

# TAX COLLECTOR'S CERTIFICATION

Application  
Date / Number  
Jun 19, 2014 / 140519

This is to certify that the holder listed below of Tax Sale Certificate Number **2012 / 7655.0000** , 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: 11-0098-649**

**Certificate Holder:**  
US BANK AS CUST FOR MOONSTONE LIEN INVESTMENTS  
LLC  
LOCK BOX #005191  
PO BOX 645191  
CINCINNATI, OHIO 45264

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

**Legal Description:**

BEG AT NW COR N 1/2 OF SE 1/4 OF SEC 13 E ALG N LI OF SD N 1/2 OF SE 1/4 FOR 1320 FT TO NW COR OF LOT 5 SEC 13 DEFLECT 88 DEG 00 MIN 21 SEC RIGHT & A ...

**See attachment for full legal description.**

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	7655.0000	06/01/12	\$766.85	\$0.00	\$79.88	\$846.73

**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
2014	6536.0000	06/01/14	\$656.90	\$6.25	\$32.85	\$696.00
2013	7045.0000	06/01/13	\$709.61	\$6.25	\$35.48	\$751.34

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

\$2,294.07
\$0.00
\$250.00
\$75.00
\$2,619.07
\$2,619.07
\$6.25

\*Done this 19th day of June, 2014

TAX COLLECTOR, ESCAMBIA COUNTY, FLORIDA

By

*Dexter Madison*

Date of Sale:

*March 2, 2015*

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

FORM 513  
(r.12/00)

**TAX COLLECTOR'S CERTIFICATION**

**APPLICATION DATE**

6/19/2014

**FULL LEGAL DESCRIPTION**  
**Parcel ID Number: 11-0098-649**

June 30, 2014  
Tax Year: 2011  
Certificate Number: 7655.0000

BEG AT NW COR N 1/2 OF SE 1/4 OF SEC 13 E ALG N LI OF SD N 1/2 OF SE 1/4 FOR 1320 FT TO NW COR OF LOT 5 SEC 13 DEFLECT 88 DEG 00 MIN 21 SEC RIGHT & ALG W LI OF SD LOT 5 732 37/100 FT FOR POB CONT ALG SD W LI 198 41/100 FT TO N R/W LI OF CHEM- STRAND RD (66FT R/W) DEFLECT 85 DEG 52 MIN 21 SEC LEFT & ALG SD N R/W LI FOR 114 65/100 FT TO W R/W LI OF LAKE DRIVE(50 FT R/W) DEFLECT 79 DEG 09 MIN LEFT & ALG WLY R/W LI FOR 165 27/100 FT DEFLECT 88 DEG 19 MIN LEFT 163 94/100 FT TO POB OR 4268 P 322

## Notice to Tax Collector of Application for Tax Deed

**TO: Tax Collector of Escambia County**

In accordance with Florida Statutes, I,

**US BANK AS CUST FOR MOONSTONE LIEN  
INVESTMENTS LLC  
LOCK BOX #005191  
PO BOX 645191  
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>
7655.0000	11-0098-649	06/01/2012	BEG AT NW COR N 1/2 OF SE 1/4 OF SEC 13 E ALG N LI OF SD N 1/2 OF SE 1/4 FOR 1320 FT TO NW COR OF LOT 5 SEC 13 DEFLECT 88 DEG 00 MIN 21 SEC RIGHT & ALG W LI OF SD LOT 5 732 37/100 FT FOR POB CONT ALG SD W LI 198 41/100 FT TO N R/W LI OF CHEM- STRAND RD (66FT R/W) DEFLECT 85 DEG 52 MIN 21 SEC LEFT & ALG SD N R/W LI FOR 114 65/100 FT TO W R/W LI OF LAKE DRIVE(50 FT R/W) DEFLECT 79 DEG 09 MIN LEFT & ALG WLY R/W LI FOR 165 27/100 FT DEFLECT 88 DEG 19 MIN LEFT 163 94/100 FT TO POB OR 4268 P 322

**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.

moonstone (Andrea Manganelli)

Applicant's Signature

06/19/2014

Date

# **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.: 11737

December 4, 2014

Escambia County Tax Collector

P.O. Box 1312

Pensacola, Florida 32591

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 12-04-1994, through 12-04-2014, 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

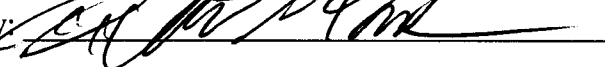
4. Taxes:

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: 

December 4, 2014

**OWNERSHIP AND ENCUMBRANCE REPORT  
LEGAL DESCRIPTION**

File No.: 11737

December 4, 2014

**131N304001019001 - Full Legal Description**

BEG AT NW COR N 1/2 OF SE 1/4 OF SEC 13 E ALG N LI OF SD N 1/2 OF SE 1/4 FOR 1320 FT TO NW COR OF LOT 5 SEC 13 DEFLECT 88 DEG 00 MIN 21 SEC RIGHT & ALG W LI OF SD LOT 5 732 37/100 FT FOR POB CONT ALG SD W LI 198 41/100 FT TO N R/W LI OF CHEM- STRAND RD (66FT R/W) DEFLECT 85 DEG 52 MIN 21 SEC LEFT & ALG SD N R/W LI FOR 114 65/100 FT TO W R/W LI OF LAKE DRIVE(50 FT R/W) DEFLECT 79 DEG 09 MIN LEFT & ALG WLY R/W LI FOR 165 27/100 FT DEFLECT 88 DEG 19 MIN LEFT 163 94/100 FT TO POB OR 4268 P 322

**OWNERSHIP AND ENCUMBRANCE REPORT  
CONTINUATION PAGE**

File No.: 11737

December 4, 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 05/08/1998 and recorded in Official Record Book 4268 on page 328 of the public records of Escambia County, Florida. given to secure the original principal sum of \$274,000.00.
2. Mortgage executed by GRAAL Properties, Inc. to Compass Bank, dated 11/02/2001 and recorded in Official Record Book 4810 on page 353 of the public records of Escambia County, Florida. given to secure the original principal sum of \$89,692.12. Assignment of Rents and Leases recorded in O.R. Book 4836, page 1944.
3. Code Enforcement lien filed by Escambia County recorded in O.R. Book 6258, page 1678.
4. Taxes for the year 2011-2013 delinquent. The assessed value is \$27,743.00. Tax ID 11-0098-649.

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: rcsgrt@aol.com

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

CERTIFICATION: TITLE SEARCH FOR TDA

TAX DEED SALE DATE: 3-2-2015

TAX ACCOUNT NO.: 11-0098-649

CERTIFICATE NO.: 2012-7655

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

☒ Notify City of Pensacola, P.O. Box 12910, 32521  
☒ Notify Escambia County, 221 Palafox Place, 4th Floor/  
190 Governmental Center, 32502  
☒ Homestead for \_\_\_\_\_ tax year.

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

Unknown Tenants  
1411 Lake Dr.  
Cantonment, FL 32533

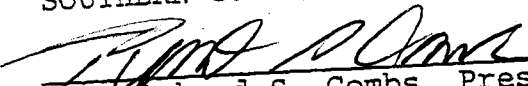
Compass Bank  
5055 Bayou Blvd.  
Pensacola, FL 32503

Compass Bank  
10060 Skinner Lake Dr.  
Jacksonville, FL 32246

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

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

25+3.00  
2310.00

OR BK 4268 PG0322  
Escambia County, Florida  
INSTRUMENT 98-491738

DEED DOC STAMPS PD @ ESC CO \$2310.00

06/11/98 ERNIE LEE NICHOLS CLERK

By: Sally And

This Document Prepared By:  
RICHARD M. COLBERT, ESQUIRE  
Clark, Partington, Hart, Larry,  
Bond, Stackhouse & Stone  
Post Office Box 13010  
Pensacola, Florida 32591-3010

Parcel ID Number: 13-1N-30-4001-006-001

GENERAL CORPORATION WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS, that PANZACOLA HOLDING, INC. a Florida corporation, Grantor, for and in consideration of Ten Dollars (\$10.00) Dollars and other good and valuable considerations, the receipt of which is hereby acknowledged, does bargain, sell, convey and grant unto GRAAL PROPERTIES, INC., a Florida corporation Grantee, whose mailing address is Post Office Box 9886, Pensacola, Florida 32513, Grantee's heirs and assigns, forever, the following described property, situated, lying and being in the County of Escambia, State of Florida, described on the Exhibit "A" attached hereto and made a part hereof.

Subject to zoning and other requirements imposed by governmental authorities; re-strictions and matters appearing on the plat, if there is a recorded plat, or otherwise common to the subdivision, if the property is located within a subdivision; valid easements and mineral reservations of record affecting the property, if any, which are not hereby reimposed; and taxes for the current year and subsequent years.

Together with all and singular the tenements, hereditaments, and appurtenances thereunto belonging or in anywise appertaining, free from all exemptions and right of homestead.

Grantor covenants that it is lawfully seized of an indefeasible estate in fee simple in the said property and has a good right to convey the same; that said property is free from encumbrances; that said Grantee shall have the peaceable and quiet possession thereof; and that Grantor fully warrants the title to said property and will defend the same against the lawful claims of all persons whomsoever.

"Grantor" and "Grantee" are used for singular or plural, as context requires.

IN WITNESS WHEREOF, the said Grantor, pursuant to due and proper action of its shareholders and board of directors, has executed these presents, causing its name to be affixed hereto this 8<sup>th</sup> day of May, 1998.

WITNESSES:

PANZACOLA HOLDING, INC.  
a Florida corporation

Richard M. Colbert  
RICHARD M. COLBERT  
Print/Type Name of Witness

By: John A. Parkin  
JOHN A. PARKIN, ITS PRESIDENT

Jacquelyn P. Boozer  
JACQUELYN P. BOOZER  
Print/Type Name of Witness

(CORPORATE SEAL)

STATE OF FLORIDA  
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 8<sup>th</sup> day of May, 1998, by JOHN A. PARKIN, President of PANZACOLA HOLDING, INC., a Florida corporation, on behalf of the corporation. ~~and he is personally known to me.~~ produced drivers license as identification



JACQUELYN P. BOOZER  
NOTARY PUBLIC-STATE OF FL  
COMMISSION EXPIRES OCT 30, 2000  
COMM. NO. CC587617

Jacquelyn P. Boozer  
JACQUELYN P. BOOZER  
(Print/Type Name)  
NOTARY PUBLIC



EXHIBIT "A"

So-called Parcel "B":

Commencing at the Northwest corner of the North 1/2 of the Southeast 1/4 of Section 13, Township 1 North, Range 30 West, Escambia County, Florida; thence run East along the North line of said North 1/2 of the Southeast 1/4 for 1320.00 feet to the Northwest corner of Lot 5 of said Section; thence deflect 88°00'21" right and run along the West line of said Lot 5 for 930.78 feet to the North right of way line of Chemstrand Road (66' R/W); thence deflect 85°52'21" left and run along said North right of way line for 380.00 feet; thence deflect 94°04'55" left for 799.21 feet to the POINT OF BEGINNING; thence continue along same line for 145.70 feet to the North line of said North 1/2 of the Southeast 1/4; thence deflect 88°03'05" left and run along said North line of North 1/2 of the Southeast 1/4 for 14.26 feet to the Easterly right of way line of Lake Drive (50' R/W); thence deflect 71°13'13" left and run along said Easterly right of way line for 147.00 feet; thence deflect 110°21'47" left for 69.39 feet to the POINT OF BEGINNING.

So-called Parcel "C":

Commencing at the Northwest corner of the North 1/2 of the Southeast 1/4 of Section 13, Township 1 North, Range 30 West, Escambia County, Florida; thence run East along the North line of said North 1/2 of the Southeast 1/4 for 1320.00 feet to the Northwest corner of Lot 5 of said Section; thence deflect 88°00'21" right and run along the West line of said Lot 5 for 930.78 feet to the North right of way line of Chemstrand Road (66' R/W); thence deflect 85°52'21" left and run along said North right of way line for 380.00 feet; thence deflect 94°04'55" left for 667.06 feet to the POINT OF BEGINNING; thence continue along same line for 132.15 feet; thence deflect 89°38'05" left for 69.39 feet to the Easterly right of way line of Lake Drive (50' R/W); thence deflect 85°45' left and run along said Easterly right of way line for 129.37 feet; thence deflect 92° for 79.89 feet to the POINT OF BEGINNING.

So-called Parcel "D":

Commencing at the Northwest corner of the North 1/2 of the Southeast 1/4 of Section 13, Township 1 North, Range 30 West, Escambia County, Florida; thence run East along the North line of said North 1/2 of the Southeast 1/4 for 1320.00 feet to the Northwest corner of Lot 5 of said Section; thence deflect 88°00'21" right and run along the West line of said Lot 5 for 930.78 feet to the North right of way line of Chemstrand Road (66' R/W); thence deflect 85°52'21" left and run along said North right of way line for 165.56 feet to the POINT OF BEGINNING; thence continue along said North right of way line for 84.44 feet; thence deflect 94°04'55" left for 250.00 feet; thence deflect 85°55'05" left for 18.85 feet to the Easterly right of way line of Lake Drive (50' R/W); thence deflect 79°09' left and run along said Easterly right of way line for 253.90 feet to the POINT OF BEGINNING.

EXHIBIT "A" CONTINUED

PAGE 2 of 5

So-Called Apartments 1 & 2:

Commencing at the Northwest corner of the North 1/2 of the Southeast 1/4 of Section 13, Township 1 North, Range 30 West, Escambia County, Florida; thence run East along the North line of said North 1/2 of the Southeast 1/4 for 1320.00 feet to the Northwest corner of Lot 5 of said Section; thence deflect 88°00'21" right and run along the West line of said Lot 5 for 930.78 feet to the North right of way line of Chemstrand Road (66' R/W); thence deflect 85°52'21" left and run along said North right of way line for 380.00 feet; thence deflect 94°04'55" left for 250.00 feet to the POINT OF BEGINNING; thence continue along same line for 123.00 feet; thence deflect 85°55'05" left for 116.59 feet to the Easterly right of way line of Lake Drive (50' R/W); thence deflect 79°09' left and run along said Easterly right of way line for 124.92 feet; thence deflect 100°51' left for 148.85 feet to the POINT OF BEGINNING.

So-Called Apartments 3 & 4:

Commencing at the Northwest corner of the North 1/2 of the Southeast 1/4 of Section 13, Township 1 North, Range 30 West, Escambia County, Florida; thence run East along the North line of said North 1/2 of the Southeast 1/4 for 1320.00 feet to the Northwest corner of Lot 5 of said Section; thence deflect 88°00'21" right and run along the West line of said Lot 5 for 930.78 feet to the North right of way line of Chemstrand Road (66' R/W); thence deflect 85°52'21" left and run along said North right of way line for 380.00 feet; thence deflect 94°04'55" left for 439.00 feet to the POINT OF BEGINNING; thence continue along same line for 80.00 feet; thence deflect 87°23'05" left for 91.81 feet to the Easterly right of way line of Lake Drive (50' R/W); thence deflect 88° left and run along said Easterly right of way line for 71.55 feet; thence deflect 10°19' right and continue along said Easterly right of way line for 7.62 feet; thence deflect 101°44'55" left for 99.58 feet to the POINT OF BEGINNING.

So-Called Apartments 5 & 6:

Commencing at the Northwest corner of the North 1/2 of the Southeast 1/4 of Section 13, Township 1 North, Range 30 West, Escambia County, Florida; thence run East along the North line of said North 1/2 of the Southeast 1/4 for 1320.00 feet to the Northwest corner of Lot 5 of said Section; thence deflect 88°00'21" right and run along the West line of said Lot 5 for 930.78 feet to the North right of way line of Chemstrand Road (66' R/W); thence deflect 85°52'21" left and run along said North right of way line for 380.00 feet; thence deflect 94°04'55" left for 592.03 feet to the POINT OF BEGINNING; thence continue along same line for 75.03 feet; thence deflect 87°23'05" left for 79.89 feet to the Easterly right of way line of Lake Drive (50' R/W); thence deflect 88° left and run along said Easterly right of way line for 75.00 feet; thence deflect 92° left for 85.93 feet to the POINT OF BEGINNING.

EXHIBIT "A" CONTINUED

PAGE 3 of 5

So-Called Apartments 7 & 8:

Commencing at the Northwest corner of the North 1/2 of the Southeast 1/4 of Section 13, Township 1 North, Range 30 West, Escambia County, Florida; thence run East along the North line of said North 1/2 of the Southeast 1/4 for 1320.00 feet to the Northwest corner of Lot 5 of said Section; thence deflect 88°00'21" right and run along the West line of said Lot 5 for 930.78 feet to the North right of way line of Chemstrand Road (66' R/W); thence deflect 85°52'21" left and run along said North right of way line for 114.65 feet to the Westerly right of way line of Lake Drive (50' R/W); thence deflect 79°09' left and run along said Westerly right of way line for 323.87 feet to the POINT OF BEGINNING; thence continue along said Westerly right of way line for 123.88 feet; thence deflect 102°54' left for 150.00 feet; thence deflect 75°22'52" left for 104.43 feet; thence deflect 97°04'08" left for 150.00 feet to the POINT OF BEGINNING.

So-Called Apartments 9 & 10:

Commencing at the Northwest corner of the North 1/2 of the Southeast 1/4 of Section 13, Township 1 North, Range 30 West, Escambia County, Florida; thence run East along the North line of said North 1/2 of the Southeast 1/4 for 1320.00 feet to the Northwest corner of Lot 5 of said Section; thence deflect 88°00'21" right and run along the West line of said Lot 5 for 930.78 feet to the North right of way line of Chemstrand Road (66' R/W); thence deflect 85°52'21" left and run along said North right of way line for 114.65 feet to the Westerly right of way line of Lake Drive (50' R/W); thence deflect 79°09' left and run along said Westerly right of way line for 447.75 feet to the POINT OF BEGINNING; thence continue along said Westerly right of way line for 9.18 feet; thence deflect 10°19' left and continue along said Westerly right of way line for 137.80 feet; thence deflect 88° left for 150.00 feet; thence deflect 91°25'44" left for 158.84 feet; thence deflect 93°09'16" left for 150.00 feet to the POINT OF BEGINNING.

So-Called Apartments 11 & 12:

✓  
Commencing at the Northwest corner of the North 1/2 of the Southeast 1/4 of Section 13, Township 1 North, Range 30 West, Escambia County, Florida; thence run East along the North line of said North 1/2 of the Southeast 1/4 for 1320.00 feet to the Northwest corner of Lot 5 of said Section; thence deflect 88°00'21" right and run along the West line of said Lot 5 for 732.37 feet to the POINT OF BEGINNING; thence continue along said West line for 198.41 feet to the North right of way line of Chemstrand Road (66' R/W); thence deflect 85°52'21" left and run along said North right of way line for 114.65 feet to the Westerly right of way line of Lake Drive (50' R/W); thence deflect 79°09' left and run along said Westerly right of way line for 165.27 feet; thence deflect 88°19' left for 163.94 feet to the POINT OF BEGINNING.

EXHIBIT "A" CONTINUED

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AND

Commencing at the Northwest corner of the North 1/2 of the S.E. 1/4 of Section 13, T-1-N, R-30-W, Escambia County, Florida; thence run Easterly along the North line of the S.E. 1/4 of said section for 1632.93 feet, thence 108°-46'-47" right for 145.9 feet, thence 16°-06'-47" left for 113.67 feet to the Point of Beginning; thence continue along the same line for 100.01 feet, thence 92° right for 150 feet, thence 88° right for 100.01 feet, thence 92° right for 150 feet to the Point of Beginning.

AND

Commencing at the Northwest corner of the North 1/2 of the S.E. 1/4 of Section 13, T-1-N, R-30-W, Escambia County, Florida; thence run Easterly along the North line of the S.E. 1/4 of said section for 1632.93 feet, thence 108°-46'-47" right for 145.9 feet, thence 16°-06'-47" left for 113.67 feet to the Point of Beginning; thence continue along the same line for 100 feet, thence 92° right for 150 feet, thence 88°-45'-35" right for 116.9 feet, thence 97°-43'-25" right for 150 feet to the Point of Beginning.

AND

Commencing at the Northwest corner of the North 1/2 of the S.E. 1/4 of Section 13, T-1-N, R-30-W, Escambia County, Florida; thence run Easterly along the North line of the S.E. 1/4 of said section for 1632.93 feet, thence 108°-46'-47" right for 59.1 feet to the Point of Beginning; thence continue along the same line for 86.79 feet, thence 16°-06'-47" left for 113.67 feet, thence 98°-29' right for 150 feet, thence 95°-27'-19" right for 100 feet, thence 84°-32'-41" right for 150 feet to the Point of Beginning.

AND

Commencing at the Northwest corner of the North 1/2 of the S.E. 1/4 of Section 13, T-1-N, R-30-W, Escambia County, Florida; thence run Easterly along the North line of the S.E. 1/4 for 1320.00 feet; thence 88°-00'-21" right for 930.78 feet to the North line of Chemstrand Road (66-foot R/W), thence 85°-52'-21" left and along said line for 380 feet, thence 94°-04'-55" left for 372.98 feet to the Point of Beginning; thence continue along the same line for 66 feet, thence 86°-49' left for 99.58 feet, thence 78°-15'-05" left for 65.44 feet, thence 100°-51' left for 116.59 feet to the Point of Beginning.

AND

Commencing at the Northwest corner of the North 1/2 of the S.E. 1/4 of Section 13, T-1-N, R-30-W, Escambia County, Florida; thence run Easterly along the North line of the S.E. 1/4 for 1320.00 feet; thence 88°-00'-21" right for 930.78 feet to the North line of Chemstrand Road (66 foot R/W), thence 85°-52'-21" left and along said North line for 380 feet, thence 94°-04'-55" left for 519 feet to the Point of Beginning; thence continue along the same line for 73.03 feet, thence 87°-23'-05" left for 85.93 feet, thence 88°-00' left for 73 feet, thence 92°-00' left for 91.81 feet to the Point of Beginning.

EXHIBIT "A" CONTINUED

PAGE 5 of 5

ALSO DESCRIBED AS THE FOLLOWING:

DESCRIPTION: ( PER FIELD SURVEY )

COMMENCE AT THE NORTHWEST CORNER OF LOT 5, SECTION 13, TOWNSHIP 1 NORTH, RANGE 30 WEST, ESCAMBIA COUNTY, FLORIDA; THENCE S. 00°59'47" E. ALONG THE WEST LINE OF SAID LOT FOR 592.32 FEET FOR THE POINT OF BEGINNING; THENCE S. 82°26'47" E. FOR 45.52 FEET; THENCE N. 14°49'42" E. FOR 104.22 FEET; THENCE N. 03°56'27" E. FOR 158.84 FEET; THENCE N. 02°48'30" E. FOR 100.01 FEET; THENCE N. 03°32'47" E. FOR 116.90 FEET; THENCE N. 16°35'51" E. FOR 100.00 FEET; THENCE S. 78°51'30" E. FOR 150.01 FEET TO THE WEST RIGHT-OF-WAY LINE OF LAKE DRIVE (50' R/W); THENCE S. 18°45'28" W. ALONG SAID RIGHT-OF-WAY LINE FOR 86.79 FEET; THENCE S. 03°04'30" W. ALONG SAID RIGHT-OF-WAY LINE FOR 351.12; THENCE S. 13°03'02" W. ALONG SAID RIGHT-OF-WAY LINE FOR 456.85 FEET TO THE NORTH RIGHT-OF-WAY LINE OF CHEMSTRAND ROAD (66' R/W); THENCE N. 87°48'05" W. ALONG SAID NORTH RIGHT-OF-WAY LINE FOR 114.91 FEET TO AFORESAID WEST LINE OF LOT 5; THENCE N. 00°59'47" W. ALONG SAID WEST LINE FOR 336.85 FEET TO THE POINT OF BEGINNING. CONTAINING 3.13 ACRES, MORE OR LESS.

and

DESCRIPTION: ( PER FIELD SURVEY )

COMMENCE AT THE NORTHWEST CORNER OF LOT 5, SECTION 13, TOWNSHIP 1 NORTH, RANGE 30 WEST, ESCAMBIA COUNTY, FLORIDA; THENCE S. 00°59'47" E. ALONG THE WEST LINE OF SAID LOT FOR 929.17 FEET TO THE NORTH RIGHT-OF-WAY LINE OF CHEMSTRAND ROAD (66' R/W); THENCE S. 87°48'52" E. ALONG SAID RIGHT-OF-WAY LINE FOR 165.61 FEET TO THE EAST RIGHT-OF-WAY LINE OF LAKE DRIVE (50' R/W) FOR THE POINT OF BEGINNING; THENCE N. 13°04'41" E. ALONG SAID EAST RIGHT-OF-WAY LINE FOR 451.72 FEET; THENCE N. 02°45'02" E. ALONG SAID RIGHT-OF-WAY LINE FOR 348.86 FEET; THENCE N. 19°28'57" E. ALONG SAID RIGHT-OF-WAY LINE FOR 156.36 FEET TO THE NORTH LINE OF AFORESAID LOT 5; THENCE S. 89°24'55" E. ALONG SAID NORTH LINE FOR 14.34 FEET; THENCE S. 01°43'19" E. FOR 694.46 FEET; THENCE N. 87°46'54" W. FOR 129.91 FEET; THENCE S. 01°49'16" E. FOR 250.00 FEET TO AFORESAID NORTH RIGHT-OF-WAY LINE; THENCE N. 87°46'22" W. ALONG SAID RIGHT-OF-WAY LINE FOR 84.51 FEET TO THE POINT OF BEGINNING. CONTAINING 1.67 ACRES, MORE OR LESS.

RCD Jun 11, 1998 11:28 am  
Escambia County, Florida

Ernie Lee Magaha  
Clerk of the Circuit Court  
INSTRUMENT 98-491738



**Compass Bank**

OR BK 4268 P60328  
Escambia County, Florida  
INSTRUMENT 98-491739

MTG DOC STAMPS PD @ ESC CO \$ 959.00  
06/11/98 EMILIE LEE MAGNUSO CLERK  
By: Sallie Ann

INTANGIBLE TAX PD @ ESC CO \$ 548.00  
06/11/98 EMILIE LEE MAGNUSO CLERK  
By: Sallie Ann

STATE OF FLORIDA  
COUNTY OF ESCAMBIA

734 9.50  
959.00  
548.00

**FUTURE ADVANCE MORTGAGE, ASSIGNMENT OF RENTS  
AND LEASES AND SECURITY AGREEMENT (FLORIDA)**

THIS INDENTURE (herein this "Mortgage") made effective the 8th day of May, 1998, between GRAAL PROPERTIES, INC., a Florida corporation (hereinafter called the "Borrower," whether one or more), Mortgagor, and COMPASS BANK (hereinafter called "Bank"), Mortgagee.

THIS MORTGAGE IS TO BE FILED FOR RECORD IN THE REAL ESTATE RECORDS OF THE COUNTY WHERE THE REAL PROPERTY IS LOCATED AND SHALL CONSTITUTE A FIXTURE FILING IN ACCORDANCE WITH THE PROVISIONS OF SECTION 679.402(5) OF THE FLORIDA STATUTES.

**WITNESSETH:**

WHEREAS, Borrower is justly indebted to Bank on a loan (the "Loan") in the principal sum of TWO HUNDRED SEVENTY FOUR THOUSAND AND NO/100THS DOLLARS (\$274,000.00), or so much as may from time to time be disbursed thereunder, as evidenced by a promissory note of even date (the "Note"), payable to Bank with interest thereon on or such earlier maturity date as provided in the Note or as provided in any Loan Document as defined below.

WHEREAS, Borrower may hereafter become indebted to Bank or to a subsequent holder of this Mortgage on loans or otherwise (the Bank and any subsequent holder of this Mortgage being referred to herein as "Lender"); and

WHEREAS, the parties desire to secure the principal amount of the Note with interest, and all renewals, extensions and modifications thereof, and all refinancings of any part of the Note and any and all other additional indebtedness of Borrower to Lender, now existing or hereafter arising, whether joint or several, due or to become due, absolute or contingent, direct or indirect, liquidated or unliquidated, and any renewals, extensions, modifications and refinancings thereof, and whether incurred or given as maker, endorser, guarantor or otherwise, and whether the same be evidenced by note, open account, assignment, endorsement, guaranty, pledge or otherwise (herein "Other Indebtedness").

NOW, THEREFORE, the Borrower, in consideration of Lender's making the Loan, and to secure the prompt payment of same, with the interest thereon, and any extensions, renewals, modifications and refinancings of same, and any charges herein incurred by Lender on account of Borrower, including but not limited to attorneys' fees, and any and all Other Indebtedness as set forth above, and further to secure the performance of the covenants, conditions and agreements hereinafter set forth and set forth in the Note and set forth in all other documents evidencing, securing or executed in connection with the Loan (this Mortgage, the Note and such other documents are sometimes referred to herein as the "Loan Documents"), and as may be set forth in instruments evidencing or securing Other Indebtedness (the "Other Indebtedness Instruments"), has bargained and sold and does hereby grant, bargain, sell, alien and convey unto the Lender, its successors and assigns, the following described land, real estate, estates, buildings, improvements, fixtures, furniture, and personal property (which together with any additional such property in the possession of the Lender or hereafter acquired by the Borrower and subject to the lien of this Mortgage, or intended to be so, as the same may be constituted from time to time is hereinafter sometimes referred to as the "Mortgaged Property") to-wit:

- (a) All that tract or parcel or parcels of land and estates particularly described on Exhibit A attached hereto and made a part hereof (the "Land").
- (b) All buildings, structures, and improvements of every nature whatsoever now or hereafter situated on the Land, and all fixtures, fittings, building materials, machinery, equipment, furniture and furnishings and personal property of every nature whatsoever now or hereafter owned by the Borrower and used or intended to be used in connection with or with the operation of said property, buildings, structures or other improvements, including all extensions, additions, improvements, betterments, renewals, substitutions, replacements and accessions to any of the foregoing, whether such fixtures, fittings, building materials, machinery, equipment, furniture, furnishings and personal property actually are located on or adjacent to the Land or not, and whether in storage or otherwise, and wheresoever the same may be located (the "Improvements");

LOAN NO. \_\_\_\_\_

(Rev. 11/93)

THIS INSTRUMENT  
PREPARED BY:

RICHARD M. COLBERT, ESQUIRE  
CLARK, PARTINGTON, HART, LARRY, BOND,  
STACKHOUSE & STONE  
Post Office Box 13010  
Pensacola, Florida 32501-3010

5.06 **Conflict in Loan Documents.** In the event of conflict in the terms of any provision in this Mortgage, the Note, any of the other Loan Documents, or the Other Indebtedness Instruments, the terms of the provision most favorable to the Lender shall apply.

5.07 **Instrument Under Seal.** This Mortgage is given under the seal of all parties hereto, and it is intended that this Mortgage is and shall constitute and have the effect of a sealed instrument according to law.

5.08 **Addresses and Other Information.** The following information is provided in order that this Mortgage shall comply with the requirements of the Uniform Commercial Code, as enacted in the State of Florida, for instruments to be filed as financing statements and with other requirements of applicable law:

- |     |   |  |
|-----|---|--|
| (a) | <b>Name of Borrower (Debtor):</b>                                 | <b>GRAAL PROPERTIES, INC.,</b>   |
|     | <b>Address of Borrower:</b>                                       | Post Office Box 9888<br>Pensacola, Florida 32503                       |
| (b) | <b>Name of Lender (Secured Party):</b>                            | <b>COMPASS BANK</b>  |
|     | <b>Address of Lender:</b>   | 5055 Bayou Boulevard<br>Pensacola, Florida 32503<br>Attn: Jack R. Hays |
| (c) | <b>Record Owner of Real Estate described on Exhibit A hereto:</b> | <b>BORROWER</b>  |

5.09 **Applicable Law.** This Mortgage shall be governed by the laws of the State of Florida.

IN WITNESS WHEREOF, Borrower has caused this Mortgage to be executed and effective as of the day and year first above written, although actually executed on the date or dates reflected below.

**BORROWER (Mortgagor, Debtor):**

**GRAAL PROPERTIES, INC.**  
a Florida corporation

BY: Melonee Olsen (SEAL)  
MELONEE OLSEN, ITS PRESIDENT

STATE OF FLORIDA

COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 8th day of May 1998, by MELONEE OLSEN, President of GRAAL PROPERTIES, INC., a Florida corporation, who is ( ) personally known to me, or (X) who has produced drivers license as identification.



JACQUELYN P. BOOZER  
NOTARY PUBLIC-STATE OF FL  
COMMISSION EXP. OCT. 30, 2000  
COMM. NO. CC897817

Jacquelyn P. Boozer  
NOTARY PUBLIC

EXHIBIT "A"

So-called Parcel "A":

Commencing at the Northwest corner of the North 1/2 of the Southeast 1/4 of Section 13, Township 1 North, Range 30 West, Escambia County, Florida; thence run East along the North line of said North 1/2 of the Southeast 1/4 for 1320.00 feet to the Northwest corner of Lot 5 of said Section; thence deflect 88°00'21" right and run along the West line of said Lot 5 for 930.78 feet to the North right of way line of Chemstrand Road (66' R/W); thence deflect 85°52'21" left and run along said North right of way line for 380.00 feet; thence deflect 94°04'55" left for 799.21 feet to the POINT OF BEGINNING; thence continue along same line for 145.70 feet to the North line of said North 1/2 of the Southeast 1/4; thence deflect 88°03'05" left and run along said North line of North 1/2 of the Southeast 1/4 for 14.26 feet to the Easterly right of way line of Lake Drive (50' R/W); thence deflect 71°13'13" left and run along said Easterly right of way line for 147.00 feet; thence deflect 110°21'47" left for 69.39 feet to the POINT OF BEGINNING.

So-Called Parcel "C":

Commencing at the Northwest corner of the North 1/2 of the Southeast 1/4 of Section 13, Township 1 North, Range 30 West, Escambia County, Florida; thence run East along the North line of said North 1/2 of the Southeast 1/4 for 1320.00 feet to the Northwest corner of Lot 5 of said Section; thence deflect 88°00'21" right and run along the West line of said Lot 5 for 930.78 feet to the North right of way line of Chemstrand Road (66' R/W); thence deflect 85°52'21" left and run along said North right of way line for 380.00 feet; thence deflect 94°04'55" left for 667.06 feet to the POINT OF BEGINNING; thence continue along same line for 132.15 feet; thence deflect 89°38'05" left for 69.39 feet to the Easterly right of way line of Lake Drive (50' R/W); thence deflect 85°45' left and run along said Easterly right of way line for 129.37 feet; thence deflect 92° for 79.89 feet to the POINT OF BEGINNING.

So-Called Parcel "D":

Commencing at the Northwest corner of the North 1/2 of the Southeast 1/4 of Section 13, Township 1 North, Range 30 West, Escambia County, Florida; thence run East along the North line of said North 1/2 of the Southeast 1/4 for 1320.00 feet to the Northwest corner of Lot 5 of said Section; thence deflect 88°00'21" right and run along the West line of said Lot 5 for 930.78 feet to the North right of way line of Chemstrand Road (66' R/W); thence deflect 85°52'21" left and run along said North right of way line for 165.56 feet to the POINT OF BEGINNING; thence continue along said North right of way line for 84.44 feet; thence deflect 94°04'55" left for 250.00 feet; thence deflect 85°55'05" left for 18.85 feet to the Easterly right of way line of Lake Drive (50' R/W); thence deflect 79°09' left and run along said Easterly right of way line for 253.90 feet to the POINT OF BEGINNING.



EXHIBIT "A" CONTINUED

PAGE 2 of 5

So-Called Apartments 1 & 2:

Commencing at the Northwest corner of the North 1/2 of the Southeast 1/4 of Section 13, Township 1 North, Range 30 West, Escambia County, Florida; thence run East along the North line of said North 1/2 of the Southeast 1/4 for 1320.00 feet to the Northwest corner of Lot 5 of said Section; thence deflect 88°00'21" right and run along the West line of said Lot 5 for 930.78 feet to the North right of way line of Chemstrand Road (66' R/W); thence deflect 85°52'21" left and run along said North right of way line for 380.00 feet; thence deflect 94°04'55" left for 250.00 feet to the POINT OF BEGINNING; thence continue along same line for 123.00 feet; thence deflect 85°55'05" left for 116.59 feet to the Easterly right of way line of Lake Drive (50' R/W); thence deflect 79°09' left and run along said Easterly right of way line for 124.92 feet; thence deflect 100°51' left for 148.85 feet to the POINT OF BEGINNING.

So-Called Apartments 3 & 4:

Commencing at the Northwest corner of the North 1/2 of the Southeast 1/4 of Section 13, Township 1 North, Range 30 West, Escambia County, Florida; thence run East along the North line of said North 1/2 of the Southeast 1/4 for 1320.00 feet to the Northwest corner of Lot 5 of said Section; thence deflect 88°00'21" right and run along the West line of said Lot 5 for 930.78 feet to the North right of way line of Chemstrand Road (66' R/W); thence deflect 85°52'21" left and run along said North right of way line for 380.00 feet; thence deflect 94°04'55" left for 439.00 feet to the POINT OF BEGINNING; thence continue along same line for 80.00 feet; thence deflect 87°23'05" left for 91.81 feet to the Easterly right of way line of Lake Drive (50' R/W); thence deflect 88° left and run along said Easterly right of way line for 71.55 feet; thence deflect 10°19' right and continue along said Easterly right of way line for 7.62 feet; thence deflect 101°44'55" left for 99.58 feet to the POINT OF BEGINNING.

So-Called Apartments 5 & 6:

Commencing at the Northwest corner of the North 1/2 of the Southeast 1/4 of Section 13, Township 1 North, Range 30 West, Escambia County, Florida; thence run East along the North line of said North 1/2 of the Southeast 1/4 for 1320.00 feet to the Northwest corner of Lot 5 of said Section; thence deflect 88°00'21" right and run along the West line of said Lot 5 for 930.78 feet to the North right of way line of Chemstrand Road (66' R/W); thence deflect 85°52'21" left and run along said North right of way line for 380.00 feet; thence deflect 94°04'55" left for 592.03 feet to the POINT OF BEGINNING; thence continue along same line for 75.03 feet; thence deflect 87°23'05" left for 79.89 feet to the Easterly right of way line of Lake Drive (50' R/W); thence deflect 88° left and run along said Easterly right of way line for 75.00 feet; thence deflect 92° left for 85.93 feet to the POINT OF BEGINNING.

EXHIBIT "A" CONTINUED

PAGE 3 of 5

So-Called Apartments 7 & 8:

Commencing at the Northwest corner of the North 1/2 of the Southeast 1/4 of Section 13, Township 1 North, Range 30 West, Escambia County, Florida; thence run East along the North line of said North 1/2 of the Southeast 1/4 for 1320.00 feet to the Northwest corner of Lot 5 of said Section; thence deflect 88°00'21" right and run along the West line of said Lot 5 for 930.78 feet to the North right of way line of Chemstrand Road (66' R/W); thence deflect 85°52'21" left and run along said North right of way line for 114.65 feet to the Westerly right of way line of Lake Drive (50' R/W); thence deflect 79°09' left and run along said Westerly right of way line for 323.87 feet to the POINT OF BEGINNING; thence continue along said Westerly right of way line for 123.88 feet; thence deflect 102°54' left for 150.00 feet; thence deflect 75°22'52" left for 104.43 feet; thence deflect 97°04'08" left for 150.00 feet to the POINT OF BEGINNING.

So-Called Apartments 9 & 10:

Commencing at the Northwest corner of the North 1/2 of the Southeast 1/4 of Section 13, Township 1 North, Range 30 West, Escambia County, Florida; thence run East along the North line of said North 1/2 of the Southeast 1/4 for 1320.00 feet to the Northwest corner of Lot 5 of said Section; thence deflect 88°00'21" right and run along the West line of said Lot 5 for 930.78 feet to the North right of way line of Chemstrand Road (66' R/W); thence deflect 85°52'21" left and run along said North right of way line for 114.65 feet to the Westerly right of way line of Lake Drive (50' R/W); thence deflect 79°09' left and run along said Westerly right of way line for 447.75 feet to the POINT OF BEGINNING; thence continue along said Westerly right of way line for 9.18 feet; thence deflect 10°19' left and continue along said Westerly right of way line for 137.80 feet; thence deflect 88° left for 150.00 feet; thence deflect 91°25'44" left for 158.84 feet; thence deflect 93°09'16" left for 150.00 feet to the POINT OF BEGINNING.

So-Called Apartments 11 & 12:

✓  
Commencing at the Northwest corner of the North 1/2 of the Southeast 1/4 of Section 13, Township 1 North, Range 30 West, Escambia County, Florida; thence run East along the North line of said North 1/2 of the Southeast 1/4 for 1320.00 feet to the Northwest corner of Lot 5 of said Section; thence deflect 88°00'21" right and run along the West line of said Lot 5 for 732.37 feet to the POINT OF BEGINNING; thence continue along said West line for 198.41 feet to the North right of way line of Chemstrand Road (66' R/W); thence deflect 85°52'21" left and run along said North right of way line for 114.65 feet to the Westerly right of way line of Lake Drive (50' R/W); thence deflect 79°09' left and run along said Westerly right of way line for 165.27 feet; thence deflect 88°19' left for 163.94 feet to the POINT OF BEGINNING.

EXHIBIT "A" CONTINUED

PAGE 4 of 5

AND

Commencing at the Northwest corner of the North 1/2 of the S.E. 1/4 of Section 13, T-1-N, R-30-W, Escambia County, Florida; thence run Easterly along the North line of the S.E. 1/4 of said section for 1632.93 feet, thence 108°-46'-47" right for 145.9 feet, thence 16°-06'-47" left for 113.67 feet to the Point of Beginning; thence continue along the same line for 100.01 feet, thence 92° right for 150 feet, thence 88° right for 100.01 feet, thence 92° right for 150 feet to the Point of Beginning.

AND

Commencing at the Northwest corner of the North 1/2 of the S.E. 1/4 of Section 13, T-1-N, R-30-W, Escambia County, Florida; thence run Easterly along the North line of the S.E. 1/4 of said section for 1632.93 feet, thence 108°-46'-47" right for 145.9 feet, thence 16°-06'-47" left for 113.67 feet to the Point of Beginning; thence continue along the same line for 100 feet, thence 92° right for 150 feet, thence 88°-45'-35" right for 116.9 feet, thence 97°-43'-25" right for 150 feet to the Point of Beginning.

AND

Commencing at the Northwest corner of the North 1/2 of the S.E. 1/4 of Section 13, T-1-N, R-30-W, Escambia County, Florida; thence run Easterly along the North line of the S.E. 1/4 of said section for 1632.93 feet, thence 108°-46'-47" right for 59.1 feet to the Point of Beginning; thence continue along the same line for 86.79 feet, thence 16°-06'-47" left for 113.67 feet, thence 98°-29' right for 150 feet, thence 95°-27'-19" right for 100 feet, thence 84°-32'-41" right for 150 feet to the Point of Beginning.

AND

Commencing at the Northwest corner of the North 1/2 of the S.E. 1/4 of Section 13, T-1-N, R-30-W, Escambia County, Florida; thence run Easterly along the North line of the S.E. 1/4 of said section for 1320.00 feet; thence 88°-00'-21" right for 930.78 feet to the North line of Chemstrand Road (66-foot R/W), thence 85°-52'-21" left and along said line for 380 feet, thence 94°-04'-55" left for 372.98 feet to the Point of Beginning; thence continue along the same line for 66 feet, thence 86°-49' left for 99.58 feet, thence 78°-15'-05" left for 65.44 feet, thence 100°-51' left for 116.59 feet to the Point of Beginning.

AND

Commencing at the Northwest corner of the North 1/2 of the S.E. 1/4 of Section 13, T-1-N, R-30-W, Escambia County, Florida; thence run Easterly along the North line of the S.E. 1/4 of said section for 1320.00 feet; thence 88°-00'-21" right for 930.78 feet to the North line of Chemstrand Road (66 foot R/W), thence 85°-52'-21" left and along said North line for 380 feet, thence 94°-04'-55" left for 519 feet to the Point of Beginning; thence continue along the same line for 73.03 feet, thence 87°-23'-05" left for 85.93 feet, thence 88°-00' left for 73 feet, thence 92°-00' left for 91.81 feet to the Point of Beginning.

EXHIBIT "A" CONTINUED

PAGE 5 of 5

ALSO DESCRIBED AS THE FOLLOWING:

DESCRIPTION: ( PER FIELD SURVEY )

COMMENCE AT THE NORTHWEST CORNER OF LOT 5, SECTION 13, TOWNSHIP 1 NORTH, RANGE 30 WEST, ESCAMBIA COUNTY, FLORIDA; THENCE S. 00°59'47" E. ALONG THE WEST LINE OF SAID LOT FOR 592.32 FEET FOR THE POINT OF BEGINNING; THENCE S. 82°26'47" E. FOR 45.52 FEET; THENCE N. 14°49'42" E. FOR 104.22 FEET; THENCE N. 03°56'27" E. FOR 158.84 FEET; THENCE N. 02°48'30" E. FOR 100.01 FEET; THENCE N. 03°32'47" E. FOR 116.90 FEET; THENCE N. 16°35'51" E. FOR 100.00 FEET; THENCE S. 78°51'30" E. FOR 150.01 FEET TO THE WEST RIGHT-OF-WAY LINE OF LAKE DRIVE (50' R/W); THENCE S. 18°45'28" W. ALONG SAID RIGHT-OF-WAY LINE FOR 86.79 FEET; THENCE S. 03°04'30" W. ALONG SAID RIGHT-OF-WAY LINE FOR 351.12; THENCE S. 13°03'02" W. ALONG SAID RIGHT-OF-WAY LINE FOR 456.85 FEET TO THE NORTH RIGHT-OF-WAY LINE OF CHEMSTRAND ROAD (66' R/W); THENCE N. 87°48'05" W. ALONG SAID NORTH RIGHT-OF-WAY LINE FOR 114.91 FEET TO AFORESAID WEST LINE OF LOT 5; THENCE N. 00°59'47" W. ALONG SAID WEST LINE FOR 336.85 FEET TO THE POINT OF BEGINNING. CONTAINING 3.13 ACRES, MORE OR LESS.

and

DESCRIPTION: ( PER FIELD SURVEY )

COMMENCE AT THE NORTHWEST CORNER OF LOT 5, SECTION 13, TOWNSHIP 1 NORTH, RANGE 30 WEST, ESCAMBIA COUNTY, FLORIDA; THENCE S. 00°59'47" E. ALONG THE WEST LINE OF SAID LOT FOR 929.17 FEET TO THE NORTH RIGHT-OF-WAY LINE OF CHEMSTRAND ROAD (66' R/W); THENCE S. 87°48'52" E. ALONG SAID RIGHT-OF-WAY LINE FOR 165.61 FEET TO THE EAST RIGHT-OF-WAY LINE OF LAKE DRIVE (50' R/W) FOR THE POINT OF BEGINNING; THENCE N. 13°04'41" E. ALONG SAID EAST RIGHT-OF-WAY LINE FOR 451.72 FEET; THENCE N. 02°45'02" E. ALONG SAID RIGHT-OF-WAY LINE FOR 348.86 FEET; THENCE N. 19°28'57" E. ALONG SAID RIGHT-OF-WAY LINE FOR 156.36 FEET TO THE NORTH LINE OF AFORESAID LOT 5; THENCE S. 89°24'55" E. ALONG SAID NORTH LINE FOR 14.34 FEET; THENCE S. 01°43'19" E. FOR 694.46 FEET; THENCE N. 87°46'54" W. FOR 129.91 FEET; THENCE S. 01°49'16" E. FOR 250.00 FEET TO AFORESAID NORTH RIGHT-OF-WAY LINE; THENCE N. 87°46'22" W. ALONG SAID RIGHT-OF-WAY LINE FOR 84.51 FEET TO THE POINT OF BEGINNING. CONTAINING 1.67 ACRES, MORE OR LESS.

RCD Jun 11, 1998 11:28 am  
Escambia County, Florida

Ernie Lee Magaha  
Clerk of the Circuit Court  
INSTRUMENT 98-491739

NTG DOC STAMPS PD & ESC CO \$ 313.95  
11/30/01 EMUE LEE WARRA, CLERK  
By: *L. L. L. L.*

INTANGIBLE TAX PD & ESC CO \$ 179.38  
11/30/01 EMUE LEE WARRA, CLERK  
By: *L. L. L. L.*

*Dr. Stamped  
Intang. Tax  
Recording*  
*\$ 313.95  
\$ 179.38  
\$ 51.00*

## COMMERCIAL MORTGAGE

BORROWER		MORTGAGOR	
GRAAL PROPERTIES, INC.		GRAAL PROPERTIES, INC.	
ADDRESS		ADDRESS	
P O BOX 9886 PENSACOLA, FL 32513		P O BOX 9886 PENSACOLA, FL 32513	
TELEPHONE NO.	IDENTIFICATION NO.	TELEPHONE NO.	IDENTIFICATION NO.
(850) 433-9699	59-3509053	(850) 433-9699	59-3509053

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 and 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	\$89,692.12	11/02/01	11/05/06		2434970

☐ 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 \$89,692.12, 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;

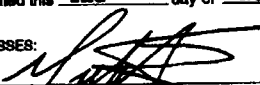
(c) All applicable laws and regulations including, without limitation, the Americans with Disabilities Act, 42 U.S.C. 12101 et seq. (and all regulations promulgated thereunder) and all zoning and building laws and regulations relating to the Property by virtue of any federal, state or municipal authority 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;

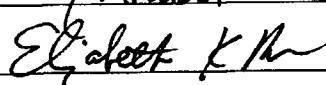
28. **SUCCESSORS AND ASSIGNS.** This Mortgage shall be binding upon and inure to the benefit of Mortgagor and Lender and their respective successors, assigns, trustees, receivers, administrators, personal representatives, legatees and devisees.
29. **NOTICE.** Except as otherwise required by law, any 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 2nd day of November, 2001

WITNESSES:

  
\_\_\_\_\_  
Michael F. Eise

  
\_\_\_\_\_  
ELIZABETH K. BROWN

MORTGAGOR: GRAAL PROPERTIES, INC.

  
\_\_\_\_\_  
MELANEE OLSEN, PRESIDENT  
P O BOX 9886  
PENSACOLA, FL 32513  
MORTGAGOR:

\_\_\_\_\_  
MORTGAGOR:

\_\_\_\_\_  
MORTGAGOR:

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MORTGAGOR:

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MORTGAGOR:

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MORTGAGOR:

\_\_\_\_\_  
MORTGAGOR:

EXHIBIT "A" CONTINUED

PAGE 3 of 5

So-Called Apartments 7 & 8:

Commencing at the Northwest corner of the North 1/2 of the Southeast 1/4 of Section 13, Township 1 North, Range 30 West, Escambia County, Florida; thence run East along the North line of said North 1/2 of the Southeast 1/4 for 1320.00 feet to the Northwest corner of Lot 5 of said Section; thence deflect 88°00'21" right and run along the West line of said Lot 5 for 930.78 feet to the North right of way line of Chemstrand Road (66' R/W); thence deflect 85°52'21" left and run along said North right of way line for 114.65 feet to the Westerly right of way line of Lake Drive (50' R/W); thence deflect 79°09' left and run along said Westerly right of way line for 323.87 feet to the POINT OF BEGINNING; thence continue along said Westerly right of way line for 123.88 feet; thence deflect 102°54' left for 150.00 feet; thence deflect 75°22'52" left for 104.43 feet; thence deflect 97°04'08" left for 150.00 feet to the POINT OF BEGINNING.

So-Called Apartments 9 & 10:

Commencing at the Northwest corner of the North 1/2 of the Southeast 1/4 of Section 13, Township 1 North, Range 30 West, Escambia County, Florida; thence run East along the North line of said North 1/2 of the Southeast 1/4 for 1320.00 feet to the Northwest corner of Lot 5 of said Section; thence deflect 88°00'21" right and run along the West line of said Lot 5 for 930.78 feet to the North right of way line of Chemstrand Road (66' R/W); thence deflect 85°52'21" left and run along said North right of way line for 114.65 feet to the Westerly right of way line of Lake Drive (50' R/W); thence deflect 79°09' left and run along said Westerly right of way line for 447.75 feet to the POINT OF BEGINNING; thence continue along said Westerly right of way line for 9.18 feet; thence deflect 10°19' left and continue along said Westerly right of way line for 137.80 feet; thence deflect 88° left for 150.00 feet; thence deflect 91°25'44" left for 158.84 feet; thence deflect 93°09'16" left for 150.00 feet to the POINT OF BEGINNING.

So-Called Apartments 11 & 12:

Commencing at the Northwest corner of the North 1/2 of the Southeast 1/4 of Section 13, Township 1 North, Range 30 West, Escambia County, Florida; thence run East along the North line of said North 1/2 of the Southeast 1/4 for 1320.00 feet to the Northwest corner of Lot 5 of said Section; thence deflect 88°00'21" right and run along the West line of said Lot 5 for 732.37 feet to the POINT OF BEGINNING; thence continue along said West line for 198.41 feet to the North right of way line of Chemstrand Road (66' R/W); thence deflect 85°52'21" left and run along said North right of way line for 114.65 feet to the Westerly right of way line of Lake Drive (50' R/W); thence deflect 79°09' left and run along said Westerly right of way line for 165.27 feet; thence deflect 88°19' left for 163.94 feet to the POINT OF BEGINNING.

Record & Return to:  
Compass Bank  
Attn.: Pat Murray  
5055 Bayou Blvd.  
Pensacola, FL 32503

OR BK 4836 PG1944  
Escambia County, Florida  
INSTRUMENT 2002-922315

#46.50

#2434970-14746

## ASSIGNMENT OF RENTS AND LEASES

BORROWER			LESSOR			
Graal Properties, Inc			Graal Properties, Inc			
ADDRESS			ADDRESS			
P O Box 9886 Pensacola, FL 32513			P O Box 9886 Pensacola, FL 32513			
TELEPHONE NO. (850) 841-0349		IDENTIFICATION NO. 59-3509053	TELEPHONE NO. (850) 841-0349		IDENTIFICATION NO. 59-3509053	
OFFICER IDENTIFICATION	INTEREST RATE	PRINCIPAL AMOUNT/ CREDIT LIMIT	FUNDING AGREEMENT DATE	MATURITY DATE	CUSTOMER NUMBER	LOAN NUMBER
MS	6.990 %	\$89,692.12	11/02/01	11/05/06		2434970

1. **ASSIGNMENT.** In consideration of the loan or financial accommodation evidenced by the promissory note or agreement described above and all other present and future evidences of indebtedness, obligations, agreements, instruments, guaranties or otherwise of Borrower or Lessor (whether incurred for the same or different purposes than the promissory note or agreement described above) and all renewals, extensions, amendments, modifications, replacements or substitutions to any of the foregoing, (collectively the "Obligations") Lessor, identified above, absolutely assigns to Compass Bank, 10060 Skinner Lake Drive, Jacksonville, FL 32246

("Lender") all Lessor's estate, right, title, interest, claim and demand now owned or hereafter acquired in all existing and future leases of the real property described in Schedule A (the "Premises") (including extensions, renewals and subleases), all agreements for use and occupancy of the Premises (all such leases and agreements whether written or oral, are hereafter referred to as the "Leases"), and all guaranties of lessee's 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 Premises 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 untenability caused by destruction or damage to the Premises, all proceeds payable as a result of a lessee's exercise of an option to purchase the Premises, 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 Lessor may have against any lessee under the Leases or any occupants of the Premises (all of the above are hereafter collectively referred to as the "Rent" or "Rents"). This Assignment is subject to the right, power and authority given to the Lender to collect and apply the Rents. The Obligations described above are also secured by a mortgage or deed of trust to Lender on the real property described in Schedule A (the "Security Instrument"). The foregoing Assignment is intended to be specific, perfected, and choate upon the recording of the Security Instrument as provided by applicable state law.

2. **COVENANTS OF LESSOR.** Lessor covenants and agrees that Lessor will:

- observe and perform all the obligations imposed upon the landlord under the Leases;
- refrain from discounting any future Rents or executing any future assignment of the Leases or collect any Rents in advance without the written consent of Lender;
- perform all necessary steps to maintain the security of the Leases for the benefit of Lender including, if requested, the periodic submission to Lender of reports and accounting information relating to the receipt of Rent payments;
- refrain from modifying or terminating any of the Leases without the written consent of Lender;
- execute and deliver, at the request of Lender, any assurances and assignments with respect to the Leases as Lender may periodically require; and
- comply with all applicable federal, state and local laws and regulations concerning the Premises, including but not limited to all environmental laws, the Americans with Disabilities Act, and all zoning and building laws.

3. **REPRESENTATIONS OF LESSOR.** Lessor represents and warrants to Lender that:

- the tenants under the Leases are current in all Rent payments and are not in default under the terms of any of the Leases;
- each of the Leases are valid and enforceable according to its terms, and there are no claims or defenses presently existing which could be asserted by any tenant under the Leases against Lessor or any assignee of Lessor;
- no Rents or security deposits under any of the Leases have previously been assigned by Lessor to any party other than Lender;
- Lessor has not accepted, and will not accept, Rent in excess of one month in advance under any of the Leases;
- Lessor has the power and authority to execute this Assignment; and
- Lessor has not performed any act or executed any instrument which might prevent Lender from collecting Rents and taking any other action under this Assignment.

4. **LESSOR MAY RECEIVE RENTS.** As long as there is no default under the Obligations described above, the Security Instrument securing the Obligations, or this Assignment, Lender grants Lessor a revocable license to collect all Rents from the Leases when due and to use such proceeds in Lessor's business operations. However, Lender may at any time require Lessor to deposit all Rents into an account maintained by Lessor or Lender at Lender's institution.

5. **DEFAULT AND REMEDIES.** Upon default in the payment of, or in the performance of, any of the Obligations, Lender may at its option take possession of the Premises, without becoming a mortgagee in possession and have, hold, manage, lease and operate the Premises on terms and for a period of time that Lender deems proper. Lender may proceed to collect and receive all Rents, and Lender shall have full power periodically to make alterations, renovations, repairs or replacements to the Premises 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 Premises and the management and operation of the Premises. Lender may keep the Premises 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 indebtedness secured by the Security Instrument and for which this Assignment is given, and shall bear interest at the highest rate set forth in the Obligations.

6. **APPOINTMENT OF RECEIVER.** In the event of a default under the Obligations and/or this Assignment, Lender shall be entitled, as a matter of strict right without notice, without bond, and without regard to the adequacy of the collateral securing the Obligations to the appointment of a receiver for the Premises. The receiver shall have, in addition to all the rights and powers customarily given to and exercised by a receiver, all the rights and powers granted to Lender under the Security Instrument and this Assignment.

7. **POWER OF ATTORNEY.** Lessor irrevocably authorizes Lender as Lessor's attorney-in-fact coupled with an interest, at Lender's option, upon taking possession of the Premises to lease or re-lease the Premises or any part thereof, to cancel and modify Leases, evict tenants, bring or defend any suits in connection with the possession of the Premises in the name of either party, make repairs as Lender deems appropriate and perform such other acts in connection with the management and operation of the Premises as Lender may deem proper. The receipt by Lender of any Rents under this Assignment after institution of foreclosure proceedings under the Security Instrument shall not cure any default or affect such proceedings or sale which may be held as a result of such proceedings.



8. **BENEFICIAL INTEREST.** Lender shall not be obligated to perform or discharge any obligation, duty or liability under the Leases by reason of this Assignment. Lessor hereby agrees to indemnify Lender and to hold Lender harmless from any and all liability, loss or damage which Lender may incur under the Leases by reason of this Assignment and from any and all claims and demands whatsoever which may be asserted against Lender by reason of any alleged obligations or undertakings on Lender's part to perform or discharge any of the terms or agreements contained in the Leases. Should Lender incur any liability, loss or damage under the Leases or under or by reason of this Assignment, or in the defense of any such claims or demands, the amount of such loss, including any costs and expenses to the extent permitted by applicable law, shall be secured by the Security Instrument. Lessor agrees to reimburse Lender immediately upon demand for any such costs, and upon failure of Lessor to do so, Lender may accelerate and declare due all sums owed to Lender under any of the Obligations.

9. **NOTICE TO TENANTS.** A written demand by Lender to the tenants under the Leases for the payment of Rents or written notice of any default claimed by Lender under the Leases shall be sufficient notice to the tenants to make future payments of Rents directly to Lender and to cure any default under the Leases without the necessity of further consent by Lessor. Lessor hereby releases the tenants from any liability for any Rents paid to Lender or any action taken by the tenants at the direction of Lender after such written notice has been given.

10. **INDEPENDENT RIGHTS.** This Assignment and the powers and rights granted are separate and independent from any obligation contained in the Security Instrument and may be enforced without regard to whether Lender institutes foreclosure proceedings under the Security Instrument. This Assignment is in addition to the Security Instrument and shall not affect, diminish or impair the Security Instrument. However, the rights and authority granted in this Assignment may be exercised in conjunction with the Security Instrument.

11. **MODIFICATION AND WAIVER.** The modification or waiver of any of Lessor's obligations or Lender's rights under this Assignment must be contained in a writing signed by Lender. Lender may perform any of Lessor's obligations or delay or fail to exercise any of its rights without causing a waiver of those obligations or rights. A waiver on one occasion shall not constitute a waiver on any other occasion. Lessor's obligations under this Assignment shall not be affected if Lender amends, compromises, exchanges, fails to exercise, impairs or releases any of the obligations belonging to any Lessor or third party or any of its rights against any Lessor, third party or collateral securing the Obligations.

12. **NOTICE.** Except as otherwise required by law, any notice or other communication to be provided under this Assignment shall be in writing and mailed to the parties at the addresses indicated in this Assignment or such other address as the parties may designate in writing from time to time.

13. **SEVERABILITY.** Whenever possible, each provision of this assignment shall be interpreted so as to be valid and effective under applicable state law. If any provision of this Assignment violates the law or is unenforceable, the rest of the Assignment shall remain valid.

14. **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.

15. **MISCELLANEOUS.**

- a. A default by Lessor under the terms of any of the Leases which would entitle the tenant thereunder to cancel or terminate such Lease shall be deemed a default under this Assignment and under any and all of the other documents evidencing the Obligations and Security Instrument.
- b. A violation by Lessor of any of the covenants, representations or provisions contained in this Assignment shall be deemed a default under the terms of the Note and Security Instrument.
- c. This Assignment shall be binding upon and inure to the benefit of Lessor and Lender and their respective successors, assigns, trustees, receivers, administrators, personal representatives, legatees, and devisees.
- d. This Assignment shall be governed by the laws of the state indicated in the address of the Premises. Unless applicable law provides otherwise, Lessor consents to the jurisdiction of any court selected by Lender in its sole discretion located in the state indicated in Lender's address in the event of any legal proceeding under this Assignment.
- e. All references to Lessor in this Assignment shall include all persons signing below. If there is more than one Lessor, their obligations shall be joint and several. Time is of the essence in the performance of this agreement. This Assignment represents the complete and integrated understanding between Lessor and Lender pertaining to the terms hereof.

16. **JURY TRIAL WAIVER.** LENDER AND LESSOR HEREBY WAIVE ANY RIGHT TO TRIAL BY JURY IN ANY CIVIL ACTION ARISING OUT OF, OR BASED UPON, THIS ASSIGNMENT.

17. **ADDITIONAL TERMS.**

LESSOR ACKNOWLEDGES THAT LESSOR HAS READ, UNDERSTANDS, AND AGREES TO THE TERMS AND CONDITIONS OF THIS ASSIGNMENT.

Dated: November 02, 2001

WITNESSES:

LESSOR: Graal Properties, Inc

By: Melrose Olsen  
Melrose Olsen, President  
P O Box 9886  
Pensacola, FL 32513  
LESSOR:

LESSOR:

LESSOR:

LESSOR:

LESSOR:

LESSOR:

LESSOR:

STATE OF FLORIDA,

COUNTY OF Escambia

The foregoing instrument was acknowledged before me this 11/9/02 by Melrose Olsen

who are personally known to me or who have produced personally known as identification.

Sandra M. Hebert  
Notary Public

SANDRA M. HEBERT  
NOTARY PUBLIC, STATE OF FLORIDA  
COMMISSION NO. CC 787587  
MY COMMISSION EXPIRES NOV. 02, 2002

STATE OF FLORIDA,

COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me this \_\_\_\_\_ by \_\_\_\_\_

as \_\_\_\_\_

for \_\_\_\_\_

who are personally known to me or who have produced \_\_\_\_\_ as identification.

\_\_\_\_\_  
Notary Public

**SCHEDULE A**

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

The street address of the Property (if applicable) is: **Tre-plex Rental Property**  
**Pensacola, FL 32513**

The legal description of the Property is:

**SEE ATTACHED EXHIBIT "A"**

The permanent tax identification number of the Property is:

**THIS DOCUMENT WAS PREPARED BY: COMPASS BANK**

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

EXHIBIT "A" CONTINUED

So-Called Apartments 7 & 8:

Commencing at the Northwest corner of the North 1/2 of the Southeast 1/4 of Section 13, Township 1 North, Range 30 West, Escambia County, Florida; thence run East along the North line of said North 1/2 of the Southeast 1/4 for 1320.00 feet to the Northwest corner of Lot 5 of said Section; thence deflect 88°00'21" right and run along the West line of said Lot 5 for 930.78 feet to the North right of way line of Chemstrand Road (66' R/W); thence deflect 85°52'21" left and run along said North right of way line for 114.65 feet to the Westerly right of way line of Lake Drive (50' R/W); thence deflect 79°09' left and run along said Westerly right of way line for 323.87 feet to the POINT OF BEGINNING; thence continue along said Westerly right of way line for 123.88 feet; thence deflect 102°54' left for 150.00 feet; thence deflect 75°22'52" left for 104.43 feet; thence deflect 97°04'08" left for 150.00 feet to the POINT OF BEGINNING.

So-Called Apartments 9 & 10:

Commencing at the Northwest corner of the North 1/2 of the Southeast 1/4 of Section 13, Township 1 North, Range 30 West, Escambia County, Florida; thence run East along the North line of said North 1/2 of the Southeast 1/4 for 1320.00 feet to the Northwest corner of Lot 5 of said Section; thence deflect 88°00'21" right and run along the West line of said Lot 5 for 930.78 feet to the North right of way line of Chemstrand Road (66' R/W); thence deflect 85°52'21" left and run along said North right of way line for 114.65 feet to the Westerly right of way line of Lake Drive (50' R/W); thence deflect 79°09' left and run along said Westerly right of way line for 447.75 feet to the POINT OF BEGINNING; thence continue along said Westerly right of way line for 9.18 feet; thence deflect 10°19' left and continue along said Westerly right of way line for 137.88 feet; thence deflect 88° left for 150.00 feet; thence deflect 91°25'44" left for 158.84 feet; thence deflect 93°09'16" left for 150.00 feet to the POINT OF BEGINNING.

So-Called Apartments 11 & 12:

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**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)(4) & (d).

has occurred and continues.

THEREFORE, the Special Magistrate being otherwise fully advised in the premises; it is hereby **ORDERED** that: Green 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 Green 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

