

Prepared by and return to:  
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Attorney at Law  
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Cape Coral, FL 33904  
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#1

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## MORTGAGE

This Indenture, Made this 25th day of August, 2009 by and between **MARK CRUTCHLEY and DONNA CRUTCHLEY**, Husband and Wife whose address is 2505 NW 20th Avenue, Cape Coral, FL 33993, hereinafter called the Mortgagor, and **CLASSON POOLS, INC.**, a Florida Corporation whose address is 426 SE 18th Street, Cape Coral, FL 33990, hereinafter called the Mortgagee:

The terms "Mortgagor" and "Mortgagee" shall include heirs, personal representatives, successors, legal representatives and assigns, and shall denote the singular and/or the plural, and the masculine and/or the feminine and natural and/or artificial persons, whenever and wherever the context so admits or requires.

Witnesseth, that the said Mortgagor, for and in consideration of the aggregate sum named in the Promissory Note, a copy of which is attached hereto and made a part hereof, the receipt of which is hereby acknowledged, does grant, bargain and sell to the said Mortgagee, his successors and assigns, in fee simple, the following described land, situate, lying and being in Lee County, Florida, to-wit:

Lots 9 and 10, Block 5141, Unit 80, CAPE CORAL SUBDIVISION, according to the Plat thereof as recorded in Plat Book 22, Pages 140 through 159, inclusive, Public Records of Lee County, Florida.

Parcel ID Number: 28-43-23-C3-05141.0090

And the said Mortgagor does hereby fully warrant the title to said land, and will defend the same against the lawful claims of all persons whomsoever.

Provided always, that if said Mortgagor, his successors or assigns, shall pay unto the said Mortgagee, his successors or assigns, that certain Promissory Note, of which a true and correct copy is attached, and Mortgagor shall perform, comply with and abide by each and every stipulation, agreement, condition and covenant of said Promissory Note and of this Mortgage, and shall duly pay all taxes, all insurance premiums reasonably required, all costs and expenses including reasonable attorneys fees that Mortgagee may incur in collecting money secured by this Mortgage, and also in enforcing this Mortgage by suit or otherwise, then this Mortgage and the estate hereby created shall cease and be null and void.

Mortgagor hereby covenants and agrees:

To pay the principal and interest and other sums of money payable by virtue of said Promissory Note and this Mortgage, or either, promptly on the days respectively the same severally come due.

To keep the buildings now or hereafter on the land insured for fire and extended coverage in a sum at least equal to the amount owed on the above described Promissory Note, and name the Mortgagee as loss payees, and to furnish Mortgagee with a copy of all current policies. If Mortgagor does not provide Mortgagee with copies of the policies showing Mortgagee as loss payees after 14 days written demand by Mortgagee, then Mortgagee may purchase such insurance and shall add any payments made for such policy to the principal balance owed on the Mortgage, and such payments shall accrue interest at the maximum rate of interest allowed by law. In the event any sum of money becomes payable under such policy, Mortgagee, his legal representatives or assigns, shall have the option to receive and apply the same on account of the indebtedness hereby secured or to permit Mortgagor to receive and use it or any part thereof for repair or replacement, without hereby waiving or impairing any equity, lien or right under or by virtue of this Mortgage. In the event of loss Mortgagor shall give immediate notice to Mortgagee.

To permit, commit or suffer no waste, impairment or deterioration of the property, or any part thereof.

To permit no other lien or Mortgage to be placed ahead of this Mortgage.

Mortgagor shall provide proof of payment of annual real estate taxes by March 15, for the preceding years taxes. In the event that Mortgagor does not pay the taxes by such date, the Mortgagee may pay the taxes and the full amount of such payment by Mortgagee shall be added to the principal balance owed on the mortgage, and shall accrue interest at the maximum rate allowed by law.

The Mortgagee may, at any time pending a suit upon this Mortgage, apply to the court having jurisdiction thereof for the appointment of a receiver, and such court shall forthwith appoint a receiver, and such receiver shall have all the broad and effective functions and powers in anywise entrusted by a court to a receiver, and such appointment shall be made by such court as an admitted equity and a matter of absolute right to said Mortgagee. The rents, profits, income, issues, and revenues shall be applied by such receiver according to the lien of this Mortgage.

If any of the sums of money due and owing to Mortgagee under the terms of the Promissory Note and this Mortgage, including but not limited to any advance made by Mortgagee for the payment of insurance or taxes, are not paid within 15 days after the same become due and payable, or if each of the stipulations, agreements, conditions and covenants of the Promissory Note and this Mortgage, or either, are not fully performed or complied with the aggregate sum owed on the Promissory Note shall become due and payable forthwith or thereafter at the option of Mortgagee, his successors, legal representatives, or assigns.

This Mortgage and the Note hereby secured shall be construed and enforced according to the laws of the State of Florida.

The principal sum secured hereby, along with any interest to be paid in accordance with the terms of the Note secured hereby, shall immediately become due and payable without notice, if a transfer of title to the premises by sale or otherwise is made without the Mortgagee's written

consent, while this Mortgage remains a lien thereon, at the option of Mortgagee, his successors, legal representatives, or assigns.

Executed at Cape Coral, Florida on the date written above.

Signed, sealed and delivered in the presence of:

Witnesses:

MORTGAGOR:

[Signature]  
Print Name ALEX CLASSON

[Signature]  
MARK CRUTCHLEY

[Signature]  
Print Name ALEX CLASSON

[Signature]  
Print Name Michael Monaco

[Signature]  
DONNA CRUTCHLEY

[Signature]  
Print Name Anthony M. Bourcier

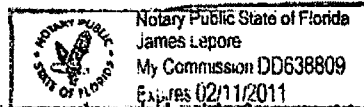
STATE OF FLORIDA )  
COUNTY OF LEE )

The foregoing instrument was acknowledged before me this 31 day of August, 2009, by MARK CRUTCHLEY, who is personally known to me or who has produced C63255965410-0 as identification and who did not take an oath.

My Commission Expires:

[Signature]  
Print Name: James Lepore  
NOTARY PUBLIC

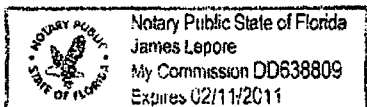
STATE OF FLORIDA )  
COUNTY OF LEE )



The foregoing instrument was acknowledged before me this \_\_\_ day of August, 2009, by DONNA CRUTCHLEY, who is personally known to me or who has produced C632-173-58-846-0 as identification and who did not take an oath.

My Commission Expires:

[Signature]  
Print Name: JAMES LEPORE  
NOTARY PUBLIC



## PROMISSORY NOTE

August 25, 2009

FOR VALUE RECEIVED, the undersigned promise to pay to the order of CLASSON POOLS, INC., a Florida Corporation at 426 SE 18th Street, Cape Coral, FL 33990 or at such other address as may be indicated in writing, in the manner hereinafter specified, the principal sum of THIRTY-THREE THOUSAND EIGHT HUNDRED EIGHTY-TWO and xx/100 Dollars (\$33,882.00) with interest from the date hereof, at the rate of Nine Percent (9%) per annum on the balance from time to time remaining unpaid. The said principal and interest shall be payable in lawful money of the United States of America, on the date and in the following manner:

The sum of \$703.36 representing a payment of principal and interest shall be due and payable on September 25, 2009 and on the 25th day of each month thereafter until August 25, 2014 at which time the remaining principal balance, together with any accrued but unpaid interest, shall be due.

All payments shall be first applied to late charges, if any, then to the payment of accrued interest, and the balance remaining, if any, shall be applied to the payment of the principal sum.

This Note may be prepaid, in whole or in part, without penalty, at any time prior to maturity.

This Note with interest is secured by a Mortgage, of even date herewith, the terms of which are incorporated herein by reference, made by the makers hereof in favor of the said payee, and shall be construed and enforced according to the laws of the State of Florida.

If default be made in the payment of any installment under this Note, and if such default is not made good within 15 days, the entire principal sum and accrued interest shall at once become due and payable without notice at the option of the holder of this Note. Failure to exercise this option shall not constitute a waiver of the right to exercise the same at a later time for the same default or for any subsequent default. Any payment not received within 10 days of the due date shall include a late charge of 5% of the payment due. In the event of default in the payment of this Note, and if the same is placed in the hands of any attorney for collection, the undersigned hereby agree to pay all costs of collection, including a reasonable attorneys' fee.

Makers waive demand, presentment for payment, protest, and notice of nonpayment and dishonor.

The state documentary tax due on this Note has been paid on the Mortgage securing this indebtedness.

  
MARK CRUTCHLEY

  
DONNA CRUTCHLEY

THIS INSTRUMENT PREPARED BY:  
MARK A. HOROWITZ, ESQ.  
WARCHOL, MERCHANT & ROLLINGS, LLP  
P.O. BOX 100767  
CAPE CORAL, FL 33910

File No. 33666

**MODIFICATION OF MORTGAGE  
AND EXTENSION AGREEMENT**

This Modification of Mortgage is entered into effective the 8<sup>th</sup> day of April, 2011, by and between **MARK CRUTCHLEY AND DONNA CRUTCHLEY**, hereinafter collectively referred to as "Mortgagors", and **CLASSON POOLS, INC.**, hereinafter referred to as "Mortgagee".

**WITNESSETH:**

WHEREAS, **MARK CRUTCHLEY AND DONNA CRUTCHLEY**, executed and delivered a Note and Mortgage, dated August 25, 2009, of property situated in the State of Florida, to **CLASSON POOLS, INC.**, recorded on September 10, 2009, as Instrument No. 2009000247219, Public Records of Lee County, Florida, which Mortgage is a lien against the real property described in said Mortgage, which Mortgage is hereinafter referred to as the "Mortgage"; and

WHEREAS, the Mortgagors have requested a written Modification of Mortgage to **CLASSON POOLS, INC.**; and

WHEREAS, **CLASSON POOLS, INC.** has agreed to make the changes requested by the Mortgagors provided the Mortgage is modified as hereinafter provided.

NOW, THEREFORE, in consideration of the above and foregoing and the mutual covenants hereinafter contained, it is mutually agreed as follows:

The present outstanding principal balance of the Mortgage and Note is \$40,000.00 and as of the 8<sup>th</sup> day of April, 2011, date of the Renewal Promissory Note.

2. Mortgagors have herewith executed a Renewal Promissory Note (the "Renewal Note") in the face amount of the outstanding principal balance of each Note. The Renewal Note shall earn interest at the rate of ten percent (10%) for the entire term of the Note. The Renewal Note shall be amortized over eleven (11) years. During the Amortization Period, the Note shall be payable in equal monthly principal and interest installments in the amount of \$501.00, beginning April 15, 2011, with subsequent installment payments due on the 15th day of each month thereafter until paid in full.

3. Mortgagors agree that a default under any of the terms of the original Mortgage shall be a default under the terms and provisions of this Modification and the Renewal Note and shall also constitute a default under the original Mortgage. Mortgagors acknowledge and represent to Mortgagee that Mortgagors have no defenses, counterclaims or rights of setoff as to the Mortgage or this Modification.

4. In the event of default for which the Lender does not accelerate the loan, including the failure of Borrowers to provide financial statements as required hereunder or under separate loan agreement, the applicable loan interest rate for a period beginning seven business (7) days after written notice of such default and ending upon the curing of said notice default, shall increase to twelve (12%)

percent. Such default interest rate shall apply to the outstanding principal balance of the loan. Upon the curing of the notice default, the interest rate on the loan shall revert to the initially agreed upon interest rate effective on the date on which the default is cured. There shall be a late charge of 5% of any one payment more than seven business (7) days late.

5. Prepayment. Mortgagors, MARK CRUTCHLEY AND DONNA CRUTCHLEY have the option within twenty-four (24) months from the date of this Modification to make a lump sum payment of \$33,000.00 which, in addition to any other payments made, shall satisfy this obligation in its entirety. Notwithstanding the preceding sentence, the Mortgagors shall have the right of early prepayment without penalty.

6. Nothing herein contained shall be construed as a novation or default in any of the terms and conditions of the original Note and original Mortgage as hereby modified. If this Agreement is construed as a novation or default, the original Note and original Mortgage will mature and be due and owing as if this Agreement had never been entered into.

7. Except as hereby modified by this Modification, the Renewal Promissory Note and all the terms and conditions of the original Mortgage, original Note and related loan documents are hereby ratified and confirmed and shall remain in full force and effect.

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

WITNESSES:

Christine Perkins  
Print Name: CHRISTINE PERKINS

S. Atkinson  
Print Name: S. ATKINSON

Christine Perkins  
Print Name: CHRISTINE PERKINS

S. Atkinson  
Print Name: S. ATKINSON

Linda Schreffarth  
Print Name: Linda Schreffarth

CONNIE LANE  
Print Name: CONNIE LANE

Mortgagor

x Mark Crutchley  
Mark Crutchley

Mortgagor

x Donna Crutchley  
Donna Crutchley

Mortgagee:

CLASSON POOLS, INC.

BY: Dolores Ciasson  
Dolores Ciasson, President

STATE OF FLORIDA  
COUNTY OF LEE

SWORN TO BEFORE ME and subscribed in my presence this 8<sup>th</sup> day of April, 2011, by MARK CRUTCHLEY. (He is personally known to me) or who produced a Florida Driver License as identification and who did not take an oath.

Commission Expiration:

10/5/2012

T-P  
\_\_\_\_\_  
NOTARY PUBLIC  
TODD PERKINS  
Comm# DD0840369  
Expires 12/5/2012  
Florida Notary Assn., Inc.  
Print Name: Todd Perkins

STATE OF FLORIDA  
COUNTY OF LEE

SWORN TO BEFORE ME and subscribed in my presence this 8<sup>th</sup> day of April, 2011, by DONNA CRUTCHLEY. He is personally known to me or who produced a Florida Driver License as identification and who did not take an oath.

Commission Expiration:

12/5/2012

T-P  
\_\_\_\_\_  
NOTARY PUBLIC  
TODD PERKINS  
Comm# DD0840369  
Expires 12/5/2012  
Florida Notary Assn., Inc.  
Print Name: Todd Perkins

STATE OF FLORIDA  
COUNTY OF LEE

SWORN TO BEFORE ME and subscribed in my presence this 21<sup>st</sup> of April, 2011, by DOLORES CLASSON, as president of Classon Pools, Inc., Who is personally known to me or who produced a Florida Drivers License as identification and who did not take an oath.

 CATHY L. RAY  
Commission DD 752069  
Expires February 14, 2012  
Banded True Tray Film Insurance 800-385-7018

Cathy L. Ray  
\_\_\_\_\_  
NOTARY PUBLIC  
Print Name \_\_\_\_\_

Instrument prepared by:  
MARK A. HOROWITZ, ESQ.  
WARCHOL, MERCHANT & ROLLINGS, LLP  
P.O. BOX 100767  
Cape Coral, FL 33910

=====

**ASSIGNMENT OF MORTGAGE**

CLASSON POOLS, INC., party of the first part, in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration received from DOLORES CLASSON, party of the second part, their successors and assigns, hereby grants, bargains, sells and assigns to the party of the second part all of their rights, title and interest under that certain Modification of Mortgage and Extension Agreement dated the 8th day of April, 2011, executed by MARK CRUTCHLEY AND DONNA CRUTCHLEY in favor of CLASSON POOLS, INC., and recorded on April 21, 2011, in Instrument #2011000095383, Public Records of Lee County, Florida, covering the following described real property:

**LEGAL DESCRIPTION:**

Lots 9 and 10, Block 5141, Unit 80, CAPE CORAL SUBDIVISION, according to the Plat thereof as recorded in Plat Book 22, Pages 140 through 159, inclusive, Public Records of Lee County, Florida.

**COMMONLY KNOWN AS:** 2505 NW 20th Avenue, Cape Coral, FL 33993

together with the Revised and Renewal Promissory Note described in and secured by the Modification of Mortgage and Extension Agreement herein assigned, and all sums of money due and to become due thereon, with interest from the 8<sup>th</sup> day of April, 2011.

TO HAVE AND TO HOLD the same unto the said party of the second part, their successors and assigns forever.

IN WITNESS WHEREOF, the party of the first part has caused this Assignment to be duly executed this 26<sup>th</sup> day of April, 2011

WITNESS:

Linda Schickhardt  
Print Name: Linda Schickhardt

CLASSON POOLS, INC.  
Dolores Classon  
By: Dolores Classon, President

Cathy L. Ray  
Print Name: CATHY L. RAY

STATE OF FLORIDA    ]  
                                  ] §  
COUNTY OF LEE        ]

The foregoing instrument was acknowledged before me this 26<sup>th</sup> day of April, 2011 by Dolores Classon, President of Classon Pools, Inc., who is personally known to me or who has produced \_\_\_\_\_ as identification and who did not take an oath.

My Commission Expires:

Cathy L. Ray  
Notary Public  
Print Name: \_\_\_\_\_





Instrument prepared by:  
DIANE L. JENSEN, ESQ.  
PAVESE LAW FIRM  
P.O. Drawer 1507  
Fort Myers, FL 33902

INSTR # 2013000229832, Pages 2  
Doc Type ASG, Recorded 10/08/2013 at 02:39 PM,  
Linda Doggett, Lee County Clerk of Circuit Court  
Rec. Fee \$18.50  
Deputy Clerk WMILLER  
#1

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**DOLORES CLASSON, as Successor, party of the first part, does hereby assign to DIANE L. JENSEN AS TRUSTEE IN BANKRUPTCY of Alan C. Classon and Dolores M. Classon, party of the second part, all her right, title and interest under that certain Modification of Mortgage and Extension Agreement dated the 8<sup>th</sup> day of April, 2011, executed by MARK CRUTCHLEY AND DONNA CRUTCHLEY in favor of CLASSON POOLS, INC., and recorded on April 21, 2011, in Instrument #2011000095383, Public Records of Lee County, Florida. Said Mortgage Modification Agreement modified a mortgage between MARK CRUTCHLEY and DONNA CRUTCHLEY dated August 25, 2009 and CLASSON POOLS, INC. recorded in Instrument #2009000247219 on September 10, 2009. All rights in said Note and Mortgage, as modified, are being transferred to the party of the second part by this Assignment which pertains to the following described real property:**

**LEGAL DESCRIPTION:**

Lots 9 and 10, Block 5141, Unit 80, CAPE CORAL SUBDIVISION,  
according to the Plat thereof as recorded in Plat Book 22, Pages  
140 through 159, inclusive, Public Records of Lee County, Florida.

Parcel ID Number: 28-43-23-C3-05141.0090


COMMONLY KNOWN AS: 2505 NW 20<sup>th</sup> Avenue, Cape Coral, Florida

together with the Revised and Renewal Promissory Note described in and secured by the Modification of Mortgage and Extension Agreement herein assigned and all sums of money due and to become due thereon, with interest from the date of the bankruptcy, April 26, 2013.

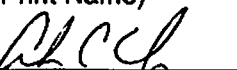
**TO HAVE AND TO HOLD** the same unto the said party of the second part, and assigns forever.

IN WITNESS WHEREOF, I have hereunto set my hand and seal, the 30 day of September, 2013.

Signed, Sealed and Delivered in presence of:

  
\_\_\_\_\_  
RICHARD JOHNSTON, JR.  
(Print Name)

  
\_\_\_\_\_  
DOLORES M CLASSON

  
\_\_\_\_\_  
ALAN C. CLASSON  
(Print Name)

STATE OF FLORIDA

COUNTY OF Lee

The foregoing instrument was acknowledged before me this 30th day of September 2013, by DOLORES C. CLASSON, who is personally known to me or who has produced \_\_\_\_\_ as identification and who did take an oath.

(Notary Seal)

Ann M. Greulich  
Ann M. Greulich, Notary Public



ANN M. GREULICH  
NOTARY PUBLIC  
STATE OF FLORIDA  
Comm# EE033994  
Expires 10/11/2014