

INTEREST ONLY PROMISSORY NOTE

\$850,000.00
April 28, 2022

Pompano Beach, Florida

FOR VALUE RECEIVED, the undersigned, as Borrower, promises to pay without setoff, deduction or counterclaim of any kind or nature to **RICHARD C. ATHERAS, as to a 41.176% interest and ALLEN J. ATHERAS, as to a 58.824% interest** (hereinafter "Lender") at 130 Blossom Lane, Palm Beach Shores, Florida 33404 and 917 Borden Avenue, Point Pleasant, New Jersey 08742, respectively, or at such other place as may be designated in writing by the Holder of this Promissory Note (hereafter "Holder"), the principal sum of **EIGHT HUNDRED FIFTY THOUSAND AND 00/100 DOLLARS (\$850,000.00)**, or so much thereof as may be advanced from time to time, together with interest thereon fixed at the rate of **Eight and One Half Percent (8.5%)** per annum (the "Interest Rate"), commencing from the date of the Promissory Note. Said Interest Rate shall be fixed for the entire term of the Promissory Note. Notice: Under no circumstances will the effective rate of interest on this Promissory Note be more than the maximum rate allowed by applicable law. Interest shall be calculated on a Three Hundred Sixty Five (365) day year for the actual number of days elapsed in each calendar year by multiplying the outstanding principal balance by the rate of interest provided herein and then multiplying the product thereof by a fraction the numerator of which is the actual number of days the debt is outstanding in each calendar year and the denominator of which is Three Hundred Sixty Five (365). Repayment of this Promissory Note shall be as follows:

The said interest shall be payable in equal total monthly installments of **SIX THOUSAND TWENTY AND 84/100 DOLLARS (\$6,020.84)**, and shall be due and payable monthly commencing **June 1, 2022** and on the 1st day of each and every month thereafter until **May 1, 2024**, at which time the entire principal and interest will be due.

All principal and interest not paid on the date provided herein shall bear interest from the due date at the same rate as set forth above or if applicable, a rate representing Default Interest, as hereinafter defined, which shall be paid on the due date of each month during the term of delinquency. In the event of the continuation of any default in the payment of any interest or principal hereunder for a period of **thirty (30) calendar days** or in the event of any default hereunder or under any of the loan documents, the Borrower shall, at Lender's option, pay, at the rate established herein as default interest ("Default Interest" shall equal the maximum rate allowed by law) (computed on the basis of a 365-day year for the actual number of days elapsed) on the daily outstanding principal balance and on interest from time to time remaining due and payable, from the date of such event of default. The rate of such Default Interest, when combined with interest and charges otherwise due hereunder, shall never exceed the maximum legal rate of interest permitted under applicable law.

If the Holder of this Promissory Note has not received the full amount of any monthly payment by the end of **five (5) calendar days** after the date it is due, the undersigned will pay a late charge to the Holder. The amount of the charge will be **Five Percent (5%)** of the overdue payment of principal and interest. The undersigned will pay this late charge promptly, but only once on each late payment.

The obligation of the maker hereof is secured by a first mortgage executed herewith ("Mortgage").

AND IT IS EXPRESSLY AGREED AS FOLLOWS:

1. All sums evidenced by this Promissory Note shall become due at the option of the Holder, without notice, on the happening of any default in complying with the terms of this Promissory Note or on the happening of any default or event by which under the terms of the Mortgage securing this Promissory Note, said principal sum may or shall become due and payable. Failure to exercise such option shall not constitute a waiver of the right to exercise same in the event of any subsequent default.
2. Presentment for payment, notice of dishonor, protest and notice of protest are hereby waived by the undersigned and by each endorser and/or guarantor, if any, of this Promissory Note.

3. Borrower guarantees a minimum of eight (8) months interest paid on the Promissory Note. After eight (8) months of interest paid on the Promissory Note, this Promissory Note may be prepaid in full without penalty

4. If it becomes necessary to employ counsel to collect this obligation or to protect or foreclose the security hereof, whether or not suit be brought, the undersigned agrees to pay costs and reasonable attorneys' fees, including fees on appeal and in any bankruptcy proceedings, whether pre or post petition.

5. This Promissory Note may not be changed orally, but only by an agreement in writing and signed by the party against whom enforcement of any waiver, change, modification, or discharge is sought.

6. It is understood and agreed by and between the parties hereto this Promissory Note includes the entire understanding between the parties. The Lender has not made any representation of any nature whatsoever for the purpose of inducing the execution of this Promissory Note other than those set forth herein. The parties hereto expressly acknowledge there are no other agreements between the parties, written or oral, express or implied, and further that any changes, alterations or modifications to this Promissory Note must be in writing and signed by the parties.

7. Any default by Borrower under this Promissory Note shall constitute a default with respect to the Mortgage securing this Promissory Note and any loan documents pursuant to this Promissory Note. In such event, Lender shall be entitled to exercise all of the rights granted to Lender in the event of a default as set forth in this Promissory Note, the Mortgage and loan documents pursuant to this Promissory Note.

8. **BORROWER HEREBY WAIVES ANY OBJECTION TO VENUE BEING IN COURTS LOCATED IN BROWARD COUNTY, FLORIDA, FOR ANY DISPUTE ARISING OUT OF THE LOAN TRANSACTION. BORROWER HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY AGREES NOT TO SEEK A TRIAL BY JURY IN RESPECT OF ANY LITIGATION (INCLUDING, BUT NOT LIMITED TO, ANY CLAIMS, CROSSCLAIMS OR THIRD-PARTY CLAIMS) ARISING OUT OF, UNDER OR IN CONNECTION WITH THE LOAN TRANSACTION AND ALL AMENDMENTS AND MODIFICATIONS THERETO. BORROWER HEREBY CERTIFIES THAT NO REPRESENTATIVE OR AGENT OF LENDER OR LENDER'S COUNSEL HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT LENDER WOULD NOT, IN THE EVENT OF SUCH LITIGATION, SEEK TO ENFORCE THIS AGREEMENT NOT TO SEEK A JURY TRIAL. BORROWER ACKNOWLEDGES THAT LENDER HAS BEEN INDUCED TO ENTER INTO THIS LOAN BY, INTER ALIA, THE PROVISIONS OF THIS PARAGRAPH.**

Borrower's Address:

2836 Center Port Circle, #15,
Pompano Beach, Florida 33064

BORROWER:

**BIOSTEM TECHNOLOGIES, INC.,
a Florida Corporation**

By: 
JASON MATUSZEWSKI, as CEO

This Instrument Prepared by
and Record and Return to:
JOHN S. QUAILEY., Esq.
Moraitis, Karney, Moraitis & Quailey
915 Middle River Drive, Suite 506
Fort Lauderdale, Florida 33304
File No.: 22F-467Q

MORTGAGE

THIS MORTGAGE is made this **28th** day of **April, 2022**, between **BIOSTEM TECHNOLOGIES, INC., a Florida Corporation**, whose mailing address is 2836 Center Port Circle, #15, Pompano Beach, Florida 33064 (herein referred to as "Borrower"), and **RICHARD C. ATHERAS, as to a 41.176% interest and ALLEN J. ATHERAS, as to a 58.824% interest**, whose mailing address is 130 Blossom Lane, Palm Beach Shores, Florida 33404 and 917 Borden Avenue, Point Pleasant, New Jersey 08742 (hereinafter referred to as "Lender").

WHEREAS, Borrower is indebted to Lender in the principal sum of **EIGHT HUNDRED FIFTY THOUSAND AND 00/100 DOLLARS (\$850,000.00)**, which indebtedness is evidenced by Borrower's Promissory Note of even date herewith (herein "Promissory Note"), providing for payment of all accrued principal and interest.

NOW, THEREFORE, to secure to Lender (a) the repayment of the indebtedness evidenced by the Promissory Note, with interest thereon, and all renewals, extensions and modifications of the Promissory Note; (b) the payment of all other sums, with interest thereon, advanced in accordance herewith to protect the security of this Mortgage; and (c) the performance of the covenants and agreements of Borrower herein contained, Borrower does hereby mortgage, grant and convey to Lender the following described property located in the County of Broward County, State of Florida ("Property"):

Condominium Unit 15, INTERSTATE COMMERCE CENTER CONDOMINIUM, together with an undivided interest in the common elements, according to the Declaration of Condominium thereof recorded in Official Records Book 35907, Page 1371, as amended from time to time, of the Public Records of Broward County, Florida.


ID #: 4842-23-CC-0150.

a/k/a: 2836 Center Port Circle, #15, Pompano Beach, Florida 33064.

THIS IS A FIRST (1ST) MORTGAGE

TOGETHER with all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances, rents, royalties, mineral, oil and gas rights and profits, water, water rights, and water stock, and all fixtures now or hereafter attached to the Property, all of which, including replacements and additions thereto, shall be deemed to be and remain a part of the Property covered by this Mortgage.

Borrower covenants that Borrower is lawfully seized of the estate hereby conveyed and has the right to mortgage, grant and convey the Property, that the Property is unencumbered, and that Borrower will warrant and defend generally the title to the Property against all claims and demands, subject to any declarations, easements or restrictions listed in a schedule of exceptions to coverage in any title insurance policy insuring Lender's interest in the Property.

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UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

1. Payment of Principal and Interest; Late Charges. Borrower shall promptly pay when due the principal of and interest on the indebtedness evidenced by the Promissory Note, and late charges as provided in the Promissory Note.


2. Application of Payments. Unless applicable law provides otherwise, all payments received by Lender under the Promissory Note shall be applied by Lender first to any late charges due under the Promissory Note, then to interest payable on the Promissory Note, and then to the principal of the Promissory Note.

3. Charges; Liens. Borrower shall pay all taxes, assessments and other charges, fines and impositions attributable to the Property which may attain a priority over this Mortgage, and leasehold payments or ground rents, if any, by Borrower making payment, when due, directly to the payee thereof. Borrower shall promptly furnish to Lender all notices of amounts due under this Mortgage, and in the event Borrower shall make payment directly, Borrower shall promptly furnish to Lender receipts evidencing such payments. Real estate taxes shall be paid no later than March 31st of the calendar year following the calendar year in which said taxes become due. Borrower shall promptly discharge any lien which has priority over this Mortgage; provided, that Borrower shall not be required to discharge any such lien so long as Borrower shall agree in writing to the payment of the obligation secured by such lien in a manner acceptable to Lender, or shall in good faith contest such lien by, or defend enforcement of such lien in, legal proceedings which operate to prevent the enforcement of the lien or forfeiture of the Property or any part thereof. If Lender determines that any part of the Property is subject to a lien which may attain priority over this Mortgage, Lender may give Borrower a notice identifying the lien. Borrower shall satisfy the lien or take one or more of the actions set forth above within ten (10) calendar days of the giving of notice.

4. Escrows. At the option of the Lender, upon written notification to the Borrower the Lender may require Borrower to deposit with Lender on the 1st of each month, in addition to all other payments required by the Mortgage and Promissory Note until the Promissory Note is fully paid, an amount equal to one-twelfth (1/12th) of the annual real property taxes and assessments assessed with respect to the Property, as said amounts shall be estimated from time to time by the Lender. Such deposits shall not be, nor be deemed to be, trust funds, but may from time to time be commingled with the general funds of the Lender, and no interest shall be payable with respect thereof. Upon demand by the Lender, Borrower shall pay to Lender such additional monies as Lender may demand to make up the deficiencies in the amounts necessary to enable Lender to pay such taxes when due. In the event a default occurs under any of the terms, covenants and conditions of the Promissory Note, Lender, may apply to the reduction of the sums secured hereby, in such manner as Lender shall determine, in any amount held by the Lender under this Paragraph.

5. Hazard Insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards including within the term "extended coverage", and such other hazards as Lender may require and in such amounts and for such periods as Lender may require; provided that Lender shall not require that the amount of such coverage exceed that amount of coverage required to pay the sums secured by this Mortgage.

The insurance carrier providing the insurance shall be chosen by Borrower subject to approval by Lender; provided that such approval shall not be unreasonably withheld. All premiums on insurance policies shall be paid by Borrower, making payment when due, directly to the insurance carrier. Borrower shall provide proof of said insurance on or before the closing date of this Mortgage. Lender shall be named as loss payee on insurance policy.

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All insurance policies and renewals thereof shall be in form acceptable to Lender and shall include a standard mortgagee clause in favor of and in form acceptable to Lender. Lender shall have the right to hold the policies and renewals thereof, and Borrower shall promptly furnish to Lender all renewal notices and all receipts of paid premiums. In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower.

Unless Lender otherwise agrees in writing, insurance proceeds shall be applied to the sums secured by this Mortgage, with the excess, if any, paid to Borrower. Borrower shall promptly restore or repair the Property. If the Property is abandoned by Borrower, or if Borrower fails to respond to Lender within thirty (30) calendar days from the date notice is mailed by Lender to Borrower that the insurance carrier offers to settle a claim for insurance benefits, Lender is authorized to collect and apply the insurance proceeds at Lender's option either to restoration or repair of the Property or to the sums secured by this Mortgage.

Unless Lender and Borrower otherwise agree in writing, any such application of proceeds to principal shall not extend or postpone the due date of the payments referred to in this Mortgage and the Promissory Note or change the amount of such payments. If under this Mortgage and the Promissory Note the Property is acquired by Lender, all right, title and interest of Borrower in and to any insurance policy and in and to the proceeds thereof resulting from damage to the Property prior to the sale or acquisition shall pass to Lender to the extent of the sums secured by this Mortgage immediately prior to such sale or acquisition.

6. Preservation, Maintenance and Protection of the Property; Borrower's Loan Application; Leaseholds. Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate, or commit waste on the Property. Borrower shall be in default if any forfeiture action or proceeding, whether civil or criminal, is begun, that in Lender's good faith judgment could result in forfeiture of the Property or otherwise materially impair the lien created by this Mortgage or Lender's security interest. Borrower shall also be in default if Borrower, during the loan application process, gave materially false or inaccurate information or statements to Lender (or failed to provide Lender with any material information) in connection with the loan evidenced by the Promissory Note. If this Mortgage is on a leasehold, Borrower shall comply with all the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and the fee title shall not merge unless Lender agrees to the merger in writing.

7. Protection of Lender's Security. If Borrower fails to perform the covenants and agreements contained in this Mortgage, or if any action or proceeding is commenced which materially affects Lender's interest in the Property, including, but not limited to, eminent domain, insolvency, code enforcement, or arrangements or proceedings involving a bankrupt or decedent, then Lender at Lender's option, upon notice to Borrower, may make such appearances, disburse such sums and take such action as is necessary to protect Lender's interest, including, but not limited to disbursement or reasonable attorney's fees and entry upon the Property to make repairs.

Any amounts disbursed by Lender pursuant to this Mortgage, with interest thereon, shall become additional indebtedness of Borrower secured by this Mortgage. Unless Borrower and Lender agree to other terms of payment, such amounts shall be payable upon notice from Lender to Borrower requesting payment thereof, and shall bear interest from the date of disbursement at the rate payable from time to time on outstanding principal under the Promissory Note unless payment of interest at such rate would be contrary to applicable law, in which event such amounts shall bear interest at the highest rate permissible under applicable law. Nothing contained in this Mortgage shall require Lender to incur any expense or take any action hereunder.

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8. Inspection. Lender may make or cause to be made reasonable entries upon and inspections of the Property, provided that Lender shall give Borrower notice prior to any such inspection specifying reasonable cause thereof related to Lender's interest in the Property.

9. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of the Property, or part thereof, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender.

In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Mortgage, with the excess, if any, paid to Borrower. In the event of a partial taking of the Property, unless Borrower and Lender otherwise agree in writing, there shall be applied to the sums secured by this Mortgage such proportion of the proceeds as is equal to that proportion which the amount of the sums secured by this Mortgage immediately prior to the date of taking bears to the fair market value of the Property immediately prior to the date of taking, with the balance of the proceeds paid to Borrower.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condemnor offers to make an award or settle a claim for damages, Borrower fails to respond to Lender within thirty (30) calendar days after the date such notice is mailed, Lender is authorized to collect and apply the proceeds, at Lender's option, either to restoration or repair of the Property or to the sums secured by this Mortgage.

Unless Lender and Borrower otherwise agree in writing, any such application of proceeds to principal shall not extend or postpone the due date of the monthly installments referred to in the Promissory Note and this Mortgage or change the amount of such installments.

10. Borrower Not Released. Extension of the time for payment or modification of amortization of the sums secured by this Mortgage granted by Lender to any successor in interest of Borrower shall not operate to release, in any manner, the liability of the original Borrower and, Borrower's successors in interest. Lender shall not be required to commence proceedings against such successor or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Mortgage by reason of any demand made by the original Borrower and Borrower's successors in interest.

11. Further Encumbrances. Borrower shall not further encumber the Property without Lender's prior written consent which shall be given in Lender's sole and absolute discretion.

12. Forbearance by Lender Not a Waiver. Any forbearance by Lender in exercising any right or remedy hereunder or otherwise afforded by applicable law, shall not be a waiver of or preclude the exercise of any such right or remedy. The procurement of insurance of the payment of taxes or other liens or charges by Lender shall not be a waiver of Lender's right to accelerate the maturity of the indebtedness secured by this Mortgage.

13. Remedies Cumulative. All remedies provided in this Mortgage are distinct and cumulative to any other right or remedy under this Mortgage or afforded by law or equity, and may be exercised concurrently, independently or successively.

14. Loan Charges/Documentary Stamps. If the loan secured by this Mortgage is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Promissory Note or by making a direct payment to Borrower. If a refund reduces principal,

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the reduction will be treated as a partial prepayment without any prepayment charge under the Promissory Note.

If at any time the United States of America, any State thereof or any subdivision of any such State shall require revenue or other stamps to be affixed to the Promissory Note or this Mortgage, or impose any other tax or charge on the same, Borrower shall pay for the same, with interest and penalties thereon, if any.

15. Successors and Assigns Bound; Joint and Several Liability; Captions. The covenants and agreements herein contained shall bind, and the rights hereunder shall inure to the respective successors and assigns of Lender and Borrower. All covenants and agreements of Borrower shall be joint and several. The captions and headings of the paragraphs of this Mortgage are for convenience only and are not to be used to interpret or define the provisions hereof.


16. Notice. Except for any notice required under applicable law to be given in another manner, (a) any notice to Borrower provided for in this Mortgage shall be given by mailing such notice by certified mail addressed to Borrower at the Property address or at such other address as Borrower may designate by notice to Lender as provided herein, and (b) any notice to Lender shall be given by certified mail, return receipt requested, to Lender's address stated herein or to such other address as Lender may designate by notice to Borrower as provided herein. Any notice provided for in this Mortgage shall be deemed to have been given to Borrower or Lender when given in the manner designated herein.

17. Governing Law; Severability. This Mortgage shall be governed by the laws of the jurisdiction in which the Property is located. In the event that any provision or clause of this Mortgage or the Promissory Note conflicts with applicable law, such conflict shall not affect other provisions of this Mortgage or the Promissory Note which can be given effect without the conflicting provision, and to this end the provisions of the Mortgage and the Promissory Note are declared to be severable.

18. Borrower's Copy. Borrower shall be furnished a conformed copy of the Promissory Note and of this Mortgage at the time of execution or after recordation hereof.

19. Transfer of the Property; Assumption. If all or any part of the Property or an interest therein is sold or transferred by Borrower, or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person, without Lender's prior written consent, Lender may, at Lender's option, declare all the sums secured by this Mortgage to be immediately due and payable. Lender shall have waived such option to accelerate if prior to the sale or transfer, Lender and the person to whom the Property is to be sold or transferred, reach an agreement in writing that the credit of such person is satisfactory to Lender and that the interest payable on the sums secured by this Mortgage shall be at such rate as Lender shall request.

20. Indemnification. In addition to any other indemnifications provided herein, Borrower shall protect, defend, indemnify and save harmless Lender from and against all liabilities, obligations, claims, demands, damages, penalties, causes of action, losses, fines, costs and expenses (including, without limitation, reasonable attorney's fees and disbursements), imposed upon or incurred by or asserted against Lender by reason of (a) ownership of this Mortgage, the Property or any interest therein or receipt of any rents; (b) any accident, injury to or death of persons or loss of or damage to property occurring in, on or about the Property or any part thereof or on the adjoining sidewalks, curbs, adjacent property or adjacent parking areas, streets or ways; (c) any failure on the part of Borrower to perform or comply with any of the terms of this Mortgage; (d) performance of any labor or services or the furnishing of any materials or other property in respect of the Property or any part thereof; (e) the presence, disposal, escape, seepage, leakage, spillage, discharge, emission, release, or threatened release of any Hazardous Substance or Asbestos on, from, or affecting the Property; (f) any failure of the Property to comply with any Access Laws; (g) any representation or warranty made in the

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Promissory Note, this Mortgage or any of the other documents executed in connection herewith being false or misleading in any material respect as of the date such representation or warranty was made; (h) any claim by brokers, finders or similar persons claiming to be entitled to a commission in connection with any Lease or other transaction involving the Property or any part thereof under any legal requirement or any liability asserted against Lender with respect thereto; and (i) the claims of any lessee of any or any portion of the Property or any person acting through or under any lessee or otherwise arising under or as a consequence of any lease. Any amounts payable to Lender by reason of the application of this Mortgage shall be secured by this Mortgage and shall become immediately due and payable and shall bear interest at the default rate from the date loss or damage is sustained by Lender until paid. The obligations and liabilities of Borrower under this Mortgage shall survive the termination, satisfaction, or assignment of this Mortgage and the exercise by Lender of any of its rights or remedies hereunder, including, but not limited to, the acquisition of the Property by foreclosure or a conveyance in lieu of foreclosure.


21. Hazardous Substances. Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances on or in the Property. Borrower shall not do, nor allow anyone else to do anything affecting the Property that is in violation of any Environmental Law. The preceding two sentences shall not apply to the presence, use or storage on the Property of gasoline and gasoline products in accordance with all Environmental Laws.

Borrower shall promptly give Lender written notice of any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge. If Borrower learns, or is notified by any governmental or regulatory authority, that any removal or other remediation of any Hazardous Substance affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law.

As used in this Mortgage, "Hazardous Substances" are those substances defined as toxic or hazardous substances by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials. As used in this Paragraph 21, "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection.

22. Acceleration; Remedies. Except for a breach of the covenants to pay when due any sums secured by this Mortgage, Lender, prior to acceleration, shall mail notice to Borrower as provided in this Mortgage specifying: (1) the breach; (2) the action required to cure such breach; (3) a date not less than thirty (30) calendar days from the date the notice is mailed to Borrower, by which such breach must be cured; and (4) that failure to cure such breach on or before the date specified in the notice may result in acceleration of the sums secured by this Mortgage, foreclosure by judicial proceeding and sale of the Property. If the breach is not cured on or before the date specified in this notice, or in the case of a breach of the covenants to pay when due any sums secured by this Mortgage, the expiration of thirty (30) calendar days from the due date, Lender at Lender's option may declare all of the sums secured by this Mortgage to be immediately due and payable without further demand and may foreclose this Mortgage by judicial proceeding. Lender shall be entitled to collect in such proceeding all expenses of foreclosure, including, but not limited to, reasonable attorney's fees and costs of documentary evidence, abstracts and title reports.

23. Assignment of Rents; Appointment of Receiver. As additional security hereunder, Borrower hereby assigns to Lender the rents of the Property, provided that Borrower shall, prior to acceleration under the Promissory Note and Mortgage or abandonment of the Property, have the right to collect and retain such rents as they become due and payable.

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Upon acceleration under the Promissory Note and Mortgage or abandonment of the Property, Lender shall be entitled to have a receiver appointed by a court to enter upon, take possession of and manage the Property and to collect the rents of the Property, including those past due. All rents collected by the receiver shall be applied first to payment of the costs of management of the Property and collection of rents, including, but not limited to receiver's fees, premiums on receiver's bonds and reasonable attorney's fees, and then to the sums secured by this Mortgage. The receiver shall be liable to account only for those rents actually received.

24. Release. Upon payment of all sums secured by this Mortgage, Lender shall release this Mortgage without charge to Borrower. Borrower shall pay all costs of recordation, if any.

25. Attorney's Fees. In connection with any litigation arising out of this Agreement, the prevailing party shall be entitled to recover all costs incurred, including reasonable attorney's fees, at trial and all appellate levels.

26. Miscellaneous. Borrower shall provide proof of payment of Association maintenance assessments prior to their being delinquent. In the event that any maintenance payment due to the Association for regular or special assessments are unpaid when due, then this shall constitute a default.

IN WITNESS WHEREOF, Borrower has executed this Mortgage as of the date first above written.

Witnesses:

**BIOSTEM TECHNOLOGIES, INC.,
a Florida Corporation**

By: _____

JASON MATUSZEWSKI, as CEO

Print Name: _____

Print Name: _____

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me by means of physical presence this 28th day of April, 2022, by **JASON MATUSZEWSKI, as CEO of BIOSTEM TECHNOLOGIES, INC., a Florida Corporation**, on behalf of said corporation. He has produced a driver's license as identification.

Notary Public

My Commission Expires: _____

Initials JVM

GUARANTY

IN CONSIDERATION of the sum of Ten and 00/100 Dollars (\$10.00), cash in hand paid, and other valuable consideration, as well as for the purpose of seeking to induce **RICHARD C. ATHERAS and ALLEN J. ATHERAS**, having a mailing address at 130 Blossom Lane, Palm Beach Shores, Florida 33404 and 917 Borden Avenue, Point Pleasant, New Jersey 08742, respectively (hereinafter termed the "Lender"), to extend credit to **BIOSTEM TECHNOLOGIES, INC., a Florida Corporation** (hereinafter termed the "Principal"), the undersigned (hereinafter termed the "Guarantor") (if more than one, each of them jointly and severally) does hereby absolutely and unconditionally guarantee to said Lender and to its endorsers, transferees, successors or assigns of either this Guaranty or any of the obligations secured hereunder, the prompt payment and performance, according to their respective terms, of all liabilities (as hereinafter defined) of the Principal to the Lender.

1. The term "Liability" or "Liabilities" as used herein shall refer to all of the obligations of the Guarantor hereunder, and all liabilities and obligations of Principal to Lender arising from or in connection with that certain Promissory Note and Mortgage of even date herewith in the amount of \$850,000.00 between Principal and Lender (the "Loan Documents"), and all payment and performance obligations of Principal under the Loan Documents. This Guaranty is additional and supplemental to any and all other guaranties heretofore and hereafter executed by any Guarantor for benefit of Lender, whether or not relating to the Liabilities, and shall not supersede or be superseded by any other document or Guaranty executed by any Guarantor or any other person or entity for any purpose.

2. The Guarantor waives notice of acceptance of this Guaranty and notice of any Liability to which it may apply, and waives presentment, demand for payment, protest, notice of dishonor or nonpayment of any Liabilities and any suit or the taking of other action by Lender against and any other notice to any party liable thereon (including the Guarantor).

3. Pursuant to the terms provided in the Loan Documents, Lender may at any time and from time to time without notice to the Guarantor (except as required by law), without incurring responsibility to the Guarantor, without impairing, releasing or otherwise affecting the obligations of the Guarantor, in whole or in part, and without the endorsement or execution by the Guarantor of any additional consent, waiver or Guaranty (a) change the manner, place or terms of payment, and change or extend the time of or renew or alter, any Liability or installment thereof, or any security therefore, and may lend additional monies or extend additional credit to Principal, with or without security, thereby creating new Liabilities, the payment of which shall be guaranteed hereunder, and the Guaranty herein made shall apply to the Liabilities as so changed, extended, renewed, increased or otherwise altered; (b) sell, exchange, release, surrender, realize upon or otherwise deal with in any manner and in any order any property at any time pledged or mortgaged to secure the Liabilities and any offset there against; (c) exercise or refrain from exercising any rights against Principal or others (including the Guarantor) or act or refrain from acting in any other manner; (d) settle or compromise any Liability or any security therefore and may subordinate the payment of all or any part thereof to the payment of any Liability (whether or not due) of Principal to creditors of Principal other than Lender and the Guarantor; and (e) apply any sums from any sources to any Liability without regard to any Liabilities remaining unpaid.



4. No invalidity or irregularity of all or any part of the Liabilities or of any security therefore shall affect, impair or be a defense to this Guaranty, and this Guaranty is a primary and absolute obligation of the Guarantor.

5. This Guaranty is a continuing one, and all Liabilities to which it applies or may apply under the terms hereof shall be conclusively presumed to have been created in reliance hereon. The death or insanity of any Guarantor shall have the effect of a notice of termination only after the Lender has actually received written notice from such Guarantor's legal representative; provided, however, that no notice of such death or insanity shall affect, in any manner, rights arising under this Guaranty with respect to Liabilities that shall have been created, contracted, assumed or incurred prior to receipt by Lender of written notice of such death or insanity, or Liabilities that shall have been created, contracted for, assumed or incurred after receipt of such written notice pursuant to any agreement entered into by Lender prior to receipt of such notice, and the estate of such Guarantor shall then remain liable for any such Liabilities, and the sole effect of such notice of such death or insanity shall be to exclude (as to that Guarantor only) from this Guaranty, Liabilities thereafter arising that are unconnected with Liabilities theretofore arising or transactions theretofore entered into. The obligations of any other Guarantor shall remain unaffected by the death or insanity of any one or more Guarantor.

6. The Guarantor shall be in default hereunder upon any of the following: (a) non-payment of any Liability when due; (b) failure of Principal or the Guarantor to perform any agreement creating or otherwise affecting any Liability or any provision hereof, or to pay in full, when due, any other obligation of Principal or the Guarantor; (c) the dissolution, termination of, existence or insolvency, or filing of bankruptcy proceedings of Principal.

7. Guarantor shall pay all costs of collection and reasonable attorneys' fees, including reasonable attorneys' fees of any suit out of court, in trial, on appeal, in bankruptcy proceedings or otherwise, incurred or paid by Lender in enforcing the payment of any Liability or enforcing or preserving any right or interest of Lender hereunder, including the collection, sale or delivery of any collateral security from time to time pledged hereunder, and after deducting such fees, costs and expenses from the proceeds of sale or collection, Lender may apply any residue to pay any of the Liabilities and the Guarantor shall continue to be liable for any deficiency with interest, which shall remain a Liability.

8. If a claim is ever made upon Lender for repayment or recovery of any amount or amounts received by Lender in payment or on account of any of the Liabilities and Lender repays all or part of said amount by reason of any judgment, decree or order of any court or administrative body having jurisdiction over Lender or any of its property or any settlement or compromise of any such claim effected by Lender with any such claimant (including Principal), then the Guarantor agrees that any such judgment, decree, order, settlement or compromise shall be binding upon the Guarantor, notwithstanding any revocation hereof or the cancellation of any Promissory Note or other instrument evidencing any Liability, and the Guarantor shall be and remain liable to Lender hereunder for the amount so repaid or recovered to the same extent as if such amount had never originally been received by Lender.

9. Lender shall not be bound to take any steps necessary to preserve any rights in any of the property of the Guarantor against prior parties who may be liable in connection therewith, and the Guarantor hereby agrees to take any such steps. Lender may, nevertheless, at any time after and during the continuance of a default (a) take any action it may deem appropriate for the care or preservation of such property or of any rights of the Guarantor or Lender therein; (b) demand, sue for, collect or receive any money or property at any time due, payable or receivable on account of or in exchange for any property of the Guarantor; (c) compromise and settle with any person liable on such property, or (d) extend the time of payment or otherwise change the terms thereof as to any party liable thereon, all without notice to, without incurring responsibility to, and without affecting any of the obligations of the Guarantor.

10. No delay on the part of Lender in exercising any of its options, powers or rights, or partial or single exercise thereof, shall constitute a waiver thereof. No waiver of any of its rights hereunder, and no modification or amendment of this Guaranty, shall be deemed to be made by Lender unless the same shall be in writing, duly signed on behalf of Lender, and each such waiver, if any, shall apply only with respect to the specific instance involved, and shall in no way impair the rights of Lender or the obligations of the Guarantor to Lender in any other respect at any other time.

11. Lender shall not be required to proceed first against Principal, or any other person, firm or corporation, whether primarily or secondarily liable, or against any collateral security held by it, before resorting to the Guarantor for payment, and the Guarantor shall not be entitled to assert as a defense to the enforceability of the Guaranty set forth herein any defense of Principal with respect to any Liability.

12. This Guaranty may not be changed orally or by implication, and no obligation of Guarantor can be released or waived by Lender or any officer or agent of Lender, except by a writing, signed by a duly authorized officer of Lender. This Guaranty shall be irrevocable by Guarantor until all indebtedness guaranteed hereby has been completely repaid and all obligations and undertakings of Principal under, by reason of, or pursuant to the Promissory Note and loan documents have been completely performed.

13. If for any circumstances whatsoever fulfillment of any provisions of this Guaranty, at the time performance of such provision shall be due, shall involve transcending the limit of validity prescribed by any applicable usury statute or any other applicable law as of the date hereof, with regard to obligations of like character and amount, then ipso facto the obligation to be fulfilled shall be reduced to the limit of such validity, so that in no event shall any exaction be possible under this Guaranty that is in excess of the limit of such validity as of the date hereof, but such obligations shall be fulfilled to the limit of such validity. The provisions of this paragraph shall control over every other provision of this Guaranty.

14. The failure of any other person to sign this Guaranty shall not release or affect the obligations or liability of the Guarantor. If more than one party executes this Guaranty, the obligations of the Guarantor hereunder shall be joint and several and the term "Guarantor" shall include each as well as all of them. This Guaranty may be executed in any number of counterparts, each of which shall be deemed an original instrument, but all such counterparts together shall constitute one and the same instrument.

15. The term "Guarantor" wherever used herein shall mean the Guarantor or any one or more of them. Anyone executing this Guaranty shall be bound by the terms hereof without regard to execution by anyone else. This Guaranty is binding upon the Guarantor, his, their, or its executors, administrators, successors or assigns, and shall inure to the benefit of Lender, its successors, endorsees or assigns. This Guaranty shall in no event be impaired by any change which may arise by reason of the death of Principal or Guarantor, if individuals, or by reason of the dissolution of Principal or Guarantor, if Principal or Guarantor are a corporation or partnership.

16. Notwithstanding anything to the contrary in this Guaranty, the Guarantor hereby irrevocably waives all rights he may have at law or in equity (including, without limitation, any law subrogating the Guarantor to the rights of the Lender) to seek contribution, indemnification, or any other form of reimbursement from the Principal, or any other person now or hereafter primarily liable for any obligation of the Principal to the Lender, for any disbursement made by the Guarantor under or in connection with this guarantee or otherwise.

17. Guarantor consents to the issuance of a continuing writ of garnishment or attachment against Guarantor's disposable earnings, in accordance with Section 222.11, Florida Statutes, in order to satisfy, in whole or in part, any money judgment entered in favor of Lender.

SIGNATURE AND REMAINDER OF TEXT ON FOLLOWING PAGE.

Jum

18. This agreement has been delivered in the State of Florida and shall be construed in accordance with the laws of Florida. Wherever possible, each provision of this agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this agreement shall be prohibited by or invalid under applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this agreement. To the extent permitted by applicable law, the Guarantor hereby waives any provision of law that renders any provision hereof prohibited or unenforceable in any respect. Guarantor, whether or not a Florida resident, hereby waives any plea or claim of lack of personal jurisdiction or improper venue in any action, suit or proceeding brought upon to enforce this Guaranty or the Liabilities. The Guarantor specifically authorizes any such action to be instituted and prosecuted in the BROWARD County Circuit Court in Florida, or United States District Court of Florida, at the election of Lender, where venue would lie and be proper against any Principal. **GUARANTOR AND LENDER HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVE 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 GUARANTY AND ANY AGREEMENT CONTEMPLATED TO BE EXECUTED IN CONJUNCTION HEREWITH, OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS (WHETHER VERBAL OR WRITTEN) OR ACTIONS OF EITHER PARTY. THIS PROVISION IS A MATERIAL INDUCEMENT FOR THE LENDER MAKING THE LOAN OR EXTENSION OF CREDIT EVIDENCED BY THIS AGREEMENT.**

DATED this 28th day of April, 2022.


JASON MATUSZEWSKI

FIRST PAYMENT LETTER

ATHERAS loan to BIOSTEM TECHNOLOGIES, INC.

Our File No.: 22F-467Q

The amount of your first payment is \$6,020.84 representing interest in the amount of \$6,020.84. The payment should be made electronically via the wire instructions provided and in the following amounts:

RICHARD C. ATHERAS - \$2,479.14

ALLEN J. ATHERAS - \$3,541.70

Your first mortgage payment is due June 1, 2022 and on the 1st day of each month thereafter.

**BIOSTEM TECHNOLOGIES, INC.,
a Florida Corporation**

By: 
JASON MATUSZEWSKI, as CEO

INVESTMENT PROPERTY DISCLOSURE

BIOSTEM TECHNOLOGIES, INC., a Florida Corporation, is obtaining financing on the property located at 2836 Center Port Circle, #15, Pompano Beach, Florida 33064 (the "Property"), for the purpose of business and investment only. By signing this Disclosure, it acknowledges to **RICHARD C. ATHERAS and ALLEN J. ATHERAS** (the "Lender") that this is the only purpose it is obtaining financing on the Property for and the Lender is relying on the statements in this disclosure.

**BIOSTEM TECHNOLOGIES, INC.,
a Florida Corporation**

By: _____

JASON MATUSZEWSKI, as CEO

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this **28th** day of **April, 2022**, by **BIOSTEM TECHNOLOGIES, INC., a Florida Corporation**, on behalf of said corporation. He has produced a driver's license as identification.

Print Name: _____

Notary Public, State of Florida

My Commission Expires: _____

BORROWER'S CERTIFICATE

This Borrower's Certificate is executed this 28th day of April, 2022, by **BIOSTEM TECHNOLOGIES, INC., a Florida Corporation** ("Borrower").

1. Borrower is obtaining a loan from RICHARD C. ATHERAS and ALLEN J. ATHERAS ("Lender") in the original principal amount of \$850,000.00 (the "Loan") to be evidenced and repayable in accordance with the terms of an Interest Only Promissory Note, as secured by a Mortgage (the "Mortgage") encumbering that certain real property lying and being in Broward County, Florida, more particularly described in the Mortgage, each dated of even date herewith.
2. Borrower acknowledges that Lender has retained Moraitis, Karney, Moraitis & Quailey ("MKMQ") as its legal counsel with respect to the Loan for the exclusive and sole benefit of Lender. Notwithstanding that MKMQ's legal fees and costs are being charged to the Borrower as part of the Loan costs, Borrower acknowledges that MKMQ has only represented Lender with respect to the Loan. Borrower further acknowledges that MKMQ has made no legal representations to Borrower with respect to the Loan or any matter connected with the Loan, and that Borrower has not relied upon MKMQ's counsel in any way whatsoever with respect to the Loan or any matter connected with the Loan transaction.

**BIOSTEM TECHNOLOGIES, INC.,
a Florida Corporation**

By: 
JASON MATUSZEWSKI, as CEO

BORROWER'S INFORMATION SHEET

Name: **BIOSTEM TECHNOLOGIES, INC., a Florida Corporation (JASON MATUSZEWSKI, as CEO)**

Phone #: 414-539-4768

E-Mail Address: Jason@biostemtech.com

Mailing Address: **2836 Center Port Circle, #15, Pompano Beach, Florida 33064**

BORROWER'S AFFIDAVIT

STATE OF FLORIDA
COUNTY OF BROWARD

JASON MATUSZEWSKI (the "Affiant") being first duly sworn, deposes, and says:

1. Affiant is the CEO of BIOSTEM TECHNOLOGIES, INC., a Florida Corporation ("Borrower") and is obtaining from RICHARD C. ATHERAS and ALLEN J. ATHERAS ("Lender") a loan in the principal amount of \$850,000.00 to be evidenced by and repayable in accordance with the terms of an Interest Only Promissory Note (the "Note") and secured in part by a Mortgage (the "Mortgage") encumbering that certain real property situate, lying and being in Broward County, Florida and more particularly described in the Mortgage (the "Land"), each dated of even date herewith.

2. Borrower is the owner in fee simple of the Land.

3. To the knowledge of Affiant, the Land is in compliance with all applicable governmental laws and regulations.

4. To the knowledge of Affiant, no person, firm, entity, or corporation has any rights in and to the Land superior or inferior to the lien of the Mortgage.

5. To the knowledge of Affiant, there are no outstanding options to purchase or mortgages of any nature affecting the Land or any improvements thereon.

6. To the knowledge of Affiant, there have been no improvements, alterations, or repairs to the Land for which payment in full has not been made prior to the date hereof and there are no construction or other liens or assessments against the Land or any improvements thereon.

7. There is no action, suit, or proceeding now pending (or to the best of Affiant's knowledge, threatened) against, involving, or affecting Borrower or Affiant, before any court or any governmental agency which may result in any material adverse change in the business or financial condition of Borrower and/or Affiant.

8. No person(s) other than the Borrower is in possession of the property.

9. To the knowledge of Affiant, more than ninety (90) days has elapsed since the completion of all improvements for which payment has not been made in full.

10. To the knowledge of Affiant, there are no adverse matters, including actions taken by the Borrower or others that would give rise to litigation or a lien.

11. With the exception of certain potential municipal requirements related to a water line servicing the Improvements, all necessary utility lines for water, sewer, electricity, cable, gas (if applicable), and telephone service have been extended to the boundaries of the Land so that

all improvements constructed on the Land are connected to the local companies and plants supplying such utilities, and all easements which are necessary for the furnishing of such facilities and services to the Land have been obtained prior to the date hereof.

12. To the knowledge of Affiant, there are no suits, bankruptcies, or other executions pending in any court which could in any way affect title to the Land or constitute a lien thereon, and Borrower and/or Affiant is not a surety on any bond wherein, through the default of the principal thereof, a lien against the Land could be created.

13. Affiant has not received any notice from any governmental or quasi-governmental authority of any condemnation proceedings or threatened condemnation affecting the Land.

14. Affiant has not received any notice from any insurer or governmental or quasi-governmental authority of any violation of any building, zoning, subdivision, fire prevention, minimum housing, or unsafe structures laws, codes, ordinances, rules, decrees, or regulations.

15. To the knowledge of Affiant, any and all assessments due to the INTERSTATE COMMERCE CENTER CONDOMINIUM ASSOCIATION, INC. are paid and up to date. No amount is owed or outstanding.

16. To the knowledge of Affiant, the property is being refinanced in the usual and regular course of business and in compliance with the articles of incorporation and bylaws.

17. To the knowledge of Affiant, the boundaries of the Land are clearly marked and there are no disputes concerning the location thereof.

18. Borrower and/or Affiant are not subject to any bankruptcy, creditors' reorganization, or insolvency proceeding, and no such proceedings are pending, contemplated, or threatened.

19. As of the date hereof, there has been no material adverse change in the financial condition of Borrower and/or Affiant.

20. There are no matters pending against the Borrower and/or Affiant that could give rise to a lien that would attach to the Land between the time of disbursing of the Loan and the recording of the Mortgage.

21. All of the representations and warranties contained in the Mortgage are true and correct in all material respects.

22. This Affidavit is made to induce Lender to close and consummate the Loan.

Under penalties of perjury, Affiant declares that he has examined this certification and to the best of his knowledge and belief it is true, correct, and complete, and Affiant further declares that he has authority to sign this document on behalf of Borrower.

[End of Text of BORROWER'S AFFIDAVIT – Signature Page to Follow]

B. Type of Loan

<input type="radio"/> 1. FHA	<input type="radio"/> 2. FmHA	<input type="radio"/> 3. Conv. Unins.	6. File Number 22F-467Q	7. Loan Number	8. Mortg. Ins. Case Num.
<input type="radio"/> 4. V.A.	<input type="radio"/> 5. Conv. Ins.		ID:		

C. NOTE: This form is furnished to give you a statement of actual settlement costs. Amounts paid to and by the settlement agent are shown. Items marked "(p.o.c.)" were paid outside the closing; they are shown here for informational purposes and are not included in the totals.

D. NAME OF BORROWER: BIOSTEM TECHNOLOGIES, INC. a Florida Corporation
Address of Borrower: 2836 Center Port Circle, #15, Pompano Beach, Florida 33064

E. NAME OF SELLER:
Address of Seller:

TIN:

F. NAME OF LENDER: RICHARD C. ATHERAS and ALLEN J. ATHERAS
Address of Lender:

G. PROPERTY LOCATION: 2836 Center Port Circle, #15, Pompano Beach, Florida 33064

H. SETTLEMENT AGENT: Moraltis, Karney, Moraltis & Qualley
Place of Settlement: 915 Middle River Drive, Suite 506, Fort Lauderdale, Florida 33304

TIN: 59-1487335
Phone: 954-563-4163

I. SETTLEMENT DATE: 4/28/22

DISBURSEMENT DATE: 4/28/22

J. Summary of borrower's transaction		K. Summary of seller's transaction	
100. Gross amount due from borrower:		400. Gross amount due to seller:	
101. Contract sales price		401. Contract sales price	
102. Personal property		402. Personal property	
103. Settlement charges to borrower (Line 1400)	9,246.10	403.	
104. Payoff of first mortgage loan	506,166.67	404.	
105. Payoff of IRS lien	104,401.13	405.	
Adjustments for items paid by seller in advance:		Adjustments for 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.	
120. Gross amount due from borrower:	619,813.90	420. Gross amount due to seller:	0.00
200. Amounts paid or in behalf of borrower:		500. Reductions in amount due to seller:	
201. Deposit or earnest money		501. Excess deposit (see Instructions)	
202. Principal amount of new loan(s)	850,000.00	502. Settlement charges to seller (line 1400)	
203. Existing loan(s) taken subject to		503. Existing loan(s) taken subject to	
204. Principal amount of second mortgage		504. Payoff of first mortgage loan	
205.		505. Payoff of second mortgage loan	
206.		506. Deposits held by seller	
207. Principal amt of mortgage held by seller		507. Principal amt of mortgage held by seller	
208. Butler Rebate	1,250.00	508.	
209.		509.	
Adjustments for items unpaid by seller:		Adjustments for items unpaid by seller:	
210. City/town taxes		510. City/town taxes	
211. County taxes		511. County taxes	
212. Assessments		512. Assessments	
213.		513.	
214.		514.	
215.		515.	
216.		516.	
217.		517.	
218.		518.	
219.		519.	
220. Total paid by/for borrower:	851,250.00	520. Total reductions in amount due seller:	0.00
300. Cash at settlement from/to borrower:		600. Cash at settlement to/from seller:	
301. Gross amount due from borrower (line 120)	619,813.90	601. Gross amount due to seller (line 420)	0.00
302. Less amount paid by/for the borrower (line 220)	(851,250.00)	602. Less total reductions in amount due seller (line 520)	0.00
303. Cash (<input type="checkbox"/> From <input checked="" type="checkbox"/> To) Borrower:	231,436.10	603. Cash (<input type="checkbox"/> To <input type="checkbox"/> From) Seller:	0.00

Substitute Form 1099 Seller Statement: The information contained in blocks E, G, H, and I and on line 401 is important tax information and is being furnished to the IRS. If you are required to file a return, a negligence penalty or other sanction will be imposed on you if this item is required to be reported and the IRS determines that it has not been reported.

Seller Instructions: To determine if you have to report the sale or exchange of your main home on your tax return, see Instructions for Schedule D (Form 1040 or 1040-SR). If not your main home, report the transaction on Form 4797, Form 6252, and/or Schedule D for the appropriate income tax form.

I. Settlement charges				Borrower POC	Seller POC	Paid from Borrower's Funds at Settlement	Paid from Seller's Funds at Settlement
700. Total Sales/Brokers Com. based on price	@	% =					
701.	% to						
702.	% to						
703. Commission paid at settlement							
704.	to						
800. Items payable in connection with loan:				Borrower POC	Seller POC		
801. Loan origination fee	% to						
802. Loan discount	% to						
803. Appraisal fee	to						
804. Credit report	to						
805. Lender's Inspection fee	to						
806. Mortgage insurance application fee	to						
807. Assumption Fee	to						
808.	to						
809.	to						
810.	to						
811.	to						
900. Items required by lender to be paid in advance:				Borrower POC	Seller POC		
901. Interest from	04/28/22	to 05/01/22	@ 200.7000 /day			602.10	
902. Mortgage Insurance premium for	months to						
903. Hazard insurance premium for	years to						
904. Flood insurance premium for	years to						
905.	years to						
1000. Reserves deposited with lender:				Borrower POC	Seller POC		
1001. Hazard Insurance	months @		per month				
1002. Mortgage insurance	months @		per month				
1003. City property taxes	months @		per month				
1004. County property taxes	months @		per month				
1005. Annual assessments	months @		per month				
1006. Flood Insurance	months @		per month				
1007.	months @		per month				
1008.	months @		per month				
1009. Aggregate accounting adjustment							
1100. Title charges:				Borrower POC	Seller POC		
1101. Settlement or closing fee	to						
1102. Abstract or title search	to	Moralts, Karney, Moraltis & Qualley				150.00	
1103. Title examination	to						
1104. Title insurance binder	to						
1105. Document preparation	to						
1106. Notary fees	to						
1107. Attorney's Fees	to						
(Includes above item numbers:)				
1108. Title Insurance	to	Old Republic Nat. Title				3,280.00	
(Includes above item numbers:)				
1109. Lender's coverage (Premium):	\$850,000.00 (\$3,280.00)						
1110. Owner's coverage (Premium):							
1111. Endorse: 5.1-25;8.1-25;F9-328.00						378.00	
1112. Doc Storage/Photo/Tel/Courier	to						
1113.	to						
1200. Government recording and transfer charges:							
1201. Recording fees	Deed	Mortgage(s)	\$61.00 Releases			61.00	
1202. City/county tax/stamps	Deed	Mortgage(s)	\$1,700.00			1,700.00	
1203. State tax/stamps	Deed	Mortgage(s)	\$2,975.00			2,975.00	
1204. E-Recording	to	Simplifile				19.00	
1205. Record NOC & Terminations	to	Board of County Commissioners				71.00	
1300. Additional settlement charges:				Borrower POC	Seller POC		
1301. Record Term of UCC	to	Board of County Commissioners				10.00	
1302.	to						
1303.	to						
1304.	to						
1305.	to						
1306.	to						
1307.	to						
1308.	to						
1309.							
1400. Total settlement charges:						9,246.10	0.00
(Enter on lines 103, Section J and 502, Section K)							

