

# Tax Collector's Certification

17-487

CTY-513

**Tax Deed Application Number**

1700269

**Date of Tax Deed Application**

Apr 27, 2017

This is to certify that **PFS FINANCIAL 1, LLC U.S. BANK, CUSTODIAN/PFS FINAN**  
**US BANK AS CUST FOR PFS FINANCIAL 1 LLC**, holder of **Tax Sale Certificate Number 2015 / 1776**, Issued the 1st Day of June, 2015 and which encumbers the following described property in the county of Escambia County, State of Florida, to wit: **04-0867-630**

**Cert Holder:**

**PFS FINANCIAL 1, LLC U.S. BANK, CUSTODIAN/PFS FINAN**  
**US BANK AS CUST FOR PFS FINANCIAL 1 LLC**  
**50 SOUTH 16TH ST, STE 2050 PHILADELPHIA, PA 19102**

**Property Owner:**

**SAMS FUN CITY INC**  
**6709 PENSACOLA BLVD**  
**PENSACOLA, FL 32505**  
BEG AT INTERSECT OF WLY R/W LI OF SR 95 (US HWY 29  
PENSACOLA BLVD 200 FT R/W) AND N LI OF SEC 39 S 2 Full legal  
attached.

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, or if the certificate is held by the County, all appropriate fees have been deposited.

Certificates owned by applicant and filed in connection with this application:

Certificate Year/Number	Account Number	Sale Date	Face Amount of Certificate	Interest	Total
2015/1776	04-0867-630	06/01/2015	38,152.85	1,907.64	40,060.49

Certificates redeemed by applicant or included (County) in connection with this tax deed application:

Certificate Year/Number	Account Number	Sale Date	Face Amount of Certificate	Tax Collector's Fee	Interest	Total
2016/1584	04-0867-630	06/01/2016	37,881.76	6.25	1,894.09	39,782.10

**Amounts Certified by Tax Collector (Lines 1-7):****Total Amount Paid**

1. Total of all Certificates in Applicant's Possession and Cost of the Certificates Redeemed by Applicant
2. Total of Delinquent Taxes Paid by Tax Deed Applicant
3. Total of Current Taxes Paid by Tax Deed Applicant
4. Ownership and Encumbrance Report Fee
5. Tax Deed Application Fee
6. Total Interest Accrued by Tax Collector Pursuant to Section 197.542, F.S.
7. Total (Lines 1 - 6)

79,842.59

0.00

35943.16

200.00

175.00

116,160.75

**Amounts Certified by Clerk of Court (Lines 8-15):****Total Amount Paid**

8. Clerk of Court Statutory Fee for Processing Tax Deed
9. Clerk of Court Certified Mail Charge
10. Clerk of Court Advertising Charge
11. Clerk of Court Recording Fee for Certificate of Notice
12. Sheriff's Fee
13. Interest Computed by Clerk of Court Pursuant to Section 197.542, F.S.
14. Total (Lines 8 - 13)
15. One-half Assessed Value of Homestead Property, if Applicable per F.S.
16. Other Outstanding Certificates and Delinquent Taxes Not Included in this Application,
17. Statutory (Opening) Bid; Total of Lines 7, 14, 15 (if applicable) and 16 (if
18. Redemption Fee
19. Total Amount to Redeem

6.25

Done this the 4th day of May, 2017 Scott Lunsford, Tax Collector of Escambia County

Date of Sale: October 2, 2017

By

Candice Lewis

\*This certification must be surrendered to the Clerk of the Circuit Court no later than ten (10) days after this date.

04-0867-630 2015

BEG AT INTERSECT OF WLY R/W LI OF SR 95 (US HWY 29 PENSACOLA BLVD 200 FT R/W) AND N LI OF SEC 39 S 24 DEG 13 MIN 45 SEC E ALG WLY R/W LI 39 84/100 FT FOR POB CONT ALG WLY R/W LI S 24 DEG 13 MIN 45 SEC E 256 56/100 FT DEPARTING R/W LI N 86 DEG 38 MIN 15 SEC W TO SLY BOUNDARY LI OF OR 2718 P 771 A DIST OF 74 31/100 FT ALG SLY BOUNDARY LI 56 DEG 10 MIN 56 SEC W 174 70/100 FT DEPARTING SLY BOUNDARY S 33 DEG 49 MIN 4 SEC E 123 25/100 FT S 56 DEG 10 MIN 56 SEC W 76 35/100 FT S 15 DEG 48 MIN 3 SEC E 132 79/100 FT S 56 DEG 25 MIN 40 SEC W 143 92/100 S 33 DEG 34 MIN 20 SEC E 150 55/100 FT S 55 DEG 33 MIN 19 SEC W 283 FT S 34 DEG 26 MIN 41 SEC E 169 18/100 FT S 55 DEG 10 MIN 18 SEC W 192 70/100 FT TO PC NLY ALG CURVE TO LEFT RADIUS 280 FT ARC DIST 342 9/100 FT (DELTA ANG 70 DEG 0 MIN 6 SEC CH DIST 321 21/100 FT CH BRG N 89 DEG 46 MIN 44 SEC W) S 55 DEG 13 MIN 13 SEC W 183 10/100 FT TO ELY R/W LI OF BURLINGTON NORTHERN RR (100 FT R/W) N 17 DEG 55 MIN 20 SEC W ALG ELY R/W LI 679 44/100 FT DEPARTING ELY R/W LI N 39 DEG 2 MIN 16 SEC E 216 52/100 FT TO SLY R/W LI OF ANITA AVE (66 FT R/W) NLY ALG CURVE TO LEFT RADIUS 66 FT ARC DIST 61 35/100 FT (DELTA ANG 53 DEG 15 MIN 47 SEC CH DIST 59 17/100 FT CH BRG N 83 DEG 47 MIN 33 SEC E TO PT N 57 DEG 22 MIN 0 SEC E 733 80/100 FT S 32 DEG 34 MIN 0 SEC E 71 70/100 FT N 55 DEG 22 MIN 45 SEC E 285 2/100 FT TO WLY R/W LI AND POB LESS BEG AT INTERSECT OF WLY R/W LI OF SR 95 (US HWY 29 PENSACOLA BLVD 200 FT R/W) AND N LI OF SEC 39 S 24 DEG 13 MIN 45 SEC E ALG WLY R/W LI 249 88/100 FT TO SELY COR OF PARCEL IN OR 2718 P 771 FOR POB CONT ALG WLY R/W LI S 24 DEG 13 MIN 45 SEC W 46 52/100 FT DEPARTING R/W LI N 86 DEG 38 MIN 15 SEC W TO SLY BOUNDARY LI OF OR 2718 P 771 A DIST OF 74 47/100 FT ALG SLY BOUNDARY LI N 56 DEG 10 MIN 56 SEC E 66 93/100 FT TO POB AND LESS BEG AT INTERSECT OF WLY R/W LI OF SR 95 (US HWY 29 PENSACOLA BLVD 200 FT R/W) AND N LI OF SEC 39 S 24 DEG 13 MIN 45 SEC E ALG WLY R/W LI 249 88/100 FT TO SELY COR OF PARCEL IN OR 2718 P 772 DEPARTING WLY R/W LI S 56 DEG 10 MIN 56 SEC W ALG SLY BOUNDARY LI OF OR 2718 P 771 FOR 241 63/100 FT FOR POB S 33 DEG 49 MIN 4 SEC E 138 FT S 56 DEG 10 MIN 56 SEC W TO PT OF INTERSECT WITH ELY BOUNDARY LI OF OR 2718 P 771 A DIST OF 110 37/100 FT ALG ELY BOUNDARY LI N 33 DEG 49 MIN 4 SEC W TO SLY BOUNDARY LI 136 FT N 56 DEG 10 MIN 56 SEC E ALG SLY BOUNDARY LI 110 37/100 FT TO POB AND LESS BEG AT INTERSECT OF WLY R/W LI OF US HWY 29 (SR 95 PENSACOLA BLVD 200 FT R/W) AND N LI OF SEC 39 S 24 DEG 13 MIN 45 SEC E ALG WLY R/W LI 822 29/100 FT DEPARTING WLY R/W LI S 56 DEG 14 MIN 15 SEC W ALG SLY BOUNDARY LI OF PARCEL IN OR 2137 P 648 TO A PT ON E LI OF SEC 39 S 15 DEG 35 MIN 37 SEC E ALG E LI 8 12/100 FT TO SLY BOUNDARY LI DEPARTING E LI S 55 DEG 23 MIN 43 SEC W ALG SLY BOUNDARY LI 277 26/100 FT N 70 DEG 13 MIN 13 SEC W ALG SLY BOUNDARY LI OF PARCEL IN OR 1954 P 364 FOR 217 90/100 FT FOR POB CONT ALG SLY BOUNDARY LI OF PARCEL IN OR 1954 P 364 N 70 DEG 13 MIN 13 SEC W 9 74/100 FT N 15 DEG 44 MIN 9 SEC W ALG WLY LI OF PARCEL IN OR 1954 P 364 FOR 151 38/100 FT DEPARTING WLY LI N 56 DEG 25 MIN 40 SEC E 48 84/100 FT S 33 DEG 34 MIN 2 SEC E 150 55/100 FT S 55 DEG 33 MIN 19 SEC W 89 40/100 FT TO POB AND LESS BEG AT INTERSECT OF WLY R/W LI OF SR 95 (US HWY 29 PENSACOLA BLVD 200 FT R/W) AND N LI OF SEC 39 S 24 DEG 13 MIN 45 SEC E ALG WLY R/W LI 249 88/100 FT TO OF INTERSECT WITH SLY LI OF PARCEL IN OR 2718 P 771 DEPARTING WLY R/W LI S 56 DEG 10 MIN 56 SEC W ALG SLY BOUNDARY LI 352 FT S 33 DEG 49 MIN 4 SEC E ALG ELY LI 155 5/100 FT S 55 DEG 20 MIN 27 SEC W ALG SLY LI 170 27/100 FT TO PT ON NLY COR OF PARCEL IN OR 3887 P 419 DEPARTING SLY LI S 15 DEG 44 MIN 41 SEC E ALG ELY LI 210 FT DEPARTING ELY LI S 55 DEG 10 MIN 17 SEC W 271 89/100 FT S 34 DEG 49 MIN 43 SEC E 211 51/100 FT S 55 DEG 10 MIN 17 SEC W 122 6/100 FT S 54 DEG 48 MIN 41 SEC E 507 20/100 FT FOR POB N 71 DEG 50 MIN 59 SEC E 227 95/100 FT TO PT ON CURVED WLY R/W LI OF W ST (90 FT R/W) SWLY ALG R/W OF ARC OF CURVE CONCAVE SELY RADIUS 931 47/100 FT (DELTA ANG 17 DEG 29 MIN 21 SEC CH BRG S 28 DEG 28 MIN 6 SEC W CH DIST 283 22/100 FT) ARC DIST 284 32/100 FT DEPARTING R/W LI NWLY ALG ARC OF CURVE CONCAVE SWLY RADIUS 25 FT (DELTA ANG 74 DEG 30 MIN 7 SEC CH BRG N 17 DEG 30 MIN 7 SEC W CH DIST 30 27/100 FT) ARC DIST 32 51/100 FT TO PT N 54 DEG 46 MIN 41 SEC W 204 69/100 FT N 71 DEG 50 MIN 59 SEC E 99 69/100 FT TO POB OR 4507 P 1538 OR 4594 P 174 LESS OR 4594 P 124 MOTION PICTURES LESS OR 5049 P 1521 RAVE MOTION PICTURES PENSACOLA LLC AND BEG AT INTER OF N LI OF SEC & WLY R/W LI OF SR #95 S 22 DEG 3 MIN 0 SEC E ALG R/W 250 FT S 58 DEG 21 MIN 41 SEC W 352 FT S 31 DEG 38 MIN 19 SEC E 155 05/100 FT S 13 DEG 33 MIN 19 SEC E 33 07/100 FT S 57 DEG 31 MIN 11 SEC W 1034 97/100 FT TO ELY R/W LI OF RR N 15 DEG 44 MIN 1 SEC ALG R/W 442 56/100 FT N 39 DEG 2 MIN 16 SEC E 216 52/100 FT TO SLY R/W LI OF ANITA AVE ELY ALG R/W & ARC OF CURVE CONCAVE TO N RADIUS 66 FT (DELTA ANG 53 DEG 47 MIN 54 SEC CH BRG N 84 DEG 15 MIN 57 SEC E CH DIST 59 72/100 FT) ARC DIST 61 97/100 FT TO PT OF CURVE N 57 DEG 22 MIN 0 SEC E ALG SLY R/W LI 733 80/100 FT S 32 DEG 34 MIN 0 SEC E 71 70/100 FT TO N LI OF SEC N 57 DEG 33 MIN 30 SEC E ALG N LI 289 29/100 FT TO POB OR 4594 P 174 AND BEG INTERSECT OF N LI OF SEC & WLY R/W OF SR #95 (PENSACOLA BLVD 200 FT R/W) S 22 DEG 3 MIN 0 SEC E ALG R/W 694 26/100 FT S 58 DEG 36 MIN 49 SEC W 221 56/100 FT S 31 DEG 23 MIN 30 SEC E 136 48/100 FT S 57 DEG 33 MIN 36 SEC W 166 78/100 FT N 68 DEG 2 MIN 19 SEC W 228 2/100 FT N 13 DEG 35 MIN 29 SEC W 150 44/100 FT FOR POB CONT N 13 DEG 35 MIN 29 SEC W 96 17/100 FT N 57 DEG 24 MIN 59 SEC E 194 61/100 FT S 13 DEG 37 MIN 18 SEC E 100 40/100 FT S 58 DEG 36 MIN 25 SEC W 193 32/100 FT TO POB OR 4568 P 1727 OR 4594 P 174

# APPLICATION FOR TAX DEED

Section 197.502, Florida Statutes

512  
R. 12/16

Application Number: 1700269

To: Tax Collector of ESCAMBA COUNTY, Florida

I,

PFS FINANCIAL 1, LLC U.S. BANK, CUSTODIAN/PFS FINAN  
US BANK AS CUST FOR PFS FINANCIAL 1 LLC  
50 SOUTH 16TH ST, STE 2050  
PHILADELPHIA, PA 19102,

hold the listed tax certificate and hereby surrender the same to the Tax Collector and make tax deed application thereon:

Account Number	Certificate No.	Date	Legal Description
04-0867-630	2015/1776	06-01-2015	BEG AT INTERSECT OF WLY R/W LI OF SR 95 (US HWY 29 PENSACOLA BLVD 200 FT R/W) AND N LI OF SEC 39 S 24 DEG 13 MIN 45 SEC E ALG WLY R/W LI 39 84/100 FT FOR POB CONT ALG WLY R/W LI S 24 DEG 13 MIN 45 SEC E 256 56/100 FT DEPARTING R/W LI N 86 DEG 38 MIN 15 SEC W TO SLY BOUNDARY LI OF OR 2718 P 771 A DIST OF 74 31/100 FT ALG SLY BOUNDARY LI 56 DEG 10 MIN 56 SEC W 174 70/100 FT DEPARTING SLY BOUNDARY S 33 DEG 49 MIN 4 SEC E 123 25/100 FT S 56 DEG 10 MIN 56 SEC W 76 35/100 FT S 15 DEG 48 MIN 3 SEC E 132 79/100 FT S 56 DEG 25 MIN 40 SEC W 143 92/100 S 33 DEG 34 MIN 20 SEC E 150 55/100 FT S 55 DEG 33 MIN 19 SEC W 283 FT S 34 DEG 26 MIN 41 SEC E 169 18/100 FT S 55 DEG 10 MIN 18 SEC W 192 70/100 FT TO PC NLY ALG CURVE TO LEFT RADIUS 280 FT ARC DIST 342 9/100 FT (DELTA ANG 70 DEG 0 MIN 6 SEC CH DIST 321 21/100 FT CH BRG N 89 DEG 46 MIN 44 SEC W) S 55 DEG 13 MIN 13 SEC W 183 10/100 FT TO ELY R/W LI OF BURLINGTON NORTHERN RR (100 FT R/W) N 17 DEG 55 MIN 20 SEC W ALG ELY R/W LI 679 44/100 FT DEPARTING ELY R/W LI N 39 DEG 2 MIN 16 SEC E 216 52/100 FT TO SLY R/W LI OF ANITA AVE (66 FT R/W) NLY ALG CURVE TO LEFT RADIUS 66 FT ARC DIST 61 35/100 FT (DELTA ANG 53 DEG 15 MIN 47 SEC CH DIST 59 17/100 FT CH BRG N 83 DEG 47 MIN 33 SEC E TO PT N 57 DEG 22 MIN 0 SEC E 733 80/100 FT S 32 DEG 34 MIN 0 SEC E 71 70/100 FT N 55 DEG 22 MIN 45 SEC E 285 2/100 FT TO WLY R/W LI AND POB LESS BEG AT INTERSECT OF WLY R/W LI OF SR 95 (US HWY 29 PENSACOLA BLVD 200 FT R/W) AND N LI OF SEC 39 S

		<p>24 DEG 13 MIN 45 SEC E ALG WLY R/W LI 249 88/100 FT TO SELY COR OF PARCEL IN OR 2718 P 771 FOR POB CONT ALG WLY R/W LI S 24 DEG 13 MIN 45 SEC W 46 52/100 FT DEPARTING R/W LI N 86 DEG 38 MIN 15 SEC W TO SLY BOUNDARY LI OF OR 2718 P 771 A DIST OF 74 47/100 FT ALG SLY BOUNDARY LI N 56 DEG 10 MIN 56 SEC E 66 93/100 FT TO POB AND LESS BEG AT INTERSECT OF WLY R/W LI OF SR 95 (US HWY 29 PENSACOLA BLVD 200 FT R/W) AND N LI OF SEC 39 S 24 DEG 13 MIN 45 SEC E ALG WLY R/W LI 249 88/100 FT TO SELY COR OF PARCEL IN OR 2718 P 772 DEPARTING WLY R/W LI S 56 DEG 10 MIN 56 SEC W ALG SLY BOUNDARY LI OF OR 2718 P 771 FOR 241 63/100 FT FOR POB S 33 DEG 49 MIN 4 SEC E 138 FT S 56 DEG 10 MIN 56 SEC W TO PT OF INTERSECT WITH ELY BOUNDARY LI OF OR 2718 P 771 A DIST OF 110 37/100 FT ALG ELY BOUNDARY LI N 33 DEG 49 MIN 4 SEC W TO SLY BOUNDARY LI 136 FT N 56 DEG 10 MIN 56 SEC E ALG SLY BOUNDARY LI 110 37/100 FT TO POB AND LESS BEG AT INTERSECT OF WLY R/W LI OF US HWY 29 (SR 95 PENSACOLA BLVD 200 FT R/W) AND N LI OF SEC 39 S 24 DEG 13 MIN 45 SEC E ALG WLY R/W LI 822 29/100 FT DEPARTING WLY R/W LI S 56 DEG 14 MIN 15 SEC W ALG SLY BOUNDARY LI OF PARCEL IN OR 2137 P 648 TO A PT ON E LI OF SEC 39 S 15 DEG 35 MIN 37 SEC E ALG E LI 8 12/100 FT TO SLY BOUNDARY LI DEPARTING E LI S 55 DEG 23 MIN 43 SEC W ALG SLY BOUNDARY LI 277 26/100 FT N 70 DEG 13 MIN 13 SEC W ALG SLY BOUNDARY LI OF PARCEL IN OR 1954 P 364 FOR 217 90/100 FT FOR POB CONT ALG SLY BOUNDARY LI OF PARCEL IN OR 1954 P 364 N 70 DEG 13 MIN 13 SEC W 9 74/100 FT N 15 DEG 44 MIN 9 SEC W ALG WLY LI OF PARCEL IN OR 1954 P 364 FOR 151 38/100 FT DEPARTING WLY LI N 56 DEG 25 MIN 40 SEC E 48 84/100 FT S 33 DEG 34 MIN 2 SEC E 150 55/100 FT S 55 DEG 33 MIN 19 SEC W 89 40/100 FT TO POB AND LESS BEG AT INTERSECT OF WLY R/W LI OF SR 95 (US HWY 29 PENSACOLA BLVD 200 FT R/W) AND N LI OF SEC 39 S 24 DEG 13 MIN 45 SEC E ALG WLY R/W LI 249 88/100 FT TO OF INTERSECT WITH SLY LI OF PARCEL IN OR 2718 P 771 DEPARTING WLY R/W LI S 56 DEG 10 MIN 56 SEC W ALG SLY BOUNDARY LI 352 FT S 33 DEG 49 MIN 4 SEC E ALG ELY LI 155 5/100 FT S 55 DEG 20 MIN 27 SEC W ALG SLY LI 170 27/100 FT TO PT ON NLY COR OF PARCEL IN OR 3887 P 419 DEPARTING SLY LI S 15 DEG 44 MIN 41 SEC E ALG ELY LI 210 FT DEPARTINT ELY LI S 55 DEG 10 MIN 17 SEC W 271 89/100 FT S 34 DEG 49 MIN 43</p>
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		<p>           SEC E 211 51/100 FT S 55 DEG 10 MIN 17            SEC W 122 6/100 FT S 54 DEG 48 MIN 41            SEC E 507 20/100 FT FOR POB N 71 DEG            50 MIN 59 SEC E 227 95/100 FT TO PT ON            CURVED WLY R/W LI OF W ST (90 FT R/W)            SWLY ALG R/W OF ARC OF CURVE            CONCAVE SELY RADIUS 931 47/100 FT            (DELTA ANG 17 DEG 29 MIN 21 SEC CH            BRG S 28 DEG 28 MIN 6 SEC W CH DIST            283 22/100 FT) ARC DIST 284 32/100 FT            DEPARTING R/W LI NWLY ALG ARC OF            CURVE CONCAVE SWLY RADIUS 25 FT            (DELTA ANG 74 DEG 30 MIN 7 SEC CH            BRG N 17 DEG 30 MIN 7 SEC W CH DIST            30 27/100 FT) ARC DIST 32 51/100 FT TO            PT N 54 DEG 46 MIN 41 SEC W 204 69/100            FT N 71 DEG 50 MIN 59 SEC E 99 69/100 FT            TO POB OR 4507 P 1538 OR 4594 P 174            LESS OR 4594 P 124 MOTION PICTURES            LESS OR 5049 P 1521 RAVE MOTION            PICTURES PENSACOLA LLC AND BEG AT            INTER OF N LI OF SEC &amp; WLY R/W LI OF            SR #95 S 22 DEG 3 MIN 0 SEC E ALG R/W            250 FT S 58 DEG 21 MIN 41 SEC W 352 FT            S 31 DEG 38 MIN 19 SEC E 155 05/100 FT S            13 DEG 33 MIN 19 SEC E 33 07/100 FT S 57            DEG 31 MIN 11 SEC W 1034 97/100 FT TO            ELY R/W LI OF RR N 15 DEG 44 MIN 1 SEC            ALG R/W 442 56/100 FT N 39 DEG 2 MIN 16            SEC E 216 52/100 FT TO SLY R/W LI OF            ANITA AVE ELY ALG R/W &amp; ARC OF            CURVE CONCAVE TO N RADIUS 66 FT            (DELTA ANG 53 DEG 47 MIN 54 SEC CH            BRG N 84 DEG 15 MIN 57 SEC E CH DIST            59 72/100 FT) ARC DIST 61 97/100 FT TO            PT OF CURVE N 57 DEG 22 MIN 0 SEC E            ALG SLY R/W LI 733 80/100 FT S 32 DEG 34            MIN 0 SEC E 71 70/100 FT TO N LI OF SEC            N 57 DEG 33 MIN 30 SEC E ALG N LI 289            29/100 FT TO POB OR 4594 P 174 AND            BEG INTERSECT OF N LI OF SEC &amp; WLY            R/W OF SR #95 (PENSACOLA BLVD 200 FT            R/W) S 22 DEG 3 MIN 0 SEC E ALG R/W            694 26/100 FT S 58 DEG 36 MIN 49 SEC W            221 56/100 FT S 31 DEG 23 MIN 30 SEC E            136 48/100 FT S 57 DEG 33 MIN 36 SEC W            166 78/100 FT N 68 DEG 2 MIN 19 SEC W            228 2/100 FT N 13 DEG 35 MIN 29 SEC W            150 44/100 FT FOR POB CONT N 13 DEG            35 MIN 29 SEC W 96 17/100 FT N 57 DEG            24 MIN 59 SEC E 194 61/100 FT S 13 DEG            37 MIN 18 SEC E 100 40/100 FT S 58 DEG            36 MIN 25 SEC W 193 32/100 FT TO POB            OR 4568 P 1727 OR 4594 P 174         </p>
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I agree to:

- pay any current taxes, if due and
- redeem all outstanding tax certificates plus interest not in my possession, and
- pay all delinquent and omitted taxes, plus interest covering the property.
- pay all Tax Collector's fees, ownership and encumbrance report costs, Clerk of the Court costs, charges and fees,

and Sheriff's costs, if applicable.

Attached is the tax sale certificate on which this application is based and all other certificates of the same legal description which are in my possession.

Electronic signature on file  
PFS FINANCIAL 1, LLC U.S. BANK, CUSTODIAN/PFS  
FINAN  
US BANK AS CUST FOR PFS FINANCIAL 1 LLC  
50 SOUTH 16TH ST, STE 2050  
PHILADELPHIA, PA 19102

04-27-2017  
Application Date

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Applicant's signature



# Chris Jones

## Escambia County Property Appraiser

Real Estate  
Search

Tangible Property  
Search

Sale  
List

Amendment 1/Portability  
Calculations

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 ☒ Account
 ☐ Reference

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General Information		Assessments				
<b>Reference:</b>	391S301105000004	<b>Year</b>	<b>Land</b>	<b>Imprv</b>	<b>Total</b>	<b>Cap Val</b>
<b>Account:</b>	040867630	2016	\$1,058,063	\$1,243,780	\$2,301,843	\$2,301,843
<b>Owners:</b>	SAMS FUN CITY INC	2015	\$1,058,063	\$1,193,288	\$2,251,351	\$2,251,351
<b>Mail:</b>	6709 PENSACOLA BLVD PENSACOLA, FL 32505	2014	\$1,058,062	\$1,187,512	\$2,245,574	\$2,245,574
<b>Situs:</b>	6709 PENSACOLA BLVD 32505	<a href="#">Disclaimer</a>				
<b>Use Code:</b>	TOURIST ATTRACTION	<a href="#">Amendment 1/Portability Calculations</a>				
<b>Taxing Authority:</b>	COUNTY MSTU	<a href="#">File for New Homestead Exemption Online</a>				
<b>Tax Inquiry:</b>	<a href="#">Open Tax Inquiry Window</a>					
Tax Inquiry link courtesy of Scott Lunsford Escambia County Tax Collector						

Sales Data				
Sale Date	Book Page	Value	Type	Official Records (New Window)
08/2000	4594 174	\$100	QC	<a href="#">View Instr</a>
12/1999	4507 1538	\$750,000	WD	<a href="#">View Instr</a>
05/1998	4262 34	\$250,000	WD	<a href="#">View Instr</a>
Official Records Inquiry courtesy of Pam Childers Escambia County Clerk of the Circuit Court and Comptroller				

2016 Certified Roll Exemptions	
None	
Legal Description	
BEG AT INTERSECT OF WLY R/W LI OF SR 95 (US HWY 29 PENSACOLA BLVD 200 FT R/W) AND N LI OF SEC 39 S 24 DEG...	
Extra Features	
ASPHALT PAVEMENT CANOPY CHAINLINK FENCE CONCRETE PAVING CONCRETE WALKS FRAME BUILDING LIGHTS OPEN PORCH POOL WOOD FENCE	

**Parcel Information**

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

**Approx. Acreage:**  
14.8500

**Zoned:**   
HC/LI

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

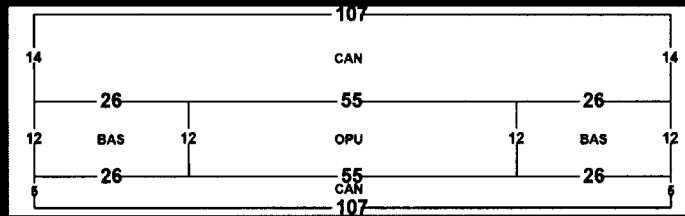
[Launch Interactive Map](#)

[View Florida Department of Environmental Protection\(DEP\) Data](#)

Buildings

Address: 6709 PENSACOLA BLVD, Year Built: 2000, Effective Year: 2000

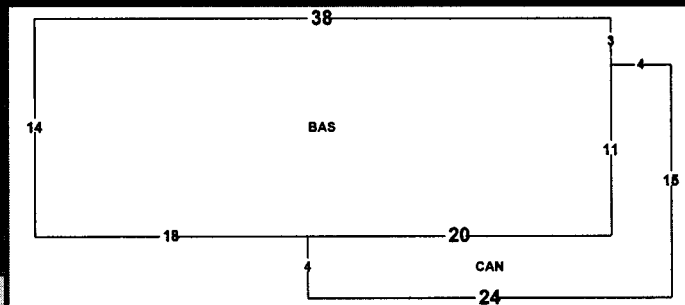
**Structural Elements**



**Areas - 3317 Total SF**

Year Built: 2000, Effective Year: 2000

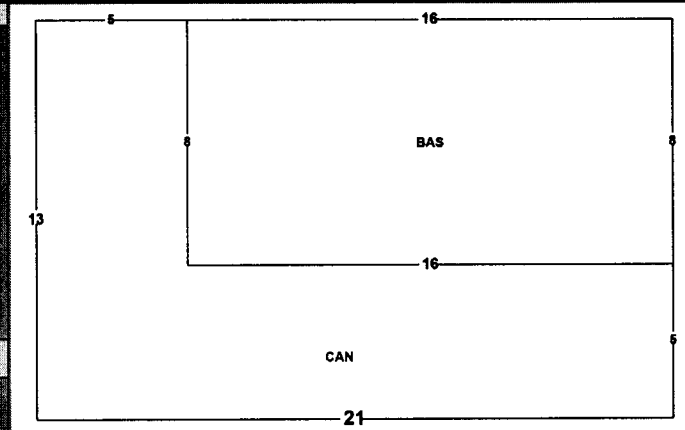
**Structural Elements**



**Areas - 672 Total SF**

Year Built: 2000, Effective Year: 2000

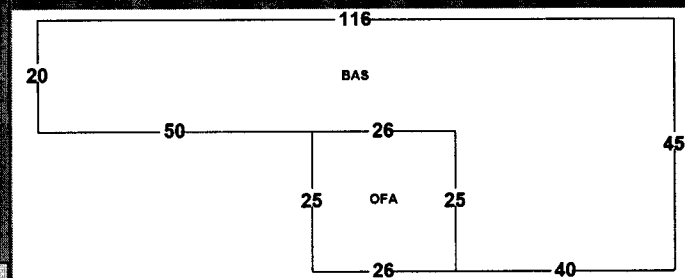
**Structural Elements**



**Areas - 273 Total SF**

Year Built: 2001, Effective Year: 2001

**Structural Elements**



**Areas - 3970 Total SF**



Year Built: 2001, Effective Year: 2001

### Structural Elements

 Areas - 192 Total SF

Year Built: 2001, Effective Year: 2001

### Structural Elements

 Areas - 256 Total SF

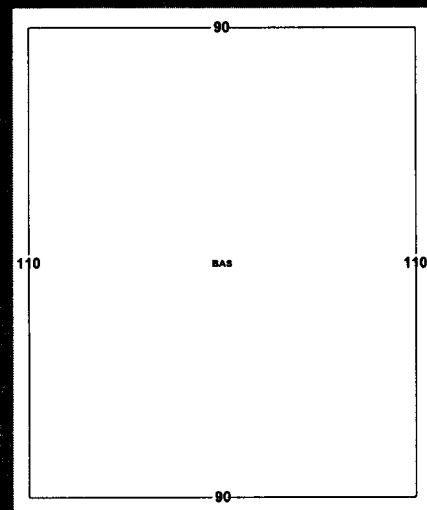
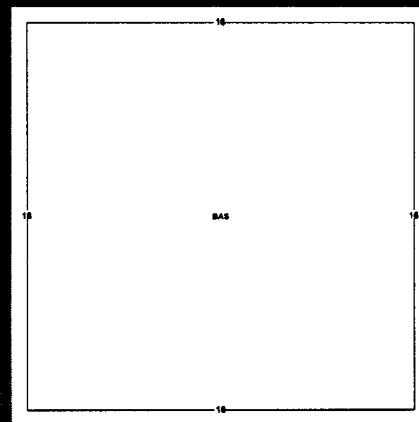
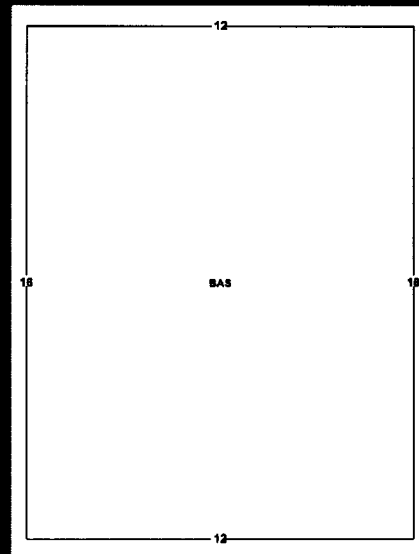
Year Built: 2004, Effective Year: 2004

### Structural Elements

 Areas - 9900 Total SF

Year Built: 2005, Effective Year: 2005

### Structural Elements

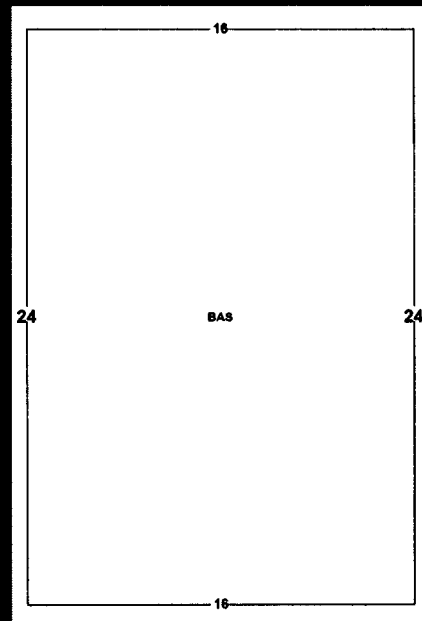




Areas - 384 Total SF

Year Built: 2005, Effective Year: 2005

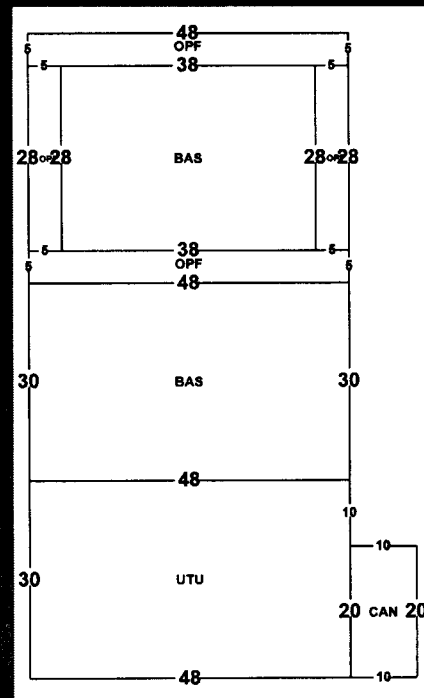
### Structural Elements

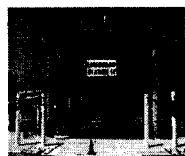
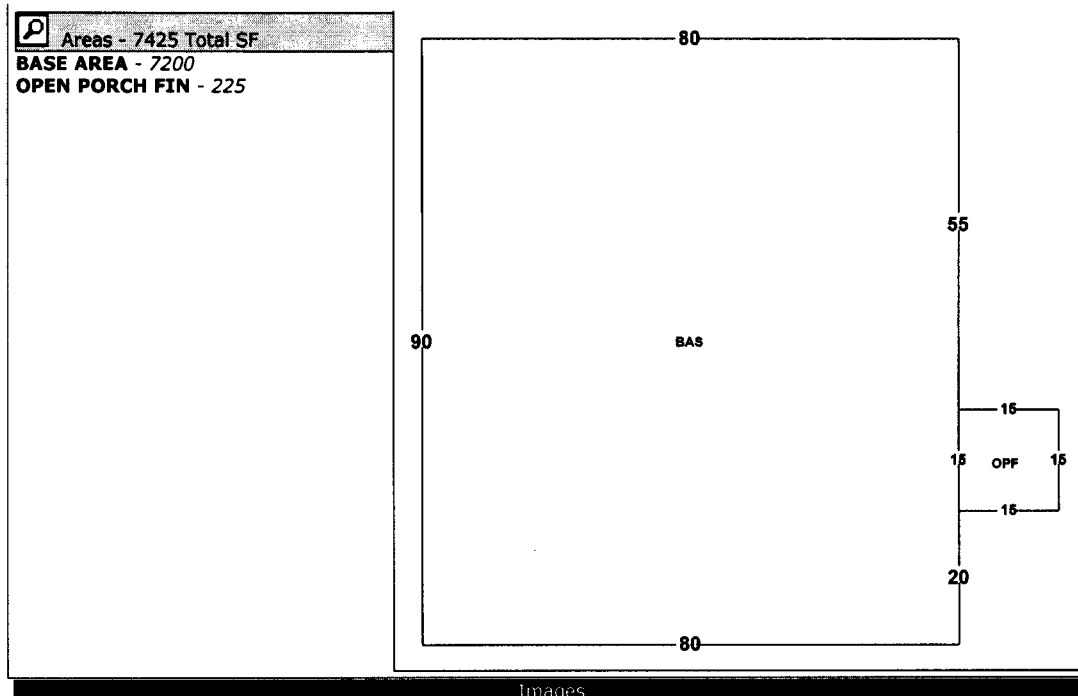


Areas - 4904 Total SF

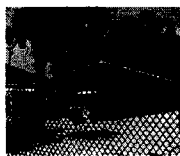
Year Built: 2003, Effective Year: 2003

### Structural Elements





5/31/07



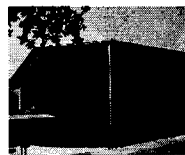
5/31/07



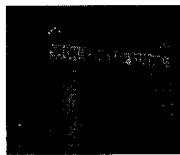
5/31/07



5/31/07



5/31/07



5/31/07



5/31/07



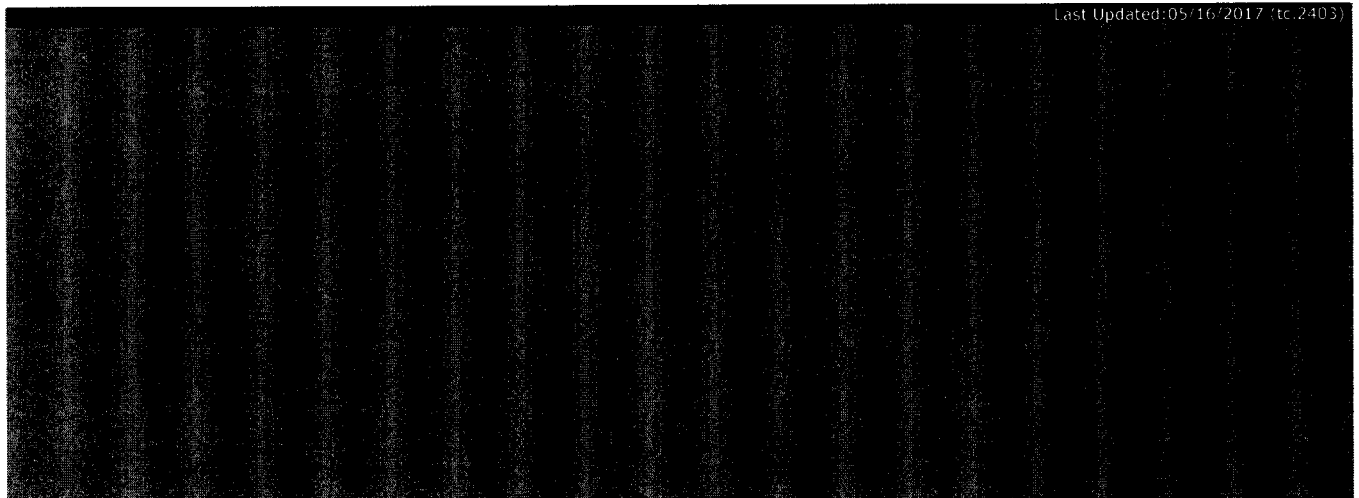
5/31/07



5/31/07

The primary use of the assessment data is for the preparation of the current year tax roll. No responsibility or liability is assumed for inaccuracies or errors.

Last Updated: 05/16/2017 (tc.2403)



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



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

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

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

**PAM CHILDERS, CLERK OF THE CIRCUIT COURT**  
**Tax Certificate Redeemed From Sale**  
**Account: 040867630 Certificate Number: 001776 of 2015**

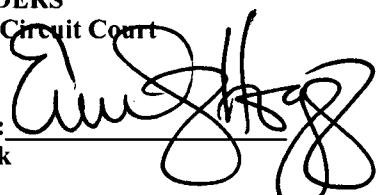
 **Multi Page Legal Description**

**Payor: STARFIELD & SMITH PC 2600 MAITLAND CENTER PARKWAY SUITE 330 MAITLAND  
FL 32751 Date 05/24/2017**

Clerk's Check #	6659801141	Clerk's Total	\$490.50
Tax Collector Check #	1	Tax Collector's Total	\$126,621.47
		Postage	\$60.00
		Researcher Copies	\$40.00
		Total Received	<del>\$127,211.97</del>

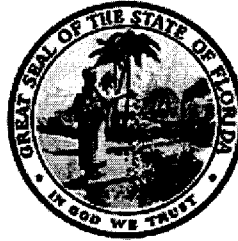
**\$118,046.16**

**PAM CHILDERS**  
Clerk of the Circuit Court

Received By:   
Deputy Clerk

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

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



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

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

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

**Case # 2015 TD 001776**

**Redeemed Date 05/24/2017**

**Name STARFIELD & SMITH PC 2600 MAITLAND CENTER PARKWAY SUITE 330 MAITLAND FL 32751**

Clerk's Total = TAXDEED	\$490.50
Due Tax Collector = TAXDEED	\$125,621.47 <b>\$118,046.16</b>
Postage = TD2	\$60.00
ResearcherCopies = TD6	\$40.00

• For Office Use Only

Date	Docket	Desc	Amount Owed	Amount Due	Payee Name
------	--------	------	-------------	------------	------------

**FINANCIAL SUMMARY**

No Information Available - See Dockets



**PAM CHILDERS**  
**CLERK OF THE CIRCUIT COURT**  
**ESCAMBIA COUNTY, FLORIDA**

**Tax Deed - Redemption Calculator**

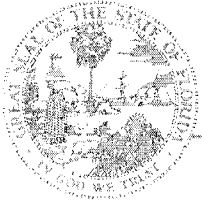
**Account: 040867630 Certificate Number: 001776 of 2015**

**Multi Page Legal Description**

Redemption ☐ Yes ☒ No
 Application Date 
 Interest Rate

	Final Redemption Payment ESTIMATED	Redemption Overpayment ACTUAL
	Auction Date <input type="text" value="10/02/2017"/>	Redemption Date <input type="text" value="05/24/2017"/>
Months	6	1
Tax Collector	<input type="text" value="\$116,160.75"/>	<input type="text" value="\$116,160.75"/>
Tax Collector Interest	\$10,454.47	\$1,742.41
Tax Collector Fee	<input type="text" value="\$6.25"/>	<input type="text" value="\$6.25"/>
Total Tax Collector	\$126,621.47	<input type="text" value="\$117,909.41"/> TC
Clerk Fee	<input type="text" value="\$130.00"/>	<input type="text" value="\$130.00"/>
Sheriff Fee	<input type="text" value="\$120.00"/>	<input type="text" value="\$120.00"/>
Legal Advertisement	<input type="text" value="\$200.00"/>	<input type="text" value="\$200.00"/>
App. Fee Interest	\$40.50	\$6.75
Total Clerk	\$490.50	<input type="text" value="\$456.75"/> CH
Postage	<input type="text" value="\$60.00"/>	<input type="text" value="\$0.00"/>
Researcher Copies	<input type="text" value="\$40.00"/>	<input type="text" value="\$0.00"/>
Total Redemption Amount	\$127,211.97	\$118,366.16
	Repayment Overpayment Refund Amount	\$8,845.81

Notes



# Pam Childers

Clerk of the Circuit Court and Comptroller, Escambia County

Clerk of Courts • County Comptroller • Clerk of the Board of County Commissioners • Recorder •

June 20, 2017

PFS FINANCIAL 1 LLC US BANK  
50 SOUTH 16<sup>TH</sup> ST STE 2050  
PHILADELPHIA PA 19102

Dear Certificate Holder:

The records of this office show that an application for a tax deed had been made on the property represented by the numbered certificate listed below. The property redeemed prior to sale; therefore your application fees are now refundable.

TAX CERT	APP FEES	INTEREST	TOTAL
2015 TD 001548	\$450.00	\$6.75	\$456.75
2015 TD 001877	\$450.00	\$13.50	\$463.50
2015 TD 001776	\$450.00	\$6.75	\$456.75

**TOTAL \$1,377.00**

Very truly yours,

PAM CHILDERS  
Clerk of Circuit Court

By:

  
Emily Hogg  
Tax Deed Division

**Southern Guaranty Title Company**

4400 Bayou Boulevard, Suite 13B  
Pensacola, Florida 32503  
Telephone: 850-478-8121  
Facsimile: 850-476-1437

Redeemed

17-487

**OWNERSHIP AND ENCUMBRANCE REPORT**

File No.: 13718

July 6, 2017

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 07-06-1997, through 07-06-2017, and said search reveals the following:

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

Sam's Fun City, 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: 

July 6, 2017



**OWNERSHIP AND ENCUMBRANCE REPORT  
LEGAL DESCRIPTION**

File No.: 13718

July 6, 2017

391S301105000004 - Full Legal Description

BEG AT INTERSECT OF WLY R/W LI OF SR 95 (US HWY 29 PENSACOLA BLVD 200 FT R/W) AND N LI OF SEC 39 S 24 DEG 13 MIN 45 SEC E ALG WLY R/W LI 39 84/100 FT FOR POB CONT ALG WLY R/W LI S 24 DEG 13 MIN 45 SEC E 256 56/100 FT DEPARTING R/W LI N 86 DEG 38 MIN 15 SEC W TO SLY BOUNDARY LI OF OR 2718 P 771 A DIST OF 74 31/100 FT ALG SLY BOUNDARY LI 56 DEG 10 MIN 56 SEC W 174 70/100 FT DEPARTING SLY BOUNDARY S 33 DEG 49 MIN 4 SEC E 123 25/100 FT S 56 DEG 10 MIN 56 SEC W 76 35/100 FT S 15 DEG 48 MIN 3 SEC E 132 79/100 FT S 56 DEG 25 MIN 40 SEC W 143 92/100 S 33 DEG 34 MIN 20 SEC E 150 55/100 FT S 55 DEG 33 MIN 19 SEC W 283 FT S 34 DEG 26 MIN 41 SEC E 169 18/100 FT S 55 DEG 10 MIN 18 SEC W 192 70/100 FT TO PC NLY ALG CURVE TO LEFT RADIUS 280 FT ARC DIST 342 9/100 FT (DELTA ANG 70 DEG 0 MIN 6 SEC CH DIST 321 21/100 FT CH BRG N 89 DEG 46 MIN 44 SEC W) S 55 DEG 13 MIN 13 SEC W 183 10/100 FT TO ELY R/W LI OF BURLINGTON NORTHERN RR (100 FT R/W) N 17 DEG 55 MIN 20 SEC W ALG ELY R/W LI 679 44/100 FT DEPARTING ELY R/W LI N 39 DEG 2 MIN 16 SEC E 216 52/100 FT TO SLY R/W LI OF ANITA AVE (66 FT R/W) NLY ALG CURVE TO LEFT RADIUS 66 FT ARC DIST 61 35/100 FT (DELTA ANG 53 DEG 15 MIN 47 SEC CH DIST 59 17/100 FT CH BRG N 83 DEG 47 MIN 33 SEC E TO PT N 57 DEG 22 MIN 0 SEC E 733 80/100 FT S 32 DEG 34 MIN 0 SEC E 71 70/100 FT N 55 DEG 22 MIN 45 SEC E 285 2/100 FT TO WLY R/W LI AND POB LESS BEG AT INTERSECT OF WLY R/W LI OF SR 95 (US HWY 29 PENSACOLA BLVD 200 FT R/W) AND N LI OF SEC 39 S 24 DEG 13 MIN 45 SEC E ALG WLY R/W LI 249 88/100 FT TO SELY COR OF PARCEL IN OR 2718 P 771 FOR POB CONT ALG WLY R/W LI S 24 DEG 13 MIN 45 SEC W 46 52/100 FT DEPARTING R/W LI N 86 DEG 38 MIN 15 SEC W TO SLY BOUNDARY LI OF OR 2718 P 771 A DIST OF 74 47/100 FT ALG SLY BOUNDARY LI N 56 DEG 10 MIN 56 SEC E 66 93/100 FT TO POB AND LESS BEG AT INTERSECT OF WLY R/W LI OF SR 95 (US HWY 29 PENSACOLA BLVD 200 FT R/W) AND N LI OF SEC 39 S 24 DEG 13 MIN 45 SEC E ALG WLY R/W LI 249 88/100 FT TO SELY COR OF PARCEL IN OR 2718 P 772 DEPARTING WLY R/W LI S 56 DEG 10 MIN 56 SEC W ALG SLY BOUNDARY LI OF OR 2718 P 771 FOR 241 63/100 FT FOR POB S 33 DEG 49 MIN 4 SEC E 138 FT S 56 DEG 10 MIN 56 SEC W TO PT OF INTERSECT WITH ELY BOUNDARY LI OF OR 2718 P 771 A DIST OF 110 37/100 FT ALG ELY BOUNDARY LI N 33 DEG 49 MIN 4 SEC W TO SLY BOUNDARY LI 136 FT N 56 DEG 10 MIN 56 SEC E ALG SLY BOUNDARY LI 110 37/100 FT TO POB AND LESS BEG AT INTERSECT OF WLY R/W LI OF US HWY 29 (SR 95 PENSACOLA BLVD 200 FT R/W) AND N LI OF SEC 39 S 24 DEG 13 MIN 45 SEC E ALG WLY R/W LI 822 29/100 FT DEPARTING WLY R/W LI S 56 DEG 14 MIN 15 SEC W ALG SLY BOUNDARY LI OF PARCEL IN OR 2137 P 648 TO A PT ON E LI OF SEC 39 S 15 DEG 35 MIN 37 SEC E ALG E LI 8 12/100 FT TO SLY BOUNDARY LI DEPARTING E LI S 55 DEG 23 MIN 43 SEC W ALG SLY BOUNDARY LI 277 26/100 FT N 70 DEG 13 MIN 13 SEC W ALG SLY BOUNDARY LI OF PARCEL IN OR 1954 P 364 FOR 217 90/100 FT FOR POB CONT ALG SLY BOUNDARY LI OF PARCEL IN OR 1954 P 364 N 70 DEG 13 MIN 13 SEC W 9 74/100 FT N 15 DEG 44 MIN 9 SEC W ALG WLY LI OF PARCEL IN OR 1954 P 364 FOR 151 38/100 FT DEPARTING WLY LI N 56 DEG 25 MIN 40 SEC E 48 84/100 FT S 33 DEG 34 MIN 2 SEC E 150 55/100 FT S 55 DEG 33 MIN 19 SEC W 89 40/100 FT TO POB AND LESS BEG AT INTERSECT OF WLY R/W LI OF SR 95 (US HWY 29 PENSACOLA BLVD 200 FT R/W) AND N LI OF SEC 39 S 24 DEG 13 MIN 45 SEC E ALG WLY R/W LI 249 88/100 FT TO OF INTERSECT WITH SLY LI OF PARCEL IN OR 2718 P 771 DEPARTING WLY R/W LI S 56 DEG 10 MIN 56 SEC W ALG SLY BOUNDARY LI 352 FT S 33 DEG 49 MIN 4 SEC E ALG ELY LI 155 5/100 FT S 55 DEG 20 MIN 27 SEC W ALG SLY LI 170 27/100 FT TO PT ON NLY COR OF PARCEL IN OR 3887 P 419 DEPARTING SLY LI S 15 DEG 44 MIN 41 SEC E ALG ELY LI 210 FT DEPARTINT ELY LI S 55 DEG 10 MIN 17 SEC W 271 89/100 FT S 34 DEG 49 MIN 43 SEC E 211 51/100 FT S 55 DEG 10 MIN 17 SEC W 122 6/100 FT S 54 DEG 48 MIN 41 SEC E 507 20/100 FT FOR POB N 71 DEG 50 MIN 59 SEC E 227 95/100 FT TO PT ON CURVED WLY R/W LI OF W ST (90 FT R/W) SWLY ALG R/W OF ARC OF CURVE CONCAVE SELY RADIUS 931 47/100 FT (DELTA ANG 17 DEG 29 MIN 21 SEC CH BRG S 28 DEG 28 MIN 6 SEC W CH DIST 283 22/100 FT) ARC DIST 284 32/100 FT DEPARTING R/W LI NWLY ALG ARC OF CURVE CONCAVE SWLY RADIUS 25 FT (DELTA ANG 74 DEG 30 MIN 7 SEC CH BRG N 17 DEG 30 MIN 7 SEC W CH DIST 30 27/100 FT) ARC DIST 32 51/100 FT TO PT N 54 DEG 46 MIN 41 SEC W 204 69/100 FT N 71 DEG 50 MIN 59 SEC E 99 69/100 FT TO POB OR 4507 P 1538 OR 4594 P 174 LESS OR 4594 P 124 MOTION PICTURES LESS OR 5049 P 1521 RAVE MOTION PICTURES PENSACOLA LLC AND BEG AT INTER OF N LI OF SEC & WLY R/W LI OF SR #95 S 22 DEG 3 MIN 0 SEC E ALG R/W 250 FT S 58 DEG 21 MIN 41 SEC W 352 FT S 31 DEG 38 MIN 19 SEC E 155 05/100 FT S 13 DEG 33 MIN 19 SEC E 33 07/100 FT S 57 DEG 31 MIN 11 SEC W 1034 97/100 FT TO ELY R/W LI OF RR N 15 DEG 44 MIN 1 SEC ALG R/W 442 56/100 FT N 39 DEG 2 MIN 16 SEC E 216 52/100 FT TO SLY R/W LI OF ANITA AVE ELY ALG R/W & ARC OF CURVE CONCAVE TO N RADIUS 66 FT (DELTA ANG 53 DEG 47 MIN 54 SEC CH BRG N 84 DEG 15 MIN 57 SEC E CH DIST 59 72/100 FT) ARC DIST 61 97/100 FT TO PT OF CURVE N 57 DEG 22 MIN 0 SEC E ALG SLY R/W LI 733 80/100 FT S 32 DEG 34 MIN 0 SEC E 71 70/100 FT TO N LI OF SEC & WLY R/W OF SR #95 (PENSACOLA BLVD 200 FT R/W) S 22 DEG 3 MIN 0 SEC E ALG R/W 694 26/100 FT S 58 DEG 36 MIN 49 SEC W 221 56/100 FT S 31 DEG 23 MIN 30 SEC E 136 48/100 FT S 57 DEG 33 MIN 36 SEC W 166 78/100 FT N 68 DEG 2 MIN 19 SEC W 228 2/100 FT N 13 DEG 35 MIN 29 SEC W 150 44/100 FT FOR POB CONT N 13 DEG 35 MIN 29 SEC W 96 17/100 FT N 57 DEG 24 MIN 59 SEC E 194 61/100 FT S 13 DEG 37 MIN 18 SEC E 100 40/100 FT S 58 DEG 36 MIN 25 SEC W 193 32/100 FT TO POB OR 4568 P 1727 OR 4594 P 174

**OWNERSHIP AND ENCUMBRANCE REPORT  
CONTINUATION PAGE**

File No.: 13718

July 6, 2017

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

1. That certain mortgage executed by Sam's Fun City, Inc. in favor of Berkshire Bank dated 04/27/2017 and recorded 04/28/2017 in Official Records Book 7703, page 845 of the public records of Escambia County, Florida, in the original amount of \$2,600,000.00. Assignment of Rents and Leases recorded in O.R. Book 7703, page 870. UCC Financing Statement recorded in O.R. Book 7703, page 882.
2. That certain mortgage executed by Sam's Fun City, Inc. in favor of Coastal Bank & Trust dated 04/27/2017 and recorded 05/01/2017 in Official Records Book 7703, page 1911 of the public records of Escambia County, Florida, in the original amount of \$150,000.00.
3. All taxes paid 06/01/2017. The assessed value is \$2,301,843.00. Tax ID 04-0867-630.

**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: rcsgt@aol.com

Scott Lunsford  
Escambia County Tax Collector  
P.O. Box 1312  
Pensacola, FL 32591

CERTIFICATION: TITLE SEARCH FOR TDA

TAX DEED SALE DATE: 10-2-2017

TAX ACCOUNT NO.: 04-0867-630

CERTIFICATE NO.: 2015-1776

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

      X   Notify Escambia County, 190 Governmental Center, 32502

      X   Homestead for        tax year.

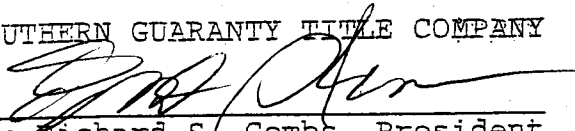
Sam's Fun City, Inc.  
6709 Pensacoal Blvd.  
Pensacola, FL 32505

Berkshire Bank  
66 West St.  
Pittsfield, MA 01201

Coastal Bank and Trust  
125 W. Romana St.  
Pensacola, FL 32502

Certified and delivered to Escambia County Tax Collector,  
this 7th day of July, 2017.

SOUTHERN GUARANTY TITLE COMPANY

  
by: Richard S. Combs, President

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

Prepared by and return to:  
Victor A. Diaz, Esquire  
Starfield & Smith, P.C.  
2600 Maitland Center Pkwy., Suite 330  
Maitland, FL 32751  
Matter No: 2885-0043

Parcel ID #391S301105000004

## **MORTGAGE**

### **OPEN-END MORTGAGE, SECURITY AGREEMENT AND FIXTURE FILING**

**THIS IS AN OPEN END MORTGAGE AND SECURES FUTURE ADVANCES UP TO A MAXIMUM  
INDEBTEDNESS OF \$2,600,000.00 PURSUANT TO FLA. STAT. § 697.04**

**NOTICE: THIS DOCUMENT SECURES A VARIABLE INTEREST RATE NOTE AND CONTAINS  
PROVISIONS FOR INCREASES UNDER CERTAIN CIRCUMSTANCES IN THE PRINCIPAL  
BALANCE OF THE INDEBTEDNESS SECURED HEREBY**

THIS MORTGAGE is made on April 27, 2017 by and between **SAM'S FUN CITY, INC., a  
Florida corporation**, with an address of 6709 Pensacola Boulevard, Pensacola, FL 32505 (the "**Mortgagor**"), and  
**Berkshire Bank**, with an address of 66 West Street, Pittsfield, MA 01201 (the "**Mortgagee**").

### **RECITALS**

Mortgagee, has agreed, pursuant to a Loan Agreement of even date herewith (the "**Loan Agreement**"), and  
subject to the terms set forth therein, to make a loan to Mortgagor in an aggregate amount of Two Million Six  
Hundred Thousand Dollars and No Cents (\$2,600,000.00) (the "**Loan**"), the Loan Agreement constituting the  
consideration for this Mortgage.

Mortgagor has duly executed its promissory note of even date herewith (the "**Note**") to evidence the terms  
of repayment of the Loan with interest at the rate or rates established from time to time in accordance with the terms  
set forth therein, which Note has been delivered by Mortgagor to the Mortgagee (the Mortgagee and any assignee or  
other lawful owner of the Note being hereinafter sometimes called "**Mortgagee**").

All things necessary to make the Note the valid, binding and legal obligation of Mortgagor, and to make  
this Mortgage a valid, binding and legal instrument for the security of the Note in accordance with its terms, have  
been duly performed, and the execution and delivery of the Note and this Mortgage by Mortgagor have been in all  
respects duly authorized.

It has been agreed that the repayment of the Loan with interest, according to the terms of the Note and any  
alterations, modifications, substitutions, extensions or renewals thereof, as well as the performance of the other  
covenants, terms and conditions herein, should be secured by the execution of this Mortgage, which also shall secure  
payment by Mortgagor of all costs and expenses incurred in respect to the Loan, including reasonable attorney's fees  
as is hereinafter provided.

The entire unpaid balance of principal and interest, if not sooner paid, shall be due and payable Twenty-  
Five (25) years and Four (4) months from the date hereof (the "**Maturity Date**"). Notwithstanding any other

provision of this Mortgage, in no event shall this Mortgage secure more than Two Million Six Hundred Thousand Dollars and No Cents (\$2,600,000.00), plus interest; provided, however, in no event shall Mortgagee have any obligation whatsoever to advance an amount in excess of the principal amount of the Note.

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 Mortgagee, or otherwise, as are made prior to the Maturity Date, 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 Loan, plus interest thereon, and any disbursements made for the payment of taxes, levies or insurance, together with interest on such disbursements. Any such future advances, whether obligatory or to be made at the option of the Mortgagee, or otherwise, may be made either prior to or after the due date of the Note or any other debts, obligations and liabilities secured by this Mortgage. This Mortgage is given for the specific purpose of securing any and all indebtedness of Mortgagor to Mortgagee (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 Mortgagee to Mortgagor under this future advance clause.

NOW, THEREFORE, WITNESSETH: in consideration of the premises and of other good and valuable considerations, the receipt of which is hereby acknowledged, Mortgagor mortgages, grants, assigns, conveys and transfers unto the Mortgagee, its successor or successors and assigns, in fee simple, WITH MORTGAGE COVENANTS, all that land situate in Escambia County, Florida, being commonly known as 6709 Pensacola Boulevard, Pensacola, FL; Parcel ID #391S301105000004 and more particularly described in Exhibit A attached hereto and made a part hereof (the "Land") and the buildings, structures, fixtures, additions, enlargements, extensions, modifications, repair, replacements and improvements now or hereafter located thereon (hereinafter sometimes called the "Improvements").

TOGETHER with all the walks, fences, shrubbery, driveways, fixtures, equipment, machinery, apparatus, fittings, building materials and other articles of personal property of every kind and nature whatsoever, now or hereafter ordered for eventual delivery to the Land (whether or not delivered thereto), and all such as are now or hereafter located in or upon any interest or estate in the Land or any part thereof and used or usable in connection with any present or future operation of the Land now owned or hereafter acquired by Mortgagor, including, without limiting the generality of the foregoing, all heating, lighting, laundry, clothes washing, clothes drying, incinerating and power equipment, engines, pipes, tanks, motors, conduits, switchboards, plumbing, lifting, cleaning, fire-prevention, fire-extinguishing, refrigerating, ventilating, and communications apparatus, television sets, radio systems, recording systems, computer equipment, air-cooling and air-conditioning apparatus, elevators, escalators, shades, awnings, draperies, curtains, fans, furniture, furnishings, carpeting, linoleum and other floor coverings, screens, storm doors and windows, stoves, gas and electric ranges, refrigerators, garbage disposals, sump pumps, dishwashers, washers, dryers, attached cabinets, partitions, ducts and compressors, landscaping, swimming pools, lawn and garden equipment, security systems and including all equipment installed or to be installed or used or usable in the operation of the building or buildings or appurtenant facilities erected or to be erected in or upon the Land; it being understood that all of the aforesaid shall be deemed to be fixtures and part of the Land, but whether or not of the nature of fixtures they shall be deemed and shall constitute part of the security for the Obligations herein mentioned and shall be covered by this Mortgage excluding, however, only personal property owned by any tenant actually occupying all or part of the premises. Disposition of any of the aforesaid or of any interest therein is prohibited; however, if any disposition is made in violation hereof, the Mortgagee shall have a security interest in the proceeds therefrom to the fullest extent permitted by the laws of Florida; and

TOGETHER with all and singular the rights, alleys, ways, waters, easements, tenements, privileges, advantages, accessions, hereditaments and appurtenances belonging or in any way appertaining to the Land and other property described herein, and the reversions and remainders, earnings, revenues, rents, issues and profits thereof and including any right, title, interest or estate hereafter acquired by Mortgagor in the Land and other property described herein; and

Mortgagor's obligations under this Agreement shall arise upon the discovery of the presence of any Substance, whether or not the Environmental Protection Agency, any other federal agency or any state or local environmental agency has taken or threatened any action in connection with the presence of any Substances.

7. **U.S. SMALL BUSINESS ADMINISTRATION PROVISION:**

The Loan secured by this lien was made under a United States Small Business Administration (SBA) nationwide program which uses tax dollars to assist small business owners. If the United States is seeking to enforce this document, then under SBA regulations:

- a) When SBA is the holder of the Note, this document and all documents evidencing or securing this Loan will be construed in accordance with federal law.
- b) Lender or SBA may use local or state procedures for purposes such as filing papers, recording documents, giving notice, foreclosing liens, and other purposes. By using these procedures, SBA does not waive any federal immunity from local or state control, penalty, tax or liability. No Borrower or Guarantor may claim or assert against SBA any local or state law to deny any obligation of Borrower, or defeat any claim of SBA with respect to this Loan.

Any clause in this document requiring arbitration is not enforceable when SBA is the holder of the Note secured by this instrument.

IN WITNESS WHEREOF, Mortgagor has caused this Mortgage to be duly executed on its behalf and its seal to be hereunto affixed as of the date first above written.

SAM'S FUN CITY, INC., a Florida corporation

By: 

Richard D. Sanfilippo, President

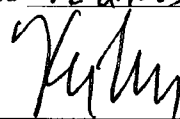
STATE OF FLORIDA                     )  
  ) ss.:  
COUNTY OF Escambia             )

The foregoing instrument was acknowledged before me this 27<sup>th</sup> day of April, 2017 by Richard D. Sanfilippo, as President of SAM'S FUN CITY, INC., a Florida corporation, on behalf of the corporation, who is personally known to me or ✓ who has produced FL drivers license as identification (check one).

(Notarial Seal)



KRAMER A. LITVAK  
MY COMMISSION # FF 184288  
EXPIRES: March 27, 2019  
Bonded Thru Budget Notary Services

  
Notary Public, State of Florida

(Name hand printed, typed or rubber stamped)

**EXHIBIT A****PROPERTY DESCRIPTION**

BEGIN AT THE INTERSECTION OF THE WESTERLY RIGHT OF WAY LINE OF STATE ROAD NO. 95 (U.S. HIGHWAY 29 - A.K.A. PENSACOLA BOULEVARD - 200' RIGHT OF WAY) AND THE NORTHLINE OF SECTION 39, TOWNSHIP 1 SOUTH, RANGE 30 WEST, ESCAMBIA COUNTY, FLORIDA, AS PER DECREE OF THE CIRCUIT COURT OF ESCAMBIA COUNTY, FLORIDA, FILED IN LIEN BOOK 7 AT PAGES 639-642 OF THE PUBLIC RECORDS OF ESCAMBIA COUNTY, FLORIDA, THENCE GO SOUTH 24 DEGREES 13 MINUTES 45 SECONDS EAST ALONG THE AFORESAID WESTERLY RIGHT OF WAY LINE A DISTANCE OF 295.52 FEET, THENCE DEPARTING THE AFORESAID WESTERLY RIGHT OF WAY GO NORTH 86 DEGREES 38 MINUTES 15 SECONDS WEST A DISTANCE OF 74.47 FEET TO THE SOUTHERLY BOUNDARY LINE OF A PARCEL OF LAND AS DESCRIBED IN OFFICIAL RECORDS BOOK 2718 AT PAGE 771 OF THE PUBLIC RECORDS OF ESCAMBIA COUNTY, FLORIDA, THENCE GO SOUTH 56 DEGREES 10 MINUTES 56 SECONDS WEST ALONG THE AFORESAID SOUTHERLY BOUNDARY LINE A DISTANCE OF 174.70 FEET, THENCE DEPARTING SAID SOUTHERLY BOUNDARY LINE GO SOUTH 33 DEGREES 49 MINUTES 04 SECONDS EAST A DISTANCE OF 123.25 FEET, THENCE GO SOUTH 56 DEGREES 10 MINUTES 56 SECONDS WEST A DISTANCE OF 75.28 FEET, THENCE GO SOUTH 15 DEGREES 44 MINUTES 04 SECONDS EAST A DISTANCE OF 133.35 FEET, THENCE GO SOUTH 56 DEGREES 25 MINUTES 40 SECONDS WEST A DISTANCE OF 144.43 FEET, THENCE GO SOUTH 33 DEGREES 34 MINUTES 20 SECONDS EAST A DISTANCE OF 150.55 FEET, THENCE GO SOUTH 55 DEGREES 33 MINUTES 19 SECONDS WEST A DISTANCE OF 283.82 FEET, THENCE GO SOUTH 34 DEGREES 26 MINUTES 41 SECONDS EAST A DISTANCE OF 169.18 FEET, THENCE GO SOUTH 55 DEGREES 10 MINUTES 18 SECONDS WEST A DISTANCE OF 192.70 FEET TO A POINT ON A CURVE, THENCE GO SOUTHWESTERLY ALONG THE ARC OF A CURVE CONCAVE SOUTHERLY HAVING A RADIUS OF 280.00 FEET (DELTA = 70 DEGREES 00 MINUTES 06 SECONDS, CHORD BEARING = NORTH 89 DEGREES 46 MINUTES 44 SECONDS WEST, CHORD DISTANCE = 321.21 FEET) FOR AN ARC DISTANCE OF 342.09 FEET TO THE POINT OF TANGENCY, THENCE GO SOUTH 55 DEGREES 13 MINUTES 13 SECONDS WEST A DISTANCE OF 183.10 FEET TO THE EASTERLY RIGHT OF WAY LINE OF THE ALABAMA AND GULF COAST RAILROAD (FORMERLY KNOWN AS BURLINGTON NORTHERN RAILROAD - 100' RIGHT OF WAY), THENCE GO NORTH 17 DEGREES 55 MINUTES 20 SECONDS WEST ALONG THE AFORESAID EASTERLY RIGHT OF WAY LINE A DISTANCE OF 680.48 FEET, THENCE DEPARTING THE AFORESAID EASTERLY RIGHT OF WAY LINE GO NORTH 36 DEGREES 51 MINUTES 31 SECONDS EAST A DISTANCE OF 216.62 FEET TO THE CURVED SOUTHERLY RIGHT OF WAY LINE OF ANITA AVENUE (66' RIGHT OF WAY), THENCE GO NORTHEASTERLY ALONG THE AFORESAID CURVED SOUTHERLY RIGHT OF WAY LINE ALONG THE ARC OF A CURVE CONCAVE NORTHERLY HAVING A RADIUS OF 66.00 FEET (DELTA = 53 DEGREES 47 MINUTES 55 SECONDS, CHORD BEARING - NORTH 82 DEGREES 05 MINUTES 12 SECONDS EAST, CHORD DISTANCE = 59.72 FEET) FOR AN ARC DISTANCE OF 61.97 FEET TO THE POINT OF TANGENCY, THENCE GO NORTH 55 DEGREES 11 MINUTES 15 SECONDS EAST ALONG THE AFORESAID SOUTHERLY RIGHT OF WAY LINE A DISTANCE OF 733.80 FEET, THENCE DEPARTING SAID SOUTHERLY RIGHT OF WAY LINE AND FOLLOWING THE BOUNDARY OF THE AFOREMENTIONED PARCEL OF LAND AS DESCRIBED IN OFFICIAL RECORDS BOOK 2718 AT PAGE 771 FOR THE FOLLOWING TWO COURSES, GO SOUTH 34 DEGREES 44 MINUTES 45 SECONDS EAST A DISTANCE OF 71.70 FEET, THENCE GO NORTH 55 DEGREES 21 MINUTES 20 SECONDS EAST A DISTANCE OF 289.54 FEET TO THE POINT OF BEGINNING. THE ABOVE DESCRIBED PARCEL OF LAND IS SITUATED IN SECTIONS 38 AND 39, TOWNSHIP 1 SOUTH, RANGE 30 WEST, ESCAMBIA COUNTY, FLORIDA.

LESS & EXCEPT

(RAVE PARCEL)

COMMENCE AT THE INTERSECTION OF THE WESTERLY RIGHT OF WAY LINE OF U.S. HIGHWAY 29 (STATE ROAD NUMBER 95, ALSO KNOWN AS PENSACOLA BOULEVARD, 200' RIGHT OF WAY) AND

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THE NORTH LINE OF SECTION 39, TOWNSHIP 1 SOUTH, RANGE 30 WEST, ESCAMBIA COUNTY, FLORIDA, (PER DECREE OF THE CIRCUIT COURT OF ESCAMBIA COUNTY, FLORIDA), THENCE GO SOUTH 24 DEGREES 13 MINUTES 45 SECONDS EAST ALONG THE AFORESAID WESTERLY RIGHT OF WAY LINE A DISTANCE OF 1086.89 FEET TO THE MOST NORTHERLY CORNER OF A PARCEL OF LAND AS DESCRIBED IN OFFICIAL RECORDS BOOK 4000 AT PAGE 640 OF THE PUBLIC RECORDS OF ESCAMBIA COUNTY, FLORIDA, THENCE DEPARTING THE AFORESAID WESTERLY RIGHT OF WAY LINE, GO SOUTH 55 DEGREES 23 MINUTES 43 SECONDS WEST ALONG THE NORTHERLY BOUNDARY LINE OF SAID PARCEL OF LAND AND A PROJECTION THEREOF A DISTANCE OF 275.83 FEET, THENCE GO SOUTH 24 DEGREES 13 MINUTES 45 SECONDS EAST A DISTANCE OF 253.37 FEET TO THE CURVED WESTERLY RIGHT OF WAY LINE OF W STREET (90' RIGHT OF WAY), THENCE GO SOUTHWESTERLY ALONG SAID CURVED WESTERLY RIGHT OF WAY LINE ALONG THE ARC OF A CURVE CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 931.47 FEET (DELTA = 25 DEGREES 06 MINUTES 29 SECONDS, CHORD BEARING = SOUTH 32 DEGREES 16 MINUTES 48 SECONDS WEST, CHORD DISTANCE = 404.93 FEET) FOR AN ARC DISTANCE OF 408.19 FEET TO A POINT OF CUSP, THENCE DEPARTING THE AFORESAID CURVED WESTERLY RIGHT OF WAY LINE GO NORTHWESTERLY ALONG THE ARC OF A CURVE CONCAVE WESTERLY HAVING A RADIUS OF 25.00 FEET (DELTA = 74 DEGREES 30 MINUTES 55 SECONDS, CHORD BEARING = NORTH 17 DEGREES 31 MINUTES 33 SECONDS WEST, CHORD DISTANCE = 30.27 FEET) FOR AN ARC DISTANCE OF 32.51 FEET TO THE POINT OF TANGENCY, THENCE GO NORTH 54 DEGREES 46 MINUTES 41 SECONDS WEST A DISTANCE OF 204.81 FEET TO THE POINT OF BEGINNING, THENCE GO NORTH 71 DEGREES 51 MINUTES 48 SECONDS WEST A DISTANCE OF 685.24 FEET TO THE EASTERLY RIGHT OF WAY LINE OF THE ALABAMA AND GULF COAST RAILROAD (100' RIGHT OF WAY), THENCE GO NORTH 17 DEGREES 55 MINUTES 20 SECONDS WEST ALONG SAID EASTERLY RIGHT OF WAY LINE A DISTANCE OF 456.03 FEET, THENCE DEPARTING SAID EASTERLY RIGHT OF WAY LINE GO NORTH 55 DEGREES 13 MINUTES 13 SECONDS EAST A DISTANCE OF 338.08 FEET, THENCE GO NORTH 07 DEGREES 52 MINUTES 06 SECONDS WEST A DISTANCE OF 91.64 FEET, THENCE GO NORTH 55 DEGREES 33 MINUTES 19 SECONDS EAST A DISTANCE OF 546.09 FEET, THENCE GO SOUTH 33 DEGREES 34 MINUTES 02 SECONDS EAST A DISTANCE OF 216.17 FEET, THENCE GO SOUTH 55 DEGREES 33 MINUTES 19 SECONDS WEST A DISTANCE OF 281.87 FEET, THENCE GO SOUTH 34 DEGREES 26 MINUTES 41 SECONDS EAST A DISTANCE OF 48.13 FEET, THENCE GO SOUTH 55 DEGREES 10 MINUTES 18 SECONDS WEST A DISTANCE OF 70.64 FEET, THENCE GO SOUTH 29 DEGREES 10 MINUTES 44 SECONDS EAST A DISTANCE OF 450.71 FEET TO THE POINT OF BEGINNING. THE ABOVE DESCRIBED PARCEL OF LAND IS SITUATED IN SECTION 39, TOWNSHIP 1 SOUTH, RANGE 30 WEST, ESCAMBIA COUNTY, FLORIDA.

LESS & EXCEPT:

(RAVE EXPANSION PARCEL)

COMMENCE AT THE INTERSECTION OF THE WESTERLY RIGHT OF WAY LINE OF U.S. HIGHWAY 29 (STATE ROAD NUMBER 95, ALSO KNOWN AS PENSACOLA BOULEVARD, 200' RIGHT OF WAY) AND THE NORTH LINE OF SECTION 39, TOWNSHIP 1 SOUTH, RANGE 30 WEST, ESCAMBIA COUNTY, FLORIDA, (PER DECREE OF THE CIRCUIT COURT OF ESCAMBIA COUNTY, FLORIDA), THENCE GO SOUTH 24 DEGREES 13 MINUTES 45 SECONDS EAST ALONG THE AFORESAID WESTERLY RIGHT OF WAY LINE A DISTANCE OF 1085.86 FEET TO THE MOST NORTHERLY CORNER OF A PARCEL OF LAND AS DESCRIBED IN OFFICIAL RECORDS BOOK 4000 AT PAGE 640 OF THE PUBLIC RECORDS OF ESCAMBIA COUNTY, FLORIDA, THENCE DEPARTING THE AFORESAID WESTERLY RIGHT OF WAY LINE, GO SOUTH 55 DEGREES 23 MINUTES 43 SECONDS WEST ALONG THE NORTHERLY BOUNDARY LINE OF SAID PARCEL OF LAND AND A PROJECTION THEREOF A DISTANCE OF 275.83 FEET, THENCE GO SOUTH 24 DEGREES 13 MINUTES 45 SECONDS EAST A DISTANCE OF 253.37 FEET TO THE CURVED WESTERLY RIGHT OF WAY LINE OF W STREET (90' RIGHT OF WAY), THENCE GO SOUTHWESTERLY ALONG SAID CURVED WESTERLY RIGHT OF WAY LINE ALONG THE ARC OF A CURVE CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 931.47 FEET (DELTA = 25 DEGREES 06 MINUTES 29 SECONDS, CHORD BEARING = SOUTH 32 DEGREES 16 MINUTES 48 SECONDS WEST, CHORD DISTANCE = 404.93 FEET) FOR AN ARC DISTANCE OF 408.19 FEET TO A POINT OF CUSP,

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THENCE DEPARTING THE AFORESAID CURVED WESTERLY RIGHT OF WAY LINE GO NORTHWESTERLY ALONG THE ARC OF A CURVE CONCAVE WESTERLY HAVING A RADIUS OF 25.00 FEET (DELTA = 74 DEGREES 30 MINUTES 55 SECONDS, CHORD BEARING = NORTH 17 DEGREES 31 MINUTES 33 SECONDS WEST, CHORD DISTANCE = 30.27 FEET) FOR AN ARC DISTANCE OF 32.51 FEET TO THE POINT OF TANGENCY, THENCE GO NORTH 54 DEGREES 46 MINUTES 41 SECONDS WEST A DISTANCE OF 204.81 FEET, THENCE GO NORTH 71 DEGREES 51 MINUTES 48 SECONDS WEST A DISTANCE OF 685.24 FEET TO THE EASTERLY RIGHT OF WAY LINE OF THE ALABAMA AND GULF COAST RAILROAD (100' RIGHT OF WAY), THENCE GO NORTH 17 DEGREES 55 MINUTES 20 SECONDS WEST ALONG SAID EASTERLY RIGHT OF WAY LINE A DISTANCE OF 456.03 FEET TO THE POINT OF BEGINNING, THENCE CONTINUE NORTH 17 DEGREES 55 MINUTES 20 SECONDS WEST ALONG THE AFORESAID EASTERLY RIGHT OF WAY LINE A DISTANCE OF 208.98 FEET, THENCE DEPARTING SAID EASTERLY RIGHT-OF-WAY LINE GO NORTH 55 DEGREES 13 MINUTES 13 SECONDS EAST A DISTANCE OF 446.33 FEET, THENCE GO SOUTH 07 DEGREES 52 MINUTES 06 SECONDS EAST A DISTANCE OF 133.09 FEET, THENCE GO SOUTH 55 DEGREES 33 MINUTES 19 SECONDS WEST A DISTANCE OF 67.09 FEET, THENCE GO SOUTH 07 DEGREES 52 MINUTES 06 SECONDS EAST A DISTANCE OF 91.64 FEET, THENCE GO SOUTH 55 DEGREES 13 MINUTES 13 SECONDS WEST A DISTANCE OF 338.08 FEET TO THE POINT OF BEGINNING. THE ABOVE DESCRIBED PARCEL OF LAND IS SITUATED IN SECTION 39, TOWNSHIP 1 SOUTH, RANGE 30 WEST, ESCAMBIA COUNTY, FLORIDA.

## LESS &amp; EXCEPT

## (PARCEL A)

COMMENCE AT THE INTERSECTION OF THE WESTERLY RIGHT OF WAY LINE OF STATE ROAD NUMBER 95 (U.S. HIGHWAY 29 - A.K.A. PENSACOLA BOULEVARD - 200' RIGHT OF WAY) AND THE NORTH LINE OF SECTION 39, TOWNSHIP 1 SOUTH, RANGE 30 WEST, AS PER DECREE OF THE CIRCUIT COURT OF ESCAMBIA COUNTY, FLORIDA FILED IN JUDGMENT LIEN BOOK 7 AT PAGE 639-642 OF THE PUBLIC RECORDS OF ESCAMBIA COUNTY, FLORIDA, THENCE GO SOUTH 24 DEGREES 13 MINUTES 45 SECONDS EAST ALONG THE AFORESAID WESTERLY RIGHT OF WAY LINE A DISTANCE OF 249.88 FEET TO THE MOST SOUTHEASTERLY CORNER OF A PARCEL OF LAND AS DESCRIBED IN OFFICIAL RECORDS BOOK 2718 AT PAGE 771 OF THE PUBLIC RECORDS OF ESCAMBIA COUNTY, FLORIDA AND THE POINT OF BEGINNING, THENCE CONTINUE ALONG SAID WESTERLY RIGHT OF WAY LINE SOUTH 24 DEGREES 13 MINUTES 45 SECONDS EAST A DISTANCE OF 45.64 FEET, THENCE DEPARTING SAID RIGHT OF WAY LINE GO NORTH 86 DEGREES 38 MINUTES 15 SECONDS WEST TO THE SOUTHERLY BOUNDARY LINE OF THE AFORESAID OFFICIAL RECORD BOOK 2718, PAGE 771 A DISTANCE OF 74.47 FEET, THENCE GO ALONG SAID SOUTHERLY BOUNDARY LINE NORTH 56 DEGREES 10 MINUTES 56 SECONDS EAST A DISTANCE OF 66.93 FEET TO THE POINT OF BEGINNING. THE ABOVE DESCRIBED PARCEL OF LAND IS SITUATED IN SECTIONS 38 AND 39, TOWNSHIP 1 SOUTH, RANGE 30 WEST, ESCAMBIA COUNTY, FLORIDA.

## LESS &amp; EXCEPT

## (PARCEL C)

COMMENCE AT THE INTERSECTION OF THE WESTERLY RIGHT OF WAY LINE OF STATE ROAD NUMBER 95 (U.S. HIGHWAY 29 - A.K.A. PENSACOLA BOULEVARD - 200' RIGHT OF WAY) AND THE NORTH LINE OF SECTION 39, TOWNSHIP 1 SOUTH, RANGE 30 WEST AS PER DECREE OF THE CIRCUIT COURT OF ESCAMBIA COUNTY, FLORIDA FILED IN JUDGMENT LIEN BOOK 7 AT PAGES 639-642 OF THE PUBLIC RECORDS OF ESCAMBIA COUNTY, FLORIDA, THENCE GO SOUTH 24 DEGREES 13 MINUTES 45 SECONDS EAST ALONG THE AFORESAID WESTERLY RIGHT OF WAY LINE A DISTANCE OF 249.88 FEET TO THE MOST SOUTHEASTERLY CORNER OF A PARCEL OF LAND AS DESCRIBED IN OFFICIAL RECORDS BOOK 2718 AT PAGE 771 OF THE PUBLIC RECORDS OF ESCAMBIA COUNTY, FLORIDA, THENCE DEPARTING THE AFORESAID WESTERLY RIGHT OF WAY LINE GO SOUTH 56 DEGREES 10 MINUTES 56 SECONDS WEST ALONG THE SOUTHERLY BOUNDARY LINE OF THE AFORESAID OFFICIAL RECORD BOOK 2718, PAGE 771 A DISTANCE OF 241.63 FEET TO

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THE POINT OF BEGINNING, THENCE DEPARTING THE AFORESAID SOUTHERLY BOUNDARY LINE GO SOUTH 33 DEGREES 49 MINUTES 04 SECONDS EAST A DISTANCE OF 123.25 FEET TO THE SOUTHERLY BOUNDARY LINE OF A PARCEL OF LAND AS DESCRIBED IN OFFICIAL RECORDS BOOK 4087 AT PAGE 233, THENCE GO ALONG THE SAID SOUTHERLY BOUNDARY LINE OF OFFICIAL RECORD BOOK 4087, PAGE 233 SOUTH 56 DEGREES 10 MINUTES 55 SECONDS WEST A DISTANCE OF 75.28 FEET, THENCE DEPARTING THE SAID SOUTHERLY BOUNDARY LINE SOUTH 15 DEGREES 44 MINUTES 04 SECONDS EAST A DISTANCE OF 33.07 FEET TO THE SOUTHEASTERLY CORNER OF THE AFORESAID OFFICIAL RECORD BOOK 4087, PAGE 233, THENCE GO SOUTH 55 DEGREES 20 MINUTES 27 SECONDS WEST A DISTANCE OF 24.83 FEET TO THE SOUTHWESTERLY CORNER OF THE AFORESAID OFFICIAL RECORD BOOK 4087, PAGE 233, THENCE GO ALONG THE WESTERLY BOUNDARY LINE OF THE AFORESAID RECORD BOOK 4087, PAGE 233 NORTH 33 DEGREES 49 MINUTES 04 SECONDS WEST A DISTANCE OF 155.05 FEET TO SOUTHERLY BOUNDARY LINE OF OFFICIAL RECORD BOOK 2718, PAGE 771, THENCE GO ALONG SAID SOUTHERLY BOUNDARY LINE NORTH 56 SECONDS 10 MINUTES 56 SECONDS EAST A DISTANCE OF 110.37 FEET THE POINT OF BEGINNING, THE ABOVE DESCRIBED PARCEL OF LAND IS SITUATED IN SECTION 39, TOWNSHIP 1 SOUTH, RANGE 30 WEST, ESCAMBIA COUNTY, FLORIDA.

LESS & EXCEPT

(PARCEL X)

COMMENCE AT THE INTERSECTION OF THE WESTERLY RIGHT OF WAY LINE OF U.S. HIGHWAY 29 (STATE ROAD NUMBER 95, ALSO KNOWN AS PENSACOLA BOULEVARD, 200' RIGHT OF WAY) AND THE NORTH LINE OF SECTION 39, TOWNSHIP 1 SOUTH, RANGE 30 WEST, ESCAMBIA COUNTY, FLORIDA, (PER DECREE OF THE CIRCUIT COURT OF ESCAMBIA COUNTY, FLORIDA), THENCE GO SOUTH 24 DEGREES 13 MINUTES 45 SECONDS EAST ALONG THE AFORESAID WESTERLY RIGHT OF WAY A DISTANCE OF 822.29 FEET, THENCE DEPARTING SAID WESTERLY RIGHT OF WAY GO SOUTH 56 DEGREES 02 MINUTES 58 SECONDS WEST A DISTANCE OF 88.59 FEET TO A POINT OF THE EAST LINE OF SECTION 39, TOWNSHIP 1 SOUTH, RANGE 30 WEST, THENCE GO SOUTH 14 DEGREES 46 MINUTES 56 SECONDS EAST ALONG SAID EAST LINE OF SECTION 39 A DISTANCE OF 8.01 FEET, THENCE DEPARTING SAID EAST LINE OF SECTION 39 GO SOUTH 55 DEGREES 18 MINUTES 32 SECONDS WEST A DISTANCE OF 276.94 FEET, THENCE GO NORTH 70 DEGREES 13 MINUTES 17 SECONDS WEST A DISTANCE OF 67.88 FEET TO THE POINT OF BEGINNING, THENCE CONTINUE NORTH 70 DEGREES 13 MINUTES 17 SECONDS WEST A DISTANCE OF 160.32 FEET, THENCE GO NORTH 15 DEGREES 44 MINUTES 58 SECONDS WEST A DISTANCE OF 36.63 FEET, THENCE GO NORTH 15 DEGREES 48 MINUTES 12 SECONDS WEST A DISTANCE OF 113.82 FEET, THENCE GO NORTH 56 DEGREES 25 MINUTES 40 SECONDS EAST A DISTANCE OF 49.75 FEET, THENCE GO SOUTH 33 DEGREES 34 MINUTES 20 SECONDS EAST A DISTANCE OF 271.88 FEET TO THE POINT OF BEGINNING. THE ABOVE DESCRIBED PARCEL OF LAND IS SITUATED IN A PORTION OF SECTION 39, TOWNSHIP 1 SOUTH, RANGE 30 WEST, ESCAMBIA COUNTY, FLORIDA.

LESS & EXCEPT

(PARCEL FF)

COMMENCE AT THE INTERSECTION OF THE WESTERLY RIGHT OF WAY LINE OF U.S. HIGHWAY 29 (STATE ROAD NUMBER 95, ALSO KNOWN AS PENSACOLA BOULEVARD, 200' RIGHT OF WAY) AND THE NORTH LINE OF SECTION 39, TOWNSHIP 1 SOUTH, RANGE 30 WEST, ESCAMBIA COUNTY, FLORIDA, (PER DECREE OF THE CIRCUIT COURT OF ESCAMBIA COUNTY, FLORIDA); THENCE GO SOUTH 24 DEGREES 13 MINUTES 45 SECONDS EAST ALONG THE AFORESAID WESTERLY RIGHT OF WAY LINE A DISTANCE OF 1086.89 FEET TO THE MOST NORTHERLY CORNER OF A PARCEL OF LAND AS DESCRIBED IN OFFICIAL RECORDS BOOK 4000 AT PAGE 640 OF THE PUBLIC RECORDS OF ESCAMBIA COUNTY, FLORIDA; THENCE DEPARTING THE AFORESAID WESTERLY RIGHT OF WAY LINE, GO SOUTH 55 DEGREES 23 MINUTES 43 SECONDS WEST ALONG THE NORTHERLY BOUNDARY LINE OF SAID PARCEL OF LAND AND A PROJECTION THEREOF A DISTANCE OF 275.83 FEET; THENCE GO SOUTH 24 DEGREES 13 MINUTES 45 SECONDS EAST A DISTANCE OF 253.37 FEET

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TO THE CURVED WESTERLY RIGHT OF WAY LINE OF W STREET (90' RIGHT OF WAY); THENCE GO SOUTHWESTERLY ALONG SAID CURVED WESTERLY RIGHT OF WAY LINE ALONG THE ARC OF A CURVE CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 931.47 FEET (DELTA = 25 DEGREES 06 MINUTES 29 SECONDS, CHORD BEARING = SOUTH 32 DEGREES 16 MINUTES 48 SECONDS WEST, CHORD DISTANCE = 404.93 FEET) FOR AN ARC DISTANCE OF 408.19 FEET TO A POINT OF CUSP; THENCE DEPARTING THE AFORESAID CURVED WESTERLY RIGHT OF WAY LINE GO NORTHWESTERLY ALONG THE ARC OF A CURVE CONCAVE WESTERLY HAVING A RADIUS OF 25.00 FEET (DELTA = 74 DEGREES 30 MINUTES 55 SECONDS, CHORD BEARING = NORTH 17 DEGREES 31 MINUTES 33 SECONDS WEST, CHORD DISTANCE = 30.27 FEET) FOR AN ARC DISTANCE OF 32.51 FEET TO THE POINT OF TANGENCY; THENCE GO NORTH 54 DEGREES 46 MINUTES 41 SECONDS WEST A DISTANCE OF 204.81 FEET; THENCE GO SOUTH 71 DEGREES 51 MINUTES 48 SECONDS WEST A DISTANCE OF 685.24 FEET TO THE EASTERLY RIGHT OF WAY LINE OF THE ALABAMA AND GULF COAST RAILROAD (100' RIGHT OF WAY); THENCE GO NORTH 17 DEGREES 55 MINUTES 20 SECONDS WEST ALONG SAID EASTERLY RIGHT OF WAY LINE A DISTANCE OF 456.03 FEET; THENCE DEPARTING SAID EASTERLY RIGHT OF WAY LINE GO NORTH 55 DEGREES 13 MINUTES 13 SECONDS EAST A DISTANCE OF 183.10 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE NORTH 55 DEGREES 13 MINUTES 13 SECONDS EAST A DISTANCE OF 154.98 FEET; THENCE GO NORTH 07 DEGREES 52 MINUTES 06 SECONDS WEST A DISTANCE OF 91.64 FEET; THENCE GO NORTH 55 DEGREES 33 MINUTES 19 SECONDS EAST A DISTANCE OF 478.91 FEET; THENCE GO SOUTH 15 DEGREES 44 MINUTES 09 SECONDS EAST A DISTANCE OF 91.58 FEET; THENCE GO SOUTH 70 DEGREES 13 MINUTES 13 SECONDS EAST A DISTANCE OF 10.30 FEET; THENCE GO SOUTH 55 DEGREES 33 MINUTES 19 SECONDS WEST A DISTANCE OF 194.65 FEET; THENCE GO SOUTH 34 DEGREES 26 MINUTES 41 SECONDS EAST A DISTANCE OF 169.18 FEET; THENCE GO SOUTH 55 DEGREES 10 MINUTES 18 SECONDS WEST A DISTANCE OF 192.70 FEET; THENCE GO NORTHWESTERLY ALONG THE ARC OF A CURVE CONCAVE SOUTHERLY HAVING A RADIUS OF 280.00 FEET (DELTA = 70 DEGREES 00 MINUTES 06 SECONDS, CHORD BEARING = NORTH 89 DEGREES 46 MINUTES 44 SECONDS WEST, CHORD DISTANCE = 321.21 FEET) FOR AN ARC DISTANCE OF 342.09 FEET TO THE POINT OF BEGINNING. THE ABOVE DESCRIBED PARCEL OF LAND IS SITUATED IN SECTION 39, TOWNSHIP 1 SOUTH, RANGE 30 WEST, ESCAMBIA COUNTY, FLORIDA.

#### LESS & EXCEPT

##### (PARCEL N)

COMMENCE AT THE INTERSECTION OF THE WESTERLY RIGHT OF WAY LINE OF U.S. HIGHWAY 29 (STATE ROAD NO-95, ALSO KNOWN AS PENSACOLA BOULEVARD, 200' R/W) AND THE NORTH LINE OF SECTION 39, TOWNSHIP 1 SOUTH, RANGE 30 WEST, ESCAMBIA COUNTY, FLORIDA, (PER DECREE OF THE CIRCUIT COURT OF ESCAMBIA COUNTY, FLORIDA); THENCE GO SOUTH 24 DEGREES 13 MINUTES 45 SECONDS EAST ALONG THE AFORESAID WESTERLY RIGHT OF WAY LINE A DISTANCE OF 822.29 FEET; THENCE DEPARTING THE AFORESAID WESTERLY RIGHT OF WAY LINE GO SOUTH 56 DEGREES 14 MINUTES 15 SECONDS WEST ALONG THE SOUTHERLY BOUNDARY LINE OF THE PARCEL OF LAND AS DESCRIBED IN OFFICIAL RECORDS BOOK 2137 AT PAGE 648 OF THE PUBLIC RECORDS OF ESCAMBIA COUNTY, FLORIDA, TO A POINT ON THE EAST LINE OF SECTION 39, TOWNSHIP 1 SOUTH, RANGE 30 WEST A DISTANCE OF 88.44 FEET; THENCE GO SOUTH 15 DEGREES 35 MINUTES 57 SECONDS EAST ALONG THE AFORESAID EAST LINE OF SECTION 39, A DISTANCE OF 8.12 FEET TO THE AFORESAID SOUTHERLY BOUNDARY LINE, THENCE DEPARTING THE AFORESAID EAST LINE OF SECTION 39, GO SOUTH 55 DEGREES 23 MINUTES 43 SECONDS WEST ALONG THE SOUTHERLY BOUNDARY LINE OF THE AFORESAID PARCEL OF LAND AND THE SOUTHERLY BOUNDARY LINE OF A PARCEL OF LAND AS DESCRIBED IN OFFICIAL RECORDS BOOK 1954 AT PAGE 384 OF THE PUBLIC RECORDS OF ESCAMBIA COUNTY, FLORIDA A DISTANCE OF 277.26 FEET; THENCE GO NORTH 70 DEGREES 13 MINUTES 13 SECONDS WEST ALONG THE AFORESAID SOUTHERLY BOUNDARY LINE OF A PARCEL OF LAND AS DESCRIBED IN OFFICIAL RECORDS BOOK 1954 AT PAGE 364 A DISTANCE OF 217.90 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE ALONG THE AFORESAID SOUTHERLY BOUNDARY LINE OF THE PARCEL OF

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LAND AS DESCRIBED IN OFFICIAL RECORDS BOOK 1954 AT PAGE 364 GO NORTH 70 DEGREES 13 MINUTES 13 SECONDS WEST A DISTANCE OF 9.74 FEET; THENCE GO NORTH 15 DEGREES 44 MINUTES 09 SECONDS WEST ALONG THE WESTERLY LINE OF THE AFORESAID PARCEL OF LAND AS DESCRIBED IN OFFICIAL RECORDS BOOK 1954 AT PAGE 364 A DISTANCE OF 151.38 FEET; THENCE DEPARTING THE AFORESAID WESTERLY LINE GO NORTH 56 DEGREES 25 MINUTES 40 SECONDS EAST A DISTANCE OF 48.84 FEET; THENCE GO SOUTH 33 DEGREES 34 MINUTES 02 SECONDS EAST A DISTANCE OF 150.55 FEET; THENCE GO SOUTH 55 DEGREES 33 MINUTES 19 SECONDS WEST A DISTANCE OF 89.40 FEET TO THE POINT OF BEGINNING. THE ABOVE DESCRIBED PARCEL OF LAND IS SITUATED IN A PORTION OF SECTION 39, TOWNSHIP 1 SOUTH, RANGE 30 WEST, ESCAMBIA COUNTY, FLORIDA.

**EXHIBIT B**

**PERMITTED ENCUMBRANCES**

**NONE**

**SECOND MORTGAGE, SECURITY AGREEMENT, FINANCING STATEMENT  
AND ASSIGNMENT OF RENTS**

**THIS SECOND MORTGAGE, SECURITY AGREEMENT, FINANCING STATEMENT AND ASSIGNMENT OF RENTS** (as the same be amended, modified, restated, renewed, supplemented, increased or spread at any time or from time to time, the "**Mortgage**") is executed as of the 27<sup>th</sup> day of April, 2017, by **SAM'S FUN CITY, INC., a Florida corporation**, having an address of 6709 Pensacola Boulevard, Pensacola, Florida 32505 (whether one or more, the "**Mortgagor**" and, if more than one, the expression "**Mortgagor**" shall mean all mortgagors and each of them jointly and severally), to **COASTAL BANK AND TRUST, a division of Synovus Bank**, having an address of Coastal Towers, 125 West Romana Street, Suite 101, Pensacola, Florida, 32502 (together with any holder or holders of all or any part of the Secured Indebtedness (as defined below), the "**Mortgagee**").

**ARTICLE ONE  
DEFINITIONS**

The following terms shall have the following meanings, unless the context clearly requires otherwise:

"**Access Laws**" shall mean the Americans with Disabilities Act of 1990 (42 U.S.C. §§ 12101, *et seq.*), as amended from time to time, the Fair Housing Amendments Act of 1988 (42 U.S.C. §§ 3601, *et seq.*), as amended from time to time, and all other federal, state or local laws, statutes, ordinances, rules, regulations, and orders relative to handicapped access.

"**Affiliate**" shall mean with respect to any Person, (i) any other Person which directly or indirectly through one or more intermediaries controls, or is controlled by, or is under common control with, (1) such Person or (2) any general partner of such Person; (ii) any other Person 5% or more of the equity interest of which is held beneficially or of record by (1) such Person or (2) any general partner of such Person, and (iii) any general or limited partner or member of (1) such Person or (2) any general partner of such Person. "Control" means the possession, directly or indirectly, of the power to cause the direction of the management of a Person, whether through voting securities, by contract, family relationship or otherwise.

"**Blocked Persons List**" shall mean the list of Specially Designated Nationals and Blocked Persons generated and maintained by OFAC, as it exists from time to time or at any time, together with any and all amendments or replacements thereto or thereof.

"**Borrower**" shall mean and refer jointly to **SAM'S FUN CITY, INC., a Florida corporation**, its successors and/or assigns.

"**Code**" shall mean the Florida Uniform Commercial Code, as amended from time to time, Chapters 671 through 680, *Florida Statutes*.

"**Environmental Law**" shall mean any federal, state or local law, statute, ordinance, or regulation pertaining to health, industrial hygiene, or the environmental conditions on, under or about the Mortgaged Property, including but not limited to, the Comprehensive Environmental Response, Compensation, and Liability Act of 1980 (42 U.S.C. §§ 9601 *et seq.*) ("**CERCLA**"), as amended from time to time, including without limitation, the Superfund Amendments and Reauthorization Act ("**SARA**"), and the Resource Conservation and Recovery Act of 1976 (42 U.S.C. Sections 6901, *et seq.*) ("**RCRA**"), as amended from time to time.

"**Event of Default**" shall have the meaning ascribed to said term in Section 5.01 hereof.

"**Executive Order 13224**" shall mean Executive Order No. 13224, 66 Fed. Reg. 49709 (Sept. 25, 2001), as well as any supplement, amendment or replacement thereto or thereof.

"**Fiscal Year**" shall mean each of the Mortgagor's fiscal years, ending on December 31<sup>st</sup> of each calendar year.

award or payment of attorneys' fees hereunder or by order of a court of competent jurisdiction shall include as a part thereof any and all sales and/or use taxes imposed thereon by any appropriate governmental authority.

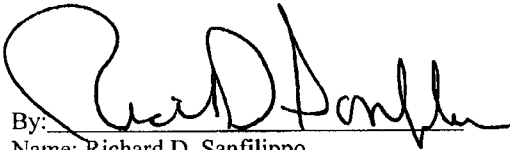
**8.24 Future Advances.** Any additional sum or sums advanced by the then holder of the Note secured hereby, to or for the benefit of Mortgagor, whether obligatory or made at the option of Mortgagee, or otherwise, at any time within twenty (20) years from the date of this Mortgage, with interest at the rate agreed upon at the time of each additional loan or advance, shall be equally secured with and have the same priority as the original indebtedness and be subject to all of the terms and provisions of this Mortgage, whether or not such additional loan or advance is evidenced by a promissory note of the borrowers and whether or not identified by a recital that it is secured by this Mortgage; provided that the aggregate amount of principal indebtedness outstanding and so secured at any one time shall not exceed a maximum principal sum equal to two (2) times the face amount of the Note, plus interest thereon and any disbursements made for the payment of taxes, levies, insurance or other sums in connection with the Mortgaged Property with interest on such disbursements.

**8.25 WAIVER OF JURY TRIAL.** THE PARTIES TO THIS MORTGAGE KNOWINGLY, VOLUNTARILY AND IRREVOCABLY WAIVE, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY AND ALL RIGHTS EITHER MAY HAVE TO TRIAL BY JURY IN ANY LEGAL PROCEEDING BASED ON, ARISING OUT OF, OR IN ANY WAY RELATED TO: THIS AGREEMENT, THE OBLIGATIONS, ANY NOTES, OR ANY OTHER LOAN DOCUMENT OR AGREEMENT EXECUTED OR CONTEMPLATED TO BE EXECUTED IN CONNECTION WITH ANY OF THE OBLIGATIONS; OR ANY OF THE TRANSACTIONS CONTEMPLATED HEREBY OR THEREBY. THIS JURY WAIVER ALSO APPLIES TO ANY CLAIM, COUNTERCLAIM, CAUSE OF ACTION OR DEMAND ARISING FROM OR RELATED TO (I) ANY COURSE OF CONDUCT, COURSE OF DEALING, OR RELATIONSHIP OF MORTGAGOR, ANY OBLIGOR, OR ANY OTHER PERSON WITH MORTGAGEE OR ANY EMPLOYEE, OFFICER, DIRECTOR OR ASSIGNEE OF MORTGAGEE IN CONNECTION WITH THE OBLIGATIONS; OR (II) ANY STATEMENT (WHETHER VERBAL OR WRITTEN) OR ACTIONS OF ANY PERSON BY OR ON BEHALF OF LENDER TO MORTGAGOR, ANY OBLIGOR, OR ANY OTHER PERSON IN CONNECTION WITH THE OBLIGATIONS, REGARDLESS OF WHETHER SUCH CAUSE OF ACTION OR DEMAND ARISES BY CONTRACT, TORT OR OTHERWISE. BORROWER HEREBY ACKNOWLEDGES THAT THIS WAIVER OF JURY TRIAL IS A MATERIAL INDUCEMENT TO THE MORTGAGEE IN EXTENDING CREDIT TO THE MORTGAGOR, THAT THE MORTGAGEE WOULD NOT HAVE EXTENDED SUCH CREDIT WITHOUT THIS JURY TRIAL WAIVER, AND THAT MORTGAGOR HAS BEEN REPRESENTED BY AN ATTORNEY OR HAS HAD AN OPPORTUNITY TO CONSULT WITH AN ATTORNEY IN CONNECTION WITH THIS JURY TRIAL WAIVER AND UNDERSTANDS THE LEGAL EFFECT OF THIS WAIVER. MORTGAGOR FURTHER CERTIFIES THAT NO PERSON HAS REPRESENTED TO IT, EXPRESSLY OR OTHERWISE, THAT MORTGAGEE OR ANY OTHER PERSON WOULD NOT, IN THE EVENT OF A LEGAL PROCEEDING, SEEK TO ENFORCE THE FOREGOING WAIVER.

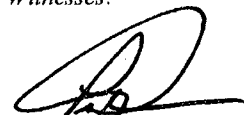
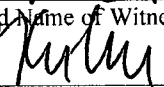
IN WITNESS WHEREOF, Mortgagor, intending to be legally bound hereby, has executed this Mortgage as of the day and year first above written.

**Mortgagor:**

Sam's Fun City, Inc., a Florida corporation

By:   
Name: Richard D. Sanfilippo  
Title: President

*Witnesses:*

  
\_\_\_\_\_  
Peter A. Dyson  
(Printed Name of Witness)  
  
\_\_\_\_\_  
Kramer Litvak  
(Printed Name of Witness)