UNITED STATES BANKRUPTCY COURT
MIDDLE DISTRICT OF FLORIDA
TAMPA DIVISION

In re:

T & N BRICKS, INC.

Debtor.
_____/

CASE NO. 8:05-bk-08140-PMG
CHAPTER 7

FINAL JUDGMENT AND
ORDER GRANTING MOTION TO COMPEL COMPLIANCE WITH
ORDER GRANTING MOTION TO APPROVE COMPROMISE
OF CONTROVERSY AND GRANTING MORTGAGE
(Adversary Proceeding 8:06-ap-159)

THIS CASE came on for hearing on December 1, 2006, at 9:00 a.m., upon the Motion to Compel Compliance with Order Granting Motion to Approve Compromise of Controversy (Doc. 29) ("Motion") filed by V. John Brook, Jr. Chapter 7 Trustee. The Court notes that there was no responsive pleading to the Motion filed by Thomas A. Smircic ("Smircic"), as president of the Debtor, or Brick Paving of West Florida, Inc. ("Brick Paving") For the reasons stated orally and recorded in open court that shall constitute the decision of the Court, it is

ORDERED, ADJUDGED, and DECREED that

1. The Motion is hereby GRANTED;

2. Final Judgment in the amount of $25,000 is entered in favor of V. John Brook, Jr., as Trustee, and against Thomas A. Smircic, as president and sole control person of the Debtor, and Brick Paving of West Florida, Inc. for which let execution issue.

3. To secure the payment described in paragraph 2 herein, V. John Brook, Jr., Chapter 7 Trustee shall have and is hereby granted a mortgage, in the form attached as **Exhibit**

"A" to this Order; and terms of the mortgage are incorporated herein as if fully set forth, on real property located at 2430 S. 58th Street, Tampa Florida, and more particularly described as follows:

> That part of the South 100.0 feet of the North 388.0 feet of Tract 15 in the Southeast ¼ of Section 27, Township 29 South, Range 19 East of South Tampa, according to the map or plat thereof as recorded in Plat Book 6, Page 3, of the Public Records of Hillsborough County, Florida, described as follows: From the Northwest corner of said Tract 15 run southerly on the West line a distance of 288.0 feet to the POINT OF BEGINNING, thence Southerly on the West line 100.0 feet, thence East along a line parallel to 388.0 feet South on the North line a distance of 259.15 feet more or less to the center of a creek, thence Northeasterly along center of creek 133.57 feet to a point 288.0 feet South of the North line, thence West 348.70 feet more or less to the POINT OF BEGINNING.

DONE AND ORDERED at Tampa, Florida on January 25, 2007.

PAUL M. GLENN
Chief United States Bankruptcy Judge

cc:
V. John Brook, Jr., Chapter 7 Trustee, 2520 M.L.K. St. No., St. Petersburg, FL 33704
Herbert R. Donica, Esq., 106 S. Tampania Avenue, Suite 250, Tampa, FL 33609
Assistant U.S. Trustee, 501 E. Polk St., Suite 1200, Tampa, FL 33602
T & N Bricks, Inc., c/o Thomas A. Smircic, President, 2430 S. 58th Street, Tampa, FL 33619
Thomas A. Smircic, 2430 S. 58 Street, Tampa, FL 33619
Brick Paving of West Florida, Inc., c/o Thomas A. Smircic, President, 2430 S. 58th Street, Tampa, FL 33619

PREPARED BY AND RETURN TO:

Donica Law Firm, P.A.
106 S. Tampania Ave.
Suite 250
Tampa, FL 33609

THIS IS A BALLOON MORTGAGE AND THE FINAL PRINCIPAL PAYMENT OR THE PRINCIPAL BALANCE DUE UPON MATURITY IS $25,000, TOGETHER WITH ACCRUED INTEREST, IF ANY, AND ALL ADVANCEMENTS MADE BY THE TRUSTEE UNDER THE TERMS OF THIS MORTGAGE.

MORTGAGE AND SECURITY AGREEMENT

THIS MORTGAGE AND SECURITY AGREEMENT ("Mortgage"), is executed and delivered as of _____, 2006 by and between THOMAS A. SMIRCIC, an individual, whose address is 2430 S. 58th Street, Tampa, FL 33619 ("Grantor") and V. JOHN BROOK, JR., CHAPTER 7 TRUSTEE ("Trustee"), whose address is 2520 Dr. MLK Jr. Street North, St. Petersburg, FL 33704, as trustee of the bankruptcy estate of T & N Bricks, Inc., Case No. 8:05-bk-08140-PMG, Middle District of Florida, Tampa Division.

W I T N E S S E T H:

That in consideration of the premises and in order to secure the payment of both the principal and any other sums payable on the Note (as hereinafter defined) and this Mortgage, Granter hereby grants, sells, warrants, aliens, remises, releases, conveys, assigns, transfers, mortgages and sets over and confirms unto the Trustee, all of Grantor's estate, right, title and interest in, to and under all that certain real property (the "Property") situated in Hillsborough County, Florida and more particularly described as:

> **That part of the South 100.0 feet of the North 388.0 feet of Tract 15 in the Southeast ¼ of Section 27, Township 29 South, Range 19 East of South Tampa, according to the map or plat thereof as recorded in Plat Book 6, Page 3, of the Public Records of Hillsborough County, Florida, described as follows: From the Northwest corner of said Tract 15 run southerly on the West line a distance of 288.0 feet to the POINT OF BEGINNING, thence Southerly on the West line 100.0 feet, thence East along a line parallel to 388.0 feet South on the North line a distance of 259.15 feet more or less to the center of a creek, thence Northeasterly along center of creek 133.57 feet to a point 288.0 feet South of the North line, thence West 348.70 feet more or less to the POINT OF BEGINNING.**

TOGETHER WITH all improvements now or hereafter located on said Property and all fixtures, appliances, apparatus, equipment, heating and air conditioning equipment, machinery and articles of personal property and replacements thereof (other than those owned by any lessees of said Property) now or hereafter affixed to, attached to, placed upon, or used in any way in connection with the complete and comfortable use, occupancy, or operation of said Property, all licenses and permits used or required in connection with the use of said Property, all leases of said Property now or hereafter entered into and all right, title and interest of Grantor thereunder, including without limitation, cash or securities deposited thereunder pursuant to said leases, and all rents, issues, proceeds, and profits accruing from said Property and together with all proceeds of the conversion, voluntary or involuntary, of any of the foregoing into cash or liquidated claims, including without limitation, proceeds of insurance and condemnation awards (the foregoing said Property, tangible and intangible personal property hereinafter referred to as the "Mortgaged Property"). Grantor hereby grants to Trustee a security interest in the foregoing described tangible and intangible personal property.

TO HAVE AND TO HOLD the Mortgaged Property, together with all and singular the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining and the reversion and reversions thereof and all the estate, right, title, interest, homestead, dower and right of dower, separate estate, possession, claim and demand whatsoever, in law and in equity, of Grantor and unto the same, and every part thereof, with the appurtenances of Grantor in and to the same, and every part and parcel thereof unto Lender.

Grantor warrants that Grantor has a good and marketable title to an indefeasible fee estate in the Mortgaged Property subject to no other lien, charge or encumbrance except such as Trustee has agreed to accept in writing and Grantor covenants that this Mortgage is and will remain a valid and enforceable mortgage on the Mortgaged Property. Grantor has full power and lawful authority to mortgage the Mortgaged Property in the manner and form herein done or intended to be done or intended hereafter to be done. Grantor will preserve such title and will forever warrant and defend the same to Trustee and will forever warrant and defend the validity and priority of the lien hereof against the claims of all persons and parties whomsoever.

Grantor will, at the cost of Grantor and without expense to the Trustee, execute, acknowledge and deliver all and every such further acts, deeds, conveyances, mortgages, assignments, notices of assignment, transfers and assurances as the Trustee shall from time to time require in order to preserve the priority of the lien of this Mortgage or to facilitate the performance of the terms hereof.

PROVIDED, HOWEVER, that if Grantor shall pay to the Trustee and satisfy: (i) the indebtedness in the principal sum of TWENTY FIVE THOUSAND and NO/100 DOLLARS ($25,000) as evidenced by that certain Promissory Note dated the same date as this mortgage or any renewal or replacement thereof (hereinafter collectively referred to as the "Note"), executed by Grantor and payable to the order of the Trustee, upon the terms as provided therein; and (ii) all other sums advanced by the Trustee to or on behalf of Grantor pursuant to the Note or this Mortgage, which Note contains provisions for payment of costs of collection including attorneys' fees, in the Event of Default, as described herein, waives presentment for payment, notice of nonpayment, protest and notice of protest, and consents to the extension from time to time of the time of payment without notice, and all of the terms of which Note is hereby incorporated by

reference and made a part hereof, and of any renewal, extension or modification, thereof and of this Mortgage, then this Mortgage and the estate hereby created shall cease and terminate.

Grantor further covenants and agrees with the Trustee as follows:

1. To pay all sums as provided for in the Note and any renewal, extension or modification thereof and in this Mortgage, with all such sums to be payable in lawful money of the United States of America at the Trustee's aforesaid address, or at such other place as the Trustee may designate in writing.

2. To pay when due, and without requiring any notice from the Trustee, all taxes, assessments of any type or nature and other charges levied or assessed against the Mortgaged Property or this Mortgage and produce receipts therefore upon demand. To immediately pay and discharge any claim, lien or encumbrance against the Mortgaged Property which may be or become superior to this Mortgage and to permit no Event of Default or delinquency on any other lien, encumbrance or charge against the Mortgaged Property.

3. To promptly pay all taxes and assessments assessed or levied under and by virtue of any state, federal, or municipal law or regulation hereafter passed, against the Trustee upon this Mortgage or the debt hereby secured, or upon its interest under this Mortgage, provided however, that the total amount so paid for any such taxes pursuant to this paragraph together with the interest payable on said indebtedness shall not exceed the highest lawful rate of interest in Florida and provided further that in the event of the passage of any such law or regulation imposing a tax or assessment against the Trustee upon this Mortgage or the debt secured hereby, that the entire indebtedness secured by this Mortgage shall thereupon become immediately due and payable at the option of the Trustee.

4. To keep the Mortgaged Property insured against loss or damage by fire, and all perils insured against by an extended coverage endorsement, and such other risks and perils as Trustee in his reasonable discretion may require. The policy or policies of such insurance shall be in the form in general use from time to time in the locality in which the Mortgaged Property is situated, shall be in such amount as the Trustee may reasonably require, shall be issued by a company or companies approved by the Trustee, and shall contain a standard lender clause with loss payable to the Trustee. Whenever required by the Trustee, such policies shall be delivered immediately to and held by the Trustee. Upon exercise of the power of sale given in this Mortgage or other acquisition of the Mortgaged Property or any part thereof by the Trustee, such policies shall become the absolute property of Trustee.

6. To maintain the Mortgaged Property in good condition and repair, including but not limited to the making of such repairs as the Trustee may from time to time determine to be necessary for the preservation of the Mortgaged Property and to not commit or permit any material waste thereof, and the Trustee shall have the right to inspect the Mortgaged Property on reasonable notice to Grantor.

7. To first obtain the written consent of the Trustee, such consent to be granted or withheld at the sole discretion of the Trustee, before (a) removing or demolishing any building now or hereafter erected on the premises, (b) altering the arrangement, design or structural character thereof, (c) making any repairs which involve the removal of structural parts or the exposure of the

interior of such building to the elements, (d) cutting or removing or permitting the cutting and removal of any trees or timber on the Mortgaged Property, (e) removing or exchanging any tangible personal property which is part of the Mortgaged Property except in the ordinary course of business, or (f) entering into or modifying any leases of the Mortgaged Property, except in the ordinary course of business, or (g) encumbering, selling or otherwise disposing of the Mortgaged Property or any substantial part thereof.

8. To comply with all laws, ordinances, regulations, covenants, conditions and restrictions affecting the Mortgaged Property, and not to suffer or permit any violation thereof.

9. If Grantor fails to pay or discharge any claim, lien or encumbrance which is superior to this Mortgage, other than those of record, or when due, any tax or assessment or insurance premium, or to keep the Mortgaged Property in repair, or shall commit or permit material waste, or if there be commenced any action or proceeding affecting the Mortgaged Property or the title thereto, or the interest of the Trustee therein, including, but not limited to, eminent domain and bankruptcy or reorganization proceedings, then the Trustee, at his option, may pay said claim, lien, encumbrance, tax, assessment or premium, with right of subrogation thereunder, may make such repairs and take such steps as it deems advisable to prevent or cure such material waste, and may appear in any such action or proceeding and retain counsel therein, and take such action therein as the Trustee deems advisable, and for any of such purposes the Trustee may advance such sums of money, including all costs, reasonable attorneys' fees and other items of expense as it deems necessary. The Trustee shall be the sole judge of the legality, validity and priority of any such claim, lien, encumbrance, tax, assessment and premium and of the amount necessary to be paid in satisfaction thereof. The Trustee shall not be held accountable for any delay in making any such payment, which delay may result in any additional interest, costs, charges, expenses or otherwise. All sums which may be advanced by the Trustee pursuant to this paragraph shall be secured by the lien of this Mortgage and shall bear interest at the rate provided herein.

10. Grantor will pay to Trustee, immediately and without demand, all sums of money advanced by Trustee to protect the security hereof pursuant to this Mortgage, including all costs, reasonable attorney's fees and other items of expense, together with interest on each such advancement at the default rate of interest set forth in the Note, and all such sums and interest thereon shall be secured hereby.

11. If an Event of Default shall occur in payment of any installment of principal or interest of the Note or any part thereof when due, subject to any applicable grace period, or in payment, when due, or any other sum secured hereby, or in performance of any of Grantor's obligations, covenants or agreements hereunder, subject to any applicable grace period, all of the indebtedness secured hereby shall become and be immediately due and payable at the option of the Trustee, without notice or demand which are hereby expressly waived, in which event the Trustee may avail itself of all rights and remedies, at law or in equity, and this Mortgage may be foreclosed with all rights and remedies afforded by the laws of Florida and Grantor shall pay all costs, charges and expenses thereof, including a reasonable attorney's fee, including all such costs, expenses and attorney's fees for any retrial, rehearing or appeals. The indebtedness secured hereby shall bear interest at the default rate set forth in the Note from and after the date of any such Event of Default of Grantor. If the Note provides for installment payments, the Trustee may, at his option, collect a late charge as may be provided for in the Note, to reimburse the Trustee for expenses in collecting and servicing such installment payments.

12. If an Event of Default shall occur in payment, when due, of any indebtedness secured hereby, or in performance of any of Grantor's obligations, covenants or agreement hereunder and provided that no law is broken and subject to the right of the tenant under a lease:

(a) The Trustee is authorized at any time, without notice, in its sole discretion to enter upon and take possession of the Mortgaged Property or any part thereof, to perform any acts the Trustee deems necessary or proper to conserve the security and to collect and receive all rents, issues and profits thereof, including those past due as well as those accruing thereafter; and

(b) The Trustee shall be entitled, as a matter of strict right, without notice and ex parte, and without regard to the value or occupancy of the security, or the solvency of Grantor, or the adequacy of the Mortgaged Property as security for the Note, to have a receiver appointed to enter upon and take possession of the Mortgaged Property, collect the rents and profits therefrom and apply the same as the court may direct, such receiver to have all the rights and powers permitted under the laws of Florida.

In either such case, the Trustee or the receiver may also take possession of, and for these purposes use, any and all personal property that is a part of the Mortgaged Property and used by Grantor in the rental or leasing thereof or any part thereof. The expense (including receiver's fees, counsel fees, costs and agent's compensation) incurred pursuant to the powers herein contained shall be secured hereby. The Trustee shall (after payment of all costs and expenses incurred) apply such rents, issues and profits received by it on the indebtedness secured hereby in such order as the Trustee determines. The right to enter and take possession of the Mortgaged Property, to manage and operate the same, and to collect the rents, issues and profits thereof, whether by a receiver or otherwise, shall be cumulative to any other right or remedy hereunder or afforded by law, and may be exercised concurrently therewith or independently thereof. The Trustee shall be liable to account only for such rents, issues and profits actually received by the Trustee.

13. If the indebtedness secured hereby is now or hereafter further secured by chattel mortgages, security interests, financing statements, pledges, contracts of guaranty, assignments of leases, or other securities, or if the Mortgaged Property hereby encumbered consists of more than one parcel of real property, the Trustee may at his option exhaust any one or more of said securities and security hereunder, or such parcels of the security hereunder, either concurrently or independently, and in such order as it-may determine.

14. No delay by the Trustee in exercising any right or remedy hereunder, or otherwise afforded by law, shall operate as a waiver thereof or preclude the exercise thereof during the continuance of any Event of Default hereunder. No waiver by the Trustee of any Event of Default shall constitute a waiver of or consent to subsequent events of defaults. No failure of the Trustee to exercise any option herein given to accelerate maturity of the debt hereby secured, no forbearance by Trustee before or after the exercise of such option and no withdrawal or abandonment of foreclosure proceedings by Trustee shall be taken or construed as a waiver of its right to exercise such option or to accelerate the maturity of the debt hereby secured by reason of any past, present or future Event of Default on the part of Grantor; and, in like manner, the procurement of insurance or the payment of taxes or other liens or charges by the Trustee shall not be taken or construed as a waiver of its right to accelerate the maturity of the debt hereby secured.

15. Without affecting the liability of Grantor or any other person (except any person expressly released in writing) for payment of any indebtedness secured hereby or for performance of any obligation contained herein, and without affecting the rights of the Trustee with respect to any security not expressly released in writing, the Trustee may, at any time and from time to time, either before or after the maturity of said Note, and without notice or consent:

(a) Release any person liable for payment of all or any part of the indebtedness or for performance of any obligation.

(b) Make any agreement extending the time or otherwise altering the terms of payment of all or any part of the indebtedness, or modifying or waiving any obligation, or subordinating, modifying or otherwise dealing with the lien or charge hereof.

(c) Exercise or refrain from exercising or waive any right the Trustee may have.

(d) Accept additional security of any kind.

(e) Release or otherwise deal with any property, real or personal, securing the indebtedness, including all or any part of the Mortgaged Property.

16. Any agreement herewith made by Grantor and the Trustee pursuant to this Mortgage shall be superior to the rights of the holder of any intervening lien or encumbrance.

17. If the Mortgaged Property or any material part thereof is damaged or destroyed by fire, by condemnation, or any other cause, Grantor will give immediate written notice of the same to the Trustee. In the event that any portion or portions of the Mortgaged Property are damaged or destroyed by fire or by any other casualty or are taken through any condemnation proceeding, and such damage, destruction or taking results in the need for repair, rebuilding, or restoration work to be performed on the Mortgaged Property (such repair, rebuilding, or restoration is referred to herein as the "Work"), the Trustee shall allow Grantor to use the amount by which the proceeds of all insurance policies or condemnation awards collected with respect to such damage or destruction (except such amounts as are attributable to a loss of rents) exceed the cost, if any, to the Trustee for the recovery of such proceeds (said net amount is defined herein as the "Reconstruction Funds"), to perform the Work, so long as the following conditions have been met:

(a) No default exists hereunder, under the Note, or under the documents given as security for the Note (the "Loan Documents") which remains uncured after the expiration of any applicable grace periods;

(b) Grantor shall have delivered evidence satisfactory to the Trustee that the improvements may be reconstructed in accordance with all applicable zoning and building codes, and all rules, regulations, and ordinances of all applicable governmental authorities and that, upon completion of the Work, the condition of the improvements will be at least equal in value and general utility to that which existed immediately prior to such casualty or condemnation;

(c) Grantor shall have delivered evidence satisfactory to the Trustee that sufficient funds, including the Reconstruction Funds, are available to perform the Work and that the Work is capable of completion prior to the then effective maturity date of the Note;

(d) Grantor shall have delivered evidence satisfactory to the Trustee that business interruption or income insurance proceeds payable to Grantor as a result of the damage or destruction or income from the Mortgaged Property, or that sources other than the Reconstruction Funds are sufficient to cover payments of debt service, costs, and expenses on the Note during the period the Work is to be performed; and

(e) The Trustee shall be satisfied that it will not incur any liability to Grantor as a result of such use or release of insurance proceeds.

18. In the event of any condemnation proceedings related to any of the Mortgaged Property, the Trustee shall be under no obligation to question the amount of any such award or compensation and may accept the sale in the amount in which the same shall be paid. In any such condemnation proceedings, the Trustee may be represented by counsel selected by the Trustee.

19. Grantor represents and warrants that if a corporation, it is duly organized and validly existing, in good standing under the laws of the state of its incorporation, has stock outstanding which has been duly and validly issued, and is qualified to do business and is in good standing in the State of Florida, with full power and authority to consummate the loan contemplated hereby; and, if a partnership, it is formed and validly existing, and is fully qualified to do business in the State of Florida; with full power and authority to consummate the loan contemplated hereby.

20. The covenants and agreements herein contained shall bind and the benefits and advantages shall inure to the respective successors and assigns of the parties hereto. Wherever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders. All covenants, agreements and undertakings shall be joint and several.

21. If all or any part of the Property or any legal or equitable interest therein is sold, transferred or conveyed other than leases in normal course of business, by Grantor without the Trustee's prior written consent, all sums secured by this Mortgage shall be immediately due and payable and the Trustee may exercise all of the rights and remedies provided in this Mortgage and the Note secured hereby. The sale, transfer or conveyance of any part of the Property or any legal or equitable interest therein shall be conclusively and irrefutably presumed to jeopardize the security and collateral of the Trustee and as consideration for the making of the loan secured by this Mortgage, Grantor agrees that in any court proceeding brought to enforce the provisions of this paragraph Grantor shall waive any legal or equitable defenses that would preclude enforcement of this paragraph, including but without limitation, that the transfer of the Property has not resulted in an impairment to Trustee's security or that this paragraph constitutes an unreasonable restraint or alienation.

22. The Grantor agrees to have no additional or secondary or supplementary financing and no other lien, charge, or security interest upon or affecting any of the Mortgaged Property (real or personal, tangible or intangible) in which Trustee has a security interest.

23. In the event any one or more of the provisions contained in this Mortgage or in the Note shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall, at the option of the Trustee, not affect any other provisions of this Mortgage, but this Mortgage shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein or therein. The total interest payable pursuant to the Note or this Mortgage shall not in any one year exceed the highest lawful rate of interest provided by law.

24. It is agreed that if any of the Property herein mortgaged is of a nature so that a security interest therein can be perfected under the Uniform Commercial Code, this instrument shall constitute a Security Agreement and Grantor agrees to join with the Trustee in the execution of any financing statements and to execute any other instruments that may be required for the perfection or renewal of such security interest under the Uniform Commercial Code.

25. Grantor represents and warrants to the Trustee, and the Trustee specifically relies on such representations and warranties as follows:

(a) Environmental condition of Property; Indemnification. Grantor warrants and represents to the best of its knowledge to the Trustee after appropriate inquiry and investigation that: i) while the the Trustee has any interest in or lien on the Property, the Property described herein is and at all times hereafter will continue to be in full compliance with all federal, state and local environmental laws and regulations, including but not limited to, the Comprehensive Environmental Response, Compensation and Liability Act of 1980 ("CERCLA"), Public Law No. 96-510, 94 Stat. 2767, 42 USC 9601 et sea, and the Superfund Amendments and Reauthorization Act of 1986 (SARA), Public Law No. 99-499, 100 Stat. 1613, and ii) (1) as of the date hereof there are no hazardous materials, substances, wastes or other environmentally regulated substances (including without limitation, any materials containing asbestos) located on, in or under the Property or used in connection therewith, or (2) Grantor has fully disclosed to the Trustee in writing the existence, extent and nature of any such hazardous materials, substances, wastes or other environmentally regulated substances, which Grantor is legally authorized and empowered to maintain on, in or under the Property or use in connection therewith, and Grantor has obtained and will maintain all licenses, permits and approvals required with respect thereto, and is in full compliance with all of the terms, conditions and requirements of such licenses, permits and approvals. Grantor further warrants and represents that it will promptly notify the Trustee of any change in the nature or extent of any hazardous materials, substances or wastes maintained on, in or under the Property or used in connection therewith, and will transmit to the Trustee copies of any citations, orders, notices or other material governmental or other communication received with respect to any other hazardous materials, substances, wastes or other environmentally regulated substances affecting the Property.

Grantor shall indemnify and hold the Trustee harmless from and against any and all damages, penalties, fines, claims, liens, suits, liabilities, costs (including clean-up costs), judgments and expenses (including attorneys', consultants' or experts' fees and expenses) of every kind and nature suffered by or asserted against the Trustee as a direct or indirect result of any warranty or representation made by Grantor in the preceding paragraph being false or untrue in any material respect or any requirement under any law, regulation or ordinance, local, state or federal, which requires the elimination or removal of any hazardous materials, substances, wastes or other environmentally regulated substances.

Grantor's obligations hereunder shall not be limited to any extent by the term of the Note secured hereby, and, as to any act or occurrence prior to payment in full and satisfaction of said Note which gives rise to liability hereunder, shall continue, survive and remain in full force and effect notwithstanding payment in full and satisfaction of said Note and this Mortgage or foreclosure under this Mortgage, or delivery of a deed in lieu of foreclosure.

(b) Grantor has duly executed and delivered this Mortgage and each other document required to be delivered by it pursuant hereto and this Mortgage and each such other document constitutes a valid and binding obligation of Grantor enforceable in accordance with its terms.

(c) There is no action, suit, proceeding or investigation pending or, to its knowledge, threatened against or affecting Grantor at law or in equity or before or by any governmental department, commission, board or agency which might have any materially adverse effect on its ability to carry on its operations as presently conducted or to perform its obligations under this Mortgage, any of the other documents required to be delivered hereunder, any Agreement to which it is a party or by which it is bound.

(d) Grantor is not a party to any agreement or instrument or subject to any corporate restriction or any judgment, order, writ, injunction, decree, award, rule or regulation which materially and adversely affects or in the future may materially and adversely affect its business, operations, prospects, properties or assets or condition, financial or otherwise, or its ability to perform its obligations under this Mortgage or any other document required to be delivered in connection herewith or any agreement to which it is a party or by which it is bound.

(e) No consent, waiver or authorization of or filing with any person is required to be obtained or made by it in connection with the execution, delivery and performance of this Mortgage or any other document required to be delivered in connection herewith. Neither the execution nor the delivery of this Mortgage or such documents nor the consummation of the transactions herein and therein contemplated nor compliance with the terms, conditions and provisions hereof and thereof will conflict with or result in a breach of or constitute an Event of Default under any of the terms, conditions or provisions of its charter documents or bylaws or of any agreement or instrument to which it is a party or by which it is bound or result in the creation or imposition of any mortgage lien, charge or encumbrance of any nature whatsoever upon its undertaking, property or assets.

(f) No representation or warranty made by Grantor in this Mortgage or any other document furnished to the Trustee from time to time in connection herewith contains or will contain any untrue statement of a material fact or omits or will omit to state any material fact necessary to make the statements herein or therein in light of the circumstances under which they are made not misleading. Except as previously disclosed in writing to the Trustee, there is no fact known to Grantor on the date of this Mortgage which materially adversely affects or which has any reasonable likelihood of materially adversely affecting the ability of Grantor to carry on its obligations as presently conducted or to perform its obligations under this Mortgage or any documents required to be delivered by it hereunder.

26. In this Mortgage, an Event of Default means:

(a) If Grantor fails to pay when due after any applicable grace period any amount of principal or interest due hereunder or under the Note.

(b) If Grantor fails to pay when due after any applicable grace period any other amount payable under the Note or Mortgage.

(c) If any Event of Default occurs under the Note or the Mortgage.

27. In addition to and without limiting any other rights or remedies of the Trustee under the Note and the Mortgage, the Trustee may, from time to time, when an Event of Default has occurred or an event has occurred and is continued which after notice or lapse of time or both would become an Event of Default, refuse to grant any further advances or accommodation to Grantor under the indebtedness. Any Event of Default under this Mortgage shall constitute an Event of Default under the Note and this Mortgage, and entitle the Trustee to immediately enforce all rights and remedies thereunder. Upon the occurrence of any one or more Events of Default, all indebtedness of Grantor shall at the option of the Trustee immediately become due and payable without presentation, demand, protest or other notice of any kind, all of which are expressly waived; all collateral and securities shall become enforceable by the Trustee or its duly authorized agent; and the Trustee may appropriate any monies received by it from any person in or towards payment of such of the respective indebtedness and liability of Grantor to the Trustee as the Trustee may see fit and no Grantor shall have any right to require any inconsistent appropriation. The rights and remedies of the Trustee under this Mortgage and the Note, and in connection herewith and therewith are cumulative, may be exercised as often as the Trustee considers appropriate and are in addition to its rights and remedies under the general law.

28. This Mortgage shall inure to the benefit of the Trustee and his successors and assigns; but except as specifically provided herein, neither this Mortgage nor the benefit hereof may be assigned by Grantor. The rights of the Trustee under or in respect of this Mortgage may be assigned by the Trustee from time to time in whole or in part to one or more persons with notice to Grantor but without the consent of, Grantor or any other person.

29. All agreements, representations, warranties and covenants made by or on behalf of Grantor herein and in the Note, and in any transactions contemplated hereby or thereby are material, shall be considered to have been relied upon by the Trustee notwithstanding any investigation made at any time by or on behalf of the Trustee and shall survive execution and delivery of this Mortgage and the granting of accommodation hereunder and shall expire when the indebtedness and all amounts outstanding under this Mortgage have been repaid in full.

30. Grantor will do, execute and deliver, or will cause to be done, executed and delivered all such further acts, documents (including certificates, declarations, affidavits, reports and opinions) and things as the Trustee may reasonably request for the purpose of giving effect to this Mortgage or for the purpose of establishing compliance with the representations, warranties and conditions of this Mortgage.

31. The taking of a judgment or judgments for any other action or dealing whatsoever by the Trustee in respect of any security given by any person or entity to the Trustee shall not operate as a merger of any indebtedness or any liability of the Grantor to the Trustee or in any way suspend payment or affect or prejudice the rights, remedies and powers legal or equitable which the Trustee may have in connection with such indebtedness or liability or the foreclosure, surrender, cancellation or any other dealing with any security for such indebtedness or liability shall not release or affect the liability of the Grantor or any security held by the Trustee.

32. The Grantor hereby affirms, warrants and represents that all of the warranties and representations made in the above described Note and this Mortgage, and in any other documents or instruments executed with respect thereto directly or indirectly, are true and correct as of the date hereto, and that Grantor is not aware of any Event of Default as to any of the foregoing, and that Grantor has no defense or right of off set with respect to any indebtedness to the Trustee. Grantor, jointly and severally, hereby releases the Trustee from any cause of action against it existing as of the date of execution hereof.

33. A default in the terms and conditions of any obligations of the Grantor or any guarantor to the Trustee of whatever nature or kind, including but not exclusive of this obligation, shall constitute a default in the terms and conditions of the Note. Likewise, any default in the terms and conditions of the Note shall be and constitute a default under the terms and conditions of any other obligations owed by the Grantor or any guarantor to the Trustee. Upon such default any of the Grantor's checking and savings monies deposited with the Trustee shall be immediately and irrevocably assigned to the Trustee to apply to the obligations in any manner the Trustee deems necessary.

34. Any notice shall be given by mailing such notice by certified mail, return receipt requested, addressed as follows:

As to Grantor:

Thomas A. Smircic
2430 S. 58th Street
Tampa, FL 33619

As to Trustee:

Herbert R. Donica, Esq.
Donica Law Firm, P.A.
106 S. Tampania Ave.
Tampa, Florida 33609

or at such other address as Grantor or Trustee may have designated by notice to the other.

35. WAIVER OF JURY TRIAL. THE TRUSTEE AND GRANTOR HEREBY KNOWINGLY, VOLUNTARILY, AND INTENTIONALLY WAIVE THE RIGHT EITHER MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION BASED HEREON, OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS MORTGAGE AND ANY AGREEMENTS CONTEMPLATED TO BE EXECUTED IN CONJUNCTION HEREWITH, OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS (WHETHER VERBAL OR WRITTEN) OR ACTION OF EITHER PARTY. THIS PROVISION IS A MATERIAL INDUCEMENT FOR TRUSTEE'S ACCEPTANCE OF THIS AGREEMENT FROM GRANTOR.

IN WITNESS WHEREOF, Grantor has duly executed this Mortgage as of the date first above written.

_____
Thomas A. Smircic

Signed, Sealed and Delivered
in the Presence of:

WITNESSES:

_____
(Witness 1 - Signature)

_____
(Witness 1 - Printed Name)

_____
(Witness 2 - Signature)

_____
(Witness 2 - Printed Name)

STATE OF FLORIDA

COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me on the _____ day of _____, 2006, by Thomas A. Smircic, [ ] who is personally known to me or [ ] who has provided a _____ as identification (check one).

_____
Notary Public
State of Florida

My commission expires: