

Department

**PALM BEACH COUNTY
JARD OF COUNTY COMMISSIONERS**

AGENDA ITEM SUMMARY

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Meeting Date: April 5, 2011 **[X] Consent [] Regular**
[] Public Hearing

Department: Housing and Community Development

Submitted By: Housing and Community Development

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I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to approve: (A) First Global Modification and Amendment to Mortgage and Loan Documents with Congress Park Limited Partnership ("Congress Park") to extend two loan maturity dates from April 30, 2011, to November 1, 2011; (B) Allonge to Promissory Note in amount of \$288,000; and (C) Allonge to Promissory Note in amount of \$64,500.

Summary: Congress Park Limited Partnership ("Congress Park") is a 288-unit rental apartment complex that provides housing to very low and low income persons, and is located just west of Congress Avenue and south of 6th Avenue across from John Prince Park. Congress Park is requesting a time extension that provides an identical maturity date for the two County subordinate loans that coincides with the maturity date of their first mortgage. **These are Robert E. Pinchuck Memorial Affordable Housing Trust Fund Competitive Program funds which require no local match. Countywide (TKF)**

Background and Justification: On November 15, 1994, the Board approved a loan as part of the Robert E. Pinchuck Memorial Affordable Housing Trust Fund Competitive Program, and Congress Park Limited Partnership entered into a Loan Agreement (R94-1630D) in the amount of \$288,000 for financing of land acquisition of an affordable rental housing apartment complex. On December 20, 1994, Congress Park Limited Partnership was awarded an additional \$64,500 (R94-1811D) for partial payment of impact fees associated with this project.

Attachments:

1. First Global Modification and Amendment to Mortgage and Loan Documents with Exhibits A & B
2. Allonge to Promissory Note in amount of \$288,000
3. Allonge to Promissory Note in amount of \$64,500
4. Letter from Congress Park Limited Partnership dated January 31, 2011
5. Certificate of Insurance
6. Loan Agreement (R94-1630D) with Congress Park Limited Partnership with Exhibits A - C
7. Loan Agreement, Mortgage and Security Agreement, and Promissory Note (R94-1811D) with Congress Park Limited Partnership

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Recommended By:  **for Department Director**

3-31-11
Date

Approved By:  **Assistant County Administrator**

4-2-11
Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2011	2012	2013	2014	2015
Capital Expenditures					
Operating Costs					
External Revenues					
Program Income					
In-Kind Match (County)					
NET FISCAL IMPACT					

# ADDITIONAL FTE POSITIONS (Cumulative)					
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Is Item Included In Current Budget? Yes ____ No ____
 Budget Account No.:

Fund ____ Unit ____ Org ____ Object ____ Program Code/Period BG ____-GY ____

B. Recommended Sources of Funds/Summary of Fiscal Impact:

No Fiscal Impact

C. Departmental Fiscal Review: Shairrette Major 3-24-11
 Shairrette Major, Fiscal Manager I

III. REVIEW COMMENTS

A. OFMB Fiscal and/or Contract Development and Control Comments:

OFMB 3/28/11
 3/24/11

Contract Development and Control 3/30/11

B. Legal Sufficiency:

Senior Assistant County Attorney 3/31/11

C. Other Department Review:

 Department Director

This summary is not to be used as a basis for payment.

THIS INSTRUMENT PREPARED
BY AND RETURN TO:

ABOVE SPACE RESERVED FOR
RECORDING PURPOSES ONLY

**FIRST GLOBAL MODIFICATION AND AMENDMENT TO
PALM BEACH COUNTY MORTGAGE AND LOAN DOCUMENTS**

**THIS FIRST GLOBAL MODIFICATION AND AMENDMENT TO PALM
BEACH COUNTY MORTGAGE AND LOAN DOCUMENTS, including, among others,**

- (i) Mortgage and Security Agreement dated and recorded as of December 15, 1994 and recorded in O.R. Book 8544, Page 1260, as subordinated to the lien of the insured Mortgage by Subordination Agreement recorded November 15, 1996 in O.R. Book 9529, Page 545 of the Public Records of Palm Beach County, Florida ("Mortgage");
- (ii) Mortgage and Security Agreement dated March 6, 1995 and recorded as of March 9, 1995 and recorded in O.R. Book 8650, Page 28, as subordinated to the lien of the insured Mortgage by Subordination Agreement recorded November 15, 1996 in O.R. Book 9529, Page 545 of the Public Records of Palm Beach County, Florida ("Mortgage");

(this "Amendment"), effective as of April 30, 2011, is entered into by and among CONGRESS PARK LIMITED PARTNERSHIP, a Florida limited partnership (the "Borrower"); PALM BEACH COUNTY ("County"), a political subdivision of the State of Florida.

RECITALS

A. The Borrower received two loans in the principal amounts of TWO HUNDRED EIGHTY-EIGHT THOUSAND AND NO/100 DOLLARS (\$288,000.00) and SIXTY-FOUR THOUSAND FIVE HUNDRED DOLLARS (\$64,500.00) (collectively the "Loan") for the construction and permanent financing of a 288-unit residential rental development constructed on property located in Palm Beach County, Florida, more particularly described on Exhibit "A" attached hereto and incorporated herein by this reference (the "Land"), in accordance with approved plans and specifications approved by Palm Beach County or its designated representative. The Land, the Improvements, the fixtures and personal property and other

amenities now or hereafter located on the Land are referred to collectively hereafter as the "Development."

B. As a condition precedent to County's making of the Loan, the Borrower entered into those certain documents listed on Exhibit "B" attached hereto to evidence and secure the Loan (those documents collectively referred to herein as the "Loan Documents").

C. The County approved the Borrower's request for an extension of the Loan maturity date to allow the Borrower sufficient time to refinance the Development to maintain the Development's affordability.

D. The Borrower and the County desire to amend the Loan Documents to reflect the modifications.

NOW, THEREFORE, in consideration of the mutual covenants and undertakings set forth in this Amendment and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

SECTION 1

A. Maturity Date. The maturity date of the Loan is extended to November 1, 2011. All references in the Loan Documents to the maturity date or "Maturity Date" shall mean November 1, 2011, as also evidenced by that certain Allonge to Promissory Note executed by Borrower in favor of Palm Beach County, dated as of April 30, 2011.

SECTION 2 MISCELLANEOUS

A. Full Force and Effect. Except as modified by this Amendment, the Loan Documents shall remain in full force and effect.

B. Governing Law. This Amendment shall be construed, and the obligations, rights and remedies of the parties hereunder shall be determined, in accordance with the laws of the State of Florida without regard to conflicts of laws or principles, except to the extent that the laws of the United States of America may prevail.

C. Definitions. Initially capitalized terms used herein without definition shall have the respective meanings set forth in the Loan Documents entered into by and among County and the Borrower.

D. Multiple Counterparts. This Amendment may be simultaneously executed in one or more counterparts, all of which shall constitute the same instrument and each of which shall be deemed an original.

**COUNTERPART SIGNATURE PAGE FOR
FIRST GLOBAL MODIFICATION AND AMENDMENT TO
PALM BEACH COUNTY MORTGAGE AND LOAN DOCUMENTS**

IN WITNESS WHEREOF, the Borrower and County have caused this Agreement to be executed in their respective names by their duly authorized representatives as of the day and year first set forth above.

(COUNTY SEAL BELOW)

PALM BEACH COUNTY, FLORIDA, a
Political Subdivision of the State of
Florida

BOARD OF COUNTY COMMISSIONERS

ATTEST: Sharon R. Bock,
Clerk & Comptroller

By: _____
Karen T. Marcus, Chair
Board of County Commissioners

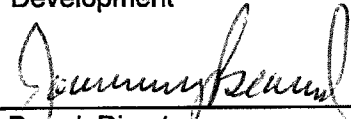
By: _____
Deputy Clerk

Document No.: _____

Approved as to Form and
Legal Sufficiency

Approved as to Terms and Conditions:
Dept. of Housing and
Community Development

By: _____
Tammy K. Fields
Senior Assistant County Attorney

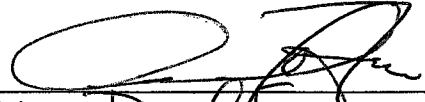
By:  _____
Journey Beard, Director
Contract Development and Quality Control

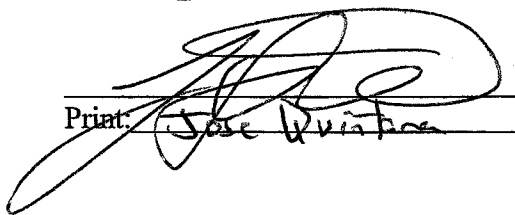
**COUNTERPART SIGNATURE PAGE FOR
FIRST GLOBAL MODIFICATION AND AMENDMENT TO
PALM BEACH COUNTY MORTGAGE AND LOAN DOCUMENTS**

IN WITNESS WHEREOF, the Borrower and County have caused this Agreement to be executed in their respective names by their duly authorized representatives as of the day and year first set forth above.

CONGRESS PARK LIMITED PARTNERSHIP,
a Florida limited partnership

WITNESSES:


Print: David F. [unclear]



Print: Jose Quintana

By: BRM Florida Congress, LLC, a Florida
limited partnership, it's a general partner

By: 
Louis E. Vogt, Manager

STATE OF Florida
COUNTY OF Orange

The foregoing instrument was acknowledged before me this 17 day of March 2011, by LOUIS E. VOGT, as Manager of BRM FLORIDA CONGRESS, LLC, a Florida limited liability company, the general partner of CONGRESS PARK LIMITED PARTNERSHIP, a Florida limited partnership, on behalf of the corporation and limited partnerships. Said person is personally known to me or has produced a valid driver's license as identification.


Notary Public, State of Florida
Print Name: Tanya Olivo
My Commission Expires: 12/12/2013
My Commission No.: DD 945190

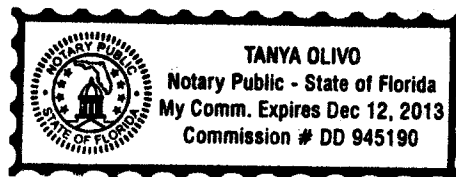


EXHIBIT "A"

LEGAL DESCRIPTION

All of CONGRESS PARK, less Track B, according to the plat thereof, recorded in Plat Book 73, Page 142, Public Records of Palm Beach County, Florida.

EXHIBIT "B"

LOAN DOCUMENTS

SEE ATTACHED

B2

EXHIBIT "B"

This instrument prepared by
and to be returned to:
Tammy K. Fields, Esq.
Palm Beach County Attorney's Office
P.O. Box 1989
West Palm Beach, FL 33402

DEC-15-1994 12:15 PM 94-414271
ORF 8544 P 1260
Con 288,000.00 Doc 1,008.00
Int 576.00

MORTGAGE AND SECURITY AGREEMENT

THIS MORTGAGE INDENTURE, executed this 15th day of December, 1994, by CONGRESS PARK LIMITED PARTNERSHIP, a Texas limited partnership d/b/a Congress Park CP Limited Partnership, (the "Mortgagee"), as party of the first part, and PALM BEACH COUNTY, a political subdivision of the State of Florida (the "Mortgagor") (which term as used in every instance shall include the Mortgagee's successors and assigns), as party of the second part:

W I T N E S S E T H:

The Mortgagor is the owner of the premises described in Exhibit "A" attached hereto (hereinafter the "Premises") and made a part hereof. Mortgagee has this date loaned Two Hundred Eight-Eight Thousand Dollars (\$288,000.00) to Mortgagor and in connection therewith Mortgagor has this date executed and delivered to Mortgagee its Promissory Note in that amount (the "Note"). A true copy of the Note is annexed hereto as Exhibit "B" and forms a part hereof.

This Mortgage is given in accordance with that certain Loan Agreement executed on the 15th day of November, 1994 between Mortgagor and Mortgagee. This Mortgage and Security Agreement, the Note, and the Loan Agreement shall hereinafter collectively be referred to as the "Loan Documents".

GRANTING CLAUSE

NOW, THEREFORE, the Mortgagor, in consideration of the premises and in order to secure payment of both the principal of, and the interest and any other sums payable on, the Note or this Mortgage, and the performance and observance of all the provisions hereof, and of the loan documents, hereby gives, leases, bargains, sells, warrants, aliens, remises, releases, conveys, assigns, transfers, mortgages, hypothecates, deposits, pledges, sets over and confirms unto the Mortgagee, all of the Mortgagor's estate, right, title and interest in, to and under any and all of the Premises, improvements (including improvements to be made hereafter), fixtures here and below described and located on the Premises which sometimes collectively referred to hereinafter as the "Mortgaged Property".

TOGETHER with all and singular the rights, interests and appurtenances whatsoever, in any way belonging, relating or appertaining to any of the Premises hereinabove mentioned or which hereafter shall in any way belong, relate or be appurtenant thereto, whether now owned or hereafter acquired by the Mortgagor including but not limited to all of Mortgagor's sewer capacity rights, and Mortgagor's rights under contracts, permits, licenses and all other documents and payments affecting the Premises, reserving only the right to the Mortgagor to collect the same so long as the Mortgagor is not in default hereunder and so long as the same are not subjected to garnishment levy, attachment or lien.

TO HAVE AND TO HOLD the Premises and all parts, rights, members and appurtenances thereof, to the use, benefit and behalf of the Mortgagee, its successors and assigns in fee simple forever, and the Mortgagor covenants that the Mortgagor is lawfully seized and possessed of the Premises in fee simple and has good right to

#20

convey the same, that the same are unencumbered excepting taxes accruing subsequent to 1994, and those certain exceptions appearing on the Mortgagee's Title Insurance Policy given in connection herewith and specifically approved by Mortgagee, and that the Mortgagor will warrant and defend the title thereto against the claims of all persons whomsoever, except as hereinafter expressly provided.

PROVIDED ALWAYS that if the Mortgagor shall pay unto the Mortgagee all sums required under the terms of the Note, which Note is in the original principal amount of \$288,000.00 and has a maturity date of April 30, 2011, unless such maturity is accelerated as set forth in the Note, and shall comply with and abide by each and every one of the stipulations, agreements, conditions and covenants of the Loan Documents, then in such event this Mortgage and Security Agreement and the estate hereby created shall cease and be null and void.

The Mortgagor covenants with the Mortgagee as follows:

1.1 Payments of Indebtedness. The Mortgagor shall punctually pay the principal and interest and all other sums to become due in respect to the Note at the time and place and in the manner specified in the Note, according to the true intent and meaning hereof, all and any coin or currency of the United States of America which at the time of such payment shall be legal tender for the payment of public and private debts.

1.2 Taxes, Liens and Other Charges.

(a) The Mortgagor, from time to time when the same shall become due and payable, will pay and discharge all taxes of every kind and nature, all general and special assessments, levies, permits, inspection and license fees, all water and sewer rents and charges and all other public charges, whether of a like or different nature, imposed upon or assessed against the Mortgaged Property or any part thereof or upon the revenues, rents, issues, income and profits of the Mortgaged Property or arising in respect to the occupancy, use or possession thereof. The Mortgagor will, upon the request of the Mortgagee, deliver to the Mortgagee copies of receipts evidencing the payment of all such taxes, assessments, levies, fees, rents and other public charges imposed upon or assessed against the Mortgaged Property or the revenues, rents, issues, income or profits thereof.

(b) The Mortgagor shall pay, from time to time when the same shall become due, all lawful claims and demands of mechanics, materialmen, laborers, and other persons or entities which, if unpaid, might result in or permit the creation of, a lien on Mortgaged Property or any part hereof, or on the revenues, rents, issues, income and profits arising therefrom whether such lien is: may become prior or remain inferior to the Mortgage and also, irrespective of the priority of such other lien(s). Mortgagor in general will do or cause to be done everything necessary so that the lien hereof shall be fully preserved, at the cost of the Mortgagor, without expense to the Mortgagee.

(c) The Mortgagor shall pay any taxes except income taxes imposed on the Mortgagee by reason of the Mortgagee's ownership of the Note or this Mortgage.

1.3 Insurance. The Mortgagor will keep the Mortgaged Property continuously insured in an amount no less than full insurable value which coverage shall insure the Mortgaged Property against loss or damage by fire and by the perils covered by extended coverage and against such other hazards as the Mortgagee, in its sole discretion, shall from time to time require, for the benefit of the Mortgagee. All such insurance at all times will be with an insurance company or companies in such amounts and with terms acceptable to the Mortgagee, with loss, if any, payable to the

Mortgagee as its interest may appear, pursuant to a noncontributory mortgage clause which shall be satisfactory to the Mortgagee; and forthwith upon the issuance of such policies they will deliver to the Mortgagee copies of receipts for the premiums paid thereon and certificates of insurance and certified copies of such policies. Any policies furnished the Mortgagee shall become its property in the event the Mortgagee becomes the owner of the Premises by foreclosure or otherwise. The Mortgagee is hereby authorized and empowered, at its option, to adjust or compromise any loss under any insurance policies on the Mortgaged Property. Each insurance company is hereby authorized and directed to make payment for all such losses to the Mortgagor and the Mortgagee jointly. Should a loss be incurred, equal to or in excess of fifty percent (50%) of the full insurable value of the Mortgaged Property, then in such event, Mortgagee and Mortgagor may jointly elect to use the proceeds for the reconstruction and repair of the Mortgaged Property or, in the alternative, to apply the net proceeds to the payment of the indebtedness hereby secured, whether then due or not.

1.4 Care of Premises.

(a) The Mortgagor will keep the improvements now or hereafter erected on the Premises in good condition and repair, will not commit or suffer any waste and will not do or suffer to be done anything which will increase the risk of fire or other hazard to the Premises or any part thereof.

(b) If the Premises or any part thereof is damaged by fire or any other cause, the Mortgagee will give immediate written notice of the same to the Mortgagee.

(c) The Mortgagee or its representative is hereby authorized to enter upon and inspect the Premises at any time during normal business hours.

(d) The Mortgagor will promptly comply with all present and future laws, ordinances, rules and regulations of any governmental authority affecting the Premises or any part thereof.

(e) If all or any part of the Premises shall be damaged by fire or other casualty, the Mortgagor will, upon request of the Mortgagee, promptly restore the Premises to the equivalent of its condition immediately prior to such damage, and if a part of the Premises shall be damaged through condemnation, the Mortgagor will, upon request of Mortgagee, promptly restore, repair or alter the remaining part of the Premises in a manner satisfactory to the Mortgagee. The Mortgagee recognizes that this mortgage will be subordinate to the First Mortgage, and to the extent this provision conflicts with the similar terms and conditions of the First Mortgage, the First Mortgage shall supersede and shall be controlling. Nothing contained herein shall, however, relieve the Mortgagor from its obligation to make payments under the Promissory Note in accordance with its terms.

1.5 Further Assurances; Modifications. At any time, and from time to time, upon request by the Mortgagee, the Mortgagor will make, exercise and deliver or cause to be made, executed and delivered, to the Mortgagee, any and all other further instruments, certificates and other documents as may, in the opinion of the Mortgagee, be necessary or desirable in order to effectuate, complete, or perfect or to continue and preserve (i) the obligations of the Mortgagor under the Note, (ii) the security interest of this Mortgage, and (iii) the mortgage lien hereunder. Upon any failure by the Mortgagor so to do the Mortgagee may make, execute and record any and all such instruments, certificates and documents for and in the name of the Mortgagor and the Mortgagor hereby irrevocably appoints the Mortgagee the agent and the attorney in fact of the Mortgagor so to do.

1.6 Expenses. In addition to the expenses described in paragraph 2.7(b) hereof, the Mortgagor will pay or reimburse the Mortgagee for all reasonable attorney's fees, costs and expenses, including those in connection with appellate proceedings, incurred by the Mortgagee in any proceedings or in any action, legal proceeding or dispute of any kind which relate to or arise from the Mortgage of the interest created herein, or the Premises, including but not limited to the exercise of the power of sale of this Mortgage, any condemnation action involving the Premises or any action to protect the security hereof; and any such amounts paid by the Mortgagee shall be secured by this Mortgage.

1.7 Estoppel Affidavits. The Mortgagor, upon ten days' prior written notice, shall furnish the Mortgagee a written statement, duly acknowledged, setting forth the unpaid principal of, and interest on, the indebtedness secured hereby and whether or not any offsets or defenses exist against such principal and interest.

1.8 Subrogation. The Mortgagee shall be subrogated to the claims and liens of all parties whose claims or liens are discharged or paid with the proceeds of the indebtedness secured hereby.

1.9 Performance by Mortgagee of Defaults by Mortgagor. If the Mortgagor shall default in the payment of any tax, lien, assessment or charge levied or assessed against the Premises; in the payment of any utility charge, whether public or private; in the payment of any insurance premium; in the procurement of insurance coverage and the delivery of the insurance policies required hereunder; in the performance of any covenant, term or condition of any leases affecting all or any part of the Premises; in the performance or observance of any covenant, condition or term of this Mortgage; then the Mortgagee, at its option, may reform or observe the same, and all payments made or costs incurred by the Mortgagee in connection therewith, shall be secured hereby and shall be, without demand, immediately repaid by the Mortgagor to the Mortgagee with interest thereon at the maximum rate provided by law. The Mortgagee shall be the sole judge of the quality, validity and priority of any such tax, lien, assessment, charge, claim, premium and obligation, of the necessity for any such actions and of the amount necessary to be paid in satisfaction thereof. The Mortgagee is hereby empowered to enter and to authorize others to enter upon the Premises or any part thereof for the purpose of performing or observing any such defaulted covenant, condition or term, without thereby becoming liable to the Mortgagor or any other person in possession holding under the Mortgagor.

1.10 Condemnation. In the event of a condemnation (which term when used in the Mortgage shall include any damage or taking by any governmental authority and any transfer by private sale in lieu thereof) either temporarily or permanently, of any part of the Premises constituting twenty percent (20%) or more of the full value of the Premises, or in the event such condemnation makes the Premises unusable for the purposes contemplated herein and in the Agreement, then in such event, the entire indebtedness secured hereby shall at the option of the Mortgagee, become immediately due and payable. Such events shall be a Condemnation Event (hereinafter referred to as "Condemnation Event"); however, any condemnation for less than twenty percent (20%) of value or not rendering the Premises unusable, shall not be affected by this section. In the event of a Condemnation Event: The Mortgagee shall be entitled to all compensation, awards, and other payments or relief thereof, and is hereby authorized at its option, to commence, appear in, and prosecute, in its own, or the Mortgagor's name, any action or proceeding relating to any condemnation, any to settle or compromise any claim in connection therewith; and all such compensation, awards, damages, claims, rights of action and proceeds, and the right thereto from any Condemnation Event are hereby assigned by the Mortgagor to the Mortgagee, who, after deducting therefrom, all its expenses, including attorneys fees,

may release any monies received by it without further affecting this Mortgage and may apply the same in such manner as the Mortgagee shall determine, to the reduction of the sum secured hereby, and any balance of such monies then remaining shall be paid to the Mortgagor. The Mortgagor agrees to execute such further assignment of any compensation, awards, damages, claims, rights of action and proceeds from a Condemnation Event as the Mortgagee may require.

1.11 Environmental Representations.

(a) The Mortgagor covenants with the Mortgagee that the Premises have not been used and will not be used in whole or in part for the storage of hazardous waste.

(b) To Mortgagor's knowledge, based on a Phase I environmental audit no violation of any Federal, State or local environmental regulations now exists regarding the Mortgage Property.

(c) Mortgagor shall comply with all Federal, State and local environmental regulations during the construction of the improvements on the Premises.

(d) Mortgagor shall give written notice to Mortgagee immediately upon Mortgagor's acquiring knowledge of the presence of any hazardous substances on the Mortgage Property or of any hazardous substances contamination thereon, or of any notices received by Mortgagor that are violations or potential violations of any environmental regulation laws, ordinances, rules or regulations exists on the Mortgage Property.

ARTICLE XI.

2.1 Due on Sale or Further Encumbrance Clause. In determining whether or not to make the loan secured hereby, Mortgagee examined the credit-worthiness of Mortgagor, found it acceptable and continues to rely upon the same as the means of repayment of the loan. Mortgagee also evaluated the background and experience of Mortgagor in owning and operating property such as the Premises, found it acceptable and continues to rely upon same as the means of maintaining the value of the Premises, was ably represented by a licensed attorney at law in the negotiation and documentation of the loan secured hereby and bargained at arm's length and without duress or any kind for all of the terms and conditions of the loan, including this provision. Mortgagor further recognizes that any secondary or junior financing placed upon the Premises (a) may divert funds which would otherwise be used to pay the Note secured hereby; (b) could result in acceleration and foreclosure by any such junior encumbrance which would force Mortgagee to take measures and incur expenses to protect its security; (c) could detract from the value of the Premises should Mortgagee's right to accept a deed in lieu of foreclosure, as a foreclosure by Mortgagee would be necessary to clear the title to the Premises.

In accordance with the foregoing and for the purposes of (i) protecting Mortgagee's security both of repayment by Mortgagor and of value of the Premises; (ii) giving Mortgagee the full benefit of its bargain and contract with Mortgagor; (iii) allowing Mortgagee to raise the interest rate and/or collect assumption fees; and (iv) keeping the Premises free of subordinate financing liens, Mortgagor agrees that if this paragraph be deemed a restraint on alienation, that it is a reasonable one and that any sale, conveyance, assignment, further encumbrance or other transfer of title to the Premises or any interest therein (whether voluntarily or by operation of law) without the Mortgagee's prior written consent, which may be withheld for any reason, shall be an Event of Default hereunder. For the purpose of and without limiting the generality of, the preceding sentence, the occurrence at any time of any of

the following events shall be deemed to be an unpermitted transfer of title to the Premises and therefore an Event of Default hereunder.

(a) any sale, conveyance, assignment or other transfer of or the grant of a security interest in, all or any part of the title to the premises,

(b) any new or additional liabilities without the prior written consent of Mortgagee,

Any consent by the Mortgagee, or any waiver of an event of default, under this Paragraph shall not constitute a consent to, or waiver of any right, remedy or power of the Mortgagee upon a subsequent event of default under this Paragraph.

2.2 **Default.** A default shall have occurred hereunder if:

(a) The Mortgagor shall fail to pay in full within fifteen (15) days from the date due and payable any installment of principal, interest, late charges or escrow deposits as required by the Note, this Mortgage and otherwise; or

(b) The Mortgagor shall fail to duly observe on time any other covenant, condition or agreement of this Mortgage the Loan Documents or of any other instrument evidencing, security or executed in connection with the indebtedness secured hereby, and such failure continues for a period of fifteen (15) days following written notice by the Mortgagee; or

(c) Any warranties or representations made or agreed to be made in any of the Loan Documents shall be breached by the Mortgagor or shall prove to be false or misleading and such breach is not cured within 15 days following notice from Mortgagee; or

(d) Any lien for labor or material or otherwise shall be filed against the Premises, and such lien is not canceled, removed or transferred within thirty (30) days; or

(e) A levy shall be made under any process on, or a receiver be appointed for, the Premises or any other property of the Mortgagor; or

(f) The Mortgagor shall file a voluntary petition in bankruptcy, or any other petition or answer seeking or acquiescing in any reorganization, arrangement, composition, readjustment, liquidation or similar relief for the Mortgagor under any present or future federal, state or other statute, law or regulation relating to bankruptcy, insolvency or other relief for debtor; or

(g) The Mortgagor shall seek or consent to or acquiesce in the appointment of any trustee, receiver or liquidator of the Mortgagor or of all or any part of the Premises or of any or all of the rents, revenues, issues, earnings, profits or income thereof; or

(h) The Mortgagor shall make any general assignment for the benefit of creditors; or

(i) In any legal proceeding the Mortgagor shall be alleged to be insolvent or unable to pay the Mortgagor's debts as they become due and is not dismissed within sixty (60) days of Filing

(j) The Mortgagor shall do, or shall omit to do, any act, or any event shall occur, as a result of which any obligation of the Mortgagor, not arising hereunder, may be declared immediately due and payable by the holder thereof; or

(k) A breach by Mortgagor of any covenant, representation, or warranty set forth in the Loan Agreement and the

expiration of any applicable grace period, or an Event of Default occurs under the terms of the Loan Agreement or any of the other Loan Documents pertaining to the Note and Mortgage; or

(1) One Hundred Percent (100%) of the Mortgaged Property shall cease to be reserved for households who have low or very low income pursuant to U.S. Government HUD guidelines for a period of thirty (30) years from the date hereof.

(m) If the Mortgagee shall reasonably believe that any one or more of the defaults enumerated in paragraphs (a) through (1) may occur, then the Mortgagee shall notify the Mortgagor of the specific facts which create the reasonable basis for its belief and shall request the Mortgagor to provide satisfactory evidence to the Mortgagee that such default is not likely to occur or that Mortgagor has taken appropriate steps to cure the default if it should occur.

2.3 Special Conditions.

(a) Upon sale, transfer, or refinancing of the Premises, all available proceeds of the sale shall be applied to pay the following items in order of priority:

- (1) Expenses of the sale;
- (2) First Mortgage debt in full, including Fees;
- (3) All accrued but unpaid interest on the Note;

(b) All of the principal and interest of the indebtedness secured hereby shall be due and payable upon sale, transfer, or refinancing.

(c) The indebtedness secured hereby shall be serviced by the Mortgagee or by a lending institution selected by Mortgagee.

(d) The discrimination provision of §420.516, Florida Statutes, shall apply to the loan secured hereby.

A violation of any of the above stated Special Conditions by Mortgagor shall constitute a default hereunder.

2.4 Acceleration of Maturity. If a default shall have occurred hereunder, then the whole unpaid principal sum of the indebtedness secured hereby with interest accrued thereon shall, at the option of the Mortgagee, become due and payable without notice or demand, time being of the essence of this Mortgage and of the Note secured hereby; and no omission on the part of the Mortgagee to exercise such option when entitled so to do shall be considered as a waiver of such right.

2.5 Right of Lender to Enter and Take Possession.

(a) If any default shall have occurred and be continuing, the Mortgagor, upon demand of the Mortgagee, shall forthwith surrender to the Mortgagee the actual possession of the Premises and if, and to the extent permitted by law, the Mortgagee may enter and take possession of the Premises and may exclude the Mortgagor and the Mortgagor's agents and employees wholly therefrom. In the event Mortgagee exercises its rights pursuant to this subparagraph (a), the Mortgagee shall be deemed to be acting as agent of Mortgagor and not as owner of the Premises.

(b) For the purpose of carrying out the provisions of this paragraph 2.6, the Mortgagor hereby constitutes and appoints the Mortgagee the true and lawful attorney in fact of the Mortgagor to do and perform, from time to time, any and all actions necessary and incidental to such purpose and does, by these presents, ratify and confirm any and all actions of said attorney

in fact in the Premises.

(c) Whenever all such defaults have been cured and satisfied, the Mortgagee shall surrender possession of the Premises to the Mortgagor, provided that the right of the Mortgagee to take possession, from time to time, pursuant to subparagraph 2.6(a) shall exist if any subsequent default shall occur and be continuing.

2.6 Appointment of a Receiver and Foreclosure.

(a) If a default shall have occurred hereunder, then the whole debt secured by this Mortgage, with all interest thereon, and all other amounts hereby secured shall, at the option of Mortgagee, become immediately due and payable, and may forthwith or at any time thereafter be collected by suit at law, foreclosure or or other proceeding upon this Mortgage or by any other proper, real or equitable procedure without declaration of such option and without notice.

(b) In any suit to foreclose the lien hereof, there shall be allowed and included as additional indebtedness in the decree for sale all expenditures and expenses which may be paid or incurred by or on behalf of the Mortgagee for attorneys' fees, appraisers' fees, outlays for documentary and expert evidence, stenographers' charges, publication cost and costs (which may be estimated as to items to be expended after entry of the decree) of procuring all such abstract of title, title searches and examinations, title insurance policies, and similar data and assurances with respect to title as Mortgagee may deem to be reasonably necessary either to prosecute such suit or to evidence to bidders at any sale which may be had pursuant to such decree the true condition of the title to or the value of the Premises. All expenditures and expenses of the nature in this paragraph mentioned shall become so much additional debt secured hereby and shall be immediately due and payable with interest thereon at the maximum rate provided by law, when paid or incurred by Mortgagee in connection with (i) any proceeding, including foreclosure, probate and bankruptcy proceedings, to which it shall be a party, either as plaintiff, claimant, or defendant, by reason of this Mortgage, or any indebtedness hereby secured, (ii) preparations for the commencement of any suit for the foreclosure hereof after accrual of such right to foreclose whether or not actually commenced, or (iii) preparations for the defense of any threatened suit or proceeding which might affect the Premises or the security hereof, whether or not actually commenced.

(c) Upon, or at any time after, the filing of a complaint to foreclose this Mortgage, the court in which such complaint is filed may appoint a receiver of the Premises. Such appointment may be made either before or after sale, without notice, without regard to the solvency or insolvency of Mortgagor at the time of application for such receiver and without regard to the then value of the Premises. Such receiver shall have power to collect the rents, issues and profits of the Premises during the pendency of such foreclosure suit, and in case of a sale and a deficiency, during the full statutory period of redemption, if any, whether there be redemption or not, as well as during any further times when Mortgagor except for the intervention of such receiver, would be entitled to collect such rents, issues and profits, and all other powers which may be necessary or are usual in such cases for the protection, possession, control, management and operation of the Premises during the whole of said period.

(d) Mortgagor shall deliver to Mortgagee at any time on its request, all agreements for deed, contracts, leases, abstracts, title insurance policies, muniments of title, surveys and other papers relating to the Premises, and in case of foreclosure thereof and failure to redeem, the same shall be delivered to and become the property of the person obtaining a deed to the Premises by reason of such foreclosure.

2.7 Discontinuance of Proceedings and Restoration of the parties. In case the Mortgagee shall have proceeded to enforce any right or remedy under this Mortgage by receiver, entry or otherwise, and such proceedings shall have been discontinued or abandoned for any reason or shall have been determined adverse to the Mortgagee, then in every such case the Mortgagor and the Mortgagee shall be restored to their former positions and rights hereunder, and all rights, powers and remedies of the Mortgagee shall continue as if no such proceeding had been taken.

2.8 Remedies Cumulative. No right, power or remedy conferred upon or reserved by the Mortgagee by this Mortgage is intended to be exclusive of any other right, power or remedy, but each and every such right, power and remedy shall be cumulative and concurrent and shall be in addition to any other right, power and remedy given hereunder or now or hereafter existing at law or in equity or by statute.

2.9 Stamp and Excise Tax. If any documentary additional stamp or excise tax shall become applicable with respect to this Mortgage, the Note, any loan or credit extended hereunder, or any security agreement, guaranty, the loan agreement or other document, the Mortgagor shall promptly pay such tax in full (including interest and penalties, if any) and shall hold the Mortgagee harmless with respect thereto. The Mortgagor's liability under this paragraph 2.10 will survive the repayment of indebtedness under the Note.

ARTICLE III.

3.1 Successors and Assigns Included in Parties. Whenever in this Mortgage one of the parties hereto is named or referred to, its heirs, legal representatives, successors and assigns of such parties shall be included and all covenants and agreements contained in this indenture by or on behalf of the Mortgagor and by or on behalf of the Mortgagee shall bind and inure to the benefit of their respective heirs, legal representatives, successors and assigns, whether so expressed or not. Provided, however, that the Mortgagor shall have no right to assign its obligations hereunder without the prior written consent of the Mortgagee, which shall not be unreasonably withheld.

3.2 Headings. The headings of the sections, paragraphs and subdivisions of this Mortgage are for the convenience of reference only and shall not limit or otherwise affect any of the terms hereof.

3.3 Invalid Provisions to Affect No Others. If fulfillment of any provision hereof or any transaction related hereto or to the Note, at the time performance of such provisions shall be due, shall involve transcending the limit of validity prescribed by law, then ipso facto, the obligation to be fulfilled shall be reduced to the limit of such validity; and if any clause or provision herein contained operates or would prospectively operate to invalidate this Mortgage in whole or in part, then such clause or provision shall be held for naught, as though not herein contained, and the remainder of this Mortgage shall remain operative and in full force and effect. Notwithstanding any provision contained herein, the total liability of Mortgagor for payment of interest, including service charges, penalties or any other fees shall not exceed the maximum amount of such interest permitted by applicable law to be charged, and if any payments by Mortgagor include interest in excess to the reduction of the unpaid principal amount due and pursuant hereto.

3.4 Number and Gender. Whenever the singular or plural number, masculine or feminine or neuter gender is used herein, it shall equally include the other.

ARTICLE IV. ORB 8544 P: 1269

4.1 Notice. Any notice or other communication required or permitted to be given hereunder shall be sufficient if in writing and delivered in person or sent by United States Certified Mail, postage prepaid, to the parties being given such notice at the following addresses:

Mortgagor: Congress Park Limited Partnership
6400 Congress Ave., 2000
Boca Raton, FL 33487
Attn: Brad Bryant

With a copy to: Jeff Deutch
Broad and Cassel
7777 Glades Road
Boca Raton, FL 33434

Mortgagee: Palm Beach County
c/o County Attorney's Office
301 North Olive Avenue, Suite 601
West Palm Beach, FL 33401

Any party may change said address by giving the other parties written notice of such change of address. Notice given as hereinabove provided shall be deemed given on the date of its deposit in the United States Mail and, unless sooner received, shall be deemed received by the party to whom it is addressed on the third calendar day following the date on which said notice is deposited in the mail, or if a courier system is used, on the date of delivery of the notice.

ARTICLE V.

5.1 Future Advances. It is agreed that this Mortgage shall so secure such future or additional advances as may be made by the Mortgage at its option to the Mortgagor, or its successor in title, for any purpose, provided that all those advances are to be made within three (3) years from the date of this Mortgage, or within such lesser period of time as may be provided hereafter by law as a prerequisite for the sufficiency of actual notice or records notice of the optional future or additional advances against the rights of creditors or subsequent purchasers for valuable consideration. The total amount of indebtedness secured by this Mortgage may decrease or increase from time to time, but the total unpaid balance so secured at any one time shall not exceed twice the principal amount of the Note, plus interest, and any disbursements made for the payment of taxes, levies or insurance on the Premises with interest on those disbursements. Pursuant to Florida Statutes Section 697.04, Mortgagor files a notice specifying the dollar limit beyond which future advances made pursuant to this Mortgage will not be secured by this Mortgage, then Mortgagor shall, within one (1) year of day of filing such notice, notify Mortgagee and its counsel by certified mail pursuant to Section 4.1 of this Mortgage. In addition, such filing shall constitute a default hereunder.

5.2 Lien Priority. The lien priority of this Mortgage shall not be affected by any changes in the Note including, but not limited to, an increase in the interest rate charged pursuant to the Note. Any parties acquiring an interest in the Premises subsequent to the date of this Mortgage is recorded shall acquire such interest in the Premises with notice that Mortgagee may increase the interest rate charged pursuant to the Note or otherwise modify the Note and the Note, as modified, and the Mortgage shall remain superior to the interest of any Party in the Premises acquired subsequent to the date of this Mortgage is recorded, other than the First Mortgage.

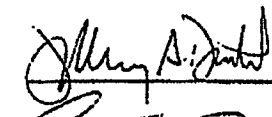
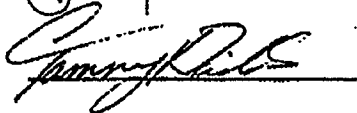
5.3 Security Agreement. This instrument also creates a security interest in any and all equipment and furnishings as are considered or determined to be personal property or fixtures, together with all replacements, substitutions, additions, products and proceeds thereof, in favor of the Mortgagee under the Florida Uniform Commercial Code to secure payment of principal, interest and other amounts due Mortgagee now or hereafter secured hereby, and Mortgagee shall also have all the rights and remedies of a secured part under the Florida Uniform Commercial Code shall be cumulative and in addition to all other rights and remedies of Mortgagee arising under the common law or any other laws of the State of Florida or any other jurisdiction.

5.4 Choice of Law. This Mortgage is to be construed in all respects and enforced according to the laws of the State of Florida and you shall be in Palm Beach County.

5.5 Binding Effect. This Mortgage shall be binding upon and insure to the benefit of the Mortgagor and Mortgagee hereto, and their respective heirs, successors and assigns.

IN WITNESS WHEREOF, the Mortgagor has executed and sealed this Mortgage, the day and year first above written.

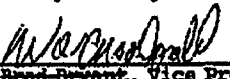
Witnesses:

CONGRESS PARK LIMITED PARTNERSHIP, a Texas limited partnership, authorized to do business as Congress Park CP Limited Partnership


BY: TCR Congress Park Limited Partnership, a Texas limited partnership, as general partner

BY: TCR SFA Congress Park, Inc. a Texas Corporation, as general partner

BY: 
Brad Bryant, Vice President
William C. Mac Lewis

STATE OF FLORIDA
PALM BEACH COUNTY

The foregoing instrument was acknowledged before me this 15th day of December, 1994 by William C. Mac Lewis, Vice President of TCR SFA CONGRESS PARK, INC. as general partner of TCR CONGRESS LIMITED PARTNERSHIP, as general partner of CONGRESS PARK LIMITED PARTNERSHIP, who is personally know to me or who has produced N/A as identification and who did/did not take an oath.


(Signature of Notary)

Bonnie Spiceland
(Typed, Printed, or Stamped Name of Notary)

My Commission Expires

(G:\enggovt\tlf\crow-K52.ACR)
(tbf: 9/22/94)



OR 8544 Pg 1271

EXHIBIT "A"

All of CONGRESS PARK, less Tract B thereof, according to the plat thereof, recorded in Plat Book 73, Pages 142-143, Public Records of Palm Beach County, Florida.

PROMISSORY NOTE

\$288,000.00

West Palm Beach, Florida
March 1, 1994

FOR VALUE RECEIVED the undersigned CONGRESS PARK LIMITED PARTNERSHIP, a Texas limited partnership d/b/a Congress Park CP Limited Partnership ("Maker"), promises to pay to the order of PALM BEACH COUNTY, a political subdivision of the State of Florida, together with any other holder hereof ("Holder"), at 301 North Olive Avenue, West Palm Beach, Florida 33401, or such other place as Holder may from time to time designate in writing, the principal sum of TWO HUNDRED EIGHT-EIGHT THOUSAND (\$288,000.00) DOLLARS plus accrued interest, to be paid in lawful money of the United States of America, as follows:

- 1) This Note shall bear interest computed at the stated rate of three (3%) percent per annum on the outstanding principal balance from time to time remaining unpaid from the date of each disbursement.
- 2) Repayment hereunder shall occur as follows:
 - (a) From the date hereof until December 31, 1999 no payments will be required and interest will accrue and be payable at the maturity date.
 - (b) Repayment thereafter shall be limited to the actual cash flow of the project which shall be determined annually on a calendar year basis, commencing with the year 1999, and certified by an independent Certified Public Accountant acceptable to the County, prior to the annual payment due date. The first annual payment due date hereunder shall be on April 30, 2000, with respect to all payments due under subparagraph 4) below for the preceding calendar year. Subsequent annual payments shall be due on the 30th day of April for each preceding calendar year thereafter through April 30, 2011 (Maturity Date), at which time all outstanding principal indebtedness together with all accrued and unpaid interest thereon shall be due and payable, unless acceleration is made by Holder pursuant to the provisions hereof.
- 3) Maker agrees to provide annually to Holder a certification of Project income and expenses, and certified by an independent Certified Public Accountant acceptable to the County, which shall be used by Holder to determine payments due hereunder. Said certification shall be provided prior to each annual due date commencing in the year 2000.
- 4) Commencing with the year 1999, payments from Project income as determined by Holder shall be applied to pay the following items in order of priority:
 - a) Base interest payment on principal balance equal to three percent (3%) per annum; and
 - b) Any such base payment of interest hereunder deferred from previous years commencing with the year 1999.

- 5) Any payments of current or deferred base interest due annually hereunder shall be deferred until the next annual due date to the extent that Project income is insufficient to make said payments pursuant to the payment priority schedule in paragraph (4) above and as determined by Maker.
- 6) This Note may be prepaid in whole or in part at any time, without penalty or premium. Any prepayment hereunder shall be applied first to unpaid costs of collection, servicing fees, and late charges, if any, then to accrued, deferred and unpaid interest and the balance, if any, to the principal balance.
- 7) After maturity or acceleration, this Note shall bear interest at the Default Interest Rate until paid in full.
- 8) All terms hereunder shall be as construed and defined in Chapter 91-28, Florida Administrative Code.

LM BEACH COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA
EXEMPT FROM PAYMENT OF EXCISE TAX ON DOCUMENTS. STAMPS HAVE
BEEN AFFIXED TO THE MORTGAGE AND CANCELED AS REQUIRED BY LAW.

This Note is executed pursuant to the terms and conditions of
at certain Loan Agreement dated November 15, 1994 between
Maker, as Borrower, and Holder, as Lender, is secured by a Mortgage
and Security Agreement (the "Mortgage") encumbering certain real
property located in Palm Beach County, Florida (the "Premises"),
all of even date herewith. The foregoing and all other agreements,
instruments and documents delivered in connection therewith and
herewith are collectively referred to as the "Loan Documents."

This Note has been executed and delivered in, and is to be
governed by and construed under the laws of, the State of Florida,
amended, except as modified by the laws and regulations of the
United States of America.

Nothing herein contained, nor any transaction related thereto,
shall be construed or so operate as to require the Maker to pay
interest at a greater rate than is now lawful in such case to
contract for, or to make any payment, or to do any act contrary to
public law. Should any interest or other charges paid by the
Maker, or parties liable for the payment of this Note, in
connection with the Loan Documents result in the computation or
determination of interest in excess of the maximum rate of interest that
legally permitted under applicable law, any and all such excess
shall be and the same is hereby waived by the Holder, and any and
all such excess shall be automatically credited against and in
reduction of the balance due under this indebtedness, and a portion
of said excess which exceeds the balance due under this indebtedness
shall be paid by the Holder to the Maker.

Holder shall have the right to declare the total unpaid
balance hereof to be immediately due and payable in advance of the
maturity date upon the failure of Maker to pay when due any payment
principal or interest or other amount due hereunder; or upon the
occurrence of an Event of Default pursuant to any other Loan
Documents now or hereafter evidencing, securing or guaranteeing
payment of this Note. Exercise of this right shall be without
notice to Maker or to any other person liable for payment hereof,
notice of such exercise being hereby expressly waived.

Any payment hereunder not paid when due (at maturity, upon
acceleration or otherwise) shall bear interest at the highest rate
allowed by applicable law from the due date until paid.

Provided Holder has not accelerated this Note, Maker shall pay holder a late charge of five percent (5%) of any required payment which is not received by Holder when said payment is due pursuant to the Mortgage. The parties agree that said charge is a fair and reasonable charge for the late payment and shall not be deemed a penalty.

Time is of the essence hereunder. In the event that this Note is collected by law or through attorneys at law, or under advice therefrom, Maker agrees, to pay all costs of collection including reasonable attorneys' fees, whether or not suit is brought, and whether incurred in connection with collection, trial, appeal, bankruptcy or other creditors proceedings or otherwise.

Acceptance of partial payments or payments marked "payment in full" or "in satisfaction" or words to similar effect shall not affect the duty of Maker to pay all obligations due hereunder, and shall not affect the right of Holder to pursue all remedies available to it under any Loan Documents.

The remedies of Holder shall be cumulative and concurrent, and may be pursued singularly, successively or together, at the sole discretion of Holder, including specifically any failure to exercise or forbearance in the exercise of any remedy, shall be deemed to be a waiver or release of the same, such waiver or release to be effected only through a written document executed by Holder and then only to the extent specifically recited therein. A waiver or release with reference to any one event shall not be construed as continuing or as constituting a case of dealing, nor shall it be construed as a bar to, or as a waiver or release of, any subsequent remedy as to a subsequent event.

Any notice to be given or to be served upon any party hereto in connection with this Note, whether required or otherwise, may be given in any manner permitted under the Loan Documents.

The term "other person liable for payment hereof" shall include any endorser, guarantor, surety or other person now or hereafter primarily or secondarily liable for the payment of this Note, whether by signing this or another loan document.

Whenever the context so requires, the neuter gender includes the feminine and/or masculine, as the case may be, and the singular number includes the plural, and the plural number includes the singular.

Maker and any other person liable for the payment hereof respectively, hereby (a) expressly waive any valuation and appraisal, presentment, demand for payment, notice of dishonor, protest, notice of nonpayment or protest, all other forms of notice whatsoever, and diligence in collection; (b) consent that Holder may, from time to time and without notice to any of them or demand, (i) extend, rearrange, renew or postpone any or all payments, (ii) release, exchange, add to or substitute all or any part of the collateral for this Note, and/or (iii) release Maker (or any co-maker) or any other person liable for payment hereof, without in any way modifying, altering, releasing, affecting or limiting their respective liability or the lien of any security instrument; and (c) agree that Holder, in order to enforce payment of this Note against any of them, shall not be required first to institute any suit or to exhaust any of its remedies against Maker (or any co-maker) or against any other person liable for payment hereof or to attempt to realize on any collateral for this Note.

The indebtedness evidenced by this Note is and shall be subordinate in right of payment to the prior payment in full of the indebtedness evidenced by a Multifamily Note dated October 27, 1994, in the original principal amount of \$7,680,904.00, issued by and payable to First Housing Development Corporation, a Florida Corporation, ("Senior Lender"), or order, to

ORB 8544 Pg 1275
DOROTHY H. WILKEN, CLERK PB COUNTY, FL

the extent and in the manner provided in that certain Subordination Agreement dated November 5, 1994, between the Maker and Holder of this Note and Senior Lender (the "Subordination Agreement"). The Mortgage securing this Note is and shall be subject and subordinate in all respects to the liens, terms, covenants and conditions of the Multifamily Mortgage securing the Multifamily Note as more fully set forth in the Subordination Agreement. The rights and remedies of the payee and each subsequent holder of this Note under the Mortgage securing this Note are subject to the restrictions and limitations set forth in the Subordination Agreement. Each subsequent holder of this Note shall be deemed, by virtue of such holder's acquisition of the Note, to have agreed to perform and observe all of the terms, covenants and conditions to be performed or observed by the Subordinate Lender under the Subordination Agreement.

MAKER WAIVES ITS RIGHT TO A TRIAL BY JURY IF ANY ACTION, WHETHER ARISING IN CONTRACT OR TORT, BY STATUTE OR OTHERWISE, IN ANY WAY RELATED TO THIS NOTE. THIS PROVISION IS A MATERIAL INDUCEMENT FOR HOLDER'S EXTENDING CREDIT TO MAKER AND NO WAIVER OR LIMITATION OF HOLDER'S RIGHTS UNDER THIS PARAGRAPH SHALL BE EFFECTIVE UNLESS IN WRITING AND MANUALLY SIGNED ON HOLDER'S BEHALF.

IN WITNESS WHEREOF, Maker has executed this Note on the day and year first above written.

CONGRESS PARK LIMITED PARTNERSHIP, a
Texas limited partnership, authorized
to do business as Congress Park CP
Limited Partnership

BY: TCR Congress Park Limited
Partnership, a Texas limited
partnership, as general partner

BY: TCR SFA Congress Park,
Inc. a Texas Corporation,
as general partner

BY: [Signature]
[Name], Vice President
[Address]

[C:\common\update\gongovt\141\CR04-P82.MOT]
[date: 9/22/94]

B₂

This instrument prepared by
and to be returned to: *W-26*
Tammy K. Fields, Esq. *W-26*
Palm Beach County Attorney's Office
P.O. Box 1989
West Palm Beach, FL 33402

MAR-09-1995 10:57am 95-072619
ORB 8650 Pg 28
Con 64,500.00 Doc 225.75
Int 129.00

MORTGAGE AND SECURITY AGREEMENT

THIS MORTGAGE INDENTURE, executed this 6th day of March, 1995, by CONGRESS PARK LIMITED PARTNERSHIP, a Texas limited partnership d/b/a Congress Park CP Limited Partnership, (the "Mortgagor"), as party of the first part, and PALM BEACH COUNTY, a political subdivision of the State of Florida (the "Mortgagee") (which term as used in every instance shall include the Mortgagee's successors and assigns), as party of the second part;

W I T N E S S E T H:

The Mortgagor is the owner of the premises described in Exhibit "A" attached hereto (hereinafter the "Premises") and made a part hereof. Mortgagee has this date loaned Sixty Four Thousand Five Hundred Dollars (\$64,500.00) to Mortgagor and in connection therewith Mortgagor has this date executed and delivered to Mortgagee its Promissory Note in that amount (the "Note"). A true copy of the Note is annexed hereto as Exhibit "B" and forms a part hereof.

This Mortgage is given in accordance with that certain Loan Agreement executed on the 20th day of December, 1994 between Mortgagor and Mortgagee. This Mortgage and Security Agreement, the Note, and the Loan Agreement shall hereinafter collectively be referred to as the "Loan Documents".

GRANTING CLAUSE

NOW, THEREFORE, the Mortgagor, in consideration of the premises and in order to secure payment of both the principal of, and the interest and any other sums payable on, the Note or this Mortgage, and the performance and observance of all the provisions hereof, and of the loan documents, hereby gives, leases, bargains, sells, warrants, aliens, remises, releases, conveys, assigns, transfers, mortgages, hypothecates, deposits, pledges, sets over and confirms unto the Mortgagee, all of the Mortgagor's estate, right, title and interest in, to and under any and all of the Premises, improvements (including improvements to be made hereafter), fixtures here and below described and located on the Premises which sometimes collectively referred to hereinafter as the "Mortgaged Property".

TOGETHER with all and singular the rights, interests and appurtenances whatsoever, in any way belonging, relating or appertaining to any of the Premises hereinabove mentioned or which hereafter shall in any way belong, relate or be appurtenant thereto, whether now owned or hereafter acquired by the Mortgagor including but not limited to all of Mortgagor's sewer capacity rights, and Mortgagor's rights under contracts, permits, licenses and all other documents and payments affecting the Premises, reserving only the right to the Mortgagor to collect the same so long as the Mortgagor is not in default hereunder and so long as the same are not subjected to garnishment levy, attachment or lien,

TO HAVE AND TO HOLD the Premises and all parts, rights, members and appurtenances thereof, to the use, benefit and behalf of the Mortgagee, its successors and assigns in fee simple forever, and the Mortgagor covenants that the Mortgagor is lawfully seized and possessed of the Premises in fee simple and has good right to convey the same, that the same are unencumbered excepting taxes accruing subsequent to 1994, and those certain exceptions appearing

on the Mortgagee's Title Insurance Policy given in connection herewith and specifically approved by Mortgagee, and that the Mortgagor will warrant and defend the title thereto against the claims of all persons whomsoever, except as hereinafter expressly provided.

PROVIDED ALWAYS that if the Mortgagor shall pay unto the Mortgagee all sums required under the terms of the Note, which Note is in the original principal amount of \$64,500.00 and has a maturity date of April 30, 2011, unless such maturity is accelerated as set forth in the Note, and shall comply with and abide by each and every one of the stipulations, agreements, conditions and covenants of the Loan Documents, then in such event this Mortgage and Security Agreement and the estate hereby created shall cease and be null and void.

The Mortgagor covenants with the Mortgagee as follows:

1.1 Payments of Indebtedness. The Mortgagor shall punctually pay the principal and interest and all other sums to become due in respect to the Note at the time and place and in the manner specified in the Note, according to the true intent and meaning thereof, all and any coin or currency of the United States of America which at the time of such payment shall be legal tender for the payment of public and private debts.

1.2 Taxes, Liens and Other Charges.

(a) The Mortgagor, from time to time when the same shall become due and payable, will pay and discharge all taxes of every kind and nature, all general and special assessments, levies, permits, inspection and license fees, all water and sewer rents and charges and all other public charges, whether of a like, or different nature, imposed upon or assessed against the Mortgaged Property or any part thereof or upon the revenues, rents, issues, income and profits of the Mortgaged Property or arising in respect of the occupancy, use or possession thereof. The Mortgagor will, upon the request of the Mortgagee, deliver to the Mortgagee copies of receipts evidencing the payment of all such taxes, assessments, levies, fees, rents and other public charges imposed upon or assessed against the Mortgaged Property or the revenues, rents, issues, income or profits thereof.

(b) The Mortgagor shall pay, from time to time when the same shall become due, all lawful claims and demands of mechanics, materialmen, laborers, and other persons or entities which, if unpaid, might result in or permit the creation of, a lien on Mortgaged Property or any part hereof, or on the revenues, rents, issues, income and profits arising therefrom whether such lien is or may become prior or remain inferior to the Mortgage and also, irrespective of the priority of such other lien(s). Mortgagor in general will do or cause to be done everything necessary so that the lien hereof shall be fully preserved, at the cost of the Mortgagor, without expense to the Mortgagee.

(c) The Mortgagor shall pay any taxes except income taxes imposed on the Mortgagee by reason of the Mortgagee's ownership of the Note or this Mortgage.

1.3 Insurance. The Mortgagor will keep the Mortgaged Property continuously insured in an amount no less than full insurable value which coverage shall insure the Mortgaged Property against loss or damage by fire and by the perils covered by extended coverage and against such other hazards as the Mortgagee, in its sole discretion, shall from time to time require, for the benefit of the Mortgagee. All such insurance at all times will be in an insurance company or companies in such amounts and with terms acceptable to the Mortgagee, with loss, if any, payable to the Mortgagee as its interest may appear, pursuant to a noncontributory mortgagee clause which shall be satisfactory to the Mortgagee; and

forthwith upon the issuance of such policies they will deliver to the Mortgagee copies of receipts for the premiums paid thereon and certificates of insurance and certified copies of such policies. Any policies furnished the Mortgagee shall become its property in the event the Mortgagee becomes the owner of the Premises by foreclosure or otherwise. The Mortgagee is hereby authorized and empowered, at its option, to adjust or compromise any loss under any insurance policies on the Mortgaged Property. Each insurance company is hereby authorized and directed to make payment for all such losses to the Mortgagor and the Mortgagee jointly. Should a loss be incurred, equal to or in excess of fifty percent (50%) of the full insurable value of the Mortgaged Property, then in such event, Mortgagee and Mortgagor may jointly elect to use the proceeds for the reconstruction and repair of the Mortgaged Property or, in the alternative, to apply the net proceeds to the payment of the indebtedness hereby secured, whether then due or not.

1.4 Care of Premises.

(a) The Mortgagor will keep the improvements now or hereafter erected on the Premises in good condition and repair, will not commit or suffer any waste and will not do or suffer to be done anything which will increase the risk of fire or other hazard to the Premises or any part thereof.

(b) If the Premises or any part thereof is damaged by fire or any other cause, the Mortgagee will give immediate written notice of the same to the Mortgagor.

(c) The Mortgagee or its representative is hereby authorized to enter upon and inspect the Premises at any time during normal business hours.

(d) The Mortgagor will promptly comply with all present and future laws, ordinances, rules and regulations of any governmental authority affecting the Premises or any part thereof.

(e) If all or any part of the Premises shall be damaged by fire or other casualty, the Mortgagor will, upon request of the Mortgagee, promptly restore the Premises to the equivalent of its condition immediately prior to such damage, and if a part of the Premises shall be damaged through condemnation, the Mortgagor will, upon request of Mortgagee, promptly restore, repair or alter the remaining part of the Premises in a manner satisfactory to the Mortgagee. The Mortgagee recognizes that this mortgage will be subordinate to a First and Second Mortgage, and to the extent this provision conflicts with the similar terms and conditions of the First or Second Mortgage, the First Mortgage then the Second Mortgage shall supersede and shall be controlling. Nothing contained herein shall, however, relieve the Mortgagor from its obligation to make payments under the Promissory Note in accordance with its terms.

1.5 Further Assurances: Modifications. At any time, and from time to time, upon request by the Mortgagee, the Mortgagor will make, exercise and deliver or cause to be made, executed and delivered, to the Mortgagee, any and all other further instruments, certificates and other documents as may, in the opinion of the Mortgagee, be necessary or desirable in order to effectuate, complete, or perfect or to continue and preserve (i) the obligations of the Mortgagor under the Note, (ii) the security interest of this Mortgage, and (iii) the mortgage lien hereunder. Upon any failure by the Mortgagor so to do the Mortgagee may make, execute and record any and all such instruments, certificates and documents for and in the name of the Mortgagor and the Mortgagor hereby irrevocably appoints the Mortgagee the agent and the attorney in fact of the Mortgagor so to do.

1.6 Expenses. In addition to the expenses described in

subparagraph 2.7(b) hereof, the Mortgagor will pay or reimburse the Mortgagee for all reasonable attorney's fees, costs and expenses, including those in connection with appellate proceedings, incurred by the Mortgagee in any proceedings or in any action, legal proceeding or dispute of any kind which relate to or arise from the Mortgage of the interest created herein, or the Premises, including but not limited to the exercise of the power of sale of this Mortgage, any condemnation action involving the Premises or any action to protect the security hereof; and any such amounts paid by the Mortgagee shall be secured by this Mortgage.

1.7 Estoppel Affidavits. The Mortgagor, upon ten days' prior written notice, shall furnish the Mortgagee a written statement, duly acknowledged, setting forth the unpaid principal of, and interest on, the indebtedness secured hereby and whether or not any off-sets or defenses exist against such principal and interest.

1.8 Subrogation. The Mortgagee shall be subrogated to the claims and liens of all parties whose claims or liens are discharged or paid with the proceeds of the indebtedness secured hereby.

1.9 Performance by Mortgagee of Defaults by Mortgagor. If the Mortgagor shall default in the payment of any tax, lien, assessment or charge levied or assessed against the Premises; in the payment of any utility charge, whether public or private; in the payment of any insurance premium; in the procurement of insurance coverage and the delivery of the insurance policies required hereunder; in the performance of any covenant, term or condition of any leases affecting all or any part of the Premises; or in the performance or observance of any covenant, condition or term of this Mortgage; then the Mortgagee, at its option, may perform or observe the same, and all payments made or costs incurred by the Mortgagee in connection therewith, shall be secured hereby and shall be, without demand, immediately repaid by the Mortgagor to the Mortgagee with interest thereon at the maximum rate provided by law. The Mortgagee shall be the sole judge of the legality, validity and priority of any such tax, lien, assessment, charge, claim, premium and obligation, of the necessity for any such actions and of the amount necessary to be paid in satisfaction thereof. The Mortgagee is hereby empowered to enter and to authorize others to enter upon the Premises or any part thereof for the purpose of performing or observing any such defaulted covenant, condition or term, without thereby becoming liable to the Mortgagor or any other person in possession holding under the Mortgagor.

1.10 Condemnation. In the event of a condemnation (which term when used in the Mortgage shall include any damage or taking by any governmental authority and any transfer by private sale in lieu thereof) either temporarily or permanently, of any part of the Premises constituting twenty percent (20%) or more of the full value of the Premises, or in the event such condemnation makes the Premises unusable for the purposes contemplated herein and in the Loan Agreement, then in such event, the entire indebtedness secured hereby shall at the option of the Mortgagee, become immediately due and payable. Such events shall be a Condemnation Event ("Condemnation Event"); however, any condemnation for less than twenty percent (20%) of value or not rendering the Premises unusable, shall not be affected by this section. In the event of a Condemnation Event: The Mortgagee shall be entitled to all compensation, awards, and other payments or relief thereof, and is hereby authorized at its option, to commence, appear in, and prosecute, in its own, or the Mortgagor's name, any action or proceeding relating to any condemnation; any to settle or compromise any claim in connection therewith; and all such compensation, awards, damages, claims, rights of action and proceeds, and the right thereto from any Condemnation Event are hereby assigned by the Mortgagor to the Mortgagee, who, after deducting therefrom, all its expenses, including attorneys fees, may release any monies received by it without further affecting

this Mortgage and may apply the same in such manner as the Mortgagee shall determine, to the reduction of the sum secured hereby, and any balance of such monies then remaining shall be paid to the Mortgagor. The Mortgagor agrees to execute such further assignment of any compensation, awards, damages, claims, rights of action and proceeds from a Condemnation Event as the Mortgagee may require.

1.11 Environmental Representations.

(a) The Mortgagor covenants with the Mortgagee that the Premises have not been used and will not be used in whole or in part for the storage of hazardous waste.

(b) To Mortgagor's Knowledge, based on a Phase I environmental audit no violation of any Federal, State or local environmental regulations now exists regarding the Mortgage Property.

(c) Mortgagor shall comply with all Federal, State and local environmental regulations during the construction of the improvements on the Premises.

(d) Mortgagor shall give written notice to Mortgagee immediately upon Mortgagor's acquiring knowledge of the presence of any hazardous substances on the Mortgage Property or of any hazardous substances contamination thereon, or of any notices received by Mortgagor that are violations or potential violations of any environmental regulation laws, ordinances, rules or regulations exists on the Mortgage Property.

ARTICLE II.

2.1 Due on Sale or Further Encumbrance Clause. In determining whether or not to make the loan secured hereby, Mortgagee examined the credit-worthiness of Mortgagor, found it acceptable and continues to rely upon the same as the means of repayment of the loan. Mortgagee also evaluated the background and experience of Mortgagor in owning and operating property such as the Premises, found it acceptable and continues to rely upon same as the means of maintaining the value of the Premises, was ably represented by a licensed attorney at law in the negotiation and documentation of the loan secured hereby and bargained at arm's length and without duress or any kind for all of the terms and conditions of the loan, including this provision. Mortgagor further recognizes that any secondary or junior financing placed upon the Premises (a) may divert funds which would otherwise be used to pay the Note secured hereby; (b) could result in acceleration and foreclosure by any such junior encumbrance which would force Mortgagee to take measures and incur expenses to protect its security; (c) could detract from the value of the Premises should Mortgagee's right to accept a deed in lieu of foreclosure, as a foreclosure by Mortgagee would be necessary to clear the title to the Premises.

In accordance with the foregoing and for the purposes of (i) protecting Mortgagee's security both of repayment by Mortgagor and of value of the Premises; (ii) giving Mortgagee the full benefit of its bargain and contract with Mortgagor; (iii) allowing Mortgagee to raise the interest rate and/or collect assumption fees; and (iv) keeping the Premises free of subordinate financing liens, Mortgagor agrees that if this paragraph be deemed a restraint on alienation, that it is a reasonable one and that any sale, conveyance, assignment, further encumbrance or other transfer of title to the Premises or any interest therein (whether voluntarily or by operation of law) without the Mortgagee's prior written consent, which may be withheld for any reason, shall be an Event of Default hereunder. For the purpose of and without limiting the generality of, the preceding sentence, the occurrence at any time of any of the following events shall be deemed to be an unpermitted transfer

of title to the Premises and therefore an Event of Default hereunder.

(a) any sale, conveyance, assignment or other transfer of or the grant of a security interest in, all or any part of the title to the premises,

(b) any new or additional liabilities without the prior written consent of Mortgagee,

Any consent by the Mortgagee, or any waiver of an event of default, under this Paragraph shall not constitute a consent to, or waiver of any right, remedy or power of the Mortgagee upon a subsequent event of default under this Paragraph.

2.2. Default. A default shall have occurred hereunder if:

(a) The Mortgagor shall fail to pay in full within fifteen (15) days from the date due and payable any installment of principal, interest, late charges or escrow deposits as required by the Note, this Mortgage and otherwise; or

(b) The Mortgagor shall fail to duly observe on time any other covenant, condition or agreement of this Mortgage the Loan Documents or of any other instrument evidencing, security or executed in connection with the indebtedness secured hereby, and such failure continues for a period of fifteen (15) days following written notice by the Mortgagee; or

(c) Any warranties or representations made or agreed to be made in any of the Loan Documents shall be breached by the Mortgagor or shall prove to be false or misleading and such breach is not cured within 15 days following notice from Mortgagee; or

(d) Any lien for labor or material or otherwise shall be filed against the Premises, and such lien is not canceled, removed or transferred within thirty (30) days; or

(e) A levy shall be made under any process on, or a receiver be appointed for, the Premises or any other property of the Mortgagor; or

(f) The Mortgagor shall file a voluntary petition in bankruptcy, or any other petition or answer seeking or acquiescing in any reorganization, arrangement, composition, readjustment, liquidation or similar relief for the Mortgagor under any present or future federal, state or other statute, law or regulation relating to bankruptcy, insolvency or other relief for debtor; or

(g) The Mortgagor shall seek or consent to or acquiesce in the appointment of any trustee, receiver or liquidator of the Mortgagor or of all or any part of the Premises or of any or all of the rents, revenues, issues, earnings, profits or income thereof; or

(h) The Mortgagor shall make any general assignment for the benefit of creditors; or

(i) In any legal proceeding the Mortgagor shall be alleged to be insolvent or unable to pay the Mortgagor's debts as they become due and is not dismissed within sixty (60) days of Filing

(j) The Mortgagor shall do, or shall omit to do, any act, or any event shall occur, as a result of which any obligation of the Mortgagor, not arising hereunder, may be declared immediately due and payable by the holder thereof; or

(k) A breach by Mortgagor of any covenant, representation, or warranty set forth in the Loan Agreement and the expiration of any applicable grace period, or an Event of Default

occurs under the terms of the Loan Agreement or any of the other Loan Documents pertaining to the Note and Mortgage; or

(l) One Hundred Percent (100%) of the Mortgaged Property shall cease to be reserved for households who have low or very low income pursuant to U.S. Government HUD guidelines for a period of thirty (30) years from the date hereof.

(m) If the Mortgagee shall reasonably believe that any one or more of the defaults enumerated in paragraphs (a) through (l) may occur, then the Mortgagee shall notify the Mortgagor of the specific facts which create the reasonable basis for its belief and shall request the Mortgagor to provide satisfactory evidence to the Mortgagee that such default is not likely to occur or that Mortgagor has taken appropriate steps to cure the default if it should occur.

2.3 Special Conditions.

(a) Upon sale, transfer, or refinancing of the Premises, all available proceeds of the sale shall be applied to pay the following items in order of priority:

- (1) Expenses of the sale;
- (2) First Mortgage debt in full, including Fees;
- (3) Second Mortgage debt in full, including Fees;
- (4) All accrued but unpaid interest on the Note;

(b) All of the principal and interest of the indebtedness secured hereby shall be due and payable upon sale, transfer, or refinancing,

(c) The indebtedness secured hereby shall be serviced by the Mortgagee or by a lending institution selected by Mortgagee.

(d) The discrimination provision of §420.516, Florida Statutes, shall apply to the loan secured hereby.

A violation of any of the above stated Special Conditions by Mortgagor shall constitute a default hereunder.

2.4 Acceleration of Maturity. If a default shall have occurred hereunder, then the whole unpaid principal sum of the indebtedness secured hereby with interest accrued thereon shall, at the option of the Mortgagee, become due and payable without notice or demand, time being of the essence of this Mortgage and of the Note secured hereby; and no omission on the part of the Mortgagee to exercise such option when entitled so to do shall be considered as a waiver of such right.

2.5 Right of Lender to Enter and Take Possession.

(a) If any default shall have occurred and be continuing, the Mortgagor, upon demand of the Mortgagee, shall forthwith surrender to the Mortgagee the actual possession of the Premises and if, and to the extent permitted by law, the Mortgagee may enter and take possession of the Premises and may exclude the Mortgagor and the Mortgagor's agents and employees wholly therefrom. In the event Mortgagee exercises its rights pursuant to this subparagraph (a), the Mortgagee shall be deemed to be acting as agent of Mortgagor and not as owner of the Premises.

(b) For the purpose of carrying out the provisions of this paragraph 2.6, the Mortgagor hereby constitutes and appoints the Mortgagee the true and lawful attorney in fact of the Mortgagor to do and perform, from time to time, any and all actions necessary and incidental to such purpose and does, by these

presents, ratify and confirm any and all actions of said attorney in fact in the Premises.

(c) Whenever all such defaults have been cured and satisfied, the Mortgagee shall surrender possession of the Premises to the Mortgagor, provided that the right of the Mortgagee to take possession, from time to time, pursuant to subparagraph 2.6(a) shall exist if any subsequent default shall occur and be continuing.

2.6. Appointment of a Receiver and Foreclosure.

(a) If a default shall have occurred hereunder, then the whole debt secured by this Mortgage, with all interest thereon, and all other amounts hereby secured shall, at the option of Mortgagee, become immediately due and payable, and may forthwith or at any time thereafter be collected by suit at law, foreclosure of or other proceeding upon this Mortgage or by any other proper, real or equitable procedure without declaration of such option and without notice.

(b) In any suit to foreclose the lien hereof, there shall be allowed and included as additional indebtedness in the decree for sale all expenditures and expenses which may be paid or incurred by or on behalf of the Mortgagee for attorneys' fees, appraisers' fees, outlays for documentary and expert evidence, stenographers' charges, publication cost and costs (which may be estimated as to items to be expended after entry of the decree) of procuring all such abstract of title, title searches and examinations, title insurance policies, and similar data and assurances with respect to title as Mortgagee may deem to be reasonably necessary either to prosecute such suit or to evidence to bidders at any sale which may be had pursuant to such decree the true condition of the title to or the value of the Premises. All expenditures and expenses of the nature in this paragraph mentioned shall become so much additional debt secured hereby and shall be immediately due and payable with interest thereon at the maximum rate provided by law, when paid or incurred by Mortgagee in connection with (i) any proceeding, including foreclosure, probate and bankruptcy proceedings, to which it shall be a party, either as plaintiff, claimant, or defendant, by reason of this Mortgage, or any indebtedness hereby secured, (ii) preparations for the commencement of any suit for the foreclosure hereof after accrual of such right to foreclose whether or not actually commenced, or (iii) preparations for the defense of any threatened suit or proceeding which might affect the Premises or the security hereof, whether or not actually commenced.

(c) Upon, or at any time after, the filing of a complaint to foreclose this Mortgage, the court in which such complaint is filed may appoint a receiver of the Premises. Such appointment may be made either before or after sale, without notice, without regard to the solvency or insolvency of Mortgagor at the time of application for such receiver and without regard to the then value of the Premises. Such receiver shall have power to collect the rents, issues and profits of the Premises during the pendency of such foreclosure suit, and in case of a sale and a deficiency, during the full statutory period of redemption, if any, whether there be redemption or not, as well as during any further times when Mortgagor except for the intervention of such receiver, would be entitled to collect such rents, issues and profits, and all other powers which may be necessary or are usual in such cases for the protection, possession, control, management and operation of the Premises during the whole of said period.

(d) Mortgagor shall deliver to Mortgagee at any time on its request, all agreements for deed, contracts, leases, abstracts, title insurance policies, muniments of title, surveys and other papers relating to the Premises, and in case of foreclosure thereof and failure to redeem, the same shall be delivered to and become the property of the person obtaining a deed to the Premises by

reason of such foreclosure.

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2.7 Discontinuance of Proceedings and Restoration of the Parties. In case the Mortgagee shall have proceeded to enforce any right or remedy under this Mortgage by receiver, entry or otherwise, and such proceedings shall have been discontinued or abandoned for any reason or shall have been determined adverse to the Mortgagee, then in every such case the Mortgagor and the Mortgagee shall be restored to their former positions and rights hereunder, and all rights, powers and remedies of the Mortgagee shall continue as if no such proceeding had been taken.

2.8 Remedies Cumulative. No right, power or remedy conferred upon or reserved by the Mortgagee by this Mortgage is intended to be exclusive of any other right, power or remedy, but each and every such right, power and remedy shall be cumulative and concurrent and shall be in addition to any other right, power and remedy given hereunder or now or hereafter existing at law or in equity or by statute.

2.9 Stamp and Excise Tax. If any documentary additional stamp or excise tax shall become applicable with respect to this Mortgage, the Note, any loan or credit extended hereunder, or any security agreement, guaranty, the loan agreement or other document, the Mortgagor shall promptly pay such tax in full (including interest and penalties, if any) and shall hold the Mortgagee harmless with respect thereto. The Mortgagor's liability under this paragraph 2.10 will survive the repayment of indebtedness under the Note.

ARTICLE III.

3.1 Successors and Assigns Included in Parties. Whenever in this Mortgage one of the parties hereto is named or referred to, the heirs, legal representatives, successors and assigns of such parties shall be included and all covenants and agreements contained in this indenture by or on behalf of the Mortgagee and by or on behalf of the Mortgagee shall bind and inure to the benefit of their respective heirs, legal representatives, successors and assigns, whether so expressed or not. Provided, however, that the Mortgagor shall have no right to assign its obligations hereunder without the prior written consent of the Mortgagee, which shall not be unreasonably withheld.

3.2 Headings. The headings of the sections, paragraphs and subdivisions of this Mortgage are for the convenience of reference only and shall not limit or otherwise affect any of the terms hereof.

3.3 Invalid Provisions to Affect No Others. If fulfillment of any provision hereof or any transaction related hereto or to the Note, at the time performance of such provisions shall be due, shall involve transcending the limit of validity prescribed by law, then ipso facto, the obligation to be fulfilled shall be reduced to the limit of such validity; and if any clause or provision herein contained operates or would prospectively operate to invalidate this Mortgage in whole or in part, then such clause or provision only shall be held for naught, as though not herein contained, and the remainder of this Mortgage shall remain operative and in full force and effect. Notwithstanding any provision contained herein, the total liability of Mortgagor for payment of interest, including service charges, penalties or any other fees shall not exceed the maximum amount of such interest permitted by applicable law to be charged, and if any payments by Mortgagor include interest in excess to the reduction of the unpaid principal amount due and pursuant hereto.

3.4 Number and Gender. Whenever the singular or plural number, masculine or feminine or neuter gender is used herein, it shall equally include the other.

ARTICLE IV.

4.1 **Notice.** Any notice or other communication required or permitted to be given hereunder shall be sufficient if in writing and delivered in person or sent by United States Certified Mail, postage prepaid, to the parties being given such notice at the following addresses:

Mortgagor: Congress Park Limited Partnership
6400 Congress Ave., 2000
Boca Raton, FL 33487
Attn: William C. MacDonald

With a copy to: Jeff Deutch
Broad and Cassel
7777 Glades Road
Boca Raton, FL 33434

Mortgagee: Palm Beach County
c/o County Attorney's Office
301 North Olive Avenue, Suite 601
West Palm Beach, FL 33401

Any party may change said address by giving the other parties hereto notice of such change of address. Notice given as hereinabove provided shall be deemed given on the date of its deposit in the United States Mail and, unless sooner received, shall be deemed received by the party to whom it is addressed on the third calendar day following the date on which said notice is deposited in the mail, or if a courier system is used, on the date of delivery of the notice.

ARTICLE V.

5.1 **Future Advances.** It is agreed that this Mortgage shall also secure such future or additional advances as may be made by the Mortgage at its option to the Mortgagor, or its successor in title, for any purpose, provided that all those advances are to be made within three (3) years from the date of this Mortgage, or within such lesser period of time as may be provided hereafter by law as a prerequisite for the sufficiency of actual notice or records notice of the optional future or additional advances as against the rights of creditors or subsequent purchasers for valuable consideration. The total amount of indebtedness secured by this Mortgage may decrease or increase from time to time, but the total unpaid balance so secured at any one time shall not exceed twice the principal amount of the Note, plus interest, and any disbursements made for the payment of taxes, levies or insurance on the Premises with interest on those disbursements. If, pursuant to Florida Statutes Section 697.04, Mortgagor files a notice specifying the dollar limit beyond which future advances made pursuant to this Mortgage will not be secured by this Mortgage, then Mortgagor shall, within one (1) year of day of filing such notice, notify Mortgagee and its counsel by certified mail pursuant to Section 4.1 of this Mortgage. In addition, such a filing shall constitute a default hereunder.

5.2 **Lien Priority.** The lien priority of this Mortgage shall not be affected by any changes in the Note including, but not limited to, an increase in the interest rate charged pursuant to the Note. Any parties acquiring an interest in the Premises subsequent to the date of this Mortgage is recorded shall acquire such interest in the Premises with notice that Mortgagee may increase the interest rate charged pursuant to the Note or otherwise modify the Note and the Note, as modified, and the Mortgage shall remain superior to the interest of any Party in the Premises acquired subsequent to the date of this Mortgage is recorded, other than the First and Second Mortgage.

5.3 Security Agreement. This instrument also creates a security interest in any and all equipment and furnishings as are considered or determined to be personal property or fixtures, together with all replacements, substitutions, additions, products and proceeds thereof, in favor of the Mortgagee under the Florida Uniform Commercial Code to secure payment of principal, interest and other amounts due Mortgagee now or hereafter secured hereby, and Mortgagee shall also have all the rights and remedies of a secured part under the Florida Uniform Commercial Code shall be cumulative and in addition to all other rights and remedies of Mortgagee arising under the common law or any other laws of the State of Florida or any other jurisdiction.

5.4 Choice of Law. This Mortgage is to be construed in all respects and enforced according to the laws of the State of Florida and you shall be in Palm Beach County.

5.5 Binding Effect. This Mortgage shall be binding upon and insure to the benefit of the Mortgagor and Mortgagee hereto, and their respective heirs, successors and assigns.

IN WITNESS WHEREOF, the Mortgagor has executed and sealed this Mortgage, the day and year first above written.

Witnesses:

CONGRESS PARK LIMITED PARTNERSHIP, a Texas limited partnership, authorized to do business as Congress Park CP Limited Partnership

BY: TCR Congress Park Limited Partnership, a Texas limited partnership, as general partner

BY: TCR SFA Congress Park, Inc. a Texas Corporation, as general partner

BY: William C. MacDonald
William C. MacDonald
Vice President

STATE OF FLORIDA
PALM BEACH COUNTY

The foregoing instrument was acknowledged before me this 6th day of March, 1995 by William C. MacDonald, Vice President of TCR SFA CONGRESS PARK, INC. as general partner of TCR CONGRESS LIMITED PARTNERSHIP, as general partner of CONGRESS PARK LIMITED PARTNERSHIP, who is personally known to me or who has produced N/A as identification and who did/did not take an oath.

Bonnie Spiceland
(Signature of Notary)

Bonnie Spiceland
(Typed, Printed, or Stamped Name of Notary)
My Commission Expires

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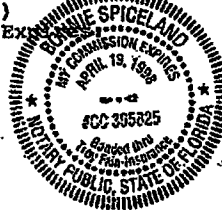


EXHIBIT "A"

LEGAL DESCRIPTION

All of CONGRESS PARK, less Tract B, according to the plat thereof, recorded in Plat Book 73, Page 142, Public Records of Palm Beach County, Florida.

PROMISSORY NOTE

\$64,500.00

West Palm Beach, Florida
March 6, 1995

FOR VALUE RECEIVED the undersigned CONGRESS PARK LIMITED PARTNERSHIP, a Texas limited partnership d/b/a Congress Park CP Limited Partnership ("Maker"), promises to pay to the order of PALM BEACH COUNTY, a political subdivision of the State of Florida, together with any other holder hereof ("Holder"), at 301 North Olive Avenue, West Palm Beach, Florida 33401, or such other place as Holder may from time to time designate in writing, the principal sum of SIXTY-FOUR THOUSAND FIVE HUNDRED (\$64,500.00) DOLLARS plus accrued interest, to be paid in lawful money of the United States of America, as follows:

- 1) This Note shall bear interest computed at the stated rate of three (3%) percent per annum on the outstanding principal balance from time to time remaining unpaid from the date of each disbursement.
- 2) Repayment hereunder shall occur as follows:
 - (a) From the date hereof until December 31, 1999 no payments will be required and interest will accrue and be payable at the maturity date.
 - (b) Repayment thereafter shall be limited to the actual cash flow of the Project which shall be determined annually on a calendar year basis, commencing with the year 1999, and certified by an independent Certified Public Accountant acceptable to the County, prior to the annual payment due date. The first annual payment due date hereunder shall be on April 30, 2000, with respect to all payments due under subparagraph 4) below for the preceding calendar year. Subsequent annual payments shall be due on the 30th day of April for each preceding calendar year thereafter through April 30, 2011 (Maturity Date), at which time all outstanding principal indebtedness together with all accrued and unpaid interest thereon shall be due and payable, unless acceleration is made by Holder pursuant to the provisions hereof.
- 3) Maker agrees to provide annually to Holder a certification of Project income and expenses, and certified by an independent Certified Public Accountant acceptable to the County, which shall be used by Holder to determine payments due hereunder. Said certification shall be provided prior to each annual due date commencing in the year 2000.
- 4) Commencing with the year 1999, payments from Project income as determined by Holder shall be applied to pay the following items in order of priority:
 - a) Base interest payment on principal balance equal to three percent (3%) per annum; and
 - b) Any such base payment of interest hereunder deferred from previous years commencing with the year 1999.

EXHIBIT "B"

1

- 5) Any payments of current or deferred base interest due annually hereunder shall be deferred until the next annual due date to the extent that Project income is insufficient to make said payments pursuant to the payment priority schedule in paragraph (4) above and as determined by Maker.
- 6) This Note may be prepaid in whole or in part at any time, without penalty or premium. Any prepayment hereunder shall be applied first to unpaid costs of collection, servicing fees, and late charges, if any, then to accrued, deferred and unpaid interest and the balance, if any, to the principal balance.
- 7) After maturity or acceleration, this Note shall bear interest at the Default Interest Rate until paid in full.
- 8) All terms hereunder shall be as construed and defined in Chapter 91-28, Florida Administrative Code.

PALM BEACH COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA IS EXEMPT FROM PAYMENT OF EXCISE TAX ON DOCUMENTS. STAMPS HAVE BEEN AFFIXED TO THE MORTGAGE AND CANCELED AS REQUIRED BY LAW.

This Note is executed pursuant to the terms and conditions of that certain Loan Agreement dated December 20, 1994 between Maker, as Borrower, and Holder, as Lender, is secured by a Mortgage and Security Agreement (the "Mortgage") encumbering certain real property located in Palm Beach County, Florida (the "Premises"), all of even date herewith. The foregoing and all other agreements, instruments and documents delivered in connection therewith and herewith are collectively referred to as the "Loan Documents."

This Note has been executed and delivered in, and is to be governed by and construed under the laws of, the State of Florida, as amended, except as modified by the laws and regulations of the United States of America.

Nothing herein contained, nor any transaction related thereto, shall be construed or so operate as to require the Maker to pay interest at a greater rate than is now lawful in such case to contract for, or to make any payment, or to do any act contrary to ethical law. Should any interest or other charges paid by the Maker, or parties liable for the payment of this Note, in connection with the Loan Documents result in the computation or earning of interest in excess of the maximum rate of interest that is legally permitted under applicable law, any and all such excess shall be and the same is hereby waived by the Holder, and any and all such excess shall be automatically credited against and in reduction of the balance due under this indebtedness, and a portion of said excess which exceeds the balance due under this indebtedness shall be paid by the Holder to the Maker.

Holder shall have the right to declare the total unpaid balance hereof to be immediately due and payable in advance of the Maturity Date upon the failure of Maker to pay when due any payment of principal or interest or other amount due hereunder; or upon the occurrence of an Event of Default pursuant to any other Loan Documents now or hereafter evidencing, securing or guarantying payment of this Note. Exercise of this right shall be without notice to Maker or to any other person liable for payment hereof, notice of such exercise being hereby expressly waived.

Any payment hereunder not paid when due (at maturity, upon acceleration or otherwise) shall bear interest at the highest rate allowed by applicable law from the due date until paid.

Provided Holder has not accelerated this Note, Maker shall pay holder a late charge of five percent (5%) of any required payment which is not received by Holder when said payment is due pursuant to the Mortgage. The parties agree that said charge is a fair and reasonable charge for the late payment and shall not be deemed a penalty.

Time is of the essence hereunder. In the event that this Note is collected by law or through attorneys at law, or under advice therefrom, Maker agrees, to pay all costs of collection including reasonable attorneys' fees, whether or not suit is brought, and whether incurred in connection with collection, trial, appeal, bankruptcy or other creditors proceedings or otherwise.

Acceptance of partial payments or payments marked "payment in full" or "in satisfaction" or words to similar effect shall not affect the duty of Maker to pay all obligations due hereunder, and shall not affect the right of Holder to pursue all remedies available to it under any Loan Documents.

The remedies of Holder shall be cumulative and concurrent, and may be pursued singularly, successively or together, at the sole discretion of Holder, including specifically any failure to exercise or forbearance in the exercise of any remedy, shall be deemed to be a waiver or release of the same, such waiver or release to be effected only through a written document executed by Holder and then only to the extent specifically recited therein. A waiver or release with reference to any one event shall not be construed as continuing or as constituting a case of dealing, nor shall it be construed as a bar to, or as a waiver or release of, any subsequent remedy as to a subsequent event.

Any notice to be given or to be served upon any party hereto in connection with this Note, whether required or otherwise, may be given in any manner permitted under the Loan Documents.

The term "other person liable for payment hereof" shall include any endorser, guarantor, surety or other person now or hereafter primarily or secondarily liable for the payment of this Note, whether by signing this or another loan document.

Whenever the context so requires, the neuter gender includes the feminine and/or masculine, as the case may be, and the singular number includes the plural, and the plural number includes the singular.

Maker and any other person liable for the payment hereof respectively, hereby (a) expressly waive any valuation and appraisal, presentment, demand for payment, notice of dishonor, protest, notice of nonpayment or protest, all other forms of notice whatsoever, and diligence in collection; (b) consent that Holder may, from time to time and without notice to any of them or demand, (i) extend, rearrange, renew or postpone any or all payments, (ii) release, exchange, add to or substitute all or any part of the collateral for this Note, and/or (iii) release Maker (or any co-maker) or any other person liable for payment hereof, without in any way modifying, altering, releasing, affecting or limiting their respective liability or the lien of any security instrument; and (c) agree that Holder, in order to enforce payment of this Note against any of them, shall not be required first to institute any suit or to exhaust any of its remedies against Maker (or any co-maker) or against any other person liable for payment hereof or to attempt to realize on any collateral for this Note.

The indebtedness evidenced by this Note is and shall be subordinate in right of payment to the prior payment in full of the indebtedness evidenced by a Multifamily Note dated October 27, 1994, in the original principal amount of \$8,951,904.00, issued by and payable to First Housing Development Corporation, a Florida Corporation, ("Senior Lender"), or order, to the extent and in the

manner provided in that certain Subordination Agreement dated November 15, 1994, between the Maker and Holder of this Note and Senior Lender (the "Subordination Agreement"). The Mortgage securing this Note is and shall be subject and subordinate in all respects to the liens, terms, covenants and conditions of the Multifamily Mortgage securing the Multifamily Note as more fully set forth in the Subordination Agreement. The rights and remedies of the payee and each subsequent holder of this Note under the Mortgage securing this Note are subject to the restrictions and limitations set forth in the Subordination Agreement. Each subsequent holder of this Note shall be deemed, by virtue of such holder's acquisition of the Note, to have agreed to perform and observe all of the terms, covenants and conditions to be performed or observed by the Subordinate Lender under the Subordination Agreement.

The indebtedness evidenced by this Note also is and shall be subordinate in right of payment to the prior payment in full of the indebtedness evidenced by a Promissory Note dated December 15, 1994, in the original principal amount of \$288,000.00, issued by and payable to Palm Beach County or order. The Mortgage securing this Note is and shall be subject and subordinate in all respects to the liens, terms, covenants and conditions of the Mortgage and Security Agreement executed in favor of Palm Beach County.

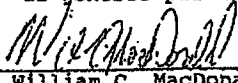
MAKER WAIVES ITS RIGHT TO A TRIAL BY JURY IF ANY ACTION, WHETHER ARISING IN CONTRACT OR TORT, BY STATUTE OR OTHERWISE, IN ANY WAY RELATED TO THIS NOTE. THIS PROVISION IS A MATERIAL INDUCEMENT FOR HOLDER'S EXTENDING CREDIT TO MAKER AND NO WAIVER OR LIMITATION OF HOLDER'S RIGHTS UNDER THIS PARAGRAPH SHALL BE EFFECTIVE UNLESS IN WRITING AND MANUALLY SIGNED ON HOLDER'S BEHALF.

IN WITNESS WHEREOF, Maker has executed this Note on the day and year first above written.

CONGRESS PARK LIMITED PARTNERSHIP, a
Texas limited partnership, authorized
to do business as Congress Park CP
Limited Partnership

BY: TCR Congress Park Limited
Partnership, a Texas limited
partnership, as general partner

BY: TCR SFA Congress Park,
Inc. a Texas Corporation,
as general partner

BY: 
William C. MacDonald
Vice President

[G:\common\update\eng\tkf\CROW-PR2.NOT]
[lhrs: 3/6/95]

PG 10/1
✓
PREPARED BY AND
AFTER RECORDING RETURN TO:
JEFFREY A. DEUTCH, P.A.
Broad and Cassel
7777 Glades Road, Suite 300
Boca Raton, Florida 33434

NOV-15-1996 12:14pm 96-400783
PBB 9529 Pg 545
RECORDED

SUBORDINATION AGREEMENT

10/1 THIS SUBORDINATION AGREEMENT ("Agreement") is executed on this day of October, 1996, by Palm Beach County ("Subordinate Lender") to and for the benefit of Massachusetts Mutual Life Insurance Company ("Senior Lender").

WHEREAS, Congress Park Limited Partnership, a Texas Limited Partnership ("Borrower") has requested Senior Lender to make a loan to Borrower in the aggregate principal amount of \$8,600,000 (the "Senior Loan"), which Senior Loan is or shall be evidenced by a Consolidation and Renewal Promissory Note in the amount of \$8,600,000 (which Promissory Note, together with any and all renewals, extensions, modifications and amendments thereto and any and all substitutions therefor is hereinafter called the "Senior Note") and secured by an Amended and Restated Mortgage and Security Agreement dated of even date with the Senior Note, recorded or to be recorded in the Public Records of Palm Beach County, Florida, encumbering the property described in Exhibit "A" hereto ("Property") and granting a security interest in other property of Borrower (which Mortgage and Security Agreement, together with any and all renewals, extensions, modifications and amendments thereto and any and all substitutions therefor is hereinafter called the "Senior Mortgage"); and

WHEREAS, Subordinate Lender is the holder of two promissory Notes dated December 1, 1994 and March 6, 1995 in the principal amounts of \$288,000 and \$ 64,500 made payable by Borrower (which Promissory Notes, together with any and all renewals, extensions, modifications and amendments thereto and any and all substitutions therefor are hereinafter called the "Subordinate Notes"), the payment and performance of which are secured by Mortgages and Security Agreements recorded respectively on December 15, 1994 in Official Records Book 8544 at Page 1260 and on March 9, 1995 in Official Records Book 8650 at Page 28 of the Palm Beach County Public Records, encumbering the Property (which Mortgages and Security Agreements, together with any and all renewals, extensions, modifications and amendments thereto and any and all

RECORDED

Subordinate Mortgages are subject and inferior to the provisions of the Senior Note and Senior Mortgage, and in the event of any conflict between the provisions of the Senior Note and Senior Mortgage and the Subordinate Notes and Subordinate Mortgages, then the terms of the Senior Note and Senior Mortgage shall govern, prevail and control.

3. Subordinate Lender agrees that Senior Lender may grant extensions of the time of payment or performance of the Senior Note and any other present or future obligations of Borrower to Senior Lender, and make compromises, including the releases of collateral and settlements with Borrower.

4. This Agreement shall continue so long as any amounts are outstanding on the Senior Note or otherwise are owed to Senior Lender by Borrower or any other obligations of Borrower to Senior Lender remain outstanding.

5. This Agreement shall be binding upon Subordinate Lender, its successors and assigns, and shall inure to the benefit of Senior Lender, its successors and assigns.

6. This Agreement shall be construed in accordance with the laws of the State of Florida and any suits, actions or proceedings arising out of or relating to this Agreement may be commenced and maintained in any court of competent subject matter jurisdiction in the State of Florida and Subordinate Lender specifically consents to such jurisdiction or venue.

7. All notices hereunder shall be in writing and shall be deemed given three days following the date mailed by certified mail, return receipt requested to the party for whom intended at the following addresses or such other address as is most recently provided by written notice from one party to the other:

If to Senior Lender:

Massachusetts Mutual Life
Insurance Company
1295 State Street
Springfield, MA 0111
ATTN: Vice President & Senior
Managing Director
Mortgage Portfolio Dept.
Real Estate Investment Div

If to Subordinate Lender:

Board of County Commissioners
c/o Palm Beach County Attorney's
Office
P. O. Box 1989
West Palm Beach, FL 33402-1989

8. The provisions of this Agreement shall be severable and any invalidity, unenforceability or illegality of any provision or provisions hereof shall not affect the remaining provisions of this Agreement.

9. In any suit, action or proceeding arising out of or in connection with this Agreement, the prevailing party shall be entitled to recover, as part of the judgment, an award of the actual amount of attorneys' fees and disbursements billed to such party in connection therewith, including fees and disbursements relating to one or more appeals.

10. Subordinate Lender recognizes that Senior Lender shall advance the loan evidenced by the Senior Note which is secured by the Senior Mortgage in reliance upon all the terms and conditions of this Agreement.

IN WITNESS WHEREOF, Subordinate Lender has executed this Agreement on the date first set forth above.

ATTEST:

DOROTHY H. WILKEN, CLERK

PALM BEACH COUNTY, FLORIDA, a political subdivision of the State of Florida
BY ITS BOARD OF COUNTY COMMISSIONERS

BY: April C. Smith
Deputy clerk April C. Smith

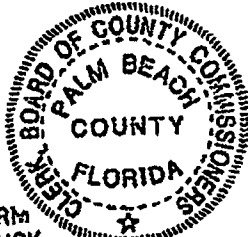
BY: Ken Foster
Chair Ken Foster

STATE OF FLORIDA

PALM BEACH COUNTY

The foregoing instrument was acknowledged before me this 18th day of October, 1996 by Ken Foster, who is personally known to me or who has produced N/A as identification and who did/did not take an oath.

WILLA OSWALT
COMMISSIONER # CG 264437
EXPIRES MAY 6, 1998
BONDED F-MU
ATLANTIC BONDING CO., INC.



Willa Oswalt
(Signature of Notary)

Willa Oswalt
(Typed, Printed, or Stamped)

Name of Notary

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

James L. Smith
COUNTY ATTORNEY

EXHIBIT "A"

ORB 9529 Pg 549
DOROTHY H. WILKIN, CLERK PB COUNTY, FL

ALL OF CONGRESS PARK, LESS TRACT "B", according to the
plat thereof, as recorded in Plat Book 73, Page 142,
Public Records of Palm Beach County, Florida.

NOTICE OF RESOLUTION

ALLONGE TO PROMISSORY NOTE

THIS ALLONGE TO PROMISSORY NOTE ("Allonge") is made effective as of April 30, 2011, by CONGRESS PARK LIMITED PARTNERSHIP, a Texas limited partnership, f/k/a CONGRESS PARK CP LIMITED PARTNERSHIP whose business address is 501 North Magnolia Avenue, Orlando, FL 32801 ("Maker" or "Borrower"), to and for the benefit of PALM BEACH COUNTY, a political subdivision existing under the laws of the State of Florida, whose address is 301 North Olive Avenue, West Palm Beach, FL 33401 (the "County").

WITNESSETH:

WHEREAS, Maker is indebted to County pursuant to, and in accordance with, that certain Promissory Note dated December 1994 in the principal amount of TWO HUNDRED EIGHTY-EIGHT THOUSAND DOLLARS (\$288,000.00) executed by Maker in favor of County (the "Note");

WHEREAS, the Note is secured by that certain Mortgage and Security Agreement dated and recorded as of December 15, 1994 and recorded in O.R. Book 8544, Page 1260, as subordinated to the lien of the insured Mortgage by Subordination Agreement recorded November 15, 1996 in O.R. Book 9529, Page 545 of the Public Records of Palm Beach County, Florida, given by Maker in favor of County (the "Mortgage"), which Mortgage encumbers certain property located in Palm Beach County, Florida, as more particularly described therein (the "Development"); and

WHEREAS, the County approved the Borrower's request for an extension of the maturity date of the Note, to allow the Borrower sufficient time to refinance the Development to maintain the Development's affordability.

NOW, THEREFORE, the Maker ratifies the Note and agrees as follows:

1. This Allonge is to be physically attached to the Note and is incorporated into and forms a part of the Note.
2. All references in the Note and the Mortgage to the term "Note" shall mean the Note as amended and endorsed by this Allonge.
3. The Maturity Date of the Note is hereby amended to read "November 1, 2011".
4. Except as amended hereby, the Note is restated and republished in its entirety and remains in full force and effect and shall be binding upon Maker, its representatives, successors and assigns.

[SIGNATURE PAGE TO FOLLOW]

Attachment 2

**SIGNATURE PAGE TO
ALLONGE TO PROMISSORY NOTE**

IN WITNESS WHEREOF, Maker has executed this Allonge as of the date and year first written above.

CONGRESS PARK LIMITED PARTNERSHIP,
a Florida limited partnership

By: BRM Florida Congress, LLC, a Florida
limited partnership, it's a general partner

By: _____

Louis E. Vogt, Manager

Delivery acknowledged and accepted this _____ day of _____, 2011, by PALM BEACH COUNTY, a Political Subdivision of the State of Florida.

(COUNTY SEAL BELOW)

PALM BEACH COUNTY, FLORIDA, a

Political Subdivision of the State of

Florida

BOARD OF COUNTY COMMISSIONERS

By: _____

Karen T. Marcus, Chair

Board of County Commissioners

ATTEST: Sharon R. Bock,
Clerk & Comptroller

By: _____

Document

No.: _____

Deputy Clerk

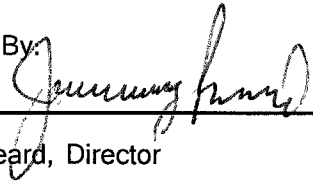
Approved as to Form and
Legal Sufficiency

Approved as to Terms and Conditions:
Dept. of Housing and
Community Development

By: _____

Tammy K. Fields
Senior Assistant County Attorney

By: _____

A handwritten signature in dark ink, appearing to read "Journey Beard", is written over a horizontal line.

Journey Beard, Director
Contract Development and Quality Control

ALLONGE TO PROMISSORY NOTE

THIS ALLONGE TO PROMISSORY NOTE ("Allonge") is made effective as of April 30, 2011, by CONGRESS PARK LIMITED PARTNERSHIP, a Texas limited partnership, f/k/a CONGRESS PARK CP LIMITED PARTNERSHIP whose business address is 501 North Magnolia Avenue, Orlando, FL 32801 ("Maker" or "Borrower"), to and for the benefit of PALM BEACH COUNTY, a political subdivision existing under the laws of the State of Florida, whose address is 301 North Olive Avenue, West Palm Beach, FL 33401 (the "County").

WITNESSETH:

WHEREAS, Maker is indebted to County pursuant to, and in accordance with, that certain Promissory Note dated March 6, 1995 in the principal amount of SIXTY-FOUR THOUSAND FIVE HUNDRED DOLLARS (\$64,500.00) executed by Maker in favor of County (the "Note");

WHEREAS, the Note is secured by that certain Mortgage and Security Agreement dated March 6, 1995 and recorded as of March 9, 1995 and recorded in O.R. Book 8650, Page 28, as subordinated to the lien of the insured Mortgage by Subordination Agreement recorded November 15, 1996 in O.R. Book 9529, Page 545 of the Public Records of Palm Beach County, Florida, given by Maker in favor of County (the "Mortgage"), which Mortgage encumbers certain property located in Palm Beach County, Florida, as more particularly described therein (the "Development"); and

WHEREAS, the County approved the Borrower's request for an extension of the maturity date of the Note, to allow the Borrower sufficient time to refinance the Development to maintain the Development's affordability.

NOW, THEREFORE, the Maker ratifies the Note and agrees as follows:

1. This Allonge is to be physically attached to the Note and is incorporated into and forms a part of the Note.
2. All references in the Note and the Mortgage to the term "Note" shall mean the Note as amended and endorsed by this Allonge.
3. The Maturity Date of the Note is hereby amended to read "November 1, 2011".
4. Except as amended hereby, the Note is restated and republished in its entirety and remains in full force and effect and shall be binding upon Maker, its representatives, successors and assigns.

[SIGNATURE PAGE TO FOLLOW]

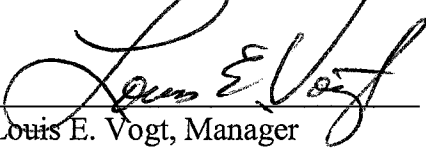
Attachment 3

**SIGNATURE PAGE TO
ALLONGE TO PROMISSORY NOTE**

IN WITNESS WHEREOF, Maker has executed this Allonge as of the date and year first written above.

CONGRESS PARK LIMITED PARTNERSHIP,
a Florida limited partnership

By: BRM Florida Congress, LLC, a Florida
limited partnership, it's a general partner

By: 
Louis E. Vogt, Manager

Delivery acknowledged and accepted this _____ day of _____, 2011, by PALM BEACH COUNTY, a Political Subdivision of the State of Florida.

(COUNTY SEAL BELOW)

PALM BEACH COUNTY, FLORIDA, a
Political Subdivision of the State of
Florida

BOARD OF COUNTY COMMISSIONERS

ATTEST: Sharon R. Bock,
Clerk & Comptroller

By: _____
Karen T. Marcus, Chair
Board of County Commissioners

By: _____

Document

No.:

Deputy Clerk

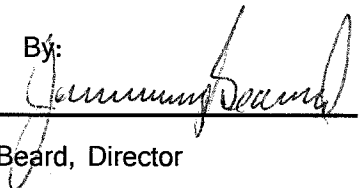
Approved as to Form and
Legal Sufficiency

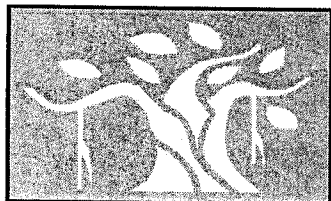
Approved as to Terms and Conditions:
Dept. of Housing and
Community Development

By: _____

Tammy K. Fields
Senior Assistant County Attorney

By: _____


Journey Beard, Director
Contract Development and Quality Control



**BANYAN
REALTY
ADVISORS LLC**

Via Fax

January 31, 2011

Edward W. Lowery, J.D.
Director
Housing and Community Development
Palm Beach County Florida
100 Australian Avenue, 5th Floor
West Palm Beach, FL 33406
Phone #561-233-3602
Fax #561-233-3651

**Re: Congress Park Apartments
3000 Congress Park Drive
Lake Worth, FL 33461**

Dear Mr. Lowery:

Pursuant to the terms of certain loans in the amounts of \$288,000 and \$64,500 in connection with the above captioned property, the aforementioned loans mature on April 30, 2011.

The Borrower would like to request an extension of these maturity dates until November 1, 2011.

Our goal is for all loans (first and Palm Beach County loans) to mature on the same date.

We will be obtaining a new loan on or before November 1 2011 that will be used to refinance all outstanding mortgages.

Your courtesy and assistance is greatly appreciated and should you have any questions please feel free to call me at 407-377-0693 or email: lvogt@banyanadvisor.com

Sincerely,

Congress Park Limited Partnership

By: BRM Florida Congress, LLC
General Partner

By: _____
Louis E. Vogt, Manager

Attachment 4

117 E Amelia Street ▪ Orlando, FL 32801
Phone: 407-447-1780 ▪ Fax: 407-429-3878

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

03/16/2011

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Insurance Office of America, Inc. P.O. Box 162207 Altamonte Springs, FL 32716-2207		CONTACT NAME: PHONE (A/C, No, Ext): (407) 788-3000 FAX (A/C, No): (407) 788-7933 E-MAIL ADDRESS: PRODUCER CUSTOMER ID #:																						
INSURED Congress Park LP c/o AGPM, LLC 501 N Magnolia Ave Orlando, FL 32801		<table border="1"><thead><tr><th colspan="2">INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr></thead><tbody><tr><td>INSURER A :</td><td>Max Specialty Ins Co</td><td></td></tr><tr><td>INSURER B :</td><td>Commerce & Industry</td><td></td></tr><tr><td>INSURER C :</td><td></td><td></td></tr><tr><td>INSURER D :</td><td></td><td></td></tr><tr><td>INSURER E :</td><td></td><td></td></tr><tr><td>INSURER F :</td><td></td><td></td></tr></tbody></table>		INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A :	Max Specialty Ins Co		INSURER B :	Commerce & Industry		INSURER C :			INSURER D :			INSURER E :			INSURER F :		
INSURER(S) AFFORDING COVERAGE		NAIC #																						
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INSURER B :	Commerce & Industry																							
INSURER C :																								
INSURER D :																								
INSURER E :																								
INSURER F :																								

COVERAGES

CERTIFICATE NUMBER: Congress Park

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY			MAX013800000446	09/17/2009	04/30/2011	EACH OCCURRENCE	\$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						MED EXP (Any one person)	\$ 5,000
	GEN'L AGGREGATE LIMIT APPLIES PER:							PERSONAL & ADV INJURY
	<input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC						GENERAL AGGREGATE	\$ 2,000,000
							PRODUCTS - COMP/OP AGG	\$ Included
A	AUTOMOBILE LIABILITY			MAX013800000446	09/17/2009	04/30/2011	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
	<input type="checkbox"/> ANY AUTO						BODILY INJURY (Per person)	\$
	<input type="checkbox"/> ALL OWNED AUTOS						BODILY INJURY (Per accident)	\$
	<input checked="" type="checkbox"/> SCHEDULED AUTOS						PROPERTY DAMAGE (Per accident)	\$
	<input checked="" type="checkbox"/> HIRED AUTOS							\$
	<input checked="" type="checkbox"/> NON-OWNED AUTOS							\$
B	UMBRELLA LIAB			BE065710684	09/17/2010	04/30/2011	EACH OCCURRENCE	\$ 10,000,000
	EXCESS LIAB						AGGREGATE	\$ 10,000,000
	DEDUCTIBLE							\$
	RETENTION \$							\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						WC STATU-TORY LIMITS	OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	<input type="checkbox"/>	N/A				E.L. EACH ACCIDENT	\$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	\$
							E.L. DISEASE - POLICY LIMIT	\$


DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

REF: Congress Park - 3000 Congress Park Drive, Lake Worth FL 33461

Certificate holder is additional insured only as granted by the General Liability policy as their interest may appear.

CERTIFICATE HOLDER

CANCELLATION

Palm Beach County Board of County Commissioners, a Political Subdivision of the State of Florida, its Officers, Employees and Agents 100 Australian Avenue West Palm Beach, FL 33406	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE  Robert Stephenson/TYLERE

© 1988-2009 ACORD CORPORATION. All rights reserved.

ADDITIONAL REMARKS SCHEDULE

AGENCY Insurance Office of America, Inc.		NAMED INSURED Congress Park LP 501 N Magnolia Ave Orlando, FL 32801	
POLICY NUMBER		EFFECTIVE DATE:	
CARRIER	NAIC CODE		

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: 25 FORM TITLE: ACORD Certificate of Liability Insurance

Garage Liability				
INSR ADD'L LTR INSRD	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
ANY AUTO				AUTO ONLY - EA ACCIDENT \$
				OTHER THAN EA ACC \$
				AUTO ONLY: AGG \$

Automobile Liability				
INSR ADD'L LTR INSRD	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A				

Excess/Umbrella Liability				
INSR ADD'L LTR INSRD	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
B				\$

Other Liability				
INSR LTR	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES

LOAN AGREEMENT

R94 16300

NOV 15 1994

THIS AGREEMENT, dated as of this _____ day of _____, 1994, by and between Palm Beach County, a political subdivision of the State of Florida, (hereinafter referred to as the "County" and the "Lender") and Congress Park Limited Partnership, a Texas limited partnership, d/b/a/ Congress Park CP Limited Partnership, whose Federal I.D. number is 75-2511473, (the "Borrower").

1. RECITALS.

(a) Borrower is the owner of an approximately 18 acre tract of certain real property fronting on 6th Avenue South in the City of Lake Worth, Palm Beach County, Florida, as more particularly described in Exhibit "A" attached hereto (the "Premises").

(b) Borrower has applied to the County for a loan in the principal amount of \$288,000.00 (the "Loan") to be used by Borrower to finance the purchase of the Premises. Borrower intends to construct an apartment complex with a total of 288 units and related facilities, as affordable housing, on the Premises (the "Improvements").

(c) Borrower and the County have negotiated the terms and conditions of, and wish to enter into, this Agreement in order to set forth the terms and conditions for the disbursement of the Loan.

(d) Borrower has applied to First Housing Development Corporation, a Florida Corporation, for a first mortgage in the amount of \$8,952,888.00, to be used to finance a portion of the construction of the Improvements upon the land, secured by a separate mortgage, encumbering the Premises (the "First Mortgage").

NOW, THEREFORE, in consideration of the premises, and of the mutual covenants and agreements set forth below the receipt and sufficiency of which is hereby acknowledged, Borrower and the County agree as follows:

2. THE LOAN. The County shall make the Loan to Borrower in an amount not to exceed \$288,000.00 upon the terms and conditions set forth herein, and at the rates and terms set forth in its Note and Mortgage attached hereto as Exhibit "B" collectively, and Borrower shall take the Loan and expressly agrees to comply with and to perform all of the terms and conditions of this Loan Agreement, the Note, the Mortgage and any other documents evidencing and securing this Loan (collectively hereinafter referred to as the "Loan Documents"). The closing of the Loan including the execution of the Note and Mortgage, shall occur at the offices of the County Attorney or such other mutually agreed upon site no later than December 31, 1994.

3. RIGHT TO AUDIT. The Borrower shall maintain adequate records to justify all charges, expenses and costs incurred for completion of the Improvements for at least three (3) years after completion. The County shall have access to such books, records, and documents as required in this section for the purpose of inspection or audit during normal business hours, at the Borrower's place of business.

4. CONDITIONS PRECEDENT TO CLOSING. The conditions listed below are a condition precedent to the County's acceptance of the Mortgage documents and disbursement of funds and shall be complied with in form and substance satisfactory to the County prior to the closing:

(a) Title Insurance:

(i) Within thirty (30) days of the effective date hereof, Borrower shall deliver to County a title commitment issued by a title insurance company qualified to do business in the State

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of Florida and acceptable to County, agreeing to issue to County upon recordation of the Mortgage a Lenders Title Insurance Policy in the amount of said Mortgage, subject only to the Permitted Exceptions listed on Exhibit "C" attached hereto and made a part hereof. Said commitment shall have attached to it copies of all exceptions referred to in the title commitment. The cost of said title commitment and policy and any premium therefore shall be borne by Borrower.

(ii) County shall have fifteen (15) days after receipt of the title insurance commitment in which to review the same. In the event the title insurance commitment shall show as an exception any matter other than the Permitted Exceptions, County shall notify Borrower of its objections there to and Borrower shall act to remove such exceptions, which exception shall be deemed to constitute title defects. The Borrower shall be entitled to thirty (30) days from the day of notification (with the term of Closing Date if necessary) within which to cure such defects or make arrangements with the title insurer for the removal of any such objections from the commitment. If the defect shall not have been so cured or removed from the commitment by endorsement thereto with the termination of said thirty (30) day period, the County shall have the option of accepting title as it then exists or terminating this Loan Agreement, by giving written notice thereof to Borrower, in which event the parties shall be relieved of all further obligations hereunder.

(iii) The title insurance commitment shall be endorsed at closing to remove any and all requirements of pre-conditions to the issuance of a Lenders Title Insurance Policy, and to delete any exceptions for: (a) any rights or claims or parties in possession not shown by the public records; (b) encroachments, overlaps, boundary line disputes, and any other matters which would be disclosed by an accurate survey and inspection of the Premises; (c) unrecorded easements and claims of liens; (d) taxes for the year of closing and all prior years; (e) matters arising or attaching subsequent to the effective date of the commitment but before the Mortgage becomes recorded in the Public Records.

(b) Survey: Borrower shall deliver to the County a current certified survey prepared by a surveyor acceptable to the County of the Premises showing the following:

(i) the location of the perimeter of the Premises by courses and distances and perimeter footings in place, and by reference to Township, Range, Section:

(ii) the location of and the identification by reference to recording data of all easements, rights-of-way, conditions and restrictions on or appurtenant to the Premises:

(iii) the location of all building setback lines:

(iv) the lines of the streets abutting the Premises and the width thereof;

(v) all encroachments, and the extent thereof in feet and inches upon the Premises;

(vi) if the Premises are described as being on a filed map, a legend relating the plat of survey to such map;

(vii) flood zone certification; and

(viii) Any other notations required for the deletion of the survey exception from the Title Insurance Policy to be issued in accordance with paragraph 4(a) above and any other requirements requested by the County.

(c) Note: The Note, in a form acceptable to the County

Attorney, shall be duly authorized, executed and delivered to the County:

(d) Mortgage: The Mortgage, in a form acceptable to the County Attorney, shall be duly authorized, executed, acknowledged, delivered to the County, and when recorded, shall be a valid second mortgage lien on the Premises and on all fixtures and personal property owned by Borrower to be used in connection with the improvements.

(e) Mortgagor's Affidavit: An affidavit of Borrower shall be executed and delivered to the County as required by the Title Insurer as noted in paragraph 4 (a) above, certifying to all such facts as are required to delete the Standard Exceptions from the Lenders Title Insurance Policy and certifying that no liens exist on the Premises for taxes not yet due and payable and that no other parties are entitled to possession except as otherwise provided herein.

(f) Public Requirements: Borrower shall deliver to the County:

(i) letters from local utility companies or municipal authorities stating that electricity, telephone, sewer and water facilities will be available to the Premises upon the completion of the intended improvements,

(ii) a letter from the appropriate Zoning Department certifying as to compliance with all zoning and land use regulations including but not limited to compliance with parking requirements, a copy of the applicable zoning ordinances certified by an appropriate official to be a complete and accurate statement thereof, and an up-to-date zoning map similarly certified,

(iii) evidence satisfactory to the County that all roads necessary for the full utilization of the intended improvements for their intended purposes have either been acquired by the appropriate governmental authorities or have been dedicated to public use and accepted by such governmental authorities and that all necessary steps have been taken by Borrower and such governmental authorities to assure the complete construction and installation thereof,

(iv) copies of subdivision plats, restrictive covenants, plans of developments, and all other documents required by the local zoning and subdivision ordinances, and such other documents required by and satisfactory to the County; and evidence satisfactory to the County and its counsel that the Final Plans conform to all federal, state, and local laws, ordinances, rules and regulations, including, but not limited to, laws of the State of Florida regulating air and water pollution and land use,

(v) copies of all necessary approvals from appropriate environmental protection agencies, and

(vi) satisfactory soil test report;

(g) Partnership Documents: Borrower shall deliver to the County the following documents:

(i) The Certificate of Limited Partnership of the Borrower and all amendments thereof, certified by the appropriate official of the State of Florida, together with a certificate of such official to the effect that such partnership is in good standing therein.

(ii) certified resolutions of the General Partners of Borrower authorizing the execution and delivery of this Agreement, the Mortgage, Note and all other documents necessary or desirable, for the consummation of the transactions contemplated by

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this Agreement:

(h) Flood Insurance: Borrower shall deliver to the County evidence satisfactory to the County either that the Premises are not within a hazardous flood area as designated by the Department of Housing and Urban Development and any other governmental authority, or if the Premises are within such a hazardous area, that the Premises are covered by flood insurance supplied by the federal Insurance Administration to the maximum amount available, all as provided in the Flood Disaster Protection Act of 1973, as amended, together with appropriate endorsements thereto providing for the County's interests in the same manner as the Builder's Risk Insurance, including without limitation that such insurance will not be canceled without 30 days notice to the County. Borrower agrees that the County shall have the right to take any action necessary to continue said insurance in full force and effect including, but not limited to, paying premiums. Any funds disbursed to continue said policies in full force and effect shall be considered as Disbursements hereunder and shall bear interest from the date of disbursement at the same rate as other Disbursements and payment of said funds and interest shall be secured by the Mortgage. Satisfactory evidence of flood area designation shall be a certification from the Surveyor appearing on the survey drawing;

(i) Opinion of Borrower's Counsel: Borrower shall deliver to the County an opinion of counsel for Borrower and addressed to the County, such counsel to be reasonably satisfactory to the County, to the effect that:

(i) This Loan Agreement and all Loan Documents and any other documents required to be delivered hereunder have been duly authorized, executed and delivered and are valid, binding and enforceable in accordance with their terms.

(ii) that Borrower is a Texas limited partnership in good standing under the laws of the State of Florida and has all the necessary power and authority to undertake its obligations hereunder,

(iii) that Borrower is in compliance with all laws, regulations, ordinances and orders of all governmental authorities, including, but not limited to, if applicable, the Interstate Land Sales Full Disclosure Act, all applicable federal and state securities laws, and all laws of the State of Florida, applicable to the type of development contemplated hereunder,

(iv) that the proposed construction of the Improvements and proposed use of the Premises comply with all applicable zoning and building laws and regulations, and all other applicable federal, state and local laws, ordinance and regulations, and that all permits and approvals required by all governmental agencies regulating air and water pollution have been obtained, and Florida Statute Chapter 380 pertaining to Development of Regional Impact (including the Aggregation Rule) as it relates to the Premises is not applicable,

(v) that there is no charter or bylaw of Borrower and no provision of any existing mortgage, indenture, contract or agreement known to such counsel binding on Borrower or affecting its property which could conflict with or in any way prevent the execution, delivery and carrying out of the terms of this Agreement,

(vi) that to counsel's knowledge there are no proceedings pending or threatened before any court or administrative agency which will materially adversely affect the financial condition or operation of Borrower or the Premises, including but not limited to bankruptcy, reorganization or insolvency proceeding or any other debtor-creditor proceedings

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under the Bankruptcy Code or any similar statute, nor to counsel's knowledge are there any finance circumstances within counsel's knowledge which could lead to such proceedings,

(vii) that the lien of the Mortgage is a valid second lien on the Premises and the security interest described in the mortgage are good and valid security interests.

(viii) such other matters as the County may reasonably require.

(j) Expenses: Borrower shall have paid all those fees and charges due and payable or ordered paid by the County as provided herein under Paragraph 6 of this Loan Agreement entitled Expenses;

(k) Other Documents: Borrower shall deliver to the County such other documents and information as the County may reasonably require; and

(l) Representations and Warranties: The representations and warranties of Borrower as set forth in this Agreement and the Loan Documents are true and correct.

5. DISBURSEMENT OF LOAN FUNDS: Disbursement of Loan Funds shall be made by the County upon receipt of documentation evidencing governmental fees owing to Palm Beach County for the permitting and construction of the subject project. In such instances, the County will make an internal transfer of the amount of said fee to the appropriate County fund. Upon receipt of documentation evidencing payment of governmental fees by Borrower to any other governmental entity, the County shall reimburse Borrower the amount of such fees. In no event shall the County make payments or internal transfers in excess of \$288,000 for governmental fees incurred in the permitting and construction of the project nor will payment be made hereunder for any other purpose or purposes.

6. EXPENSES: Borrower shall pay fees and charges incurred in the procuring and making of this Loan, if applicable, and other expenses incurred by the County during the term of the Loan, including the Title Insurance Company's fees and premiums, charges for examination of title to the Premises, expenses of surveys, Florida Documentary Stamp Taxes, recording expenses, any and all insurance premiums, taxes, assessments, water rates, sewer rates and other charges, liens and encumbrances upon the Premises, and any other amounts necessary for the payment of the costs of Improvements.

7. SPECIAL PROVISIONS: Borrower expressly agrees to the following terms and conditions:

(a) Borrower agrees that the Improvements will consist of a 286 unit apartment complex, and that one hundred (100%) percent of the apartment units to be constructed on the Premises shall be reserved for households who have low or very low income pursuant to U.S. Government HUD guidelines for a period of thirty (30) years. Fifty-eight (58) of such units shall be reserved for very low income persons and two hundred thirty (230) units shall be reserved for low income persons.

(b) The Borrower shall not discriminate on the basis of race, creed, religion, color, sex, marital status, sexual orientation, national origin, age, familial status or handicap in the use, or occupancy of any housing constructed on the Premises.

(c) The Mortgage shall not be subject to any prepayment penalty.

(d) The Mortgage shall become immediately due and payable upon sale, transfer, or refinancing.

(e) The Mortgage shall be non-assumable.

(f) Borrower agrees that the project will:

(i) provide landscaping for passive conservation or awnings.

(ii) provide drought tolerant vegetation.

(iii) maximize usable open space by using cluster structures and dual purpose areas.

(iv) provide recreation consistent with the tenant profile.

(v) provide internally connected pedestrian/bike path to link on-site and nearby facilities with residential units.

(vi) provide units with energy efficient heating and cooling; interior blinds, sunscreening or similar treatment; above 6 EER household appliances; and an outdoor living area/patio.

Conditions (a) (b) and (f) above shall, upon closing become covenants running with the land and shall survive the closing, and the payment or other termination of the Mortgage and Note but shall automatically be terminated and of no force and effect in the event of foreclosure or deed-in-lieu of foreclosure to the First Mortgage holder. These conditions and covenants will be recorded in the land records of Palm Beach County, Florida by inclusion in the mortgage and/or by separate document satisfactory to the County's Attorney citing the granting of this loan and mortgage as consideration.

8. REPRESENTATIONS AND WARRANTIES OF BORROWER. Borrower represents and warrants (which representations and warranties shall be deemed continuing) as follows:

(a) Organization Status. Borrower is a Texas limited partnership duly organized and validly existing in good standing under the laws of the State of Florida with full power and authority to consummate the transactions contemplated herein. Borrower is duly authorized to borrow from County the principal sum of \$288,000.00 and execute all for a Loan the documents pertaining thereto.

(b) Financial Statements. The Financial statements of Borrower heretofore reviewed with the County are true and correct in all respects, have been prepared in accordance with generally accepted accounting principles, and fairly present the respective financial conditions of the subjects thereof as of the respective dates thereof, and no material adverse change has occurred in the financial conditions reflected therein since the respective dates thereof and no additional borrowings have been made by Borrower since the date thereof;

(c) Authority to Enter into Loan Documents. The Borrower has full power and authority to enter into the Loan Documents and consummate the transactions contemplated hereby, and the facts and matters expressed or implied in the opinions of its legal counsel are true and correct;

(d) Validity of Loan Documents. The Loan Documents have been approved by those persons having proper authority, and to the best of Borrower's knowledge are in all respects legal, valid and binding according to their terms;

(e) Conflicting Transactions of Borrower. The consummation of the transaction hereby contemplated and the performance of the obligations of Borrower under and by virtue of the Loan Documents will not result in any breach of, or constitute a default under,

be bound or affected;

(f) Pending Litigation. There are no actions, suits or proceedings pending before any court or law equity, or any Administrative Board, or, to the knowledge of the Borrower, threaten against or affecting it or the Premises, or, involving the validity or enforceability of the Mortgage, or of any of the Loan Documents.

(g) Availability of Utilities. All utility services necessary for the construction of the Improvements and the operation thereof for their intended purpose are available at the boundaries of the Premises, including water supply, storm and sanitary sewer facilities, and electric and telephone facilities, and Borrower has obtained all necessary permits and permissions required from governmental authorities for unrestricted access to and use of such services in connection with the construction and use of the intended Improvements;

(h) Condition of Premises. The Premises are not now damaged or injured as a result of any fire, explosion, accident, flood or other casualty, and to Borrower's knowledge there are no soil conditions which would interfere with the construction of the Improvements;

(i) Availability of Roads. All roads necessary for the full utilization of the intended Improvements for their intended purposes have either been completed or the necessary rights of way therefor have either been acquired by the appropriate local authorities or have been dedicated to public use and accepted by such local authorities and all necessary steps have been taken by Borrower and such local authorities to assure the complete construction and installation thereof;

(j) No Default. There is no default on the part of the Borrower under this Loan Agreement, the Note or the Mortgage, and no event has occurred and is continuing which with notice, or the passage of time, or either, would constitute a default under any provision thereof; and

(k) Advertising. During the period of the construction of the Improvements, the County shall have the right to install and maintain on the Premises one or more signs identifying the County, or to be identified on such signs installed by others, as one of the institutions financing the Premises. Sign or signs will be provided by the County and erected at Borrower's expense.

(l) Hazardous Waste. Borrower is in compliance with all provisions of the federal Water Pollution Control Act, Comprehensive Environmental Response, Compensation and Liability ("Superfund") Act of 1980 and Solid Waste Disposal Act, Florida Statutes, Chapter 376, and other similar federal, state and local statutory schemes imposing liability on Borrower relating to the generation, storage, impoundment, disposal, discharge, treatment, release, seepage, emission, transportation or destruction of any sewage, garbage, effluent, asbestos or asbestos-containing materials, polychlorinated biphenyls (PCBs), toxic, hazardous or radioactive materials, petroleum products, pesticides, smoke, dust, or any other form of pollution as such laws are in effect as of the date of this Agreement and with any rules, regulations and order issued by any federal, state or local governmental body, agency or authority thereunder and with any orders or judgments of any courts of competent jurisdiction with respect thereto, and no assessment, notice of (primary or secondary) liability or notice of financial responsibility, or the amount thereof, or to impose civil penalties has been received by the Borrower. Borrower has paid any environmental excise taxes imposed pursuant to Sections 4611, 4661 or 4661 of the Internal Revenue Code of 1986, as from time to time amended.

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(m) The Borrower has filed all Federal, State and local tax reports and returns required by any law or regulation to be filed by them, and have either duly paid all taxes, duties and charges indicated due on the basis of such returns and reports, or made adequate provisions for the payment thereof, and the assessment of any material amount of additional taxes in excess of those paid and reported is not reasonably expected.

9. ADDITIONAL COVENANTS OF BORROWER. Borrower covenants and agrees with the County as follows:

(a) Mechanics' Liens. Borrower (i) will allow no work or construction to be commenced on the Premises, or goods specially fabricated for incorporation therein, which has not been fully paid for prior to the recording of the Mortgage and Notice of Commencement or which could constitute a lien on the Premises (ii) will cause a certified copy of the Notice of Commencement to be posted as required by Chapter 713, Florida Statutes, as soon as possible after recording the Notice of Commencement, (iii) shall notify the County of any and all Notices to Borrower as Owner as that term is defined in Chapter 713, Florida Statutes, within five (5) days of receipt thereof, and (iv) will comply with all provisions of the Florida Mechanics' Lien Law, including but not limited to, payment and notice provisions contained therein. Borrower shall indemnify and hold the County harmless from the claims of any mechanics' lien or equitable lien and pay promptly upon demand any loss or losses which the County may incur as a result of the filing of any such lien, including the reasonable cost of defending same and the County's reasonable attorneys' fees in connection therewith.

In addition, Borrower agrees, at its sole cost and expense, to have any mechanics' lien or equitable lien which may be filed against the Premises or undisbursed funds of this Loan released or bonded within thirty (30) days of the date of filing same, time being of the essence. The County shall be under no obligation to make further disbursements while any such lien remains outstanding against the Premises. If Borrower fails, after demand, to cause said lien or liens to be released or bonded as aforesaid the County may take such steps as it deems necessary and any funds expended shall be charged to Borrower's Loan Account and shall bear interest as provided by the Loan Documents.

Borrower hereby authorizes the County to demand, on Borrower's behalf, the statement of account referred to in Section 713.16(2) of the Florida Statutes, of any potential lienor filing a Notice to Owner. It is specifically understood and agreed, however, that the County's right to request such statements of account will in no way impose any obligation on the County to use such authority, and the exercise of such authority on one or more occasion shall not create or imply any obligation on such party to exercise such authority on subsequent occasions.

(b) No Transfer of Premises. Except as specifically set forth in the Mortgage or herein, the Premises or any part thereof shall not be sold, leased, conveyed, mortgaged or encumbered in any way without the prior written consent of the County except as provided elsewhere herein or in the Mortgage, it being understood and agreed that part of the consideration for the Loan is the obligation of Borrower.

(c) Compliance with Laws. Borrower will comply promptly with all federal, state and local laws, ordinances and regulations relating to the construction, use, and leasing of the Premises, and will obtain and keep in good standing all necessary licenses, permits and approvals required or desirable for construction and use of the improvements.

(d) Brokerage Commissions. Borrower will not knowingly engage in any activity or enter into any relationship which will

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give rise to any loan or brokerage commission with regard to the loan, and Borrower will indemnify and hold County harmless from the claims of any broker(s) arising by reason of the execution hereof or the consummation of the transactions contemplated hereby.

(e) Financial Statements to be Furnished. Borrower shall furnish to the County:

(i) Upon the County's request, a complete and current financial statement of all assets and liabilities, contingent or otherwise, prepared in accordance with generally accepted accounting principles and verified by affidavit of Borrower and, at the request of the County, certified (in form satisfactory to the County) by an independent certified public accountant acceptable to the County;

(ii) within ninety (90) days after the end of each fiscal year of Borrower, a balance sheet and statements of income, surplus, and cash flow, together with schedules, all compiled and presented by an independent accounting firm in accordance with standard and uniform accounting practices showing the financial condition of Borrower at the close of each year and the results of operations of Borrower during each year;

(iii) with the statements submitted under (ii) above, a certificate signed by the principal financial officer of Borrower to the effect that no Event of Default specified herein, nor any event which upon notice or lapse of time or both, would constitute such an Event of Default, has occurred which has not been cured or otherwise waived in writing by the Lender; and

(iv) promptly, from time to time, such other information regarding the operations, business, affairs and financial condition of Borrower as the County may reasonably request.

(f) Borrower to Maintain Bookkeeping System. Borrower shall, if required by the County, maintain a bookkeeping system to the construction project in form and content sufficient for the County and Inspector to conduct reviews, inspections, certifications and reports required by this Agreement. The County shall have full (but confidential) access, as allowed under the Public Records Law, at any reasonable time to the books, records and contracts pertaining to the Premises and Borrower.

(g) Insurance Proceeds. The Borrower shall keep the Premises continually insured in an amount not less than full insurable value of the Premises, which coverage shall insure the Premises against ~~loss or damage by fire~~ and by the perils covered by extended coverage and against such other hazards as the County, in its sole discretion, shall from time to time require, for the benefit of the County. All such insurance at all times will be in an insurance company or companies in such amounts and with terms acceptable to the County, with loss, if any, payable to the County, as its interest may appear, pursuant to a non-contributory mortgagee clause which shall be satisfactory to the County; and forthwith upon the issuance of such policies they will deliver to the County copies of receipts for the premiums paid thereon and certificates of insurance and certified copies of such policies. Any policies furnished the County shall become its property in the event the County becomes the owner of the Premises by foreclosure or otherwise. Should a loss be incurred, equal to or in excess of fifty percent (50%) of the full insurable value of the Premises, then in such event, County and Borrower may jointly elect to use the proceeds for the reconstruction and repair of the Premises or, in the alternative, to apply the net proceeds to the payment of the indebtedness hereby secured, whether then due or not.

(h) Indebtedness. With respect to the Premises encumbered by the Borrower of even date herewith, Borrower will not incur, create, assume or permit to exist any indebtedness constituting the

deferred purchase price of any property or assets, or any indebtedness or liability evidenced by notes, bonds, debentures or similar obligations without the written approval of the County, except indebtedness owed the County and the aforementioned First Mortgage; provided however, that the First Mortgage shall not exceed the amounts contained in the recitals incorporated in this Loan Agreement.

(i) Further Assurances and Preservation of Security. Borrower will do all acts and execute all documents for the better and more effective carrying out of the intent and purposes of this Loan Agreement, as the County shall reasonably require from time to time, and will do such other acts necessary or desirable to preserve and protect the collateral at any time securing or intending to secure the Note, as the County may reasonably require.

(j) No Assignment. Borrower shall not assign this Loan Agreement or any interest therein and any such assignment is void and of no effect.

10. INSPECTIONS. Borrower will permit County, or its representatives to enter upon the Premises, inspecting Improvements and all materials to be used in the construction thereof, and to examine all details, plans and shop drawings which are kept at the construction site, and will cooperate, and cause Borrower's general contractor and subcontractors to cooperate with the County's representative.

11. DEFAULT. The following events shall be deemed Events of Default:

(a) Bankruptcy. If there is filed by or against Borrower a petition in bankruptcy or a petition for the appointment of a receiver or trustee of the property of Borrower and any such petition not filed by Borrower is not dismissed within sixty (60) days of the date of filing, or if Borrower files a petition for reorganization under any of the provisions of the Bankruptcy Code or of any assignment for the benefit of creditors or makes any insolvency assignment or is adjusted insolvent by any court of competent jurisdiction; or

(b) Breach of Covenants, Warranties and Representations. If any warranty or representation made by Borrower in this Loan Agreement or in any other Loan Document shall at any time be false or misleading in any material respect, or if Borrower shall fail to keep, observe or perform any of the terms, covenants, representations or warranties contained in this Loan Agreement, the Note, the Mortgage, the Loan Documents, and any other document given in connection with the Loan or development of the Improvement (provided, that with respect to nonmonetary defaults, the County shall give written notice to Borrower, who shall have fifteen (15) days to cure), or is unwilling to meet its obligations thereunder; or

(c) Material Adverse Change of Borrower. If any material adverse change shall occur in the financial condition of Borrower at any time during the term of the Loan from the financial condition revealed in statements already presented to and accepted by the County; or

(d) Borrower shall fail to use all funds under this loan agreement for governmental fees by December 31, 1995.

(e) Borrower shall fail to complete construction of the improvements and secure a Certificate of Occupancy for the improvements within three (3) years of the closing of this Loan Agreement.

12. REMEDIES OF LENDER. Upon the happening of an Event of Default, then the County may, at its option, upon written notice to

Borrower:

- (a) Cancel this Loan Agreement;
- (b) Commence an appropriate legal or equitable action to enforce performance of this Loan Agreement;
- (c) Accelerate the payment of the Note and any other sums secured by the Mortgage, and commence appropriate legal and equitable action to foreclose the Mortgage and collect all such amounts due the County;
- (d) Exercise any other rights or remedies the County may have under the Mortgage or other Loan Documents executed in connection with the Loan or which may be available under applicable law.

13. GENERAL TERMS. The following shall be applicable throughout the period of this Agreement or thereafter as provided herein:

(a) Rights of Third Parties. All conditions of the County hereunder are imposed solely and exclusively for the benefit of the County and its successors and assigns, and no other person shall have standing to require satisfaction of such conditions or be entitled to assume that the County will make Disbursements in the absence of strict compliance with any or all thereof, and no other person shall, under any circumstances, be deemed to be a beneficiary of this Loan Agreement or the Loan Documents, any provisions of which may be freely waived in whole or in part by the County at any time if, in its sole discretion, it deems it desirable to do so. In particular, the County makes no representations and assumes no duties or obligations as to third parties concerning the quality of the construction by Borrower of the Improvements or the absence therefrom of defects.

(b) Borrower is not the County's Agent. Nothing in this Agreement, the Note, the Mortgage or any other Loan Document shall be construed to make the Borrower the County's agent for any purpose whatsoever, or the Borrower and the County partners, or joint or co-venturers, and the relationship of the parties shall, at all times, be that of debtor and creditor.

(c) The County Not Liable for Damage or Loss. All inspections and other services rendered by or on behalf of the County pursuant to this Loan Agreement shall be rendered solely for the protection and benefit of the County. Neither Borrower nor other third persons shall be entitled to claim any loss or damage against the County or against its agents or employees for failure to properly conduct inspections and other such services contemplated by this Loan Agreement.

(d) The County Not Obligated to Insure Proper Disbursement of Funds to Third Parties. Nothing contained in this Agreement, or any Loan documents, shall impose upon the County any obligation to oversee the proper use or application of any disbursements and disbursements of funds made hereunder.

(e) Indemnification from Third Party Claims. Borrower shall indemnify and hold County harmless from any liability, claims or losses resulting from the disbursement of the Loan proceeds to Borrower or from the condition of the Premises, whether related to the quality of construction or otherwise, and whether arising during or after the term of the Loan. This provision shall survive the repayment of the Loan and shall continue in a full force and effect so long as the possibility of such liability, claims, or losses exists.

(f) Rights of Subcontractors, Laborers and Materialmen. In no event shall this Agreement be construed to make the County, Title Company or agent of the County liable to Borrower's

Contractor or any subcontractors, laborers, materialmen, craftsmen, or others for labor, materials, or services delivered to the Premises or goods specially fabricated for incorporation therein, or for debts or liens accruing or arising to such persons or parties against Borrower or Borrower's Contractor. It is distinctly understood and agreed that there is no relation of any type whatsoever, contractual or otherwise, whether express or implied, between the County and Borrower's Contractor, any materialman, subcontractor, craftsman, laborer or any other person or entity supplying any labor, materials or services to the Premises or specially fabricating goods to be incorporated therein. Except as otherwise specifically provided herein, no such person or entities are intended to be third party beneficiaries of this Agreement or any document or instrument related to the Loan or to have any claim or claims in or to any undisbursed or retained loan proceeds.

(g) Evidence of Satisfaction of Conditions. The County shall, at all time, be free independently to establish to its good faith and satisfaction, and in its absolute discretion, the existence or nonexistence of a fact of facts which are disclosed in documents or other evidence required by the terms of this Agreement.

(h) Headings. The headings of the sections, paragraphs and subdivisions of this Agreement are for the convenience of reference only, and shall not limit or otherwise affect any of the terms hereof.

(i) Invalid Provisions to Affect No Others. If performance of any provision hereof or any transaction related hereto is limited by law, then the obligation to be performed shall be reduced accordingly; and if any clause or provision herein contained operates or would prospectively operate to invalidate this Agreement in part, then the invalid part of said clause or provision only shall be held for naught, as though not contained herein, and the remainder of this Agreement shall remain operative and in full force and effect.

(j) Application of Interest to Reduce Principal Sums Due. In the event that any charge, interest or late charge is above the maximum rate provided by law, then any excess amount over the lawful rate shall be applied by the County to reduce the principal sum of the Loan or any other amounts due the County hereunder.

(k) Governing Law. The laws of the State of Florida shall govern the interpretation and enforcement of this Agreement and the venue shall be in Palm Beach County.

(l) Number and Gender. Whenever the singular or plural number, masculine or feminine or neuter gender is used herein, it shall equally include the others and shall apply jointly and severally.

(m) Agreement. This Loan Agreement constitutes the entire understanding and agreement between the parties with respect the subject matter hereof and may not be modified or amended, except in writing, and signed by all parties hereto.

(n) Waiver. If the County shall waive any provisions of the Loan Documents, or shall fail to enforce any of the conditions or provisions of this Loan Agreement, such waiver shall not be deemed to be a continuing waiver and shall never be construed as such; and the County shall thereafter have the right to insist upon the enforcement of such conditions or provisions. Furthermore, no provision of this Agreement shall be amended, waived, modified, discharged or terminated, except by instrument in writing signed by the parties hereto.

(c) Notices. All notice from the Borrower to the County and the County to Borrower required or permitted by any provision of this agreement shall be in writing and sent by registered or certified mail and addressed as follows:

TO LENDER:

Board of County Commissioners
c/o Palm Beach County Attorney's
Office
Suite 601
301 N. Olive Avenue
West Palm Beach, FL 33401

TO BORROWER:

Congress Park Limited Partnership
6400 Congress Ave., 2000
Boca Raton, FL 33487
Attn: Brad Bryant

With a copy to:

Jeff Deutch
Broad and Cassel
7777 Glades Road
Boca Raton, FL 33434

Such addresses may be changed by written notice to the other party.

(p) Successors and Assigns. This Agreement shall inure to the benefit of and be binding on the parties hereto and their heirs, legal representatives, successors and assigns; but nothing herein shall authorize the assignment hereof by the Borrower.

(q) Counterparts. This Agreement may be executed in one or more counterparts, all of which shall constitute collectively but one and the same instrument.

(r) Waiver of Jury Trial. BORROWER WAIVES ITS RIGHT TO A TRIAL BY JURY IN ANY ACTION, WHETHER ARISING IN CONTRACT OR TORT, BY STATUTE OR OTHERWISE, IN ANY WAY RELATED TO THIS LOAN OR GRANT. THIS PROVISION IS A MATERIAL INDUCEMENT FOR THE COUNTY'S EXTENDING CREDIT TO BORROWER AND NO WAIVER OF LIMITATION OF THE COUNTY'S RIGHTS UNDER THIS PARAGRAPH SHALL BE EFFECTIVE UNLESS IN WRITING AND MANUALLY SIGNED ON THE COUNTY'S BEHALF.

14. SUBORDINATION. Lender shall approve a First Mortgage provided that it does not exceed \$9,000,000.00 and further agrees to subordinate to such First Mortgage. The Chair of the Board of County Commissioners of Palm Beach County and the Clerk of the Court for Palm Beach County, are hereby authorized to execute a subordination agreement required herein without further approval of the Board of County Commissioners of Palm Beach County, Florida, provided such documents are in a form acceptable to the County Attorney. Because this loan will be subordinate to a First Mortgage, the parties recognize that to the extent that the terms of the First Mortgage and related documents may conflict with the terms of this Loan Agreement and the Mortgage and Security Agreement in favor of the County, than the terms and provisions of the First Mortgage and related loan documents shall supersede and shall be controlling. The Borrower shall not be in default under the Loan Documents if it is in compliance with the similar terms and provisions of the First Mortgage and related loan documents. Nothing contained herein shall, however, relieve the Borrower from its obligation to make payments under the Promissory Note in accordance with its terms.

15. ENFORCEMENT COSTS. In the event of any action, suit or proceeding as commence with the respect to interpretation or enforcement of this Loan Agreement, the prevailing party therein shall be entitled to recover all costs, expenses and fees, including without limitation, reasonable attorney's fees, expended or incurred by such party in connection therewith, including any such costs, expenses and fees upon appeal and imposed judgement proceedings.

16. EFFECTIVE DATE OF AGREEMENT. This Agreement is expressly contingent upon the approval of the Palm Beach County Board of County Commissioners, and shall become effective only when signed by all parties and approved by the Palm Beach County Board of County Commissioners. The Effective Date shall be the date on which this Loan Agreement is executed by the Board of County Commissioners.

IN WITNESS WHEREOF, Borrower and the County have caused this Agreement to be executed on the date first above written.

Signed, sealed and delivered
in the presence of:

CONGRESS PARK LIMITED PARTNERSHIP, a
Texas limited partnership, authorized
to do business as Congress Park CP
Limited Partnership

BY: TCR Congress Park Limited
Partnership, a Texas limited
partnership, as general partner

BY: TCR SFA Congress Park,
Inc. a Texas Corporation,
as general partner

BY: Brad Bryant
Brad Bryant, Vice President

ATTEST:

DOROTHY H. WILKEN, CLERK

PALM BEACH COUNTY, FLORIDA, a
political subdivision of the
State of Florida
BY ITS BOARD OF COUNTY COMMISSIONERS

BY: Barbara J. Keeler
Deputy Clerk

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

BY: County Attorney
County Attorney

NOV 15 1994

STATE OF FLORIDA
PALM BEACH COUNTY

The foregoing instrument was acknowledged before me this 13th
day of October, 1994 by Brad Bryant, Vice President
of TCR SFA CONGRESS PARK, INC. as general partner of TCR CONGRESS
LIMITED PARTNERSHIP, as general partner of CONGRESS PARK LIMITED
PARTNERSHIP, who is personally know to me or who has produced
as identification and who did ~~not~~ take an oath.

Barbara J. Keeler
(Signature of Notary)

Barbara J. Keeler
(Typed, Printed, or Stamped
Name of Notary)

[G:\engovt\KFACROW\LN2.AGR:1 (bbs: 9/22/94)]

My Commission Expires:

OFFICIAL NOTARY SEAL
BARBARA J. KEELER
NOTARY PUBLIC STATE OF FLORIDA
COMMISSION NO. CC086370
MY COMMISSION EXPI. JULY 26, 1996

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EXHIBIT "A"

All of CONGRESS PARK, less Tract B thereof, according to the plat thereof, recorded in Plat Book 73, Pages 142-143, Public Records of Palm Beach County, Florida.

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Board of County Commissioners

Ken L. Foster, Chairman
Burt Aaronson, Vice Chairman
Karen T. Marcus
Carol A. Roberts
Warren H. Newell
Mary McCarty
Maude Ford Lee

County Attorney

Per Mount




INTER-OFFICE MAIL

DATE: December 15, 1994
TO: John Dame, Chief Deputy Clerk
Finance Department
FROM: Tammy K. Fields
Assistant County Attorney
RE: Trammel Crow Residential - Congress Park

Pursuant to the terms of the Loan Agreement which was approved by the Board of County Commissioner as agenda item 3I-2 on November 15, 1994 (R-94-1630-D), Trammel Crow Residential has executed the Promissory Note and Mortgage. The original of the Promissory Note is attached for your safekeeping. A copy of the Mortgage and of the required opinion letters from the borrower's counsel are also enclosed for your records.

Please let me know if you need any additional documentation.

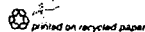

TKF:bhs

Attachment

cc: Kathleen Nobel, CAH (w/attachments)

DO NOT WRITE IN THESE SPACES

"An Equal Opportunity - Affirmative Action Employer"



P.O. Box 1989 West Palm Beach, Florida 33402-1989 (407) 355-2225 Suncom (407) 273-2225
FAX: (407) 355-4398

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PROMISSORY NOTE

\$288,000.00

West Palm Beach, Florida
March 15, 1994

FOR VALUE RECEIVED the undersigned CONGRESS PARK LIMITED PARTNERSHIP, a Texas limited partnership d/b/a Congress Park CP Limited Partnership ("Maker"), promises to pay to the order of PALM BEACH COUNTY, a political subdivision of the State of Florida, together with any other holder hereof ("Holder"), at 301 North Olive Avenue, West Palm Beach, Florida 33401, or such other place as Holder may from time to time designate in writing, the principal sum of TWO HUNDRED EIGHT-EIGHT THOUSAND, (\$288,000.00) DOLLARS plus accrued interest, to be paid in lawful money of the United States of America, as follows:

- 1) This Note shall bear interest computed at the stated rate of three (3%) percent per annum on the outstanding principal balance from time to time remaining unpaid from the date of each disbursement.
- 2) Repayment hereunder shall occur as follows:
 - (a) From the date hereof until December 31, 1999 no payments will be required and interest will accrue and be payable at the maturity date.
 - (b) Repayment thereafter shall be limited to the actual cash flow of the Project which shall be determined annually on a calendar year basis, commencing with the year 1999, and certified by an independent Certified Public Accountant acceptable to the County, prior to the annual payment due date. The first annual payment due date hereunder shall be on April 30, 2000, with respect to all payments due under subparagraph 4) below for the preceding calendar year. Subsequent annual payments shall be due on the 30th day of April for each preceding calendar year thereafter through April 30, 2011 (Maturity Date), at which time all outstanding principal indebtedness together with all accrued and unpaid interest thereon shall be due and payable, unless acceleration is made by Holder pursuant to the provisions hereof.
- 3) Maker agrees to provide annually to Holder a certification of Project income and expenses, and certified by an independent Certified Public Accountant acceptable to the County, which shall be used by Holder to determine payments due hereunder. Said certification shall be provided prior to each annual due date commencing in the year 2000.
- 4) Commencing with the year 1999, payments from Project income as determined by Holder shall be applied to pay the following items in order of priority:
 - a) Base interest payment on principal balance equal to three percent (3%) per annum; and
 - b) Any such base payment of interest hereunder deferred from previous years commencing with the year 1999.

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- 5) Any payments of current or deferred base interest due annually hereunder shall be deferred until the next annual due date to the extent that Project income is insufficient to make said payments pursuant to the payment priority schedule in paragraph (4) above and as determined by Maker.
- 6) This Note may be prepaid in whole or in part at any time, without penalty or premium. Any prepayment hereunder shall be applied first to unpaid costs of collection, servicing fees, and late charges, if any, then to accrued, deferred and unpaid interest and the balance, if any, to the principal balance.
- 7) After maturity or acceleration, this Note shall bear interest at the Default Interest rate until paid in full.
- 8) All terms hereunder shall be as construed and defined in Chapter 91-28, Florida Administrative Code.

PALM BEACH COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA IS EXEMPT FROM PAYMENT OF EXCISE TAX ON DOCUMENTS. STAMPS HAVE BEEN AFFIXED TO THE MORTGAGE AND CANCELED AS REQUIRED BY LAW.

This Note is executed pursuant to the terms and conditions of that certain Loan Agreement dated November 15, 1994 between Maker, as Borrower, and Holder, as Lender, is secured by a Mortgage and Security Agreement (the "Mortgage") encumbering certain real property located in Palm Beach County, Florida (the "Premises"), all of even date herewith. The foregoing and all other agreements, instruments and documents delivered in connection therewith and herewith are collectively referred to as the "Loan Documents."

This Note has been executed and delivered in, and is to be governed by and construed under the laws of, the State of Florida, as amended, except as modified by the laws and regulations of the United States of America.

Nothing herein contained, nor any transaction related thereto, shall be construed or so operate as to require the Maker to pay interest at a greater rate than is now lawful in such case to contract for, or to make any payment, or to do any act contrary to ethical law. Should any interest or other charges paid by the Maker, or parties liable for the payment of this Note, in connection with the Loan Documents result in the computation or earning of interest in excess of the maximum rate of interest that is legally permitted under applicable law, any and all such excess shall be and the same is hereby waived by the Holder, and any and all such excess shall be automatically credited against and in reduction of the balance due under this indebtedness, and a portion of said excess which exceeds the balance due under this indebtedness shall be paid by the Holder to the Maker.

Holder shall have the right to declare the total unpaid balance hereof to be immediately due and payable in advance of the Maturity Date upon the failure of Maker to pay when due any payment of principal or interest or other amount due hereunder; or upon the occurrence of an Event of Default pursuant to any other Loan Documents now or hereafter evidencing, securing or guarantying payment of this Note. Exercise of this right shall be without notice to Maker or to any other person liable for payment hereof, notice of such exercise being hereby expressly waived.

Any payment hereunder not paid when due (at maturity, upon acceleration or otherwise) shall bear interest at the highest rate allowed by applicable law from the due date until paid.

Provided Holder has not accelerated this Note, Maker shall pay holder a late charge of five percent (5%) of any required payment which is not received by Holder when said payment is due pursuant to the Mortgage. The parties agree that said charge is a fair and reasonable charge for the late payment and shall not be deemed a penalty.

Time is of the essence hereunder. In the event that this Note is collected by law or through attorneys at law, or under advice therefrom, Maker agrees, to pay all costs of collection including reasonable attorneys' fees, whether or not suit is brought, and whether incurred in connection with collection, trial, appeal, bankruptcy or other creditors proceedings or otherwise.

Acceptance of partial payments or payments marked "payment in full" or "in satisfaction" or words to similar effect shall not affect the duty of Maker to pay all obligations due hereunder, and shall not affect the right of Holder to pursue all remedies available to it under any Loan Documents.

The remedies of Holder shall be cumulative and concurrent, and may be pursued singularly, successively or together, at the sole discretion of Holder, including specifically any failure to exercise or forbearance in the exercise of any remedy, shall be deemed to be a waiver or release of the same, such waiver or release to be effected only through a written document executed by Holder and then only to the extent specifically recited therein. A waiver or release with reference to any one event shall not be construed as continuing or as constituting a case of dealing, nor shall it be construed as a bar to, or as a waiver or release of, any subsequent remedy as to a subsequent event.

Any notice to be given or to be served upon any party hereto in connection with this Note, whether required or otherwise, may be given in any manner permitted under the Loan Documents.

The term "other person liable for payment hereof" shall include any endorser, guarantor, surety or other person now or hereafter primarily or secondarily liable for the payment of this Note, whether by signing this or another loan document.

Whenever the context so requires, the neuter gender includes the feminine and/or masculine, as the case may be, and the singular number includes the plural, and the plural number includes the singular.

Maker and any other person liable for the payment hereof respectively, hereby (a) expressly waive any valuation and appraisal, presentment, demand for payment, notice of dishonor, protest, notice of nonpayment or protest, all other forms of notice whatsoever, and diligence in collection; (b) consent that Holder may, from time to time and without notice to any of them or demand, (i) extend, rearrange, renew or postpone any or all payments, (ii) release, exchange, add to or substitute all or any part of the collateral for this Note, and/or (iii) release Maker (or any co-maker) or any other person liable for payment hereof, without in any way modifying, altering, releasing, affecting or limiting their respective liability or the lien of any security instrument; and (c) agree that Holder, in order to enforce payment of this Note against any of them, shall not be required first to institute any suit or to exhaust any of its remedies against Maker (or any co-maker) or against any other person liable for payment hereof or to attempt to realize on any collateral for this Note.

The indebtedness evidenced by this Note is and shall be subordinate in right of payment to the prior payment in full of the indebtedness evidenced by a Multifamily Note dated October 20, 1994, in the original principal amount of \$ 7,680,904.00, issued by and payable to First Housing Development Corporation, a Florida Corporation, ("Senior Lender"), or order, to

the extent and in the manner provided in that certain Subordination Agreement dated November 15, 1994, between the Maker and Holder of this Note and Senior Lender (the "Subordination Agreement"). The Mortgage securing this Note is and shall be subject and subordinate in all respects to the liens, terms, covenants and conditions of the Multifamily Mortgage securing the Multifamily Note as more fully set forth in the Subordination Agreement. The rights and remedies of the payee and each subsequent holder of this Note under the Mortgage securing this Note are subject to the restrictions and limitations set forth in the Subordination Agreement. Each subsequent holder of this Note shall be deemed, by virtue of such holder's acquisition of the Note, to have agreed to perform and observe all of the terms, covenants and conditions to be performed or observed by the Subordinate Lender under the Subordination Agreement.

MAKER WAIVES ITS RIGHT TO A TRIAL BY JURY IF ANY ACTION, WHETHER ARISING IN CONTRACT OR TORT, BY STATUTE OR OTHERWISE, IN ANY WAY RELATED TO THIS NOTE. THIS PROVISION IS A MATERIAL INDUCEMENT FOR HOLDER'S EXTENDING CREDIT TO MAKER AND NO WAIVER OR LIMITATION OF HOLDER'S RIGHTS UNDER THIS PARAGRAPH SHALL BE EFFECTIVE UNLESS IN WRITING AND MANUALLY SIGNED ON HOLDER'S BEHALF.

IN WITNESS WHEREOF, Maker has executed this Note on the day and year first above written.

CONGRESS PARK LIMITED PARTNERSHIP, a
Texas limited partnership, authorized
to do business as Congress Park CP
Limited Partnership

BY: TCR Congress Park Limited
Partnership, a Texas limited
partnership, as general partner

BY: TCR SFA Congress Park,
Inc. a Texas Corporation,
as general partner

BY: William C. MacDonald
Vice President
William C. MacDonald

(G:\common\lndata\pengov\l\l\l\CROW-PR2.NOT)
(bbs: 9/22/94)

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This instrument prepared by
and to be returned to:
Tammy K. Fields, Esq.
Palm Beach County Attorney's Office
P.O. Box 1989
West Palm Beach, FL 33402

MORTGAGE AND SECURITY AGREEMENT

THIS MORTGAGE INDENTURE, executed this 1st day of
L. 1994, by CONGRESS PARK LIMITED PARTNERSHIP, a Texas
limited partnership d/b/a Congress Park CP Limited Partnership,
(the "Mortgagor"), as party of the first part, and PALM BEACH
COUNTY, a political subdivision of the State of Florida (the
"Mortgagee") (which term as used in every instance shall include
the Mortgagee's successors and assigns), as party of the second
part;

WITNESSETH:

The Mortgagor is the owner of the premises described in Exhibit "A"
attached hereto (hereinafter the "Premises") and made a part
hereof. Mortgagee has this date loaned Two Hundred Eight Eight
Thousand Dollars (\$288,000.00) to Mortgagor and in connection
therewith Mortgagor has this date executed and delivered to
Mortgagee its Promissory Note in that amount (the "Note"). A true
copy of the Note is annexed hereto as Exhibit "B" and forms a part
hereof.

This Mortgage is given in accordance with that certain Loan
Agreement executed on the 15th day of November, 1994 between
Mortgagor and Mortgagee. This Mortgage and Security Agreement, the
Note, and the Loan Agreement shall hereinafter collectively be
referred to as the "Loan Documents".

GRANTING CLAUSE

NOW, THEREFORE, the Mortgagor, in consideration of the premises and
in order to secure payment of both the principal of, and the
interest and any other sums payable on, the Note or this Mortgage,
and the performance and observance of all the provisions hereof,
and of the loan documents, hereby gives, leases, bargains, sells,
warrants, aliens, remises, releases, conveys, assigns, transfers,
mortgages, hypothecates, deposits, pledges, sets over and confirms
unto the Mortgagee, all of the Mortgagor's estate, right, title and
interest in, to and under any and all of the Premises, improvements
(including improvements to be made hereafter), fixtures here and
below described and located on the Premises which sometimes
collectively referred to hereinafter as the "Mortgaged Property".

TOGETHER with all and singular the rights, interests and
appurtenances whatsoever, in any way belonging, relating or
appertaining to any of the Premises hereinabove mentioned or which
hereafter shall in any way belong, relate or be appurtenant
thereto, whether now owned or hereafter acquired by the Mortgagor
including but not limited to all of Mortgagor's sewer capacity
rights, and Mortgagor's rights under contracts, permits, licenses
and all other documents and payments affecting the Premises,
reserving only the right to the Mortgagor to collect the same so
long as the Mortgagor is not in default hereunder and so long as
the same are not subjected to garnishment levy, attachment or lien.

TO HAVE AND TO HOLD the Premises and all parts, rights,
members and appurtenances thereof, to the use, benefit and behalf
of the Mortgagee, its successors and assigns in fee simple forever,
and the Mortgagor covenants that the Mortgagor is lawfully seized
and possessed of the Premises in fee simple and has good right to

convey the same, that the same are unencumbered excepting taxes accruing subsequent to 1994, and those certain exceptions appearing on the Mortgagee's Title Insurance Policy given in connection herewith and specifically approved by Mortgagee, and that the Mortgagor will warrant and defend the title thereto against the claims of all persons whomsoever, except as hereinafter expressly provided.

PROVIDED ALWAYS that if the Mortgagor shall pay unto the Mortgagee all sums required under the terms of the Note, which Note is in the original principal amount of \$288,000.00 and has a maturity date of April 30, 2011, unless such maturity is accelerated as set forth in the Note, and shall comply with and abide by each and every one of the stipulations, agreements, conditions and covenants of the Loan Documents, then in such event this Mortgage and Security Agreement and the estate hereby created shall cease and be null and void.

The Mortgagor covenants with the Mortgagee as follows:

1.1 Payments of Indebtedness. The Mortgagor shall punctually pay the principal and interest and all other sums to become due in respect to the Note at the time and place and in the manner specified in the Note, according to the true intent and meaning thereof, all in any coin or currency of the United States of America which at the time of such payment shall be legal tender for the payment of public and private debts.

1.2 Taxes, Liens and Other Charges.

(a) The Mortgagor, from time to time when the same shall become due and payable, will pay and discharge all taxes of every kind and nature, all general and special assessments, levies, permits, inspection and license fees, all water and sewer rents and charges and all other public charges, whether of a like or different nature, imposed upon or assessed against the Mortgaged Property or any part thereof or upon the revenues, rents, issues, income and profits of the Mortgaged Property or arising in respect of the occupancy, use or possession thereof. The Mortgagor will, upon the request of the Mortgagee, deliver to the Mortgagee copies of receipts evidencing the payment of all such taxes, assessments, levies, fees, rents and other public charges imposed upon or assessed against the Mortgaged Property or the revenues, rents, issues, income or profits thereof.

(b) The Mortgagor shall pay, from time to time when the same shall become due, all lawful claims and demands of mechanics, materialmen, laborers, and other persons or entities which, if unpaid, might result in or permit the creation of, a lien on Mortgaged Property or any part hereof, or on the revenues, rents, issues, income and profits arising therefrom whether such lien is or may become prior or remain inferior to the Mortgage and also, irrespective of the priority of such other lien(s). Mortgagor in general will do or cause to be done everything necessary so that the lien hereof shall be fully preserved, at the cost of the Mortgagor, without expense to the Mortgagee.

(c) The Mortgagor shall pay any taxes except income taxes imposed on the Mortgagee by reason of the Mortgagee's ownership of the Note or this Mortgage.

1.3 Insurance. The Mortgagor will keep the Mortgaged Property continuously insured in an amount no less than full insurable value which coverage shall insure the Mortgaged Property against loss or damage by fire and by the perils covered by extended coverage and against such other hazards as the Mortgagee, in its sole discretion, shall from time to time require, for the benefit of the Mortgagee. All such insurance at all times will be in an insurance company or companies in such amounts and with terms acceptable to the Mortgagee, with loss, if any, payable to the

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Mortgagee as its interest may appear, pursuant to a noncontributory mortgage clause which shall be satisfactory to the Mortgagee; and forthwith upon the issuance of such policies they will deliver to the Mortgagee copies of receipts for the premiums paid thereon and certificates of insurance and certified copies of such policies. Any policies furnished the Mortgagee shall become its property in the event the Mortgagee becomes the owner of the Premises by foreclosure or otherwise. The Mortgagee is hereby authorized and empowered, at its option, to adjust or compromise any loss under any insurance policies on the Mortgaged Property. Each insurance company is hereby authorized and directed to make payment for all such losses to the Mortgagor and the Mortgagee jointly. Should a loss be incurred, equal to or in excess of fifty percent (50%) of the full insurable value of the Mortgaged Property, then in such event, Mortgagee and Mortgagor may jointly elect to use the proceeds for the reconstruction and repair of the Mortgaged Property or, in the alternative, to apply the net proceeds to the payment of the indebtedness hereby secured, whether then due or not.

1.4 Care of Premises.

(a) The Mortgagor will keep the improvements now or hereafter erected on the Premises in good condition and repair, will not commit or suffer any waste and will not do or suffer to be done anything which will increase the risk of fire or other hazard to the Premises or any part thereof.

(b) If the Premises or any part thereof is damaged by fire or any other cause, the Mortgagee will give immediate written notice of the same to the Mortgagee.

(c) The Mortgagee or its representative is hereby authorized to enter upon and inspect the Premises at any time during normal business hours.

(d) The Mortgagor will promptly comply with all present and future laws, ordinances, rules and regulations of any governmental authority affecting the Premises or any part thereof.

(e) If all or any part of the Premises shall be damaged by fire or other casualty, the Mortgagor will, upon request of the Mortgagee, promptly restore the Premises to the equivalent of its condition immediately prior to such damage, and if a part of the Premises shall be damaged through condemnation, the Mortgagor will, upon request of Mortgagee, promptly restore, repair or alter the remaining part of the Premises in a manner satisfactory to the Mortgagee. The Mortgagee recognizes that this mortgage will be subordinate to the First Mortgage, and to the extent this provision conflicts with the similar terms and conditions of the First Mortgage, the First Mortgage shall supersede and shall be controlling. Nothing contained herein shall, however, relieve the Mortgagor from its obligation to make payments under the Promissory Note in accordance with its terms.

1.5 Further Assurances; Modifications. At any time, and from time to time, upon request by the Mortgagee, the Mortgagor will make, exercise and deliver or cause to be made, executed and delivered, to the Mortgagee, any and all other further instruments, certificates and other documents as may, in the opinion of the Mortgagee, be necessary or desirable in order to effectuate, complete, or perfect or to continue and preserve (i) the obligations of the Mortgagor under the Note, (ii) the security interest of this Mortgage, and (iii) the mortgage lien hereunder. Upon any failure by the Mortgagor so to do the Mortgagee may make, execute and record any and all such instruments, certificates and documents for and in the name of the Mortgagor and the Mortgagor hereby irrevocably appoints the Mortgagee the agent and the attorney in fact of the Mortgagor so to do.

1.6 Expenses. In addition to the expenses described in subparagraph 2.7(b) hereof, the Mortgagor will pay or reimburse the Mortgagee for all reasonable attorney's fees, costs and expenses, including those in connection with appellate proceedings, incurred by the Mortgagee in any proceedings or in any action, legal proceeding or dispute of any kind which relate to or arise from the Mortgage of the interest created herein, or the Premises, including but not limited to the exercise of the power of sale of this Mortgage, any condemnation action involving the Premises or any action to protect the security hereof; and any such amounts paid by the Mortgagee shall be secured by this Mortgage.

1.7 Estoppel Affidavits. The Mortgagor, upon ten days' prior written notice, shall furnish the Mortgagee a written statement, duly acknowledged, setting forth the unpaid principal of, and interest on, the indebtedness secured hereby and whether or not any off-sets or defenses exist against such principal and interest.

1.8 Subrogation. The Mortgagee shall be subrogated to the claims and liens of all parties whose claims or liens are discharged or paid with the proceeds of the indebtedness secured hereby.

1.9 Performance by Mortgagee of Defaults by Mortgagor. If the Mortgagor shall default in the payment of any tax, lien, assessment or charge levied or assessed against the Premises; in the payment of any utility charge, whether public or private; in the payment of any insurance premium; in the procurement of insurance coverage and the delivery of the insurance policies required hereunder; in the performance of any covenant, term or condition of any leases affecting all or any part of the Premises; or in the performance or observance of any covenant, condition or term of this Mortgage; then the Mortgagee, at its option, may perform or observe the same, and all payments made or costs incurred by the Mortgagee in connection therewith, shall be secured hereby and shall be, without demand, immediately repaid by the Mortgagor to the Mortgagee with interest thereon at the maximum rate provided by law. The Mortgagee shall be the sole judge of the legality, validity and priority of any such tax, lien, assessment, charge, claim, premium and obligation, of the necessity for any such actions and of the amount necessary to be paid in satisfaction thereof. The Mortgagee is hereby empowered to enter and to authorize others to enter upon the Premises or any part thereof for the purpose of performing or observing any such defaulted covenant, condition or term, without thereby becoming liable to the Mortgagor or any other person in possession holding under the Mortgagor.

1.10 Condemnation. In the event of a condemnation (which term when used in the Mortgage shall include any damage or taking by any governmental authority and any transfer by private sale in lieu thereof) either temporarily or permanently, of any part of the Premises constituting twenty percent (20%) or more of the full value of the Premises, or in the event such condemnation makes the Premises unusable for the purposes contemplated herein and in the Loan Agreement, then in such event, the entire indebtedness secured hereby shall at the option of the Mortgagee, become immediately due and payable. Such events shall be a Condemnation Event ("Condemnation Event"); however, any condemnation for less than twenty percent (20%) of value or not rendering the Premises unusable, shall not be affected by this section. In the event of a Condemnation Event: The Mortgagee shall be entitled to all compensation, awards, and other payments or relief thereof, and is hereby authorized at its option, to commence, appear in, and prosecute, in its own, or the Mortgagor's name, any action or proceeding relating to any condemnation, any to settle or compromise any claim in connection therewith; and all such compensation, awards, damages, claims, rights of action and proceeds, and the right thereto from any Condemnation Event are hereby assigned by the Mortgagor to the Mortgagee, who, after deducting therefrom, all its expenses, including attorneys fees,

may release any monies received by it without further affecting this Mortgage and may apply the same in such manner as the Mortgagee shall determine, to the reduction of the sum secured hereby, and any balance of such monies then remaining shall be paid to the Mortgagor. The Mortgagor agrees to execute such further assignment of any compensation, awards, damages, claims, rights of action and proceeds from a Condemnation Event as the Mortgagee may require.

1.11 Environmental Representations.

(a) The Mortgagor covenants with the Mortgagee that the Premises have not been used and will not be used in whole or in part for the storage of hazardous waste.

(b) To Mortgagor's knowledge, based on a Phase I environmental audit no violation of any Federal, State or local environmental regulations now exists regarding the Mortgage Property.

(c) Mortgagor shall comply with all Federal, State and local environmental regulations during the construction of the improvements on the Premises.

(d) Mortgagor shall give written notice to Mortgagee immediately upon Mortgagor's acquiring knowledge of the presence of any hazardous substances on the Mortgage Property or of any hazardous substances contamination thereon, or of any notices received by Mortgagor that are violations or potential violations of any environmental regulation laws, ordinances, rules or regulations exists on the Mortgage Property.

ARTICLE II.

2.1 Due on Sale or Further Encumbrance Clause. In determining whether or not to make the loan secured hereby, Mortgagee examined the credit-worthiness of Mortgagor, found it acceptable and continues to rely upon the same as the means of repayment of the loan. Mortgagee also evaluated the background and experience of Mortgagor in owning and operating property such as the Premises, found it acceptable and continues to rely upon same as the means of maintaining the value of the Premises, was ably represented by a licensed attorney at law in the negotiation and documentation of the loan secured hereby and bargained at arm's length and without duress or any kind for all of the terms and conditions of the loan, including this provision. Mortgagor further recognizes that any secondary or junior financing placed upon the Premises (a) may divert funds which would otherwise be used to pay the Note secured hereby; (b) could result in acceleration and foreclosure by any such junior encumbrance which would force Mortgagee to take measures and incur expenses to protect its security; (c) could detract from the value of the Premises should Mortgagee's right to accept a deed in lieu of foreclosure, as a foreclosure by Mortgagee would be necessary to clear the title to the Premises.

In accordance with the foregoing and for the purposes of (i) protecting Mortgagee's security both of repayment by Mortgagor and of value of the Premises; (ii) giving Mortgagee the full benefit of its bargain and contract with Mortgagor; (iii) allowing Mortgagee to raise the interest rate and/or collect assumption fees; and (iv) keeping the Premises free of subordinate financing liens, Mortgagor agrees that if this paragraph be deemed a restraint on alienation, that it is a reasonable one and that any sale, conveyance, assignment, further encumbrance or other transfer of title to the Premises or any interest therein (whether voluntarily or by operation of law) without the Mortgagee's prior written consent, which may be withheld for any reason, shall be an Event of Default hereunder. For the purpose of and without limiting the generality of, the preceding sentence, the occurrence at any time of any of

the following events shall be deemed to be an unpermitted transfer of title to the Premises and therefore an Event of Default hereunder.

(a) any sale, conveyance, assignment or other transfer of or the grant of a security interest in, all or any part of the title to the premises,

(b) any new or additional liabilities without the prior written consent of Mortgagee,

Any consent by the Mortgagee, or any waiver of an event of default, under this Paragraph shall not constitute a consent to, or waiver of any right, remedy or power of the Mortgagee upon a subsequent event of default under this Paragraph.

2.2 Default. A default shall have occurred hereunder if:

(a) The Mortgagor shall fail to pay in full within fifteen (15) days from the date due and payable any installment of principal, interest, late charges or escrow deposits as required by the Note, this Mortgage and otherwise; or

(b) The Mortgagor shall fail to duly observe on time any other covenant, condition or agreement of this Mortgage the Loan Documents or of any other instrument evidencing, security or executed in connection with the indebtedness secured hereby, and such failure continues for a period of fifteen (15) days following written notice by the Mortgagee; or

(c) Any warranties or representations made or agreed to be made in any of the Loan Documents shall be breached by the Mortgagor or shall prove to be false or misleading and such breach is not cured within 15 days following notice from Mortgagee; or

(d) Any lien for labor or material or otherwise shall be filed against the Premises, and such lien is not canceled, removed or transferred within thirty (30) days; or

(e) A levy shall be made under any process on, or a receiver be appointed for, the Premises or any other property of the Mortgagor; or

(f) The Mortgagor shall file a voluntary petition in bankruptcy, or any other petition or answer seeking or acquiescing in any reorganization, arrangement, composition, readjustment, liquidation or similar relief for the Mortgagor under any present or future federal, state or other statute, law or regulation relating to bankruptcy, insolvency or other relief for debtor; or

(g) The Mortgagor shall seek or consent to or acquiesce in the appointment of any trustee, receiver or liquidator of the Mortgagor or of all or any part of the Premises or of any or all of the rents, revenues, issues, earnings, profits or income thereof; or

(h) The Mortgagor shall make any general assignment for the benefit of creditors; or

(i) In any legal proceeding the Mortgagor shall be alleged to be insolvent or unable to pay the Mortgagor's debts as they become due and is not dismissed within sixty (60) days of filing

(j) The Mortgagor shall do, or shall omit to do, any act, or any event shall occur, as a result of which any obligation of the Mortgagor, not arising hereunder, may be declared immediately due and payable by the holder thereof; or

(k) A breach by Mortgagor of any covenant, representation, or warranty set forth in the Loan Agreement and the

expiration of any applicable grace period, or an Event of Default occurs under the terms of the Loan Agreement or any of the other Loan Documents pertaining to the Note and Mortgage; or

(1) One Hundred Percent (100%) of the Mortgaged Property shall cease to be reserved for households who have low or very low income pursuant to U.S. Government HUD guidelines for a period of thirty (30) years from the date hereof.

(m) If the Mortgagee shall reasonably believe that any one or more of the defaults enumerated in paragraphs (a) through (1) may occur, then the Mortgagee shall notify the Mortgagor of the specific facts which create the reasonable basis for its belief and shall request the Mortgagor to provide satisfactory evidence to the Mortgagee that such default is not likely to occur or that Mortgagor has taken appropriate steps to cure the default if it should occur.

2.3 Special Conditions.

(a) Upon sale, transfer, or refinancing of the Premises, all available proceeds of the sale shall be applied to pay the following items in order of priority:

- (1) Expenses of the sale;
- (2) First Mortgage debt in full, including Fees;
- (3) All accrued but unpaid interest on the Note;

(b) All of the principal and interest of the indebtedness secured hereby shall be due and payable upon sale, transfer, or refinancing.

(c) The indebtedness secured hereby shall be serviced by the Mortgagee or by a lending institution selected by Mortgagee.

(d) The discrimination provision of §420.516, Florida Statutes, shall apply to the loan secured hereby.

A violation of any of the above stated Special Conditions by Mortgagor shall constitute a default hereunder.

2.4 Acceleration of Maturity. If a default shall have occurred hereunder, then the whole unpaid principal sum of the indebtedness secured hereby with interest accrued thereon shall, at the option of the Mortgagee, become due and payable without notice or demand, time being of the essence of this Mortgage and of the Note secured hereby; and no omission on the part of the Mortgagee to exercise such option when entitled so to do shall be considered as a waiver of such right.

2.5 Right of Lender to Enter and Take Possession.

(a) If any default shall have occurred and be continuing, the Mortgagor, upon demand of the Mortgagee, shall forthwith surrender to the Mortgagee the actual possession of the Premises and if, and to the extent permitted by law, the Mortgagee may enter and take possession of the Premises and may exclude the Mortgagor and the Mortgagor's agents and employees wholly therefrom. In the event Mortgagee exercises its rights pursuant to this subparagraph (a), the Mortgagee shall be deemed to be acting as agent of Mortgagor and not as owner of the Premises.

(b) For the purpose of carrying out the provisions of this paragraph 2.6, the Mortgagor hereby constitutes and appoints the Mortgagee the true and lawful attorney in fact of the Mortgagor to do and perform, from time to time, any and all actions necessary and incidental to such purpose and does, by these presents, ratify and confirm any and all actions of said attorney

in fact in the Premises.

(c) Whenever all such defaults have been cured and satisfied, the Mortgagee shall surrender possession of the Premises to the Mortgagor, provided that the right of the Mortgagee to take possession, from time to time, pursuant to subparagraph 2.6(a) shall exist if any subsequent default shall occur and be continuing.

2.6 Appointment of a Receiver and Foreclosure.

(a) If a default shall have occurred hereunder, then the whole debt secured by this Mortgage, with all interest thereon, and all other amounts hereby secured shall, at the option of Mortgagee, become immediately due and payable, and may forthwith or at any time thereafter be collected by suit at law, foreclosure of or other proceeding upon this Mortgage or by any other proper, real or equitable procedure without declaration of such option and without notice.

(b) In any suit to foreclose the lien hereof, there shall be allowed and included as additional indebtedness in the decree for sale all expenditures and expenses which may be paid or incurred by or on behalf of the Mortgagee for attorneys' fees, appraisers' fees, outlays for documentary and expert evidence, stenographers' charges, publication cost and costs (which may be estimated as to items to be expended after entry of the decree) of procuring all such abstract of title, title searches and examinations, title insurance policies, and similar data and assurances with respect to title as Mortgagee may deem to be reasonably necessary either to prosecute such suit or to evidence to bidders at any sale which may be had pursuant to such decree the true condition of the title to or the value of the Premises. All expenditures and expenses of the nature in this paragraph mentioned shall become so much additional debt secured hereby and shall be immediately due and payable with interest thereon at the maximum rate provided by law, when paid or incurred by Mortgagee in connection with (i) any proceeding, including foreclosure, probate and bankruptcy proceedings, to which it shall be a party, either as plaintiff, claimant, or defendant, by reason of this Mortgage, or any indebtedness hereby secured, (ii) preparations for the commencement of any suit for the foreclosure hereof after accrual of such right to foreclose whether or not actually commenced, or (iii) preparations for the defense of any threatened suit or proceeding which might affect the Premises or the security hereof, whether or not actually commenced.

(c) Upon, or at any time after, the filing of a complaint to foreclose this Mortgage, the court in which such complaint is filed may appoint a receiver of the Premises. Such appointment may be made either before or after sale, without notice, without regard to the solvency or insolvency of Mortgagor at the time of application for such receiver and without regard to the then value of the Premises. Such receiver shall have power to collect the rents, issues and profits of the Premises during the pendency of such foreclosure suit, and in case of a sale and a deficiency, during the full statutory period of redemption, if any, whether there be redemption or not, as well as during any further times when Mortgagor except for the intervention of such receiver, would be entitled to collect such rents, issues and profits, and all other powers which may be necessary or are usual in such cases for the protection, possession, control, management and operation of the Premises during the whole of said period.

(d) Mortgagor shall deliver to Mortgagee at any time on its request, all agreements for deed, contracts, leases, abstracts, title insurance policies, muniments of title, surveys and other papers relating to the Premises, and in case of foreclosure thereof and failure to redeem, the same shall be delivered to and become the property of the person obtaining a deed to the Premises by reason of such foreclosure.

2.7 Discontinuance of Proceedings and Restoration of the Parties. In case the Mortgagee shall have proceeded to enforce any right or remedy under this Mortgage by receiver, entry or otherwise, and such proceedings shall have been discontinued or abandoned for any reason or shall have been determined adverse to the Mortgagee, then in every such case the Mortgagor and the Mortgagee shall be restored to their former positions and rights hereunder, and all rights, powers and remedies of the Mortgagee shall continue as if no such proceeding had been taken.

2.8 Remedies Cumulative. No right, power or remedy conferred upon or reserved by the Mortgagee by this Mortgage is intended to be exclusive of any other right, power or remedy, but each and every such right, power and remedy shall be cumulative and concurrent and shall be in addition to any other right, power and remedy given hereunder or now or hereafter existing at law or in equity or by statute.

2.9 Stamp and Excise Tax. If any documentary additional stamp or excise tax shall become applicable with respect to this Mortgage, the Note, any loan or credit extended hereunder, or any security agreement, guaranty, the loan agreement or other document, the Mortgagor shall promptly pay such tax in full (including interest and penalties, if any) and shall hold the Mortgagee harmless with respect thereto. The Mortgagor's liability under this paragraph 2.10 will survive the repayment of indebtedness under the Note.

ARTICLE III.

3.1 Successors and Assigns Included in Parties. Whenever in this Mortgage one of the parties hereto is named or referred to, the heirs, legal representatives, successors and assigns of such parties shall be included and all covenants and agreements contained in this indenture by or on behalf of the Mortgagor and by or on behalf of the Mortgagee shall bind and inure to the benefit of their respective heirs, legal representatives, successors and assigns, whether so expressed or not. Provided, however, that the Mortgagor shall have no right to assign its obligations hereunder without the prior written consent of the Mortgagee, which shall not be unreasonably withheld.

3.2 Headings. The headings of the sections, paragraphs and subdivisions of this Mortgage are for the convenience of reference only and shall not limit or otherwise affect any of the terms hereof.

3.3 Invalid Provisions to Affect No Others. If fulfillment of any provision hereof or any transaction related hereto or to the Note, at the time performance of such provisions shall be due, shall involve transcending the limit of validity prescribed by law, then ipso facto, the obligation to be fulfilled shall be reduced to the limit of such validity; and if any clause or provision herein contained operates or would prospectively operate to invalidate this Mortgage in whole or in part, then such clause or provision only shall be held for naught, as though not herein contained, and the remainder of this Mortgage shall remain operative and in full force and effect. Notwithstanding any provision contained herein, the total liability of Mortgagor for payment of interest, including service charges, penalties or any other fees shall not exceed the maximum amount of such interest permitted by applicable law to be charged, and if any payments by Mortgagor include interest in excess to the reduction of the unpaid principal amount due and pursuant hereto.

3.4 Number and Gender. Whenever the singular or plural number, masculine or feminine or neuter gender is used herein, it shall equally include the other.

ARTICLE IV.

4.1 Notice. Any notice or other communication required or permitted to be given hereunder shall be sufficient if in writing and delivered in person or sent by United States Certified Mail, postage prepaid, to the parties being given such notice at the following addresses:

Mortgagor: Congress Park Limited Partnership
6400 Congress Ave., 2000
Boca Raton, FL 33487
Attn: Brad Bryant

With a copy to: Jeff Deutch
Broad and Cassel
7777 Glades Road
Boca Raton, FL 33434

Mortgagee: Palm Beach County
c/o County Attorney's Office
301 North Olive Avenue, Suite 601
West Palm Beach, FL 33401

Any party may change said address by giving the other parties hereto notice of such change of address. Notice given as hereinabove provided shall be deemed given on the date of its deposit in the United States Mail and, unless sooner received, shall be deemed received by the party to whom it is addressed on the third calendar day following the date on which said notice is deposited in the mail, or if a courier system is used, on the date of delivery of the notice.

ARTICLE V.

5.1 Future Advances. It is agreed that this Mortgage shall also secure such future or additional advances as may be made by the Mortgage at its option to the Mortgagor, or its successor in title, for any purpose, provided that all those advances are to be made within three (3) years from the date of this Mortgage, or within such lesser period of time as may be provided hereafter by law as a prerequisite for the sufficiency of actual notice or records notice of the optional future or additional advances as against the rights of creditors or subsequent purchasers for valuable consideration. The total amount of indebtedness secured by this Mortgage may decrease or increase from time to time, but the total unpaid balance so secured at any one time shall not exceed twice the principal amount of the Note, plus interest, and any disbursements made for the payment of taxes, levies or insurance on the Premises with interest on those disbursements. If, pursuant to Florida Statutes Section 697.04, Mortgagor files a notice specifying the dollar limit beyond which future advances made pursuant to this Mortgage will not be secured by this Mortgage, then Mortgagor shall, within one (1) year of day of filing such notice, notify Mortgagee and its counsel by certified mail pursuant to Section 4.1 of this Mortgage. In addition, such a filing shall constitute a default hereunder.

5.2 Lien Priority. The lien priority of this Mortgage shall not be affected by any changes in the Note including, but not limited to, an increase in the interest rate charged pursuant to the Note. Any parties acquiring an interest in the Premises subsequent to the date of this Mortgage is recorded shall acquire such interest in the Premises with notice that Mortgagee may increase the interest rate charged pursuant to the Note or otherwise modify the Note and the Note, as modified, and the Mortgage shall remain superior to the interest of any Party in the Premises acquired subsequent to the date of this Mortgage is recorded, other than the First Mortgage.

5.3 Security Agreement. This instrument also creates a security interest in any and all equipment and furnishings as are considered or determined to be personal property or fixtures, together with all replacements, substitutions, additions, products and proceeds thereof, in favor of the Mortgagee under the Florida Uniform Commercial Code to secure payment of principal, interest and other amounts due Mortgagee now or hereafter secured hereby, and Mortgagee shall also have all the rights and remedies of a secured part under the Florida Uniform Commercial Code shall be cumulative and in addition to all other rights and remedies of Mortgagee arising under the common law or any other laws of the State of Florida or any other jurisdiction.

5.4 Choice of Law. This Mortgage is to be construed in all respects and enforced according to the laws of the State of Florida and you shall be in Palm Beach County.

5.5 Binding Effect. This Mortgage shall be binding upon and insure to the benefit of the Mortgagor and Mortgagee hereto, and their respective heirs, successors and assigns.

IN WITNESS WHEREOF, the Mortgagor has executed and sealed this Mortgage, the day and year first above written.

Witnesses:

CONGRESS PARK LIMITED PARTNERSHIP, a Texas limited partnership, authorized to do business as Congress Park CP Limited Partnership

BY: TCR Congress Park Limited Partnership, a Texas limited partnership, as general partner

BY: TCR SFA Congress Park, Inc. a Texas Corporation, as general partner

BY: Brad Bryant, Vice President
Brad Bryant, Vice President

STATE OF FLORIDA
PALM BEACH COUNTY

The foregoing instrument was acknowledged before me this 15th day of December, 1994 by Brad Bryant, Vice President of TCR SFA CONGRESS PARK, INC. as general partner of TCR CONGRESS LIMITED PARTNERSHIP, as general partner of CONGRESS PARK LIMITED PARTNERSHIP, who is personally know to me or who has produced N/A as identification and who did/did not take an oath.

Bonnie Spiceland
(Signature of Notary)

Bonnie Spiceland
(Typed, Printed, or Stamped Name of Notary)

My Commission Expires

(G:\engovt\lkl\crow-MS2.ACM)
(dhs: 9/22/94)

EXHIBIT "C"
PERMITTED EXCEPTIONS

- A. Taxes for the year 1994 and subsequent years, which are not yet due and payable.
- B. Right of Way for 6th Avenue South Extension as shown in Official Records Book 1948, Page 156; Official Records Book 1916, Page 753; and Road Plat Book 4, Page 61, Public Records of Palm Beach County, Florida.
- C. Drainage Easement in favor of the County of Palm Beach as created in Resolution No. 83-1592 recorded January 16, 1984, in Official Records Book 4134, Page 1182, Public Records of Palm Beach County, Florida.
- D. Resolution fixing setbacks as recorded in Deed Book 1105, Page 619, Public Records of Palm Beach County, Florida.
- E. Right of Way from Melaleuca Lane over the South 40 feet of Tract E of each Block 91, 92, 93, 94, 95 and 96, as shown in Official Records Book 64, Page 493; Official Records Book 1192, Page 233; and Official Records Book 56 Page 259, Public Records of Palm Beach County, Florida.
- F. Agreement dated December 2, 1993, between Boynton Landscape Company, a Florida general partnership, and Congress Park Limited Partnership, a Texas limited partnership, recorded December 6, 1993, in Official Records Book 8014, Page 1543, Public Records of Palm Beach County, Florida.
- G. Unity of Title dated June 6, 1994, recorded June 7, 1994, in Official Records Book 8294, Page 695, Public Records of Palm Beach County, Florida.
- H. Declaration of Restrictive Covenant for Palm Beach County Voluntary Density Bonus Program dated July 11, 1994, recorded July 12, 1994, in Official Records Book 8342, Page 906, Public Records of Palm Beach County, Florida.
- I. Matters shown on the plat of Congress Park recorded in Plat Book 73, Page 142, Public Records of Palm Beach County, Florida.

rs:\t\ccc.res\115\Addendum.Exc

SUBORDINATION AGREEMENT

R94 16300

NOV 15 1994

THIS SUBORDINATION AGREEMENT (this "Agreement") is entered into this _____ day of _____, 19 ____ by and among (i) FIRST HOUSING DEVELOPMENT CORPORATION OF FLORIDA, a Florida corporation (the "Senior Lender"), (ii) PALM BEACH COUNTY, a political subdivision of the State of Florida (the "Subordinate Lender"), and (iii) CONGRESS PARK LIMITED PARTNERSHIP, d/b/a CONGRESS PARK CP LIMITED PARTNERSHIP ("Borrower").

Recitals

A. The Senior Lender has made or is making a loan (the "First Mortgage Loan") to the Borrower in the original principal amount of \$ 7,680,000.00. The First Mortgage Loan is or will be secured by a first mortgage lien (the "First Mortgage") on a multifamily housing project located in Lake Worth, Florida (the "Property"). The Property is more fully described in Exhibit A attached hereto. The Borrower's obligation to repay the First Mortgage Loan is evidenced by a Multifamily Note dated October 1, 1994 together with all addenda (the "First Mortgage Note"), and is due in full on April 1, 2011.

B. The Borrower has requested the Senior Lender to permit the Subordinate Lender to make a subordinate loan to Borrower in the amount of \$ 288,000.00 (the "Subordinate Loan") and to secure the Subordinate Loan by placing a mortgage lien against the Property.

C. The Senior Lender has agreed to permit the Subordinate Lender to make the Subordinate loan and to place a subordinate mortgage lien against the Property subject to all of the conditions contained in this Agreement.

D. The Senior Lender intends to sell, transfer and deliver the First Mortgage Note and assign the First Mortgage to Federal National Mortgage Association ("Fannie Mae").

NOW, THEREFORE, in order to induce the Senior Lender to permit the Subordinate Lender to make the Subordinate Loan to the Borrower and to place a subordinate mortgage lien against the Property, and in consideration thereof, the Senior Lender, the Subordinate Lender and the Borrower agree as follows:

1. Definitions.

In addition to the terms defined in the Recitals to this Agreement, for purposes of this Agreement the following terms have the respective meanings set forth below:

"Affiliate" means, when used with respect to a Person, any corporation, partnership, joint venture, trust or individual controlled by, under common control with, or which controls such Person (the term "control" for these purposes shall mean the ability, whether by the ownership of shares or other equity interests, by contract or otherwise, to elect a majority of the directors of a corporation, to make management decisions on behalf of, or independently to select the managing partner of, a partnership, or otherwise to have the power independently to remove and then select a majority of those individuals exercising managerial authority over an entity, and control shall be conclusively presumed in the case of the ownership of 50% or more of the equity interests).

R94 16300

"Borrower" means the Person named as such in the first paragraph of this Agreement and any other Person (other than the Senior Lender) who acquires title to the Property after the date of this Agreement.

"Business Day" means any day other than Saturday, Sunday or a day on which the Senior Lender is not open for business.

"First Mortgage Loan Default" means a default by the Borrower in performing or observing any of the terms, covenants or conditions in the First Mortgage Loan Documents to be performed or observed by it, which continues beyond any applicable period provided in the First Mortgage Loan Documents for curing the default.

"First Mortgage Loan Documents" means the First Mortgage Note and all other documents evidencing or securing the First Mortgage Loan.

"Person" means an individual, estate, trust, partnership, corporation, governmental department or agency or any other entity which has the legal capacity to own property.

"Senior Lender" means the Person named as such in the first paragraph on page 1 of this Agreement. When Fannie Mae or any other Person becomes the legal holder of the First Mortgage Note, Fannie Mae or such other Person shall automatically become the Senior Lender.

"Subordinate Lender" means the Person named as such in the first paragraph on page 1 of this Agreement and any other Person who becomes the legal holder of the Subordinate Note after the date of this Agreement.

"Subordinate Loan Default" means a default by the Borrower in performing or observing any of the terms, covenants or conditions in the Subordinate Loan Documents to be performed or observed by it, which continues beyond any applicable period provided in the Subordinate Loan Documents for curing the default.

"Subordinate Loan Documents" means the Subordinate Note, the Subordinate Mortgage and all other documents evidencing and securing the Subordinate Loan.

"Subordinate Mortgage" means the mortgage or deed of trust encumbering the Property as security for the Subordinate Loan, which is being recorded among the applicable land records immediately before this Agreement.

"Subordinate Note" means the promissory note datedOctober....., 19 94, issued by the Borrower to the Subordinate Lender, or order, to evidence the Subordinate Loan.

2. Permission to Place Mortgage Lien Against Property.

The Senior Lender agrees, notwithstanding the prohibition against inferior liens on the Property contained in the First Mortgage Loan Documents and subject to the provisions of this Agreement, to permit the Subordinate Lender to place a mortgage lien against the Property (which is subordinate in all respects to the lien of the First Mortgage) to secure the Borrower's obligation to repay the Subordinate Note. Such permission is subject to the condition that each of the representations and warranties made by the Borrower and the Subordinate Lender in Section 3 is true and correct on the date of this Agreement and on the date on which the proceeds of the Subordinate Loan are disbursed to the Borrower. If any of the representations and warranties made by the Borrower and the Subordinate Lender in Section 3 is not true and correct on both of those dates, the provisions of the First Mortgage Loan Documents applicable to unpermitted liens on the Property shall apply.

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3. Borrower's and Subordinate Lender's Representations and Warranties.

The Borrower and the Subordinate Lender each makes the following representations and warranties to the Senior Lender:

(a) Subordinate Loan Documents. The Subordinate Loan is evidenced by the Subordinate Note and is secured by the Subordinate Mortgage.

(b) Subordinate Note. The Subordinate Note contains the following provision:

The indebtedness evidenced by this Note is and shall be subordinate in right of payment to the prior payment in full of the indebtedness evidenced by a Multifamily Note dated October 19 94, in the original principal amount of \$7,680,904.00, issued by Congress Park Limited Partnership, d/b/a Congress Park CP Limited Partnership, payable to "Senior Lender", or order, to the extent and in the manner provided in that certain Subordination Agreement dated October 19 94, between the payee of this Note, and the Senior Lender and Palm Beach County (the "Subordination Agreement"). The Mortgage [Deed of Trust] securing this Note is and shall be subject and subordinate in all respects to the liens, terms, covenants and conditions of the Multifamily Mortgage [Deed of Trust] securing the Multifamily Note as more fully set forth in the Subordination Agreement. The rights and remedies of the payee and each subsequent holder of this Note under the Mortgage [Deed of Trust] securing this Note are subject to the restrictions and limitations set forth in the Subordination Agreement. Each subsequent holder of this Note shall be deemed, by virtue of such holder's acquisition of the Note, to have agreed to perform and observe all of the terms, covenants and conditions to be performed or observed by the Subordinate Lender under the Subordination Agreement.

(c) Terms of Subordinate Loan. The original principal amount of the Subordinate Note is \$288,000.00. Interest on the Subordinate Note is payable monthly at the rate of 3.0 % per annum. The Subordinate Note is due and payable in full on April 30, 2011 ("Maturity"). The principal of the Subordinate Note will ~~(be fully amortized at Maturity)~~ have a balloon principal payment of \$ due at Maturity. The promissory note evidencing the Subordinate Note obligates the Borrower to make monthly payments ~~\$ of which \$ represents interest (for the first month), \$ represents principal (for the first month), and \$ represents~~ . [The portion of each subsequent monthly payment representing interest will decrease and the portion of each subsequent ~~monthly payment representing principal will increase.~~

(d) Relationship of Borrower to Subordinate Lender and Servicer. Neither the Subordinate Lender nor the Servicer is an Affiliate of the Borrower.

(e) Term. The stated term of the Subordinate Note does not end before the stated term of the First Mortgage Note.

(f) Subordinate Loan Documents. The Subordinate Loan Documents are in the exact form submitted to, and approved by, Fannie Mae before the date of this Agreement.

* First Housing Development Corporation of Florida

** based upon the actual cash flow of the Property.

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4. Deliveries.

The Subordinate Lender shall submit the following items to Fannie Mae within 10 Business Days after the date on which the proceeds of the Subordinate Loan are disbursed to the Borrower:

(a) Title Policy Endorsement. An endorsement to the policy of title insurance insuring the lien of the First Mortgage which insures that (i) there are no liens or other encumbrances affecting the Property (other than those approved by the Senior Lender and acceptable to Fannie Mae in writing), (ii) the lien of the Subordinate Mortgage is subordinate to the lien of the First Mortgage, and (iii) this Agreement has been recorded among the applicable land records.

(b) Certification. A certification from the Borrower and the Subordinate Lender to the Senior Lender and acceptable to Fannie Mae that the Subordinate Loan Documents do not contain any changes from the Subordinate Loan Documents submitted to, and approved by, Fannie Mae before the date of this Agreement.

(c) Loan Documents. A complete set of the Subordinate Loan Documents.

5. Terms of Subordination.

(a) Agreement to Subordinate. The Senior Lender and the Subordinate Lender agree that (i) the indebtedness evidenced by the Subordinate Loan Documents is and shall be subordinated in right of payment, to the extent and in the manner provided in this Agreement, to the prior payment in full of the indebtedness evidenced by the First Mortgage Loan Documents, and (ii) the Subordinate Mortgage is and shall be subject and subordinate in all respects to the liens, terms, covenants and conditions of the First Mortgage and to all advances heretofore made or which may hereafter be made pursuant to the First Mortgage (including but not limited to, all sums advanced for the purposes of (x) protecting or further securing the lien of the First Mortgage, curing defaults by the Borrower under the First Mortgage Loan Documents or for any other purpose expressly permitted by the First Mortgage, or (y) constructing, renovating, repairing, furnishing, fixturing or equipping the Property).

(b) Subordination of Subrogation Rights. The Subordinate Lender agrees that if, by reason of its payment of real estate taxes or other monetary obligations of the Borrower, or by reason of its exercise of any other right or remedy under the Subordinate Loan Documents, it acquires by right of subrogation or otherwise a lien on the Property which (but for this subsection) would be senior to the lien of the First Mortgage, then, in that event, such lien shall be subject and subordinate to the lien of the First Mortgage.

(c) Payments Before First Mortgage Loan Default. Until the Subordinate Lender receives notice (or otherwise acquires actual knowledge) of a First Mortgage Loan Default, the Subordinate Lender shall be entitled to retain for its own account all payments made under or pursuant to the Subordinate Loan Documents.

(d) Payments After First Mortgage Loan Default. The Borrower agrees that, after it receives notice (or otherwise has actual knowledge) of a First Mortgage Loan Default, it will not make any payments under or pursuant to the Subordinate Loan Documents (including but not limited to principal, interest, additional interest, late payment charges, default interest, attorney's fees, or any other sums secured by the Subordinate Mortgage) without the Senior Lender's prior written consent. The Subordinate Lender agrees that, after it receives notice (or otherwise acquires actual knowledge) of a First Mortgage Loan Default, it will not accept any payments under or pursuant to the Subordinate Loan Documents (including but not limited to principal, interest, additional interest, late payment

REC 16300

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charges, default interest, attorney's fees, or any other sums secured by the Subordinate Mortgage) without the Senior Lender's prior written consent.

(e) Receipt of Payment Not Permitted Hereunder. If, after the Subordinate Lender receives notice (or otherwise acquires actual knowledge) of a First Mortgage Loan Default, the Subordinate Lender receives any payments under the Subordinate Loan Documents, or if the Subordinate Lender receives any other payment or distribution of any kind from the Borrower or from any other Person in connection with the Subordinate Loan or the Subordinate Loan Documents which the Subordinate Lender is not permitted by this Agreement to retain for its own account, the Subordinate Lender agrees that such payment or other distribution will be received and held in trust for the Senior Lender and unless the Senior Lender otherwise notifies the Subordinate Lender, will be promptly remitted, in kind to the Senior Lender, properly endorsed to the Servicer, to be applied to the principal of, interest on and other amounts due under First Mortgage Loan Documents in such order and in such manner as the Senior Lender shall determine in its sole and absolute discretion. The Subordinate Lender hereby irrevocably designates, makes, constitutes and appoints the Senior Lender (and all Persons designated by the Senior Lender) as the Subordinate Lender's true and lawful attorney in fact with power to endorse the name of the Subordinate Lender upon any checks representing payments referred to in this subsection.

(f) Notice of Payment. The Subordinate Lender agrees to notify (telephonically, followed by written notice) the Servicer and the Senior Lender of the Subordinate Lender's receipt from any Person other than the Borrower of a payment with respect to the Borrower's obligations under the First Mortgage Loan Documents, promptly after the Subordinate Lender obtains knowledge of such payment.

(g) Agreement Not to Commence Bankruptcy Proceeding. The Subordinate Lender agrees that, during the term of this Agreement, it will not commence, or join with any other creditor in commencing, any bankruptcy, reorganization, arrangement, insolvency or liquidation proceedings with respect to the Borrower, without the Senior Lender's prior written consent.

6. Default under Subordinate Loan Documents.

(a) Notice of Default and Cure Rights. The Subordinate Lender agrees to deliver a written notice of each Subordinate Loan Default to the Senior Lender within five Business Days after the occurrence of the Subordinate Loan Default. The Senior Lender shall have the right, but not the obligation, to cure any Subordinate Loan Default within the same time period for curing a default which is given to the Borrower under the Subordinate Loan Documents, except that the Senior Lender's time period for cure shall begin on the date on which it receives notice of the Subordinate Loan Default. All amounts advanced or expended by the Senior Lender to cure a Subordinate Loan Default shall be deemed to have been advanced by the Senior Lender pursuant to, and shall be secured by the lien of, the First Mortgage.

(b) Subordinate Lender May Not Exercise Remedies Without Senior Lender's Written Consent. If a Subordinate Loan Default occurs and is continuing, the Subordinate Lender agrees that, without the Senior Lender's prior written consent, it will not commence foreclosure proceedings with respect to the Property under the Subordinate Loan Documents or exercise any other rights or remedies it may have under the Subordinate Loan Documents, including, but not limited to accelerating the Subordinate Loan (and enforcing any "due on sale" provision included in the Subordinate Mortgage Loan Documents), collecting rents, appointing (or seeking the appointment of) a receiver or exercising any other rights or remedies thereunder unless and until (i) it has given the Senior Lender at least 60 days' prior written notice, and (ii) it has received notice from the Senior Lender that the security inter-

est of the Senior Lender in the rents, income and profits of the Property has been perfected for not less than 91 days.

(c) Effect of Foreclosure by Subordinate Lender. The Subordinate Lender acknowledges that any conveyance or other transfer of title to the Property pursuant to a foreclosure of the Subordinate Mortgage (including a conveyance or other transfer of title pursuant to the exercise of a power of sale contained in the Subordinate Mortgage) or any action taken by the Subordinate Lender to enforce its security interest (if any) in the Partnership Interests in the Borrower (or any deed or assignment in lieu of foreclosure or similar arrangement) shall be subject to the "due on sale" provisions of the First Mortgage Loan Documents; and the Person (including the Subordinate Lender) who acquires title to the Property pursuant to the foreclosure proceeding (or pursuant to the exercise of a power of sale contained in the Subordinate Mortgage) or who acquires title to the Partnership Interests in the Borrower shall not be deemed to be automatically approved by the Senior Lender.

(d) Cross Default. The Borrower and the Subordinate Lender agree that a Subordinate Loan Default shall constitute a default under the First Mortgage Loan Documents and the Senior Lender shall have the right to exercise all rights or remedies under the First Mortgage Loan Documents in the same manner as in the case of any other default thereunder.

7. Default Under First Mortgage Loan Documents.

(a) Notice. The Senior Lender shall not be required to give the Subordinate Lender notice of a First Mortgage Loan Default, and no such notice shall be required prior to the exercise by the Senior Lender of any of its rights or remedies under the First Mortgage Loan Documents and this Agreement with respect to the First Mortgage Loan Default.

(b) Cross Default. The Subordinate Lender agrees that, notwithstanding any contrary provision contained in the Subordinate Loan Documents, a First Mortgage Loan Default shall not constitute a default under the Subordinate Loan Documents if no other default occurred under the Subordinate Loan Documents until either (i) the Senior Lender has accelerated the maturity of the First Mortgage Loan, or (ii) the Senior Lender has taken affirmative action to exercise its rights under the First Mortgage to collect rent, to appoint (or seek the appointment of) a receiver or to foreclose on (or to exercise a power of sale contained in) the First Mortgage. At any time after a First Mortgage Loan Default becomes a default under the Subordinate Loan Documents, the Subordinate Lender shall be permitted to pursue its remedies for default under the Subordinate Loan Documents, subject to the restrictions and limitations of this Agreement. If at any time the Borrower cures any First Mortgage Loan Default to the satisfaction of the Senior Lender, any default under the Subordinate Loan Documents arising from such First Mortgage Loan Default shall be deemed cured and the Subordinate Loan shall be retroactively reinstated as if such First Mortgage Loan Default had never occurred.

8. Conflict.

The Borrower and the Subordinate Lender each agrees that, in the event of any conflict or inconsistency between the terms of the Subordinate Loan Documents and the terms of this Agreement, the terms of this Agreement shall control.

9. Rights and Obligations of the Subordinate Lender Under the Subordinate Mortgage.

Subject to each of the other terms of this Agreement, all of the following provisions shall supersede any provisions of the Subordinate Loan Documents covering the same subject matter:

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(a) Notices. The Subordinate Lender shall deliver to the Senior Lender and the Servicer a copy of each notice which it delivers to the Borrower in connection with the Subordinate Loan simultaneously with the delivery of such notice to the Borrower.

(b) Protection of Security Interest. The Subordinate Lender shall not, without the prior written consent of the Senior Lender in each instance, (i) take any action which has the effect of increasing the indebtedness outstanding under, or secured by, the Subordinate Loan Documents, except that the Subordinate Lender shall have the right to advance funds pursuant to the Subordinate Mortgage for the purpose of paying real estate taxes and insurance premiums, making necessary repairs to the Property and curing other defaults by the Borrower under the Subordinate Loan Documents, or (ii) appear in, defend or bring any action to protect its interest in the Property.

(c) Environmental Matters. The Subordinate Lender agrees not to take any action concerning environmental matters affecting the Property without the prior written consent of the Senior Lender.

(d) Condemnation or Casualty. In the event of (i) a taking or threatened taking by condemnation or other exercise of eminent domain of all or a portion of the Property (collectively, a "Taking"), or (ii) the occurrence of a fire or other casualty resulting in damage to all or a portion of the Property (collectively, a "Casualty"), at any time or times when the First Mortgage remains a lien on the Property the following provisions shall apply:

(1) The Subordinate Lender hereby agrees that its rights (under the Subordinate Loan Documents or otherwise) to participate in any proceeding or action relating to a Taking and/or a Casualty, or to participate or join in any settlement of, or to adjust, any claims resulting from a Taking or a Casualty shall be and remain subordinate in all respects to the Senior Lender's rights under the First Mortgage Loan Documents with respect thereto, and the Subordinate Lender shall be bound by any settlement or adjustment of a claim resulting from a Taking or a Casualty made by the Senior Lender;

(2) all proceeds received or to be received on account of a Taking or a Casualty, or both, shall be applied (either to payment of the costs and expenses of repair and restoration or to payment of the First Mortgage Loan) in the manner determined by the Senior Lender in its sole discretion; provided, however, that if the Senior Lender elects to apply such proceeds to payment of the principal of, interest on and other amounts payable under the First Mortgage Loan, any proceeds remaining after the satisfaction in full of the principal of, interest on and other amounts payable under the First Mortgage Loan shall be paid to, and may be applied by, the Subordinate Lender in accordance with the applicable provisions of the Subordinate Loan Documents; and

(3) the Subordinate Lender agrees to execute and deliver, at no expense to the Senior Lender, all documents, instruments, agreements or further assurances required to effectuate the provisions of this subsection.

(e) Insurance. The Subordinate Lender agrees that, notwithstanding any contrary provision contained in the Subordinate Loan Documents, (i) all requirements pertaining to insurance under the Subordinate Loan Documents (including requirements relating to amounts and types of coverages, deductibles and special endorsements) shall be deemed satisfied if the Borrower complies with the insurance requirements under the First Mortgage Loan Documents, and (ii) all original policies of insurance required pursuant to the First Mortgage shall be held by the Senior Lender. The preceding sentence shall not preclude the Subordinate Lender from requiring that it be named as a loss payee, as its interest may appear, under all policies of property damage insurance maintained by the Borrower with respect to the Property, provided such action does not affect the priority of payment of the pro-

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ceeds of property damage insurance under the First Mortgage, or that it be named as an additional insured under all policies of liability insurance maintained by the Borrower with respect to the Property.

(f) Termination of Subordinate Mortgage. If, after the occurrence of a First Mortgage Loan Default, the Senior Lender acquires title to the Property pursuant to a deed in lieu of foreclosure, the lien of the Subordinate Mortgage shall automatically terminate upon the Senior Lender's acquisition of title, provided that (i) the Subordinate Lender shall have been given written notice of the First Mortgage Loan Default, and (ii) the Subordinate Lender shall not have cured the First Mortgage Loan Default within the 30-day period after its receipt of the notice referred to in clause (i), which notice may be given at any time.

(g) Subordinate Lender's Approval Rights. The Borrower and the Subordinate Lender each agrees that, whenever the Subordinate Loan Documents give the Subordinate Lender the right to approve or consent with respect to any matter affecting the Property (or the construction of any improvements thereon) or otherwise (including, but not limited to, the exercise of any due on sale clause or approval of a transfer of an ownership interest in the Borrower) and a right of approval or consent with regard to the same matter is also granted to the Senior Lender pursuant to the First Mortgage Loan Documents or otherwise, the Senior Lender's approval or consent or failure to approve or consent, as the case may be, shall be binding on the Borrower and the Subordinate Lender.

(h) No Modification of Subordinate Loan Documents. The Borrower and the Subordinate Lender each agrees that, until the principal of, interest on and all other amounts payable under the First Mortgage Loan Documents have been paid in full, it will not, without the prior written consent of the Senior Lender in each instance, (i) amend, modify, increase, extend, renew or replace the Subordinate Loan Documents or (ii) assign any interest in the Subordinate Loan. Any amendment of the Subordinate Loan Documents or assignment of the Subordinate Lender's interest in the Subordinate Loan without the Senior Lender's consent shall be void ab initio and of no effect whatsoever.

10. Modification of First Mortgage Loan Documents.

The Subordinate Lender consents to any agreement or arrangement in which the Senior Lender waives, postpones, extends, reduces or modifies any provisions of the First Mortgage Loan Documents, including any provision requiring the payment of money.

11. Default by the Subordinate Lender.

If the Subordinate Lender defaults in performing or observing any of the terms, covenants or conditions to be performed or observed by the Subordinate Lender under this Agreement, the Senior Lender shall have the right to all available legal and equitable relief. In addition, the Subordinate Lender agrees to indemnify and hold harmless the Senior Lender from and against (i) all damage, loss and liability incurred by the Senior Lender as a result of such default, and (ii) all costs and expenses (including reasonable attorneys' fees and disbursements) incident to the matters referred to in clause (i), whether or not litigation is commenced.

12. Non-Approval of Subordinate Financing Terms.

This Agreement does not constitute an approval by Fannie Mae of the terms of the Subordinate Loan or limit any of the Borrower's rights to negotiate the terms of the Subordinate Loan Documents with the Subordinate Lender.

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13. Notices.

Each notice, request, demand, consent, approval or other communication (hereinafter in this Section referred to collectively as "notices" and referred to singly as a "notice") which the Senior Lender or the Subordinate Lender is required or permitted to give to the other party pursuant to this Agreement shall be in writing and shall be deemed to have been duly and sufficiently given if (a) personally delivered with proof of delivery thereof (any notice so delivered shall be deemed to have been received at the time so delivered), or (b) sent by Federal Express (or other similar national overnight courier) designating early morning delivery (any notice so delivered shall be deemed to have been received on the next Business Day following receipt by the courier), or (c) sent by United States registered or certified mail, return receipt requested, postage prepaid, at a post office regularly maintained by the United States Postal Service (any notice so sent shall be deemed to have been received two days after mailing in the United States), addressed to the respective parties as follows:

SENIOR LENDER:

First Housing Development Corporation of Florida.....
1715 North Westshore Boulevard, Suite 375
Tampa, Florida 33607

Attention: Catherine Brooks, Vice President

With a copy to:

Federal National Mortgage Association
(to be provided at a later date)

Attention: Vice President, Multifamily Activities

Federal National Mortgage Association
Office of Regional Counsel
(to be provided at a later date)

Attention: Regional Counsel

SUBORDINATE LENDER:

Palm Beach County
301 N. Olive Avenue, Suite 601
West Palm Beach, Florida 33401

Attention: Palm Beach County Attorney's Office

Either party may, by notice given pursuant to this Section, change the person or persons and/or address or addresses, or designate an additional person or persons or an additional address or addresses, for its notices, but notice of a change of address shall only be effective upon receipt. The Senior Lender and the Subordinate Lender each agrees that it will not refuse or reject delivery of any notice given hereunder, that it will acknowledge, in writing, receipt of the same upon request by the other party and that any notice

rejected or refused by it shall be deemed for all purposes of this Agreement to have been received by the rejecting party on the date so refused or rejected, as conclusively established by the records of the U.S. Postal Service or the courier service.

14. General.

(a) Assignment/Successors. This Agreement shall be binding upon and shall inure to the benefit of the respective legal successors and assigns of the Senior Lender and the Subordinate Lender.

(b) No Partnership or Joint Venture. The Senior Lender's permission for the placement of the Subordinate Loan does not constitute the Senior Lender as a joint venturer or partner of the Subordinate Lender. Neither party hereto shall hold itself out as a partner, agent or Affiliate of the other party hereto.

(c) Senior Lender's Consent. Wherever the Senior Lender's consent or approval is required by any provision of this Agreement, such consent or approval may be granted or denied by the Senior Lender in its sole and absolute discretion.

(d) Further Assurances. Upon the demand of the Senior Lender from time to time, the Subordinate Lender agrees to execute and deliver all additional instruments and/or documents required by the Senior Lender in order to evidence that the Subordinate Mortgage is subordinate to the lien, covenants and conditions of the First Mortgage, or to further evidence the intent of this Agreement.

(e) Amendment. This Agreement shall not be amended except by written instrument signed by all parties hereto.

(f) Governing Law. This Agreement shall be governed by the laws of the State or the District of Columbia in which the Property is located.

(g) Severable Provisions. If any provision of this Agreement shall be invalid or unenforceable to any extent, then the other provisions of this Agreement, shall not be affected thereby and shall be enforced to the greatest extent permitted by law.

(h) Term. The term of this Agreement shall commence on the date hereof and shall continue until the earliest to occur of the following events: (i) the payment of all of the principal of, interest on and other amounts payable under the First Mortgage Loan Documents; (ii) the payment of all of the principal of, interest on and other amounts payable under the Subordinate Loan Documents, other than by reason of payments which the Subordinate Lender is obligated to remit to the Senior Lender pursuant to Section 5 hereof; (iii) the acquisition by the Senior Lender of title to the Property pursuant to a foreclosure, or a deed in lieu of foreclosure, of (or the exercise of a power of sale contained in) the First Mortgage; or (iv) the acquisition by the Subordinate Lender of title to the Property pursuant to a foreclosure, or a deed in lieu of foreclosure, of (or the exercise of a power of sale contained in) the Subordinate Mortgage, but only if such acquisition of title does not violate any of the terms of this Agreement.

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

SENIOR LENDER:

FIRST HOUSING DEVELOPMENT CORPORATION
OF FLORIDA, a Florida corporation

By: Catherine Brooks
Catherine Brooks, as its Vice
President

Address: 1715 North Westshore Blvd.
Suite 375
Tampa, Florida 33617

ATTEST:

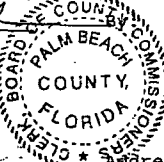
DOROTHY H. WILKEN, CLERK

PALM BEACH COUNTY, FLORIDA, a
political subdivision of the State
of Florida

By: Barbara A. Wilken ITS BOARD OF COUNTY
Deputy Clerk COMMISSIONERS

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

By: County Attorney



By: Mary McCarty
Chair

Address: 301 North Olive Avenue
Suite 601
West Palm Beach, Florida
33401

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NOV 15 1994

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CONGRESS PARK LIMITED PARTNERSHIP, a
Texas limited partnership,
authorized to do business as
Congress Park CP Limited Partnership

By: TCR Congress Park Limited
Partnership, a Texas limited
partnership, general partner

By: TCR SFA Congress Park,
Inc., a Texas
Corporation, as general
partner

By: Brad Bryant
Brad Bryant, as its
Vice President

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NOV 15 1994

STATE OF FLORIDA

COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me this 17th
day of October, 1994, by Catherine Brooks, as Vice President of
FIRST HOUSING DEVELOPMENT CORPORATION OF FLORIDA. She is either
personally known by me or has produced n/a
as identification.

(AFFIX NOTARY SEAL)

Anne B. Gehlsen
NOTARY PUBLIC STATE OF FLORIDA
PRINTNAME: ANNE B. GEHLEN
COMMISSION NO.:
MY COMMISSION EXPIRES:

STATE OF FLORIDA

COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this 15th
day of October, 1994, by Mary McLean as Chair of the
Board of County Commissioners of Palm Beach, Florida, a political
subdivision of the State of Florida, on behalf of the subdivision.
He/She is either personally known by me or has produced
n/a as identification.

Willa Oswalt
NOTARY PUBLIC STATE OF FLORIDA
COMMISSION # CC384437
EXPIRES MAY 6, 1998
BOLDED THRU
ATLANTIC BONDING CO., INC.
(AFFIX NOTARY SEAL)



ANNE B. GEHLEN
MY COMMISSION # CC384518 EXPIRES
July 26, 1998
BOLDED THRU TROY FARM INSURANCE, INC.

Willa Oswalt
NOTARY PUBLIC STATE OF FLORIDA
PRINTNAME: Willa Oswalt
COMMISSION NO.:
MY COMMISSION EXPIRES:

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STATE OF FLORIDA

PALM BEACH COUNTY

The foregoing instrument was acknowledged before me this 18th day of October, 1994, Brad Bryant, Vice President of TCR SFA CONGRESS PARK, INC., a Texas corporation, as general partner of TCR Congress Park Limited Partnership, a Texas limited partnership, as general partner of CONGRESS PARK LIMITED PARTNERSHIP, a Texas limited partnership, on behalf of the corporation and the partnership, who is personally known to me or who has produced as identification.

(AFFIX NOTARY SEAL)

TPA2-229035



Barbara J. Britton
NOTARY PUBLIC STATE OF FLORIDA
PRINTNAME: Barbara J. Britton
COMMISSION NO.: CC 193108
MY COMMISSION EXPIRES: 5-1-96

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NOV 15 1994

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Board of County Commissioners

Mary McCarty, Chair
Ken L. Foster, Vice Chairman
Karen T. Marcus
Carol A. Roberts
Warren H. Newell
Durt Aaronson
Maude Ford Lee

County Administrator

Robert Weisman

Department of Planning, Zoning & Building
Zoning Division



October 12, 1994

Ms. Deborah L. Fish
Trammell Crow Residential
6400 Congress Avenue
Suite 2000
Boca Raton, Florida 33487

Re: Congress Park PUD, Petition 93-33
Congress Avenue and Melaleuca Lane

Dear Ms. Fish:

This letter is in response to your request for zoning confirmation of the above-referenced property located in unincorporated Lake Worth. The 19.5 acre parcel is zoned as a Planned Development District, Planned Unit Development, with Voluntary Density Bonus (PDD-PUD-VDB).

The Congress Park Planned Unit Development (PUD) received final site plan certification on July 13, 1994 for a total of 288 rental apartments with a gross density of 14.8 dwelling units per acre. The approved plans for Congress Park PUD are in compliance with zoning and land use regulations, including parking requirements.

Enclosed are all the approved plans, conditions of approval, and the Resolution approved by the Board of County Commissioners (BCC) for Petition 93-33, Congress Park PUD.

Should you have any questions or require further information, please contact Kathleen Zeitler, Zoning Division, at 233-5226.

Sincerely,

L. Martin Hodgkins
L. Martin Hodgkins, AICP
Zoning Division Director

0022: rnmpl/longpark.pdf

Post-it® brand fax transmittal memo 7671		# of pages 2
To: Ms. Fish	From: Marty	
Co: Trammell Crow	Co: PDC ZONING	
Dept:	Phone: 233-5226	
Fax: 497-8649	Fax: 233-5165	

EXHIBIT "B"

"An Equal Opportunity - Affirmative Action Employer"

100 Audubon Avenue West Palm Beach, Florida 33416 (407) 855-8901 FAX: (407) 855-8116

RECORDER'S MEMO: Legibility
of Writing, Typing or Printing
unsatisfactory in this document
when received

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BROAD CASSEL
ATTORNEYS AT LAW

WILLIAM B. BROAD, P.A.
JAMES B. CASSEL, P.A.
JENNIFER A. DAVIES, P.A.
NICHOLA L. LARSON, P.A.
C. ERIK MURPHY, P.A.
JUDITH B. SHERIDAN
ROBERT D. TAYLOR, P.A.
MICHAEL B. WHEELER, P.A.
C. DAVID WOOD, P.A.
I. WATSON STUBBS
DAVID J. BROWN, P.A.
P. VERNON SHERIDAN
JAMES E. CALDER, P.A.
JAMES E. CALDER, P.A.
CLIFFORD L. BRYCE, P.A.
APRIL F. LARSON, P.A.
M. STEPHEN TUCKER, P.A.
RALPH C. DAVILA, P.A.
DOUGLAS L. MANNING, P.A.
MATTHEW S. PIERCE, P.A.
KAL SPORTEL, P.A.
MICHAEL A. DEER, P.A.

ANTHONY W. PALMA, P.A.
ANTHONY D. LARSON
CHARLES S. STANTON, P.A.
FELIP S. ROYALTY, P.A.
LAURENCE S. FOLK, P.A.
BARRY A. PATTON, P.A.
JAMES S. KATZ, P.A.
ARNOLD STANLEY, JR., P.A.
FELIP STANLEY, P.A.
WILLIAM C. FILLIPE, P.A.
ALAN F. LEBERMAN, P.A.
GABRIEL L. DOVRIATO, P.A.
DAVID S. WELLS, P.A.
ROBERT F. SCHER, P.A.
ANTHONY COTTON, P.A.
LESLY D. BRANTLEY JOHNSON, P.A.
RANDALL M. ALDRIDGE, P.A.
JAMES J. WISEMAN, P.A.
TIMOTHY P. GORDON
ANTHONY S. THOMAS, P.A.
STEVEN A. BROWN, P.A.
MAURE D. TUCKER

THOMAS C. TAYLOR, P.A.
RYAN W. GAZDAR, P.A.
JACK S. BLUM, P.A.
DOUGLAS S. BLUMSTEIN
DAVID L. LARSON, P.A.
STEVEN BLUM
ANTHONY S. KLOPP
PAUL A. BELL
MICHAEL S. JOHNSON
MICHAEL M. GARDNER
MICHAEL W. HILLMAN
LEONARD S. KELLER
BARBARA C. JOHNSON
TIMOTHY J. RYAN
BARBARA M. CASTELLO
STEVEN P. BARLOW
MICHAEL S. ELLISON
ALAN ROYCE MANNAN
BOY S. KIMBLE
WILLIAM L. BRYCE
C. CHRISTOPHER KILMER
CARA LEE MACDONALD

JOE L. LAWRENCE
DAVE S. LEBMAN
DAVID J. JOHNSON
STEVEN S. BROWN
ALTON S. BROWN
BARRY S. STEIN
KATHLEEN CAYTON
KATHLEEN L. JOHNSON
ROBERT ALPERT, JR.
ROBERT F. HALLERT
KATHLEEN F. WHITE
MICHAEL A. BROWN
ELL A. BROWN
MICHAEL J. MATTISON
MICHAEL F. BROWN
LEON C. VANDER
LAURA M. BROWN
MARIA C. MONTENOTTE
MICHAEL MANTON

7777 GLADES ROAD
SUITE 300
BOCA RATON, FL 33434
(407) 483-7000
FAX (407) 483-7321

OF COUNSEL
MICHAEL BROAD
ALAN CALDER
MICHAEL BROAD, P.A.
WILLIAM W. BROAD, JR., P.A.
WALTER L. BROWN
ALAN S. JOHNSON

* Not Admitted in Florida

December 15, 1994

Palm Beach County
c/o Palm Beach County Attorney's Office
Suite 601
301 North Olive Avenue
West Palm Beach, FL 33401

RE: PALM BEACH COUNTY ("LENDER") LOAN TO CONGRESS PARK
LIMITED PARTNERSHIP, A TEXAS LIMITED PARTNERSHIP

Dear Gentlemen:

We are counsel to Congress Park Limited Partnership, a Texas limited partnership (the "Borrower") in connection with a \$288,000 loan from Lender to Borrower (the "Loan"). Simultaneously with the delivery of this letter, the Borrower is executing and delivering to Lender a Promissory Note dated December 15, 1994, in the amount of \$288,000 (the "Note"), a Mortgage and Security Agreement dated December 15, 1994, (the "Mortgage"). The Borrower has previously executed a Loan Agreement dated November 10, 1994, (the "Loan Agreement") as security for the Loan. The Note, Mortgage and the Loan Agreement are hereinafter collectively the "Loan Documents".

This opinion has been prepared and is to be construed in accordance with the Report on Standards for Florida Opinions dated April 8, 1991 issued by the Business Law Section of the Florida Bar (the "Report"). The Report is incorporated by reference into this opinion. In rendering the following opinions, we have relied, as to factual matters that affect our opinions, solely on our examination of the Loan Documents, and have made no independent verification of the facts asserted to be true and correct in those documents, including all representations and warranties contained in the Loan Documents. In rendering the following opinions, we

OTHER OFFICES: FT. LAUDERDALE - MIAMI - ORLANDO - STUART - TALLAHASSEE - TAMPA - WEST PALM BEACH

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Palm Beach County
December 15, 1994
Page 2

have made no assumptions other than those set forth in this letter or the Report.

Based on the foregoing, and subject to the qualifications and limitations stated in this letter and in the Report, we are of the opinion that:

1. Based solely on the opinion of Locke Purnell Rain Harrell (the "Texas Opinion"), a copy of which is attached hereto as Exhibit "A" the Borrower is a limited partnership validly existing, duly organized and in good standing under the laws of the State of Texas.

2. Based solely on the Texas opinion, TCR Congress Park Limited Partnership, the general partner of Borrower is a limited partnership validly existing, duly organized and in good standing under the laws of the State of Texas. Additionally, based solely on the Texas Opinion, TCR SFA Congress Park, Inc., the general partner of TCR Congress Park Limited Partnership, is a corporation duly organized and validly existing under the laws of the State of Texas.

3. Borrower is authorized to do business in Florida under the name Congress Park CP Limited Partnership.

4. Based solely on the Texas Opinion, the Borrower has the necessary power and authority to execute the Loan Documents and to undertake its obligations thereunder. Based solely on the Texas Opinion, the Loan Documents have been duly authorized, executed and delivered.

5. The Loan Documents are valid, binding and enforceable in accordance with their terms.

6. To our knowledge, Borrower is in compliance with all laws, regulations, ordinances and orders of all governmental authorities applicable to the type of development contemplated under the Loan Agreement.

7. Based solely upon letter dated October 12, 1994 from L. Martin Hodgkins, Palm Beach County Zoning Division Director, to Deborah L. Fish, a copy of which is attached hereto as Exhibit "B", the proposed construction of the Improvements (as that term is defined in the Loan Agreement) and the proposed use of the property encumbered by the Mortgage (the "Property") comply with all applicable zoning and building laws and regulations.

8. To our knowledge, permits and approvals necessary for the construction, operation and use of the Property have been obtained and are in full force and effect. We except from the foregoing

BROAD AND CASSEL

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opinion such approvals, permits or licenses not available under provisions of applicable law or not yet required for the timely performance by the Borrower of its obligations under the Loan Documents. We have no reason to believe that such approvals, permits or licenses required or available in the future will not be timely obtained by the Borrower.

9. The Improvements do not qualify as a "development of regional impact" in accordance with Chapter 380 of the Florida Statutes.

10. To our knowledge, there is no charter, partnership agreement, bylaw of Borrower, and no provision of any existing mortgage, indenture, contract or agreement known to be binding on Borrower, affecting its property, which would conflict with or in any way prevent the execution, delivery and carrying out of the terms of the Loan Documents.

11. To our knowledge, there are no proceedings pending or threatened before any court or administrative agency which will materially adversely affect the financial condition or operation of Borrower or the Property, including but not limited to bankruptcy, reorganization or insolvency proceeding or any other debt or credit of proceedings under the Bankruptcy Code or any similar statute, nor, to our knowledge, are there any such financial circumstances which could lead to such proceedings.

12. The form of the Mortgage is sufficient to create a valid lien on the real property encumbered by the Mortgage.

The foregoing opinions are subject to the following qualifications:

(1) To the extent the opinion relating to enforceability generally may be construed as an opinion relative to usury, the opinion is expressly limited to an analysis of whether the Loan Documents, as written, will be subject to a defense, claim or setoff as a result of the Lender contracting for a usurious rate of interest. Furthermore, the usury opinion is subject to and based upon the assumption that (i) there will be no fees, charges, points or other forms of payments to or for the benefit of Lender other than those referred to in the Loan Documents which have been paid or are payable by or on behalf of the Borrower; (ii) each and every usury savings clause contained in the Loan Documents will be held to be valid, binding and enforceable in accordance with its terms by all applicable judicial authority; and (iii) no interest will be charged, received or contracted for by Lender except that which is expressly contracted for in the Loan Documents.

BROAD AND CASSEL

FILE 1643 PAGE 510

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(2) This opinion is limited to the matters stated herein and no opinion is implied or may be inferred beyond the matters expressly stated.

(3) We are licensed to practice only in the State of Florida, and we express no opinion with respect to any laws other than those of the State of Florida and federal laws applicable in the State of Florida. Our opinion as set forth above is specifically qualified by reference to and is based upon laws, rules and regulations in effect in the State of Florida on the date hereof, and we do not undertake, and hereby disclaim, any obligation to advise you of any changes or any new developments which might affect any matter or opinion set forth herein.

(4) We express no opinion as to the relative priority or perfection of any lien or security interest.

(5) This opinion is further qualified to the extent that:

(a) The enforceability of the Loan Documents may be limited by bankruptcy, reorganization, insolvency, moratorium and similar laws, and to other laws affecting creditors' rights generally; and

(b) A particular court may refuse to grant certain equitable remedies, including, without limiting the generality of the foregoing, specific performance with respect to enforcement of provisions of the Loan Documents; and

(c) The enforceability of certain remedial, waiver, or other provisions of the Loan Documents, including without limitation, provisions (i) authorizing the Lender to repossess collateral as such actions would constitute a breach of the peace; (ii) purporting to release Lender from any obligation that deals with the collateral securing the Loan in a commercially reasonable manner; (iii) purporting to establish evidentiary standards; (iv) purporting to release Lender from its obligations to deal in good faith; (v) relating to waiver of rights to procedure and due process. Enforceability of any indemnity provision contained in the Loan Documents may be limited by considerations of public policy. However, the qualifications in this section will not, in our opinion, materially interfere with the practical realization of the benefits of the security provided by the Loan Documents.

(6) This opinion (i) has been furnished to you at your request, and we consider it to be a confidential communication which may not be furnished, reproduced, distributed or disclosed to

BROAD AND CASSEL

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Palm Beach County
December 15, 1994
Page 5

anyone without our prior written consent and (ii) is rendered solely for your information and assistance in connection with the above transaction, and may not be relied upon by any other person or for any purpose without our prior written consent.

Very truly yours,

BROAD AND CASSEL

Broad and Cassel

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BROAD AND CASSEL

1643 PAGE 512

R 94 1630 D

LOCKE PURNELL RAIN HARRELL

LOCKE PURNELL RAIN HARRELL

A PROFESSIONAL CORPORATION

LOCKE PURNELL RAIN HARRELL

DALLAS TEXAS 75201-0001

CHICAGO ILL

FAX 214 441 4444

TELEX 214 001 LOCKE DAL

WRITER'S DIRECT DIAL NUMBER

October 27, 1994

Broad and Cassel
7777 Glades Road
Suite 300
Boca Raton, Florida 33434

Palm Beach County
Suite 601
301 North Olive Avenue
West Palm Beach, Florida 33401

Re: \$288,000 loan to Congress Park Limited Partnership, a
Texas limited partnership ("Borrower"), from Palm Beach
County ("Lender")

Ladies and Gentlemen:

We have acted as Texas special counsel to Borrower, TCR
Congress Park Limited Partnership, a Texas limited partnership and
general partner of Borrower ("TCR Congress Park"), and TCR SFA
Congress Park, Inc., a Texas corporation and general partner of TCR
Congress Park ("TCR SFA"), in connection with the above-referenced
transaction.

1. Organizational Documents Reviewed. In our capacity as Texas
special counsel and for purposes of this opinion, we have examined
the following documents:

- (a) a certificate dated September 23, 1994 from the Secretary
of State of Texas to the effect that Borrower is existing
in the State of Texas;
- (b) a copy of Borrower's Certificate of Limited Partnership
certified by the Assistant Secretary of TCR SFA as of
October 21, 1994;
- (c) a copy of Borrower's Agreement of Limited Partnership
certified by the Assistant Secretary of TCR SFA as of
October 21, 1994;
- (d) a certificate dated September 23, 1994 from the Secretary
of State of Texas to the effect that TCR Congress Park is
existing in the State of Texas;

EXHIBIT "A"

A TRADITION OF SERVICE SINCE 1891

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- (e) a copy of TCR Congress Park's Certificate of Limited Partnership certified by the Assistant Secretary of TCR SFA as of October 21, 1994;
- (f) a copy of TCR Congress Park's Agreement of Limited Partnership certified by the Assistant Secretary of TCR SFA as of October 21, 1994;
- (g) a certificate dated September 23, 1994 from the Secretary of State of Texas to the effect that TCR SFA is incorporated and existing in the State of Texas;
- (h) a copy of TCR SFA's Articles of Incorporation certified by the Vice President of TCR SFA as of October 21, 1994;
- (i) a copy of TCR SFA's Bylaws certified by the Vice President of TCR SFA as of October 21, 1994;
- (j) a certificate dated September 23, 1994 from the Texas Comptroller of Public Accounts to the effect that TCR SFA is in good standing in the State of Texas; and
- (k) a copy of Resolutions of the Board of Directors of TCR SFA certified by the Vice President of TCR SFA as of October 21, 1994.

2. **Loan Documents.** In addition, we have been advised that the Borrower has entered into the following documents (collectively, the "Loan Documents"):

- (a) Promissory Note dated October 27, 1994 in the original principal amount of \$288,000 executed by Borrower and payable to Lender;
- (b) Mortgage and Security Agreement dated October 27, 1994 executed by the Borrower for the benefit of Lender; and
- (c) Loan Agreement dated October 27, 1994 between the Borrower and Lender.

In addition, we have examined such other documents, instruments and certificates and have made such other investigations as we have deemed necessary and appropriate to render the opinions set forth in this letter.

3. **Opinions.** Based on our review of the foregoing and subject to the assumptions and qualifications set forth herein, it is our opinion that, as of the date of this letter:

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- (a) Borrower is a limited partnership duly organized and validly existing under the laws of the State of Texas.
- (b) TCR Congress Park is a limited partnership duly organized and validly existing under the laws of the State of Texas.
- (c) TCR SFA is a corporation duly organized, validly existing and in good standing under the laws of the State of Texas.
- (d) Borrower has the power and authority to execute and deliver the Loan Documents and to perform its obligations under the Loan Documents and is authorized to execute and deliver the Loan Documents on behalf of Borrower.
- (e) TCR Congress Park is authorized to serve as general partner of Borrower and is authorized to execute and deliver the Loan Documents on behalf of Borrower.
- (f) TCR SFA is authorized to serve as general partner of TCR Congress Park and is authorized to execute and deliver the Loan Documents on behalf of TCR Congress Park.

4. **Reliance.** For purposes of the opinions expressed in Paragraphs 3(a), (b) and (c) with respect to the existence of Borrower, TCR Congress Park, and TCR SFA, we have relied, with your consent, upon the certificates of existence for those entities issued by the Secretary of State of Texas referenced in Paragraphs 1(a), (d), and (g), respectively. For purposes of the opinions expressed in Paragraph 3(c) with respect to the good standing of TCR SFA, we have relied, with your consent, upon the certificate of account status for such entity issued by the Texas Comptroller of Public Accounts referenced in Paragraph 1(j).

5. **Assumptions.** In delivering the opinions expressed in Paragraph 3, we have assumed the following:

- (a) All terms and conditions of, or relating to, the transactions contemplated by the Loan Documents are correctly and completely embodied in the Loan Documents.
- (b) All signatures are genuine, all documents submitted to us as originals are authentic, and all documents submitted to us as copies are accurate and complete copies of the originals thereof.
- (c) All facts, representations and warranties set forth in each of the certificates identified in Paragraph 1 are

copy 1643 PAGE 515

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October 27, 1994
Page 4

true and correct in all material respects as of the date hereof.

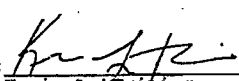
- (d) None of the Loan Documents require or contemplate engaging in any unlawful business by any party thereto.

6. Limitations. This opinion letter is subject to the following limitations.

- (a) We express no opinion regarding the enforceability of any term or provision of the Loan Documents.
- (b) The opinions expressed in this letter are limited to the laws of the State of Texas.
- (c) The opinions expressed in this letter are limited to the matters specifically set forth in this letter and no other opinions should be inferred beyond the matters expressly stated.
- (d) The opinions expressed in this letter are solely for your use and may not be relied on by any other persons without the prior written approval of the undersigned.

Very truly yours,

LOCKE PURNELL RAIN HARRELL
(A Professional Corporation)

By: 
Kevin L. Twining

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R 94 16300

er 27, 1994

- (a) Borrower is a limited partnership duly organized and validly existing under the laws of the State of Texas.
- (b) TCR Congress Park is a limited partnership duly organized and validly existing under the laws of the State of Texas.
- (c) TCR SFA is a corporation duly organized, validly existing and in good standing under the laws of the State of Texas.
- (d) Borrower has the power and authority to execute and deliver the Loan Documents and to perform its obligations under the Loan Documents and is authorized to execute and deliver the Loan Documents on behalf of Borrower.
- (e) TCR Congress Park is authorized to serve as general partner of Borrower and is authorized to execute and deliver the Loan Documents on behalf of Borrower.
- (f) TCR SFA is authorized to serve as general partner of TCR Congress Park and is authorized to execute and deliver the Loan Documents on behalf of TCR Congress Park.

Reliance. For purposes of the opinions expressed in Paragraphs 3(a), (b) and (c) with respect to the existence of Borrower, TCR Congress Park, and TCR SFA, we have relied, with your consent, upon the certificates of existence for those entities by the Secretary of State of Texas referenced in Paragraphs (d), and (g), respectively. For purposes of the opinions expressed in Paragraph 3(c) with respect to the good standing of TCR SFA, we have relied, with your consent, upon the certificate of status for such entity issued by the Texas Comptroller of Accounts referenced in Paragraph 1(j).

Assumptions. In delivering the opinions expressed in Paragraph 3, we have assumed the following:

- (a) All terms and conditions of, or relating to, the transactions contemplated by the Loan Documents are correctly and completely embodied in the Loan Documents.
- (b) All signatures are genuine, all documents submitted to us as originals are authentic, and all documents submitted to us as copies are accurate and complete copies of the originals thereof.
- (c) All facts, representations and warranties set forth in each of the certificates identified in Paragraph 1 are

RECORDER'S MEMO: Legibility
of Writing, Typing or Printing
unsatisfactory in this document
when received.

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October 27, 1994
Page 4

true and correct in all material respects as of the date hereof.

- (d) None of the Loan Documents require or contemplate engaging in any unlawful business by any party thereto.

6. Limitations. This opinion letter is subject to the following limitations.

- (a) We express no opinion regarding the enforceability of any term or provision of the Loan Documents.
- (b) The opinions expressed in this letter are limited to the laws of the State of Texas.
- (c) The opinions expressed in this letter are limited to the matters specifically set forth in this letter and no other opinions should be inferred beyond the matters expressly stated.
- (d) The opinions expressed in this letter are solely for your use and may not be relied on by any other persons without the prior written approval of the undersigned.

Very truly yours,

LOCKE PURNELL RAIN HARRELL
(A Professional Corporation)

By: Kevin L. Twining
Kevin L. Twining

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R 94 1630 D

Board of County Commissioners

Mary McCarty, Chair
 Ken L. Foster, Vice Chairman
 Karen T. Marcus
 Carol A. Roberts
 Warren H. Newell
 Burt Aaronson
 Maude Ford Lee

County Administrator

Robert Weisman

Department of Planning, Zoning & Building

Zoning Division



October 12, 1994

Ms. Deborah L. Fish
 Trammell Crow Residential
 6400 Congress Avenue
 Suite 2000
 Boca Raton, Florida 33487

Re: Congress Park PUD, Petition 93-13
 Congress Avenue and Melaleuca Lane

Dear Ms. Fish:

This letter is in response to your request for zoning confirmation of the above-referenced property located in unincorporated Lake Worth. The 19.5 acre parcel is zoned as a Planned Development District, Planned Unit Development, with Voluntary Density Bonus (PDD-PUD-VDB).

The Congress Park Planned Unit Development (PUD) received final site plan certification on July 13, 1994 for a total of 288 rental apartments with a gross density of 14.8 dwelling units per acre. The approved plans for Congress Park PUD are in compliance with zoning and land use regulations, including parking requirements.

Enclosed are all the approved plans, conditions of approval, and the Resolution approved by the Board of County Commissioners (BCC) for Petition 93-13, Congress Park PUD.

Should you have any questions or require further information, please contact Kathleen Zeitler, Zoning Division, at 233-5226.

Sincerely,

L. Martin Hodgkins
 L. Martin Hodgkins, AICP
 Zoning Division Director

KDZ: correspondence

Post-it brand fax transmittal memo 7671		# of pages 1
To: Ms. Fish	From: MARTIN	
Re: Trammell Crow	CC: PDC ZONING	
Date:	Phone: 233-5226	
Fax: 497-8649	Fax: 233-5165	

EXHIBIT "B"

"An Equal Opportunity - Affirmative Action Employer"

100 Administration Avenue West Palm Beach, Florida 33416 (407) 733-5701 FAX (407) 733-5165

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Board of County Commissioners

Ken L. Foster, Chairman
Burt Aaronson, Vice Chairman
Karen T. Marcus
Carol A. Roberts
Warren H. Newell
Mary McCarty
Maude Ford Lee

County Administrator
Robert Weisman

Housing & Community Development
Department

COMMISSION ON AFFORDABLE HOUSING



To: Ken L. Foster, Chair
Board of County Commissioners

From: Kathleen Noble, Interim Manager
Commission on Affordable Housing *KN*

Date: January 11, 1995

Re: Congress Park Subordination Agreement

On November 15, 1994, the Board of County Commissioners (BCC) approved a Loan Agreement for Congress Park, a development consisting of 288 units of lower income housing. The agenda item authorized the Chair to execute required subordination agreements without further approval by the BCC (see attached).

Enclosed please find two subordination agreements for Congress Park. These agreements need to be executed and returned to the office of Tammy Fields, Assistant County Attorney.

If you have any questions, please contact Tammy Fields at 355-2296 or me at 233-3660. Thank you.

cc: William Wilkins, Assistant County Administrator
Remar Harvin, Director, HCD
Tammy Fields, Assistant County Attorney

FILE: CONGFOST.SUB

R94 16300

"An Equal Opportunity - Affirmative Action Employer"

3323 Belvedere Road, Bldg. # 501 West Palm Beach, Florida 33406

printed on recycled paper

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THIS DOCUMENT PREPARED BY
AND RETURN TO:
David R. Singleton
Holland & Knight
Post Office Box 1288
Tampa, Florida 33601

R94 1630D

SUBORDINATION AGREEMENT

This is a Subordination Agreement dated October 27, 1994, by and between First Housing Development Corporation of Florida, a Florida corporation, whose address is 1715 North Westshore Boulevard, Suite 375, Tampa, Florida 33607 ("First Housing") and Palm Beach County, a political subdivision of the State of Florida, whose address is 301 North Olive Avenue, West Palm Beach, Florida 33401 ("Palm Beach County").

WITNESSETH:

WHEREAS, Congress Park Limited Partnership d/b/a Congress Park CP Limited Partnership, a Texas limited partnership ("Congress Park") executed a Declaration of Restrictive Covenant for Palm Beach County Voluntary Density Bonus Program dated July 11, 1994, and recorded in Official Records Book 8342, Page 906, of the Public Records of Palm Beach County, Florida (the "Declaration"), which Declaration imposes certain restrictive covenants on the real property described on Exhibit "A" attached hereto (the "Property").

WHEREAS, First Housing intends to make a loan in the amount of \$7,680,904.00 to Borrower which loan will be secured by a first mortgage lien on the Property, as evidenced by a mortgage from Congress Park in favor of First Housing (the "First Housing Mortgage");

WHEREAS, First Housing is unwilling to make the loan to Congress Park unless Palm Beach County expressly subordinates the Declaration to the lien of the First Housing Mortgage;

NOW THEREFORE, for good and valuable consideration, the sufficiency of which is acknowledged by the parties, and to induce First Housing to make loan to Congress Park, the parties agree as follows:

1. All of the above recitals are true and correct in every respect and incorporated herein by reference.

2. Palm Beach County subordinates the Declaration to the lien of the First Housing Mortgage and acknowledges that the Declaration is junior, inferior, and postponed in priority, operation and effect to the First Housing Mortgage. Palm Beach County agrees and acknowledges that this subordination extends to (a) all modifications, renewals, and extensions of the First Housing Mortgage, and (b) any assignment of the First Housing Mortgage to an institutional lender as defined in Paragraph 1.11 of the Declaration.

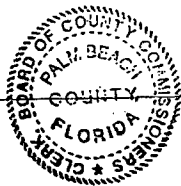
3. This subordination terminates when all loans secured by the First Housing Mortgage have been paid in full, or, in the event the First Housing Mortgage is assigned to a person or entity which is not an institutional lender as defined in Paragraph 1.11 of the Declaration.

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4. The terms of this Subordination Agreement bind Palm Beach County and its respective successors and assigns and are for the benefit of First Housing and its respective successors and assigns.

IN WITNESS WHEREOF, the parties have executed this Subordination Agreement on the date first dated above.



FIRST HOUSING DEVELOPMENT CORPORATION
OF FLORIDA, a Florida corporation.

By: Catherine S. Brooks
Catherine Brooks, as its Vice
President

ATTEST:

DOROTHY H. WILKEN, CLERK

By: Dorothy H. Wilken
Deputy Clerk

PALM BEACH COUNTY, FLORIDA, a
political subdivision of the State
of Florida

By: ITS BOARD OF COUNTY
COMMISSIONERS

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

By: Samuel J. Hubbs
County Attorney

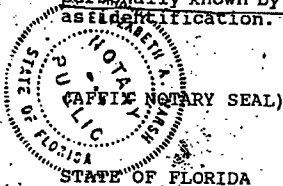
By: Ken Foster
Chair

R94 1630D

STATE OF FLORIDA

COUNTY OF HILLSBOROUGH.

The foregoing instrument was acknowledged before me this 27th
day of October, 1994, by Catherine Brooks, as Vice President of
FIRST HOUSING DEVELOPMENT CORPORATION OF FLORIDA. She is either
personally known by me or has produced
as identification.



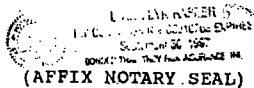
NOTARY PUBLIC STATE OF FLORIDA
PRINTNAME: Elizabeth A. Marsh
COMMISSIONNO.: CC093665
MY COMMISSION EXPIRES:

Notary Public, State of Florida
My Commission Expires April 23, 1995
Bonded Three Thousand - Insurance Inc.

STATE OF FLORIDA

COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this 1/3/95
~~day of October, 1994~~, by Ken Foster as Chair of the
Board of County Commissioners of Palm Beach, Florida, a political
subdivision of the State of Florida, on behalf of the subdivision.
He/She is either personally known by me or has produced
as identification.



NOTARY PUBLIC STATE OF FLORIDA
PRINTNAME: DIANA LYN RASPER
COMMISSIONNO.: CC310768
MY COMMISSION EXPIRES: 9/30/97

TPA2-228792

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R94 1630D

EXHIBIT "A"

All of CONGRESS PARK, less Tract B, according to the plat thereof, recorded in Plat Book 73, Page 142, Public Records of Palm Beach County, Florida.

TPA2-231309

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R94 1811D LOAN AGREEMENT

10th DEC 20 1994

THIS AGREEMENT, dated as of this 10th day of ~~NOVEMBER~~ 1994, by and between Palm Beach County, a political subdivision of the State of Florida, (hereinafter referred to as the "County" and the "Lender") and Congress Park Limited Partnership, a Texas limited partnership, d/b/a/ Congress Park CP Limited Partnership, whose Federal I.D. number is 75-2511473, (the "Borrower").

1. RECITALS.

(a) Borrower is the owner of an approximately 18 acre tract of certain real property fronting on 6th Avenue South in the City of Lake Worth, Palm Beach County, Florida, as more particularly described in Exhibit "A" attached hereto (the "Premises").

(b) Borrower has received from First Housing Development Corporation, a Florida Corporation, a first mortgage loan in the amount of \$8,952,188.00, to be used to finance a portion of the construction of the Improvements upon the land, secured by a separate mortgage, encumbering the Premises (the "First Mortgage").

(c) Borrower previously received a loan from the County in the principle amount of \$288,000.00 to finance the purchase of the Premises. Borrower intends to construct an apartment complex with a total of 288 units, including 96 units designed to meet handicapped accessibility standards, and related facilities, as affordable housing, on the Premises (the "Improvements"). Said loan is secured by a second mortgage (the "Second Mortgage").

(d) Borrower has applied to the County for an additional loan in the principal amount of \$64,500.00 (the "Loan") to be used by Borrower to pay impact fees related to the Improvements on the Premises.

(e) Borrower and the County have negotiated the terms and conditions of, and wish to enter into, this Agreement in order to set forth the terms and conditions for the disbursement of the Loan.

NOW, THEREFORE, in consideration of the premises, and of the mutual covenants and agreements set forth below the receipt and sufficiency of which is hereby acknowledged, Borrower and the County agree as follows:

2. THE LOAN. The County shall make the Loan to Borrower in an amount not to exceed \$64,500.00 upon the terms and conditions set forth herein, and at the rates and terms set forth in its Note and Mortgage attached hereto as Exhibit "A" and "B" respectively, and Borrower shall take the Loan and expressly agrees to comply with and to perform all of the terms and conditions of this Loan Agreement, the Note, the Mortgage and any other documents evidencing and securing this Loan (collectively hereinafter referred to as the "Loan Documents"). The closing of the Loan including the execution of the Note and Mortgage, shall occur at the offices of the County Attorney or such other mutually agreed upon site no later than May 31, 1995.

3. RIGHT TO AUDIT. The Borrower shall maintain adequate records to justify all charges, expenses and costs incurred for completion of the Improvements for at least three (3) years after completion. The County shall have access to such books, records, and documents as required in this section for the purpose of inspection or audit during normal business hours, at the Borrower's place of business.

4. CONDITIONS PRECEDENT TO CLOSING. The conditions listed below are a condition precedent to the County's acceptance of the Mortgage documents and disbursement of funds and shall be complied with in form and substance satisfactory to the County prior to the

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BOOK 1660 PAGE 107

closing:

(a) Title Insurance:

(i) Within thirty (30) days of the effective date hereof, Borrower shall deliver to County a title commitment issued by a title insurance company qualified to do business in the State of Florida and acceptable to County, agreeing to issue to County upon recordation of the Mortgage a Lenders Title Insurance Policy in the amount of said Mortgage, subject only to the Permitted Exceptions listed on Exhibit "B" attached hereto and made a part hereof. Said commitment shall have attached to it copies of all exceptions referred to in the title commitment. The cost of said title commitment and policy and any premium therefore shall be borne by Borrower.

(ii) County shall have fifteen (15) days after receipt of the title insurance commitment in which to review the same. In the event the title insurance commitment shall show as an exception any matter other than the Permitted Exceptions, County shall notify Borrower of its objections there to and Borrower shall act to remove such exceptions, which exception shall be deemed to constitute title defects. The Borrower shall be entitled to thirty (30) days from the day of notification (with the term of Closing Date if necessary) within which to cure such defects or make arrangements with the title insurer for the removal of any such objections from the commitment. If the defect shall not have been so cured or removed from the commitment by endorsement thereto with the termination of said thirty (30) day period, the County shall have the option of accepting title as it then exists or terminating this Loan Agreement, by giving written notice thereof to Borrower, in which event the parties shall be relieved of all further obligations hereunder.

(iii) The title insurance commitment shall be endorsed at closing to remove any and all requirements of pre-conditions to the issuance of a Lenders Title Insurance Policy, and to delete any exceptions for: (a) any rights or claims or parties in possession not shown by the public records; (b) encroachments, overlaps, boundary line disputes, and any other matters which would be disclosed by an accurate survey and inspection of the Premises; (c) unrecorded easements and claims of liens; (d) taxes for the year of closing and all prior years; (e) matters arising or attaching subsequent to the effective date of the commitment but before the Mortgage becomes recorded in the Public Records.

(b) Note: The Note, in a form acceptable to the County Attorney, shall be duly authorized, executed and delivered to the County;

(c) Mortgage: The Mortgage, in a form acceptable to the County Attorney, shall be duly authorized, executed, acknowledged, delivered to the County, and when recorded, shall be a valid third mortgage lien on the Premises and on all fixtures and personal property owned by Borrower to be used in connection with the Improvements.

(d) Mortgagor's Affidavit: An affidavit of Borrower shall be executed and delivered to the County as required by the Title Insurer as noted in paragraph 4 (a) above, certifying to all such facts as are required to delete the Standard Exceptions from the Lenders Title Insurance Policy and certifying that no liens exist on the Premises for taxes not yet due and payable and that no other parties are entitled to possession except as otherwise provided herein.

(e) Partnership Documents: Borrower shall deliver to the County the following documents:

(i) The Certificate of Limited Partnership of the

R94 1811D

Borrower and all amendments thereof, certified by the appropriate official of the State of Florida, together with a certificate of such official to the effect that such partnership is in good standing therein,

(ii) certified resolutions of the General Partners of Borrower authorizing the execution and delivery of this Agreement, the Mortgage, Note and all other documents necessary or desirable, for the consummation of the transactions contemplated by this Agreement;

(f) Flood Insurance: Borrower shall deliver to the County evidence satisfactory to the County either that the Premises are not within a hazardous flood area as designated by the Department of Housing and Urban Development and any other governmental authority, or if the Premises are within such a hazardous area, that the Premises are covered by flood insurance supplied by the Federal Insurance Administration to the maximum amount available, all as provided in the Flood Disaster Protection Act of 1973, as amended, together with appropriate endorsements thereto providing for the County's interests in the same manner as the Builder's Risk Insurance, including without limitation that such insurance will not be canceled without 30 days notice to the County. Borrower agrees that the County shall have the right to take any action necessary to continue said insurance in full force and effect including, but not limited to, paying premiums. Any funds disbursed to continue said policies in full force and effect shall be considered as Disbursements hereunder and shall bear interest from the date of disbursement at the same rate as other Disbursements and payment of said funds and interest shall be secured by the Mortgage. Satisfactory evidence of flood area designation shall be a certification from the Surveyor appearing on the survey drawing;

(g) Opinion of Borrower's Counsel: Borrower shall deliver to the County an opinion of counsel for Borrower and addressed to the County, such counsel to be reasonably satisfactory to the County, to the effect that:

(i) This Loan Agreement and all Loan Documents and any other documents required to be delivered hereunder have been duly authorized, executed and delivered and are valid, binding and enforceable in accordance with their terms.

(ii) that Borrower is a Texas limited partnership in good standing under the laws of the State of Florida and has all the necessary power and authority to undertake its obligations hereunder,

(iii) that Borrower is in compliance with all laws, regulations, ordinances and orders of all governmental authorities, including, but not limited to, if applicable, the Interstate Land Sales Full Disclosure Act, all applicable federal and state securities laws, and all laws of the State of Florida, applicable to the type of development contemplated hereunder,

(iv) that the proposed construction of the Improvements and proposed use of the Premises comply with all applicable zoning and building laws and regulations, and all other applicable federal, state and local laws, ordinance and regulations, and that all permits and approvals required by all governmental agencies regulating air and water pollution have been obtained, and Florida Statute Chapter 380 pertaining to Development of Regional Impact (including the Aggregation Rule) as it relates to the Premises is not applicable,

(v) that there is no charter or bylaw of Borrower and no provision of any existing mortgage, indenture, contract or agreement known to such counsel binding on Borrower or affecting its property which could conflict with or in any way prevent the

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execution, delivery and carrying out of the terms of this Agreement,

(vi) that to counsel's knowledge there are no proceedings pending or threatened before any court or administrative agency which will materially adversely affect the financial condition or operation of Borrower or the Premises, including but not limited to bankruptcy, reorganization or insolvency proceeding or any other debtor-creditor proceedings under the Bankruptcy Code or any similar statute, nor to counsel's knowledge are there any finance circumstances within counsel's knowledge which could lead to such proceedings,

(vii) that the lien of the Mortgage is a valid third lien on the Premises and the security interest described in the mortgage are good and valid security interests.

(viii) such other matters as the County may reasonably require.

(h) Expenses: Borrower shall have paid all those fees and charges due and payable or ordered paid by the County as provided herein under Paragraph 6 of this Loan Agreement entitled Expenses;

(i) Other Documents: Borrower shall deliver to the County such other documents and information as the County may reasonably require; and

(j) Representations and Warranties: The representations and warranties of Borrower as set forth in this Agreement and the Loan Documents are true and correct.

5. DISBURSEMENT OF LOAN FUNDS: Disbursement of Loan Funds shall be made by the County upon receipt of documentation evidencing governmental fees owing to Palm Beach County for the permitting and construction of the subject project. In such instances, the County will make an internal transfer of the amount of said fee to the appropriate County fund. Upon receipt of documentation evidencing payment of governmental fees by Borrower to any other governmental entity, the County shall reimburse Borrower the amount of such fees. In no event shall the County make payments or internal transfers in excess of \$64,500 for governmental fees incurred in the permitting and construction of the project nor will payment be made hereunder for any other purpose or purposes.

6. EXPENSES: Borrower shall pay fees and charges incurred in the procuring and making of this Loan, if applicable, and other expenses incurred by the County during the term of the Loan, including the Title Insurance Company's fees and premiums, charges for examination of title to the Premises, expenses of surveys, Florida Documentary Stamp Taxes, recording expenses, any and all insurance premiums, taxes, assessments, water rates, sewer rates and other charges, liens and encumbrances upon the Premises, and any other amounts necessary for the payment of the costs of Improvements.

7. SPECIAL PROVISIONS: Borrower expressly agrees to the following terms and conditions:

(a) Borrower agrees that the Improvements will consist of a 288 unit apartment complex, and that one hundred (100%) percent of the apartment units to be constructed on the Premises shall be reserved for households who have low or very low income pursuant to U.S. Government HUD guidelines for a period of thirty (30) years. Fifty-eight (58) of such units shall be reserved for very low income persons and two hundred thirty (230) units shall be reserved for low income persons. At least ninety-six (96) units will be designed to meet handicapped accessibility standards.

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(b) The Borrower shall not discriminate on the basis of race, creed, religion, color, sex, marital status, sexual orientation, national origin, age, familial status or handicap in the use, or occupancy of any housing constructed on the premises.

(c) The Mortgage shall not be subject to any prepayment penalty.

(d) The Mortgage shall become immediately due and payable upon sale, transfer, or refinancing.

(e) The Mortgage shall be non-assumable.

(f) Borrower agrees that the project will:

(i) provide landscaping for passive conservation or awnings.

(ii) provide drought tolerant vegetation.

(iii) maximize usable open space by using cluster structures and dual purpose areas.

(iv) provide recreation consistent with the tenant profile.

(v) provide internally connected pedestrian/bike path to link on-site and nearby facilities with residential units.

(vi) provide units with energy efficient heating and cooling; interior blinds, sunscreening or similar treatment; above 8 EER household appliances; and an outdoor living area/patio.

Conditions (a) (b) and (f) above shall, upon closing become covenants running with the land and shall survive the closing, and the payment or other termination of the Mortgage and Note but will be waived in the event of foreclosure or deed-in-lieu of foreclosure to the First Mortgage holder. These conditions and covenants will be recorded in the land records of Palm Beach County, Florida by inclusion in the mortgage and/or by separate document satisfactory to the County's Attorney citing the granting of this loan and mortgage as consideration.

8. REPRESENTATIONS AND WARRANTIES OF BORROWER. Borrower represents and warrants (which representations and warranties shall be deemed continuing) as follows:

(a) Organization Status. Borrower is a Texas limited partnership duly organized and validly existing in good standing under the laws of the State of Florida with full power and authority to consummate the transactions contemplated herein. Borrower is duly authorized to borrow from County the principal sum of \$64,500.00 and execute all for a Loan the documents pertaining thereto.

(b) Financial Statements. The Financial statements of Borrower heretofore reviewed with the County are true and correct in all respects, have been prepared in accordance with generally accepted accounting principles, and fairly present the respective financial conditions of the subjects thereof as of the respective dates thereof, and no material adverse change has occurred in the financial conditions reflected therein since the respective dates thereof and no additional borrowings have been made by Borrower since the date thereof;

(c) Authority to Enter into Loan Documents. The Borrower has full power and authority to enter into the Loan Documents and consummate the transactions contemplated hereby, and the facts and

matters expressed or implied in the opinions of its legal counsel are true and correct;

(d) Validity of Loan Documents. The Loan Documents have been approved by those persons having proper authority, and to the best of Borrower's knowledge are in all respects legal, valid and binding according to their terms;

(e) Conflicting Transactions of Borrower. The consummation of the transaction hereby contemplated and the performance of the obligations of Borrower under and by virtue of the Loan Documents will not result in any breach of, or constitute a default under, any other Agreement to which Borrower is a party or by which it may be bound or affected;

(f) Pending Litigation. There are no actions, suits or proceedings pending before any court or law equity, or any Administrative Board, or, to the knowledge of the Borrower, threaten against or affecting it or the Premises, or, involving the validity or enforceability of the Mortgage, or of any of the Loan Documents.

(g) Availability of Utilities. All utility services necessary for the construction of the Improvements and the operation thereof for their intended purpose are available at the boundaries of the Premises, including water supply, storm and sanitary sewer facilities, and electric and telephone facilities, and Borrower has obtained all necessary permits and permissions required from governmental authorities for unrestricted access to and use of such services in connection with the construction and use of the intended Improvements;

(h) Condition of Premises. The Premises are not now damaged or injured as a result of any fire, explosion, accident, flood or other casualty, and to Borrower's knowledge there are no soil conditions which would interfere with the construction of the Improvements;

(i) Availability of Roads. All roads necessary for the full utilization of the intended Improvements for their intended purposes have either been completed or the necessary rights of way therefor have either been acquired by the appropriate local authorities or have been dedicated to public use and accepted by such local authorities and all necessary steps have been taken by Borrower and such local authorities to assure the complete construction and installation thereof;

(j) No Default. There is no default on the part of the Borrower under this Loan Agreement, the Note or the Mortgage, and no event has occurred and is continuing which with notice, or the passage of time, or either, would constitute a default under any provision thereof; and

(k) Advertising. During the period of the construction of the Improvements, the County shall have the right to install and maintain on the Premises one or more signs identifying the County, or to be identified on such signs installed by others, as one of the institutions financing the Premises. Sign or signs will be provided by the County and erected at Borrower's expense.

(l) Hazardous Waste. Borrower is in compliance with all provisions of the federal Water Pollution Control Act, Comprehensive Environmental Response, Compensation and Liability ("Superfund") Act of 1980 and Solid Waste Disposal Act, Florida Statutes, Chapter 376, and other similar federal, state and local statutory schemes imposing liability on Borrower relating to the generation, storage, impoundment, disposal, discharge, treatment, release, seepage, emission, transportation or destruction of any sewage, garbage, effluent, asbestos or asbestos-containing materials, polychlorinated biphenyls (PCBs), toxic, hazardous or

radioactive materials, petroleum products, pesticides, smoke, dust, or any other form of pollution as such laws are in effect as of the date of this Agreement and with any rules, regulations and order issued by any federal, state or local governmental body; agency or authority thereunder and with any orders or judgments of any courts of competent jurisdiction with respect thereto, and no assessment; notice of (primary or secondary) liability or notice of financial responsibility, or the amount thereof, or to impose civil penalties has been received by the Borrower. Borrower has paid any environmental excise taxes imposed pursuant to Sections 4611, 4661 or 4681 of the Internal Revenue Code of 1986, as from time to time amended.

(m) The Borrower has filed all Federal, State and local tax reports and returns required by any law or regulation to be filed by them, and have either duly paid all taxes, duties and charges indicated due on the basis of such returns and reports, or made adequate provisions for the payment thereof, and the assessment of any material amount of additional taxes in excess of those paid and reported is not reasonably expected.

9. ADDITIONAL COVENANTS OF BORROWER. Borrower covenants and agrees with the County as follows:

(a) Mechanics' Liens. Borrower (i) will allow no work or construction to be commenced on the Premises, or goods specially fabricated for incorporation therein, which has not been fully paid for prior to the recording of the Mortgage and Notice of Commencement or which could constitute a lien on the Premises (ii) will cause a certified copy of the Notice of Commencement to be posted as required by Chapter 713, Florida Statutes, as soon as possible after recording the Notice of Commencement, (iii) shall notify the County of any and all Notices to Borrower as Owner as that term is defined in Chapter 713, Florida Statutes, within five (5) days of receipt thereof, and (iv) will comply with all provisions of the Florida Mechanics' Lien Law, including but not limited to, payment and notice provisions contained therein. Borrower shall indemnify and hold the County harmless from the claims of any mechanics' lien or equitable lien and pay promptly upon demand any loss or losses which the County may incur as a result of the filing of any such lien, including the reasonable cost of defending same and the County's reasonable attorneys' fees in connection therewith.

In addition, Borrower agrees, at its sole cost and expense, to have any mechanics' lien or equitable lien which may be filed against the Premises or undisbursed funds of this Loan released or bonded within thirty (30) days of the date of filing same, time being of the essence. The County shall be under no obligation to make further disbursements while any such lien remains outstanding against the Premises. If Borrower fails, after demand, to cause said lien or liens to be released or bonded as aforesaid the County may take such steps as it deems necessary and any funds expended shall be charged to Borrower's Loan Account and shall bear interest as provided by the Loan Documents.

Borrower hereby authorizes the County to demand, on Borrower's behalf, the statement of account referred to in Section 713.16(2) of the Florida Statutes, of any potential lienor filing a Notice to Owner. It is specifically understood and agreed, however, that the County's right to request such statements of account will in no way impose any obligation on the County to use such authority, and the exercise of such authority on one or more occasion shall not create or imply any obligation on such party to exercise such authority on subsequent occasions.

(b) No Transfer of Premises. Except as specifically set forth in the Mortgage or herein, the Premises or any part thereof shall not be sold, leased, conveyed, mortgaged or encumbered in any way without the prior written consent of the County except as

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provided elsewhere herein or in the Mortgage, it being understood and agreed that part of the consideration for the Loan is the obligation of Borrower.

(c) Compliance with Laws. Borrower will comply promptly with all federal, state and local laws, ordinances and regulations relating to the construction, use, and leasing of the Premises, and will obtain and keep in good standing all necessary licenses, permits and approvals required or desirable for construction and use of the Improvements.

(d) Brokerage Commissions. Borrower will not knowingly engage in any activity or enter into any relationship which will give rise to any loan or brokerage commission with regard to the Loan, and Borrower will indemnify and hold County harmless from the claims of any broker(s) arising by reason of the execution hereof or the consummation of the transactions contemplated hereby.

(e) Financial Statements to be Furnished. Borrower shall furnish to the County:

(i) Upon the County's request, a complete and current financial statement of all assets and liabilities, contingent or otherwise, prepared in accordance with generally accepted accounting principles and verified by affidavit of Borrower and, at the request of the County, certified (in form satisfactory to the County) by an independent certified public accountant acceptable to the County;

(ii) within ninety (90) days after the end of each fiscal year of Borrower, a balance sheet and statements of income, surplus, and cash flow, together with schedules, all compiled and presented by an independent accounting firm in accordance with standard and uniform accounting practices showing the financial condition of Borrower at the close of each year and the results of operations of Borrower during each year;

(iii) with the statements submitted under (ii) above, a certificate signed by the principal financial officer of Borrower to the effect that no Event of Default specified herein, nor any event which upon notice or lapse of time or both, would constitute such an Event of Default, has occurred which has not been cured or otherwise waived in writing by the Lender; and

(iv) promptly, from time to time, such other information regarding the operations, business, affairs and financial condition of Borrower as the County may reasonably request.

(f) Borrower to Maintain Bookkeeping System. Borrower shall, if required by the County, maintain a bookkeeping system to the construction project in form and content sufficient for the County and Inspector to conduct reviews, inspections, certifications and reports required by this Agreement. The County shall have full (but confidential) access, as allowed under the Public Records Law, at any reasonable time to the books, records and contracts pertaining to the Premises and Borrower.

(g) Insurance Proceeds. The Borrower shall keep the Premises continually insured in an amount not less than full insurable value of the Premises, which coverage shall insure the Premises against loss or damage by fire and by the perils covered by extended coverage and against such other hazards as the County, in its sole discretion, shall from time to time require, for the benefit of the County. All such insurance at all times will be in an insurance company or companies in such amounts and with terms acceptable to the County, with loss, if any, payable to the County, as its interest may appear, pursuant to a non-contributory mortgagee clause which shall be satisfactory to the County; and forthwith upon the issuance of such policies they will deliver to the County copies of receipts for the premiums paid thereon and certificates

of insurance and certified copies of such policies. Any policies furnished the County shall become its property in the event the County becomes the owner of the Premises by foreclosure or otherwise. Should a loss be incurred, equal to or in excess of fifty percent (50%) of the full insurable value of the Premises, then in such event, County and Borrower may jointly elect to use the proceeds for the reconstruction and repair of the Premises or, in the alternative, to apply the net proceeds to the payment of the indebtedness hereby secured, whether then due or not.

(h) Indebtedness. With respect to the Premises encumbered by the Borrower of even date herewith, Borrower will not incur, create, assume or permit to exist any indebtedness constituting the deferred purchase price of any property or assets, or any indebtedness or liability evidenced by notes, bonds, debentures or similar obligations without the written approval of the County, except indebtedness owed the County and the aforementioned First Mortgage; provided however, that the First Mortgage shall not exceed the amounts contained in the recitals incorporated in this Loan Agreement.

(i) Further Assurances and Preservation of Security. Borrower will do all acts and execute all documents for the better and more effective carrying out of the intent and purposes of this Loan Agreement, as the County shall reasonably require from time to time, and will do such other acts necessary or desirable to preserve and protect the collateral at any time securing or intending to secure the Note, as the County may reasonably require.

(j) No Assignment. Borrower shall not assign this Loan Agreement or any interest therein and any such assignment is void and of no effect.

10. INSPECTIONS. Borrower will permit County, or its representatives to enter upon the Premises, inspecting improvements and all materials to be used in the construction thereof, and to examine all details, plans and shop drawings which are kept at the construction site, and will cooperate, and cause Borrower's general contractor and subcontractors to cooperate with the County's representative.

11. DEFAULT. The following events shall be deemed Events of Default:

(a) Bankruptcy. If there is filed by or against Borrower a petition in bankruptcy or a petition for the appointment of a receiver or trustee of the property of Borrower and any such petition not filed by Borrower is not dismissed within sixty (60) days of the date of filing, or if Borrower files a petition for reorganization under any of the provisions of the Bankruptcy Code or of any assignment for the benefit of creditors or makes any insolvency assignment or is adjusted insolvent by any court of competent jurisdiction; or

(b) Breach of Covenants, Warranties and Representations. If any warranty or representation made by Borrower in this Loan Agreement or in any other Loan Document shall at any time be false or misleading in any material respect, or if Borrower shall fail to keep, observe or perform any of the terms, covenants, representations or warranties contained in this Loan Agreement, the Note, the Mortgage, the Loan Documents, and any other document given in connection with the Loan or development of the Improvement (provided, that with respect to nonmonetary defaults, the County shall give written notice to Borrower, who shall have fifteen (15) days to cure), or is unwilling to meet its obligations thereunder; or

(c) Material Adverse Change of Borrower. If any material adverse change shall occur in the financial condition of Borrower at any time during the term of the Loan from the financial

condition revealed in statements already presented to and accepted by the County; or

(d) Borrower shall fail to use all funds under this loan agreement for governmental fees by December 31, 1995.

(e) Borrower shall fail to complete construction of the Improvements and secure a Certificate of Occupancy for the Improvements within three (3) years of the closing of this Loan Agreement.

12. REMEDIES OF LENDER. Upon the happening of an Event of Default, then the County may, at its option, upon written notice to Borrower:

(a) Cancel this Loan Agreement;

(b) Commence an appropriate legal or equitable action to enforce performance of this Loan Agreement;

(c) Accelerate the payment of the Note and any other sums secured by the Mortgage, and commence appropriate legal and equitable action to foreclose the Mortgage and collect all such amounts due the County;

(d) Exercise any other rights or remedies the County may have under the Mortgage or other Loan Documents executed in connection with the Loan or which may be available under applicable law.

13. GENERAL TERMS. The following shall be applicable throughout the period of this Agreement or thereafter as provided herein:

(a) Rights of Third Parties. All conditions of the County hereunder are imposed solely and exclusively for the benefit of the County and its successors and assigns, and no other person shall have standing to require satisfaction of such conditions or be entitled to assume that the County will make Disbursements in the absence of strict compliance with any or all thereof, and no other person shall, under any circumstances, be deemed to be a beneficiary of this Loan Agreement or the Loan Documents, any provisions of which may be freely waived in whole or in part by the County at any time if, in its sole discretion, it deems it desirable to do so. In particular, the County makes no representations and assumes no duties or obligations as to third parties concerning the quality of the construction by Borrower of the Improvements or the absence thereof of defects.

(b) Borrower is not the County's Agent. Nothing in this Agreement, the Note, the Mortgage or any other Loan Document shall be construed to make the Borrower the County's agent for any purpose whatsoever, or the Borrower and the County partners, or joint or co-venturers; and the relationship of the parties shall, at all times, be that of debtor and creditor.

(c) The County Not Liable for Damage or Loss. All inspections and other services rendered by or on behalf of the County pursuant to this Loan Agreement shall be rendered solely for the protection and benefit of the County. Neither Borrower nor other third persons shall be entitled to claim any loss or damage against the County or against its agents or employees for failure to properly conduct inspections and other such services contemplated by this Loan Agreement.

(d) The County Not Obligated to Insure Proper Disbursement of Funds to Third Parties. Nothing contained in this Agreement, or any Loan documents, shall impose upon the County any obligation to oversee the proper use or application of any disbursements and disbursements of funds made hereunder.

(e) Indemnification from Third Party Claims. Borrower shall indemnify and hold County harmless from any liability, claims or losses resulting from the disbursement of the Loan proceeds to Borrower or from the condition of the Premises, whether related to the quality of construction or otherwise, and whether arising during or after the term of the Loan. This provision shall survive the repayment of the Loan and shall continue in a full force and effect so long as the possibility of such liability, claims, or losses exists.

(f) Rights of Subcontractors, Laborers and Materialmen. In no event shall this Agreement be construed to make the County, Title Company or agent of the County liable to Borrower's Contractor or any subcontractors, laborers, materialmen, craftsmen, or others for labor, materials, or services delivered to the Premises or goods specially fabricated for incorporation therein, or for debts or liens accruing or arising to such persons or parties against Borrower or Borrower's Contractor. It is distinctly understood and agreed that there is no relation of any type whatsoever, contractual or otherwise, whether express or implied, between the County and Borrower's Contractor, any materialman, subcontractor, craftsman, laborer or any other person or entity supplying any labor, materials or services to the Premises or specially fabricating goods to be incorporated therein. Except as otherwise specifically provided herein, no such person or entities are intended to be third party beneficiaries of this Agreement or any document or instrument related to the Loan or to have any claim or claims in or to any undisbursed or retained Loan proceeds.

(g) Evidence of Satisfaction of Conditions. The County shall, at all time, be free independently to establish to its good faith and satisfaction, and in its absolute discretion, the existence or nonexistence of a fact of facts which are disclosed in documents or other evidence required by the terms of this Agreement.

(h) Headings. The headings of the sections, paragraphs and subdivisions of this Agreement are for the convenience of reference only, and shall not limit or otherwise affect any of the terms hereof.

(i) Invalid Provisions to Affect No Others. If performance of any provision hereof or any transaction related hereto is limited by law, then the obligation to be performed shall be reduced accordingly; and if any clause or provision herein contained operates or would prospectively operate to invalidate this Agreement in part, then the invalid part of said clause or provision only shall be held for naught, as though not contained herein, and the remainder of this Agreement shall remain operative and in full force and effect.

(j) Application of Interest to Reduce Principal Sums Due. In the event that any charge, interest or late charge is above the maximum rate provided by law, then any excess amount over the lawful rate shall be applied by the County to reduce the principal sum of the Loan or any other amounts due the County hereunder.

(k) Governing Law. The laws of the State of Florida shall govern the interpretation and enforcement of this Agreement and the venue shall be in Palm Beach County.

(l) Number and Gender. Whenever the singular or plural number, masculine or feminine or neuter gender is used herein, it shall equally include the others and shall apply jointly and severally.

(m) Agreement. This Loan Agreement constitutes the entire understanding and agreement between the parties with respect to the subject matter hereof and may not be modified or amended, except in

writing and signed by all parties hereto.

(n) Waiver. If the County shall waive any provisions of the Loan Documents, or shall fail to enforce any of the conditions or provisions of this Loan Agreement, such waiver shall not be deemed to be a continuing waiver and shall never be construed as such; and the County shall thereafter have the right to insist upon the enforcement of such conditions or provisions. Furthermore, no provision of this Agreement shall be amended, waived, modified, discharged or terminated, except by instrument in writing signed by the parties hereto.

(o) Notices. All notice from the Borrower to the County and the County to Borrower required or permitted by any provision of this agreement shall be in writing and sent by registered or certified mail and addressed as follows:

TO LENDER: Board of County Commissioners
c/o Palm Beach County Attorney's
Office
Suite 601
301 N. Olive Avenue
West Palm Beach, FL 33401

TO BORROWER: Congress Park Limited Partnership
6400 Congress Ave., 2000
Boca Raton, FL 33487
Attn: Brad Bryant

With a copy to: Jeff Deutch
Broad and Cassel
7777 Glades Road
Boca Raton, FL 33434

Such addresses may be changed by written notice to the other party.

(p) Successors and Assigns. This Agreement shall inure to the benefit of and be binding on the parties hereto and their heirs, legal representatives, successors and assigns; but nothing herein shall authorize the assignment hereof by the Borrower.

(q) Counterparts. This Agreement may be executed in one or more counterparts, all of which shall constitute collectively but one and the same instrument.

(r) Waiver of Jury Trial. BORROWER WAIVES ITS RIGHT TO A TRIAL BY JURY IN ANY ACTION, WHETHER ARISING IN CONTRACT OR TORT, BY STATUTE OR OTHERWISE, IN ANY WAY RELATED TO THIS LOAN OR GRANT. THIS PROVISION IS A MATERIAL INDUCEMENT FOR THE COUNTY'S EXTENDING CREDIT TO BORROWER AND NO WAIVER OF LIMITATION OF THE COUNTY'S RIGHTS UNDER THIS PARAGRAPH SHALL BE EFFECTIVE UNLESS IN WRITING AND MANUALLY SIGNED ON THE COUNTY'S BEHALF.

14. SUBORDINATION. Lender shall approve a First Mortgage provided that it does not exceed \$9,000,000.00 and further agrees to subordinate to such First Mortgage. The Chair of the Board of County Commissioners of Palm Beach County and the Clerk of the Court for Palm Beach County, are hereby authorized to execute a subordination agreement required herein without further approval of the Board of County Commissioners of Palm Beach County, Florida, provided such documents are in a form acceptable to the County Attorney. Because this loan will be subordinate to a First Mortgage, the parties recognize that to the extent that the terms of the First Mortgage and related documents may conflict with the terms of this Loan Agreement and the Mortgage and Security Agreement in favor of the County, than the terms and provisions of the First Mortgage and related loan documents shall supersede and shall be controlling. The Borrower shall not be in default under the Loan Documents if it is in compliance with the similar terms

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and provisions of the First Mortgage and related loan documents. Nothing contained herein shall, however, relieve the Borrower from its obligation to make payments under the Promissory Note in accordance with its terms.

15. **ENFORCEMENT COSTS.** In the event of any action, suit or proceeding as commence with the respect to interpretation or enforcement of this Loan Agreement, the prevailing party therein shall be entitled to recover all costs, expenses and fees, including without limitation, reasonable attorney's fees, expended or incurred by such party in connection therewith, including any such costs, expenses and fees upon appeal and imposed judgement proceedings.

16. **EFFECTIVE DATE OF AGREEMENT.** This Agreement is expressly contingent upon the approval of the Palm Beach County Board of County Commissioners, and shall become effective only when signed by all parties and approved by the Palm Beach County Board of County Commissioners. The Effective Date shall be the date on which this Loan Agreement is executed by the Board of County Commissioners.

IN WITNESS WHEREOF, Borrower and the County have caused this Agreement to be executed on the date first above written.

Signed, sealed and delivered
in the presence of:

CONGRESS PARK LIMITED PARTNERSHIP, a
Texas limited partnership, authorized
to do business as Congress Park CP
Limited Partnership

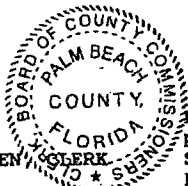
BY: TCR Congress Park Limited
Partnership, a Texas limited
partnership, as general partner

BY: TCR SFA Congress Park,
Inc. a Texas Corporation,
as general partner

BY: Brad Bryant
Brad Bryant, Vice President

ATTEST:

DOROTHY H. WILKEN, CLERK



PALM BEACH COUNTY, FLORIDA, a
political subdivision of the
State of Florida
BY ITS BOARD OF COUNTY COMMISSIONERS

BY: Dorothy H. Wilken
Deputy Clerk

BY: Brad Bryant
Chair

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

BY: James R. Smith
County Attorney

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DEC 20 1994

STATE OF FLORIDA
PALM BEACH COUNTY

The foregoing instrument was acknowledged before me this 9th
day of November, 1994 by Brad D. Bryant, who is

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personally known to me or who has produced _____ as
identification and who did/did not take an oath.

Barbara J. Britton
(Signature of Notary)

Barbara J. Britton
(Typed, Printed, or Stamped
Name of Notary)

My Commission Expires: _____

[G:\gensgov\TKF\CRON-LN2.AGR:]
[bbs: 10/20/94]



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This instrument prepared by
and to be returned to: *W-26*
Tammy K. Fields, Esq. *DAC*
Palm Beach County Attorney's Office
P.O. Box 1989
West Palm Beach, FL 33402

MAR-09-1995 10:57am 95-072619
ORB 8650 Pg 28
64,500.00 Doc 225.75
Con 129.00
Int

MORTGAGE AND SECURITY AGREEMENT

THIS MORTGAGE INDENTURE, executed this 6th day of March, 1995, by CONGRESS PARK LIMITED PARTNERSHIP, a Texas limited partnership d/b/a Congress Park CP Limited Partnership, (the "Mortgagor"), as party of the first part, and PALM BEACH COUNTY, a political subdivision of the State of Florida (the "Mortgagee") (which term as used in every instance shall include the Mortgagee's successors and assigns), as party of the second part;

WITNESSETH:

The Mortgagor is the owner of the premises described in Exhibit "A" attached hereto (hereinafter the "Premises") and made a part hereof. Mortgagee has this date loaned Sixty Four Thousand Five Hundred Dollars (\$64,500.00) to Mortgagor and in connection therewith Mortgagor has this date executed and delivered to Mortgagee its Promissory Note in that amount (the "Note"). A true copy of the Note is annexed hereto as Exhibit "B" and forms a part hereof.

This Mortgage is given in accordance with that certain Loan Agreement executed on the 20th day of December, 1994 between Mortgagor and Mortgagee. This Mortgage and Security Agreement, the Note, and the Loan Agreement shall hereinafter collectively be referred to as the "Loan Documents".

GRANTING CLAUSE

NOW, THEREFORE, the Mortgagor, in consideration of the premises and in order to secure payment of both the principal of, and the interest and any other sums payable on, the Note or this Mortgage, and the performance and observance of all the provisions hereof, and of the loan documents, hereby gives, leases, bargains, sells, warrants, aliens, remises, releases, conveys, assigns, transfers, mortgages, hypothecates, deposits, pledges, sets over and confirms unto the Mortgagee, all of the Mortgagor's estate, right, title and interest in, to and under any and all of the Premises, improvements (including improvements to be made hereafter), fixtures here and below described and located on the Premises which sometimes collectively referred to hereinafter as the "Mortgaged Property".

TOGETHER with all and singular the rights, interests and appurtenances whatsoever, in any way belonging, relating or appertaining to any of the Premises hereinabove mentioned or which hereafter shall in any way belong, relate or be appurtenant thereto, whether now owned or hereafter acquired by the Mortgagor including but not limited to all of Mortgagor's sewer capacity rights, and Mortgagor's rights under contracts, permits, licenses and all other documents and payments affecting the Premises, reserving only the right to the Mortgagor to collect the same so long as the Mortgagor is not in default hereunder and so long as the same are not subjected to garnishment levy, attachment or lien.

TO HAVE AND TO HOLD the Premises and all parts, rights, members and appurtenances thereof, to the use, benefit and behalf of the Mortgagee, its successors and assigns in fee simple forever, and the Mortgagor covenants that the Mortgagor is lawfully seized and possessed of the Premises in fee simple and has good right to convey the same, that the same are unencumbered excepting taxes accruing subsequent to 1994, and those certain exceptions appearing

on the Mortgagee's Title Insurance Policy given in connection herewith and specifically approved by Mortgagee, and that the Mortgagor will warrant and defend the title thereto against the claims of all persons whomsoever, except as hereinafter expressly provided.

PROVIDED ALWAYS that if the Mortgagor shall pay unto the Mortgagee all sums required under the terms of the Note, which Note is in the original principal amount of \$64,500.00 and has a maturity date of April 30, 2011, unless such maturity is accelerated as set forth in the Note, and shall comply with and abide by each and every one of the stipulations, agreements, conditions and covenants of the Loan Documents, then in such event this Mortgage and Security Agreement and the estate hereby created shall cease and be null and void.

The Mortgagor covenants with the Mortgagee as follows:

1.1 Payments of Indebtedness. The Mortgagor shall punctually pay the principal and interest and all other sums to become due in respect to the Note at the time and place and in the manner specified in the Note, according to the true intent and meaning thereof, all and any coin or currency of the United States of America which at the time of such payment shall be legal tender for the payment of public and private debts.

1.2 Taxes, Liens and Other Charges.

(a) The Mortgagor, from time to time when the same shall become due and payable, will pay and discharge all taxes of every kind and nature, all general and special assessments, levies, permits, inspection and license fees, all water and sewer rents and charges and all other public charges, whether of a like or different nature, imposed upon or assessed against the Mortgaged Property or any part thereof or upon the revenues, rents, issues, income and profits of the Mortgaged Property or arising in respect of the occupancy, use or possession thereof. The Mortgagor will, upon the request of the Mortgagee, deliver to the Mortgagee copies of receipts evidencing the payment of all such taxes, assessments, levies, fees, rents and other public charges imposed upon or assessed against the Mortgaged Property or the revenues, rents, issues, income or profits thereof.

(b) The Mortgagor shall pay, from time to time when the same shall become due, all lawful claims and demands of mechanics, materialmen, laborers, and other persons or entities which, if unpaid, might result in or permit the creation of, a lien on Mortgaged Property or any part hereof, or on the revenues, rents, issues, income and profits arising therefrom whether such lien is or may become prior or remain inferior to the Mortgage and also, irrespective of the priority of such other lien(s). Mortgagor in general will do or cause to be done everything necessary so that the lien hereof shall be fully preserved, at the cost of the Mortgagor, without expense to the Mortgagee.

(c) The Mortgagor shall pay any taxes except income taxes imposed on the Mortgagee by reason of the Mortgagee's ownership of the Note or this Mortgage.

1.3 Insurance. The Mortgagor will keep the Mortgaged Property continuously insured in an amount no less than full insurable value which coverage shall insure the Mortgaged Property against loss or damage by fire and by the perils covered by extended coverage and against such other hazards as the Mortgagee, in its sole discretion, shall from time to time require, for the benefit of the Mortgagee. All such insurance at all times will be in an insurance company or companies in such amounts and with terms acceptable to the Mortgagee, with loss, if any, payable to the Mortgagee as its interest may appear, pursuant to a noncontributory mortgage clause which shall be satisfactory to the Mortgagee; and

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forthwith upon the issuance of such policies they will deliver to the Mortgagee copies of receipts for the premiums paid thereon and certificates of insurance and certified copies of such policies. Any policies furnished the Mortgagee shall become its property in the event the Mortgagee becomes the owner of the Premises by foreclosure or otherwise. The Mortgagee is hereby authorized and empowered, at its option, to adjust or compromise any loss under any insurance policies on the Mortgaged Property. Each insurance company is hereby authorized and directed to make payment for all such losses to the Mortgagor and the Mortgagee jointly. Should a loss be incurred, equal to or in excess of fifty percent (50%) of the full insurable value of the Mortgaged Property, then in such event, Mortgagee and Mortgagor may jointly elect to use the proceeds for the reconstruction and repair of the Mortgaged Property or, in the alternative, to apply the net proceeds to the payment of the indebtedness hereby secured, whether then due or not.

1.4 Care of Premises.

(a) The Mortgagor will keep the improvements now or hereafter erected on the Premises in good condition and repair, will not commit or suffer any waste and will not do or suffer to be done anything which will increase the risk of fire or other hazard to the Premises or any part thereof.

(b) If the Premises or any part thereof is damaged by fire or any other cause, the Mortgage will give immediate written notice of the same to the Mortgagee.

(c) The Mortgagee or its representative is hereby authorized to enter upon and inspect the Premises at any time during normal business hours.

(d) The Mortgagor will promptly comply with all present and future laws, ordinances, rules and regulations of any governmental authority affecting the Premises or any part thereof.

(e) If all or any part of the Premises shall be damaged by fire or other casualty, the Mortgagor will, upon request of the Mortgagee, promptly restore the Premises to the equivalent of its condition immediately prior to such damage, and if a part of the Premises shall be damaged through condemnation, the Mortgagor will, upon request of Mortgagee, promptly restore, repair or alter the remaining part of the Premises in a manner satisfactory to the Mortgagee. The Mortgagee recognizes that this mortgage will be subordinate to a First and Second Mortgage, and to the extent this provision conflicts with the similar terms and conditions of the First or Second Mortgage, the First Mortgage then the Second Mortgage shall supersede and shall be controlling. Nothing contained herein shall, however, relieve the Mortgagor from its obligation to make payments under the Promissory Note in accordance with its terms.

1.5 Further Assurances; Modifications. At any time, and from time to time, upon request by the Mortgagee, the Mortgagor will make, execute and deliver or cause to be made, executed and delivered, to the Mortgagee, any and all other further instruments, certificates and other documents as may, in the opinion of the Mortgagee, be necessary or desirable in order to effectuate, complete, or perfect or to continue and preserve (i) the obligations of the Mortgagor under the Note, (ii) the security interest of this Mortgage, and (iii) the mortgage lien hereunder. Upon any failure by the Mortgagor so to do the Mortgagee may make, execute and record any and all such instruments, certificates and documents for and in the name of the Mortgagor and the Mortgagor hereby irrevocably appoints the Mortgagee the agent and the attorney in fact of the Mortgagor so to do.

1.6 Expenses. In addition to the expenses described in

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subparagraph 2.7(b) hereof, the Mortgagor will pay or reimburse the Mortgagee for all reasonable attorney's fees, costs and expenses, including those in connection with appellate proceedings, incurred by the Mortgagee in any proceedings or in any action, legal proceeding or dispute of any kind which relate to or arise from the Mortgage of the interest created herein, or the Premises, including but not limited to the exercise of the power of sale of this Mortgage, any condemnation action involving the Premises or any action to protect the security hereof; and any such amounts paid by the Mortgagee shall be secured by this Mortgage.

1.7 Estoppel Affidavits. The Mortgagor, upon ten days' prior written notice, shall furnish the Mortgagee a written statement, duly acknowledged, setting forth the unpaid principal of, and interest on, the indebtedness secured hereby and whether or not any off-sets or defenses exist against such principal and interest.

1.8 Subrogation. The Mortgagee shall be subrogated to the claims and liens of all parties whose claims or liens are discharged or paid with the proceeds of the indebtedness secured hereby.

1.9 Performance by Mortgagee of Defaults by Mortgagor. If the Mortgagor shall default in the payment of any tax, lien, assessment or charge levied or assessed against the Premises; in the payment of any utility charge, whether public or private; in the payment of any insurance premium; in the procurement of insurance coverage and the delivery of the insurance policies required hereunder; in the performance of any covenant, term or condition of any leases affecting all or any part of the Premises; or in the performance or observance of any covenant, condition or term of this Mortgage; then the Mortgagee, at its option, may perform or observe the same, and all payments made or costs incurred by the Mortgagee in connection therewith, shall be secured hereby and shall be, without demand, immediately repaid by the Mortgagor to the Mortgagee with interest thereon at the maximum rate provided by law. The Mortgagee shall be the sole judge of the legality, validity and priority of any such tax, lien, assessment, charge, claim, premium and obligation, of the necessity for any such actions and of the amount necessary to be paid in satisfaction thereof. The Mortgagee is hereby empowered to enter and to authorize others to enter upon the Premises or any part thereof for the purpose of performing or observing any such defaulted covenant, condition or term, without thereby becoming liable to the Mortgagor or any other person in possession holding under the Mortgagor.

1.10 Condemnation. In the event of a condemnation (which term when used in the Mortgage shall include any damage or taking by any governmental authority and any transfer by private sale in lieu thereof) either temporarily or permanently, of any part of the Premises constituting twenty percent (20%) or more of the full value of the Premises, or in the event such condemnation makes the Premises unusable for the purposes contemplated herein and in the Loan Agreement, then in such event, the entire indebtedness secured hereby shall at the option of the Mortgagee, become immediately due and payable. Such events shall be a Condemnation Event ("Condemnation Event"); however, any condemnation for less than twenty percent (20%) of value or not rendering the Premises unusable, shall not be affected by this section. In the event of a Condemnation Event: The Mortgagee shall be entitled to all compensation, awards, and other payments or relief thereof, and is hereby authorized at its option, to commence, appear in, and prosecute, in its own, or the Mortgagor's name, any action or proceeding relating to any condemnation, any to settle or compromise any claim in connection therewith; and all such compensation, awards, damages, claims, rights of action and proceeds, and the right thereto from any Condemnation Event are hereby assigned by the Mortgagor to the Mortgagee, who, after deducting therefrom, all its expenses, including attorneys fees, may release any monies received by it without further affecting

this Mortgage and may apply the same in such manner as the Mortgagee shall determine, to the reduction of the sum secured hereby, and any balance of such monies then remaining shall be paid to the Mortgagor. The Mortgagor agrees to execute such further assignment of any compensation, awards, damages, claims, rights of action and proceeds from a Condemnation Event as the Mortgagee may require.

1.11 Environmental Representations.

(a) The Mortgagor covenants with the Mortgagee that the Premises have not been used and will not be used in whole or in part for the storage of hazardous waste.

(b) To Mortgagor's knowledge, based on a Phase I environmental audit no violation of any Federal, State or local environmental regulations now exists regarding the Mortgage Property.

(c) Mortgagor shall comply with all Federal, State and local environmental regulations during the construction of the improvements on the Premises.

(d) Mortgagor shall give written notice to Mortgagee immediately upon Mortgagor's acquiring knowledge of the presence of any hazardous substances on the Mortgage Property or of any hazardous substances contamination thereon, or of any notices received by Mortgagor that are violations or potential violations of any environmental regulation laws, ordinances, rules or regulations exists on the Mortgage Property.

ARTICLE II.

2.1 Due on Sale or Further Encumbrance Clause. In determining whether or not to make the loan secured hereby, Mortgagee examined the credit-worthiness of Mortgagor, found it acceptable and continues to rely upon the same as the means of repayment of the loan. Mortgagee also evaluated the background and experience of Mortgagor in owning and operating property such as the Premises, found it acceptable and continues to rely upon same as the means of maintaining the value of the Premises, was ably represented by a licensed attorney at law in the negotiation and documentation of the loan secured hereby and bargained at arm's length and without duress or any kind for all of the terms and conditions of the loan, including this provision. Mortgagor further recognizes that any secondary or junior financing placed upon the Premises (a) may divert funds which would otherwise be used to pay the Note secured hereby; (b) could result in acceleration and foreclosure by any such junior encumbrance which would force Mortgagee to take measures and incur expenses to protect its security; (c) could detract from the value of the Premises should Mortgagee's right to accept a deed in lieu of foreclosure, as a foreclosure by Mortgagee would be necessary to clear the title to the Premises.

In accordance with the foregoing and for the purposes of (i) protecting Mortgagee's security both of repayment by Mortgagor and of value of the Premises; (ii) giving Mortgagee the full benefit of its bargain and contract with Mortgagor; (iii) allowing Mortgagee to raise the interest rate and/or collect assumption fees; and (iv) keeping the Premises free of subordinate financing liens, Mortgagor agrees that if this paragraph be deemed a restraint on alienation, that it is a reasonable one and that any sale, conveyance, assignment, further encumbrance or other transfer of title to the Premises or any interest therein (whether voluntarily or by operation of law) without the Mortgagee's prior written consent, which may be withheld for any reason, shall be an Event of Default hereunder. For the purpose of and without limiting the generality of, the preceding sentence, the occurrence at any time of any of the following events shall be deemed to be an unpermitted transfer

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of title to the Premises and therefore an Event of Default hereunder.

(a) any sale, conveyance, assignment or other transfer of or the grant of a security interest in, all or any part of the title to the premises,

(b) any new or additional liabilities without the prior written consent of Mortgagee,

Any consent by the Mortgagee, or any waiver of an event of default, under this Paragraph shall not constitute a consent to, or waiver of any right, remedy or power of the Mortgagee upon a subsequent event of default under this Paragraph.

2.2 Default. A default shall have occurred hereunder if:

(a) The Mortgagor shall fail to pay in full within fifteen (15) days from the date due and payable any installment of principal, interest, late charges or escrow deposits as required by the Note, this Mortgage and otherwise; or

(b) The Mortgagor shall fail to duly observe on time any other covenant, condition or agreement of this Mortgage the Loan Documents or of any other instrument evidencing, security or executed in connection with the indebtedness secured hereby, and such failure continues for a period of fifteen (15) days following written notice by the Mortgagee; or

(c) Any warranties or representations made or agreed to be made in any of the Loan Documents shall be breached by the Mortgagor or shall prove to be false or misleading and such breach is not cured within 15 days following notice from Mortgagee; or

(d) Any lien for labor or material or otherwise shall be filed against the Premises, and such lien is not canceled, removed or transferred within thirty (30) days; or

(e) A levy shall be made under any process on, or a receiver be appointed for, the Premises or any other property of the Mortgagor; or

(f) The Mortgagor shall file a voluntary petition in bankruptcy, or any other petition or answer seeking or acquiescing in any reorganization, arrangement, composition, readjustment, liquidation or similar relief for the Mortgagor under any present or future federal, state or other statute, law or regulation relating to bankruptcy, insolvency or other relief for debtor; or

(g) The Mortgagor shall seek or consent to or acquiesce in the appointment of any trustee, receiver or liquidator of the Mortgagor or of all or any part of the Premises or of any or all of the rents, revenues, issues, earnings, profits or income thereof; or

(h) The Mortgagor shall make any general assignment for the benefit of creditors; or

(i) In any legal proceeding the Mortgagor shall be alleged to be insolvent or unable to pay the Mortgagor's debts as they become due and is not dismissed within sixty (60) days of Filing

(j) The Mortgagor shall do, or shall omit to do, any act, or any event shall occur, as a result of which any obligation of the Mortgagor, not arising hereunder, may be declared immediately due and payable by the holder thereof; or

(k) A breach by Mortgagor of any covenant, representation, or warranty set forth in the Loan Agreement and the expiration of any applicable grace period, or an Event of Default

occurs under the terms of the Loan Agreement or any of the other Loan Documents pertaining to the Note and Mortgage; or

(l) One Hundred Percent (100%) of the Mortgaged Property shall cease to be reserved for households who have low or very low income pursuant to U.S. Government HUD guidelines for a period of thirty (30) years from the date hereof.

(m) If the Mortgagee shall reasonably believe that any one or more of the defaults enumerated in paragraphs (a) through (l) may occur, then the Mortgagee shall notify the Mortgagor of the specific facts which create the reasonable basis for its belief and shall request the Mortgagor to provide satisfactory evidence to the Mortgagee that such default is not likely to occur or that the Mortgagor has taken appropriate steps to cure the default if it should occur.

2.3 Special Conditions.

(a) Upon sale, transfer, or refinancing of the Premises, all available proceeds of the sale shall be applied to pay the following items in order of priority:

- (1) Expenses of the sale;
- (2) First Mortgage debt in full, including Fees;
- (3) Second Mortgage debt in full, including Fees;
- (4) All accrued but unpaid interest on the Note;

(b) All of the principal and interest of the indebtedness secured hereby shall be due and payable upon sale, transfer, or refinancing.

(c) The indebtedness secured hereby shall be serviced by the Mortgagee or by a lending institution selected by Mortgagee.

(d) The discrimination provision of §420.516, Florida Statutes, shall apply to the loan secured hereby.

A violation of any of the above stated Special Conditions by Mortgagor shall constitute a default hereunder.

2.4 Acceleration of Maturity. If a default shall have occurred hereunder, then the whole unpaid principal sum of the indebtedness secured hereby with interest accrued thereon shall, at the option of the Mortgagee, become due and payable without notice or demand, time being of the essence of this Mortgage and of the Note secured hereby; and no omission on the part of the Mortgagee to exercise such option when entitled so to do shall be considered as a waiver of such right.

2.5 Right of Lender to Enter and Take Possession.

(a) If any default shall have occurred and be continuing, the Mortgagor, upon demand of the Mortgagee, shall forthwith surrender to the Mortgagee the actual possession of the Premises and if, and to the extent permitted by law, the Mortgagee may enter and take possession of the Premises and may exclude the Mortgagor and the Mortgagor's agents and employees wholly therefrom. In the event Mortgagee exercises its rights pursuant to this subparagraph (a), the Mortgagee shall be deemed to be acting as agent of Mortgagor and not as owner of the Premises.

(b) For the purpose of carrying out the provisions of this paragraph 2.6, the Mortgagor hereby constitutes and appoints the Mortgagee the true and lawful attorney in fact of the Mortgagor to do and perform, from time to time, any and all actions necessary and incidental to such purpose and does, by these

presents, ratify and confirm any and all actions of said attorney in fact in the Premises.

(c) Whenever all such defaults have been cured and satisfied, the Mortgagee shall surrender possession of the Premises to the Mortgagor, provided that the right of the Mortgagee to take possession, from time to time, pursuant to subparagraph 2.6(a) shall exist if any subsequent default shall occur and be continuing.

2.6 Appointment of a Receiver and Foreclosure.

(a) If a default shall have occurred hereunder, then the whole debt secured by this Mortgage, with all interest thereon, and all other amounts hereby secured shall, at the option of Mortgagee, become immediately due and payable, and may forthwith or at any time thereafter be collected by suit at law, foreclosure or other proceeding upon this Mortgage or by any other proper, real or equitable procedure without declaration of such option and without notice.

(b) In any suit to foreclose the lien hereof, there shall be allowed and included as additional indebtedness in the decree for sale all expenditures and expenses which may be paid or incurred by or on behalf of the Mortgagee for attorneys' fees, appraisers' fees, outlays for documentary and expert evidence, stenographers' charges, publication cost and costs (which may be estimated as to items to be expended after entry of the decree) of procuring all such abstract of title, title searches and examinations, title insurance policies, and similar data and assurances with respect to title as Mortgagee may deem to be reasonably necessary either to prosecute such suit or to evidence to bidders at any sale which may be had pursuant to such decree the true condition of the title to or the value of the Premises. All expenditures and expenses of the nature in this paragraph mentioned shall become so much additional debt secured hereby and shall be immediately due and payable with interest thereon at the maximum rate provided by law, when paid or incurred by Mortgagee in connection with (i) any proceeding, including foreclosure, probate and bankruptcy proceedings, to which it shall be a party, either as plaintiff, claimant, or defendant, by reason of this Mortgage, or any indebtedness hereby secured, (ii) preparations for the commencement of any suit for the foreclosure hereof after accrual of such right to foreclose whether or not actually commenced, or (iii) preparations for the defense of any threatened suit or proceeding which might affect the Premises or the security hereof, whether or not actually commenced.

(c) Upon, or at any time after, the filing of a complaint to foreclose this Mortgage, the court in which such complaint is filed may appoint a receiver of the Premises. Such appointment may be made either before or after sale, without notice, without regard to the solvency or insolvency of Mortgagor at the time of application for such receiver and without regard to the then value of the Premises. Such receiver shall have power to collect the rents, issues and profits of the Premises during the pendency of such foreclosure suit, and in case of a sale and a deficiency, during the full statutory period of redemption, if any, whether there be redemption or not, as well as during any further times when Mortgagor except for the intervention of such receiver, would be entitled to collect such rents, issues and profits, and all other powers which may be necessary or are usual in such cases for the protection, possession, control, management and operation of the Premises during the whole of said period.

(d) Mortgagor shall deliver to Mortgagee at any time on its request, all agreements for deed, contracts, leases, abstracts, title insurance policies, muniments of title, surveys and other papers relating to the Premises, and in case of foreclosure thereof and failure to redeem, the same shall be delivered to and become the property of the person obtaining a deed to the Premises by

reason of such foreclosure.

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2.7 Discontinuance of Proceedings and Restoration of the Parties. In case the Mortgagee shall have proceeded to enforce any right or remedy under this Mortgage by receiver, entry or otherwise, and such proceedings shall have been discontinued or abandoned for any reason or shall have been determined adverse to the Mortgagee, then in every such case the Mortgagor and the Mortgagee shall be restored to their former positions and rights hereunder, and all rights, powers and remedies of the Mortgagee shall continue as if no such proceeding had been taken.

2.8 Remedies Cumulative. No right, power or remedy conferred upon or reserved by the Mortgagee by this Mortgagee is intended to be exclusive of any other right, power or remedy, but each and every such right, power and remedy shall be cumulative and concurrent and shall be in addition to any other right, power and remedy given hereunder or now or hereafter existing at law or in equity or by statute.

2.9 Stamp and Excise Tax. If any documentary additional stamp or excise tax shall become applicable with respect to this Mortgage, the Note, any loan or credit extended hereunder, or any security agreement, guaranty, the loan agreement or other document, the Mortgagor shall promptly pay such tax in full (including interest and penalties, if any) and shall hold the Mortgagee harmless with respect thereto. The Mortgagor's liability under this paragraph 2.10 will survive the repayment of indebtedness under the Note.

ARTICLE III.

3.1 Successors and Assigns Included in Parties. Whenever in this Mortgage one of the parties hereto is named or referred to, the heirs, legal representatives, successors and assigns of such parties shall be included and all covenants and agreements contained in this indenture by or on behalf of the Mortgagor and by or on behalf of the Mortgagee shall bind and inure to the benefit of their respective heirs, legal representatives, successors and assigns, whether so expressed or not. Provided, however, that the Mortgagor shall have no right to assign its obligations hereunder without the prior written consent of the Mortgagee, which shall not be unreasonably withheld.

3.2 Headings. The headings of the sections, paragraphs and subdivisions of this Mortgage are for the convenience of reference only and shall not limit or otherwise affect any of the terms hereof.

3.3 Invalid Provisions to Affect No Others. If fulfillment of any provision hereof or any transaction related hereto or to the Note, at the time performance of such provisions shall be due, shall involve transcending the limit of validity prescribed by law, then ipso facto, the obligation to be fulfilled shall be reduced to the limit of such validity; and if any clause or provision herein contained operates or would prospectively operate to invalidate this Mortgage in whole or in part, then such clause or provision only shall be held for naught, as though not herein contained, and the remainder of this Mortgage shall remain operative and in full force and effect. Notwithstanding any provision contained herein, the total liability of Mortgagor for payment of interest, including service charges, penalties or any other fees shall not exceed the maximum amount of such interest permitted by applicable law to be charged, and if any payments by Mortgagor include interest in excess to the reduction of the unpaid principal amount due and pursuant hereto.

3.4 Number and Gender. Whenever the singular or plural number, masculine or feminine or neuter gender is used herein, it shall equally include the other.

ARTICLE IV.

4.1 Notice. Any notice or other communication required or permitted to be given hereunder shall be sufficient if in writing and delivered in person or sent by United States Certified Mail, postage prepaid, to the parties being given such notice at the following addresses:

Mortgagor: Congress Park Limited Partnership
6400 Congress Ave., 2000
Boca Raton, FL 33487
Attn: William C. MacDonald

With a copy to: Jeff Deutch
Broad and Cassel
7777 Glades Road
Boca Raton, FL 33434

Mortgagee: Palm Beach County
c/o County Attorney's Office
301 North Olive Avenue, Suite 601
West Palm Beach, FL 33401

Any party may change said address by giving the other parties hereto notice of such change of address. Notice given as hereinabove provided shall be deemed given on the date of its deposit in the United States Mail and, unless sooner received, shall be deemed received by the party to whom it is addressed on the third calendar day following the date on which said notice is deposited in the mail, or if a courier system is used, on the date of delivery of the notice.

ARTICLE V.

5.1 Future Advances. It is agreed that this Mortgage shall also secure such future or additional advances as may be made by the Mortgage at its option to the Mortgagor, or its successor in title, for any purpose, provided that all those advances are to be made within three (3) years from the date of this Mortgage, or within such lesser period of time as may be provided hereafter by law as a prerequisite for the sufficiency of actual notice or records notice of the optional future or additional advances as against the rights of creditors or subsequent purchasers for valuable consideration. The total amount of indebtedness secured by this Mortgage may decrease or increase from time to time, but the total unpaid balance so secured at any one time shall not exceed twice the principal amount of the Note, plus interest, and any disbursements made for the payment of taxes, levies or insurance on the Premises with interest on those disbursements. If, pursuant to Florida Statutes Section 697.04, Mortgagor files a notice specifying the dollar limit beyond which future advances made pursuant to this Mortgage will not be secured by this Mortgage, then Mortgagor shall, within one (1) year of day of filing such notice, notify Mortgagee and its counsel by certified mail pursuant to Section 4.1 of this Mortgage. In addition, such a filing shall constitute a default hereunder.

5.2 Lien Priority. The lien priority of this Mortgage shall not be affected by any changes in the Note including, but not limited to, an increase in the interest rate charged pursuant to the Note. Any parties acquiring an interest in the Premises subsequent to the date of this Mortgage is recorded shall acquire such interest in the Premises with notice that Mortgagee may increase the interest rate charged pursuant to the Note or otherwise modify the Note and the Note, as modified, and the Mortgage shall remain superior to the interest of any Party in the Premises acquired subsequent to the date of this Mortgage is recorded, other than the First and Second Mortgage.

5.3 Security Agreement. This instrument also creates a security interest in any and all equipment and furnishings as are considered or determined to be personal property or fixtures, together with all replacements, substitutions, additions, products and proceeds thereof, in favor of the Mortgagee under the Florida Uniform Commercial Code to secure payment of principal, interest and other amounts due Mortgagee now or hereafter secured hereby, and Mortgagee shall also have all the rights and remedies of a secured part under the Florida Uniform Commercial Code shall be cumulative and in addition to all other rights and remedies of Mortgagee arising under the common law or any other laws of the State of Florida or any other jurisdiction.

5.4 Choice of Law. This Mortgage is to be construed in all respects and enforced according to the laws of the State of Florida and you shall be in Palm Beach County.

5.5 Binding Effect. This Mortgage shall be binding upon and insure to the benefit of the Mortgagor and Mortgagee hereto, and their respective heirs, successors and assigns.

IN WITNESS WHEREOF, the Mortgagor has executed and sealed this Mortgage, the day and year first above written.

Witnesses:

CONGRESS PARK LIMITED PARTNERSHIP, a Texas limited partnership, authorized to do business as Congress Park CP Limited Partnership

BY: TCR Congress Park Limited Partnership, a Texas limited partnership, as general partner

BY: TCR SFA Congress Park, Inc. a Texas Corporation, as general partner

BY: William C. MacDonald
William C. MacDonald
Vice President

STATE OF FLORIDA
PALM BEACH COUNTY

The foregoing instrument was acknowledged before me this 6th day of March, 1995 by William C. MacDonald, Vice President of TCR SFA CONGRESS PARK, INC. as general partner of TCR CONGRESS LIMITED PARTNERSHIP, as general partner of CONGRESS PARK LIMITED PARTNERSHIP, who is personally know to me or who has produced N/A as identification and who did/did not take an oath.

Bonnie Spiceland
(Signature of Notary)

Bonnie Spiceland
(Typed, Printed, or Stamped
Name of Notary)
My Commission Expires

[G:\eng\lrf\crow-MS2.AGR]
[bbs: 3/6/95]



EXHIBIT "A"

LEGAL DESCRIPTION

All of CONGRESS PARK, less Tract B, according to the plat thereof, recorded in Plat Book 73, Page 142, Public Records of Palm Beach County, Florida.

PROMISSORY NOTE

\$64,500.00

West Palm Beach, Florida
March 6, 1995

FOR VALUE RECEIVED the undersigned CONGRESS PARK LIMITED PARTNERSHIP, a Texas limited partnership d/b/a Congress Park CP Limited Partnership ("Maker"), promises to pay to the order of PALM BEACH COUNTY, a political subdivision of the State of Florida, together with any other holder hereof ("Holder"), at 301 North Olive Avenue, West Palm Beach, Florida 33401, or such other place as Holder may from time to time designate in writing, the principal sum of SIXTY-FOUR THOUSAND FIVE HUNDRED (\$64,500.00) DOLLARS plus accrued interest, to be paid in lawful money of the United States of America, as follows:

- 1) This Note shall bear interest computed at the stated rate of three (3%) percent per annum on the outstanding principal balance from time to time remaining unpaid from the date of each disbursement.
- 2) Repayment hereunder shall occur as follows:
 - (a) From the date hereof until December 31, 1999 no payments will be required and interest will accrue and be payable at the maturity date.
 - (b) Repayment thereafter shall be limited to the actual cash flow of the Project which shall be determined annually on a calendar year basis, commencing with the year 1999, and certified by an independent Certified Public Accountant acceptable to the County, prior to the annual payment due date. The first annual payment due date hereunder shall be on April 30, 2000, with respect to all payments due under subparagraph 4) below for the preceding calendar year. Subsequent annual payments shall be due on the 30th day of April for each preceding calendar year thereafter through April 30, 2011 (Maturity Date), at which time all outstanding principal indebtedness together with all accrued and unpaid interest thereon shall be due and payable, unless acceleration is made by Holder pursuant to the provisions hereof.
- 3) Maker agrees to provide annually to Holder a certification of Project income and expenses, and certified by an independent Certified Public Accountant acceptable to the County, which shall be used by Holder to determine payments due hereunder. Said certification shall be provided prior to each annual due date commencing in the year 2000.
- 4) Commencing with the year 1999, payments from Project income as determined by Holder shall be applied to pay the following items in order of priority:
 - a) Base interest payment on principal balance equal to three percent (3%) per annum; and
 - b) Any such base payment of interest hereunder deferred from previous years commencing with the year 1999.

EXHIBIT "B"

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- 5) Any payments of current or deferred base interest due annually hereunder shall be deferred until the next annual due date to the extent that Project income is insufficient to make said payments pursuant to the payment priority schedule in paragraph (2) above and as determined by Maker.
- 6) This Note may be prepaid in whole or in part at any time, without penalty or premium. Any prepayment hereunder shall be applied first to unpaid costs of collection, servicing fees, and late charges, if any, then to accrued, deferred and unpaid interest and the balance, if any, to the principal balance.
- 7) After maturity or acceleration, this Note shall bear interest at the Default Interest Rate until paid in full.
- 8) All terms hereunder shall be as construed and defined in Chapter 91-28, Florida Administrative Code.

PALM BEACH COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA IS EXEMPT FROM PAYMENT OF EXCISE TAX ON DOCUMENTS. STAMPS HAVE BEEN AFFIXED TO THE MORTGAGE AND CANCELED AS REQUIRED BY LAW.

This Note is executed pursuant to the terms and conditions of that certain Loan Agreement dated December 20, 1994 between Maker, as Borrower, and Holder, as Lender, is secured by a Mortgage and Security Agreement (the "Mortgage") encumbering certain real property located in Palm Beach County, Florida (the "Premises"), all of even date herewith. The foregoing and all other agreements, instruments and documents delivered in connection therewith and herewith are collectively referred to as the "Loan Documents."

This Note has been executed and delivered in, and is to be governed by and construed under the laws of, the State of Florida, as amended, except as modified by the laws and regulations of the United States of America.

Nothing herein contained, nor any transaction related thereto, shall be construed or so operate as to require the Maker to pay interest at a greater rate than is now lawful in such case to contract for, or to make any payment, or to do any act contrary to ethical law. Should any interest or other charges paid by the Maker, or parties liable for the payment of this Note, in connection with the Loan Documents result in the computation or earning of interest in excess of the maximum rate of interest that is legally permitted under applicable law, any and all such excess shall be and the same is hereby waived by the Holder, and any and all such excess shall be automatically credited against and in reduction of the balance due under this indebtedness, and a portion of said excess which exceeds the balance due under this indebtedness shall be paid by the Holder to the Maker.

Holder shall have the right to declare the total unpaid balance hereof to be immediately due and payable in advance of the Maturity Date upon the failure of Maker to pay when due any payment of principal or interest or other amount due hereunder; or upon the occurrence of an Event of Default pursuant to any other Loan Documents now or hereafter evidencing, securing or guarantying payment of this Note. Exercise of this right shall be without notice to Maker or to any other person liable for payment hereof, notice of such exercise being hereby expressly waived.

Any payment hereunder not paid when due (at maturity, upon acceleration or otherwise) shall bear interest at the highest rate allowed by applicable law from the due date until paid.

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Provided Holder has not accelerated this Note, Maker shall pay holder a late charge of five percent (5%) of any required payment which is not received by Holder when said payment is due pursuant to the Mortgage. The parties agree that said charge is a fair and reasonable charge for the late payment and shall not be deemed a penalty.

Time is of the essence hereunder. In the event that this Note is collected by law or through attorneys at law, or under advice therefrom, Maker agrees, to pay all costs of collection including reasonable attorneys' fees, whether or not suit is brought, and whether incurred in connection with collection, trial, appeal, bankruptcy or other creditors proceedings or otherwise.

Acceptance of partial payments or payments marked "payment in full" or "in satisfaction" or words to similar effect shall not affect the duty of Maker to pay all obligations due hereunder, and shall not affect the right of Holder to pursue all remedies available to it under any Loan Documents.

The remedies of Holder shall be cumulative and concurrent, and may be pursued singularly, successively or together, at the sole discretion of Holder, including specifically any failure to exercise or forbearance in the exercise of any remedy, shall be deemed to be a waiver or release of the same; such waiver or release to be effected only through a written document executed by Holder and then only to the extent specifically recited therein. A waiver or release with reference to any one event shall not be construed as continuing or as constituting a case of dealing, nor shall it be construed as a bar to, or as a waiver or release of, any subsequent remedy as to a subsequent event.

Any notice to be given or to be served upon any party hereto in connection with this Note, whether required or otherwise, may be given in any manner permitted under the Loan Documents.

The term "other person liable for payment hereof" shall include any endorser, guarantor, surety or other person now or hereafter primarily or secondarily liable for the payment of this Note, whether by signing this or another loan document.

Whenever the context so requires, the neuter gender includes the feminine and/or masculine, as the case may be, and the singular number includes the plural, and the plural number includes the singular.

Maker and any other person liable for the payment hereof respectively, hereby (a) expressly waive any valuation and appraisal, presentment, demand for payment, notice of dishonor, protest, notice of nonpayment or protest, all other forms of notice whatsoever, and diligence in collection; (b) consent that Holder may, from time to time and without notice to any of them or demand, (i) extend, rearrange, renew or postpone any or all payments, (ii) release, exchange, add to or substitute all or any part of the collateral for this Note, and/or (iii) release Maker (or any co-maker) or any other person liable for payment hereof, without in any way modifying, altering, releasing, affecting or limiting their respective liability or the lien of any security instrument; and (c) agree that Holder, in order to enforce payment of this Note against any of them, shall not be required first to institute any suit or to exhaust any of its remedies against Maker (or any co-maker) or against any other person liable for payment hereof or to attempt to realize on any collateral for this Note.

The indebtedness evidenced by this Note is and shall be subordinate in right of payment to the prior payment in full of the indebtedness evidenced by a Multifamily Note dated October 27, 1994, in the original principal amount of \$8,951,904.00, issued by and payable to First Housing Development Corporation, a Florida Corporation, ("Senior Lender"), or order, to the extent and in the

manner provided in that certain Subordination Agreement dated November 15, 1994, between the Maker and Holder of this Note and Senior Lender (the "Subordination Agreement"). The Mortgage securing this Note is, and shall be subject and subordinate in all respects to the liens, terms, covenants and conditions of the Multifamily Mortgage securing the Multifamily Note as more fully set forth in the Subordination Agreement. The rights and remedies of the payee and each subsequent holder of this Note under the Mortgage securing this Note are subject to the restrictions and limitations set forth in the Subordination Agreement. Each subsequent holder of this Note shall be deemed, by virtue of such holder's acquisition of the Note, to have agreed to perform and observe all of the terms, covenants and conditions to be performed or observed by the Subordinate Lender under the Subordination Agreement.

The indebtedness evidenced by this Note also is and shall be subordinate in right of payment to the prior payment in full of the indebtedness evidenced by a Promissory Note dated December 15, 1994, in the original principal amount of \$288,000.00, issued by and payable to Palm Beach County or order. The Mortgage securing this Note is and shall be subject and subordinate in all respects to the liens, terms, covenants and conditions of the Mortgage and Security Agreement executed in favor of Palm Beach County.

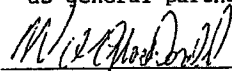
MAKER WAIVES ITS RIGHT TO A TRIAL BY JURY IF ANY ACTION, WHETHER ARISING IN CONTRACT OR TORT, BY STATUTE OR OTHERWISE, IN ANY WAY RELATED TO THIS NOTE. THIS PROVISION IS A MATERIAL INDUCEMENT FOR HOLDER'S EXTENDING CREDIT TO MAKER AND NO WAIVER OR LIMITATION OF HOLDER'S RIGHTS UNDER THIS PARAGRAPH SHALL BE EFFECTIVE UNLESS IN WRITING AND MANUALLY SIGNED ON HOLDER'S BEHALF.

IN WITNESS WHEREOF, Maker has executed this Note on the day and year first above written.

CONGRESS PARK LIMITED PARTNERSHIP, a
Texas limited partnership, authorized
to do business as Congress Park CP
Limited Partnership

BY: TCR Congress Park Limited
Partnership, a Texas limited
partnership, as general partner

BY: TCR SFA Congress Park,
Inc. a Texas Corporation,
as general partner

BY: 
William C. MacDonald
Vice President

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(chs: 3/6/95)

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