

PREPARED BY AND AFTER  
RECORDING RETURN TO:  
John Sawyer., Esq.  
Assistant General Counsel  
117 West Duval Street, Suite 480  
Jacksonville, FL 32202

**Note to Clerk: Documentary Stamp Taxes and Intangible Taxes have been calculated and paid in accordance with Paragraph 4 below.**

**MORTGAGE, COLLATERAL ASSIGNMENT AND LOAN DOCUMENT  
MODIFICATION AGREEMENT  
(Second Mortgage)**

**THIS MORTGAGE, COLLATERAL ASSIGNMENT AND LOAN DOCUMENT MODIFICATION AGREEMENT** (this “Agreement”) is entered into and executed as of the \_\_\_\_ day of \_\_\_\_\_, 2023, by and between **LIQUIDPROOF, LLC**, a Florida limited liability company, with offices at 2917 Borden Street, Jacksonville, Florida 32209 (the “Liquidproof”), and **TIMOTHY DANIELS** and **SANDRA DANIELS** (collectively, “Daniels”), whose address is 12790 Avalon Cove Drive South, Jacksonville, Florida 32224 (“Mortgagor”) and the **CITY OF JACKSONVILLE**, a Florida municipal corporation (“Mortgagee”), whose address is 117 W. Duval Street, Suite 275, Jacksonville, Florida 32202-ATTN: Office of Economic Development.

**RECITALS:**

**WHEREAS**, Mortgagee has made a mortgage loan (the “Loan”) to Mortgagor, which Loan is evidenced by that certain Promissory Note dated April 10, 2018 in the amount of \$61,000 executed and delivered by Mortgagor to Mortgagee (the “Prior Note”). The Prior Note is secured by that certain Mortgage and Security Agreement dated May 9, 2018 and recorded in Official Records Book 18384, page 775, of the current public records of Duval County, Florida (hereinafter referred to as the “Mortgage”); and

**WHEREAS**, Mortgagor executed and delivered to Mortgagee that Collateral Assignment of Rents and Leases dated April 10, 2018 (“**Collateral Assignment**”); and

**WHEREAS**, the Prior Note evidences advances made pursuant to the terms and conditions of the Prior Note and that certain Economic Development Agreement dated September 19, 2017, by and between Mortgagor and Mortgagee, as amended from time to time (collectively, the “EDA”); and

**WHEREAS**, the current principal balance outstanding under the Loan is FORTY-NINE THOUSAND ONE HUNDRED THREE AND 35/100 (\$49,103.35); and

**WHEREAS**, the Mortgage encumbers certain lands located in **Duval County**, Florida, being more particularly described on Exhibit A, attached to the recorded Mortgage (the “Mortgaged Property”); and

**WHEREAS**, Mortgagor has requested that Mortgagee extend the maturity date of the Prior Note, from June 1, 2023 through June 1, 2033, which Mortgagee has agreed to do in consideration for the covenants and promises herein contained herein and the execution of the “Amended and Restated Renewal Promissory Note” described herein and the modification of the Mortgage as hereinafter set forth; and

**WHEREAS**, Mortgagor has executed, contemporaneously herewith, that certain Amended and Restated Renewal Promissory Note in the principal amount of \$49,103.35 (the “Renewal Note”), which evidences the principal sum of the current unpaid principal balance of the Prior Note that was disbursed to Mortgagor and used pursuant to the EDA; and

**WHEREAS**, the Mortgage, Collateral Assignment, and all other documents evidencing or securing the Loan evidence by the Prior Note are hereinafter collectively referred to as the “Loan Documents:” and

**WHEREAS**, the parties to this Agreement now desire to modify and amend the Mortgage and Loan Documents as set forth in this Agreement.

**NOW, THEREFORE**, in consideration of the premises and Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency whereof being hereby acknowledged, Mortgagor and Mortgagee hereby covenant and agree as follows:

1. The Recitals set forth above are true and correct and are incorporated herein by this reference thereto. Unless otherwise defined, all capitalized terms used herein shall have the meaning ascribed to them in the Mortgage.

2. Mortgagor and Mortgagee acknowledge, confirm and agree that the current unpaid principal balance of the Prior Note is \$49,103.35, without setoff or counterclaim, and accrued interest on the Prior Note has been paid to July 1, 2023.

3. The Maturity Date of the Renewal Note, as set forth in paragraph two (2) of the Renewal Note, is June 1, 2033.

4. Contemporaneously herewith, Mortgagor has executed and delivered to Mortgagee an Amended and Restated Renewal Promissory Note (the “Renewal Note”) dated of even date herewith in the original principal amount of FORTY-NINE THOUSAND ONE HUNDRED THREE AND 35/100 (\$49,103.35). The Renewal Note has a final due date for the payment of principal and any unpaid accrued interest of June 1, 2033, and by this reference is made a part hereof. The Renewal Note is given to extend the Prior Note. The Renewal Note is intended to comply with the requirements of Section 201.09, Florida Statutes, and is intended to be exempt from Florida documentary stamp taxation thereunder. Accordingly, pursuant to Section 201.09, Florida Statutes, no Florida documentary stamp taxes or intangible taxes are due on this Agreement. The definition of Note in the Mortgage, Collateral Assignment and other Loan Documents shall include the Renewal Note.

5. Mortgagor covenants that it has not executed or delivered any documentation or made any promises or covenants to limit the maximum principal amount that may be secured by the Mortgage as authorized by F.S. Section 697.04.

6. Mortgagor warrants and represents that, as of the date hereof, accrued interest outstanding under the Prior Note has been paid through the date hereof, the Prior Note is secured by the Mortgage and the Prior Note is owing and unpaid. Mortgagor represents and warrants to Mortgagee that it has no defenses, claims or rights of offset to enforcement of the Prior Note, Mortgage, or any other documents evidencing or securing the Loan, including no defenses or counterclaims to foreclosure of the Mortgage and repossession or foreclosure of Mortgagee's security interest in all of the personal property described in the Mortgage, and Mortgagor hereby expressly waives and releases any defenses, claims, rights of offsets, and counterclaims, known or unknown, to the enforcement by the Mortgagee of the Prior Note, Mortgage, or any other documents evidencing or securing the Loan, which Mortgagor purports to have or may have. Mortgagor acknowledges and agrees that Mortgagee has fully complied with the terms and conditions of the Prior Note and Mortgage.

7. Mortgagor and Mortgagee acknowledge and agree that this Agreement and the Renewal Note described herein shall not constitute a novation of the indebtedness evidenced by the Prior Note and the Loan Documents, and further that the terms and provisions of the Mortgage and all of the other Loan Documents shall remain valid and in full force and effect except as may be hereinabove modified and amended.

8. The Mortgage is modified and amended to change the final due date for principal and any unpaid accrued interest to June 1, 2033.

9. Mortgagor covenants and agrees that all of Mortgagor's obligations under the Prior Note and Mortgage, excepting those provisions amended hereby, are and shall continue in full force and effect as written, and Mortgagor, by executing this Agreement, hereby ratifies and confirms Mortgagor's continuing liability under the Renewal Note and the covenants contained in the Mortgage.

10. Except as expressly modified by this Agreement, the Mortgage and the other Loan Documents shall remain in full force and effect in accordance with their terms.

11. This Agreement shall bind and inure to the benefit of the heirs, executors, administrators, successors and assigns of the parties to this Agreement.

12. This Agreement may be executed in any number of counterparts, all of which taken together shall constitute one and the same instrument and any of the parties or signatures hereby may execute this Agreement by signing such counterpart.

**[Remainder of page left blank intentionally; signatures on following pages.]**

**IN WITNESS WHEREOF**, Mortgagor and Mortgagee have executed this Agreement as of the date set forth above.

**Signed and Sealed in  
Our Presence:**

LIQUIDPROOF, LLC, a Florida limited liability  
company

\_\_\_\_\_  
Signature of 1<sup>st</sup> witness

**By:** \_\_\_\_\_

Name: \_\_\_\_\_

Its: \_\_\_\_\_

\_\_\_\_\_  
Printed name of 1<sup>st</sup> witness

\_\_\_\_\_  
Signature of 2<sup>nd</sup> witness

\_\_\_\_\_  
Printed name of 2<sup>nd</sup> witness

**STATE OF FLORIDA  
COUNTY OF DUVAL**

The foregoing instrument was acknowledged before me by means of (check one)  physical presence or  online notarization this \_\_\_\_ day of \_\_\_\_\_, 2023, by \_\_\_\_\_ the Chief Executive Officer of Liquidproof, LLC, a Florida limited liability company, on behalf of the company and is personally known to me or has produced \_\_\_\_\_ as identification.

\_\_\_\_\_  
Notary Public

My commission expires:

(Notary Seal)

Signed, sealed and delivered  
in the presence of:

\_\_\_\_\_  
Print Name: \_\_\_\_\_

\_\_\_\_\_  
Timothy Daniels, individually

\_\_\_\_\_  
Print Name: \_\_\_\_\_

STATE OF FLORIDA  
COUNTY OF DUVAL

The foregoing instrument was executed, acknowledged and delivered before me this \_\_\_\_  
day of \_\_\_\_\_, 2023, by Timothy Daniels, who [ ] is personally known to  
me or [ ] has produced \_\_\_\_\_ as identification.

(NOTARY SEAL)

\_\_\_\_\_  
Notary Public, State and County Aforesaid  
Print Name: \_\_\_\_\_  
My commission expires: \_\_\_\_\_  
My commission number: \_\_\_\_\_

Signed, sealed and delivered  
in the presence of:

\_\_\_\_\_  
Print Name: \_\_\_\_\_

\_\_\_\_\_  
Sandra Daniels, individually

\_\_\_\_\_  
Print Name: \_\_\_\_\_

STATE OF FLORIDA  
COUNTY OF DUVAL

The foregoing instrument was executed, acknowledged and delivered before me this \_\_\_\_  
day of \_\_\_\_\_, 2023, by Sandra Daniels, who [ ] is personally known to  
me or [ ] has produced \_\_\_\_\_ as identification.

(NOTARY SEAL)

\_\_\_\_\_  
Notary Public, State and County Aforesaid  
Print Name: \_\_\_\_\_  
My commission expires: \_\_\_\_\_  
My commission number: \_\_\_\_\_

**ATTEST:**

**CITY OF JACKSONVILLE,**  
a Florida municipal corporation

\_\_\_\_\_  
James R. McCain, Jr.  
Corporation Secretary

By: \_\_\_\_\_  
Donna Deegan, Mayor

Form Approved:

\_\_\_\_\_  
Office of General Counsel

STATE OF FLORIDA  
COUNTY OF DUVAL

The foregoing instrument was acknowledged before me by means of (check one)  physical presence or  online notarization this \_\_\_\_ day of \_\_\_\_\_, 2023, by Donna Deegan and James R. McCain, Jr., the Mayor and Corporation Secretary, respectively, of the City of Jacksonville, a Florida municipal corporation, on behalf of the corporation, who are personally known to me.

\_\_\_\_\_  
Notary Public, State of Florida at Large  
My Commission expires: \_\_\_\_\_  
Commission Number (if not on stamp): \_\_\_\_\_

(Notary Seal):

## **Exhibit A**

### **Mortgaged Property**

A parcel of land lying in the Charles F. Sibbald Grant, Section 55, Township 2 South, Range 26 East, Duval County Florida, and being more particularly described as follows: Commence at an iron pipe set in the Southerly right-of-way line of County Road No. 375, (Old Plank Road) where said right-of-way line is intersected by the Westerly boundary of Vernon Acres, Unit No. 1, as recorded in the Public Records of said County in Plat Book 13, page 52 and run North 88'38'00" West, along said right-of-way line 671.20 feet; run thence North 89'22'00" West continuing along said right-of-way line 456.03 feet to a second angle point in said right-of-way line; run thence North 88'38'00" West continuing along said right-of-way line, 33.41 feet to a point of curve; run thence in a Northwesterly direction, tangent to the last mentioned course, along the arc of a curve and concave to the Northeast having a radius of 666.67 feet, continuing along said right-of-way line a chord distance of 26.61 feet to an iron pipe for point of beginning: the bearing of the aforementioned chord being North 87'29'20" West; from the point of beginning thus described continue along said right-of-way line and along said curve a chord distance of 301.74 feet to an iron pipe; the bearing of said chord being North 73'15'55" West; run thence South 19'57'30" East a distance of 394.05 feet to an iron pipe; run thence North 65'41'15" East a distance of 155.94 feet to an iron pipe; run thence North 03'14'05" East a distance of 219.52 feet to the point of beginning.