

Fébruary 4, 2014

George Sweatt Dorothy Sweatt 7109 Southeast Eighth St. Okeechobee, FL 34974 P.O. Box 697, LaBelle, Florida 33975 Phone: (863) 675-4242 Fax: (863) 675-1099 Moore Haven: (863) 946-1515

## CORRESPONDENCE BY CERTIFIED AND REGULAR MAIL

RE: Loan #00-067652-63

Dear Mr. & Mrs. Sweatt,

The mortgage you are a guarantor of at the First Bank of Clewiston, that was executed on 09/14/04 and note dated 09/14/04 is now in default. Freedom Ranch Inc. has failed to make the payment due on 01/01/14.

To prevent this mortgage from going into foreclosure, and to cure the default, the sum of \$9,350.11 needs to be paid by March 5, 2014. This amount includes the January and February payments plus late charges. The March 1, 2014 payment will also be due at this time. Failure to make the payment on or before the date specified may result in acceleration of the sum secured by the mortgage, foreclosure by judicial proceedings and sale of the property.

The WAFH Corporation has the right to reinstate this mortgage after acceleration and the right to assert in the foreclosure proceedings the nonexistence of default or any other defense to acceleration and foreclosure.

If the default is not cured on or before March 5, 2014 the First Bank of Clewiston, at its option, may declare all of the sums secured by the mortgage to be immediately due and payable without further demand and may foreclose the mortgage by judicial proceedings. First Bank of Clewiston shall be entitled to collect in such proceedings all expenses of foreclosure, including, but not limited to, reasonable attorney's fees and costs of documentary evidence, abstracts and title reports.

All delinquent payments must be received by the date specified. Any partial payments will be credited against the delinquent payments due however; if the full delinquent amount is not paid by March 5, 2014 then the bank may take the appropriate action with-out further notice to you.

PLEASE GOVERN YOURSELVES ACCORDINGLY.

Sincerely,

Tuesday R. Tritt Vice President MEMBER F.D.I.C.



January 7, 2014

P.O. Box 1237, Clewiston, Florida 33440 Phone: (863) 983-8191 Fax: (863) 983-5043

Mr. John Glenn Mr. George Sweatt Freedom Ranch, Inc. 11655 Highway 441East Okeechobee, FL 34974

Dear John and George:

RE: Loan Number 6765263

Your current payment on Freedom Ranch loan number 6765263 was due January 1, 2014. We extended the November and December payments while you worked out a payment plan.

If you are unable to make timely monthly payments, there are only two alternatives. One is for you to sell some or all of the property and bring the account current or two; we will have to start foreclosure. Our foreclosure process will start when your payment becomes 30 days past due.

The last thing we want to do is start foreclosure on Freedom Ranch, but with a loan of this size there are no other options. Please let us know your thoughts.

Sincerely,

Miller Couse

Chairman and CEO



000000000006765263095512012011

## **PROMISSORY NOTE**

Principal Loan Date Maturity Loan No Call / Cell Account Officer Initials \$659,158.20 | 12-01-2011 | 12-01-2036 | 0006765263 | 01 / 00 | TRT |

References in the boxes above are for Lender's use only and do not limit the applicability of this document to any particular loan or item.

Any item above containing \*\*\*\* has been omitted due to text length limitations.

Borrower:

FREEDOM RANCH, INC. 719 HIGHWAY 98 NORTH OKEECHOBEE, FL 34972

Lender:

First Benk Main Office 300 E. Sugarland Hwy P.O. Box 1237 Clewiston, Fl. 33440 (953) 392 2101

Principal Amount: \$659,158.20

Date of Note: December 1, 2011

PROMISE TO PAY. FREEDOM RANCH, INC. ("Borrower") promises to pay to First Bank ("Lender"), or order, in lawful money of the United States of America, the principal amount of Six Hundred Fifty-sign Thousand One Hundred Fifty-sight & 20/100 Dollars (\$659,158,20), together with interest on the unpaid principal balance from December 1, 2011, until paid in full.

PAYMENT. Subject to any payment changes resulting from changes in the index, Borrower will pay this loan in accordance with the following payment schedule, which calculates interest on the unpel principal balances as described in the "INTEREST CALCULATION METHOD" paragraph using the interest rates described in this paragraph: 50 monthly consecutive principal and interest payments in the Initial amount of \$4.079.80 each, beginning January 1, 2012, with interest calculated on the unpeld principal balances using an initial interest rate of \$5.00% per annum based on a year of 360 days; and 240 monthly consecutive principal and interest payments in the Initial amount of \$4.079.60 each, beginning January 1, 2017, with interest calculated on the unpeld principal balances using an interest rate based on the First Bank Base Rate (currently 5.500%), resulting in an initial interest rate of 5.500% per annum based on a year of 380 days. Borrower's final payment will be due on December 1, 2036 and will be for all principal and accuraed interest not yet paid, together with any other unpeld amounts under this Note. Unless otherwise spreed or required by applicable law, payments will be applied first to any accuraed unpaid interest; then to principal; then to any unpeld collection coats; and then to any late charges. Borrower will pay Lender at Lender's address shown above or at such other place as Lender may designate in writing.

VARIABLE INTEREST RATE. For the first 60 payments, the interest rate on this loan will be 5.500%. Thereafter, the interest rate on this Note is subject to change from time to time based on changes in an index which is the First Bank Base Rate (the "index"). The Index is not necessarily the lowest rate charged by Lender on its loans and is set by Lender in its sole discretion. If the Index becomes unavailable during the term of this loan, Lender may designate a substitute Index after notifying Borrower. Lender will tell Borrower the current Index rate upon Borrower's request. The interest rate change will not occur more often than each 60 months beginning five years from the date of loan. Borrower understands that Lender may make loans besed on other rates as well. The ladex currently is 5.500% per annum. The interest rate or rates to be applied to the unpaid principal belance during this Note will be the rate or rates forth herein in the "Payment" section. Notwithstanding any other provision of this Note, after the first payment stream, the interest rate for each subsequent payment stream NOTICE: Under no circumstances will the effective rate of interest on this Note be less than 5.500% per annum or more than the leaser of 11.500% per annum or the maximum rate allowed by applicable law. Whenever increases occur in the interest rate, Lender, at its option, may do one or more of the following: (A) increase Borrower's payments to whenever increases the number of Borrower's payments, and (D) continue Borrower's payments at the same amount and increase Borrower's final payment.

INTEREST CALCULATION METHOD. Interest on this Note is computed on a 365/360 basis; that is, by applying the ratio of the interest rate over a year of 360 days, multiplied by the outstanding principal balance, multiplied by the actual number of days the principal balance is outstanding. All interest payable under this Note is computed using this method.

PREPAYMENT; MINIMUM INTEREST CHARGE. In any event, even upon full prepayment of this Note, Borrower understends that Lender is entitled to a minimum interest charge of \$10.00. Other than Borrower's obligation to pay any minimum interest charge, Borrower may pay without penalty all or a portion of the amount owed earlier than it is due. Early payments will not, unless agreed to by Lender in writing, relieve Borrower of Borrower's obligation to continue to make payments under the payment schedule. Rather, early payments will reduce the principal balance due and may result in Borrower's making fewer payments. Borrower are not to send Lender payments marked "paid in full", "without recourse", or similar language. If Borrower sends such a payment, Lender may accept it without losing any of Lender's rights under this Note, and Borrower will remain obligated to pay any further amount owed to Lender. All written communications concerning disputed amounts, including any check or other payment instrument that indicates that the payment constitutes "payment in full" of the amount owed or that is tendered with other conditions or limitations or as full satisfaction of a disputed amount must be mailed or delivered to: First Bank, Main Office, 300 E. Sugarland Hwy, P.O. Box 1237, Clewiston, FL 33440.

LATE CHARGE. If a payment is 10 days or more late, Borrower will be charged 5.000% of the unpaid portion of the regularly scheduled payment or \$10.00, whichever is greater.

INTEREST AFTER DEFAULT. Upon default, including failure to pay upon final maturity, the total sum due under this Note will continue to accrue interest at the interest rate under this Note, with the final interest rate described in this Note applying after maturity, or after maturity would have occurred had there been no default. However, in no event will the interest rate exceed the maximum interest rate limitations under applicable law.

DEFAULT. Each of the following shall constitute an event of default ("Event of Default") under this Note:

Payment Default. Borrower fails to make any payment when due under this Note.

Other Defaults. Borrower fails to comply with or to perform any other term, obligation, covenant or condition contained in this Note or in any of the related documents or to comply with or to perform any term, obligation, covenant or condition contained in any other agreement between Lender and Borrower.

Default in Favor of Third Parties. Borrower or any Grentor defaults under any loan, extension of credit, security agreement, purchase or sales agreement, or any other agreement, in favor of any other creditor or person that may materially affect any of Borrower's property or Borrower's ability to repay this Note or perform Borrower's obligations under this Note or any of the related documents.

False Statements. Any warranty, representation or statement made or furnished to Lender by Borrower or on Borrower's behalf under this Note or the related documents is false or misleading in any material respect, either now or at the time made or furnished or becomes false or misleading at any time thereafter.

Incolvency. The dissolution or termination of Borrower's existence as a going business, the insolvency of Borrower, the appointment of a macrower for any part of Borrower's property, any assignment for the benefit of creditors, any type of creditor workout, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against Borrower.

repossession or any other method, by any creditor of Borrower or by any governmental agency against any collateral securing the loan.

The lattice of the processing and the results of the processing the loan including deposit accounts, with Lender. However, this Event of Default shall be a good faith dispute by Borrower as to the validity or reasonableness of the claim which is the basis of the creditor or torfeiture processing as a good faith dispute by Borrower as to the validity or reasonableness of the claim which is the basis of the creditor or torfeiture processing as a good faith dispute by Borrower as to the validity or reasonableness of the claim which is the basis of the creditor or torfeiture processing as a good faith dispute by Borrower as to the validity or reasonableness of the claim which is the basis of the creditor or torfeiture processing as a good faith dispute by Borrower as to the validity or reasonableness of the claim which is the basis of the creditor or torfeiture processing as a good faith dispute by Borrower as to the validity or reasonableness of the claim which is the basis of the creditor or torfeiture processing as a good faith dispute by Borrower as to the validity or reasonableness of the claim which is the basis of the creditor or torfeiture processing as a good faith dispute by Borrower as to the validity or reasonableness of the claim which is the basis of the creditor or torfeiture processing as a good faith dispute by Borrower as the processing as a good faith dispute by Borrower as the processing as a good faith dispute by Borrower as the processing as a good faith dispute by Borrower as the processing as a good faith dispute by Borrower as the processing as a good faith dispute by Borrower as the processing as a good faith dispute by Borrower as a good faith dispute by Borrower as the processing as a good faith dispute by Borrower as a good faith dispute by Borrowe

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Events Affecting Customer. Any of the preceding events occurs with respect to any Guarantee. If any of the indebtedness is any Guarantee tiles or becomes incompetent, or employed an indepted of the indebtedness of any

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performance of this Note is impaired.

P.O. Box 237, Clewiston, Florida 33440 Phone (863) 983-8191 Fax (863) 983-5043 Toll Free (866) 953-2821 www.first1bank.net



Berner Road: (863) 983-3003 Labelle: (863) 675-4242 Moore Haven: (863) 946-1515 Ft. Myers: (239) 437-8191

MEMBER F.D.I.C.

**Primary Account:** 

6765263

Statement Period: 12/02/13 - 12/31/13

**Enclosures:** 

FREEDOM RANCH INC A FLORIDA CORPORATION 11655 HWY 441 SE **OKEECHOBEE FL 34974** 

Accounts at a Glance

Account #

**Ending Balance** 

A/L 00 067652 63

637,755.80

00 067652 63 Accrual Loan

Account Transactions Description	<u>s</u> Int	PRIN	Other	Date	Balance
BALANCE LAST STMT LATE CHARGE (INT)			203.98	12/01/2013 12/11/2013	637,755.80 637,755.80
TRAN CODE 97		.00+		12/13/2013	637,755.80

•	Summary of Loan Accounts					Late/Miss	Ending
	Account	Principal Additions	Principal Reduction	Total Escrow	Total Interest	Late/Misc Fees	Balance
	Number	Additions	Meddedon			000 00	COT TEE OO
	A/I 00 067652 63	.00	.00	.00	.00	203.98	637,755.80







## Thank you for your payment!

This service has been provided by Okeechobee TX, FL and Point & Pay. We value your business. Please keep this receipt for future reference.

You have made a payment to Okeechobee TX, FL . The Okeechobee County Tax Collector's Office thanks you for your business. Credit card services provided by Celeste Watford, Tax Collector, in connection with POINTandPAY. This transaction will appear on your bill as: County Payment Services.

Name:

**G SWEATT** 

Address:

3209 PLACID VIEW, LAKE PLACID FL, US, 33852

Contact:

8636343410

Comments:

Payment ID:

12575541

Date:

01/22/14 04:43 PM

Subtotal:

\$178.65

Fee:

\$5.27

Total:

\$183.92

Method:

Credit or Debit Card(\*\*\*\*\*\*\*\*\*1001)

Item Purchased	Transaction Description	Account	Amount
Vehicle/Vessel	PNP GOV PAY	483WIQ	\$178.65

Signature:	Date://

By signing this receipt you agree to the terms and conditions of this service.

You will see one line item on your credit or debit card statement indicating the amount you paid and will be identified as PNP GOV PAY. If you have any questions about the charges please call 1-888-891-6064.

Print Receipt Close Window