



**PROPERTY INFORMATION REPORT**

CERTIFICATE NO: TX25-0238

CERTIFIED TO: CHARLOTTE COUNTY TAX COLLECTOR

April 7, 2025

SEARCH DATE: 20 years up to April 17, 2025

PORTION:

PARCEL I.D. NO.: 412012476010

Lot 8, Block 3776, PORT CHARLOTTE SUBDIVISION, SECTION 65, according to the plat thereof, recorded in Plat Book 6, Pages 3A thru 3P, of the Public Records of Charlotte County, Florida.

TO: CLERK OF COURT

ISSUED in connection with APPLICATION FOR TAX DEED pursuant to Chapter 197.502 (4) 1985 Florida Statutes, the following are names and addresses of the persons the Clerk is required to notify pursuant to Chapter 197.522 Florida Statutes, prior to sale of property as per Florida Department of Revenue Rule 12D-13.60:

APPARENT TITLE HOLDER & ADDRESS OF RECORD:

JOY L. DOHENY

ADDRESS: 81 Whittier Street, Lynbrook, NY 11563

DEED ADDRESS, IF DIFFERENT:

PROPERTY ADDRESS:

2024 TAXES in the amount of: \$471.28

CURRENT ASSESSED VALUE \$9,956.00 HOMESTEAD EXEMPTION: NO

UNPAID OR OMITTED YEARS: 2022, 2023 & 2024

OUTSTANDING CERTIFICATES: 23-07178 & 24-06557

AND SAID PROPERTY IS SUBJECT TO THE FOLLOWING ENCUMBRANCES, IF ANY:

- (1. Mortgage in favor of CAPITALSOURCE FINANCE, LLC, a Delaware Limited Liability Company, 3 MacArthur Place, Santa Ana, CA 92707, filed in Official Records Book 2539, Page 1750, together with Assignment thereof, filed in Official Records Book 2599, Page 1955, of the Public Records of Charlotte County, Florida

This is to certify that the legal description and the above information are correct as required under Chapter 197 Florida Statutes. This report is not title insurance. Pursuant to s. 627.7843, Florida Statutes, the maximum liability of the issuer of this property information report for errors or omissions in this property information report is limited to the amount paid for this property information report, and is further limited to the person(s) expressly identified by name in the property information report as the recipient(s) of the property information report.

FLORIDA ABSTRACT & SECURITY TITLE CORPORATION

2575 Tamiami Trail

Port Charlotte, Florida 33952

PHONE: (941) 743-7041 FAX: (941) 624-5362

Countersigned:

A. Miles Krotzer  
A. Miles Krotzer, Vice President

DATE: April 21, 2025

2025 MAY 15 AM 8:26  
ROGER D. EATON  
CLERK OF CIRCUIT COURT  
CHARLOTTE COUNTY, FLA

FILED



# Charlotte County Tax Collector

Vickie L. Potts

[taxcollector.charlottecountyfl.gov](http://taxcollector.charlottecountyfl.gov)

May 1, 2025

Honorable Roger D. Eaton  
Clerk of Circuit Court  
18500 Murdock Circle  
Port Charlotte, FL 33948

RE: Parcel Number: 412012476010 (TD25-0238)

Dear Sir or Madam:

Here is an additional address for the above referenced account 285 N 6<sup>th</sup> Street, 5<sup>th</sup> Floor, Brooklyn, NY 10010. Please send a notification to this address. ✓

Thank you,

Vickie L Potts,  
Tax Collector, CFC  
by Kim Barkley

ROGER D. EATON  
CLERK OF CIRCUIT COURT  
CHARLOTTE COUNTY FLA

2025 MAY 15 AM 8:20

FILED

THIS DOCUMENT PREPARED BY,  
RECORD AND RETURN TO:

RECREATIONAL TITLE AGENCY, LLC  
FIELDSTONE LESTER SHEAR & DENBERG  
201 ALHAMBRA CIRCLE, SUITE 601  
CORAL GABLES, FLORIDA 33134

Attn: Signatures

BARBARA T. SCOTT, CLERK  
CHARLOTTE COUNTY  
OR BOOK 02718  
PG 0026 (1 Pg(s))  
FILE NUMBER 1395815  
RECORDED 06/02/2005 08:22:04 AM  
RECORDING FEES 10.00

(RESERVED FOR RECORDING OFFICIAL'S USE)

**CORRECTIVE  
WARRANTY DEED**

THIS CORRECTIVE WARRANTY DEED, made this 21<sup>ST</sup> day of January, 2005, by and between National Recreational Properties of Port Charlotte, LLC, A Florida Limited Liability Company, whose mailing address is 1 Mauchly, Irvine, CA 92618 ("GRANTOR") and Joy L. Doheny, a single man or woman whose address is 81 Whittier ST., Lynbrook, NY 11563, ("GRANTEE").

(Wherever used herein, the terms "GRANTOR" and "GRANTEE" include all the parties to this instrument and the heirs, legal representatives and assigns of individuals, and the successors and assigns of corporations.)

**WITNESSETH:**

THAT GRANTOR, for and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable considerations in hand paid to GRANTOR by GRANTEE, the receipt whereof is hereby acknowledged, has bargained and sold, and by these presents does hereby grant, bargain, sell and convey unto GRANTEE, GRANTEE's heirs, devisees, successors and assigns, the following described real property (the "Property")

Lot 8, Block 3776, PORT CHARLOTTE SUBDIVISION, SECTION 65, as per Plat thereof recorded in Plat Book 6, Pages 3a thru 3p, of the Public Records of Charlotte County, Florida. Subject to restrictions, reservations and easements of record, if any. And taxes. Parcel ID# 0064404-000800-0

The above-described legal description amends Exhibit A in its entirety of that certain Warranty Deed between the parties thereto as recorded on September 01, 2004, in OR 02539, Page 1749 of the Public Records of Charlotte County, Florida. The purpose of this Corrective Warranty Deed is to correct a scrivener's error in the legal description.

The benefits and obligations hereunder shall inure to and be binding upon the heirs, executors, administrators, successors and assigns of the respective parties hereto. GRANTOR hereby covenants with GRANTEE that GRANTOR is lawfully seized of the Property in fee simple and that GRANTOR has good right and lawful authority to sell and convey the Property. GRANTOR hereby warrants the title to the Property and will defend the same against lawful claims of all persons claiming by, through or under GRANTOR.

IN WITNESS WHEREOF, the GRANTOR has caused this Corrective Warranty Deed to be executed the day and year first above written.

SIGNED, SEALED AND DELIVERED  
IN THE PRESENCE OF:

Print Name: J. Schaefer  
Print Name: E. Falcón

STATE OF CALIFORNIA )  
COUNTY OF ORANGE ) SS:

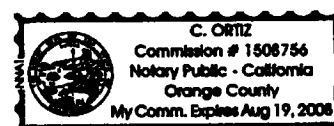
National Recreational Properties of Port Charlotte, LLC  
A Florida Limited Liability Company

By: [Signature]  
Print Name: Jeffrey P. Frieden  
Title: Manager  
Address:

The foregoing instrument was acknowledged before me this 6<sup>th</sup> day of April, 2005 by Jeffrey P. Frieden, the [Signature] of, upon due authority therefrom. He/she is [X] personally known to me or [ ] has produced [ ] as identification and did not take an oath.

[Signature]  
Notary Public  
Print Name: C. Ortiz  
My Commission Expires:

H:\LIBRARY\Staff\Signtest\021903\corrected\deed.wpd  
03/29/05 11:36 AM



IMAGED IN PG



[Department of State](#) / [Division of Corporations](#) / [Search Records](#) / [Search by Entity Name](#) /

## Detail by Entity Name

Foreign Limited Liability Company  
CAPITALSOURCE FINANCE LLC

### Filing Information

**Document Number** M02000003259  
**FEI/EIN Number** 26-0563180  
**Date Filed** 12/09/2002  
**State** DE  
**Status** ACTIVE

### Principal Address

3 MacArthur Place  
Santa Ana, CA 92707

Changed: 02/27/2025

### Mailing Address

3 MacArthur Place  
Santa Ana, CA 92707

Changed: 02/27/2025

### Registered Agent Name & Address

C T CORPORATION SYSTEM  
1200 SOUTH PINE ISLAND ROAD  
PLANTATION, FL 33324

Name Changed: 06/30/2003

Address Changed: 06/30/2003

### Authorized Person(s) Detail

#### **Name & Address**

Title Manager

CapitalSource TRS LLC  
3 MacArthur Place  
Santa Ana, CA 92707

Title Chief Legal Officer

FILED  
2025 MAY 15 AM 8:28  
ROGER D. EATON  
CLERK OF CIRCUIT COURT  
CHARLOTTE COUNTY FLA

ICC  
This instrument prepared by:

National Recreational Properties of Port Charlotte, LLC.

After Recording Return To:

National Recreational Properties of Port Charlotte, LLC.

9 Goodyear  
Irvine, CA 92618

BARBARA T. SCOTT, CLERK

CHARLOTTE COUNTY

OR BOOK 02539

PGS 1750-1751 (2 Pg(s))

FILE NUMBER 1250512

RECORDED 09/01/2004 03:23:05 PM

RECORDING FEES 18.50

MTG DOC 86.80

INTANGIBLE 49.58

ID: 881963

**MORTGAGE**

This mortgage, executed by Joy L. Doheny and  
herein called the mortgagor, to National Recreational Properties of Port Charlotte, LLC., herein called  
the mortgagee, represents the full and complete mortgage agreement between the parties hereto.

[The word mortgagor and the word mortgagee includes the heirs, executors, administrators, legal representatives, and assigns of individuals, and the successors and assigns of corporations, and shall denote the singular and/or plural, the masculine and/or feminine, and natural and/or artificial persons, whenever and wherever the context so requires.]

The mortgagor, for good and valuable consideration, and in consideration of the sum of \$24,790.00  
paid by the mortgagee to the mortgagor, the receipt whereof is hereby acknowledged, grants, bargains, sells, and  
conveys, in fee simple, to the mortgagee, to have and to hold, together with the tenements, hereditaments, and  
appurtenances thereto, and the rents, issues, and profits thereof, the following described land, owned by the mortgagor,  
located in Charlotte County, Florida:

Lot 8, Block 3776, PORT CHARLOTTE SUBDIVISION, SECTION 65, as per Plat thereof  
recorded in Plat Book 6, Page 8a thru 8p, of the Public Records of Charlotte County,  
Florida. Subject to restrictions, reservations and easements of record, if any, and  
taxes. ParcelID: 0064404-000800-0

The mortgagor fully warrants the title to the said land and will defend the same against the lawful claims of all person  
whomsoever.

Provided, however, that if the mortgagor pays to the mortgagee the promissory note executed by the mortgagor, a copy  
of which is attached hereto, and shall perform, comply with, and abide by all the stipulations, agreements, conditions,  
and covenants of the promissory note and this mortgage, then this mortgage and the estate hereby created shall cease  
and be null and void. The mortgagor may, at his option, at any time pay the principal balance and accrued interest in  
full, without penalty.

The mortgagor further agrees to pay the interest and principal on the promissory note promptly when due; to pay the  
taxes and assessments on the land; to keep the buildings, now or hereafter on the land, insured against damage by fire,  
lightning, windstorm, or any other casualty, in a sum not less than the sum secured by this mortgage, in a company or  
companies satisfactory to the mortgagee, with a standard mortgage loss clause, providing for payment to the mortgagee,  
to the extent of the indebtedness remaining at the time of the loss, the said insurance policy to be held by the mortgagee;  
to keep the mortgaged property, and any buildings thereon, in good and proper repair; and to pay all costs and expenses  
of collection of any amounts due, with or without suit, including a reasonable attorney's fee.

If any payment provided for in the promissory note or this mortgage is not paid when due, and the payment becomes  
delinquent for ten (10) days, or if any of the above covenants are broken, then the promissory note, and all money  
secured by this mortgage, shall, without demand, if the mortgagor so elects, at once become due and payable, and the  
mortgage shall be foreclosed.

In Witness Whereof, the said mortgagor has hereunto signed and sealed these presents the day and year first above written.

Signed, sealed, and delivered in the presence of:

Shirley Ann  
Printed Name Shirley Ann Jones  
Witness

Jackie Ladson  
Printed Name Jackie Ladson  
Witness

STATE OF Florida  
COUNTY OF Sarasota

The foregoing instrument was acknowledged before me this  
Joy L. Doheny  
have produced their Driv. Lic. as identification.

Joy L. Doheny L.S.  
Signature  
Address: 86 Whither St Lyabrook NY 11563.

Joy L. Doheny L.S.  
Signature  
Address:

21 day of Aug. 2004 by  
who are personally known to me or who IMAGED IN PG

Michelle Nevils  
Printed Name Michelle Nevils  
Notary Public  
My Commission Expires:

MICHELLE NEVILS  
Notary Public, State of Florida  
My Comm. Expires Dec. 11, 2007  
No. DD274824

Do not destroy this Original Note: When paid, said Original Note, together with the Mortgage securing same, must be surrendered to Mortgagee for Cancellation and retention before reconveyance will be made.

**NOTE SECURED BY MORTGAGE  
(INSTALLMENT NOTE - INTEREST INCLUDED)**


\$24,790.00 Charlotte County, Florida on 8/21/04 In installments as  
herein stated, for value received, I promise to pay to National Recreational Properties of Port Charlotte, LLC.  
A Florida Limited Liability Company, or order  
at 9 Goodyear, Irvine, CA 92618  
the sum of Twenty-Four Thousand Seven Hundred Ninety and 00/1 DOLLARS,  
with interest from 8/21/04 on unpaid principal at the  
rate of 13.90% per cent per annum; principal and interest payable in installments  
of (\$345.85) Three Hundred Forty-Five and 85/100\*\*\*\* Dollars  
or more on the same day of each and every month, beginning  
on the 20th day of September, 2004 and  
continuing until said principal and interest have been paid.

Beneficiary shall receive a late charge in the amount of \$10.00 or 10% of the amount of monthly payment, whichever is greater, for any installment payment which becomes more than 10 days delinquent and/or a service fee of \$15.00 for any installment payment which is returned by the payer's bank.

Each payment shall be credited first on interest then due and the remainder on principal; and interest shall thereupon cease upon the principal so credited. Should default be made in payment of any installment when due the whole sum of principal and interest shall become immediately due at the option of the holder of this note. Principal and interest payable in lawful money of the United States. If action be instituted on this note I promise to pay such sum as the Court may fix as attorney's fees. This note is secured by a Mortgage.

  
Joy L. Boherty

FILED  
2025 MAY 15 AM 8:20  
ROGER O. EATON  
CLERK OF CIRCUIT COURT  
CHARLOTTE COUNTY FLA.

*d*  **ROBERT E. DADY, ESQ.**  
**FIELDSTONE LESTER SHEAR & DENBERG**  
201 Alhambra Circle, Suite 601  
Coral Gables, Florida 33134

PREPARED BY AND  
AFTER RECORDING RETURN TO:

Kate K. Moseley, Esq.  
Patton Boggs LLP  
2001 Ross Avenue  
Suite 3000  
Dallas, TX 75201

*Widely*

BARBARA T. SCOTT, CLERK  
CHARLOTTE COUNTY  
OR BOOK 02599  
PGS 1955-1957 (3 Pg(s))  
FILE NUMBER 1306100  
RECORDED 12/15/2004 10:20:41 AM  
RECORDING FEES 27.00  
INDEX FEES 6.00

**SUPPLEMENTAL PLEDGE AND ASSIGNMENT OF NOTES RECEIVABLE AND  
CONSUMER MORTGAGES**

**KNOW ALL MEN BY THESE PRESENTS** that in consideration of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the undersigned, **NATIONAL RECREATIONAL PROPERTIES OF PORT CHARLOTTE, LLC**, a Florida limited liability company and **NATIONAL RECREATIONAL PROPERTIES OF SUGARMILL**, a Florida limited liability company (collectively, "Assignor"), the address of which is 9 Goodyear, Irvine, California 92618, hereby grant, assign, and transfer to and in favor of **CAPITALSOURCE FINANCE LLC**, a Delaware limited liability company ("Assignee"), having its principal office at 4445 Willard Avenue, 12<sup>th</sup> Floor, Chevy Chase, Maryland 20815, all of the Assignor's right, title and interest as mortgagee under those certain hereinafter described mortgage(s) ("**Mortgage(s)**") and all powers, covenants and provisions therein contained, together with the promissory note(s) secured by such Mortgage(s) ("**Note(s)**"), and all monies due and to become due on account of such Mortgage(s), Note(s), and all rights, if multiple Mortgages, accrued or to accrue under such Mortgages and Notes.

Description of Mortgages assigned hereby:

[See Exhibit A attached hereto and  
incorporated herein by this reference]

The Mortgage(s) constitutes a lien on the property as described therein. The property, the and land lot(s) described in the Mortgage(s) refer to specific interests of Assignor in Port Charlotte [Describe Subdivision] located in [Citrus/Charlotte/other] County, State of Florida.

This Assignment has been made and delivered pursuant to the provisions of a Receivables Loan and Security Agreement dated as of June 30, 2004, among the Assignor and Assignee, as it may from time to time be amended (the "**Loan Agreement**") and pursuant and subject to the terms of a Master Pledge and Assignment of Notes Receivable and Timeshare-Interest Mortgages, recorded as Document No. 2004-0348/352 in the Real Property Records of Charlotte County, Florida, and as Document No. \_\_\_\_\_ in the Real Property Records of Citrus County, Florida.

**IN WITNESS WHEREOF**, the Assignor has executed this Supplemental Pledge and Assignment of Notes Receivable and Consumer Mortgages, effective as of JUNE 30, 2004.

2005 MAY 15 AM 8:20

FILED

013043.0224:283793.02

IMAGED IN PG


IN WITNESS WHEREOF, Assignor has caused this Master Assignment to be duly executed as of the date first written above.

ASSIGNOR:

NATIONAL RECREATIONAL PROPERTIES  
OF PORT CHARLOTTE, LLC

By:   
Name: Jeffrey P. Frieden  
Title: Manager

NATIONAL RECREATIONAL PROPERTIES  
OF SUGARMILL, LLC

By:   
Name: Jeffrey P. Frieden  
Title: Manager

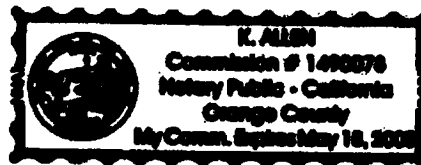
STATE OF CALIFORNIA

COUNTY OF Orange

On this 27th day of September, 2004, before me, appeared Jeffrey P. Frieden, to me known to be the person described herein, who being by me duly sworn, did say that he/she is the N/A, of National Recreational Properties of Port Charlotte, LLC and/or National Recreational Properties of Sugarmill, LLC, each a Florida limited liability company, and that said instrument was signed in behalf of said corporation by authority of its Board of Directors, and said officer acknowledged said instrument to be the free act and deed of said corporation.

WITNESS my hand and official seal.

Signature: 



[SEAL] 2025 MAY 15 AM 8:28  
ROSE & G. EATON  
CLERK OF CIRCUIT COURT  
CHARLOTTE COUNTY, FLA.

FILED

013043.0224:283793



# **Schedule 'A' Mortgages**

					Date Mortgage	Mortgage	Original Principal
881599	0069461-114609-1	PCH-S093-B4927-L009	Lot 9, Block 4927, PORT CHARLOTTE SUBDIVISION, SECTION 93, a subdivision according to the plat thereof, recorded in Plat Book 9, Pages 1A through 1Z4, of the Public Records of Charlotte County, Florida			Gregory Lyden	\$192,583.25
881804	0069461-083005-8	PCH-S093-B4921-L005	Lot 5, Block 4921, PORT CHARLOTTE SUBDIVISION, SECTION 93, a subdivision according to the plat thereof, recorded in Plat Book 9, Pages 1A through 1Z4, of the Public Records of Charlotte County, Florida			Kevin Duffy	\$192,673.25
881894	0065071-003100-0	PCH-S078-B4409-L031	Lot 31, Block 4409, PORT CHARLOTTE SUBDIVISION, SECTION 78, a subdivision according to the plat thereof, recorded in Plat Book 6, Pages 42A through 42J, of the Public Records of Charlotte County, Florida			George Lambert	\$155,883.25
881909	0032684-000000-8	PCH-S030-B1127-L014	Lot 14, Block 1127, PORT CHARLOTTE SUBDIVISION, SECTION 30, a subdivision according to the plat thereof, recorded in Plat Book 5, Pages 23A through 23F, of the Public Records of Charlotte County, Florida			Jean M. Mondesty	\$19,690.00
881928	0032704-000000-2	PCH-S030-B1128-L020	Lot 20, Block 1128, PORT CHARLOTTE SUBDIVISION, SECTION 30, a subdivision according to the plat thereof, recorded in Plat Book 5, Pages 23A through 23F, of the Public Records of Charlotte County, Florida			Debra Ann Quinones	\$24,690.00
881963	0064404-000800-0	PCH-S065-B3776-L008	Lot 8, Block 3776, PORT CHARLOTTE SUBDIVISION, SECTION 65, as per Plat thereof recorded in Plat Book 6, Page 8a thru 8p, of the Public Records of Charlotte County, Florida			Joy L. Doherty	\$24,790.00
881965	0064479-001400-2	PCH-S067-B3875-L014	Lot 14, Block 3875, PORT CHARLOTTE SUBDIVISION, SECTION 67, as per Plat thereof recorded in Plat Book 6, Page 5A, of the Public Records of Charlotte County, Florida			Barbara Kobus	\$24,790.00

ROGER D. EATON  
CLERK OF CIRCUIT COURT  
CHARLOTTE COUNTY, FLA

2025 MAY 15 AM 8:28

FILED

dp  
★

This instrument prepared by and  
after recording return to:  
Recreational Title Company, LLC  
Fieldstone Lester Shear & Denberg  
201 Alhambra Circle, Suite 601  
Coral Gables, Florida 33134

Att: *Siguen Trembley*

BARBARA T. SCOTT, CLERK  
CHARLOTTE COUNTY  
OR BOOK 02718  
PGS 0027-0028 (2 Pg(s))  
FILE NUMBER 1395816  
RECORDED 06/02/2005 08:22:04 AM  
RECORDING FEES 18.50

### MORTGAGE MODIFICATION AGREEMENT

THIS MORTGAGE MODIFICATION AGREEMENT (the "Agreement"), entered into this 21st day of January, 2005, by and between JOY L. DOHENY (hereinafter referred to as "Maker") and CAPITAL SOURCE (hereinafter referred to as "Holder") as assignee of the Mortgage from NATIONAL RECREATIONAL PROPERTIES OF PORT CHARLOTTE, LLC, a Florida limited liability company (hereinafter referred to as "Holder"), as used herein, shall include the successors and assigns thereof.

#### WITNESSETH:

A. Holder is the holder of that certain Mortgage, (the "Mortgage"), dated August 21, 2004 from Maker recorded September 01, 2004 in Official Records Book 02539, at Page 1750-1751, all of the Public Records of Charlotte County, Florida, encumbering certain property situate in Charlotte, Florida (the "Property") more particularly described as follows:

Lot 8, Block 3776, PORT CHARLOTTE SUBDIVISION, SECTION 65, as per Plat thereof recorded in Plat Book 6, Pages 8a thru 8p, of the Public Records of Charlotte County, Florida. Subject to restrictions, reservations and easements of record if any, and taxes.

for the purpose of securing payment of a promissory note of even date in the original principal amount of Twenty Four Thousand Seven Hundred Ninety and no/100 (\$24,790.00) Dollars (the "Note"), and assigned to Holder by National Recreational Properties of Port Charlotte.

NOW, THEREFORE, in consideration of the mutual covenants herein contained, and to induce Holder to agree to the requested modifications, it is agreed by and between Maker and Holder as follows:

1. That the above recitations are true and correct and are incorporated herein as though set forth in detail.

2. Maker acknowledges and confirms that the Mortgage constitutes a valid and binding first lien encumbrance on the Property, and that Maker is presently indebted to the Holder under the Note in the principal amount outstanding thereunder as of the date hereof, together with accrued interest thereon from the date last paid, as of the date hereof, without any defenses, set-offs or counterclaims.

3. The legal description on the Mortgage is amended as follows:

Lot 8, Block 3776, PORT CHARLOTTE SUBDIVISION, SECTION 65, as per Plat thereof recorded in Plat Book 6, Pages 3a thru 3p, of the Public Records of Charlotte County, Florida. Subject to restrictions, reservations and easements of records, if any, and taxes.

4. The Mortgage, as modified by this Agreement, shall continue to secure all of the obligations of Maker to Holder, whether now existing or hereafter created.

5. It is the intention of the parties hereto that nothing herein shall constitute a novation of the indebtedness secured by the Mortgage, and such indebtedness shall remain in full force and effect. In addition, the terms of this Agreement shall not operate to release, alter, impair, diminish, affect or further subordinate the lien, or the priority of the lien, of the Mortgage, or any other document securing or evidencing Maker's obligations to the Holder.

6. Except as modified herein, all of the terms, covenants and conditions of the Mortgage, are hereby ratified, confirmed and approved in all respects.

7. This Agreement shall be binding upon and inure to the benefit of Maker, Holder, and their respective heirs, personal representatives, successors and assigns, and the terms and provisions hereof, as well as the representations and warranties contained herein, shall survive the execution and delivery hereof.

2025 MAY 15 AM 8:28

FILED

8. MAKER AND HOLDER HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVE THE RIGHT EACH MAY HAVE TO A TRIAL BY JURY WITH RESPECT TO ANY LITIGATION BASED HEREON, OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT AND ANY AGREEMENT CONTEMPLATED TO BE EXECUTED IN CONJUNCTION HERewith, OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS (WHETHER VERBAL OR WRITTEN) OR ACTIONS OF THE PARTIES. THIS PROVISION IS A MATERIAL INDUCEMENT FOR HOLDER ENTERING INTO THIS AGREEMENT WITH MAKER.

IN WITNESS WHEREOF, MAKER and HOLDER, have caused these presents to be duly signed and delivered as of the date and year first above written.

WITNESSES AS TO MAKER:

MAKER:

JOY L. DOHENY

By: *JOY L. DOHENY*

X *Barbara D. McMahon*  
NAME: Barbara D. McMahon  
Please Print

X *James M. McMahon*  
NAME: James M. McMahon  
Please Print

WITNESSES AS TO HOLDER:

HOLDER:

CAPITALSOURCE FINANCE, LLC

By: *Perrette Brodrow*

As Its: General Counsel

*Jackie M. Mathewson*  
NAME: Jackie M. Mathewson  
Please Print  
*Dawn A. Thomas*  
NAME: Dawn A. Thomas  
Please Print

(Corporate Seal)



STATE OF NY )  
COUNTY OF NASSAU ) ss:

The forgoing instrument was acknowledged before me this 1 day of April, 2005 by JOY L. DOHENY. She is ☐ personally known to me or ☒ has produced NY ID as identification and did not take an oath.

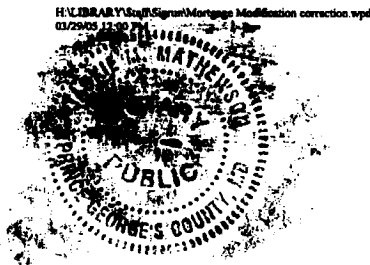
STUART H. LEVINE  
Notary Public, State of New York  
No. 8039005 Nassau County  
Commission Expires March 20, 2006

Print Name: STUART LEVINE  
My Commission expires: 3/20/06

STATE OF MD )  
COUNTY OF Montgomery ) ss:

The forgoing instrument was acknowledged before me this 3rd day of May, 2005 by Perrette Brodrow, the General Counsel of National Recreational Properties of Port Charlotte, LLC, a Florida limited liability company, on behalf of that entity. He/she is ☒ personally known to me or ☐ has produced \_\_\_\_\_ as identification and did not take an oath.

*Jackie M. Mathewson*  
NOTARY PUBLIC - STATE OF FLORIDA  
Print Name: Jackie M. Mathewson  
My Commission expires: 8/31/08



Page 2 of 2

2025 MAY 15 AM 8:20  
FILED