

ERNIE LEE MAGAHA
CLERK OF THE CIRCUIT COURT



BRANCH OFFICES
ARCHIVES AND RECORDS
JUVENILE DIVISION

CENTURY

ARCHIVES AND RECORDS
CHILD SUPPORT
CIRCUIT CIVIL
CIRCUIT CRIMINAL
COUNTY CIVIL
COUNTY CRIMINAL
DOMESTIC RELATIONS
FAMILY LAW
JURY ASSEMBLY
JUVENILE
MENTAL HEALTH
MIS
OPERATIONAL SERVICES
PROBATE
TRAFFIC

COUNTY OF ESCAMBIA
OFFICE OF THE
CLERK OF THE CIRCUIT COURT

CLERK TO THE BOARD OF
COUNTY COMMISSIONERS

OFFICIAL RECORDS
COUNTY TREASURY
AUDITOR

IMAGING COVER PAGE

This cover page is not a part of the original documents but is
necessary to avoid obscuring any information on
the original documents

Case: 2008 TD 001545



00080151936

Dkt: TD83 Pg#:

3

Original Documents Follow

TAX COLLECTOR'S CERTIFICATION

**Application
Date / Number
Aug 26, 2010 / 2369**

This is to certify that the holder listed below of Tax Sale Certificate Number **2008 / 1545**, issued the **30th** day of **May, 2008**, and which encumbers the following described property located in the County of Escambia, State of Florida to wit: **Parcel ID Number: 03-3002-010**

Certificate Holder:
ALUMNI PARTNERS II, LLC
PO BOX 9223
LONGBOAT KEY, FLORIDA 34228

Property Owner:
DPJ LLC
4400 BAYOU BLVD
PENASCOLA, FLORIDA 32503

Legal Description: 31-1S3-022
LT 1 EMERALD COAST COMMONS S/D PB 18 P 48 OR 5574 P 1533

has surrendered same in my office and made written application for tax deed in accordance with Florida Statutes. I certify that the following tax certificates, interest, ownership and encumbrance report fee, and Tax Collector's fees have been paid:

CERTIFICATES OWNED BY APPLICANT AND FILED IN CONNECTION WITH THIS TAX DEED APPLICATION:

Cert. Year	Certificate Number	Date of Sale	Face Amt	T/C Fee	Interest	Total
2008	1545	05/30/08	\$1,653.99	\$0.00	\$694.68	\$2,348.67

CERTIFICATES REDEEMED BY APPLICANT OR INCLUDED (COUNTY) IN CONNECTION WITH THIS APPLICATION:

Cert. Year	Certificate Number	Date of Sale	Face Amt	T/C Fee	Interest	Total
2010	2197	06/01/10	\$4,279.71	\$6.25	\$213.99	\$4,499.95

1. Total of all Certificates in Applicant's Possession and Cost of the Certificates Redeemed by Applicant or Included (County)
2. Total of Delinquent Taxes Paid by Tax Deed Application
3. Total of Current Taxes Paid by Tax Deed Applicant
4. Ownership and Encumbrance Report Fee
5. Tax Deed Application Fee
6. Total Certified by Tax Collector to Clerk of Court
7. Clerk of Court Statutory Fee
8. Clerk of Court Certified Mail Charge
9. Clerk of Court Advertising Charge
10. Sheriff's Fee
11. _____
12. Total of Lines 6 thru 11
13. Interest Computed by Clerk of Court Per Florida Statutes.....(%)
14. One-Half of the assessed value of homestead property. If applicable pursuant to section 197.502, F.S.
15. Statutory (Opening) Bid; Total of Lines 12 thru 14
16. Redemption Fee
17. Total Amount to Redeem

\$6,848.62
\$0.00
\$150.00
\$75.00
\$7,073.62
\$7,073.62
\$6.25

*Done this 26th day of August, 2010

TAX COLLECTOR, ESCAMBIA COUNTY, FLORIDA

By Candice deus

Date of Sale: January 4, 2011

* This certification must be surrendered to the Clerk of the Circuit Court no later than ten days after this date.

Notice to Tax Collector of Application for Tax Deed

TO: Tax Collector of Escambia County

In accordance with Florida Statutes, I,

ALUMNI PARTNERS II, LLC
PO BOX 9223
LONGBOAT KEY, Florida, 34228

holder of the following tax sale certificate hereby surrender same to the Tax Collector and make tax deed application thereon:

Certificate No.	Parcel ID Number	Date	Legal Description
1545	03-3002-010	05/30/2008	31-1S3-022 LT 1 EMERALD COAST COMMONS S/D PB 18 P 48 OR 5574 P 1533

2009 TAX ROLL

DPJ LLC
4400 BAYOU BLVD
PENASCOLA, Florida 32503

I agree to pay all delinquent taxes, redeem all outstanding certificates not in my possession, pay any omitted taxes, and pay current taxes, if due, covering the land, and pay any interest earned (a) on tax certificates not in my possession, (b) on omitted taxes or (c) on delinquent taxes. I also agree to pay all Tax Collector's fees, ownership and encumbrance reports costs, Clerk of the Court costs, charges and fees and Sheriff's costs, if applicable. Attached is the above-mentioned tax sale certificate on which this application is based and all other certificates of the same legal description which are in my possession.

alumni2 (Kevin Kiernan)

Applicant's Signature

08/26/2010

Date

**Ernie Lee Magaha,
Clerk of the Circuit Court of Escambia County Florida**

Receipt Type	Case	Outstanding Amount	0.00
Receipt Number	1196270	Receipt Date	09/14/2010

Case Number	2008 TD 001545
Description	ALUMNI PARTNERS II, LLC VS

Action **TAX DEED APPLICATION**

Judge

Received From **ALUMNI PARTNERS II, LLC**

On Behalf Of **ALUMNI PARTNERS II, LLC**

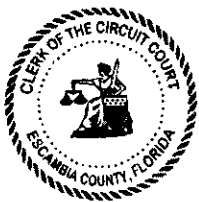
Total Received	390.00
Net Received	390.00
Change	0.00

Receipt Payments	Amount	Reference Description
Cash	390.00	ONCORE TRANS#814952

Receipt Applications	Amount
Holding	330.00
Service Charge	60.00

Deputy Clerk: mavila Transaction Date 09/14/2010 10:59:17

Comments



Print Date:
9/14/2010 9:22:08 AM

Transaction #: 814952
Receipt #: 201041782
Cashier Date: 9/14/2010 9:22:09 AM (MAVILA)

ERNIE LEE MAGAHA
Clerk of the Circuit Court
Escambia County, FL
P.O. Box 333
Pensacola, FL 32591
850-595-3930

Customer Information	
(TXD) TAX DEED DIVISION CLERK OF THE CIRCUIT COURT 221 PALAFOX PLACE Pensacola, FL 32502	Date Received: 09/14/2010 Source Code: Over the Counter Q Code: Return Code: Government Trans Type: Recording Agent Ref Num: Total Fees \$390.00 Total Payments \$390.00

1 Payments	
 CLERK	\$390.00

0 Recorded Items	
------------------	--

0 Search Items	
----------------	--

1 Miscellaneous Fees		
 (MISC FEE) MISCELLANEOUS FEES 2008 TD 01545		
TAXCT	1	\$60.00
TAXCR	330	\$330.00

ERNIE LEE MAGAHA
CLERK OF THE CIRCUIT COURT



BRANCH OFFICES
ARCHIVES AND RECORDS
JUVENILE DIVISION

CENTURY

CLERK TO THE BOARD OF
COUNTY COMMISSIONERS

OFFICIAL RECORDS
COUNTY TREASURY
AUDITOR

ARCHIVES AND RECORDS
CHILD SUPPORT
CIRCUIT CIVIL
CIRCUIT CRIMINAL
COUNTY CIVIL
COUNTY CRIMINAL
DOMESTIC RELATIONS
FAMILY LAW
JURY ASSEMBLY
JUVENILE
MENTAL HEALTH
MIS
OPERATIONAL SERVICES
PROBATE
TRAFFIC

**COUNTY OF ESCAMBIA
OFFICE OF THE
CLERK OF THE CIRCUIT COURT**

IMAGING COVER PAGE

This cover page is not a part of the original documents but is
necessary to avoid obscuring any information on
the original documents

Case: 2008 TD 001545



00053387654

Dkt: TD82 Pg#:

16

Original Documents Follow

Southern Guaranty Title Company

4400 Bayou Blvd., Suite 13B

Pensacola, Florida 32503

Telephone: (850) 478-8121

Facsimile: (850) 476-1437

11-047

OWNERSHIP AND ENCUMBERANCE REPORT

File No.: 8326

October 26, 2010

Escambia County Tax Collector
P.O. Box 1312
Pensacola, FL 32569
ATTN: Candice Lewis

Pursuant to your request, the Company has caused a search to be made of the Public Records of Escambia County, Florida, solely as revealed by records maintained from 10-25-90, through 10-25-10, and said search reveals the following:

1. THE GRANTEE(S) OF THE LAST DEED(S) OF RECORD IS:

J Leeds Enterprises, Inc.

2. The land covered by this Report is:

LEGAL DESCRIPTION IS ATTACHED HERETO AND MADE A PART HEREOF

3. The following unsatisfied mortgages, liens and judgments affecting the land covered by this Report appear of record:

SEE CONTINUATION PAGE ATTACHED HERETO AND MADE A PART HEREOF

4. Taxes:

SEE CONTINUATION PAGE ATTACHED HERETO AND MADE A PART HEREOF

The foregoing report is prepared and furnished for information only, is not intended to constitute or imply any opinion, warranty, guaranty, insurance, or similar assurance as to the status of title, and no determination has been made of the authenticity of any instrument described or referred to herein. The name search for the purposes of determining applicable judgments and liens is limited to the apparent record owner(s) shown herein. No attempt has been made to determine whether the land is subject to liens or assessments which are not shown as existing liens by the public records. The Company's liability hereunder shall not exceed the cost of this Report, or \$1,000.00 whichever is less.

THIS REPORT SHALL NOT BE USED FOR THE ISSUANCE OF TITLE INSURANCE.

Southern Guaranty Title Company

BY:


Richard S. Combs

October 26, 2010

**OWNERSHIP AND ENCUMBERANCE REPORT
LEGAL DESCRIPTION**

File No.: 8326

October 26, 2010

Lot 1, Emerald Coast Commons, according to the plat thereof
recorded in Plat Book 18, Page 48, Public Records of Escambia
County, Florida.

OWNERSHIP AND ENCUMBERANCE REPORT

CONTINUATION PAGE

File No.: 8326

October 26, 2010

UNSATISFIED MORTGAGES, LIENS AND JUDGMENTS AFFECTING THE LAND COVERED BY THIS REPORT THAT APPEAR OF RECORD:

1. That certain mortgage executed by J Leeds Enterprises, Inc. in favor of Coastal Bank & Trust formerly Bank of Pensacola dated October 11, 2007 and recorded October 16, 2007 in Official Records Book 6233, page 1604 of the public records of Escambia County, Florida, in the original amount of \$640,000.00. Assignment of Rents & Leases in O.R. Book 6233, page 1617. UCC-1 Financing Statement in O.R. Book 6233, page 1620.
2. That certain mortgage executed by J Leeds Enterprises, Inc. in favor of D.P.J., LLC dated October 31, 2007 and recorded November 8, 2007 in Official Records Book 6245, page 1488 of the public records of Escambia County, Florida, in the original amount of \$10,000.00.
3. Easement to Gulf Power Company filed in O.R. Book 6310, page 1246.
4. Lease between Subway Real Estate Corp. and J Leeds Enterprises, Inc. in O.R. Book 6375, page 706, and O.R. Book 6396, page 1829.
5. Taxes for the year 2007 and 2009 delinquent. The assessed value is \$235,986.00. Tax ID 03-3002-010.

PLEASE NOTE THE FOLLOWING:

- A. Taxes and Assessments due now or in subsequent years.
- B. Subject to Easements, Restrictions and Covenants of record.
- C. Oil, gas, mineral or any other subsurface rights of any kind or nature.
- D. Encroachments, overlaps, boundary line disputes, and any other matters which would be disclosed by an accurate survey and inspection of the premises.

SOUTHERN GUARANTY TITLE COMPANY

4400 BAYOU BLVD., SUITE 13-B, CORDOVA SQUARE

PENSACOLA, FLORIDA 32503

TEL. (850) 478-8121 FAX (850) 476-1437

Email: rcsgr@aol.com

Janet Holley
Escambia County Tax Collector
P.O. Box 1312
Pensacola, FL 32596

CERTIFICATION: TITLE SEARCH FOR TDA

TAX DEED SALE DATE: 1-4-2011

TAX ACCOUNT NO.: 03-3002-010

CERTIFICATE NO.: 2008-2369-1545 *RR*

In compliance with Section 197.256, Florida Statutes, the following is a list of names and addresses of those persons, firms and/or agencies having legal interest in or claim against the above described property. The above referenced tax sale certificate is being submitted as proper notification of tax deed sale.

YES NO

 X Notify City of Pensacola, P.O. Box 12910, 32596

 X Notify Escambia County, 190 Governmental Center, 32501

 x Homestead for tax year.

J Leeds Enterprises, Inc.
P.O. Box 607
Milton, FL 32572

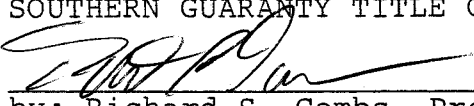
Coastal Bank & Trust
formerly Bank of Pensacola
125 W. Romana St., 4th Floor
Pensacola, FL 32502

Subway Real Estate Corp. (tenant)
1305 Creighton Rd.
Pensacola, FL 32504
and
325 Bic Drive
Milford, CT 06461

D.P.J., LLC
c/o Robert O. Beasley, Esq.
226 E. Government St.
Pensacola, FL 32502

Certified and delivered to Escambia County Tax Collector,
this 5th day of November, 2010.

SOUTHERN GUARANTY TITLE COMPANY


by: Richard S. Combs, President

NOTE: The above listed addresses are based upon current information available, but said addresses are not guaranteed to be true or correct.

Prepared by:
Robert O. Beasley
Litvak, Beasley & Wilson, LLP
226 East Government Street, Post Office Box 13503
Pensacola, Florida 32591-3503
File Number: 07-0244ROB/JW

General Warranty Deed

Made this October 11, 2007 A.D. By D.P.J., L.L.C., a Florida limited liability company, hereinafter called the grantor, to J Leeds Enterprises Inc., a Florida corporation, whose post office address is: , hereinafter called the grantee:

(Whenever used herein the term "grantor" and "grantee" include all the parties to this instrument and the heirs, legal representatives and assigns of individuals, and the successors and assigns of corporations)

Witnesseth, that the grantor, for and in consideration of the sum of Ten Dollars, (\$10.00) and other valuable considerations, receipt whereof is hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms unto the grantee, all that certain land situate in Escambia County, Florida, viz:

Lot 1, Emerald Coast Commons, a subdivision of a portion of Section 31, Township 1 South, Range 30 West, Escambia County, Florida, according to the plat thereof, recorded in Plat Book 18, Page 48, of the Public Records of said County.

Said property is not the homestead of the Grantor(s) under the laws and constitution of the State of Florida in that neither Grantor(s) or any members of the household of Grantor(s) reside thereon.

Parcel ID Number: 311S302217000001

Together with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

To Have and to Hold, the same in fee simple forever.

And the grantor hereby covenants with said grantee that the grantor is lawfully seized of said land in fee simple; that the grantor has good right and lawful authority to sell and convey said land; that the grantor hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances except taxes accruing subsequent to December 31, 2007.

Prepared by:
Robert O. Beasley
Litvak, Beasley & Wilson, LLP
226 East Government Street, Post Office Box 13503
Pensacola, Florida 32591-3503
File Number: 07-0244ROB/JW

In Witness Whereof, the said grantor has signed and sealed these presents the day and year first above written.

Signed, sealed and delivered in our presence:

Witness Printed Name

Robert Beasley

D.P.J., L.L.C.
a Florida limited liability company

By

J. Dan Gilmore
J. Dan Gilmore, Manager

Address: 1313 Creighton Road, Pensacola, FL 32504

(Seal)

(Seal)

Witness Printed Name

Charles L. Hoffman Jr.

Address:

State of Florida

County of Escambia

The foregoing instrument was acknowledged before me this 14th day of October, 2007, by J. Dan Gilmore as Manager of D.P.J., L.L.C., a Florida limited liability company, on behalf of said company, who is/are personally known to me.

ROBERT O. BEASLEY
NOTARY PUBLIC - STATE OF FLORIDA
COMMISSION # DD579011
EXPIRES 7/30/2010
BONDED THRU 1-888-NOTARY1

Notary Public

Print Name:

My Commission Expires:

13

Prepared by and return to:
Charles L. Hoffman, Jr., of
SHELL, FLEMING, DAVIS & MENGE
226 Palafox Place, 9th floor
Pensacola, Florida 32501
SFD&M File No. 72-27088

STATE OF FLORIDA
COUNTY OF ESCAMBIA

MORTGAGE AND SECURITY AGREEMENT

This Mortgage and Security Agreement ("Mortgage") is made and executed as of the 11th day of October, 2007, by **J Leeds Enterprises Inc., a Florida corporation** ("Mortgagor"), to **Bank of Pensacola** with its principal office at 400 West Garden Street, Pensacola, Florida 32502, as mortgagee ("Lender").

WITNESSETH:

WHEREAS, Lender has agreed to make a loan to Mortgagor in the principal amount of Six Hundred Forty Thousand Dollars (\$640,000.00) (the "Loan");

WHEREAS, the Loan is evidenced by a Promissory Note (the "Note") of even date herewith from Mortgagor to Lender in the original principal amount of \$640,000.00;

WHEREAS, Lender will not make the Loan unless Mortgagor gives to Lender this Mortgage as security for the Note and related loan documents;

NOW, THEREFORE, for and in consideration of the Loan and to secure the prompt payment of the Note, with interest thereon, and any and all extensions, renewals, replacements, consolidations and modifications thereof, and further to secure the punctual performance of all covenants, conditions and agreements set forth herein or in the other instruments securing the Note, Mortgagor does hereby irrevocably mortgage, pledge and encumber to Lender, its successors and assigns, the following described property (all of which as described in (A) through (F) below is referred to herein as the "Mortgaged Property"):

(A) That parcel of land (the "Property") situated and lying in Escambia County, Florida, and described as follows:

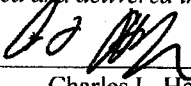
Lot 1, Emerald Coast Commons, a subdivision of a portion of Section 31, Township 1 South, Range 30 West, Escambia County, Florida, according to the plat thereof, recorded in Plat Book 18, Page 48, of the public records of said County.

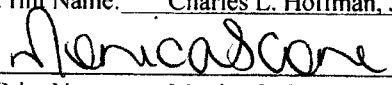
(B) All structures, buildings, improvements, sewage and utility lines and equipment, appurtenances and fixtures of every nature whatsoever now or hereafter situated in, on, above or under the Property (the "Improvements");

(C) All building materials, equipment, fixtures and fittings of every kind or character now owned or hereafter acquired by the Mortgagor for the purpose of being used or useful in the construction of the Improvements located or to be located on the Property;

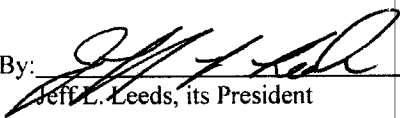
(D) All fixtures, appliances, machinery, furniture, furnishings, apparatus, equipment and other articles of personal property of any nature whatsoever owned by Mortgagor now or at any time hereafter and now or hereafter installed in, attached to or situated in or upon the Property or the Improvements, or used or intended to be used in connection with the Property or in the operation, occupancy, use, maintenance or enjoyment of any of the Improvements now or hereafter erected thereon

Signed, sealed and delivered in the presence of:


Print Name: Charles L. Hoffman, Jr.


Print Name: Monica S. Cone

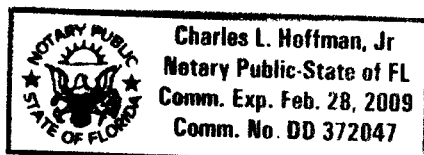
J Leeds Enterprises Inc.

By: 
Jeff L. Leeds, its President

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 11th day of October, 2007, by Jeff L. Leeds, the President of J Leeds Enterprises Inc., a Florida corporation, on behalf of said corporation, who is personally known to me or who produced a valid driver's license as identification.


NOTARY PUBLIC - STATE OF FLORIDA
Typed Name: Charles L. Hoffman, Jr.
My Commission Expires: 2/28/09



Prepared by:
Robert O. Beasley
Litvak Beasley & Wilson, LLP
226 E. Government Street
Pensacola, Florida 32502
07-0244ROB/jw

STATE OF FLORIDA
COUNTY OF ESCAMBIA

**THIS MORTGAGE IS INTENDED TO BE A SECOND MORTGAGE WHICH IS SUBORDINATE
AND INFERIOR TO THE MORTGAGE RECORDED AT OFFICIAL RECORDS BOOK 6233,
AT PAGE 1604 IN THE PUBLIC RECORDS OF ESCAMBIA COUNTY, FLORIDA.**

MORTGAGE

This Mortgage ("Mortgage") is made and executed as of the 31 day of October, 2007, by
J Leeds Enterprises, Inc., a Florida corporation ("Mortgagors"), to D.P.J., L.L.C., a Florida
limited liability company, as mortgagee ("Mortgagee").

WITNESSETH:

Mortgagor, for and in consideration of the principal sum set forth in the promissory note
hereafter mentioned, the receipt of which is hereby acknowledged, and other good and valuable
considerations, does hereby bargain, sell, convey, and grant unto Mortgagee, its successors and
assigns, forever the following described parcel of real property in Escambia County, Florida,
to-wit:

Lot 1, Emerald Coast Commons, a subdivision of a portion of Section 31,
Township 1 South, Range 30 West, Escambia County, Florida, according to the
plat thereof, recorded in Plat Book 18, Page 48, of the Public Records of said
County.

and all structures and improvements now or hereafter on said land and all fixtures attached
thereto and all rents, issues, proceeds, and property accruing therefrom, and all gas, steam,
electric, water and other heating, cooling, cooking, refrigerating, lighting, plumbing, ventilating,
irrigating, and power systems, machines, equipment, appliances, fixtures and appurtenances
which now or hereafter may pertain to or be used with, in or on said premises, even though they
may be detached or detachable. Together with all building materials and equipment of every
character and description, all lighting, heating, and plumbing fixtures of every character and
description, and all other property and things now owned or hereafter acquired, used, or useful in
connection with the construction of the buildings and improvements erected or to be erected on
the above-described real estate, wherever the same may be located, whether on or adjacent to
said real estate, in storage, or otherwise.

The subject property is not the constitutional homestead of the Mortgagors.

TO HAVE AND TO HOLD the same, together with all and singular the tenements, hereditaments, and appurtenances thereunto belonging or in anywise appertaining to Mortgagee, the successors and assigns of Mortgagee, in fee simple forever.

AND Mortgagor, for Mortgagor and the heirs and legal representatives of Mortgagor, covenants with Mortgagee, and the successors and assigns of Mortgagee, that Mortgagor is indefeasibly seized of said property in fee simple; that Mortgagor has full power and lawful right to convey the same in fee simple as aforesaid; that it shall be lawful for Mortgagee, its successors and assigns, at all times peaceably and quietly to enter upon, hold, occupy, and enjoy said property and every part thereof; and the said property and every part thereof is free from all encumbrances of every kind and character except as is heretofore or hereafter indicated; and that the Mortgagor will make such further assurances to perfect the fee simple title to said land in Mortgagee, the successors and assigns of Mortgagee, as may reasonably be required; and that Mortgagor does hereby warrant title to said property and every part thereof, and will defend the same against the lawful claims of all persons whomsoever.

This mortgage secures a Promissory Note ("Note") in the amount of \$10,000.00 from the Mortgagor to the Mortgagee of even date herewith. If Mortgagor shall pay to Mortgagee the indebtedness in the principal sum of Ten Thousand 00/100 Dollars (\$10,000.00) as evidenced by that certain Note, of even date herewith, or any renewal, modification or replacement of such Note, executed by Mortgagor and payable to order of Mortgagee, with interest and upon the terms as provided therein, and together with all other sums advanced by Mortgagee to or on behalf of Mortgagor pursuant to the Note or this Mortgage, the final maturity date of the Note and this Mortgage as specified in the Note and shall perform all other covenants and conditions of the Note, all of the terms of which Note are incorporated herein by reference as though set forth fully herein, and of any renewal, extension or modification, thereof and of this Mortgage, then this Mortgage and the estate hereby created shall cease and terminate. The parties hereto acknowledge and agree that this mortgage will not cease and terminate until the Note in the amount of \$10,000.00 is satisfied.

This conveyance is intended to be and is a mortgage to secure the payment of the following:

(a) That certain promissory note from Mortgagor to Mortgagee of even date herewith requiring payment in the form of a conveyance of property as set forth therein and on the terms specified in said promissory note. This Mortgage also secures all renewals, extensions, modifications and consolidations of said note.

(b) Any and all other notes, liabilities, and obligations of Mortgagor to Mortgagee, whether such notes, liabilities and obligations be now in existence or accrue or arise hereafter, or be now owned or held by Mortgagee or be acquired hereafter, whether or not related to the real estate herein described and whether or not otherwise secured, provided that the total amount of indebtedness secured by this Mortgage may decrease or increase from time to time but the total balance so secured at any one time shall not exceed the maximum principal amounts specified in the preceding subparagraph, plus interest thereon, and any disbursements made for the payment of taxes, levies, or insurance on the property covered by the lien of this Mortgage, with interest

(2) any personal injury (including wrongful death) or property damage (real or personal) arising out of or related to any such hazardous material; (3) any lawsuit brought or threatened, settlement reached, or government order relating to any such hazardous material; or (4) any violation of any laws applicable thereto.

E. The failure of the Mortgagor to comply fully with all requirements in subparagraphs A through D, inclusive, shall constitute a default under this Mortgage and under the note or other obligations secured thereby.

19. The Mortgagor shall have the right to prepay the whole or any part of the unpaid balance of the indebtedness secured by this Mortgage at any time without penalty or premium. All such prepayments shall be governed by the applicable terms of the note secured by this Mortgage.

IN WITNESS WHEREOF, the Mortgagor has caused this Mortgage to be executed the day and year first above written.

WITNESSES:

BORROWER:

J Leeds Enterprises, Inc.,
a Florida corporation

By: Jeff L. Leeds, President

Julia A. Whitson
Print Name: Julia A. Whitson

Keri A. Rhodes
Print Name: Keri A. Rhodes

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 31 day of October, 2007, by Jeff L. Leeds as President of J Leeds Enterprises, Inc., a Florida corporation, on behalf of said corporation, who () is personally known to me or who () has provided FL Drivers License as identification and who did take an oath.

-SEAL-

NOTARY PUBLIC

MEMORANDUM OF LEASE

This is a Memorandum of Lease for the Lease executed on February 27, 2006, between Subway Real Estate Corp. (Grantee) a corporation organized under the laws of the State of Delaware, having its principal office at 325 Bic Drive, Milford, CT 06461, hereinafter called "the Tenant", and J Leeds Enterprises Inc, (Grantor) having its principal office at: PO Box 607, Milton, FL 32572 hereinafter called "the Landlord".

For the purpose of this document and/or the Lease, as well as any exhibits/schedules executed by the Landlord and Tenant, if applicable, the terms "Landlord", "Grantor", and "Lessor" or "Tenant", "Grantee", and "Lessee" as used shall be deemed synonymous.

The Landlord leases to the Tenant the premises as described in the Lease:

1. Premises:

SUBWAY® store number: 21202

Located at: 1305 Creighton Road, Pensacola, FL 32514

State of: FLORIDA

County of: ESCAMBIA

2. Term

The Lease is for a term of 5 Year(s)/0 Month(s)/0 Day(s)

3. Renewal (Option) Periods:

The Tenant shall have the right to renew this lease for: 3 5-Year

Prepared by, and return to:

Attn: Janice Trowbridge

Subway Real Estate Corp.

325 Bic Drive ~ Milford, CT 06461

Acknowledgment – Memorandum of Lease

In Witness whereof the "TENANT" has hereunto executed this document this 12th Day of June , 2008

TENANT: Subway Real Estate Corp.

Madelyn Leonard
Madelyn Leonard
Duly Authorized

Witness Jaime Bova
Jaime Bova

Witness Jaime Frost
Jaime Frost

STATE OF CONNECTICUT

COUNTY OF NEW HAVEN

On this the 12th day of June in the Year 2008, before me, the undersigned, a Notary Public in and for said State, personally appeared Madelyn Leonard duly authorized by Subway Real Estate Corp. and personally known to me to be the individual whose name is subscribed to the within instrument and acknowledge to me that she executed the same in her, their capacity, and that by her signature on the instrument, the individual, or the person upon behalf of which the individual(s) acted, executed the instrument.



Janice M. Trowbridge
Janice M. Trowbridge, Notary Public
County of New Haven

(Notary Seal)
My Commission Expires: January 31, 2009

Prepared by, and return to:
«Attn»
Subway Real Estate Corp.
325 Bic Drive ~ Milford, CT 06461

MEMORANDUM OF LEASE

This is a Memorandum of Lease for the Lease executed on February 27, 2006, between Subway Real Estate Corp. (Grantee) a corporation organized under the laws of the State of Delaware, having its principal office at 325 Bic Drive, Milford, CT 06461, hereinafter called "the Tenant", and J Leeds Enterprises Inc., (Grantor) having its principal office at: PO Box 607, Milton, FL 32572 hereinafter called "the Landlord".

For the purpose of this document and/or the Lease, as well as any exhibits/schedules executed by the Landlord and Tenant, if applicable, the terms "Landlord", "Grantor", and "Lessor" or "Tenant", "Grantee", and "Lessee" as used shall be deemed synonymous.

The Landlord leases to the Tenant the premises as described in the Lease:

1. Premises:

SUBWAY® store number: 21202

Located at: 1325 Creighton Road, Pensacola, FL 32504

State of: FLORIDA

County of: ESCAMBIA

2. Term

The Lease is for a term of 5 Year(s)/0 Month(s)/0 Day(s)

3. Renewal (Option) Periods:

The Tenant shall have the right to renew this lease for: 3 5-Year

Prepared by, and return to:

Attn: Janice Trowbridge

Subway Real Estate Corp.

325 Bic Drive - Milford, CT 06461

Acknowledgment - Memorandum of Lease

In Witness whereof the "TENANT" has hereunto executed this document this 26th Day of August, 2008

TENANT: Subway Real Estate Corp.

Madelyn Leonard 8/27/08

Madelyn Leonard

Duly Authorized

Christa Krapp

Witness

Printed Name Christa Krapp

Mari Olmsted

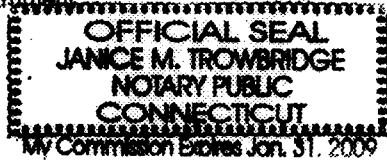
Witness

Printed Name Mari Olmsted

STATE OF CONNECTICUT

COUNTY OF NEW HAVEN

On this the 26th day of August 2008 in the Year 2008, before me, the undersigned, a Notary Public in and for said State, personally appeared Madelyn Leonard duly authorized by Subway Real Estate Corp. and personally known to me to be the individual whose name is subscribed to the within instrument and acknowledge to me that she executed the same in her, their capacity, and that by her signature on the instrument, the individual, or the person upon behalf of which the individual(s) acted, executed the instrument.



Janice M. Trowbridge
Janice M. Trowbridge, Notary Public
County of New Haven

(Notary Seal)

My Commission Expires: January 31, 2009

Prepared by, and return to:
Janice Trowbridge
Subway Real Estate Corp.
325 Bic Drive - Milford, CT 06461

ERNIE LEE MAGAHA
CLERK OF THE COURT & COMPTROLLER
 P.O. BOX 333
 PENSACOLA, FL 32591-0333
 (850) 595-4140
REGISTRY ACCOUNT

Bank of America.

PENSACOLA, FLORIDA

VOID AFTER 6 MONTHS

63-27
 631

9000013316

PAY

SUBWAY

TO THE ORDER OF
 SUBWAY
 5171 WOODGLENN LANE
 PACE, FL 32571

*THIRTY AND 00/100

DATE

AMOUNT

11/16/2010

30.00

Ernie Lee Magaha

ERNIE LEE MAGAHA, CLERK OF THE COURT



⑈9000013316⑈ ⑆063100277⑆ 898033991356⑈

ERNIE LEE MAGAHA
CLERK OF THE COURT & COMPTROLLER

9000013316

Date	Case Number	Description	Amount
11/16/2010	2008 TD 001545	PAYMENT TAX DEEDS	30.00

9000013316

Check: 9000013316 11/16/2010 SUBWAY

Check Amount:

30.00

ERNIE LEE MAGAHA
CLERK OF THE COURT & COMPTROLLER
P.O. BOX 333
PENSACOLA, FL 32591-0333
(850) 595-4140
REGISTRY ACCOUNT

Bank of America
PENSACOLA, FLORIDA
VOID AFTER 6 MONTHS

9000013268

63-27
631

PAY

*TWENTY SIX THOUSAND ONE HUNDRED TWENTY FOUR AND 46/100

JANET HOLLEY TAX COLLECTOR

TO THE ORDER OF JANET HOLLEY TAX COLLECTOR
213 PALAFOX PLACE
PENSACOLA, FL 32502

DATE

AMOUNT

11/09/2010

26,124.46

Ernie Lee Magaha

ERNIE LEE MAGAHA, CLERK OF THE COURT



⑈9000013268⑈ ⑆063100277⑆ 898033991356⑈

ERNIE LEE MAGAHA
CLERK OF THE COURT & COMPTROLLER

9000013268

Date	Case Number	Description	Amount
11/09/2010	2008 TD 000641	PAYMENT TAX DEEDS	811.96
11/09/2010	2008 TD 004632	PAYMENT TAX DEEDS	609.60
11/09/2010	2008 TD 000813	PAYMENT TAX DEEDS	607.60
11/09/2010	2008 TD 003627	PAYMENT TAX DEEDS	3,256.10
11/09/2010	2008 TD 006630	PAYMENT TAX DEEDS	609.60
11/09/2010	2008 TD 008300	PAYMENT TAX DEEDS	811.72
11/09/2010	2008 TD 001118	PAYMENT TAX DEEDS	3,398.18
11/09/2010	2008 TD 002630	PAYMENT TAX DEEDS	607.60
11/09/2010	2008 TD 001129	PAYMENT TAX DEEDS	609.60
11/09/2010	2008 TD 001129	PAYMENT TAX DEEDS	721.70

There are additional check details for this check that total:

6,846.47
9000013268

Check: 9000013268 11/09/2010 JANET HOLLEY TAX COLLECTOR

Check Amount: 26,124.46

2008 TD 04834 12.50
2008 TD 03342 831.85
2008 TD 01788 3,198.19
2008 TD 07666 1,324.75
2008 TD 02487 1,473.18

ERNIE LEE MAGAHA
CLERK OF THE COURT & COMPTROLLER
 P.O. BOX 333
 PENSACOLA, FL 32591-0333
 (850) 595-4140
REGISTRY ACCOUNT

Bank of America



PENSACOLA, FLORIDA

63-27
631

VOID AFTER 6 MONTHS

9000013281

PAY

*FIVE HUNDRED FIFTY THREE AND 91/100

SUBWAY

TO THE ORDER OF
 SUBWAY
 5171 WOODGLENN LANE
 PACE, FL 32571

DATE

AMOUNT

11/09/2010

553.91

Ernie Lee Magaha

ERNIE LEE MAGAHA, CLERK OF THE COURT



⑈9000013281⑈ ⑆063100277⑆ 898033991356⑈

ERNIE LEE MAGAHA
CLERK OF THE COURT & COMPTROLLER

9000013281

Date 11/09/2010 Case Number 2008 TD 001545

Description
 PAYMENT TAX DEEDS

Amount
 553.91

9000013281

Check: 9000013281 11/09/2010 SUBWAY

Check Amount:

553.91

ERNIE LEE MAGAH
 CLERK OF THE COURT & COMPTROLLER
 P.O. BOX 333
 PENSACOLA, FL 32591-0333
 (850) 595-4140
 REGISTRY ACCOUNT

Bank of America
 PENSACOLA, FLORIDA
 VOID AFTER 6 MONTHS

63-27
 631

9000013248

PAY

*ONE THOUSAND TWO HUNDRED TWENTY TWO AND 65/100

ALUMNI PARTNERS II LLC

TO THE ORDER OF ALUMNI PARTNERS II LLC
 P O BOX 9223
 LONGBOAT KEY, FL 34228

DATE

AMOUNT

11/09/2010

1,222.65

Ernie Lee Magaha

ERNIE LEE MAGAHA, CLERK OF THE COURT



⑈9000013248⑈ ⑆063100277⑆ 898033991356⑈

ERNIE LEE MAGAHA
 CLERK OF THE COURT & COMPTROLLER

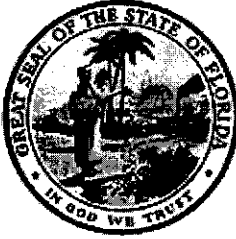
9000013248

Date	Case Number	Description	Amount
11/09/2010	2008 TD 001545	PAYMENT TAX DEEDS	407.55
11/09/2010	2008 TD 002487	PAYMENT TAX DEEDS	407.55
11/09/2010	2008 TD 003627	PAYMENT TAX DEEDS	407.55

9000013248

Check: 9000013248 11/09/2010 ALUMNI PARTNERS II LLC

Check Amount: 1,222.65



ERNIE LEE MAGAHA
CLERK OF THE CIRCUIT COURT
ESCAMBIA COUNTY, FLORIDA

Tax Deed - Redemption Calculator

Account: 033002010 Certificate Number: 001545 of 2008

Redemption ☒ Yes Application Date 08/26/2010 Interest Rate 18%

	Final Redemption Payment ESTIMATED	Redemption Overpayment ACTUAL
	Auction Date <u>01/04/2011</u>	Redemption Date <u>11/05/2010</u>
Months	5	3
Tax Collector	<u>\$7,073.62</u>	<u>\$7,073.62</u>
Tax Collector Interest	<u>\$530.52</u>	<u>\$318.31</u>
Tax Collector Fee	<u>\$6.25</u>	<u>\$6.25</u>
Total Tax Collector	<u>\$7,610.39</u>	<u>\$7,398.18</u>
Clerk Fee	<u>\$60.00</u>	<u>\$60.00</u>
Sheriff Fee	<u>\$120.00</u>	<u>\$120.00</u>
Legal Advertisement	<u>\$210.00</u>	<u>\$210.00</u>
App. Fee Interest	<u>\$29.25</u>	<u>\$17.55</u>
Total Clerk	<u>\$419.25</u>	<u>\$407.55</u>
Postage	<u>\$60.00</u>	<u>\$60.00</u>
Researcher Copies	<u>\$40.00</u>	<u>\$40.00</u>
Total Redemption Amount	<u>\$8,129.64</u>	<u>\$7,905.73</u>
	Repayment Overpayment Refund Amount	$\$223.91 + 30 + 120 + 210 = \553.91

Notes ACTUAL SHERIFF \$40.00 COM FEE \$
 11/04/2010 APRIL FROM FLEMING OFFICE..MVA
 11/05/2010 jeff leads called for quote..mva

Submit

Reset

Print Preview

**Ernie Lee Magaha,
Clerk of the Circuit Court of Escambia County Florida**

Receipt Type	Case	Outstanding Amount	0.00
Receipt Number	1216302	Receipt Date	11/05/2010

Case Number	2008 TD 001545
Description	ALUMNI PARTNERS II, LLC VS

Action **TAX DEED REDEMPTION**

Judge

Received From **SUBWAY**

On Behalf Of **ALUMNI PARTNERS II, LLC**

Total Received	8,159.64
Net Received	8,159.64
Change	0.00

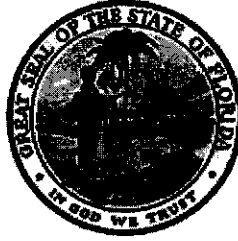
Receipt Payments	Amount	Reference Description
Check	8,159.64	188971

Receipt Applications	Amount
Holding	8,059.64
Service Charge	100.00

Deputy Clerk: mavila Transaction Date 11/05/2010 13:58:44

Comments

ERNIE LEE MAGAHA
CLERK OF THE CIRCUIT COURT
ARCHIVES AND RECORDS
CHILDSUPPORT
CIRCUIT CIVIL
CIRCUIT CRIMINAL
COUNTY CIVIL
COUNTY CRIMINAL
DOMESTIC RELATIONS
FAMILY LAW
JURY ASSEMBLY
JUVENILE
MENTAL HEALTH
MIS
OPERATIONAL SERVICES
PROBATE
TRAFFIC



**COUNTY OF ESCAMBIA
OFFICE OF THE
CLERK OF THE CIRCUIT COURT**

**BRANCH OFFICES
ARCHIVES AND RECORDS
JUVENILE DIVISION
CENTURY**

CLERK TO THE BOARD OF
COUNTY COMMISSIONERS
OFFICIAL RECORDS
COUNTY TREASURY
AUDITOR

ERNIE LEE MAGAHA, CLERK OF THE CIRCUIT COURT
Tax Certificate Redeemed From Sale
Account: 033002010 Certificate Number: 001545 of 2008

Payor: SUBWAY 5171 WOODGLENN LANE PACE, FL 32571 Date 11/05/2010

Clerk's Check #	188971	Clerk's Total	\$419.25
Tax Collector Check #	1	Tax Collector's Total	\$7,610.39
		Postage	\$60.00
		Researcher Copies	\$40.00
		Total Received	\$8,129.64

ERNIE LEE MAGAHA
Clerk of the Circuit Court

Received By: _____
Deputy Clerk

Escambia County Government Complex • 221 Palafox Place Ste 110 • PENSACOLA, FLORIDA 32502
(850) 595-3793 • FAX (850) 595-4827 • <http://www.clerk.co.escambia.fl.us>

ERNIE LEE MAGAHA
 CLERK OF THE CIRCUIT COURT
 ARCHIVES AND RECORDS
 CHILDSUPPORT
 CIRCUIT CIVIL
 CIRCUIT CRIMINAL
 COUNTY CIVIL
 COUNTY CRIMINAL
 DOMESTIC RELATIONS
 FAMILY LAW
 JURY ASSEMBLY
 JUVENILE
 MENTAL HEALTH
 MIS
 OPERATIONAL SERVICES
 PROBATE
 TRAFFIC



**COUNTY OF ESCAMBIA
 OFFICE OF THE
 CLERK OF THE CIRCUIT COURT**

**BRANCH OFFICES
 ARCHIVES AND RECORDS
 JUVENILE DIVISION
 CENTURY**

CLERK TO THE BOARD OF
 COUNTY COMMISSIONERS
 OFFICIAL RECORDS
 COUNTY TREASURY
 AUDITOR

Case # 2008 TD 001545

Redeemed Date 11/05/2010

Name SUBWAY 5171 WOODGLENN LANE PACE, FL 32571

Clerk's Total = TAXDEED	\$419.25
Due Tax Collector = TAXDEED	\$7,610.39
Postage = TD2	\$60.00
ResearcherCopies = TD6	\$40.00

Apply Docket Codes

• For Office Use Only

Date	Docket	Desc	Amount Owed	Amount Due	Payee Name
05/30/2008	TD1	TAX DEED APPLICATION Receipt: 1196270 Date: 09/14/2010	60.00	0.00	
05/30/2008	TAXDEED	TAX DEED CERTIFICATES Receipt: 1196270 Date: 09/14/2010	330.00	0.00	
09/17/2010	TD83	TAX COLLECTOR CERTIFICATION	0.00	0.00	
11/05/2010	TAXDEED	TAXDEED Due Tax Collector	7,610.39	7,610.39	
11/05/2010	TD6	TITLE RESEARCHER COPY CHARGES	40.00	40.00	
11/05/2010	TD2	POSTAGE TAX DEEDS	60.00	60.00	
11/05/2010	TAXDEED	TAXDEED Clerk's Total	419.25	419.25	

Rcd	Docket Application	Owed	Paid	Dismissed	Due
1	Service Charge	\$160.00	\$60.00	\$0.00	\$100.00
2	Holding	\$8,359.64	\$330.00	\$0.00	\$8,029.64
	TOTAL	\$8,519.64	\$390.00	\$0.00	\$8,129.64

**Ernie Lee Magaha,
Clerk of the Circuit Court of Escambia County Florida**

Receipt Type	Case	Outstanding Amount	0.00
Receipt Number	1196270	Receipt Date	09/14/2010

Case Number	2008 TD 001545
Description	ALUMNI PARTNERS II, LLC VS

Action **TAX DEED APPLICATION**

Judge

Received From **ALUMNI PARTNERS II, LLC**

On Behalf Of **ALUMNI PARTNERS II, LLC**

Total Received	390.00
Net Received	390.00
Change	0.00

Receipt Payments	Amount	Reference Description
Cash	390.00	ONCORE TRANS#814952

Receipt Applications	Amount
Holding	330.00
Service Charge	60.00

Deputy Clerk: mavila Transaction Date 09/14/2010 10:59:17

Comments



Print Date:

9/14/2010 9:22:08 AM

ERNIE LEE MAGAHA
Clerk of the Circuit Court
Escambia County, FL
P.O. Box 333
Pensacola, FL 32591
850-595-3930

Transaction #: 814952

Receipt #: 201041782

Cashier Date: 9/14/2010 9:22:09 AM (MAVILA)

Customer Information	Transaction Information	Payment Summary
(TXD) TAX DEED DIVISION CLERK OF THE CIRCUIT COURT 221 PALAFOX PLACE Pensacola, FL 32502	Date Received: 09/14/2010 Source Code: Over the Counter Q Code: Return Code: Government Trans Type: Recording Agent Ref Num:	Total Fees \$390.00 Total Payments \$390.00

1 Payments



CLERK

\$390.00

0 Recorded Items

0 Search Items

1 Miscellaneous Items



(MISC FEE) MISCELLANEOUS FEES 2008
TD 01545

TAXCT	1	\$60.00
TAXCR	330	\$330.00