

M E M O R A N D U M

June 26, 2001

TO: DIVISION OF RECORDS AND REPORTING

FROM: DIVISION OF LEGAL SERVICES (CROSBY)

RE: DOCKET NO. 010382-SU - APPLICATION FOR TRANSFER OF  
CERTIFICATE NO. 515-S IN POLK COUNTY FROM ABCA, INC. TO  
WEST LAKELAND UTILITIES, INC.

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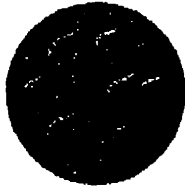
Attached is a FAX copy of a letter, with attachments, dated June 22, 2001, from Ms. Suzzane A. Britt, President, West Landland Wastewater, Inc., transmitting additional information regarding the transfer. **PLEASE PLACE THIS INFORMATION IN THE ABOVE-REFERENCED DOCKET FILE.** The hard copy of this information will be filed with the Division of Records and Reporting upon receipt. Thanks.

alc

Attachments

cc: Division of Regulatory Oversight (Brady)

DOCUMENT NUMBER DATE  
07907 JUN 26 01  
FPSC-RECORDS/REPORTING



West Lakeland Wastewater, Inc.  
West Lakeland Wastewater, Inc.

June 22, 2001

Dear Ms Alice Crosby,

On March 29 Mr. Dennis Corbett faxed me these UBR forms. He said we could have the corporation for whatever he had in it, which included no assets what so ever.

On March 30, we mailed it with our check to Tallahassee with the fees that had not been paid for the Annual Renewal of the corporation. I filled out the forms to change the names, putting me as President and Sam as Vice President and I changed the address and registered agent. I also requested a certificate of Incorporation. This was all done before we submitted our packages to the PSC.

On several occasions I called Mr. Corbett and asked him how much money I owed for the corporation and he said he would have to get with Brian Kuehner and see what his costs were. He said not much and not to worry.

I gave everything to our attorney and he was doing the corporate book and other things. This was when he realized that Mr. Corbett needed to sign a form over to us for the shares of corporation so we could amend the articles. This was after the PSC issued an approval on June 6, 2001. We had changed it on March 30 with the state but the final order was not done until June 6, 2001. We called Mr. Corbett once again and asked him how much we owed him for the corporation. He called back and told Sam \$20,000. Needless to say I got on the stick, paid \$87.50 and filed for a new corporation. I changed all the bank account names and the Federal Tax Id number with the IRS. Mr. Corbett's name was never used in any of the forms. Mr. Corbett's name or financials were never used in order to get the papers done with the PSC. The only thing that we did, with his permission, was use that blank corporation that he had and said he would give to us for the amount of money he had into it. I'm sure the amount was not \$20,000. This boils down to extortion on his part.

PO Box 266  
2903 Brooks Street  
Eaton Park, FL 33840  
Phone 863-665-1748 x25, x33  
Fax 863-667-1748



West Lakeland Wastewater, Inc.  
West Lakeland Wastewater, Inc.

Well, on June 20 we closed on the property and WWTP. The WWTP and spray field is titled to West Lakeland Wastewater, Inc., Sam A. Averett and Suzzane A. Britt. See attached closing statements and deeds.

Thank You,

*Suzzane A. Britt*

Suzzane A. Britt  
President

22 pages Total  
faxed  
6-22-01

PO Box 266  
2903 Brooks Street  
Eaton Park, FL 33840  
Phone 863-665-1748 x25, x33  
Fax 863-667-1748

# FLORIDA DEPARTMENT OF STATE DIVISION OF CORPORATIONS

## 2001 UNIFORM BUSINESS REPORT

**FILE NOW!**  
Report Due by May 1, 2001



### FIRST NOTICE:

It is the responsibility of each business entity to ensure that this report is received and filed by the Department of State on or before May 1, 2001. ALL REPORTS NOT COMPLETED IN ACCORDANCE WITH THE INSTRUCTIONS WILL BE RETURNED FOR CORRECTION(S). THE CORRECTED REPORT MUST BE RETURNED WITHIN 30 DAYS.

CR2E034

2001 UNIFORM BUSINESS REPORT (UBR)

DOCUMENT # P00000071733

1. Entity Name  
WEST LAKELAND UTILITIES, INC.

Principal Place of Business Mailing Address  
3900 SOUTH FLORIDA AVE 3900 SOUTH FLORIDA AVE  
LAKELAND FL 33813 LAKELAND FL 33813



DO NOT WRITE IN THIS SPACE

2. Principal Place of Business 3. Mailing Address  
2901 Brooks St P.O. Box 2660  
Suite Apt # 01C Suite Apt # 01C  
Lakeland FL Eaton PK FL  
City & State City & State

4. FEI Number  Applying For  Not Applying

5. Certificate of Status Desired  \$8.75 Additional Fee Required

6. Name and Address of Current Registered Agent 7. Name and Address of New Registered Agent

~~CORBETT, R. DENNIS~~  
3900 SOUTH FLORIDA AVE  
LAKELAND FL 33813  
*Delete*

Suzanne A. Britt  
Street Address: (P.O. Box Number is Not Acceptable)  
2901 Brooks St

City Lakeland FL Zip Code 33803

8. This above named entity submits this statement for the purpose of changing its registered office or registered agent or both in the State of Florida

SIGNATURE *Suzanne A. Britt* DATE

9. This corporation is eligible to satisfy its intangible tax filing requirements and elect to do so   
FILE NOW!!! FEE IS \$150.00  
After MAY 1, 2001 Fee will be \$550.00  
Make Check Payable to Department of State  
10. Election Campaign Financing Trust Fund Contribution  \$5.00 May Be Added to Fees

11. OFFICERS AND DIRECTORS		12. ADDITIONS/CHANGES TO OFFICERS AND DIRECTORS IN 11	
TITLE NAME STREET ADDRESS CITY, ST, ZIP	D CORBETT, R. DENNIS 3900 SOUTH FLORIDA AVE LAKELAND FL 33813 <input checked="" type="checkbox"/> Delete	TITLE NAME STREET ADDRESS CITY, ST, ZIP	Suzanne A. Britt, Pres <input checked="" type="checkbox"/> Change <input checked="" type="checkbox"/> Add 2901 Brooks St Lakeland FL 33840
TITLE NAME STREET ADDRESS CITY, ST, ZIP	<input type="checkbox"/> Delete	TITLE NAME STREET ADDRESS CITY, ST, ZIP	Sam A. Averett, Vice <input type="checkbox"/> Change <input checked="" type="checkbox"/> Add 2901 Brooks St Lakeland FL 33840 Resident
TITLE NAME STREET ADDRESS CITY, ST, ZIP	<input type="checkbox"/> Delete	TITLE NAME STREET ADDRESS CITY, ST, ZIP	<input type="checkbox"/> Change <input type="checkbox"/> Add
TITLE NAME STREET ADDRESS CITY, ST, ZIP	<input type="checkbox"/> Delete	TITLE NAME STREET ADDRESS CITY, ST, ZIP	<input type="checkbox"/> Change <input type="checkbox"/> Add
TITLE NAME STREET ADDRESS CITY, ST, ZIP	<input type="checkbox"/> Delete	TITLE NAME STREET ADDRESS CITY, ST, ZIP	<input type="checkbox"/> Change <input type="checkbox"/> Add
TITLE NAME STREET ADDRESS CITY, ST, ZIP	<input type="checkbox"/> Delete	TITLE NAME STREET ADDRESS CITY, ST, ZIP	<input type="checkbox"/> Change <input type="checkbox"/> Add

13. I hereby certify that the information supplied with this filing does not qualify for the exemption stated in Section 119.07(3)(i), Florida Statutes. I further certify that the information indicated on this report or supplemental report is true and accurate and that my signature shall have the same legal effect as if made under oath, that I am an officer or director of the corporation or the receiver or trustee empowered to execute this report as required by Chapter 607, Florida Statutes, and that my name appears in Block 11 or Block 12 changed or on an attachment with an address, with all other like empowered

SIGNATURE: *Suzanne A. Britt, President* 863 665-1248  
SIGNATURE AND TYPED OR PRINTED NAME OF SIGNING OFFICER/DIRECTOR Date Daytime Phone #

THIS CHECK IS DELIVERED FOR PAYMENT ON THE PARTIALLY ACCOUNT	
DATE	AMOUNT
West Lakeland Utilities, Inc.	
Filing Fee	150.00
Cert. of Status	8.75
TOTAL OF INVOICES	
LESS % DISCOUNT	
LESS FREIGHT	
LESS	
TOTAL DEDUCTIONS	
AMOUNT OF CHECK	158.75


502951

**AVERETT SEPTIC TANK CO., INC.**  
P.O. BOX 266 PH. 863-666-1748  
EATON PARK, FL 33840

DATE Mar. 30, 2001 63-5972  
831

PAY TO THE ORDER OF Department of State \$ 158.75

one-hundred fifty-eight and 75/100 DOLLARS

 **CITRUS & CHEMICAL BANK**  
LAKELAND, FLORIDA

Margaret Barba

**REDACTED**

# Uniform Business Report (UBR) Instructions

**PLEASE READ ALL INSTRUCTIONS CAREFULLY BEFORE COMPLETING THE REPORT. IF YOU NEED ASSISTANCE, PLEASE CALL (850) 488-9000.**

## Reminder:

1. Changes must be typed or printed in ink and legible.
2. Signature in Block 13.
3. Submit with total amount due in the form of a separate check for each filing. (Payable in United States Funds through a United States Bank to Department of State.) This office strongly recommends payment be made by check rather than money order. The cancelled check or money order is critical in settling a dispute regarding the proper filing of a report. It can be extremely difficult to obtain verification when a money order has been processed. Please verify with your bank that your check has cleared before calling for the status of your report.

- Block 1.** Block 1 is preprinted with the name, document number, mailing address and principal place of business as previously reported to our office. You cannot change the name on this form. You must file an amendment to change the name. If you filed an amendment after November 17, 2000, reflect the change of name in Block 1. If no name change has been filed, do not make changes to the form; file it as is and submit a name change amendment promptly. ALL REPORT FILING QUESTIONS SHOULD BE DIRECTED TO (850) 488-9000.
- Block 2 & 3.** If the principal place of business address in Block 1 is incorrect, enter the correct address in Block 2. If the preprinted mailing address in Block 1 is incorrect, enter the new mailing address in Block 3. A Post Office Box is acceptable.
- Block 4.** Complete Block 4 by entering your Federal Employer Identification (FEI) number or checking either applied for or not applicable. If "applied for" is preprinted in Block 4, you must now provide the FEI number. FEI numbers are not assigned by the Division of Corporations. For assistance with FEI numbers, call the IRS at (800) 829-1040.
- Block 5.** Should you desire a certificate reflecting your entity's status after the filing of this report, check the BOX in Block 5 and include an additional \$8.75 with your filing fee.
- Block 6.** The law requires that each entity have a Registered Agent with a Florida street address. If the computer entry in Block 6 is incorrect, enter the correct information in Block 7. There is no additional fee to change the Registered Agent on this form.
- Block 7.** If a new Registered Agent has been appointed, enter the new agent's name and/or address in box 7. This must be a Florida Street address. A P.O. Box or mail service is NOT acceptable for service of process. A CORPORATION CANNOT SERVE AS ITS OWN REGISTERED AGENT; however, a principal of the corporation can.
- Block 8.** The new Registered Agent must accept the obligations and this appointment by completing and signing in Block 8. No signature is necessary if the same Registered Agent is retained. If the Registered Agent is a different entity, the person signing must state their position with the entity. NOTE: Registered agent signature required when reinstating on this form.
- Block 9.** By checking the box, you indicate that the corporation: 1) Does not owe Intangible Personal Property Tax on its year 2000 tax return; 2) The corporation is not paying as agent for its stockholders and has notified shareholders of the market value of the stock; or 3) The corporation has no Florida shareholders. If the corporation checks box 9, an Intangible Personal Property Tax Return is not required to be filed with the Department of Revenue. Please direct all questions regarding the tax to the Department of Revenue at (800) 352-3671 (Florida only). Out-of-state callers must call (850) 922-4826 or (850) 922-7200.
- Block 10.** Florida law allows for a voluntary contribution of \$5.00 per taxpayer for the purpose of providing for public financing of political campaigns for the offices of the Governor and members of the Cabinet. If you would like to contribute, check the box in Block 10 and include an additional \$5.00 with the filing fee.
- Block 11.** Block 11 contains the officers/directors last reported to our office. If blank, you must list the name and address of all officers/directors in Block 12. Please do not make any marks in Block 11 unless deleting an officer; corrections or additions are to be made in Block 12.
- Block 12.** Block 12 is for changes or additions to the existing Officers/Directors in Block 11. Changes must be typed or printed and legible. List all officers/directors. Attach a separate sheet if necessary. Use the following type symbols on the title line: P=President; V=Vice President; T=Treasurer; S=Secretary; D=Director; C=Chairman; M=Managing Director. If a person holds more than one position, enter all positions, e.g., S/D; V/S; V/T/D. NOTE: A DIRECTOR MUST BE A NATURAL PERSON 18 YEARS OF AGE OR OLDER. NOTE: If officer or director's address is confidential pursuant to Section 119.07(3)(i) Florida Statutes, an alternate address must be provided. Officers/Directors must provide an address. Florida Statutes require a physical address be given. The provision of a post office box in Block 11, 12 or on an attachment is an affirmation under oath that no other address is available.
- Block 13.** This report must be signed in Block 13 with an original signature by an officer/director of the entity that is listed in Block 11, Block 12 if a change, or on an attachment. If the entity is in the hands of a receiver, it must be signed by the trustee or receiver. A signature placed on an attachment in lieu of placement in Block 13 is unacceptable.

Use enclosed envelope or mail to:

Uniform Business Report  
Division of Corporations  
P.O. Box 1500  
Tallahassee, FL 32302-1500

Other Correspondence Address:  
Division of Corporations  
P.O. Box 6327  
Tallahassee, FL 32314

Internet Address:  
<http://www.sunbiz.org>

Courier Address: (overnight delivery)  
Division of Corporations  
409 East Gaines Street  
Tallahassee, FL 32399

Phone: (850) 488-9000  
Hearing/Voice Impaired may call (850) 487-6096 (TDD)

### INFORMATION REGARDING RETURNED CHECK

If the check submitted with this report is returned by a bank for any reason, the report will be cancelled and considered not filed. The Department of State will dissolve/revoke the entity if a replacement payment with service charge and report are not resubmitted within the prescribed time frame.

## IMPORTANT INFORMATION

### ADMINISTRATIVE DISSOLUTION/REVOCATION VS. VOLUNTARY DISSOLUTION/WITHDRAWAL

If this corporation is no longer transacting business, it should consider filing articles of dissolution for a Florida corp. (607.1401 or 607.1403, F.S.) or a withdrawal application for a foreign corp. (607.1520, F.S.) The fee is \$35.00.

A Florida corporation that is administratively dissolved for failure to file its uniform business report continues its corporate existence, but may not carry on any business except that necessary to wind up and liquidate its business and affairs under 607.1405, F.S. and notify claimants under 607.1406, F.S. The authority of a foreign corporation ceases upon revocation of its certificate of authority for failure to file its uniform business report.

As always, the Division of Corporations recommends that competent legal counsel be consulted prior to making any decision affecting your corporate status.

For forms and information on filing articles of voluntary dissolution or a withdrawal application, please call (850) 487-6050.

### CONFIDENTIAL INFORMATION

Judges, or other individuals so authorized, who desire to exercise their confidentiality rights pursuant to Section 119.07(3)(i), Florida Statutes, when filing this document, should not provide any confidential information in this filing. There must, however, be an alternate address provided if the person eligible for the confidential exemption is to serve as the registered agent or an officer or director of the corporation, limited partnership or limited liability company for service of process reasons.

## STATUTORY CITATIONS

### 607.0122 Fees for filing documents and issuing certificates.

(19) Annual report: \$61.25

### 607.193 Supplemental corporate fee.

- (1) In addition to any other taxes imposed by law, an annual supplemental corporate fee of \$38.75 is imposed on each business entity that is authorized to transact business in this state and is required to file an annual report with the Department of State under s. 607.1622, s. 608.452, or s. 620.177.
- (2) (a) The business entity shall remit the supplemental corporate fee to the Department of State at the time it files the annual report required by s. 607.1822, s. 608.452, or s. 620.177.
- (b) In addition to the fees levied under ss. 607.0122, 608.452, and 620.182 and the supplemental corporate fee, a late charge of \$400 shall be imposed if the supplemental corporate fee is remitted after May 1.
- (3) The Department of State shall adopt rules and prescribe forms necessary to carry out the purposes of this section. Notwithstanding s. 607.1901, proceeds from the supplemental corporate fee, including any late charges, shall be deposited into the General Revenue Fund.

### 607.1622 Annual report for Department of State.

- (1) Each domestic corporation and each foreign corporation authorized to transact business in this state shall deliver to the Department of State for filing a sworn annual report on such forms as the Department of State prescribes that sets forth:
  - (a) The name of the corporation and the state or country under the law of which it is incorporated;
  - (b) The date of incorporation or, if a foreign corporation, the date on which it was admitted to do business in this state;
  - (c) The address of its principal office and the mailing address of the corporation;
  - (d) The corporation's federal employer identification number, if any, or, if none, whether one has been applied for;
  - (e) The names and business street addresses of its directors and principal officers;
  - (f) The street address of its registered office and the name of its registered agent at that office in this state;
  - (g) Whether the corporation has liability for intangible taxes under section 199.032. The Department of State shall annually prepare a list of those corporations that have indicated no intangible tax liability, and provide such list to the Department of Revenue; and

- (h) Language permitting a voluntary contribution of \$5 per taxpayer, which contribution shall be transferred into the Election Campaign Financing Trust Fund. A statement providing an explanation of the purpose of the trust fund shall also be included; and
- (i) Such additional information as may be necessary or appropriate to enable the Department of State to carry out the provisions of this act.
- (2) Proof to the satisfaction of the Department of State that on or before May 1 such report was deposited in the United States mail in a sealed envelope, properly addressed with postage prepaid, shall be deemed compliance with this requirement.
- (3) If an annual report does not contain the information required by this section, the Department of State shall promptly notify the reporting domestic or foreign corporation in writing and return the report to it for correction. If the report is corrected to contain the information required by this section and delivered to the Department of State within 30 days after the effective date of notice, it is deemed to be timely filed.
- (4) Each report shall be executed by the corporation by an officer or director or, if the corporation is in the hands of a receiver or trustee, shall be executed on behalf of the corporation by such receiver or trustee, and the signing thereof shall have the same legal effect as if made under oath, without the necessity of appending such oath thereto.
- (5) The first annual report must be delivered to the Department of State between January 1 and May 1 of the year following the calendar year in which a domestic corporation was incorporated or a foreign corporation was authorized to transact business. Subsequent annual reports must be delivered to the Department of State between January 1 and May 1 of the subsequent calendar years.
- (6) Information in the annual report must be current as of the date the annual report is executed on behalf of the corporation.
- (7) If an additional updated report is received, the department shall file the document and make the information contained therein part of the official record.
- (8) Any corporation failing to file an annual report which complies with the requirements of this section shall not be permitted to maintain or defend any action in any court of this state until such report is filed and all fees and taxes due under this act are paid and shall be subject to dissolution or cancellation of its certificate of authority to do business as provided in this act.
- (9) The department shall prescribe the forms on which to make the annual report called for in this section and may substitute the uniform business report, pursuant to s. 606.06, as a means of satisfying the requirement of this part.

## FREQUENTLY ASKED QUESTIONS

- (1) What is the filing fee prior to May 1, 2001? \$150.00
- (2) What is the due date?

Uniform business reports are due between January 1 and May 1 of the year following incorporation and every year after. Reports filed after May 1 are subject to a \$400.00 late fee. Sixty days notice of intent to administratively dissolve or revoke will be given to all corporations that have not filed the report. Corporations that have not filed after the sixty day notice has been given will be administratively dissolved or revoked. The Division makes every effort to mail to the last known address of the corporation a pre-printed prescribed form, and again the second notice form, advising of intent to administratively dissolve or revoke the corporation. It is the responsibility of the corporation to file the uniform business report on a timely basis; failure to receive the report is not an excuse for not filing. It is important that the corporation notify the Division of any address changes immediately.

- (3) Do I receive any form of acknowledgement of the filing of the uniform business report?
 

The Division does not mail out any form of acknowledgement of the filing of the uniform business report unless a certificate of status is requested and paid for.

- (4) What happens if I don't file the uniform business report?

Failure to file the uniform business report will result in the administrative dissolution or revocation of the corporation and it will no longer be recognized as an active corporation.

- (5) My corporation is Sub-Chapter S, do I need to file a uniform business report?

Yes, the uniform business report fee is a filing fee, not a tax. The corporation must file a report to maintain an active corporate status.

- (6) Does the Division assign FEI numbers or determine liability for intangible tax?

No, in both cases. FEI numbers are assigned by the Internal Revenue Service. For information, call (800) 829-1040. Intangible tax questions can be answered by the Florida Department of Revenue at (800) 352-3671 (Florida only). Out-of-state callers must call (850) 922-4826 or (850) 922-7200

- (7) What is a Registered Agent, and who can be the Registered Agent?

The Registered Agent is a person or entity that has agreed to accept service of process on behalf of the corporation. Any individual or entity, with the exception of the corporation itself, may be the registered agent as long as it has a Florida street address and has signed accepting the appointment of registered agent.



# IMPORTANT BUSINESS NEWS

## You Can Now File Your Uniform Business Report Online

- **Most Major Credit Cards Accepted, or**
- **Use Pre-Established "Sunbiz" E-File Account**

The Department of State's Division of Corporations is now offering the ability to file the Uniform Business Report (UBR) for profit and non-profit corporations, limited partnerships, and limited liability companies on the internet. This process should save you time, while helping to make statewide records as accessible and up-to-date as possible.

To file the UBR online, you enter your business entity Document Number found in Block 1 of the UBR and the Electronic Access Code Number found in the lower right hand corner of this page. The UBR file date will be the date that the UBR is correctly completed and transmitted online to the Division of Corporations. The UBR filing fee can either be deducted from a pre-established "SUNBIZ" E-Filing Account or you can use a credit card (most major credit cards are accepted). If the E-Filing Account has sufficient money on deposit to cover the UBR filing fee, the report will be accepted for processing immediately. If a credit card is used, the UBR will be reflected on the database within 24 hours of verification.

It is not difficult to file the UBR online. Just follow these instructions: Go to the Division's "SUNBIZ" page at [www.sunbiz.org](http://www.sunbiz.org), click on "Electronic Filing", and select the "Uniform Business Report". You will then be prompted with filing questions. Sunbiz.org and "Electronic Filing" can also be accessed through [www.myflorida.com](http://www.myflorida.com) website.

We hope you will take advantage of the electronic filing process. Should you have any suggestions or if the Division of Corporations can be of further assistance, please do not hesitate to e-mail us at [ubrcorp@mail.dos.state.fl.us](mailto:ubrcorp@mail.dos.state.fl.us) with your request.

**ELECTRONIC  
ACCESS CODE**

**0273**

P.006

TO: 352 271 9990



FLORIDA DEPARTMENT OF STATE  
Katherine Harris  
Secretary of State

DIVISION OF CORPORATIONS  
P.O. Box 6327  
Tallahassee, Florida 32314

PRESORTED  
FIRST-CLASS MAIL  
U.S. POSTAGE PAID  
FLORIDA DIVISION OF CORPORATIONS  
MCI

JUN 22 2001 2:34PM AVERETT SEPTIC TANK



TO: 0379227 AF ••AUTO T2 1 1201 33813-115199



P0000071733

WEST LAKELAND UTILITIES, INC.  
3908 SOUTH FLORIDA AVE  
LAKELAND FL 33813-1151

MAR 29 2001 16:01 FROM:

No. 7040 P. 9

# FLORIDA FIRST, INC.

## Licensed Real Estate Broker

3900 S. FLORIDA AVE., SUITE 300  
LAKELAND, FLORIDA 33813

Office Number: (863)648-4848

Fax Number: (863)646-7581

If there are problems with this transmission please call (863) 648-4848. Thank You

TO: SUSIE

COMPANY: \_\_\_\_\_

FAX NUMBER: \_\_\_\_\_

FROM: R DENNIS CORBETT

DATE: 3/28/01 NUMBER OF PAGES: -7- (Including Cover Sheet)

COMMENTS: ORIGINAL SENT TO YOU  
BY U.S. MAIL. LOOKS LIKE MAYBE  
YOU CAN FILE ON-LINE.  
I HAVE A CALL INTO BRIAN  
KUCHNER.  
JUST TALKED TO BRIAN & HE  
HAS ALREADY TALKED WITH YOU.  
Dennis



FLORIDA DEPARTMENT OF STATE  
Katherine Harris  
Secretary of State

June 11, 2001

SUZZANE A. BRITT  
P.O. BOX 266  
EATON PARK, FL 33840 US

The Articles of Incorporation for WEST LAKELAND WASTEWATER INC. were filed on June 7, 2001 and assigned document number P01000057717. Please refer to this number whenever corresponding with this office regarding the above corporation. The certification you requested is enclosed.

**PLEASE NOTE: COMPLIANCE WITH THE FOLLOWING PROCEDURES IS ESSENTIAL TO MAINTAINING YOUR CORPORATE STATUS. FAILURE TO DO SO MAY RESULT IN DISSOLUTION OF YOUR CORPORATION.**

A CORPORATION ANNUAL REPORT/UNIFORM BUSINESS REPORT MUST BE FILED WITH THIS OFFICE BETWEEN JANUARY 1 AND MAY 1 OF EACH YEAR BEGINNING WITH THE CALENDAR YEAR FOLLOWING THE YEAR OF THE FILING DATE NOTED ABOVE AND EACH YEAR THEREAFTER. FAILURE TO FILE THE ANNUAL REPORT/UNIFORM BUSINESS REPORT ON TIME MAY RESULT IN ADMINISTRATIVE DISSOLUTION OF YOUR CORPORATION.

A FEDERAL EMPLOYER IDENTIFICATION (FEI) NUMBER MUST BE SHOWN ON THE ANNUAL REPORT/UNIFORM BUSINESS REPORT FORM PRIOR TO ITS FILING WITH THIS OFFICE. CONTACT THE INTERNAL REVENUE SERVICE TO RECEIVE THE FEI NUMBER IN TIME TO FILE THE ANNUAL REPORT/UNIFORM BUSINESS REPORT AT 1-800-829-3676 AND REQUEST FORM SS-4.

SHOULD YOUR CORPORATE MAILING ADDRESS CHANGE, YOU MUST NOTIFY THIS OFFICE IN WRITING, TO INSURE IMPORTANT MAILINGS SUCH AS THE ANNUAL REPORT/UNIFORM BUSINESS REPORT NOTICES REACH YOU.

Should you have any questions regarding corporations, please contact this office at the address given below.

Gina Bullock, Document Specialist  
New Filing Section

Letter Number: 801A00035789

Division of Corporations - P.O. BOX 6327 - Tallahassee, Florida 32314

No. 7040 P. 11

Jun. 22. 2001 2:34PM AVERETT SEPTIC TANK

# State of Florida



## Department of State

I certify from the records of this office that WEST LAKELAND WASTEWATER INC. is a corporation organized under the laws of the State of Florida, filed on June 7, 2001.

The document number of this corporation is P01000057717.

I further certify that said corporation has paid all fees due this office through December 31, 2001, and its status is active.

I further certify that said corporation has not filed Articles of Dissolution.

Given under my hand and the  
Great Seal of the State of Florida  
at Tallahassee, the Capitol, this the  
Eleventh day of June, 2001



CR2EO22 (1-99)

*Katherine Harris*

Katherine Harris  
Secretary of State

# State of Florida



## Department of State

I certify the attached is a true and correct copy of the Articles of Incorporation of WEST LAKELAND WASTEWATER INC., a Florida corporation, filed on June 7, 2001, as shown by the records of this office.

The document number of this corporation is P01000057717.

Given under my hand and the  
Great Seal of the State of Florida  
at Tallahassee, the Capitol, this the  
Eleventh day of June, 2001



CR2EO22 (1-99)

*Katherine Harris*

Katherine Harris  
Secretary of State

**Electronic Articles of Incorporation  
For**

**P01000057717  
FILED  
June 07, 2001  
Sec. Of State**

WEST LAKELAND WASTEWATER INC.

The undersigned incorporator, for the purpose of forming a Florida profit corporation, hereby adopts the following Articles of Incorporation:

**Article I**

The name of the corporation is:

WEST LAKELAND WASTEWATER INC.

**Article II**

The principal place of business address:

2903 BROOKS STREET  
LAKELAND, FL. 33803

The mailing address of the corporation is:

P.O. BOX 266  
EATON PK., FL. 33840

**Article III**

The purpose for which this corporation is organized is:

ANY AND ALL LAWFUL BUSINESS.

**Article IV**

The number of shares the corporation is authorized to issue is:

7,500 PAR VALUE

**P01000057717**  
**FILED**  
**June 07, 2001**  
**Sec. Of State**

**Article V**

The name and Florida street address of the registered agent is:

SUZZANE A BRITT  
4737 HIGHLANDS PLACE CIRCLE  
LAKELAND, FL. US 33813

I certify that I am familiar with and accept the responsibilities of registered agent.

Registered Agent Signature: SUZZANE A. BRITT

**Article VI**

The name and address of the incorporator is:

SUZZANE A. BRITT  
P.O. BOX 266  
  
EATON PK, FL 33840

Incorporator Signature: SUZZANE A. BRITT



<b>A. U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT SETTLEMENT STATEMENT</b>  <b>Fidelity National Title Insurance Company of New York</b>  Date of Printing Wednesday, June 20, 2001, 10:38	<b>B. TYPE OF LOAN</b>		
	1. <input type="checkbox"/> FHA	2. <input type="checkbox"/> FmHA	3. <input type="checkbox"/> Conv Unins
	4. <input type="checkbox"/> VA	5. <input type="checkbox"/> Conv. Ins	
	6. ESCROW NUMBER: 01-018-1001894	7. LOAN NUMBER:	
8. MORTGAGE INSURANCE NUMBER:			

NOTE: THIS FORM IS FURNISHED TO GIVE YOU A STATEMENT OF THE ACTUAL SETTLEMENT COSTS. AMOUNTS PAID TO AND BY THE SETTLEMENT AGENT ARE SHOWN. ITEMS MARKED "(P.O.C.)" WERE PAID OUTSIDE OF THE CLOSING; THEY ARE SHOWN HERE FOR INFORMATIONAL PURPOSES AND ARE NOT INCLUDED IN THE TOTALS.

<b>D. NAME OF BORROWER:</b> West Lakeland Wastewater, Inc. P. O. Box 286 Eaton Park, FL 33840 and Sam Averret and Suzzane Britt	<b>E. NAME OF SELLER:</b> ABCA, Inc.	<b>F. NAME OF LENDER:</b> Colonial Bank
<b>G. PROPERTY LOCATION:</b> 830 Reynolds Road	<b>H. SETTLEMENT AGENT:</b> Fidelity National Title Insurance Company of New York  <b>PLACE OF SETTLEMENT:</b> 1556 Sixth Street, SE Winter Haven, FL 33880	<b>I. SETTLEMENT DATE:</b> 06/20/2001

<b>J. SUMMARY OF BORROWER'S TRANSACTIONS</b>		<b>K. SUMMARY OF SELLER'S TRANSACTIONS</b>	
100. GROSS AMOUNT PAID BY BORROWER		300. GROSS AMOUNT DUE TO SELLER	
101. Total Consideration	192,500.00	401. Total Consideration	192,500.00
102. Personal Property		402. Personal Property	
103. Settlement charges to borrower (line 1400)	8,708.00	403.	
104. CIAC Account	25,822.91	404. CIAC Account	25,822.91
105.		405.	
Adjustments: Items Paid by Seller in Advance		Adjustments: Items Paid by Seller in Advance	
106. City/Town Taxes		406. City/Town Taxes	
107. County Taxes		407. County Taxes	
108. Assessments		408. Assessments	
109.		409.	
110.		410.	
111.		411.	
112.		412.	
113.		413.	
114.		414.	
115.		415.	
116.		416.	
117.		417.	
118.		418.	
120. GROSS AMOUNT DUE FROM BORROWER	224,828.91	420. GROSS AMOUNT DUE TO SELLER	218,122.91
200. AMOUNT PAID BY BORROWER TO SELLER		500. AMOUNT PAID BY SELLER TO BORROWER	
201. Deposit or earnest money		501. Excess deposit (see inst.)	
202. Principal Amount of New Loan(s)	154,000.00	502. Settlement charges to seller (line 1400)	17,535.00
203. Existing loan(s) taken subject to		503. Existing loan(s) taken subject to	
204. Earnest Money Deposit	19,250.00	504.	
205.		505.	
206.		506.	
207.		507.	
208.		508.	
209.		509.	
Adjustments: Items Unpaid by Seller		Adjustments: Items Unpaid by Seller	
210. City/Town taxes		510. City/Town Taxes	
211. County Taxes fr 01/01/01 to 06/19/01	12.34	511. County Taxes fr 01/01/01 to 06/19/01	12.34
212. Assessments		512. Assessments	
213. County Taxes fr 01/01/01 to 06/19/01	794.56	513. County Taxes fr 01/01/01 to 06/19/01	794.56
214. County Taxes fr 01/01/01 to 06/19/01	484.04	514. County Taxes fr 01/01/01 to 06/19/01	484.04
215. County Taxes fr 01/01/01 to 06/19/01	1,100.08	515. County Taxes fr 01/01/01 to 06/19/01	1,100.08
216. County Taxes fr 01/01/01 to 06/19/01	1,117.69	516. County Taxes fr 01/01/01 to 06/19/01	1,117.69
217. County Taxes fr 01/01/01 to 06/19/01	701.30	517. County Taxes fr 01/01/01 to 06/19/01	701.30
218. Co. Tax fr 01/01/01 to 06/19/01	64.59	518. Co. Tax fr 01/01/01 to 06/19/01	64.59
219.		519.	
220. TOTAL PAID BY/FOR BORROWER	177,524.60	520. TOTAL REDUCTIONS IN AMOUNT DUE SELLER	21,809.60
300. CASH AT SETTLEMENT FROM TO BORROWER		600. CASH AT SETTLEMENT FROM TO SELLER	
301. Gross amount due from borrower (line 120)	224,828.91	601. Gross amount due to seller (line 420)	218,122.91
302. Less amounts paid by/for borrower (line 220)	177,524.60	602. Less reduction in amount due seller (ln 520)	21,809.60
303. CASH (XX FROM) ( TO) BORROWER	47,304.31	603. CASH ( FROM) (XX TO) SELLER	196,313.31

L. SETTLEMENT STATEMENT Date of Printing: Wednesday, June 20, 2001, 10:38		Escrow: 01-018-1001894	
700. TOTAL SALES/BROKER'S COMMISSION (see line 700) = 17,500.00		PAID FROM BORROWER'S FUNDS AT SETTLEMENT	PAID FROM SELLER'S FUNDS AT SETTLEMENT
Division of Commission (line 700) as follows:			
701.	11,375.00 - Transon Driggers		
702.	6,125.00 - Transon Fox		
703.	Commission paid at settlement		17,500.00
704.			
<b>800. ITEMS PAID BY BORROWER TO THE LENDER</b>			
801.	Loan Origination Fee - Colonial Bank		
802.	Loan Discount - Colonial Bank		
803.	Appraisal Fee - Colonial Bank		
804.	Credit Report - Colonial Bank		
805.	Lender's Inspection Fee - Colonial Bank		
806.	Mortgage Insurance Application Fee - Colonial Bank		
807.	Tax Service Fee Real Estate Tax Service	65.00	
808.	Document Preparation Fees D. Brian Kuehner	1,500.00	
809.	Loan Fee - Colonial Bank	1,000.00	
810.	Flood Certification Fee - Colonial Bank	15.00	
811.			
812.			
813.			
814.			
<b>900. ITEMS PROVIDED BY LENDER TO BE PAID BY BORROWER</b>			
901.	Int at 0.0000% fr // to //		
902.	Mortgage Insurance Premium		
903.	Hazard Insurance Premium to		
904.	Flood Insurance Premium to		
905.			
<b>1000. ANNUAL PROPERTY TAXES</b>			
1001.	Hazard Insurance months @ \$ per month		
1002.	Mortgage Insurance months @ \$ per month		
1003.	City property taxes months @ \$ per month		
1004.	County Impounds for 0 months @ \$126.22 per month		
1005.	Annual assessments months @ \$ per month		
1006.			
1007.			
1008.			
<b>1100. FIDELITY NATIONAL TITLE INSURANCE COMPANY OF NEW YORK</b>			
1101.	Settlement or closing fee to - Fidelity National Title Insurance Company of New York	350.00	
1102.	Abstract or Title Search		
1103.	Title Examination		
1104.	Title Insurance Binder		
1105.	Document preparation		
1106.	Notary fees		
1107.	Attorney Fees		
1108.	Title Insurance Fidelity National Title Insurance Company of New York	1,438.00	
<i>(Rate Endorsements and/or Simultaneous Loan Policy Minimum Risk Rate Premium - \$25.00)</i>			
1109.	Lender's coverage - ALTA Loan Policy (10-17-92) w/Florida Modific \$154,000.00 @ \$400.00		
1110.	Owner's coverage ALTA Owner's Policy (10-17-92) w/Florida Modi \$192,500.00 @ \$1,038.00		
1111.	Endorsement Fee(s) ALTA 8.1 Environmental Protection Lien	48.00	
1112.	Courier/Messenger Fees - Fidelity National Title Insurance Company of New York	17.50	
1113.	Wire Fee - Fidelity National Title Insurance Company of New York		35.00
1114.			
1115.			
1116.			
<b>1200. GOVERNMENT RECORDING FEES</b>			
1201.	Recording Fees: Deed \$ 19.50 Mortgage \$33.00 Releases \$0.00	52.50	
1202.	City/County tax/stamps: Deed \$ Mortgage \$		
1203.	State tax/stamps: Deed \$1,347.50 Mortgage \$539.00	1,886.50	
1204.	Intangible Tax - clerk of court	308.00	
1205.	Misc Recording - clerk of court	28.50	
<b>1300. ADDITIONAL SETTLEMENT CHARGES</b>			
1301.	Survey		
1302.	Post Inspection to		
1303.			
1304.			
1305.			
1306.			
1307.			
1308.			
1309.			
1310.			
1311.			
<b>1400. TOTAL SETTLEMENT CHARGES (enter on lines 103, Section J and 602, Section K)</b>		<b>6,706.00</b>	<b>17,535.00</b>

Wednesday, June 20, 2001, 10:38

File: 01-018-1001894

ATTACHMENT TO HUD

BUYERS: Sam A. Averett and Suzzane A. Britt

BUYER      SELLER

ADDENDUM TO HUD

File#: 01-018-1001894

I have carefully reviewed the HUD-1 Settlement Statement and to the best of my knowledge and belief, it is a true and accurate statement of all receipts and disbursements made on my account or by me in this transaction. I further certify that I have received a copy of the HUD-1 Settlement Statement.

BORROWER'S:

West Lakeland Wastewater, Inc., a Florida corporation

By: Sam A. Averett  
Sam Averett

By: Suzzane A. Britt  
Suzzane Britt

Sam A. Averett  
Sam A. Averett

Suzzane A. Britt  
Suzzane A. Britt

SELLER'S:

ABCA, Inc., a Florida corporation

By: \_\_\_\_\_  
Doug Carson

The HUD-1 Settlement Statement which I have prepared is a true and accurate account of this transaction. I have caused, or will cause, the funds to be disbursed in accordance with this statement.

Patricia J. Wilkinson  
Settlement Agent Patricia J. Wilkinson

\_\_\_\_\_  
Date 06/20/2001

WARNING: It is a crime to knowingly make false statements to the United States on this or any similar form. Penalties upon conviction can include a fine or imprisonment. For details see: Title 18 U.S. Code Section 1001 and Section 1010

Prepared by and return to:  
**D. Brian Kuehner**  
D. Brian Kuehner, P.A.  
4921 Southfork Drive, Ste. 4  
Lakeland, FL 33813-2078  
(863)646-3728  
File No.: 01R-3891  
Will Call No.:

I Hereby Certify This is a True  
& Correct Copy  
Fidelity National Title Ins. Co.  
1536 Sixth Street, SE  
Winter Haven, Florida 33880.

[Space Above This Line For Recording Data]

## MORTGAGE

**THIS IS A BALLOON MORTGAGE AND THE FINAL PRINCIPAL PAYMENT OR THE PRINCIPAL BALANCE DUE UPON MATURITY IS \$138,735.69, TOGETHER WITH ACCRUED INTEREST, IF ANY, AND ALL ADVANCEMENTS MADE BY THE MORTGAGEE UNDER THE TERMS OF THIS MORTGAGE.**

DATE: June 20, 2001

MORTGAGOR(name or names and mailing address)

West Lakeland Wastewater, Inc., a Florida corporation, Sam A. Averett and Suzanne A. Britt  
P.O. Box 266  
Eaton Park, FL 33840

MORTGAGEE(name or names and mailing address)

Colonial Bank  
5015 S. Florida Ave.  
Lakeland, FL 33813

AMOUNT OF INITIAL INDEBTEDNESS SECURED HEREBY:

\$154,000.00

DATE FINAL PAYMENT DUE:

(3) years from the date hereof

MAXIMUM PRINCIPAL INDEBTEDNESS, INCLUDING FUTURE ADVANCES, THAT MAY BE SECURED HEREBY:

\$ \_\_\_\_\_

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.

LEGAL DESCRIPTION:

See Exhibit "A" attached hereto and made a part hereof as if fully set forth herein.

THE ABOVE-DESCRIBED REAL PROPERTY IS NOT THE HOMESTEAD OF ANY OF MORTGAGORS.

1. Mortgage. In consideration of Ten Dollars and other valuable consideration received by Mortgagor (named above), Mortgagor hereby, on the date stated above, mortgages to Mortgagee (named above) the mortgage property described herein for the purposes identified below.

2. Secured indebtedness; future advances; maximum amount and time. This mortgage shall secure (a) the initial indebtedness of Mortgagor (and each of them, if more than one) to Mortgagee, as evidenced by a negotiable Promissory Note of even date herewith, executed by Mortgagor and payable to Mortgagee, in the amount specified above, (b) any future advances made by Mortgagee to Mortgagor (or any of them, if more than one), and (c) all other indebtedness of Mortgagor (and each of them, if more than one) to Mortgagee, however and wherever incurred or evidenced, whether primary, secondary, direct, indirect, absolute, contingent, sole, joint or several, due or to become due, or which may be hereafter contracted or acquired, whether arising in the ordinary course of business or otherwise. The total amount of indebtedness secured hereby may decrease or increase from time to time, but the total unpaid balance so secured at any one time shall not exceed the maximum principal amount specified above, plus interest thereon, and any disbursements made for the payment of taxes, levies, or insurance on the mortgaged property, and for maintenance, repair, protection, and preservation of the mortgaged property, with interest on such disbursements, all as provided in this mortgage. This mortgage shall not secure any future advances made more than twenty years from the date hereof.

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3. Payment of secured indebtedness. Mortgagor shall pay all indebtedness and perform all obligations secured hereby promptly when due. However, if any party signing this mortgage has not executed, endorsed, or guaranteed any promissory note or notes secured by this mortgage, then such party shall have no personal liability under or in connection with such promissory note or notes.

4. Title covenants. Mortgagor covenants that the mortgaged property is free from all encumbrances (other than this mortgage) except as may be specifically stated herein, that lawful seisin of and good right to encumber the mortgaged property are vested in Mortgagor, and that Mortgagor hereby fully warrants the title to the mortgaged property and will defend the same against the lawful claims of all persons whomsoever.

5. Improvements, fixtures, etc. This mortgage extends to and shall encumber all buildings, improvements, fixtures or appurtenances now or hereafter erected or existing upon the mortgaged property, including all elevators and all gas, steam, electric, water, cooking, refrigerating, lighting, plumbing, heating, air conditioning, ventilation, and power systems, machines, appliances, fixtures, and appurtenances, even though they be detached or detachable, all of which shall be deemed part of the mortgage property.

6. Maintenance and repair. Mortgagor shall permit, commit, or suffer no waste, impairment, or deterioration of the mortgaged property. Mortgagor shall maintain the mortgaged property in good condition and repair. If Mortgagor fails to do so, then Mortgagee, without waiving the option to foreclose, may take some or all measures that Mortgagee reasonably deems necessary or desirable for the maintenance, repair, preservation, or protection of the mortgage property, and any expenses reasonably incurred by Mortgagee in doing so shall become part of the indebtedness secured hereby, and shall, at the option of the Mortgagee, become immediately due and payable, and shall bear interest at the highest lawful rate specified in any note evidencing any indebtedness secured hereby. Mortgagee shall have no obligation to care for or maintain the mortgaged property, or, having taken some measures therefor, to continue the same or take other measures. If the mortgage covers a unit in a condominium or a planned unit development, Mortgagor shall perform all of Mortgagor's obligations under the declaration or covenants creating or governing the condominium or planned unit development, and the bylaws and regulations of the condominium or planned unit development and constituent documents.


7. Insurance. To keep and maintain, during the term of the Loan, (i) if required by the Mortgagee, a policy of general public liability insurance affording coverage to the Mortgagee as an additional insured in an amount of \$1,000,000.00 per person and \$3,000,000.00 in the aggregate for any occurrence; (ii) in the event that improvements requiring a certificate of occupancy in order to be lawfully occupied are either presently located, or contemplated to be constructed, on the Land, then, an "all perils" policy of "extended" or "broad-form" casualty insurance, insuring said improvements against casualty loss in an amount equal to at least one hundred percent of the full replacement cost of the improvements, existing or contemplated to be constructed upon the Land and, in any event, in an amount sufficient to prevent the Mortgagor from becoming a co-insurer with respect to any loss covered by said policy; and (iii) in the event that there are permanent improvements constructed upon the Land which improvements lie in a special flood hazard area designated as such, under the National Flood Insurance Program, then (x) a copy of flood insurance insuring said improvements, and (y) proof of payment of the premium due thereunder. The policies of insurance required to be provided and maintained hereunder shall be issued by a company or companies to be approved by the Mortgagee, and the policy or policies to be held by and payable to the Mortgagee; and in the event any sum of money becomes payable under such policy or policies, the Mortgagee shall have the option to receive and apply the same on account of the indebtedness hereby secured or to permit the Mortgagor to receive and use it, or any party thereof, for other purposes, without thereby waiving or impairing any equity, lien or right under or by virtue of this Mortgage. In the event the Mortgagor shall for any reason fail to keep the said premises so insured, or fail to deliver promptly any of the said policies of insurance to the Mortgagee, or fail promptly to pay fully any premium therefore, the Mortgagee may place and pay for such insurance or any part thereof without waiving or affecting the option to foreclose or any right hereunder, and each and every such payment so made by the Mortgagee shall be deemed to have been added to the outstanding principal balance then due under the Note, shall bear interest from the date thereof until paid by Mortgagor at the Default Rate and shall be secured by the lien of this Mortgage. In the event that the Mortgagor and Mortgagee have entered into a Loan Agreement or Construction Agreement in connection with the Loan from Mortgagee to Mortgagor evidenced by the Note, the terms and conditions of any such Loan Agreement relating to insurance shall be deemed to supplement the provisions set forth herein.


8. Rents and Profits. This mortgage shall extend to and encumber all rents, issues, profits, proceeds and revenues derived from the mortgaged property, but, Mortgagor may receive the same while this mortgage is not in default.

9. Receiver. If this mortgage fails into default, Mortgagee shall be entitled to the appointment of a receiver to take charge of the mortgage property, and the rents, issues, profits, proceeds and revenues arising therefrom, and hold the same subject to the direction of a court of competent jurisdiction, regardless of the solvency of Mortgagor or the adequacy of the security.

10. Taxes. Notwithstanding any other provision of this Mortgage, if the Mortgagor shall default in the payment of any tax, lien, assessment or charge levied or assessed against the Mortgage Property or premises, or if the same or any part thereof are or become delinquent, then Mortgagee, at its option, may at any time pay the same, together with any interest thereon and any accrued delinquency, redemption or other charges, fees, costs or expenses related thereto, and all payments made or costs incurred by the Mortgagee in connection therewith, shall be secured by lien of this Mortgage and shall be, without demand, immediately repaid by the Mortgagor to the Mortgagee with interest thereon from the date of such payment at the maximum rate provided by law, except that Mortgagee may in its sole discretion permit Mortgagor to make such repayment in monthly installments of

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,principal, together with said interest thereon, over a limited term of months established by Mortgagee (which monthly installments, if established by Mortgagee, may be prepaid by Mortgagor), and except that Mortgagee may in its sole discretion set the interest due on such payment at a rate less than the maximum rate provided by law. Mortgagee shall have no obligation on its part to determine that validity or necessity of any payment of taxes, etc., described herein and any such payment shall not waive or affect any option, remedy, lien equity or right of Mortgagee under or by virtue of this Mortgage, to include, without limitation, any right or option to foreclose same. Nothing herein shall be construed as requiring Mortgagee to advance or expend monies for any of the purposes mentioned in this paragraph.

11. Inspection. Mortgagee and Mortgagee's representatives may enter upon the mortgaged property for inspection at all reasonable times and in a reasonable manner, both before and after default.

12. Eminent domain. This mortgage extends to and shall encumber any judgements, awards, damages, and settlements hereafter rendered or paid and resulting from condemnation proceedings with respect to the mortgaged property or the taking of the mortgaged property or any part thereof under the power of eminent domain, and Mortgagee may require that any sums payable to the Mortgagor and arising out of the power of the eminent domain with respect to the mortgaged property shall be applied to the indebtedness secured hereby.

13. Enforcement and collection expenses. Mortgagor shall pay all expenses, including attorney's fees, reasonable incurred by Mortgagee with respect to collection of the indebtedness secured hereby or enforcement of Mortgagee's rights hereunder (including foreclosure or other litigation expenses and also including such costs and attorney's fees as may be incurred on appeal), arising out of any default by Mortgagor, and the amount thereof shall become part of the indebtedness secured hereby, and shall, at the option of the Mortgagee, become immediately due and payable, and shall bear interest at the highest lawful rate specified in any note evidencing any indebtedness secured hereby.



14. Acceleration upon default. If Mortgagor fails to pay any indebtedness secured hereby promptly when due (or within such grace period as may be provided in the note or notes evidencing the indebtedness), or if Mortgagor materially breaches any other covenant herein or otherwise materially defaults hereunder, then Mortgagee may declare all indebtedness secured hereby to be accelerated and immediately due and payable. Mortgagee's failure to declare an acceleration shall not impair the right to do so in the event of a continuing or subsequent breach or default.

15. Acceleration upon transfer of mortgaged property. If all or any part of the mortgaged property or an interest therein is sold or transferred by Mortgagor in any manner whatsoever without Mortgagee's prior written consent, excluding (a) the creation of a lien or encumbrance subordinate to this mortgage except a wrap-around mortgage; (b) the creation of a purchase money security interest for household appliance; (c) a transfer by devise, descent, or by operation of law upon the death of a joint tenant; or pursuant to a court order entered in proceedings for the dissolution of the marriage of tenants by the entirety, directing that the mortgaged property be transferred to one of the parties thereto; or (d) the grant of any leasehold interest of three (3) years or less not containing an option to purchase, Mortgagee may, at Mortgagee's option, declare all of the sums secured by this Mortgage to be accelerated and immediately due and payable. Mortgagee shall have waived such option to accelerate if, and only if, prior to the sale or transfer, Mortgagee and the person or persons to whom the property is to be sold or transferred reach agreement in writing that (i) the credit and such other matters as may be required by Mortgagee (including, without limitation, Mortgagee's approval of the skill, knowledge, ability, business performance, and experience) of such person or persons is satisfactory to Mortgagee, and (ii) the interest payable on the sum secured by this mortgage shall be at such rate as Mortgagee in its sole discretion shall determine; and (iii) Mortgagee shall have received payment of such amount as an assumption fee as Mortgagee in its sole discretion shall determine. In determining such rate or payment, or both, Mortgagee may, but is not required to, consider the Mortgagee's costs actually incurred, the credit worthiness of the transferee, the protection of the Mortgagee's security, the profitability of Mortgagee's loan portfolio, or any one or more of the foregoing. Mortgagee's right to accelerate this mortgage upon any sale or transfer of the mortgaged property or any interest therein is included in this mortgage as a material inducement to Mortgagee's making the loan or loans secured hereby and has been relied upon by Mortgagee in establishing the terms and conditions thereof; accordingly, the limitations contained in this paragraph shall be strictly construed against the Mortgagor and Mortgagor's successor(s) in interest and in favor of Mortgagee. If Mortgagee has waived the option to accelerate as provided in this paragraph, and if Mortgagor's successor(s) in interest and in favor of Mortgagee, if Mortgagee has waived the option to accelerate as provided in this paragraph, and if Mortgagor's successor(s) in interest executes a written assumption agreement, in form and substance satisfactory to Mortgagee, undertaking to pay all indebtedness secured hereby and to perform all obligations set forth herein, and if Mortgagor's successor(s) in interest executes such other agreements as Mortgagee may reasonably require, Mortgagee shall release Mortgagor from all obligations under this mortgage and note. If Mortgagee has not waived its option to accelerate as provided in this paragraph, Mortgagee may deal with the successor or successors in interest without any discharging or reducing Mortgagor's liability for Mortgagor's obligations secured hereby.

16. No waiver. No delay by Mortgagee in exercising any option, right, or remedy hereunder or otherwise afforded by law shall waive or preclude the exercise thereof during the continuance of any breach or default hereunder. No waiver by Mortgagee of any provision, breach, or default shall be a waiver of any other provision or a consent to any subsequent breach or default.

17. Default under other mortgages. If the mortgaged property or any part thereof is now or hereafter encumbered by other mortgage held by Mortgagee, then, at the option of Mortgagee, any default hereunder shall also be a default under each and all of such other mortgages, and any default under any of such other mortgages shall also, at Mortgagee's option, be a default hereunder. Any default by Mortgagor in any term, covenant, or

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No. 7041 P. 6/8

AVERRITT SEPTIC TANK

Jun. 22. 2001 2:39PM

provision of any other mortgage held by any other party that may now or hereafter encumber the mortgaged property, or any part thereof, shall, at the option of Mortgagee, also constitute a default hereunder.

18. Extensions, leniencies, and releases. Mortgagee may grant extensions of time for payment and other leniencies with respect to any indebtedness secured hereby, and may waive or fail to enforce any of Mortgagee's rights hereunder, and may release a portion or portions of the mortgaged property from the lien hereof, without releasing or diminishing the obligation or liability of any person constituting Mortgagor, or any guarantor or endorser.

19. Subrogation. Mortgagee shall be subrogated to the lien (notwithstanding its release of record) of any vendor, mortgagee, or other lienholder paid or discharged by the proceeds of any loan or advance made by Mortgagee to Mortgagor and secured hereby.

20. Release or satisfaction. Whenever there is no outstanding obligation secured hereby and no commitment to make advances, Mortgagee shall on written demand by Mortgagor give a release hereof, in recordable form.

21. General Provisions. The singular shall include the plural and any gender shall be applicable to all genders when the context permits or implies. If more than one person constitutes the Mortgagor, their covenants and obligations hereunder shall be joint and several. Mortgagee's rights expressed herein are in addition to and cumulative of any other rights and remedies provided by law. When the context permits, the terms "Mortgagor" and "Mortgagee" shall extend to and include their respective heirs, legal representatives, successors, and assigns. Any agreement hereafter made by Mortgagor and Mortgagee pursuant to this mortgage shall be superior to the rights of the holder of any intervening lien or encumbrance.


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.

**THIS IS A BALLOON MORTGAGE AND THE FINAL PRINCIPAL PAYMENT OR THE PRINCIPAL BALANCE DUE UPON MATURITY IS \$138,735.89, TOGETHER WITH ACCRUED INTEREST, IF ANY, AND ALL ADVANCEMENTS MADE BY THE MORTGAGEE UNDER THE TERMS OF THIS MORTGAGE.**

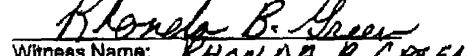
Executed at Polk County Florida on the date written above.


Signed, sealed and delivered in the presence of:


  
Witness Name: Pamela J. Wilkinson

  
Witness Name: RHONDA B. GREEN

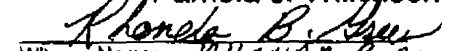
  
Witness Name: Pamela J. Wilkinson

  
Witness Name: RHONDA B. GREEN


  
Witness Name: Pamela J. Wilkinson


  
Witness Name: RHONDA B. GREEN

  
Witness Name: Pamela J. Wilkinson


  
Witness Name: RHONDA B. GREEN

West Lakeland Wastewater, Inc.  
a Florida corporation

By:   
Sam A. Averett  
Vice President



By:   
Suzanne A. Britt  
President

(Corporate Seal)

  
Sam A. Averett

  
Suzanne A. Britt

Fla. - PMM Mortgage

   
Initials Initials

State of Florida  
County of Polk

The foregoing instrument was acknowledged before me this 20th day of June, 2001 by Sam A. Averett, who [ ] is personally known or [ ] has produced a driver's license as identification.

[Notary Seal]



*Pamela J. Wilkinson*  
Notary Public

Printed Name: Pamela J. Wilkinson

My Commission Expires: \_\_\_\_\_

State of Florida  
County of Polk

The foregoing instrument was acknowledged before me this 20th day of June, 2001 by Sam A. Averett, Vice President and Suzzane A. Britt, President of West Lakeland Wastewater, Inc., a Florida corporation, on behalf of the corporation. They [ ] are personally known to me or [ ] have produced a driver's license as identification.

[Notary Seal]



*Pamela J. Wilkinson*  
Notary Public

Printed Name: Pamela J. Wilkinson

My Commission Expires: \_\_\_\_\_

State of Florida  
County of Polk

The foregoing instrument was acknowledged before me this 20th day of June, 2001 by Suzzane A. Britt, who [ ] is personally known or [ ] has produced a driver's license as identification.

[Notary Seal]



*Pamela J. Wilkinson*  
Notary Public

Printed Name: Pamela J. Wilkinson

My Commission Expires: \_\_\_\_\_

Fla. - PMM Mortgage

*SA* *SAB*  
Initials Initials