

# TAX COLLECTOR'S CERTIFICATION

Application  
Date / Number  
Apr 15, 2014 / 140020

This is to certify that the holder listed below of Tax Sale Certificate Number **2012 / 2201.0000** , issued the **1st day of June, 2012**, and which encumbers the following described property located in the County of Escambia, State of Florida to wit: **Parcel ID Number: 04-0920-045**

**Certificate Holder:**  
PPF HOLDINGS III LTD.  
U.S. BANK CUSTODIAN FOR PPF HO  
P.O. BOX 645051  
CINCINNATI, OHIO 45264

**Property Owner:**  
GRAAL PROPERTIES INC  
PO BOX 9886  
PENSACOLA , FLORIDA 32513

**Legal Description:**  
LT 9 BELLVIEW PINES UNIT 14 PB 12 P 90 OR 4944 P 1386

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      |
|------------|--------------------|--------------|------------|---------|----------|------------|
| 2012       | 2201.0000          | 06/01/12     | \$1,304.68 | \$0.00  | \$112.53 | \$1,417.21 |

**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      |
|------------|--------------------|--------------|------------|---------|----------|------------|
| 2013       | 2000.0000          | 06/01/13     | \$1,260.93 | \$6.25  | \$63.05  | \$1,330.23 |

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 (2013)
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

|            |
|------------|
| \$2,747.44 |
| \$0.00     |
| \$1,147.44 |
| \$250.00   |
| \$75.00    |
| \$4,219.88 |
|            |
|            |
|            |
|            |
|            |
| \$4,219.88 |
|            |
|            |
|            |
|            |
| \$6.25     |
|            |

\*Done this 15th day of April, 2014

TAX COLLECTOR, ESCAMBIA COUNTY, FLORIDA

By Candice Lewis

Date of Sale: September 2, 2014

\* 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,

**PPF HOLDINGS III LTD.  
U.S. BANK CUSTODIAN FOR PPF HO  
P.O. BOX 645051  
CINCINNATI, Ohio, 45264**

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

| <b>Certificate No.</b> | <b>Parcel ID Number</b> | <b>Date</b> | <b>Legal Description</b>                                 |
|------------------------|-------------------------|-------------|----------------------------------------------------------|
| 2201.0000              | 04-0920-045             | 06/01/2012  | LT 9 BELLVIEW PINES UNIT 14 PB 12 P 90 OR<br>4944 P 1386 |

### **2013 TAX ROLL**

GRAAL PROPERTIES INC  
PO BOX 9886  
PENSACOLA , Florida 32513

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.

tda2012 (Taimur Jamil)  
Applicant's Signature

04/15/2014  
Date



# Chris Jones Escambia County Property Appraiser

[Real Estate  
Search](#)[Tangible Property  
Search](#)[Sale  
List](#)[Amendment 1/Portability  
Calculations](#)[Back](#)[← Navigate Mode](#) [Account](#) [Reference](#) [→](#)[Printer Friendly Version](#)**General Information**

**Reference:** 391S305300000009  
**Account:** 040920045  
**Owners:** GRAAL PROPERTIES INC  
**Mail:** PO BOX 9886  
PENSACOLA, FL 32513  
**Situs:** 2745 CHICAGO CT 32526  
**Use Code:** SINGLE FAMILY RESID   
**Taxing Authority:** COUNTY MSTU  
**Tax Inquiry:** [Open Tax Inquiry Window](#)

Tax Inquiry link courtesy of Janet Holley  
Escambia County Tax Collector

**2013 Certified Roll Assessment**

**Improvements:** \$50,344  
**Land:** \$17,100  
**Total:** \$67,444  
**Save Our Homes:** \$0

[Disclaimer](#)[Amendment 1/Portability Calculations](#)**Sales Data**

| Sale Date | Book | Page | Value    | Type | Official Records<br>(New Window) |
|-----------|------|------|----------|------|----------------------------------|
| 07/2002   | 4944 | 1386 | \$66,200 | WD   | <a href="#">View Instr</a>       |
| 02/1998   | 4231 | 1184 | \$60,000 | WD   | <a href="#">View Instr</a>       |
| 12/1995   | 4231 | 1183 | \$100    | QC   | <a href="#">View Instr</a>       |
| 06/1989   | 2719 | 146  | \$49,200 | CT   | <a href="#">View Instr</a>       |

Official Records Inquiry courtesy of Pam Childers  
Escambia County Clerk of the Circuit Court and  
Comptroller

**2013 Certified Roll Exemptions**

None

**Legal Description**

LT 9 BELLVIEW PINES UNIT 14 PB 12 P 90 OR 4944 P  
1386

**Extra Features**

None

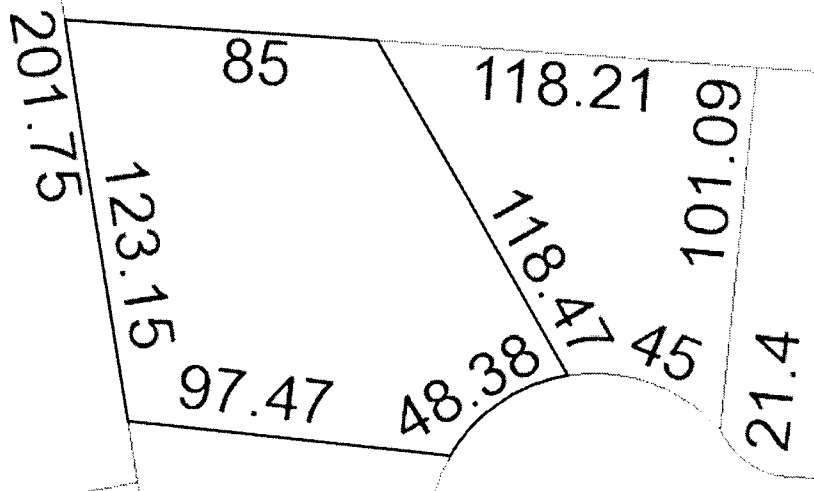
**Parcel  
Information**[Launch Interactive Map](#)

**Section  
Map Id:**  
39-1S-30-3

**Approx.  
Acreage:**  
0.3300

**Zoned:**   
R-2

**Evacuation  
& Flood  
Information**  
[Open Report](#)

**Buildings**

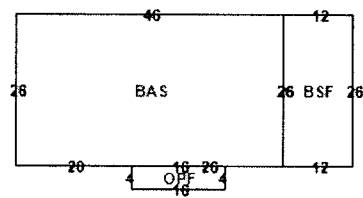
**Building 1 - Address:** 2745 CHICAGO CT, **Year Built:** 1986, **Effective Year:** 1986

**Structural Elements**

**DECOR/MILLWORK-AVERAGE**  
**DWELLING UNITS-1.00**  
**EXTERIOR WALL-BRICK-FACE**  
**FLOOR COVER-CARPET**  
**FOUNDATION-SLAB ON GRADE**  
**HEAT/AIR-CENTRAL H/AC**



**OPEN PORCH FIN - 64**



Last update: 04/23/2014 (to: 4865)

# **Southern Guaranty Title Company**

4400 Bayou Boulevard, Suite 13B

Pensacola, Florida 32503

Telephone: 850-478-8121

Facsimile: 850-476-1437

## **OWNERSHIP AND ENCUMBRANCE REPORT**

File No.: 11199

May 27, 2014

Escambia County Tax Collector

P.O. Box 1312

Pensacola, Florida 32569

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 05-27-1994, through 05-27-2014, and said search reveals the following:

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

GRAAL Properties, 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: 

May 27, 2014

**OWNERSHIP AND ENCUMBRANCE REPORT  
LEGAL DESCRIPTION**

File No.: 11199

May 27, 2014

**Lot 9, Bellview Pines Unit 14, as per plat thereof, recorded in Plat Book 12, Page 90, of the  
Public Records of Escambia County, Florida**

**OWNERSHIP AND ENCUMBRANCE REPORT  
CONTINUATION PAGE**

File No.: 11199

May 27, 2014

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

1. Mortgage executed by GRAAL Properties, Inc. to Compass Bank, dated 07/23/2002 and recorded in Official Record Book 4944 on page 1388 of the public records of Escambia County, Florida. given to secure the original principal sum of \$53,000.00. Mortgage Modification recorded in O.R. Book 6190, page 1194, and O.R. Book 6949, page 687. Assignment of Rents and Leases recorded in O.R. Book 4944, page 1393.
2. Mortgage executed by GRAAL Properties, Inc. to Coastal Bank & Trust formerly Bank of Pensacola, dated 09/07/2007 and recorded in Official Record Book 6216 on page 617 of the public records of Escambia County, Florida. given to secure the original principal sum of \$30,000.00. Assignment of Rents and Leases recorded in O.R. Book 6436, page 1601.
3. Taxes for the year 2011-2013 delinquent. The assessed value is \$67,444.00. Tax ID 04-0920-045.
4. Escambia County Code Enforcement recorded in O.R. Book 6258, page 1678.

PLEASE NOTE THE FOLLOWING:

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

# 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: 9-2-2014

TAX ACCOUNT NO.: 04-0920-045

CERTIFICATE NO.: 2012-2201

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, 32521  
221 Palafox Place, 4th Floor/  
X    Notify Escambia County, 190 Governmental Center, 32502  
   X Homestead for    tax year.

GRAAL Properties, Inc.  
P.O. Box 9886  
Pensacola, FL 32513

Unknown Tenants  
2745 Chicago Ct.  
Pensacola, FL 32526

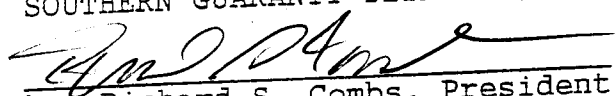
Escambia County Code Enforcement  
3363 West Park Place  
Pensacola, FL 32505

Compass Bank  
10060 Skinner Lake Dr.  
Jacksonville, FL 32246  
and  
5055 Bayou Blvd.  
Pensacola, FL 32503

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

Certified and delivered to Escambia County Tax Collector,  
this 28th day of May, 2014.

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.

REC ~~\$19.50~~ / ~~1.50~~  
DOC \$463.40

02070801  
391S305300000009

QR BK 4944 PG 1386  
Escambia County, Florida  
INSTRUMENT 2002-989573

DEED DOC STAMPS PD & ESC CO \$ 463.40  
07/29/02 ERIN LEE WRIGHT, CLERK

By: *[Signature]*

✓ RETURN TO:  
CITIZENS TITLE GROUP, INC.  
4300 BAYOU BLVD., SUITE 31  
PENSACOLA, FL 32503

WARRANTY DEED

INSTRUMENT PREPARED BY  
KAREN S. MCCLAMMY, PRESIDENT  
CITIZENS TITLE GROUP, INC.  
4300 BAYOU BLVD., SUITE 31  
PENSACOLA, FL 32503

STATE OF FLORIDA

COUNTY OF ESCAMBIA

KNOW ALL MEN BY THESE PRESENTS, That LASHAWN HAWKINS AND TELETRIS L. HAWKINS, HUSBAND AND WIFE as Grantor, whose address is 642 GLEN FALLS COURT, VIRGINIA BEACH, VA 23451.

For and in consideration of Ten Dollars and other good and valuable considerations, the receipt whereof is hereby acknowledged, do bargain, sell, convey and grant unto GRAAL PROPERTIES, INC. as Grantee, whose address is P.O. BOX 9886, PENSACOLA, FLORIDA 32513.

The following described real property, situate, lying and being in the State of FLORIDA, and County of ESCAMBIA, to wit:

LOT 9, BELLVIEW PINES UNIT - 14, BEING A SUBDIVISION OF A PORTION OF SECTION 39, TOWNSHIP 1 SOUTH, RANGE 30 WEST, ESCAMBIA COUNTY, FLORIDA, AS RECORDED IN PLAT BOOK 12 AT PAGE 90 OF THE PUBLIC RECORDS OF SAID COUNTY.

Subject to taxes for current year and to valid easements, mineral reservations and restrictions of record affecting the above property, if any. (Use of the terms "grantor" and "grantee" shall include singular or plural, the masculine or the feminine, where appropriate, and shall also include, but not be limited to, their heirs, assigns, or successors in interest.) To have and to hold the same together with all and singular the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining free from all exemptions and right of homestead. And the grantor covenants that he is well seized of an indefeasible estate in fee simple in the said property, and has a good right to convey the same, that it is free of lien or encumbrance, and that he, his heirs, executors and administrators, the said grantee, his heirs executors, administrators and assigns, in the quiet and peaceable possession and enjoyment thereof, against all persons lawfully claiming the same shall and will forever fully warrant and defend.

IN WITNESS WHEREOF, the said Grantors have signed and sealed these presents this  
25<sup>th</sup> day of July, 2002.

WITNESSES:

[Signature]

[Signature]

[Signature]  
LASHAWN HAWKINS

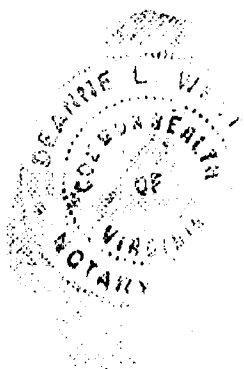
[Signature]  
TELETRIS L. HAWKINS

RCD Jul 29, 2002 10:02 am  
Escambia County, Florida

ERNIE LEE MAGAHA  
Clerk of the Circuit Court  
INSTRUMENT 2002-989573

STATE OF Virginia  
COUNTY OF Virginia Beach

The foregoing instrument was acknowledged before me this the 25<sup>th</sup> day of July,  
2002 by LASHAWN HAWKINS AND TELETRIS L. HAWKINS, HUSBAND AND WIFE personally known to me  
or who has produced a Drivers License or Military ID, as identification  
and who did not take an oath.



[Signature]

Notary Public  
Commission No: N/A  
Commission expires: 11-30-2004

DEANNE L. WEST  
NOTARY PUBLIC  
My Commission Expires:  
November 30, 2004

REC 24.00  
DOCS 185.50 INT. 106.00  
02070801

OR BK 4944 PG1388  
Escambia County, Florida  
INSTRUMENT 2002-989574

NTS DOC STAMPS PG 8 ESC CO \$ 185.50  
07/25/02 ERNIE LEE HENNA, CLERK  
By: *[Signature]*

INTONSTILE TAX PG 8 ESC CO \$ 106.00  
07/25/02 ERNIE LEE HENNA, CLERK  
By: *[Signature]*

## COMMERCIAL MORTGAGE

| BORROWER                             |                    | MORTGAGOR                            |                    |
|--------------------------------------|--------------------|--------------------------------------|--------------------|
| GRAAL PROPERTIES, INC.               |                    | GRAAL PROPERTIES, INC.               |                    |
| ADDRESS                              |                    | ADDRESS                              |                    |
| P.O. Box 9886<br>Pensacola, FL 32513 |                    | P.O. Box 9886<br>Pensacola, FL 32513 |                    |
| TELEPHONE NO.                        | IDENTIFICATION NO. | TELEPHONE NO.                        | IDENTIFICATION NO. |

In consideration of the loan or other credit accommodation hereinafter specified and any future advances or future Obligations, as defined herein, which may hereafter be advanced or incurred or other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Mortgagor hereby mortgages, grants, assigns and conveys to Compass Bank, 10060 Skinner Lake Drive, Jacksonville, FL 32246

(“Lender”), its successors and assigns, the real property described in Schedule A which is attached to this Mortgage and incorporated herein together with all future and present improvements and fixtures; privileges, hereditaments, and appurtenances; leases, licenses and other agreements; rents, issues and profits; water, well, ditch, reservoir and mineral rights and stock, and standing timber and crops pertaining to the real property (collectively, “Property”).

Moreover, in further consideration, Mortgagor does, for Mortgagor and Mortgagor's heirs, representatives and assigns, hereby expressly warrant, covenant, and agree with Lender its successors and assigns as follows:

1. **OBLIGATIONS.** This Mortgage shall secure the payment and performance of all presently existing or future evidences of indebtedness, liabilities, obligations and covenants of Borrower or Mortgagor (collectively, “Obligations”) to Lender pursuant to:

(a) this Mortgage and the following promissory notes and other agreements:

| INTEREST RATE | PRINCIPAL AMOUNT / CREDIT LIMIT | PENDING AGREEMENT DATE | MATURITY DATE | CUSTOMER NUMBER | LOAN NUMBER |
|---------------|---------------------------------|------------------------|---------------|-----------------|-------------|
| FIXED         | \$53,000.00                     | 07/23/02               | 07/23/07      |                 |             |

☐ all other presently existing or future evidences of indebtedness, liabilities, obligations, agreements, instruments, guarantees, or otherwise of Borrower or Mortgagor to Lender (whether executed for the same or different purposes than the foregoing); however, if securing such other indebtedness with the Property violates any state or federal law, rule, or regulation, including, but not limited to, failure to provide any right of rescission when required, Lender waives the security interest in the Property to the extent it causes any such violation;

(b) all amendments, extensions, renewals, modifications, replacements or substitutions to any of the foregoing.

As used in this Paragraph 1, the terms Mortgagor and Borrower shall include and also mean any Mortgagor or Borrower if more than one.

2. **FUTURE ADVANCES.** This Mortgage shall secure not only existing indebtedness, but also such future advances, whether such advances are obligatory or to be made at the option of Lender or otherwise, as are made within twenty (20) years from the date hereof, to the same extent as if such future advances were made on the date of the execution of this Mortgage, but such secured indebtedness shall not exceed at any time the maximum principal amount of \$53,000.00

plus interest thereon, and any disbursements made for the payment of taxes, levies or insurance on the mortgaged Property with interest on such disbursements. Any such future advances, whether obligatory or to be made at the option of Lender or otherwise, may be made either prior to or after the due dates of the promissory notes or any other agreements secured by this Mortgage. This Mortgage is given for the specific purpose of securing any and all indebtedness by the Borrower and Mortgagor to Lender (but in no event shall the secured indebtedness exceed at any time the maximum principal amount set forth in this paragraph) in whatever manner this indebtedness may be evidenced or represented until this Mortgage is satisfied of record. All covenants and agreements contained in this Mortgage shall be applicable to all further advances made by Lender to Borrower or Mortgagor under this future advance clause.

3. **REPRESENTATIONS, WARRANTIES AND COVENANTS.** Mortgagor represents, warrants and covenants to Lender that:

(a) Mortgagor has fee simple marketable title to the Property and shall maintain the Property free of all liens, security interests, encumbrances and claims except for this Mortgage and those described in Schedule B which is attached to this Mortgage and incorporated herein by reference, which Mortgagor agrees to pay and perform in a timely manner;

(b) Mortgagor is in compliance in all respects with all applicable federal, state and local laws and regulations, including, without limitation, those relating to “Hazardous Materials”, as defined herein, and other environmental matters (the “Environmental Laws”), and neither the federal government or any other governmental or quasi governmental entity has filed a lien on the Property, nor are there any governmental, judicial or administrative actions with respect to environmental matters pending, or to the best of the Mortgagor's knowledge, threatened, which involve the Property. Neither Mortgagor nor, to the best of Mortgagor's knowledge, any other party has used, generated, released, discharged, stored, or disposed of any Hazardous Materials, in connection with the Property or transported any Hazardous Materials to or from the Property. Mortgagor shall not commit or permit such actions to be taken in the future. The term “Hazardous Materials” shall mean any substance, material, or waste which is or becomes regulated by any governmental authority including, but not limited to, (i) petroleum; (ii) friable or nonfriable asbestos; (iii) polychlorinated biphenyls; (iv) those substances, materials or wastes designated as a “hazardous substance” pursuant to Section 311 of the Clean Water Act or listed pursuant to Section 307 of the Clean Water Act or any amendments or replacements to these statutes; (v) those substances, materials or wastes defined as a “hazardous waste” pursuant to Section 1004 of the Resource Conservation and Recovery Act or any amendments or replacements to that statute; and (vi) those substances, materials or wastes defined as a “hazardous substance” pursuant to Section 101 of the Comprehensive Environmental Response, Compensation and Liability Act, or any amendments or replacements to that statute or any other similar state or federal statute, rule, regulation or ordinance now or hereafter in effect. Mortgagor shall not lease or permit the sublease of the Property to a tenant or subtenant whose operations may result in contamination of the Property with Hazardous Materials or toxic substances;

(c) All applicable laws and regulations including, without limitation, the Americans with Disabilities Act, 42 U.S.C. 12101 et seq. (and all regulations promulgated thereunder) and all zoning and building laws and regulations relating to the Property by virtue of any federal, state or municipal authority with jurisdiction over the Property, presently are and shall be observed and complied with in all material respects, and all rights, licenses, permits, and certificates of occupancy (including but not limited to zoning variances, special exceptions for nonconforming uses, and final inspection approvals), whether temporary or permanent, which are material to the use and occupancy of the Property, presently are and shall be obtained, preserved and, where necessary, renewed;

*[Handwritten initials and signature]*  
S.O. 77.0.

(d) Mortgagor has the right and is duly authorized to execute and perform its Obligations under this Mortgage and these actions do not and shall not conflict with the provisions of any statute, regulation, ordinance, rule of law, contract or other agreement which may be binding on Mortgagor at any time;

(e) No action or proceeding is or shall be pending or threatened which might materially affect the Property; and

(f) Mortgagor has not violated and shall not violate any statute, regulation, ordinance, rule of law, contract or other agreement (including, but not limited to, those governing Hazardous Materials) which might materially affect the Property or Lender's rights or interest in the Property pursuant to this Mortgage.

4. **TRANSFERS OF THE PROPERTY OR BENEFICIAL INTERESTS IN MORTGAGORS OR BORROWERS.** In the event of a sale, conveyance, lease, contract for deed or transfer to any person of all or any part of the real property described in Schedule A, or any interest therein, or of all or any beneficial interest in Borrower or Mortgagor (if Borrower or Mortgagor is not a natural person or persons but is a corporation, limited liability company, partnership, trust, or other legal entity), Lender may, at its option declare the outstanding principal balance of the Obligations plus accrued interest thereon immediately due and payable. At Lender's request, Mortgagor or Borrower, as the case may be, shall furnish a complete statement setting forth all of its stockholders, members or partners, as appropriate, and the extent of their respective ownership interests.

5. **ASSIGNMENT OF RENTS.** In consideration of the Obligations, which are secured by this Mortgage, Mortgagor absolutely assigns to Lender all Mortgagor's estate, right, title, interest, claim and demand now owned or hereafter acquired in all existing and future leases of the Property (including extensions, renewals and subleases), all agreements for use and occupancy of the Property (all such leases and agreements whether written or oral, are hereafter referred to as the "Leases"), and all guarantees of lessees' performance under the Leases, together with the immediate and continuing right to collect and receive all of the rents, income, receipts, revenues, issues, profits and other income of any nature now or hereafter due (including any income of any nature coming due during any redemption period) under the Leases or from or arising out of the Property including minimum rents, additional rents, percentage rents, parking or common area maintenance contributions, tax and insurance contributions, deficiency rents, liquidated damages following default in any Lease, all proceeds payable under any policy of insurance covering loss of rents resulting from untenantability caused by destruction or damage to the Property, all proceeds payable as a result of a lessee's exercise of an option to purchase the Property all proceeds derived from the termination or rejection of any Lease in a bankruptcy or other insolvency proceeding, and all proceeds from any rights and claims of any kind which Mortgagor may have against any lessee under the Leases or any occupants of the Property (all of the above are hereafter collectively referred to as the "Rents"). This assignment is subject to the right, power and authority given to the Lender to collect and apply the Rents. This assignment is recorded in accordance with applicable state law; the lien created by this assignment is intended to be specific, perfected, and enforceable upon the recording of this Mortgage, all as provided by applicable state law as amended from time to time. As long as there is no default under the Obligations or this Mortgage, Lender grants Mortgagor a revocable license to collect all Rents from the Leases when due and to use such proceeds in Mortgagor's business operations. However, Lender may at any time require Mortgagor to deposit all Rents into an account maintained by Mortgagor or Lender at Lender's institution. Upon default in the payment of, or in the performance of, any of the Obligations, Lender may proceed to collect and receive all Rents, from the property, and Lender shall have full power to periodically make alterations, renovations, repairs or replacements to the Property as Lender may deem proper. Lender may apply all Rents in Lender's sole discretion, to payment of the Obligations, or to the payment of the cost of such alterations, renovations, repairs and replacements and any expenses incident to taking and retaining possession of the Property and the management and operation of the Property. Lender may keep the Property properly insured and may discharge any taxes, charges, claims, assessments and other liens which may accrue. The expense and cost of these actions may be paid from the Rents received, and any unpaid amounts shall be added to the principal of the Obligations. These amounts, together with other costs, shall become part of the Obligations secured by this Mortgage.

6. **LEASES AND OTHER AGREEMENTS.** Mortgagor shall not take or fail to take any action which may cause or permit the termination or the withholding of any payment in connection with any Lease or other agreement ("Agreement") pertaining to the Property. In addition, Mortgagor, without Lender's prior written consent, shall not: (a) collect any monies payable under any Agreement more than one month in advance; (b) modify any Agreement; (c) assign or allow a lien, security interest or other encumbrance to be placed upon Mortgagor's rights, title and interest in and to any Agreement or the amounts payable thereunder; or (d) terminate or cancel any Agreement except for the nonpayment of any sum or other material breach by the other party thereto. If Mortgagor receives at any time any written communication asserting a default by Mortgagor under an Agreement or purporting to terminate or cancel any Agreement, Mortgagor shall promptly forward a copy of such communication (and any subsequent communications relating thereto) to Lender. All such Agreements and the amounts due to Mortgagor thereunder are hereby assigned to Lender as additional security for the Obligations.

7. **COLLECTION OF INDEBTEDNESS FROM THIRD PARTY.** Lender shall be entitled to notify or require Mortgagor to notify any third party (including, but not limited to, lessees, licensees, governmental authorities and insurance companies) to pay Lender any indebtedness or obligation owing to Mortgagor with respect to the Property (cumulatively "Indebtedness") whether or not a default exists under this Mortgage. Mortgagor shall diligently collect the Indebtedness owing to Mortgagor from these third parties until the giving of such notification. In the event that Mortgagor possesses or receives possession of any instruments or other remittances with respect to the Indebtedness following the giving of such notification or if the instruments or other remittances constitute the prepayment of any Indebtedness or the payment of any insurance or condemnation proceeds, Mortgagor shall hold such instruments and other remittances in trust for Lender apart from its other property, endorse the instruments and other remittances to Lender, and immediately provide Lender with possession of the instruments and other remittances. Lender shall be entitled, but not required, to collect (by legal proceedings or otherwise), extend the time for payment, compromise, exchange or release any obligor or collateral, or otherwise settle any of the Indebtedness whether or not an event of default exists under this Agreement. Lender shall not be liable to Mortgagor for any action, error, mistake, omission or delay pertaining to the actions described in this paragraph or any damages resulting therefrom. Notwithstanding the foregoing, nothing herein shall cause Lender to be deemed a mortgagee-in-possession.

8. **USE AND MAINTENANCE OF PROPERTY.** Mortgagor shall take all actions and make any repairs needed to maintain the Property in good condition. Mortgagor shall not commit or permit any waste to be committed with respect to the Property. Mortgagor shall use the Property solely in compliance with applicable law and insurance policies. Mortgagor shall not make any alterations, additions or improvements to the Property without Lender's prior written consent, which may be granted or withheld at the sole discretion of Lender. Without limiting the foregoing, all alterations, additions and improvements made to the Property shall be subject to the beneficial interest belonging to Lender, shall not be removed without Lender's prior written consent, and shall be made at Mortgagor's sole expense.

9. **LOSS OR DAMAGE.** Mortgagor shall bear the entire risk of any loss, theft, destruction or damage (cumulatively "Loss or Damage") to the Property or any portion thereof from any cause whatsoever. In the event of any Loss or Damage, Mortgagor shall, at the option of Lender, repair the affected Property to its previous condition or pay or cause to be paid to Lender the decrease in the fair market value of the affected Property.

10. **INSURANCE.** The Property will be kept insured for its full insurable value (replacement cost) against all hazards including loss or damage caused by flood, earthquake, tornado and fire, theft or other casualty to the extent required by Lender. Mortgagor may obtain insurance on the Property from such companies as are acceptable to Lender in its sole discretion. The insurance policies shall require the insurance company to provide Lender with at least 30 days' written notice before such policies are altered or cancelled in any manner. The insurance policies shall name Lender as a loss payee, or additional insured as Lender may require, and provide that no act or omission of Mortgagor or any other person shall affect the right of Lender to be paid the insurance proceeds pertaining to the loss or damage of the Property. In the event Mortgagor fails to acquire or maintain insurance, Lender (after providing notice as may be required by law) may in its discretion procure appropriate insurance coverage upon the Property and the insurance cost shall be an advance payable and bearing interest as described herein and secured hereby. Mortgagor shall furnish Lender with evidence of insurance indicating the required coverage. Lender may act as attorney-in-fact for Mortgagor in making and settling claims under insurance policies, cancelling any policy or endorsing Mortgagor's name on any draft or negotiable instrument drawn by any insurer. All such insurance policies shall be immediately assigned, pledged and delivered to Lender as further security for the Obligations. In the event of loss, Mortgagor shall immediately give Lender written notice and Lender is authorized to make proof of loss. Each insurance company is directed to make payments directly to Lender instead of to Lender and Mortgagor. Lender shall have the right, at its sole option, to apply such monies toward the Obligations or toward the cost of rebuilding and restoring the Property. Any amounts may at Lender's option be applied in the inverse order of the due dates thereof.

11. **ZONING AND PRIVATE COVENANTS.** Mortgagor shall not initiate or consent to any change in the zoning provisions or private covenants affecting the use of the Property without Lender's prior written consent. If Mortgagor's use of the Property becomes a nonconforming use under any zoning provision, Mortgagor shall not cause or permit such use to be discontinued or abandoned without the prior written consent of Lender. Mortgagor will immediately provide Lender with written notice of any proposed changes to the zoning provisions or private covenants affecting the Property.

12. **CONDEMNATION.** Mortgagor shall immediately provide Lender with written notice of any actual or threatened condemnation or eminent domain proceeding pertaining to the Property. All monies payable to Mortgagor from such condemnation or taking are hereby assigned to Lender and shall be applied first to the payment of Lender's attorneys' fees, legal expenses and other costs (including appraisal fees) in connection with the condemnation or eminent domain proceedings and then, at the option of Lender, to the payment of the Obligations or the restoration or repair of the Property.

13. **LENDER'S RIGHT TO COMMENCE OR DEFEND LEGAL ACTIONS.** Mortgagor shall immediately provide Lender with written notice of any actual or threatened action, suit, or other proceeding affecting the Property. Mortgagor hereby appoints Lender as its attorney-in-fact to commence, intervene in, and defend such actions, suits, or other legal proceedings and to compromise or settle any claim or controversy pertaining thereto. Lender shall not be liable to Mortgagor for any action, error, mistake, omission or delay pertaining to the actions described in this paragraph or any damages resulting therefrom. Nothing contained herein will prevent Lender from taking the actions described in this paragraph in its own name.

14. **INDEMNIFICATION.** Lender shall not assume or be responsible for the performance of any of Mortgagor's obligations with respect to the Property under any circumstances. Mortgagor shall immediately provide Lender with written notice of and indemnify and hold Lender and its shareholders, directors, officers, employees and agents harmless from all claims, damages, liabilities (including attorneys' fees and legal expenses), causes of action, actions, suits and other legal proceedings (cumulatively "Claims") pertaining to the Property (including, but not limited to, those involving Hazardous Materials). Mortgagor, upon the request of Lender, shall hire legal counsel to defend Lender from such Claims, and pay the attorneys' fees, legal expenses and other costs incurred in connection therewith. In the alternative, Lender shall be entitled to employ its own legal counsel to defend such Claims at Mortgagor's cost. Mortgagor's obligation to indemnify Lender under this paragraph shall survive the termination, release or foreclosure of this Mortgage.

*S.O. [Signature] m.o.*

15. **TAXES AND ASSESSMENTS.** Mortgagor shall pay all taxes and assessments relating to Property when due and immediately provide Lender evidence of payment of same. Upon the request of Lender, Mortgagor shall deposit with Lender each month one-twelfth (1/12) of the estimated annual insurance premium, taxes and assessments pertaining to the Property. So long as there is no default, these amounts shall be applied to the payment of taxes, assessments and insurance as required on the Property. In the event of default, Lender shall have the right, at its sole option, to apply the funds so held to pay any taxes or against the Obligations. Any funds applied may, at Lender's option, be applied in reverse order of the due date thereof.
16. **INSPECTION OF PROPERTY, BOOKS, RECORDS AND REPORTS.** Mortgagor shall allow Lender or its agents to examine and inspect the Property and examine, inspect and make copies of Mortgagor's books and records pertaining to the Property from time to time. Mortgagor shall provide any assistance required by Lender for these purposes. All of the signatures and information contained in Mortgagor's books and records shall be genuine, true, accurate and complete in all respects. Mortgagor shall note the existence of Lender's beneficial interest in its books and records pertaining to the Property. Additionally, Mortgagor shall report, in a form satisfactory to Lender, such information as Lender may request regarding Mortgagor's financial condition or the Property. The information shall be for such periods, shall reflect Mortgagor's records at such time, and shall be rendered with such frequency as Lender may designate. All information furnished by Mortgagor to Lender shall be true, accurate and complete in all respects, and signed by Mortgagor if Lender requests.
17. **ESTOPPEL CERTIFICATES.** Within ten (10) days after any request by Lender, Mortgagor shall deliver to Lender, or any intended transferee of Lender's rights with respect to the Obligations, a signed and acknowledged statement specifying: (a) the outstanding balance on the Obligations; and (b) whether Mortgagor possesses any claims, defenses, set-offs or counterclaims with respect to the Obligations and, if so, the nature of such claims, defenses, set-offs or counterclaims. Mortgagor will be conclusively bound by any representation that Lender may make to the intended transferee with respect to these matters in the event that Mortgagor fails to provide the requested statement in a timely manner.
18. **EVENT OF DEFAULT.** An Event of Default will occur under this Mortgage in the event that Mortgagor, Borrower or any guarantor of the Obligations:
- (a) fails to pay any Obligation to Lender when due;
  - (b) fails to perform any Obligation or breaches any warranty or covenant to Lender contained in this Mortgage or any other present or future agreement;
  - (c) destroys, loses or damages the Property in any material respect or subjects the Property to seizure, confiscation, or condemnation;
  - (d) seeks to revoke, terminate or otherwise limit its liability under any guaranty to Lender or any individual guarantor dies;
  - (e) has a garnishment, judgment, tax levy, attachment or lien entered or served against Mortgagor, Borrower, any guarantor, or any of their property including the Collateral;
  - (f) dies, becomes legally incompetent, is dissolved or terminated, becomes insolvent, makes an assignment for the benefit of creditors, fails to pay debts as they become due, files a petition under the federal bankruptcy laws, has an involuntary petition in bankruptcy filed in which Mortgagor, Borrower or any guarantor is named, or has property taken under any writ or process of court;
  - (g) allows goods to be used, transported or stored on the Property, the possession, transportation, or use of which, is illegal;
  - (h) allows any party other than Mortgagor or Borrower to assume or undertake any Obligation without the written consent of Lender; or
  - (i) if Lender deems itself insecure in good faith with respect to any of the Obligations.
19. **RIGHTS OF LENDER ON EVENT OF DEFAULT.** Upon the occurrence of an Event of Default under this Mortgage, Lender shall be entitled to exercise one or more of the following remedies without notice or demand (except as required by law):
- (a) to declare the Obligations immediately due and payable in full; such acceleration shall be automatic and immediate if the Event of Default is a filing under the Bankruptcy Code;
  - (b) to collect the outstanding Obligations with or without resorting to judicial process;
  - (c) to require Mortgagor to deliver and make available to Lender any personal property or Chattels constituting the Property at a place reasonably convenient to Mortgagor and Lender;
  - (d) to collect all of the rents, issues, and profits from the Property from the date of default through the expiration of the last redemption period following the foreclosure of this Mortgage;
  - (e) to apply for and obtain the appointment of a receiver for the Property without regard to Mortgagor's financial condition or solvency, the adequacy of the Property to secure the payment or performance of the Obligations, or the existence of any waste to the Property;
  - (f) to pay any sums in any form or manner deemed expedient by Lender to protect the security of this Mortgage or to cure any default other than payment of interest or principal on the Obligations;
  - (g) to foreclose this Mortgage;
  - (h) to set-off Mortgagor's Obligations against any amounts owed Mortgagor by Lender including, but not limited to, monies, instruments, and deposit accounts maintained with Lender or any currently existing or future affiliate of Lender; and
  - (i) to exercise all other rights available to Lender under any other written agreement or applicable law.
- Lender's rights are cumulative and may be exercised together, separately, and in any order. In the event that Lender institutes an action seeking the recovery of any of the Property by way of a prejudgment remedy in an action against Mortgagor, Mortgagor waives the posting of any bond which might otherwise be required. Lender or Lender's designee may purchase the Property at any sale. The Property or any part thereof may be sold in one parcel, or in such parcels, manner or order as Lender in its sole discretion may elect.
20. **CONDOMINIUM COVENANTS.** If the Property comprises a unit in and together with an undivided interest in the common elements of a condominium, Mortgagor shall: (a) promptly pay, when due, all assessments imposed by the Owner Association or other governing body of the condominium project pursuant to the provisions of the declaration, by-laws, code of regulations or other constituent document thereof; and (b) except with Lender's prior written consent, not partition or subdivision the Property or consent to (i) the abandonment or termination of the condominium project; (ii) any material amendment to the declarations, by-laws, code of regulations or other constituent document of the condominium project including, but not limited to, any amendment which would change the percentage interest of the unit owners in the condominium project; or (iii) any proposal to terminate professional management and assume self-management of the condominium project. If the condominium project maintains a "master" or "blanket" policy on condominium projects which provides insurance coverage against hazards included within the term "extended coverage" and such hazards as Lender may require, and in such amount and for such period as Lender may require, then the provisions herein regarding the application of hazard insurance proceeds shall be superseded by any provision of the declarations, by-laws, code of regulations or constituent document of the condominium project or of applicable law to the extent necessary to avoid a conflict between such provisions and the provisions herein.
21. **REIMBURSEMENT OF AMOUNTS EXPENDED BY LENDER.** Lender, at Lender's option, may expend funds (including attorneys' fees and legal expenses) to perform any act required to be taken by Mortgagor or to exercise any right or remedy of Lender under this Mortgage. Upon demand, Mortgagor shall immediately reimburse Lender for all such amounts expended by Lender together with interest thereon at the lower of the highest rate described in any Obligation or the highest rate allowed by law from the date of payment until the date of reimbursement. These sums shall be included in the definition of Obligations herein and shall be secured by the beneficial interest granted herein. If the Obligations are paid after the beginning of publication of notice of sale, as herein provided, or in the event Lender shall, at its sole option, permit Mortgagor to pay any part of the Obligations after the beginning of publication of notice of sale, as herein provided, then, Mortgagor shall pay on demand all expenses incurred by the Lender in connection with said publication, including reasonable attorneys' fees to the attorneys for the Lender, and this Mortgage shall be security for all such expenses and fees.
22. **APPLICATION OF PAYMENTS.** All payments made by or on behalf of Mortgagor may be applied against the amounts paid by Lender (including attorneys' fees and legal expenses) in connection with the exercise of its rights or remedies described in this Mortgage and then to the payment of the remaining Obligations in whatever order Lender chooses.
23. **POWER OF ATTORNEY.** Mortgagor hereby appoints Lender as its attorney-in-fact to endorse Mortgagor's name on all instruments and other documents pertaining to the Obligations or the Mortgage. In addition, Lender shall be entitled, but not required, to perform any action or execute any document required to be taken or executed by Mortgagor under this Mortgage. Lender's performance of such action or execution of such documents shall not relieve Mortgagor from any Obligation or cure any default under this Mortgage. All powers of attorney described in this Mortgage are coupled with an interest and are irrevocable. Mortgagor hereby authorizes Lender to contact any third party and make any inquiry pertaining to Mortgagor's financial condition or the Property. In addition, Lender is authorized to provide oral or written notice of its interest in the Property to any third party.
24. **SUBROGATION OF LENDER.** Lender shall be subrogated to the rights of the holder of any previous lien, security interest or encumbrance discharged with funds advanced by Lender regardless of whether these liens, security interests or other encumbrances have been released or record.
25. **COLLECTION COSTS.** To the extent permitted by law, Owner agrees to pay on demand Lender's reasonable fees and costs, including, but not limited to, fees and costs of attorneys or other agents (including without limitation, paralegals, clerks and consultants), whether or not such attorney or agent is an employee of Lender, which are incurred by Lender in collecting any amount due or enforcing or protecting any right or remedy under this Agreement, whether or not suit is brought, including, but not limited to, all fees and costs incurred on appeal, in bankruptcy, and for post-judgment collection actions.
26. **PARTIAL RELEASE.** Lender may release its interest in a portion of the Property by executing and recording one or more partial releases without affecting its interest in the remaining portion of the Property.
27. **MODIFICATION AND WAIVER.** The modification or waiver of any of Mortgagor's obligations or Lender's rights under this Mortgage must be contained in a writing signed by Lender. Lender may perform any of Borrower's or Mortgagor's obligations, delay or fail to exercise any of its rights or accept payments from Mortgagor or anyone other than Mortgagor without causing a waiver of those obligations or rights. A waiver on one occasion shall not constitute a waiver on any other occasion. Mortgagor's obligations under this Mortgage shall not be affected if Lender amends, compromises, exchanges, fails to exercise, impairs or releases any of the obligations belonging to any Mortgagor, Borrower or third party or any of its rights against any Mortgagor, Borrower or third party or any of the Property. Lender's failure to insist upon strict performance of any of the obligations shall not be deemed a waiver and Lender shall have the right at any time thereafter to insist upon strict performance.

SO. *[Signature]* m.o.

28. **SUCCESSORS AND ASSIGNS.** This Mortgage shall be binding upon and inure to the benefit of Mortgagor and Lender and their respective successors, assigns, trustees, receivers, administrators, personal representatives, legatees and devisees.
29. **NOTICE.** Except as otherwise required by law, any notice or other communication to be provided under this Mortgage shall be in writing and mailed to the parties at the addresses described in this Mortgage or such other address as the parties may designate in writing from time to time. Any such notice so given and sent by first class mail, postage prepaid, shall be deemed given the earlier of three (3) days after such notice is sent or when received by the person to whom such notice is being given.
30. **SEVERABILITY.** Whenever possible, each provision of this Mortgage shall be interpreted so as to be effective and valid under applicable state law. If any provision of this Mortgage violates the law or is unenforceable, the rest of this Mortgage shall continue to be valid and enforceable.
31. **APPLICABLE LAW.** This Mortgage shall be governed by the laws of the state where the real property is located. Unless applicable law provides otherwise, Grantor consents to the jurisdiction and venue of any court selected by Lender, in its sole discretion, located in that state.
32. **CONSTRUCTION LOAN.** ☐ This Mortgage is a construction mortgage under the Uniform Commercial Code to secure an obligation incurred for the construction of an improvement on land, including the acquisition costs of land. This Mortgage secures a construction loan, and it will be subject to the terms of a construction loan agreement between Mortgagor and Lender. Any materials, equipment or supplies used or intended for use in the construction, development, or operation of the Property, whether stored on or off the Property, shall also be subject to the lien of this Mortgage.
33. **MISCELLANEOUS.** Time is of the essence in the performance of this agreement. Mortgagor waives presentment, demand for payment, notice of dishonor and protest except as required by law. All references to Mortgagor in this Mortgage shall include all persons signing below. If there is more than one Mortgagor, their Obligations shall be joint and several. This Mortgage represents the complete integrated understanding between Mortgagor and Lender pertaining to the terms and conditions hereof.
34. **JURY TRIAL WAIVER.** LENDER AND MORTGAGOR HEREBY WAIVE ANY RIGHT TO TRIAL BY JURY IN ANY CIVIL ACTION ARISING OUT OF, OR BASED UPON, THIS MORTGAGE.
35. **ADDITIONAL TERMS:**

Mortgagor acknowledges that Mortgagor has read, understands, and agrees to the terms and conditions of this Mortgage, and acknowledges receipt of an exact copy of same.

Dated this 23rd day of July, 2002

Witness:

*[Signature]*  
Robert Williams

*[Signature]*  
LARA SHIELDS

MORTGAGOR: GRAAL PROPERTIES, INC.

By: *[Signature]*  
Ottis L. Olsen, TREASURER  
P.O. Box 9886  
Pensacola, FL 32513

MORTGAGOR: GRAAL PROPERTIES, INC.

By: *[Signature]*  
Melanee Olsen, PRESIDENT  
P.O. Box 9886  
Pensacola, FL 32513

MORTGAGOR: GRAAL PROPERTIES, INC.

By: *[Signature]*  
Bob Briscoe, VICE PRESIDENT  
P.O. Box 9886  
Pensacola, FL 32513

MORTGAGOR: GRAAL PROPERTIES, INC.

By: *[Signature]*  
Suzie Briscoe, SECRETARY  
P.O. Box 9886  
Pensacola, FL 32513

MORTGAGOR:

MORTGAGOR:

MORTGAGOR:

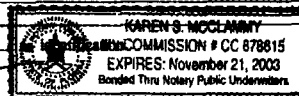
MORTGAGOR:

STATE OF FLORIDA, COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this JULY 24, 2002 OF GRAAL PROPERTIES, INC.  
OTTERY L. OLSEN TREASURER

who are personally known to me or who have produced

Notary Public

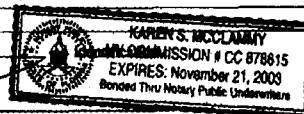


STATE OF FLORIDA, COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this JULY 24, 2002 OF GRAAL PROPERTIES, INC.  
MELONEE OLSEN PRESIDENT

who are personally known to me or who have produced

Notary Public



STATE OF FLORIDA, COUNTY OF ESCAMBIA

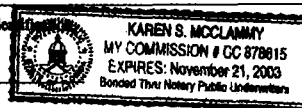
The foregoing instrument was acknowledged before me this JULY 24, 2002 by  
BOB BRISCOE VICE PRESIDENT OF GRAAL PROPERTIES, INC.

as

for

who are personally known to me or who have produced

Notary Public



STATE OF FLORIDA, COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this JULY 24, 2002 by  
SUZIE BRISCOE

as SECRETARY

for GRAAL PROPERTIES, INC.

who are personally known to me or who have produced

Notary Public



The following described real property located in the County of Escambia, State of Florida:

The street address of the Property (if applicable) is: 2745 Chicago Court  
Pensacola, FL

The legal description of the Property is:

LOT 9, BELLVIEW PINES UNIT - 14, BEING A SUBDIVISION OF A PORTION OF SECTION 39,  
TOWNSHIP 1 SOUTH, RANGE 30 WEST, ESCAMBIA COUNTY, FLORIDA, AS RECORDED IN PLAT BOOK  
12 AT PAGE 90 OF THE PUBLIC RECORDS OF SAID COUNTY.

RCD Jul 29, 2002 10:02 am  
Escambia County, Florida

ERNIE LEE MABANA  
Clerk of the Circuit Court  
INSTRUMENT 2002-989574

The permanent tax identification number of the Property is:

THIS DOCUMENT WAS PREPARED BY: COMPASS BANK

After Recording Return to:  
Compass Bank  
10060 Skinner Lake Drive  
Jacksonville, FL 32246

LPFL506 © John H. Harland Co. (8/21/97) (800) 937-3799

Page 5 of 5

SO. m.o.

**RECORDATION REQUESTED BY:**

Compass Bank  
Florida Processing Center  
10060 Skinner Lake Drive  
Jacksonville, FL 32246

**WHEN RECORDED MAIL TO:**

Compass Bank  
Florida Processing Center  
10060 Skinner Lake Drive  
Jacksonville, FL 32246

This Modification of Mortgage prepared by:

Name: LISA L POWELL  
Company: Compass Bank  
Address: 10060 Skinner Lake Drive, Jacksonville, FL 32246

**MODIFICATION OF MORTGAGE**



\*06500100747240000000420AFS0740\*

**THIS MODIFICATION OF MORTGAGE** dated July 20, 2007, is made and executed between GRAAL PROPERTIES, INC., whose address is 621 BAYOU BLVD., PENSACOLA, FL 32503 (referred to below as "Grantor") and Compass Bank, whose address is 10060 Skinner Lake Drive, Jacksonville, FL 32246 (referred to below as "Lender").

**MORTGAGE.** Lender and Grantor have entered into a Mortgage dated July 23, 2002 (the "Mortgage") which has been recorded in ESCAMBIA County, State of Florida, as follows:

**RECORDED JULY 29, 2002 IN O.R. BOOK 4944, PAGE 1388, IN THE PUBLIC RECORDS OF ESCAMBIA COUNTY, FLORIDA.**

**REAL PROPERTY DESCRIPTION.** The Mortgage covers the following described real property located in ESCAMBIA County, State of Florida:

LOT 9, BELLVIEW PINES UNIT - 14, BEING A PORTION OF SECTION 39, TOWNSHIP 1 SOUTH, RANGE 30 WEST, ESCAMBIA COUNTY, FLORIDA, ACCORDING TO PLAT RECORDED IN PLAT BOOK 12, PAGE 90 OF THE PUBLIC RECORDS OF SAID COUNTY.

The Real Property or its address is commonly known as 2745 CHICAGO COURT, PENSACOLA, FL 32526.

**MODIFICATION.** Lender and Grantor hereby modify the Mortgage as follows:

**MODIFY LOAN TO CHANGE THE RATE AND EXTEND THE MATURITY DATE UNTIL JULY 23, 2012.**

**CONTINUING VALIDITY.** Except as expressly modified above, the terms of the original Mortgage shall remain unchanged and in full force and effect and are legally valid, binding, and enforceable in accordance with their respective terms. Consent by Lender to this Modification does not waive Lender's right to require strict performance of the Mortgage as changed above nor obligate Lender to make any future modifications. Nothing in this Modification shall constitute a satisfaction of the promissory note or other credit agreement secured by the Mortgage (the "Note"). It is the intention of Lender to retain as liable all parties to the Mortgage and all parties, makers and endorsers to the Note, including accommodation parties, unless a party is expressly released by Lender in writing. Any maker or endorser, including accommodation makers, shall not be released by virtue of this Modification. Grantor hereby certifies and affirms that Grantor's liability shall continue in full force and effect through and including the Note's now extended maturity date and that Grantor has no defenses, setoffs, or other claims against Lender arising out of this credit facility. If it is determined that any other person or entity other than Lender shall have a lien, encumbrance, or claim of any type which has a legal priority over any term of this Modification, the original terms of the Note and Mortgage shall be severable from this Modification and separately enforceable from the terms thereof as modified hereby in accordance with their original terms, and Lender shall maintain all legal or equitable priorities which were in existence before the date of execution of this Modification. It is understood by and is the intention of the parties hereto that any legal or equitable priorities of Lender over any party which were in existence before the date of execution of this Modification shall remain in effect after the execution of this Modification.

**JURISDICTION.** Except as otherwise provided, any legal action or proceeding arising out of or relating to the loan or other extension of credit secured by this instrument, or to enforce and defend any rights, remedies, or provisions contained in this instrument, (a "Proceeding") shall be instituted in the federal court for or the state court sitting in the county where Lender's office that made this loan is located. With respect to any Proceeding, brought by or against Lender, each of the other parties hereto, to the fullest extent permitted by law: (i) waives any objections that each such party may now or hereafter have based on venue and/or forum non conveniens of any Proceeding in such court; and (ii) irrevocably submits to the jurisdiction of any such court in any Proceeding. Notwithstanding anything to the contrary herein, Lender may commence legal proceedings or otherwise proceed against any other party in any other jurisdiction if determined by Lender to be necessary in order to fully enforce or exercise any right or remedy of Lender relating to this loan including without limitation realization upon collateral that secures this loan.

**ERRORS AND OMISSIONS.** The parties agree agrees that if deemed necessary by Lender or any agent closing the loan, change in terms, or renewal in conjunction with this Modification ("the Loan"), Lender or the agent may correct and adjust this document and any other documents executed in connection with the Loan ("Related Documents") on behalf of any other party, as if such other party were making the correction or adjustment, in order to correct clerical errors. A clerical error is information in a document that is missing or that does not reflect accurately another party's agreement with Lender at the time the document was executed. If any such clerical errors are material changes, the other party agrees to fully cooperate in correcting such errors within 30 days of the date of mailing by Lender of a request to do that. Any change in the documents after they are signed to reflect a change in the agreement of the parties is an "alteration" or "amendment," which must be in writing and signed by the party that will be bound by the change.

**GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MODIFICATION OF MORTGAGE AND GRANTOR AGREES TO ITS TERMS. THIS MODIFICATION OF MORTGAGE IS DATED JULY 20, 2007.**

**RECORDATION REQUESTED BY:**

Compass Bank  
MOB CORDOVA  
5055 BAYOU BOULEVARD  
PENSACOLA, FL 32503

**WHEN RECORDED MAIL TO:**

Compass Bank, Attn: Loan Operations  
P. O. Box 10343  
Birmingham, AL 35203

*This Modification of Mortgage prepared by:*

Name: KRISHAWNA WAITES  
Company: Compass Bank  
Address: 401 W. VALLEY AVENUE , HOMEWOOD, AL 35209

**MODIFICATION OF MORTGAGE**



THIS MODIFICATION OF MORTGAGE dated November 19, 2012, is made and executed between GRAAL PROPERTIES, INC. (referred to below as "Grantor") and Compass Bank, whose address is 5055 BAYOU BOULEVARD, PENSACOLA, FL 32503 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated July 23, 2002 (the "Mortgage") which has been recorded in ESCAMBIA County, State of Florida, as follows:

RECORDED JULY 29, 2002 IN O.R. BOOK 4944, PAGE 1388, IN THE PUBLIC RECORDS OF ESCAMBIA COUNTY, FLORIDA .

REAL PROPERTY DESCRIPTION. The Mortgage covers the following described real property located in ESCAMBIA County, State of Florida:

LOT 9, BELLVIEW PINES UNIT 14, BEING A PORTION OF SECTION 9, TOWNSHIP 1 SOUTH, RANGE 30 WEST, ESCAMBIA COUNTY, FLORIDA, ACCORDING TO PLAT RECORDED IN PLAT BOOK 12, PAGE 90 OF THE PUBLIC RECORDS OF SAID COUNTY.

The Real Property or its address is commonly known as 2745 CHICAGO COURT , PENSACOLA, FL 32526.

MODIFICATION. Lender and Grantor hereby modify the Mortgage as follows:

The Mortgage secures the note or credit agreement dated JULY 23, 2002 from GRAAL PROPERTIES, INC. ("Borrower") to Lender (the "Note"), which is being modified by the Change in Terms Agreement between Borrower and Lender dated the same date as this Modification (the "Change in Terms Agreement"). The Mortgage, as modified hereby, shall secure the Note as modified by the Change in Terms Agreement and any and all previous and future renewals of, extensions of, modifications of, refinancings of, consolidations of, and substitutions for the Note.

The maturity date of the Note is extended to NOVEMBER 19, 2019 as evidenced by the Change in Terms Agreement.

CONTINUING VALIDITY. Except as expressly modified above, the terms of the original Mortgage shall remain unchanged and in full force and effect and are legally valid, binding, and enforceable in accordance with their respective terms. Consent by Lender to this Modification does not waive Lender's right to require strict performance of the Mortgage as changed above nor obligate Lender to make any future modifications. Nothing in this Modification shall constitute a satisfaction of the promissory note or other credit agreement secured by the Mortgage (the "Note"). It is the intention of Lender to retain as liable all parties to the Mortgage and all parties, makers and endorsers to the Note, including accommodation parties, unless a party is expressly released by Lender in writing. Any maker or endorser, including accommodation makers, shall not be released by virtue of this Modification. Grantor hereby ratifies and affirms that Grantor's liability shall continue in full force and effect through and including the Note's now extended maturity date and that Grantor has no defenses, setoffs, or other claims against Lender arising out of this credit facility. If it is determined that any other person or entity other than Lender shall have a lien, encumbrance, or claim of any type which has a legal priority over any term of this Modification, the original terms of the Note and Mortgage shall be severable from this Modification and separately enforceable from the terms thereof as modified hereby in accordance with their original terms, and Lender shall maintain all legal or equitable priorities which were in existence before the date of execution of this Modification. It is understood by and is the intention of the parties hereto that any legal or equitable priorities of Lender over any party which were in existence before the date of execution of this Modification shall remain in effect after the execution of this Modification.

JURISDICTION. Except as otherwise provided, any legal action or proceeding arising out of or relating to the loan or other extension of credit secured by this instrument, or to enforce and defend any rights, remedies, or provisions contained in this instrument, (a "Proceeding") shall be instituted in the federal court for or the state court sitting in the county where Lender's office that made this loan is located. With respect to any Proceeding, brought by or against Lender, each of the other parties hereto, to the fullest extent permitted by law: (i) waives any objections that each such party may now or hereafter have based on venue and/or forum non conveniens of any Proceeding in such court; and (ii) irrevocably submits to the jurisdiction of any such court in any Proceeding. Notwithstanding anything to the contrary herein, Lender may commence legal proceedings or otherwise proceed against any other party in any other jurisdiction if determined by Lender to be necessary in order to fully enforce or exercise any right or remedy of Lender relating to this loan including without limitation realization upon collateral that secures this loan.

ERRORS AND OMISSIONS. The parties agree agrees that if deemed necessary by Lender or any agent closing the loan, change in terms, or renewal in conjunction with this Modification ("the Loan"), Lender or the agent may correct and adjust this document and any other documents executed in connection with the Loan ("Related Documents") on behalf of any other party, as if such other party were making the correction or adjustment, in order to correct clerical errors. A clerical error is information in a document that is missing or that does not reflect accurately another party's agreement with Lender at the time the document was executed. If any such clerical errors are material changes, the other party agrees to fully cooperate in correcting such errors within 30 days of the date of mailing by Lender of a request to do that. Any change in the documents after they are signed to reflect a change in the agreement of the parties is an "alteration" or "amendment," which must be in writing and signed by the party that will be bound by the change.

DEFINED TERMS. Unless otherwise defined in this Modification, all undefined terms shall have the meanings given to them in the Deed of Trust or the Mortgage described above or related loan documents.

**This instrument prepared by:**

CHARLES F. JAMES, IV, Esquire  
Clark, Partington, Hart, Larry,  
Bond & Stackhouse  
Post Office Box 13010  
Pensacola, FL 32591-3010  
(850) 434-9200

CPH&H File no. 07-1147

STATE OF FLORIDA  
COUNTY OF ESCAMBIA

**MORTGAGE AND SECURITY AGREEMENT**

THIS MORTGAGE AND SECURITY AGREEMENT, dated the 7th day of September, 2007, from **Graal Properties, Inc., a Florida corporation**, whose address is 621 Bayou Blvd., Pensacola, Florida 32503 (hereinafter the "Mortgagor"), to **BANK OF PENSACOLA, a Florida banking corporation**, whose address is Post Office Box 12966, Pensacola, FL 32591-2966, (hereinafter the "Mortgagee"), WITNESSETH:

**SECTION 1.**

1.01 **PREMISES.** Mortgagor, for and in consideration of the premises, as security for the Secured Indebtedness, as that term is hereinafter defined, and other good and valuable consideration, the receipt of which is hereby acknowledged, does hereby bargain, sell, convey and grant unto the Mortgagee, its successors and assigns, the following (hereinafter collectively the "Premises"):

A. **REAL PROPERTY.** That certain real property lying and being in Escambia County, Florida and being more particularly described as follows:

Lot 9, Bellview Pines Unit -14, being a subdivision of a portion of Section 39, Township 1 South, Range 30 West, Escambia County, Florida, as recorded in Plat Book 12, at page 90, of the Public Records of said County.

**THIS IS A SECOND MORTGAGE, SUBJECT TO AND INFERIOR TO THAT CERTAIN MORTGAGE DATED JULY 23, 2002, IN FAVOR OF COMPASS BANK AND RECORDED IN OFFICIAL RECORDS BOOK 4944, AT PAGE 1388, WITH ASSIGNMENT OF RENTS AND LEASES RECORDED IN OFFICIAL RECORDS BOOK 4944, AT PAGE 1393, WITH MODIFICATION OF MORTGAGE RECORDED IN OFFICIAL RECORDS BOOK 6190, AT PAGE 1194, ALL OF THE PUBLIC RECORDS OF ESCAMBIA COUNTY, FLORIDA, SECURING THE ORIGINAL PRINCIPAL SUM OF FIFTY THREE THOUSAND AND NO/100 (\$53,000.00) DOLLARS.**

B. **IMPROVEMENTS.** All buildings, structures and improvements of every nature whatsoever now or hereafter situated on the Real Property, all building materials, plans, specifications, drawings and books and records pertaining to design or construction of any buildings, structures and improvements now or hereafter situated on the Real Property, and all gas and electric fixtures, radiators, heaters, engines and machinery, boilers, ranges, elevators and

**4.05 ENTIRE AGREEMENT, WAIVER OF JURY TRIAL.** It is understood and agreed that: ANY CONTEMPORANEOUS OR PRIOR REPRESENTATIONS, STATEMENTS, UNDERSTANDINGS AND AGREEMENTS, ORAL OR WRITTEN, BETWEEN MORTGAGOR AND MORTGAGEE ARE MERGED INTO THIS MORTGAGE, WHICH ALONE FULLY AND COMPLETELY EXPRESSES THEIR AGREEMENT, AND THAT THE SAME IS ENTERED INTO AFTER FULL INVESTIGATION, NEITHER PARTY RELYING ON ANY STATEMENT OR REPRESENTATION MADE BY THE OTHER WHICH IS NOT EMBODIED IN THIS MORTGAGE. MORTGAGEE AND MORTGAGOR 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 AGREEMENT AND ANY AGREEMENT CONTEMPLATED TO BE EXECUTED IN CONJUNCTION HERewith, OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS (WHETHER VERBAL OR WRITTEN) OR ACTION OF EITHER PARTY. THIS PARAGRAPH IS A MATERIAL INDUCEMENT FOR THE MORTGAGEE MAKING THE LOAN TO MORTGAGOR.

Mortgagor has hereunto set its hand and seal the day and year first above written.

Signed, sealed and delivered  
in the presence of:

MORTGAGOR:

Graal Properties, Inc., a  
Florida corporation

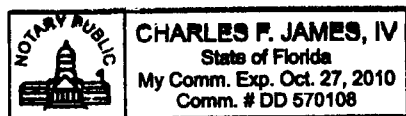
By: Melonee Olsen  
Melonee Olsen  
Its: President

Camille H. Mosher  
Camille H Mosher  
[Type/Print Name of Witness]

Charles F. James IV  
Charles F. James IV  
[Type/Print Name of Witness]

STATE OF FLORIDA  
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 7th day of September, 2007 by Graal Properties, Inc., a Florida corporation, on behalf of the corporation. She ( ) is personally known to me or ( ) has shown me a drivers license as identification.



(NOTARIAL SEAL)

Charles F. James IV  
(Print/Type Name)  
NOTARY PUBLIC  
Commission number: \_\_\_\_\_  
My Commission expires: \_\_\_\_\_

**THE OFFICE OF ENVIRONMENTAL ENFORCEMENT  
SPECIAL MAGISTRATE  
IN AND FOR THE  
COUNTY OF ESCAMBIA, STATE OF FLORIDA**

ESCAMBIA COUNTY, FLORIDA

Vs.

Case No.: CE 07-07-1284  
Location: 1320 Lake Drive  
PR# 131N30-4001-011-001

Graal Properties Inc.  
P.O. Box 9886  
Pensacola, Florida 32513

**ORDER**

This CAUSE having come before the Office of Environmental Enforcement  
Special Magistrate on the Petition of the Environmental Enforcement Officer for alleged violation of the  
ordinances of the County of Escambia, State of Florida, and the Special Magistrate having considered  
the evidence before him in the form of testimony by the Enforcement Officer and the respondent or  
representative, Boby Briscoe as well as evidence submitted and after consideration of the  
appropriate sections of the Escambia County Code of Ordinances, the Special Magistrate finds that a  
violation of the Code of Ordinances, 42-196(a), (b) and 30-203(c)  
(p)(1)(ii) & (d).

has occurred and continues.

THEREFORE, the Special Magistrate being otherwise fully advised in the premises; it is hereby **ORDERED** that: Graal Properties, Inc. shall have until January 6, 2008 to correct the violation and to bring the violation into compliance. Corrective action shall include: remove all trash, debris, solid waste and other nuisance conditions; repair windows and roof, including soffits.

If you fail to fully correct the violation within the time required, you will be assessed a fine of \$ 50<sup>00</sup> per day, commencing January 7, 2008. This daily fine shall continue until this violation is abated and the violation brought into compliance or until as otherwise provided by law. Immediately upon your full correction of this violation, you should contact the Escambia County Environmental Enforcement Office in writing to request that they immediately inspect the property to make an official determination of whether the violation has been abated and brought into compliance.

If the violation is not abated within the specified time period, then the County may elect to abate the violation for you and the reasonable cost of such will be assessed against you and will constitute a lien on the property.

Costs in the amount of \$ 1,100.00 are hereby awarded in favor of Escambia County as the prevailing party against Graal Properties, Inc.

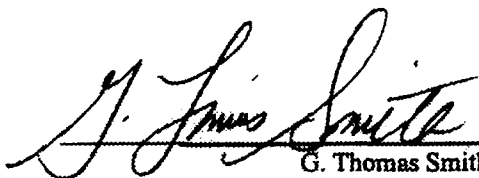
This fine shall be forwarded to the Board of County Commissioners. Under the authority of 162.09(1), F.S. and Sec. 30-34(d) of the Code of Ordinances, the Board of County Commissioners may make all reasonable repairs necessary to bring the property into compliance if the violator does not correct the violation by a specified date. The costs of such repairs shall be certified to the Special Magistrate and may be added to any fines imposed pursuant to this order.

All monies owing hereunder shall constitute a lien on all your real and personal property including any property involved herein, which lien can be enforced by foreclosure and as provided by law.

You have the right to appeal orders of the Special Magistrate to the Circuit Court of Escambia County. If you wish to appeal, you must give notice of such in writing to both the Environmental Code Enforcement Office at 6708 Plantation Rd, Pensacola, Florida 32504 and the Escambia County Circuit Court Clerk at the M.C. Blanchard Judicial Building, 190 Governmental Center, Pensacola, Florida 32501, no later than 30 days from the date of the Order. Failure to timely file a written Notice of Appeal will waive your rights to appeal.

Jurisdiction is retained to enter such further orders as may be appropriate and necessary.

DONE AND ORDERED at Escambia County, Florida on this the 29<sup>th</sup> day of November, 2007.



G. Thomas Smith  
Special Magistrate  
Office of Environmental Enforcement

Certified to be a true copy of  
the original on file in this office  
Witness my hand and official seal  
ERNIE LEE MAGAHA  
Clerk of the Circuit Court  
Escambia County Florida

By: [Signature] D.C.  
Date: 12-7-07

