

This Instrument Prepared by:
Douglas A. Wood, Esquire
Douglas A. Wood, P.A.
1100 Fifth Avenue South, Suite 101
Naples, FL 34102

MORTGAGE

James B. Biden and Sara Jones Biden, husband and wife, the MORTGAGOR, in consideration of the principal sum specified in the promissory note hereafter described, received by **1018 PL LLC, a Delaware limited liability company**, the MORTGAGEE, hereby on this the 26th day of May, 2015, mortgages to and encumbers in favor of MORTGAGEE the real property in Collier County, Florida, described on the attached Schedule "A", together with any and all awards heretofore and hereafter made to the present and all subsequent owners of the mortgaged premises by any governmental or other lawful authorities for taking or damaging by eminent domain the whole or any part of the mortgaged premises or any easement therein, including any awards for any changes of grade of streets, together with all right, title and interest of MORTGAGOR or MORTGAGOR'S successor in title, if any, in and to any land lying in the bed of any street, road, avenue, alley or other right of way adjoining this real property, together with all fixtures serving the mortgaged property, and all replacements and additions thereto together with all present and future leases and security deposits and hereinafter called "the mortgaged property," as security for the payment of the promissory note executed of even date herewith in the original principal amount of Five Hundred Thousand and 00/100 Dollars (\$500,000.00).

The MORTGAGOR covenants with the MORTGAGEE that the MORTGAGOR is indefeasibly seized of the mortgaged property in fee simple, has the full power and lawful right to mortgage and encumber the same, and the mortgaged property is free from all encumbrances except as noted on the attached Schedule "B."

The MORTGAGOR, except as noted on Schedule "B," does fully warrant the title to the mortgaged property and will warrant and defend the same against the claims of all persons whomsoever.

And the MORTGAGOR does further agree as follows:

1. To make all payments required by the note and this mortgage promptly when due without set-off, recoupment or deduction, and to perform all the promises and agreements contained in the note.

2. To pay all taxes, assessments, liens and encumbrances on the mortgaged property promptly when due. If they are not promptly paid, the Lender may pay them without waiving the option to foreclose. All payments made pursuant to this paragraph, with interest thereon from the date of payment at the rate of 6% per year, shall also be secured by this mortgage.

3. To keep all buildings and improvements now or hereafter on the mortgaged property insured against damage by flood, windstorm, fire and lightning in the sum secured by this

mortgage, by an insurer satisfactory to the MORTGAGEE. The insurance policy or a Certificate thereof acceptable to MORTGAGEE is to be held by and payable to the MORTGAGEE. If the MORTGAGOR shall not do so, the MORTGAGEE may do so without waiving the option to foreclose. All payments made pursuant to this paragraph, with interest thereon from the date of payment at a rate of 6% per year, shall also be secured by this mortgage. If any sum becomes payable under such policy, the MORTGAGEE may apply it to the indebtedness secured by this mortgage, or, in MORTGAGEE'S absolute discretion may permit the MORTGAGOR to use it for other purposes, without impairing the lien of this mortgage.

4. To commit, permit, or suffer no waste, impairment, or deterioration of the mortgaged property.

5. To pay all expenses reasonably incurred by the MORTGAGEE because of failure of the MORTGAGOR to comply with the agreements in the note or this mortgage, and to protect MORTGAGEE'S rights in any litigation, condemnation, estate or bankruptcy proceeding, including reasonable attorney's fees. All payments made pursuant to this paragraph, with interest thereon from the date of payment at the rate of 6% per year, shall also be secured by this mortgage.

6. If any payment provided for in the note is not paid within 20 days after it becomes due, or if any agreement in this mortgage other than the agreement to make the payments is breached for a period of 30 days, the entire unpaid principal balance of the note, not including unearned interest, shall immediately become due at the option of the MORTGAGEE, and the MORTGAGEE may foreclose this mortgage in the manner provided by law, and have the mortgaged property sold to satisfy or apply on the indebtedness hereby secured.

7. All present and future rents and profits of the mortgaged property are hereby assigned to MORTGAGEE. Notwithstanding that this instrument is a present assignment of said rents and profits, it is understood and agreed that the MORTGAGOR has permission to collect the same and manage said real estate and improvements the same as if this assignment had not been given, if and so long only as the MORTGAGOR shall not be in any default whatever with respect to the payments of principal and/or interest due on this loan, or in the performance of any other obligation on the part of MORTGAGOR to be performed thereunder, but his permission terminates automatically on the occurrence of default or breach of covenant. The MORTGAGEE shall be responsible only for rents collected and rents may be applied to the mortgage debt.

Any rents and profits of the mortgaged property not hereby assigned are also hereby mortgaged, and if proceedings to foreclose this mortgage shall be instituted, the court having jurisdiction thereof should appoint a receiver for the mortgaged property and apply those rents and profits to the indebtedness hereby secured.

8. TRANSFER OF THE PROPERTY OR A BENEFICIAL INTEREST IN MORTGAGOR: As used in this section, "interest in the property" means any legal or beneficial interest in the Property, including, but not limited to, those beneficial interests transferred in a bond for deed, contractor for deed, installment sales contract or escrow agreement, the intent of which is the transfer of title by Mortgagee at a future date to a purchaser.

If all or any part of the Property or any Interest in the Property is sold or transferred (or if Mortgagee is not a natural person and a beneficial interest in Mortgagee is sold or transferred) without Mortgagee's prior written consent, Mortgagee may require immediate payment in full of all sums secured by this Mortgage. However, this option shall not be exercised by Mortgagee if such exercise is prohibited by Applicable Law.

If Mortgagee exercises this option, Mortgagee shall give Mortgagee notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is given in accordance with the terms of this mortgage within which Mortgagee must pay all sums secured by this Mortgage. If Mortgagee fails to pay these sums prior to the expiration of this period, Mortgagee may invoke any remedies permitted by this Mortgage without further notice or demand on Mortgagee.

IN WITNESS WHEREOF, the parties have executed this mortgage the day and year first above written.

Signed, sealed and delivered in the presence of:

Amy E Wedel
Witness

Kelly Centero
Witness

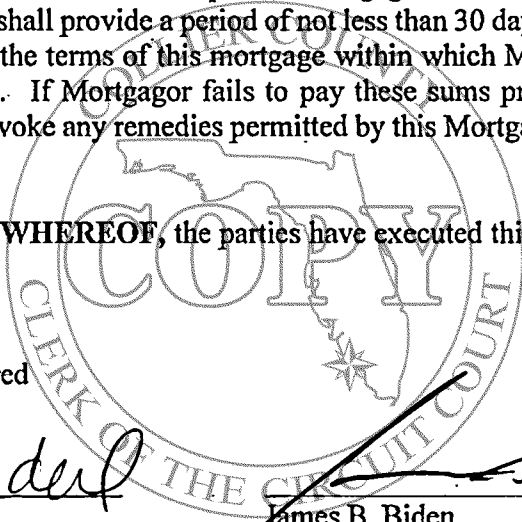
James B. Biden
James B. Biden

in the presence of:

Amy E Wedel
Witness

Kelly Centero
Witness

Sara Jones Biden
Sara Jones. Biden



STATE OF PA
COUNTY OF Montgomery

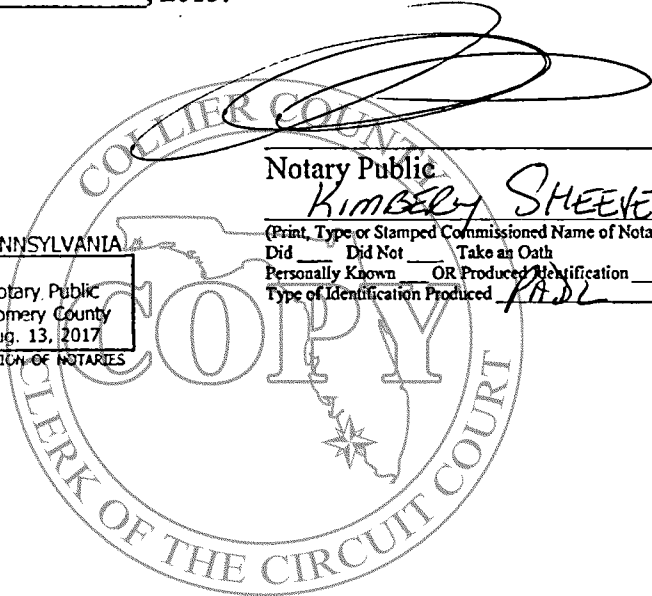
I HEREBY CERTIFY that on this day before me, an officer duly authorized in the state aforesaid and in the county aforesaid to take acknowledgments, personally appeared; James B. Biden and Sara Jones Biden known to me to be the person described in and who executed the foregoing MORTGAGE and acknowledged before me that they executed the same.

WITNESS my hand and official seal in the county and state last aforesaid this 26th
day of MAY, 2015.

(SEAL)

COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Kimberly A. Sheevers, Notary Public
Lower Merion Twp., Montgomery County
My Commission Expires Aug. 13, 2017
MEMBER, PENNSYLVANIA ASSOCIATION OF NOTARIES

Kimberly Sheevers
Notary Public
(Print, Type or Stamped Commissioned Name of Notary Public)
Did Did Not Take an Oath
Personally Known OR Produced Identification
Type of Identification Produced PAID



SCHEDULE "A"

A Tract of land accreted to Lot 9 of South Naples Shores, a Subdivision recorded in Plat Book 3, Page 11, of the Public Records of Collier County, Florida, being bounded on the East by the Mean High Water Line of Little Marco Pass and on the West by the Mean High Water Line of the Gulf of Mexico and more particularly described as follows: Commencing at a concrete monument marking United States Engineering Department Station "Little 1937", thence N08°59'28"W 176.80 feet to a concrete monument on the North line of Lot 7 of said Subdivision; thence S00°18'20"W 1300.00 feet to the North line of the South 250.00 feet of the North 1050 feet of said Lot 9; thence N89°41'40"W along said line 136.42 feet to the Florida Department of Natural Resources and Collier County Coastal Construction Control Line, recorded October 1974 in Coastal Construction Control Line Book 1, Page 13 of said Public Records; thence along said line S24°58'26"E 965.40 feet; thence S29°30'16"E 915.76 feet; thence S32°44'07"E 870.00 feet to the point of beginning; thence leaving said Coastal Construction Control Line S62°16'32" W 239.64 feet to the Mean High Water Line of the Gulf of Mexico; thence along said Mean High Water Line S17°21'27"E 12.19 feet; thence S21°50'28"E 71.25 feet; thence S21°20'23"E 73.26 feet; thence S20°17'39"E 68.29 feet; thence S23°43'29"E 49.49 feet; thence leaving said Mean High Water Line N59°21'20"E 417.15 feet; thence S43°31'53"E 79.65 feet; thence S55°02'23"E 136.38 feet; thence N55°19'46"E 155.97 feet; thence N51°39'01"E 81.14 feet to the Mean High Water Line of Little Marco Pass; thence along said Mean High Water Line N41°37'03"W 29.07 feet; thence N43°08'17"W 53.51 feet; thence N40°40'21"W 67.83 feet; thence N39°26'57"W 61.28 feet; thence N40°51'53"W 63.02 feet; thence N40°14'08"W 55.02 feet; thence N37°27'51"W 54.76 feet; thence N35°47'55"W 41.69 feet; thence leaving said Mean High Water Line S62°15'34"W 375.56 feet to the point of beginning.

SCHEDULE "B"

9. Mortgage from to Eric R. Schwartz, Trustee UTD 3/25/2007, in the principal sum of \$2,100,000.00 recorded December 27, 2013 and recorded in OR Book 4995, page 3295.

