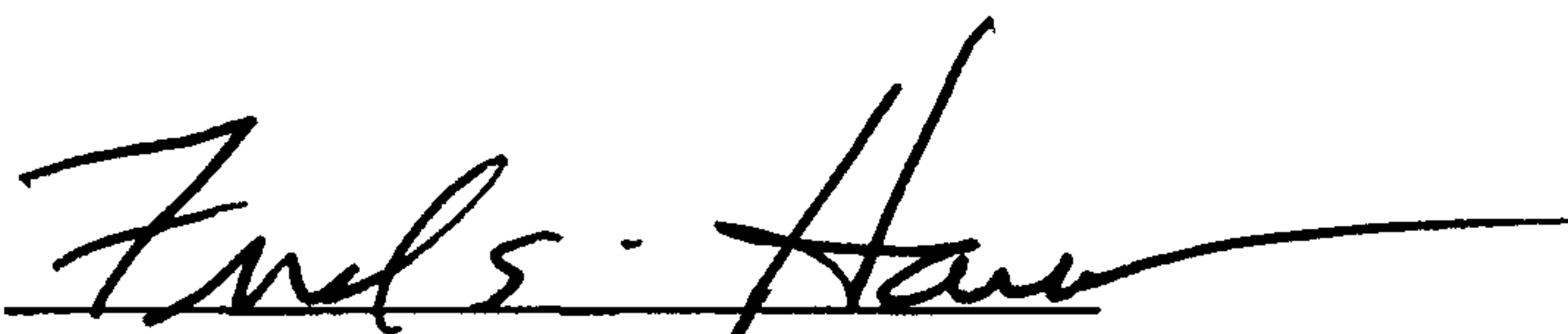
SUNCOAST RV:


EAST COAST PROPERTIES, INC.

By: 
Fred S. Hassan, President

SUNCOAST RV, INC.

By: 
Tracy Goodwin, Secretary


Fred S. Hassan, Individually


Ann S. Hassan, Individually

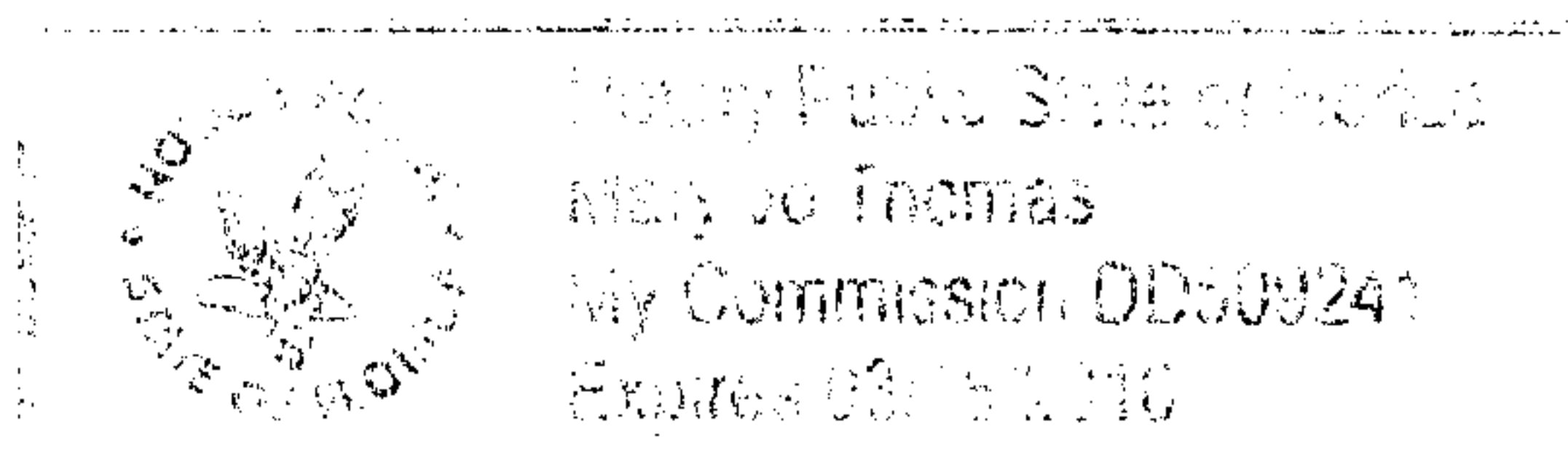


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STATE OF FLORIDA)
COUNTY OF DUVAL)

The foregoing instrument was acknowledged before me this 12th day of January, 2007 by Tracy Goodwin, as Secretary and Treasurer of Suncoast Properties of Jacksonville, Inc., a Florida corporation, on behalf of the corporation. She is personally known to me or has produced as identification.

(SEAL)



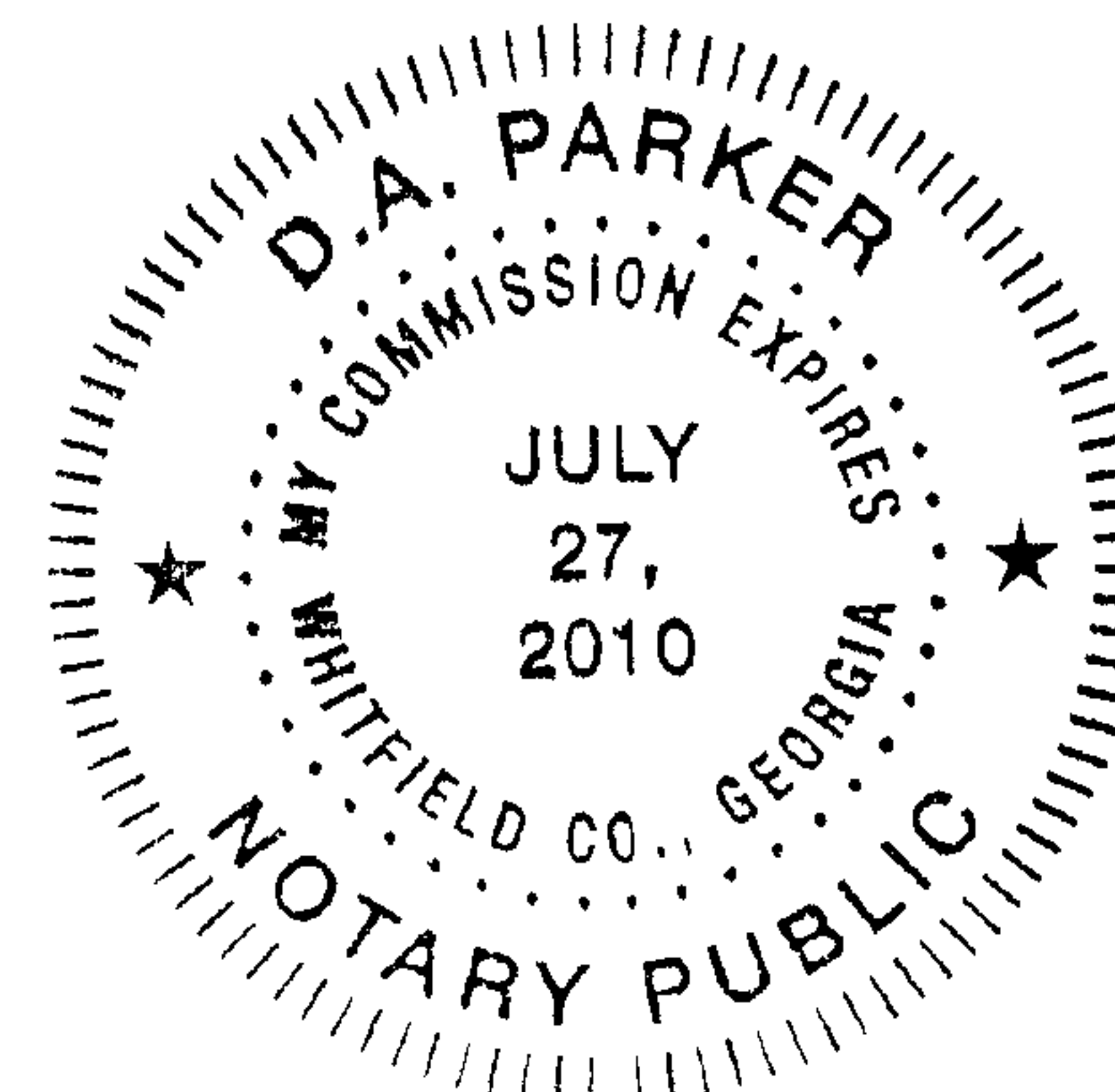
Mary Jo Thomas
Print Name: _____
Notary Public-State of Florida
Commission Number: _____

STATE OF Georgia,
COUNTY OF Whitfield

The foregoing instrument was acknowledged before me this 19 day of January, 2007 by Fred S. Hassan, as President of East Coast Properties, Inc., a Florida corporation, on behalf of the corporation. He is personally known to me or has produced himself as identification.

(SEAL)

D.A. Parker
Print Name: D.A. Parker
Notary Public-State of ~~Florida~~
Commission Number: Whitfield



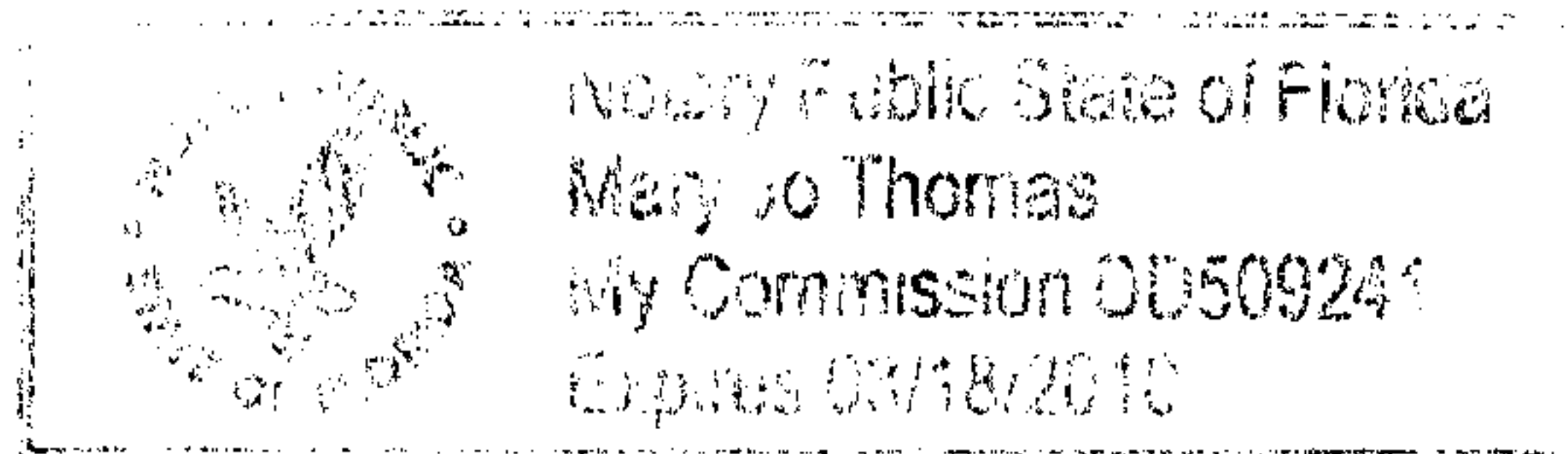


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STATE OF FLORIDA)
COUNTY OF DUVAL)

The foregoing instrument was acknowledged before me this 12th day of January, 2007 by Tracy Goodwin, as Secretary of Suncoast RV, Inc., a Florida corporation, on behalf of the corporation. She is personally known to me or has produced _____ as identification.

(SEAL)



Mary Jo Thomas
Print Name: _____

Notary Public-State of Florida

Commission Number:

STATE OF Georgia
COUNTY OF Whitfield

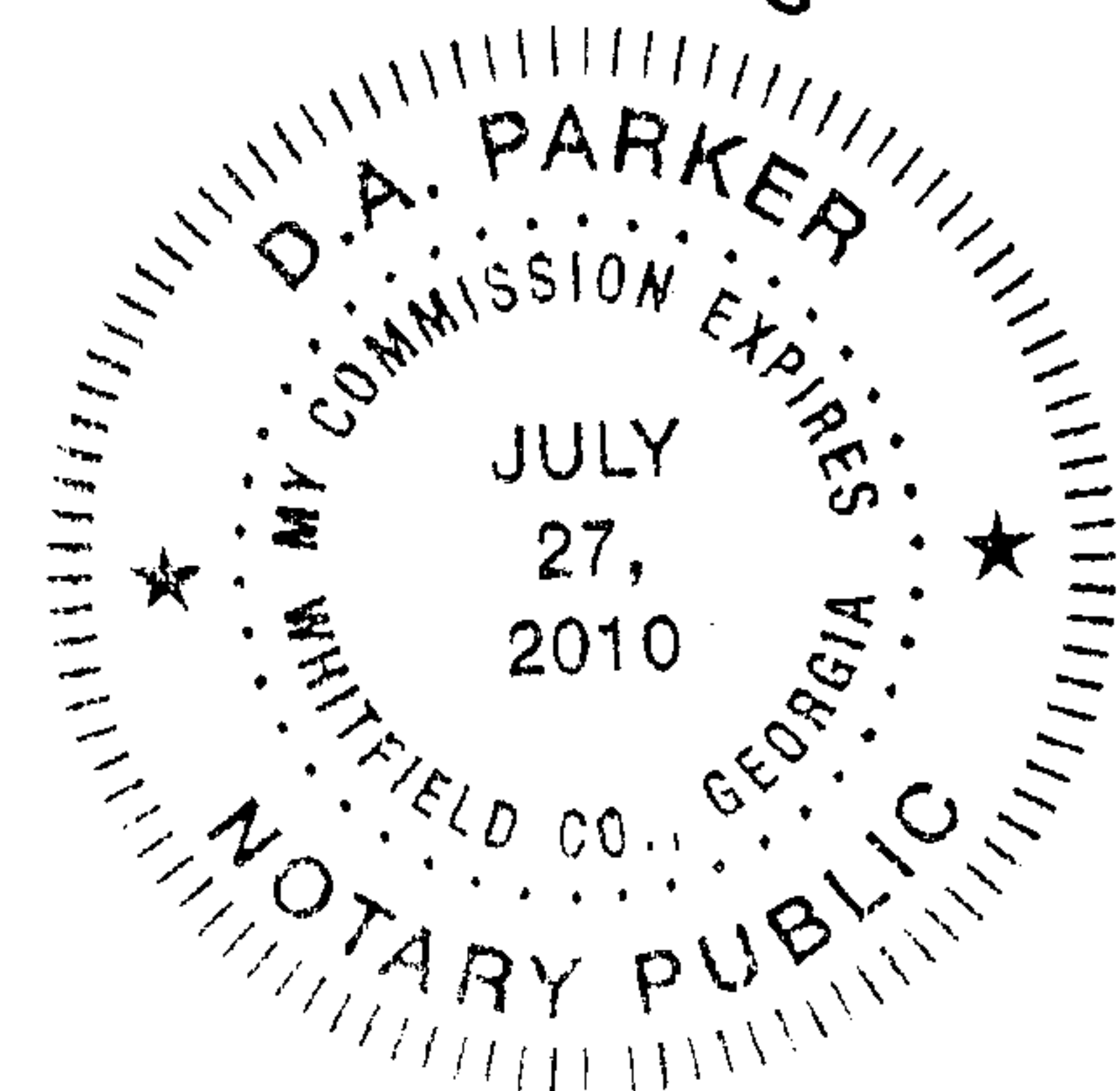
The foregoing instrument was acknowledged before me this 19 day of January, 2007 by Fred S. Hassan. He is personally known to me or has produced himself as identification.

(SEAL)

D. A. Parker
Print Name: D. A. Parker

Notary Public-State of ~~Florida~~ Georgia

Commission Number:





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STATE OF Georgia
COUNTY OF Whitfield

The foregoing instrument was acknowledged before me this 19 day of January, 2007
by Ann S. Hassan. She is personally known to me or has produced
herself as identification.

(SEAL)

D. A. Parker

Print Name: D. A. Parker

Notary Public-State of ~~Florida~~ GA

Commission Number:

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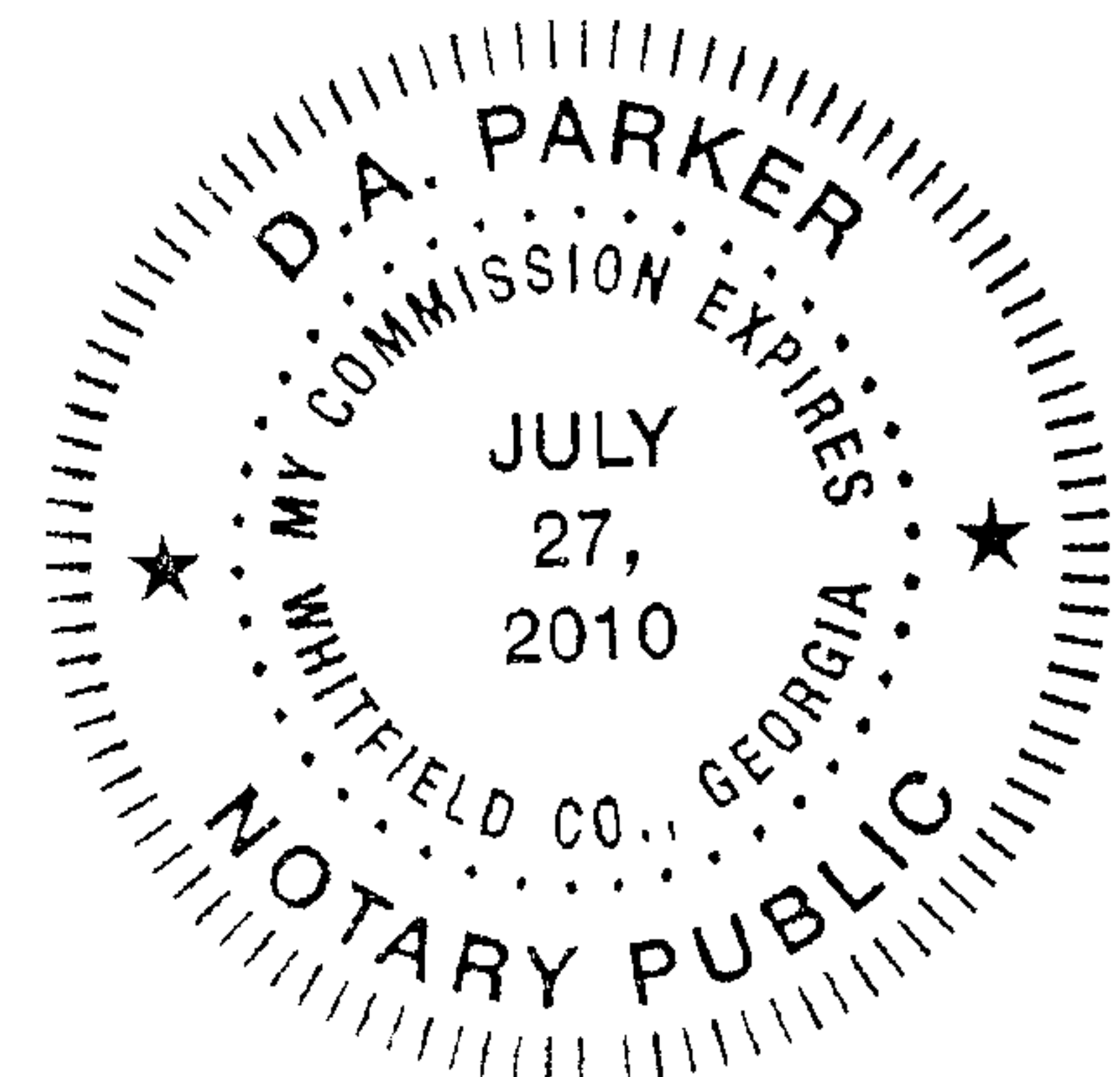


EXHIBIT A-1

Description of the Suncoast Jax Security Instruments

- (1) a Mortgage dated August 6, 2003, and recorded at Official Records Book 3507, Page 1950 in the Public Records of Marion County, Florida, to Lender on real property located at 3550 South Pine Avenue, Ocala, Marion County, Florida; as modified by that certain Modification of Security Instrument and Notice of Future Advance dated September 22, 2004, and recorded in Official Records Book 3840, at Page 1502 in the Public Records of Marion County, Florida; as further modified by that certain Second Modification of Security Instruments and Notice of Future Advance Agreement of even date herewith;
- (2) a Mortgage dated December 10, 2003, and recorded at Records Book 5152, at Page 3045, in the Public Records of Brevard County, Florida, to Lender on real property located at 4700, Highway 520, Cocoa Beach, Brevard County, Florida, as modified by that certain Modification of Security Instrument and Notice of Future Advance dated September 22, 2004, and recorded in Official Records Book 5368, at Page 2662 in the Public Records of Brevard County, Florida; as further modified by that certain Second Modification of Security Instruments and Notice of Future Advance Agreement of even date herewith;
- (3) a Mortgage dated May 18, 2004, and recorded at Records Book 5301, at Page 472, in the Public Records of Brevard County, Florida, to Lender on real property located at 4680, Highway 520, Cocoa Beach, Brevard County, Florida, as modified by that certain Modification of Security Instruments and Notice of Future Advance dated September 22, 2004, and recorded in Official Records Book 5368, at Page 2662, in the Public Records of Brevard County, Florida; as further modified by that certain Second Modification of Security Instruments and Notice of Future Advance Agreement of even date herewith;
- (4) a Mortgage dated March 31, 2004, and recorded in Official Records Book 7377, Page 2678, in the Public Records of Orange County, Florida, to Lender on the Property located at 12201 W. Colonial Blvd., Winter Gardens, Florida, as modified by that certain Modification of Security Instruments and Notice of Future Advance dated September 22, 2004 and recorded in Official Records Book 7648, at Page 1858, in the Public Records of Orange County, Florida; as further modified by that certain Second Modification of Security Instruments and Notice of Future Advance Agreement of even date herewith;
- (5) a Mortgage dated December 20, 2002, and recorded in Book 4036, Page 999 of the Public Records of Greenville County, South Carolina, as modified by that certain Modification of Security Instrument and Notice of Future Advance dated September 22, 2004, and recorded in Book 4253, at Page 1835 of the Public Records of Greenville County, South Carolina; as further modified by that certain Second Modification of Security Instruments and Notice of Future Advance Agreement of even date herewith;
- (6) a Deed of Trust dated January 19, 2004, and recorded in Book 1321, Page 206, in the Public Records of Blount County, Tennessee, as modified by that certain Modification of Security Instruments and Notice of Future Advance dated September 22, 2004, and recorded in Book 2030, at Page 110 of the Public Records of Blount County, Tennessee; as further modified by that certain Second Modification of Security Instruments and Notice of Future Advance Agreement of even date herewith;



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- (7) a Deed to Secure Debt dated September 22, 2004, and recorded in Book 1520, Page 359 in the Public Records of Glynn County, Georgia; as modified by that certain Second Modification of Security Instruments and Notice of Future Advance of even date herewith;
- (8) a Mortgage dated as of the date hereof, to be recorded in the Public Records of Clay County, Florida;
- (9) a Mortgage dated as of the date hereof, to be recorded in the Public Records of Shelby County, Alabama; and
- (10) a Mortgage dated as of the date hereof, to be recorded in the Public Records of Elkhart County, Indiana.

EXHIBIT A-2

Description of Suncoast Jax Property

Commencing at a point 883.28 feet West of the Southeast corner of Government Lot 2 Section 29, Township 15 South, Range 22 East and run thence West 220.82 feet, thence North 910.83 feet to the South right of way line of U.S. Highway No. 27 (formerly known as State Road #2), thence Southeasterly along the South line of said U.S. Highway No. 27 a distance of 270 feet to a point 755.12 feet North of the Point of Beginning, thence South 755.12 feet to the Point of Beginning.

AND

Commencing at a point 662.46 feet West of the Southeast corner of Government Lot 2 of Section 29, Township 15 South, Range 22 East thence running West 220.82 feet, thence North 755.12 feet to the South right of way line of State Road #2 (Dixie Highway), thence Southeasterly along and with said right of way of State Road No. 2 a distance of 270 feet to a point 599.42 feet North of the Point of Beginning, thence South 599.42 feet to the Point of Beginning.

For a point of reference, commence at the intersection of the North right of way line of State Road No. 520 at a point which is 1,320.03 feet as measured on a bearing of N 89°58'30" West along the North right of way line of State Road No. 520 from the East line of the Southwest ¼ of Section 26, Township 24 South, Range 35 East. From said point of reference, run South 89°58'30" East along the North right of way line of State Road No. 520 a distance of 150 feet to the point of beginning of the land herein described. From said point of beginning, go South 89°58'30" East along the North line of the right of way of State Road No. 520, a distance of 150 Feet to a point; thence North 0°24'29" East a distance of 300 feet to a point; thence North 89°58'30" West a distance of 150 feet to a point thence South 0°24'29" West a distance of 300 feet to the point of beginning.

PARCEL 1:

THE WEST THREE HUNDRED (300) FEET OF THE NORTH THIRTY (30) FEET OF THE SOUTH (330) FEET OF THE WEST SIX HUNDRED (600) FEET OF THAT PART OF THE EAST ONE THOUSAND THREE HUNDRED AND TWENTY (1320) FEET OF THE SOUTHWEST QUARTER LYING NORTH OF STATE ROAD 520, IN SECTION 26, TOWNSHIP 24 SOUTH, RANGE 35 EAST, BREVARD COUNTY, FLORIDA.

PARCEL 2:

A TRACT OF LAND SITUATED IN SECTION 26, TOWNSHIP 24 SOUTH, RANGE 35 EAST, IN BREVARD COUNTY, FLORIDA, DESCRIBED AS FOLLOWS:

FOR A POINT OF BEGINNING, COMMENCE AT THE INTERSECTION OF THE NORTH RIGHT OF WAY LINE OF STATE ROAD No. 520 AT A POINT OF WHICH IS 1,320.03 FEET

AS MEASURED ON A BEARING OF NORTH 89°58'30 WEST ALONG THE NORTH RIGHT OF WAY LINE OF STATE ROAD No. 520 FROM THE EAST LINE OF THE SOUTHWEST QUARTER OF SECTION 26, TOWNSHIP 24 SOUTH, RANGE 35 EAST: FROM SAID POINT OF BEGINNING, GO SOUTH 89°58'30" EAST ALONG THE NORTH RIGHT OF WAY LINE OF STATE ROAD No. 520, A DISTANCE OF 150 FEET TO A POINT; THENCE NORTH 0°24'29" EAST A DISTANCE OF 300 FEET TO A POINT; THENCE NORTH 89°58'30" WEST A DISTANCE OF 150 FEET TO A POINT; THENCE SOUTH 0°24'29" WEST, A DISTANCE OF 300 FEET TO A THE POINT OF BEGINNING.

The Southeast Quarter of the Southeast Quarter of Section 24, Township 22 South, Range 27 East, LESS the East 941.00 feet thereof; LESS the North 660 feet thereof; LESS the South 75 feet thereof for road right of way of State Road #50, all lying and being situate in Orange County, Florida.

Being property located in the 11th Civil District, Blount County, Tennessee and described as follows:

Beginning at a placed 1/2 inch steel rod located North 18 degrees, 15 minutes 0 seconds East, 720.09 feet from the centerline intersection of State Route No. 129 and the centerline of Cumberland Drive, said steel rod also marking the extreme Southeast corner of Harry Williams property (Book 434, Page 590) and being in the West right-of-way of State Route No. 129; thence with the West right-of-way *line* of State Route No. 129, south 22 degrees, 28 minutes, 16 seconds West, 676.59 feet; thence with a curve to the right having an arc distance of 35.75 feet, radius of 22.5 feet and a chord South 66 degrees, 57 minutes, 15 seconds West, 32.11 feet; thence North 68 degrees, 33 minutes, 47 seconds West, 142.50 feet; thence North 66 degrees, 45 minutes, 52 seconds West, 385.93 feet to a set 1/2 inch rod; thence North 13 degrees, 32 minutes, 34 seconds East, 246.65 feet; thence North 7 degrees, 19 minutes, 38 seconds East, 86.38 feet; thence North 9 degrees, 35 minutes, 15 seconds East, 98.27 feet; thence North 31 degrees, 9 minutes, 25 seconds East, 108.11 feet; thence North 24 degrees, 6 minutes, 20 seconds East, 76.48 feet; thence North 56 degrees, 2 minutes, 49 seconds West, 6 feet to an existing steel post; thence North 56 degrees, 2 minutes, 49 seconds West, 93.11 feet to a found 1/4 inch iron pin; thence North 31 degrees, 7 minutes, 42 seconds East, 158.70 feet to a found 1 inch steel rod; thence South 61 degrees, 31 minutes, 22 seconds East, 95 feet; thence South 63 degrees, 15 minutes, 22 seconds East, 5 feet to an existing 1/2 inch rod at a fence post; thence South 63 degrees, 15 minutes, 22 seconds East, 413 feet to an existing 1 inch rod; thence South 62 degrees, 58 minutes, 19 seconds East, 160.17 feet to a set 1/2 inch rod; thence South 22 degrees, 28 minutes, 16 seconds West, 25.05 feet to a set 1/2 inch rod; thence North 63 degrees, 11 minutes, 26 seconds West, 160.89 feet to an existing 1 inch rod; thence South 22 degrees, 4 minutes, 52 seconds West, 101.09 feet to an existing 1 inch rod; thence South 68 degrees, 3 minutes, 41 seconds East, 159.75 feet, to the Point of Beginning; containing approximately 11.43 acres.

Reference is made to mortgagor's source of title, which is that certain Warranty Deed recorded at Book 693, Page 846, Register's Office of Blount County, Tennessee.



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All that piece, parcel or lot of land, situate, lying and being in the State of South Carolina, County of Greenville, located on the northern side of Cartee Drive, containing 0.98 acres according to a Plat entitled "Survey for Spartan Food Systems" dated February 18, 1987, prepared by W. R. Williams, Jr., Engr./Surveyor, Inc., being recorded in the RMC Office for Greenville County, S.C. in Plat Book 13-V at Page 91, and having, according to said plat, the following metes and bounds, to-wit:

BEGINNING at a point in the center of Cartee Drive at the corner of property now or formerly owned by Spartan Food Systems, Inc. and running thence with the center of Cartee Drive S 77-03 W 52.18 feet to a point at the corner of property now or formerly owned by Thomas M. Tucker (shown on the Plat as Tommy Tucker, Inc.); and running thence with Tucker's line N 29-31 W 467.99 feet to an iron pin at corner of property now or formerly owned by Greenville County Paris Southern Corp.; thence with the line of said property N 72-24 E 118.45 feet to an iron pin at the corner of property now or formerly owned by Newman; thence with Newman's line S 26-20 E 327.10 feet to an iron pin in the line of property now or formerly owned by Spartan Food Systems, Inc.; thence with the line of said property S 59-26 W 47.71 feet to an iron pin; thence continuing with the line of said property S 29-31 E 130.93 feet to a point in the center of Cartee Drive, the point of Beginning. **TMS #: WG4-1-36.3**

ALSO: All that piece, parcel or lot of land, situate, lying and being in the State of South Carolina, County of Greenville, located on the southwestern side of White Horse Road, at its intersection with Cartee Drive, containing a total of 1.21 acres according to a Survey prepared for Spartan Food Systems, Inc. by Carolina Surveying Co., dated April 7, 1978, being recorded in the RMC Office for Greenville County in Plat Book 6-0 at Page 73 and having, according to said Plat, the following metes and bounds, to-wit:

BEGINNING at a point in Cartee Drive at its intersection with the southwestern side of White Horse Road, and running thence with Cartee Drive S 58-48 W 337.3 feet to a point; thence continuing with Cartee Drive S 77-04 W 12.8 feet to a point in Cartee Drive at the corner of property now or formerly owned by L. S. Spinks; thence with the line of said property N 29-35 W 150 feet to an iron pin at the corner of property now or formerly owned by L. S. Spinks; thence with the line of said property N 59-27 E 349.6 feet to an iron pin on the southwestern side of White Horse Road; thence with the southwestern side of said road S 27-06 E 5.2 feet to an iron pin; thence continuing with the southwestern side of White Horse Road, S 29-35 E 144.8 feet to a point at the intersection of White Horse Road and Cartee Drive, the point of Beginning. **TMS #: WG4-1-36.1**

ALSO: All that piece, parcel or lot of land situate, lying and being in the State of South Carolina, County of Greenville, lying on the northern side of Cartee Drive, containing 8,426 square feet as shown on a Survey prepared for Spartan Food Systems, Inc. by Carolina Surveying Co., dated December 29, 1978, being recorded in the RMC Office for Greenville County in Plat Book 6-Z at Page 19 and having, according to said Plat the following metes and bounds, to-wit:

BEGINNING at a nail and cap in Cartee Drive at the corner of property now or formerly owned by Spartan Food Systems, Inc. and running thence with Cartee Drive S 77-04 W 62.6 feet to a nail and cap in said Drive; thence with the line of property now or formerly owned by L. S. Spinks N 29-35 W 131 feet to an iron pin at the corner of property now or formerly owned by L. S. Spinks; thence with the line of said property N 59-27 E 60 feet to an iron pin at the corner of property now or formerly owned by Spartan Food Systems, Inc.; thence with the line of said

property S 29-35 E 150 feet to a nail and cap in Cartee Drive, the point of Beginning. **TMS#:
WG4-1-36.3**

This is the same property conveyed to FFCA Acquisition Corporation by Deed of Quincy's Restaurants, Inc. recorded in Deed Book 1798 at Page 691 in the Office of the Register of Deeds for Greenville County on December 10, 1998 and re-recorded in Deed Book 1903 at page 992 in the Office of the Register of Deeds for Greenville County on March 14, 2000.

ALL THAT CERTAIN PIECE, PARCEL OR TRACT OF LAND SITUATE LYING IN
COUNTY OF CLAY AND STATE OF FLORIDA AND BEING MORE
PARTICULARLY DESCRIBED AS FOLLOWS:

A PORTION OF LOTS 1 THROUGH 8, INCLUSIVE, SECTION 24, AS SHOWN ON
MAP OF RIDGEWOOD DIVISION OF ORANGE PARK AS RECORDED IN DEED
BOOK Q, PAGE 663, AND AS ALSO RECORDED IN PLAT BOOK 1, PAGE 23, BOTH
OF THE PUBLIC RECORDS OF SAID COUNTY, WHICH LIES SOUTHEASTERLY OF
BLANDING BOULEVARD (STATE ROAD 21), AND LANDS IN OFFICIAL RECORDS
BOOK 1092 AT PAGE 122, AND LANDS IN OFFICIAL RECORDS BOOK 979 AT
PAGE 558; NORTHEASTERLY OF TANGLEWOOD BOULEVARD AND LANDS IN
OFFICIAL RECORDS BOOK 1092 AT PAGE 122; WESTERLY AND
NORTHWESTERLY OF LANDS AS SHOWN ON PLATS RECORDED IN PLAT BOOK
23, PAGES 73 AND 74, PLAT BOOK 19, PAGES 11 AND 12, AND PLAT BOOK 18,
PAGES 42 AND 43, AND LANDS IN OFFICIAL RECORDS BOOK 979 AT PAGE 558,
ALL OF THE PUBLIC RECORDS OF CLAY COUNTY, FLORIDA, SAID LANDS
BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

Parcel A

A portion of Lots 1 through 8, inclusive, Section 24, a portion of Section 18, a portion of Jefferson Avenue (Closed by Clay County Commissioners Official Records Volume 269, Page 592) and a portion of Kingsley Avenue (Closed by Clay County Commissioners), all as shown on the map of Ridgewood Division of Orange Park, as recorded in Deed Book Q, Page 663, of the public records of Clay County, Florida, and being more particularly described as follows:

Commence at the intersection of the Southwesterly projection of the Southeasterly right of way line of State Road No. 21, (Blanding Boulevard), with the Northwesterly projection of the Northeasterly right of way line of Tanglewood Boulevard (formerly Madison Avenue); thence South 45 degrees 00 minutes 04 seconds East and on said Northeasterly right of way line of Tanglewood Boulevard, 10.00 feet to the point of beginning; thence continue South 45° 00' 04" East and on said Northeasterly right of way line of Tanglewood Boulevard 599.55 feet; thence North 55° 09' 24" East, 2259.70 feet; thence North 55° 32' 22" East, 881.37 feet; thence North 45° 00' 04" West, 610.29 feet to the said Southeasterly right of way line of State Road No. 21, (Blanding Boulevard); said Southeasterly right of way line being in a curve, said curve being concave Southeasterly and having a radius of 57,245.75 feet, thence Southwesterly along and around said curve, said curve being the Southeasterly

right of way line, an arc distance of 773.75 feet, said arc having a central angle of $00^{\circ} 46' 28''$ and being subtended by a chord bearing and distance of South $55^{\circ} 32' 22''$ West, 773.74 feet to the point of tangency of said curve thence continue on said Southeasterly right of way line of State Road No. 21, South $55^{\circ} 09' 24''$ West, 2357.20 feet; thence on a State of Florida, Dept. of Transportation right of way taking line, South $05^{\circ} 04' 41''$ West, 12.83 feet to the point of beginning.

Less and Except those parcels described in Official Records Volume 1092 Page 122, Official Records Volume 979 Page 558, and in Official Records Volume 971 Page 285.

Parcel B

A portion of Section 24, as shown on map of Ridgewood Division of Orange Park as recorded in Deed Book Q, Page 663 of the public records of Clay County, Florida, and being more particularly described as follows:

Commence at the intersection of the Southwesterly projection of the Southeasterly right of way line of State Road No. 21, (Blanding Boulevard) with the Northwesterly projection of the Northeasterly right of way line of Tanglewood Boulevard, (formerly Madison Avenue), thence South $45^{\circ} 00' 04''$ East and on said Northeasterly right of way line of Tanglewood Boulevard, 609.55 feet to the point of beginning; thence continue South $45^{\circ} 00' 04''$ East and on said Northeasterly right of way line, 1,170.89 feet; thence North $44^{\circ} 58' 43''$ East 557.83 feet; thence South $45^{\circ} 00' 04''$ East 600.00 feet; thence North $44^{\circ} 58' 43''$ East, 384.98 feet; thence North $06^{\circ} 06' 14''$ East, 338.93 feet; thence South $83^{\circ} 53' 46''$ East 290.0 feet the proposed West right of way line of a 100 foot right of way for road and power line purposes; thence North $06^{\circ} 06' 14''$ East and on said proposed West right of way line, 1,537.41 feet; thence North $45^{\circ} 00' 04''$ West, 352.42 feet; thence South $55^{\circ} 32' 22''$ West 367.16 feet; thence South $55^{\circ} 09' 24''$ West, 2,259.70 feet to the point of beginning.

Less and Except the parcel described in Official Records Volume 993 Page 174, a portion of which has been platted as Bay Hill Landing Unit 1, in Plat Book 23, Pages 73 and 74, and also that part which has been platted as Jefferson Square, in Plat Book 18, Pages 42 and 43, and also that part which has been platted as Jefferson Square Unit 2, in Plat Book 19, Pages 11 and 12, all of the public records of Clay County, Florida.

Lots 11, 12, 14 & 15, according to the Survey of Millennium Park, as recorded in Map Book 27, page 125 A, B & C, in the Probate Office of Shelby County, Alabama.

Lots 13-A and 13-B, according to the Resurvey of Lot 13, Millennium Park, as recorded in Map Book 32, page 74, in the Probate Office of Shelby County, Alabama.


A part of the Southeast Quarter of Section 36, Township 38 North, Range 4 East, Cleveland Township, Elkhart County, Indiana, more particularly described as follows:

COMMENCING at the Southeast corner of said Section 36; thence due North, along the East line of said Section 36, 1159 feet to the place of beginning of this description; thence due West,

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along the North line of McNaughton Avenue, 720 feet; thence due North, along the East line of Kent Street, 305 feet; thence due East, 720 feet; thence due South, along said East line of said Section 36, 305 feet to the place of beginning of the description.

EXHIBIT B-1


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Description of the Suncoast RV Security Instruments

- (1) a Mortgage dated August 27, 2001, and recorded at Official Records Book 10150, Page 13 in the Public Records of Duval County, Florida, to Lender on real property located at 9012 Beach Boulevard, Jacksonville, Duval County, Florida 32216; 10360 Beach Boulevard, Jacksonville, Duval County, Florida 32246; 4604 Atlantic Boulevard, Jacksonville, Duval County Florida; and 3332 Southside Boulevard, Jacksonville, Duval County, Florida 32216; as modified by that certain Modification of Security Instruments dated September 22, 2004 and recorded in Official Records Book 12080, at Page 2398, in the Public Records of Duval County, Florida; as further modified by that certain Second Modification of Security Instruments, Notice of Future Advance and Spreader Agreement of even date herewith; and
- (2) a Security Deed dated August 27, 2001, and recorded at Deed Book 2083, at Page 94, in the Public Records of Lowndes County, Georgia, to Lender on real property located at 5204-5274 Jewell Futch Road, Lake Park, Lowndes County, Georgia 31636; Jewell Futch Road LL 108, Lake Park, Lowndes County, Georgia 31636; and I-75 Lake Park Campground LL 108 16th Dist Tract I, Lake Park, Lowndes County, Georgia 31636, as modified by that certain Modification of Security Instruments dated September 22, 2004, and recorded in Deed Book 2975, at Page 133, in the Public Records of Lowndes County, Georgia; as further modified by that certain Modification of Security Instruments and Notice of Future Advance of even date herewith.



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EXHIBIT B-2

Description of the Suncoast RV Property

PARCEL A:

10360 BEACH BOULEVARD

Fee Owner: Sun Recreation, Inc.

Lots 1, 2, 3, 4 and 5, Block 8, SOUTHSIDE ESTATES UNIT 2 according to plat thereof recorded in Plat Book 18, pages 57 and 57A, Duval County, Florida.

That certain tract or parcel of land being a part of Section 36, Township 2 South, Range 27 East, Duval County, Florida, being more particularly described as follows:

Beginning at the Northeast corner of Lot 4, Block 8, SOUTHSIDE ESTATES UNIT 2, recorded in Plat Book 18, pages 57 and 57A of the current public records of Duval County, Florida; Thence South 01°50'47" East, along the Easterly line of said Lot 4 and a Southerly prolongation thereof 300.00 feet; Thence North 88°09'00" East 135.13 Feet to a point in the Westerly right of way line of Forest Boulevard (a 60 foot right of way as now established); Thence North 01°50'00" West along the Westerly right of way line 300.00 feet to a point in the Southerly right of way line of Beach Boulevard (a 200 foot right of way as now established); Thence South 88°09'00" West along said Southerly right-of-way line 135.12 feet to the point of beginning.

PARCEL B:

3332 SOUTHSIDE BOULEVARD

Fee Owner: East Coast Properties, The.

A portion of Tract 1, as shown on the plat of Southside Estates Unit No. 24, as recorded in Plat Book 24, page 25, of the current public records of Duval County, Florida and being more particularly described as follows:

BEGIN at the Northwest corner of said Tract 1, the same being the Southwest corner of Lot 8, Block 17 Southside Estates Unit No. 3, as recorded in Plat Book 18, page 74, of said current public records; thence South 05°35'20" East along the Westerly line of said

Tract 1, a distance of 358.02 feet; thence South 80°13'40" East, 524.59 feet; thence North 00°42'51" West, 45.05 feet; thence North 89°43'09" East, 76.76 feet to a point situate, in the Westerly right of way line of the limited access right of way for Southside Boulevard and/or State Road. No. 16, according to the Florida Department of Transportation Right of Way Maps, Section 72040-2551, said right of way line being a curve concave Westerly having a radius of 17,057.73 feet; thence Northerly along and around the arc of said curve and along last said line, 27.61 feet, said arc being subtended by a chord bearing and. distance of North 01°38'05" East, 27.61 feet; thence North 88°24'42" West and continuing along last said line, 31.00 feet to its intersection with arc the of a curve concave Westerly and having a radius of 17,026.73 feet; thence Northerly along and around the arc of said curve and continuing along last said line 71.39 feet, to a point situate in the Southerly right of way line of the Southwest access Cloverleaf connecting Beach Boulevard to said Southside Boulevard; thence South 39°43'20" West along last said line, 102.85 feet to the point of curvature of a curve concave Northeasterly and having a radius of 317.00 feet; thence Northwesterly along and around the arc of said curve and continuing along last said line 479.05 feet, said arc being subtended by a chord bearing and distance of North 46°59'06" West, 434.75 feet to a point situate in the Southerly line of Lot 2, Block 17 of said Southside Estates Unit No. 3; thence South 89°41'40" West along last said line and along the Southerly line of said. Lot 3, Block 17 and along the Northerly line of said Tract 1, a distance of 178.48 feet to the POINT OF BEGINNING.


PARCEL C:

9012 BEACH BOULEVARD
Fee Owner: East Coast Properties, Inc.

A portion of the Richard Mill Grant Section 52, Township 2 South, Range 27 East, Duval County, Florida, said portion being more particularly described as follows:

For a point of beginning commence at the intersection of the Easterly line of said Section 52, with the Southerly right of way line of Beach Boulevard (200.00 foot right of way as now established) and run South 05°35'20" East, along said Easterly line of Section 52, a distance of 570.67 feet to an iron pipe set on the Easterly prolongation of the Northerly line of Lot 7, Commissioner's Subdivision of the Bartley Estates, as recorded in Plat Book 7, page 24 of the current public records of Duval County, Florida; run thence North 83°25'30" West, along said Easterly prolongation and along the Northerly line of said Lot 7, a distance of 329.98 feet to an iron pipe; run thence North 00°50'10" West, a distance of 562.57 feet to an iron pipe set on the Southerly right of way line of said Beach Boulevard, run thence South 88°26'30" East, along said Southerly right of way line of Beach Boulevard, a distance of 282.30 feet to the POINT OF BEGINNING.

TRACT 1


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All that tract or parcel of land situate, lying and being in Land Lot 108 of the 16th Land District of Lowndes County, Georgia, and being more particularly described as follows:

Commencing at the intersection of the Land Lot line between Land Lot 108 and Land Lot 109 and the northeast line of Tract 3, which is the right-of-way of Jewell Futch Road (a private road) as shown on that certain plat of survey entitled "Carolina Pottery Outlet Center" dated April 26, 1989, prepared by Ben Devane, Registered Land Surveyor, and recorded in Plat Record Book 33, page 264, Public Records of Lowndes County, Georgia and running thence along the right-of-way of said private road South 35 degrees 40 minutes 29 seconds East a distance of 118.68 feet to a point marked by a concrete monument; thence South 89 degrees 55 minutes 38 seconds East for a distance of 903.77 feet to a point marked by a concrete monument; thence South 55 degrees 06 minutes 59 seconds East for a distance of 33.54 feet to a point marked by a concrete monument; thence South 43 degrees 17 minutes 46 seconds East for a distance of 152.36 feet to a point; thence South 43 degrees 17 minutes 43 seconds East for a distance of 50.20 feet to a point marked by a concrete monument; thence along a curve to the right having a radius of 5579.58 feet and an arc distance of 887.51 feet, being subtended by a chord of South 38 degrees 21 minutes 29 seconds East for a distance of 886.57 feet to a point marked by a concrete monument; thence South 33 degrees 52 minutes 35 seconds East a distance of 12.54 feet to a point; thence South 53 degrees 55 minutes 29 seconds West a distance of 60.04 feet to the POINT OF BEGINNING.

THENCE South 53 degrees 53 minutes 31 seconds West for a distance of 226.61 feet to a point;

THENCE South 43 degrees 55 minutes 52 seconds West for a distance of 214.62 feet to a point located on the easterly right-of-way margin of a public road having a 50 foot right-of-way known and designated as De Lavonti Road;

THENCE proceeding along the right-of-way margin of De Lavonti Road North 36 degrees 26 minutes 16 seconds West for a distance of 130.84 feet to a point;

THENCE proceeding along the right-of-way margin of De Lavonti Road North 49 degrees 42 minutes 08 seconds West for a distance of 161.50 feet to a point;

THENCE proceeding along the right-of-way margin of De Lavonti Road North 62 degrees 49 minutes 59 seconds West for a distance of 161.28 feet to a point;

THENCE proceeding along the right-of-way margin of De Lavonti Road North 76 degrees 17 minutes 71 seconds West for a distance of 165.81 feet to a point;

THENCE North 70 degrees 29 minutes 34 seconds West for a distance of 182.61 feet to a point;

THENCE proceeding along the right-of-way margin of De Lavonti Road North 54 degrees 25 minutes 02 seconds West for a distance of 57.90 feet to a point;

THENCE Proceeding along the right-of-way margin of De Lavonti Road North 44 degrees 12 minutes 57 seconds West for a distance of 46.98 feet to a point;

THENCE North 31 degrees 55 minutes 22 seconds East for a distance of 221.31 feet to a point;

THENCE North 21 degrees 39 minutes 10 seconds West for a distance of 37.50 feet to a point;

THENCE North 21 degrees 19 minutes 59 seconds West for a distance of 37.20 feet to a point;

THENCE North 53 degrees 55 minutes 17 seconds East for a distance of 521.60 feet to a point;

THENCE South 43 degrees 27 minutes 49 seconds East for a distance of 37.47 feet to a point;

THENCE along a curve to the right having a radius of 5519.58 feet and an arc length of 878.11 feet, being subtended by a chord of South 38 degrees 21 minutes 29 seconds East for a distance of 877.19 feet to a point;

THENCE South 33 degrees 07 minutes 42 seconds East for a distance of 14.75 feet to the POINT OF BEGINNING.

Said tract of land consists of 12.495 acres, more or less, and is more particularly depicted as Tract One (1) on that certain Property Plat prepared by DeVane PlanEng, dated April 26, 1989, drawing number 4232-C-82, and recorded in Plat Record Book 33, Page 264, in the office of the Clerk of the Superior Court of Lowndes County, Georgia. And further delineated on that plat of survey made by Albert E. Slone, entitled "ALTA/ACSM SURVEY FOR: KPT PROPERTIES, L.P.", dated March 7, 2000, revised September 5, 2000, drawing number 2273-ALTA.DWG.

EASEMENTS:

TOGETHER WITH THE FOLLOWING:

- (a) A perpetual and non-exclusive easement for ingress and egress over, under and across the property therein describe, which property abuts both the above described property and Georgia Highway 376, described in that certain roadway casement, construction and maintenance agreement for Benjamin F. Futch, to Carolina & Associates-II (Valdosta) dated April 26, 1989, and recorded in Deed Book 678, Page 188, public records of Lowndes County, Georgia.
- (b) A reciprocal cross access and parking casement contained in paragraph 2 of that certain declaration of restrictions and casements between Benjamin F. Futch, and Carolina & Associates-II (Valdossta) dated April 26, 1989, and recorded in Deed Book 678, Page 166, public records of Lowndes County, Georgia.
- (c) Drainage easements contained in paragraph 3 of that certain declaration of restrictions and easements between Benjamin F. Futch and Carolina & Associates-II (Valdosta),

dated April 26, 1989, and recorded in Deed Book 678, Page 166, public records of Lowndes County, Georgia.

- (d) An access casement pursuant to the Rear Access Easement dated April 26, 1989, recorded in Deed Book 678, page 198, aforesaid records.

TRACT 2

LEGAL DESCRIPTION

ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN LAND LOT 108 OF THE 16TH LAND DISTRICT, LOWNDES COUNTY, GEORGIA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE WEST LINE OF LAND LOT 108 OF THE 16TH LAND DISTRICT AND THE NORTH RIGHT OF WAY LINE OF JEWELL FUTCH ROAD AND RUNNING THENCE SOUTH 35 DEGREES 40 MINUTES 29 SECONDS EAST FOR A DISTANCE OF 118.68 FEET TO A POINT; THENCE SOUTH 89 DEGREES 55 MINUTES 38 SECONDS EAST FOR A DISTANCE OF 263.01 FEET TO A POINT; THENCE SOUTH 06 DEGREES 18 MINUTES 26 SECONDS WEST FOR A DISTANCE OF 5.64 FEET TO A POINT; THENCE SOUTH 06 DEGREES 18 MINUTES 26 SECONDS WEST FOR A DISTANCE OF 60.00 FEET TO A POINT; THENCE SOUTH 83 DEGREES 41 MINUTES 34 SECONDS EAST FOR A DISTANCE OF 191.94 FEET TO THE POINT OF BEGINNING;

THENCE South 83 degrees 41 minutes 34 seconds East for a distance of 483.00 feet TO A POINT

THENCE along a curve to the right having a radius of 105.91 feet and an arc length of 74.67 feet. being subtended by a chord of South 63 degrees 29 minutes 40 seconds East for a distance of 73.13 feet TO A POINT

THENCE South 43 degrees 17 minutes 48 seconds East for a distance of 12.36 feet TO A POINT

THENCE South 53 degrees 55 minutes 29 seconds West for a distance of 521.55 feet TO A POINT

THENCE South 21 degrees 25 minutes 10 seconds East for a distance of 37.32 feet TO A POINT

THENCE South 21 degrees 25 minutes 10 seconds East for a distance of 37.40 feet TO A POINT

THENCE South 31 degrees 55 minutes 29 seconds West for a distance of 221.31 feet TO A POINT

THENCE North 44 degrees 12 minutes 53 seconds West for a distance of 30.90 feet TO A POINT

THENCE North 44 degrees 12 minutes 53 seconds West for a distance of 21.81 feet TO A POINT

THENCE North 35 degrees 58 minutes 59 seconds West for a distance of 105.82 feet TO A POINT

THENCE North 39 degrees 50 minutes 08 seconds West for a distance of 107.13 feet TO A POINT

THENCE North 48 degrees 59 minutes 42 seconds West for a distance of 47.35 feet TO A POINT



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THENCE North 38 degrees 19 minutes 52 seconds East for a distance of 61.23 feet TO
A POINT

THENCE North 51 degrees 40 minutes 08 seconds West for a distance of 23.55 feet TO
A POINT

THENCE North 21 degrees 24 minutes 28 seconds East for a distance of 386.49 feet
TO A POINT OF BEGINNING.

Together with and subject to covenants, easements, and restrictions of record.

Said property contains 4.9712 acres more or less.

TRACT 3

All that tract or parcel of land situate, lying and being in Land Lot No. 108 in the 16th Land District of Lowndes County, Georgia, and being more particularly described as being all of that certain 17.3392 acre tract of land depicted as "Tract 1", as shown on that certain map or plat of survey, prepared by Ben DeVane, Georgia Registered Land Surveyor #1504, dated September 22, 1997, and as recorded in Plat Cabinet A, at Page 525, of the deed records of the Clerk of the Superior Court of Lowndes County, Georgia, to which map plat of survey and the record whereof reference is hereby made for all purposes of legal description.

TOGETHER ALSO WITH a non-exclusive ingress/egress easement over, through and across that certain 2.4339 acres depicted as "Tract 2" upon the aforesaid plat of survey, reference to which is hereby made.

A part of Tract C, SOUTHSIDE ESTATES, Unit 19, according to the plat thereof recorded in Plat Book 22, page 92, of the current public records of Duval County, Florida, described in O.R. Volume 2398, page 175, and also described as follows:

BEGINNING at a 1/2" iron pipe at the Northeast corner of said Tract C at the intersection of the Southerly right-of-way line of S.R.212 (U.S. 90 or Beach Blvd.) and the West right-of-way line of Eve Drive East (formerly Evelyn Drive East) extending thence South 1 degree 33 minutes East along the Westerly right-of-way line of Eve Drive East a distance of 199.65 feet to an iron pipe at the point of a curve; continue thence Southerly along the Westerly right-of-way line of said Eve Drive East along the arc of the curve concave to the East and having a radius of 231.32 feet a chord distance of 0.35 feet to an iron pipe, the bearing of the aforementioned chord being South 1 degree 35 minutes 36 seconds East; thence South 88 degrees 7 minutes West parallel to the Southerly right-of-way line of S.R. 212, a distance of 200 feet to a 1/2" iron pipe; thence North 1 degree 33 minutes West, a distance of 200 feet to a 1/2" iron pipe set in the Southerly right-of-way line of said S.R. 212; and thence North 88 degrees 7 minutes East along said right-of-way line, a distance of 200 feet to the beginning.