

Record and Return To:
First American Title
9102 Southpark Center Loop
Suite # 130
Orlando, FL 32819
2580264
Prepare by: Funder One Capital, LTD Nancy P. Jacobo
1240 E. Ontario Ave Suite 102-220
Corona, CA 92881

DOC # 20190708565
11/11/2019 14:54 PM Page 1 of 8
Rec Fee: \$69.50
Deed Doc Tax: \$0.00
Mortgage Doc Tax: \$1,405.25
Intangible Tax: \$802.87
Phil Diamond, Comptroller
Orange County, FL
Ret To: RECORDING PARTNERS NETWORK

When recorded return to:
Funder One Capital, LTD
1240 E. Ontario Ave Suite 102-220
Corona, CA 92881

Space above this line reserved for recording office only

State of Florida

THIS IS A BALLOON NON-RECOURSE FUNDING PROGRAM AND THE FINAL PRINCIPAL PAYMENT OR THE PRINCIPLE BALANCE DUE UPON MATURITY IS: \$401,433.00 MATCH WITH 401,433 U-SHARES/ UBETS / E-SHARES/ USUB UNDER SMART CONTRACT IN BLOCKCHAIN. IN ADDITION, TO ACCRUED INTEREST, IF ANY, AND ALL ADVANCEMENTS MADE BY THE FUNDER UNDER THE TERMS OF THIS SECURITY AGREEMENT. THIS FUNDING IS BEING USED TOWARDS THE FUNDING OF THIS PROPERTY KNOWN AS: APN#: 29-20-28-1150-00-050.

SECURITY AGREEMENT

1. IDENTIFICATION OF MEMBER

Member's name and address is: DAPHNEY NEPTUNE, Trustee
2304 Carriage Pointe Loop, Apopka, FL 32712

Member may change such address from time to time by giving notice to the Funder as provided in the agreement.

The word "I" or "me" or "we" as hereafter used means each member, jointly and individually.

2. IDENTIFICATION OF FUNDER

Funder's name and address is: FUNDER ONE CAPITAL LTD
1240 E. Ontario Ave Suite 102-220 Corona, CA 92881

Investor and/or Successor may change such address from time to time by giving me notice as provided in Paragraph 17.

The word "you" means the Investor and Investor's Successors and assigns.

3. DESCRIPTION OF NOTE SECURED BY THIS FUNDING.

I (we) owe you the principal sum of four hundred one thousand four hundred thirty-three dollars (\$401,433.00) together with fees accruing thereon as evidenced by my NOTE to you (the "NOTE") dated the same date as this Funding Agreement and which requires a monthly membership fee as therein set forth with all sums owing thereon, unless sooner paid, to be due by on October 24th 2024, final membership fee.

4. TRUTH IN FUNDING

This Funding Program is called thirty due in thirty with a balloon, therefore, the whole balance is due on October 24th 2049. The total amount that the member would pay after the member pay the full amount in thirty (30) years is: \$ 877,131.10 or 877,131.10 E-Shares.

5. DESCRIPTION OF PROPERTY FUNDED

Property being funded (the "Real Property") is described as follows: 2304 Carriage Pointe Loop, Apopka, FL 32712.

Parcel Identification Number: "Folio Number" 29-20-28-1150-00-050

AKA: 2304 Carriage Pointe Loop, Apopka, FL 32712.

together with all of the following:

- (1) all improvements now or later placed on the Real Property;
- (2) all rents and profits received in connection with the Real Property;
- (3) all easements, fixtures, benefits, and other appurtenances that may at any time benefit the Real Property;
- (4) all development and utilities rights that might at any time be available to the Real Property;
- (5) all goods in which I own an interest affixed or that may become affixed to the Real Property;
- (6) all rights to insurance policies and proceeds, all licenses, building and business permits, and all utility reservations and rights to receive utility services, and all rights to and under fees or charges paid by me or on my behalf in connection with the Real Property;
- (7) all equipment, furnishings, and appliances, in which I now have or may hereafter acquire any rights, used or useful in connection with the Real Property;
- (8) all accounts receivable, general intangibles, actions and rights in action, in which I now or hereafter have any rights, including all of my rights under contracts with any architect, engineer, surveyor, subcontractor, and supplier in connection with the Real Property, all of which contracts I hereby assign to you, together with all plans, specifications, drawings, schedules, and copyrights included therein;
- (9) all other rights that I have or will have as owner of the Real Property;

together with all proceeds, products, replacements, additions, substitutions, renewals, and accessions of any of the foregoing items.

I refer below to all of these properties, rights, and interests that I encumber by this Funding as the "Property."

MEMBER(S) COVENANTS that Member(s) is lawfully seized of the estate hereby conveyed and has the right to mortgage, grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Member warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

- 6. UNIFORM COVENANTS.** The Investor and/or assign may at anytime distribute the total amount of E-Shares created under The Truth in Funding.

7. FUNDING OF PROPERTY TO INVESTOR

By executing this instrument, I fund the Property to you to secure my performance of my promises made in the Note and this Funding Agreement. This means I give you all of those rights that the law gives to Investors who hold securities on property as well as those rights set forth in this Funding Agreement.

8. PROMISES

I make the following promises to you:

A. **Warranty.** I (we) fully warrant the title to the Property and will defend the same against the lawful claims of all others. This means I (we) own the Property and will defend my (our) ownership against all claims.

B. **Compliance with terms of Note and Funding Agreement.** I (we) will comply with all of the terms and provisions of the Note and this Funding Agreement.

C. **Taxes and Assessments.** I (we) will pay all taxes and assessments and any other charge levied against or which could become a lien against the Property as well as all taxes imposed, levied, or assessed on this Funding Agreement or the indebtedness secured hereby (but excluding any income type tax) when due and, in any event, before the end of the year in which the same become due.

D. **Insurance.** I (we) will keep the Property insured for full replacement cost and with such coverage as you require. All such policies must:

- (a) be issued by companies acceptable to you;
- (b) provide that all membership payments are payable to you as Funder; and
- (c) require not less than 30 days notice to you before they may be canceled.

I (we) will renew all such insurance policies not less than 30 days before they expire. I (we) will promptly notify you of any loss or damage. If any moneys become payable, you will have the right, at your election, to either (i) retain such moneys and reduce the amount owing on the Note as if I (we) had made a prepayment and, in such event, you waive any prepayment charge, or (ii) apply them toward the restoration of the Property in a commercially prudent manner on a monthly basis.

9. AGREEMENTS OF MEMBER CONCERNING THE PROPERTY

I (we) agree:

- (a) to maintain the Property in good and functioning condition, performing all repairs, replacements and maintenance necessary to preserve the Property's value;
- (b) not to permit any waste (including removal of dirt or trees) or deterioration of the Property;
- (c) not to permit the demolition, destruction or removal of any portion of the Property without first securing your written consent;
- (d) to permit you or your representative to enter upon and inspect the Property from time to time.
- (e) not to further encumber any interest in or any part of the Property without your prior written consent.

10. SECURITY AGREEMENT

Some items of the Property are personal property (the "Personal Property"). I (we) grant you a security interest in the Personal Property and all additions to, replacements of, and proceeds of the Personal Property. Although this Funding Agreement is a self-operative security agreement affecting the Personal Property, I (we) agree to execute and deliver to you any other written instrument that you might demand to create or evidence your

security interest. In addition to all other available remedies, you have all of the rights and remedies of a secured party under the Florida Uniform Commercial Code.

11. MAXIMUM FUNDING CHARGES

You agree that you will not charge interest or other funding charges that exceed the maximum lawful rate, it being your intent not to charge a usurious interest rate. If it is discovered that interest or other funding charges exceed the maximum lawful rate, I (we) will give you the opportunity to refund to me (us) that amount collected which exceeded the maximum lawful rate plus interest on that amount at the maximum lawful rate. We will then modify this Funding Agreement and the Note so that I (we) will not be required to pay further interest or other funding charges that exceed the maximum lawful rate.

12. CONDEMNATION

I (we) agree that if the Property or any part of it is condemned under any power of condemnation, or acquired for a public use, then the damages, proceeds, and consideration given for such acquisition, to the extent of my obligations to you, will be paid to you to be applied on account of my (our) obligations to you, whether due or not.

13. PERFORMANCE OF OTHER ENCUMBRANCES

I (we) agree to comply with all of the terms and conditions of any other funding agreement or encumbrances that affect the Property. I (we) agree that my failure to comply with or fully perform the terms and conditions of other encumbrances against the Property shall constitute a default under this Funding Agreement and shall entitle you, at your option, to exercise any right available for my default under this Funding Agreement.

14. OBLIGATIONS OF PERSONS UNDER THIS NOTE

Any person or entity who is a guarantor, co-maker, surety or endorser of the Note is fully and personally obligated to keep all of the promises made in the Note and this Funding Agreement, including the promise to pay the full amount owed. Any person or entity who takes over these obligations, including the obligations of a guarantor, co-maker, surety or endorser of the Note, is (are) also obligated to keep all of the promises made in this Funding Agreement and in the Note. All subsequent owners of the Property must keep all of my (our) promises made in this Funding Agreement. You may enforce your rights under the Note and this Funding Agreement against each person or entity individually or against all of them together.

15. APPLICATION OF MEMBERSHIP PAYMENTS

All payments received by you under the Note shall be applied: first, to charges for overdue payments that are due under the Note; second, to amounts payable for taxes, insurance, or other advances made by you on my behalf, if any; third, to deposits that I (we) must pay, if any, for the payment of future taxes and insurance; fourth, to interest due; and last to principal.

16. APPOINTMENT OF RECEIVER

I (we) agree that you may, at any time that this Membership Fee is in default, apply to the court having jurisdiction for the appointment of a receiver; and such court shall immediately appoint a receiver of the Property, including all income, profits, issues, and revenues from whatever source derived relating to the Property, all of which, is hereby funded, as if specifically set forth and described in this Funding Agreement. Such appointment shall be made by the court as an admitted equity and a matter of absolute right to you, and without reference to the adequacy or inadequacy of the value of the Property, or to my solvency or insolvency. Such rents, profits, income, issues, and revenues shall be applied by the receiver according to the lien of this Funding Agreement and the practice of the court.

17. ACCELERATION AND REMEDIES UPON DEFAULT

Time is of the essence in my (our) payment of amounts due under, and in my (our) performance of all promises under, the Note or this Funding Agreement. If I (we) (A) fail to pay any amount due under the Note or this Funding Agreement within thirty days after they become due and payable; (B) or if I (we) fail to keep any promises made in or satisfy requirements of this Funding Agreement and do not cure that failure within ten days following date on which you give notice as provided in the paragraph below

entitled "Giving of Notices"; (C) or if I (we) die (if I am an individual), or am dissolved or liquidated (if I am other than an individual); then I (we) will be in default without notice and you may require me (us) to pay immediately the full amount of the principal which has not been paid and all the interest that I (we) owe on that amount and any other amounts that I (we) may owe pursuant to the Note or this Funding Agreement, and you may, in addition to pursuing other remedies, and sale of the Property.

I (we) agree to comply with all of the terms and conditions of any other funding agreements or encumbrances that affect the Property. I (we) agree that my (our) failure to comply with or fully perform the terms and conditions of other encumbrances against the Property shall constitute a default under this Funding Agreement and shall entitle you, at your option, to exercise any right available for my (our) default under this Funding Agreement.

18. OBLIGATIONS OF PERSONS UNDER THIS NOTE

Any person or entity who is a guarantor, co-maker, surety or endorser of the Note is fully and personally obligated to keep all of the promises made in the Note and this Funding Agreement, including the promise to pay the full amount owed. Any person or entity who takes over these obligations, including the obligations of a guarantor, co-maker, surety or endorser of the Note, is also obligated to keep all of the promises made in this Funding Agreement and in the Note. All subsequent owners of the Property must keep all of my (our) promises made in this Funding Agreement. You may enforce your rights under the Note and this Funding Agreement against each person or entity individually or against all of them together.

19. PAYMENT OF YOUR ATTORNEYS FEES, COSTS AND EXPENSES

If I (we) am (are) in default as described above, you will have the right to be repaid by me (us) for all of your costs and expenses in enforcing this Funding Agreement or the Note and all such sums shall bear from the date of disbursement by Investor the highest rate permitted by law. This rate shall apply before and after any final judgment is entered for any amounts due under the Note. Those expenses include, without limitation, for example, reasonable attorneys' fees (before trial, at trial, or on appeal and including bankruptcy proceedings), the cost of an environmental audit and the cost of a title abstract or other search for the Property.

20. GIVING OF NOTICES

Unless applicable law requires a different method, any notice to be given to me (us) under this Funding Agreement will be given by personally delivering it or by mailing it by first class mail to me (us) 2304 Carriage Pointe Loop, Apopka, FL 32712 or at a different address if I (us) have given you a written notice of a different address for me.

Any notice that must be given to you under this Funding Agreement will be given by mailing it by first class mail to you at the address stated above, or at a different address if I (we) have been given a notice of that different address.

21. NO WAIVER BY FUNDER

If, at a time when I (we) am (are) in default you do not require me to pay immediately in full as described above, this will not be a waiver of your rights and you will still have the right to do so if I (we) am (are) in default at a later time.

22. RIGHT TO CURE

If I (we) default in any of my (our) promises or agreements contained in this Funding Agreement or in the Note, then without prejudicing your right to other remedies, you may perform that promise or agreement on my (our) behalf, and all expenditures (including reasonable attorney's fees) made by you in so doing shall bear interest at the highest legal rate, and shall be repayable immediately and, together with interest and costs accruing thereon, shall be secured by this Funding Agreement.

23. NO TRANSFER WITHOUT CONSENT

The Funding represented by this Funding Agreement and the Note is personal to me (us). I (we) recognize that you have made the funding based on my (our) U-Shares/UBETS/E-Shares (USUB) account under Smart Contract in Blockchain and character, and on your judgment of my (our) ability to pay the membership fee. Accordingly, this Funding Agreement may not be assumed by any subsequent holder of any interest, title, or claim to the Property without your written consent. If I (we) attempt, at any time, directly or indirectly, to lease the Property for a period of more than one year, grant an option to Fund the Property, sell, convey, or transfer any interest or title in the Property without your written approval, then the principal balance on the Note and all accrued interest thereon, and all other sums secured by this Funding Agreement will, at your option, without notice or demand, become immediately due and payable.

24. GOVERNING LAW; SEVERABILITY

This Funding Agreement shall be governed by the law of the State of Florida. In the event that any provision or clause of this Funding Agreement or of the Note conflicts with applicable law, such conflict shall not affect other provisions of this Funding Agreement or the Note which can be given effect without the conflicting provision. To this end the provisions of this Funding Agreement and the Note are declared to be severable.

25. ASSIGNMENT OF RENTS AND LEASES

I (we) assign to you and give you a security interest in all leases of the Property and all rents and revenues from the Property. However, I (we) may continue to collect and use these rents and revenues as they become due and payable (but in no event for more than one month in advance) for so long as I (we) am (are) not in default on this Funding Agreement or the Note provided that I (we) will not accept money from any tenant for more than one month in advance.

If I (we) am (are) ever in default, however, I (we) agree that you are entitled, without demand, to all such rents and revenues, which you will apply first, to late charges due under the Note; second, to amounts payable for taxes, insurance, or other advances made by you on my (our) behalf, if any; third, to deposits that I (we) must pay, if any, for the payment of future taxes and insurance; fourth, to interest due; and last to principal; however, such application will not cure any default.

26. COST OF RECORDING SATISFACTION OF FUNDING AGREEMENT

At such time as I (we) shall become entitled to a satisfaction of this Funding Agreement, then I (we) shall be responsible to pay the cost of recording such Satisfaction of this Funding Agreement.

27. COVENANTS OF GUARANTOR (S)

As a material inducement to Investor to make the Funding evidenced by the Note, the Member(s) (the "Guarantor(s)") have executed and delivered to Investor the Guaranty. Member(s) covenants and agrees that the Member(s) shall fully perform, comply with, and abide by the Guaranty. It is understood and agreed by

Member(s) that the representations, covenants and agreements on the part of the Guarantor(s) shall constitute, for the purposes of its obligations hereunder, covenants on behalf of Member(s).

28. Limitation of Members' Liability. Except as otherwise expressly stated below in this Funding Agreement, Member(s) shall have no personal liability for the repayment of any principal evidenced hereby or for the performance or observance of any covenant or condition contained in any of said documents, and no personal or deficiency judgment shall be sought or entered against Member as a result of any such default; provided, however, Member(s) shall be personally liable to the Funder, its successors and assigns and subject to a claim only to the extent of damages and deficiencies for (a) waste committed or permitted by Member(s) upon or to any property securing this Note, (b) any fraud or misrepresentation of Member(s) in connection with Members' application for the funding evidenced hereby or any related documents, (c) any embezzlement or misappropriation of any rents, membership, revenues, insurance proceeds or condemnation awards which are assigned or to be paid to the Funder, (d) any lien currently or hereafter imposed against any property securing this Note without the Funder's prior written consent and which has priority over any security for this Note, including, without limitation, any lien arising from the storage or disposal of toxic, hazardous, chemical or nuclear waste or materials upon or in any property described in the Funding Documents securing this Note, and (e) any sums evidenced by the Note or secured by the Funding Documents, except principal and interest, but including the Monthly Membership Payment, any remedial advances made by the Funder, delinquent interest, late charges, attorney's fees and costs of collection for which Member is liable.

29. ORAL AGREEMENTS OR COMMITMENTS TO PROVIDE ADDITIONAL FUNDING, EXTEND FUNDING OR TO FORBEAR FROM ENFORCING REPAYMENT OR A DEBT ARE NOT ENFORCEABLE. TO PROTECT YOU (MEMBERS) AND US (FUNDER) FROM MISUNDERSTANDING OR DISAPPOINTMENT, ANY AGREEMENTS WE REACH COVERING SUCH MATTERS ARE CONTAINED IN THE FUNDING DOCUMENTS, WHICH ARE THE COMPLETE AND EXCLUSIVE STATEMENT OF THE AGREEMENT BETWEEN US, EXCEPT AS WE MAY LATER AGREE IN WRITING TO MODIFY IT.

Assignment and Delegation by Members.

- (a) No Assignment. Member may not assign any of its rights under this Note without the prior written consent of Funder. All voluntary assignments of rights are limited by this subsection.
- (b) No Delegation. Member may not delegate any performance under this Note without the written consent of Funder.
- (c) Enforceability of an Assignment or Delegation. If a purported assignment or purported delegation is made in violation of this section, it is void.
- (d) Members are responsible for all City and County taxes, also homeowners insurance, homeowners Association, any default thereof will force the Funder and/or Successors to sell the property and for the Funder and/or Successors to keep seventy five percent (75%) of the Note.

30. WAIVER OF RIGHT TO JURY TRIAL

YOU AND I (US) AGREE THAT NEITHER OF US, NOR OUR HEIRS, SUCCESSORS, OR ASSIGNS (THE "PARTIES"), WILL SEEK A JURY TRIAL IN ANY LAWSUIT, PROCEEDING, COUNTERCLAIM, OR ANY OTHER LITIGATION PROCEDURE BASED ON OR ARISING OUT OF THIS FUNDING AGREEMENT OR THE NOTE. NONE OF THE PARTIES

WILL SEEK TO CONSOLIDATE ANY SUCH ACTION IN WHICH A JURY TRIAL HAS BEEN WAIVED WITH ANY OTHER IN WHICH A JURY TRIAL CANNOT BE OR HAS NOT BEEN WAIVED. I (WE) ACKNOWLEDGE THAT THE PROVISIONS OF THIS PARAGRAPH HAVE BEEN FULLY NEGOTIATED BY YOU AND ME (US), ARE A MATERIAL INDUCEMENT FOR THE FUNDING THE REPAYMENT OF WHICH IS SECURED BY THIS FUNDING AGREEMENT, AND SHALL BE SUBJECT NO EXCEPTIONS.

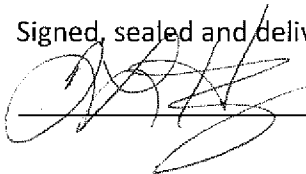
THIS IS A BALLOON FUNDING AGREEMENT AND THE FINAL PRINCIPAL PAYMENT OR THE PRINCIPAL BALANCE DUE UPON MATURITY IS: \$ 401,433.00 (FOUR HUNDRED ONE THOUSAND FOUR HUNDRED AND THIRTY THREE DOLLARS) MATCH WITH U-SHARES/UBETS/E-SHARES/USUB UNDER SMART CONTRACT IN BLOCKCHAIN, IN ADDITION TO ACCRUED INTEREST, IF ANY, AND ALL ADVANCEMENTS MADE BY THE INVESTOR UNDER THE TERMS OF THIS FUNDING AGREEMENT. THIS FUNDING AGREEMENT IS BEING USED TOWARDS THE FUNDING OF THIS PROPERTY.

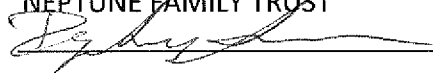
MEMBER:

MEMBER:

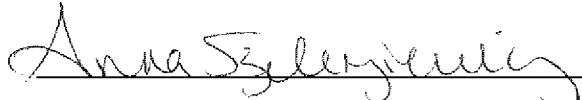
Signed, sealed and delivered in the presence of:

NEPTUNE FAMILY TRUST





Witness #1 Name TRICIA L. HAZEN


Anna Szelengiewicz

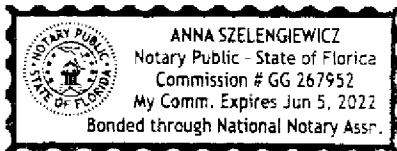
Witness #2 Name _____

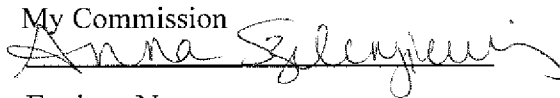
ACKNOWLEDGMENT

STATE OF FLORIDA)

COUNTY OF Orange)

I HEREBY CERTIFY that the foregoing instrument was acknowledged before me this Nov 5, 2019 by Daphney Neptune, Trustee for **NEPTUNE FAMILY TRUST**. He/She [] is personally known to me or [] has produced a Florida driver's license or as identification.



My Commission


Expires: Notary

Anna Szelengiewicz

Public