

**FIXED RATE PROMISSORY NOTE
(INTEREST-ONLY PAYMENTS)**

Date: OCTOBER 29, 2014

\$ 125,000.00

FOR VALUE RECEIVED, the undersigned ("Borrower") promises to pay to A&D MORTGAGE LLC, A FLORIDA LIMITED LIABILITY COMPANY, ("Lender"), or order, at 1040 S. FEDERAL HWY, HOLLYWOOD, FLORIDA 33020

, or at such other place as Lender, may from time to time designate by written notice to Borrower, the sum of ONE HUNDRED TWENTY-FIVE THOUSAND AND 00/100

(\$ 125,000.00) Dollars; together with interest on the balance of unpaid principal from the date hereof at the per annum rate set forth below, computed on the basis of a full calendar year consisting of twelve equal calendar months.

DEFINITIONS. The following terms shall have the following meanings:

A. Additional Interest. The additional interest due and calculated at the Past Due Rate on the occurrence of any of the events specified in Section 7.

B. Borrower. KATHY JONES

C. Mortgage. The Mortgage and Security Agreement of even date herewith encumbering the Property.

D. Maturity Date. NOVEMBER 1, 2016 . The entire balance of principal and accrued interest and other amounts then outstanding on this Note are due and payable on the Maturity Date.

E. Past Due Charges. Ten (10%) Percent of the amount of each delinquent payment not received by the holder within TEN (10) DAYS after it is due. The late charge is not a penalty, but liquidated damages to defray administrative and related expenses due to such late payment. The late charge shall be immediately due and payable and shall be paid by the maker to the holder without notice or demand; provided, however, under no circumstances shall any such late charges be imposed which shall be in excess of the maximum legal interest rate chargeable under Florida law.

F. Past Due Rate. A rate of interest equal to the maximum interest rate allowed by applicable law.

G. Lender. A&D MORTGAGE LLC, or any future owner or holder of this Note, including pledges and transfers of this Note and/or Security Documents, or any of them, or any person or entity acquiring or owning a participation interest hereon or therein.

H. Property. The real property identified on the Mortgage, together with all improvements thereon, and all right, title and interest of Borrower, if any, in and to all trade names, hereafter used in connection with the operation of the Property, and all related marks, logos, and insignia.

I. Security Documents. The Mortgage and Security Agreement, the Assignment of Leases, Rents and Profits of even date herewith, and any other documents or instruments now or hereafter securing this Note, or evidencing or securing the obligations secured by the Mortgage.

J. Guarantors.

K. Other Terms. Capitalized terms used in this Note and not defined herein shall have the meaning given them in the Security Documents:

1. Interest Rate. The non-default interest rate hereunder shall be fixed at a rate of ELEVEN AND 000/1000 (11.000 %) PERCENT PER ANNUM.

2. Monthly Payments. Commencing on the 1st day of DECEMBER, 2014, and continuing on the 1st day of each and every month thereafter through and including NOVEMBER 1, 2016, Borrower shall make Interest-Only payments in the amount of ONE THOUSAND ONE HUNDRED FORTY-FIVE AND 83/100 (\$ 1,145.83) Dollars; Thereafter, on the Maturity Date, Borrower shall pay the remaining principal balance together with all accrued interest thereon.

3. Maturity Date. The entire balance of principal and accrued interest and other amounts then outstanding on this Note are due and payable on the Maturity Date.

BORROWER ACKNOWLEDGES THAT THIS NOTE REQUIRES A BALLOON PAYMENT OF THE ENTIRE PRINCIPAL AMOUNT, TOGETHER WITH ACCRUED INTEREST THEREON AT THE MATURITY DATE.

4. Application of Payments. Each payment hereunder shall be applied when received first to the payment of any unpaid Past Due Charge and then to the payment of current interest on the principal balance from time to time remaining unpaid and then to reduce principal, except that if any amounts due under the terms of any Security Document have not been repaid, then any monies received, at the option of Lender, may first be applied to repay such amounts and interest thereon and the balance, if any, shall be applied as herein specified. No such application by Lender shall constitute a cure or waiver of any default by Borrower under the Security Documents or under this Note.

5. Default; Acceleration. This Note is secured by the Mortgage and other Security Documents. If any payment required to be made by the terms of this Note, or by the terms of any Security Document is not paid on or before the due date therefor or in the event of any default on the part of Borrower in the performance of any other obligations on its part to be performed under this Note or any Security Document then, or at any time thereafter, the whole of the unpaid principal hereof, together with accrued interest and outstanding default interest, shall, at the election of Lender and WITHOUT REQUIREMENT OF NOTICE of such election, become immediately due and payable. Lender's election may be exercised at any time after such event, and the acceptance of one or more payments hereon from any person thereafter shall not constitute a waiver of Lender's election, or of its option to make such election.

6. Prepayment; No Prepayment Fee. Partial prepayments of less than \$10,000.00 are prohibited. Partial prepayments are permissible only in increments of \$10,000.00. The entire principal amount outstanding may be prepaid in full upon any scheduled payment date; provided, however, Borrower shall give Lender thirty (30) days prior written notice of the intended prepayment. After maturity or default, this Promissory Note shall bear interest at the highest rate permitted under applicable law. Notwithstanding any partial prepayment, the amount of the monthly payment, as reflected in paragraph 2 herein above, shall remain the same, and all amounts above actual accrued interest shall be credited appropriately by Lender.

7. Past Due Charge and Past Due Interest Rate. Borrower recognizes and acknowledges that the failure to make any payment, on or before the date when due hereunder or to be made under any Security Document, will result in losses and additional expenses to Lender in servicing the indebtedness evidenced hereby, and in losses due to Lender's loss of the use of funds not timely received. Borrower further acknowledges and agrees that in the event of any such failure, Lender would be entitled to damages for the detriment proximately caused thereby, but that it would be extremely difficult and impracticable to ascertain the extent of or compute such damages. Therefore, if for any reason Borrower fails to pay when due any interest or principal under this Note, including any payment due at maturity or upon acceleration, or fails to pay any amounts due under any of the Security Documents, or if payment of the principal amount hereof is not made on the Maturity Date of this Note or after acceleration of the indebtedness under this Note, Borrower shall pay to Lender, in addition to any such delinquent payment, an amount equal to the Past Due Charge calculated on such delinquent payment. In addition, if for any reason Borrower fails to make any such payment when due, then each such delinquent payment shall also bear Additional Interest, commencing on the day following the date such delinquent payment was due and continuing for so long as the delinquency continues, regardless of whether or not there has been an acceleration of the indebtedness under this Note, computed at the Past Due Rate until paid, such Additional Interest to be compounded annually. Borrower acknowledges that the Past Due Charge and Additional Interest agreed to hereunder represent the reasonable estimate of those damages which would be incurred by the Lender, and a fair return to Lender of the loss of the use of the funds not timely received from Borrower on account of a default by Borrower as herein specified, established by Borrower and Lender through good faith consideration of the facts and circumstances surrounding the transaction contemplated under this Note as of the date hereof, but that such Past Due Charge and Additional Interest are in addition to, and not in lieu of, any other right or remedy available to Lender from the date of default through and including the foreclosure sale. If any federal or state law applicable pursuant to Section 12.6 below proscribes the imposition of a past due charge in the amount of the Past Due Charge herein specified, or limits the rate of the Additional Interest that may be charged to a rate less than the Past Due Rate herein specified, then the maximum charge or rate permitted by such law shall be charged by Lender for the Purposes of this Section.

8. Collection and Enforcement Costs. Borrower agrees to pay all costs of collection, including reasonable attorneys fees (whether or not for salaried attorneys regularly employed by Lender) and all costs of any action or proceeding (including, but without limitation, commencement of non-judicial foreclosure or private sale), in case any payment is not paid when due, or in case it becomes necessary to enforce any other obligation of Borrower hereunder or to protect the security for the indebtedness evidenced hereby, or for the foreclosure by Lender of the Mortgage and Security Agreement or any other Security Document, or for the premium payable for an Owner's policy of Title Insurance in the event Lender acquires title to the Property (or any portion thereof) through foreclosure of the Mortgage or acceptance of a deed in lieu of foreclosure, or in the event Lender is made a party to any litigation because of the existence of the Security documents, or any of them. All such costs are secured by the Mortgage and Security Agreement and other Security Documents. Borrower understands and agrees that Lender's attorneys are physically located in Broward County, Florida, and that all of the costs referred to above, will include all fees and costs incurred in traveling to and from the jurisdiction where this property is located. In any court action reasonable attorney fees shall be determined by the Court based on affidavits submitted by the parties and no expert testimony shall be permitted unless specifically ordered by the Court. As an alternative, at the option of the party seeking the award of a reasonable attorney fee, provided that the attorney fee sought from the Court does not exceed ten percent (10%) of the principal balance on the note secured hereby, it shall not be necessary for the Court to determine what would constitute a reasonable and just attorney fee and the parties hereby agree that such a fee is reasonable and just in accordance with section 687.06, Florida Statutes.

9. Waivers. Borrower waives diligence, presentment, protest and demand, notice of protest, of demand, of nonpayment, of dishonor of default and of maturity and agrees that time is of the essence of every provision hereof; and consents to any and all renewals, extensions or modifications of the terms hereof or the Security Documents, or any of them, including time for payment, and further agrees that any such renewal, extension or modification, or the release or substitution of any person or security for the indebtedness evidenced hereby, shall not affect the liability

of any such parties for the indebtedness evidenced by this Note or the obligations under the Security Documents. Any such renewals, extensions, modifications, releases or substitutions may be made without notice to any of such parties.

10. Remedies Cumulative. The rights and remedies of Lender as provided in this Note and in the Security Documents shall be cumulative and concurrent and may be pursued singly, successively or together against Borrower, the Property, or any other persons or entities who are, or may become liable for all or any part of this indebtedness, more specifically including the Guarantors hereof, and any other funds, property or security held by Lender for the payment hereof, or otherwise, at the sole discretion of Lender. Failure to exercise any such right or remedy shall in no event be construed as a waiver or release of such rights or remedies, or the right to exercise them at a later time. The right, if any, of Borrower, and all other persons or entities who are or may become liable for this indebtedness, to plead any and all statutes of limitation as a defense is expressly waived by each and all such parties to the full extent permissible by law.

11. Mortgage Provisions Regarding Transfer, Successors. The Mortgage securing this Note contains provisions for the acceleration of the indebtedness evidenced hereby upon a Transfer specified in the Mortgage, the provisions hereof shall be binding on the heirs, legal representatives, guarantors, successors and assigns of Borrower and shall inure to the benefit of the successors and assigns of Lender.

12. Miscellaneous.

12.1 Payment in Lawful Money; No Offsets. All payments due hereunder shall be made in lawful money of the United States of America. All sums due hereunder shall be payable without offset, demand, abatement of counterclaim of any kind or nature whatsoever, all of which are hereby waived by Borrower.

12.2 Fee for Statement. For any statement regarding the obligations secured hereby requested to be furnished by Lender, Borrower shall pay the fee then charged by Lender therefore, not to exceed, however, the maximum fee, if any, allowed to be charged by Lender by law at the time such statement is requested.

12.3 Servicing Fees. The Lender has the right to transfer the servicing of this loan to any servicing agent of its choice. In the event that there are any charges incurred in connection with the servicing of this loan, any and all charges associated with the servicing shall be paid by the Borrower. The servicing agent shall provide Borrower with notice of the cost of servicing which shall be added to the regular monthly payment set forth in Paragraph 2 of this Note.

12.4 No Amendment or Waiver Except in Writing. This Note may be amended or modified only by a writing duly executed by Borrower and Lender, which expressly refers to this Note and the intent of the parties to amend this Note. No provision of this Note may be waived by Lender, except by instrument in writing executed by Lender which expressly refers to this Note, and no such waiver shall be implied from any act or conduct of Lender, or any omission by Lender to take action with respect to any provision of this Note or any Security document. No such express written waiver shall affect any other provision of this Note, or cover any default or time periods or event, other than the matter as to which as express written waiver has been given.

12.5 No Intent of Usury. None of the terms and provisions contained in this Note, or in any Security document, or in other documents or instruments related hereto, shall ever be construed to create a contract for the use, forbearance or detention of money requiring payment of interest at a rate in excess of the maximum interest rate permitted to be charged by applicable federal or state laws or regulations governing this Note ("Usury Laws"). Borrower shall never be required to pay interest on this Note at a rate in excess of the maximum interest that may be lawfully charged under such Usury Laws, as made applicable by the final judgment of a court of competent jurisdiction, and the provisions of this Section shall control over all other provisions hereof and of any other instrument executed in connection herewith or executed to secure the indebtedness evidenced hereby, which may be in apparent conflict with this Section. If Lender collects monies which are deemed to constitute interest which would

otherwise increase the effective interest rate on this Note to a rate in excess of that permitted to be charged by such Usury Laws, all such sums deemed to constitute interest in excess of the maximum rate shall, at the option of Lender, either be credited to the payment of principal or returned to Borrower.

12.6 Governing Law. This Note shall be governed by and construed and enforced in accordance with the laws of the United States of America, and any rules, regulations, or orders issued or promulgated thereunder, applicable to the affairs of, or transactions entered into by, Lender and this Note shall, to the extent not covered thereby, otherwise be governed by and shall be construed and enforced in accordance with the laws of Florida, venue lying in the county in which the mortgaged property securing this Note is situated.

12.7 Certain Rules of Construction. The heading of each Section of this Note are for convenience only and do not define or limit any provision of this Note. The Provisions of this Note shall be construed as a whole according to their common meaning, not strictly for or against any party, person or entity who is or may become liable for the payment of this Note, and to achieve the objectives of the parties unconditionally to impose on Borrower the indebtedness evidenced by this Note.

12.8 Severability. If any terms of this Note, or the application thereof to any person or circumstances, shall be invalid or unenforceable, the remainder of this Note, or the application of such term to persons or circumstances other than those as to which it is invalid or unenforceable, shall not be affected thereby and each term of this Note shall be valid and enforceable to the fullest extent permitted by law.

12.9 Post-judgment interest. Post judgment interest shall accrue on all sums found to be due and owing from the makers, endorsers, guarantors and all other parties liable hereunder, at the highest rate allowed by applicable law.

13. Documentary Tax. The state documentary tax due on this Note has been paid and the proper stamps have been affixed to the Mortgage securing this indebtedness.

14. Waiver of right to Jury Trial. Each borrower and endorser hereby knowingly, voluntarily and intentionally waives the right either may have to a trial by jury in respect of any litigation based hereon or arising out of, under or in connection with this Promissory Note, the Mortgage, the security documents executed in connection therewith, or any course of conduct, course of dealing, statements (whether verbal or written) or actions of any party. This provision is a material inducement to the making of the loan to maker by the lender and lender's successors and assigns, and to the advance or other extension of credit to the maker. Maker represents and warrants that the waivers contained in this paragraph have been freely and voluntarily made after reviewing same with counsel of maker's choice. This provision shall be binding upon any party who, at anytime hereafter, assumes the obligation to pay this Promissory Note.

15. Automatic Payments. Borrower shall make all payments required hereunder via "ACH" automatic debit. In the event that any such debit is rejected by the Borrower's selected financial institution, a fee of \$100.00 for such rejection shall become immediately due and payable to Lender.

IN WITNESS WHEREOF, the undersigned has executed this Note on the day and year set forth above.

MY COMPANY LLC

By:

Borrower KATHY JONES, MEMBER Date

Borrower Date

Borrower Date

Borrower Date

Borrower Date

Borrower Date

By:

Guarantors KATHY JONES, MEMBER Date

Guarantors Date

Loan Originator: VICTOR DOUDNIK, NMLSR ID 344681

Loan Originator Organization: A&D MORTGAGE LLC, NMLSR ID 958660