

Print Date:

9/14/2010 9:22:08 AM

Transaction #: 814952

Receipt #: 201041782

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

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

Customer Information

(TXD) TAX DEED DIVISION  
CLERK OF THE CIRCUIT COURT  
221 PALAFOX PLACE  
Pensacola, FL 32502

Date Received: 09/14/2010

Source Code: Over the Counter

Q Code:

Return Code: Government

Trans Type: Recording

Agent Ref

Num:

Total Fees \$390.00

Total Payments \$390.00

Payments

CLERK \$390.00

0 Recorded Items

0 Search Items

1 Miscellaneous Fees

(MISCFEE) MISCELLANEOUS FEES 2008  
TD 01545

TAXCT	1	\$60.00
TAXCR	330	\$330.00

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

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

Case Number 2008 TD 001545

Description ALUMNI PARTNERS II, LLC VS

Action TAX DEED APPLICATION

Judge

Received From ALUMNI PARTNERS II, LLC

On Behalf Of ALUMNI PARTNERS II, LLC

Total Received	390.00
Net Received	390.00
Change	0.00

Receipt Payments	Amount	Reference Description
Cash	390.00	ONCORE TRANS#814952

Receipt Applications	Amount
Holding	330.00
Service Charge	60.00

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

Comments

## Notice to Tax Collector of Application for Tax Deed

### TO: Tax Collector of Escambia County

In accordance with Florida Statutes, I,

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

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

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

### 2009 TAX ROLL

DPJ LLC  
4400 BAYOU BLVD  
PENASCOLA, Florida 32503

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

alumni2 (Kevin Kiernan)

Applicant's Signature

08/26/2010

Date

## TAX COLLECTOR'S CERTIFICATION

Application  
Date / Number  
Aug 26, 2010 / 2369

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

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

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

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

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

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

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

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

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

1. Total of all Certificates in Applicant's Possession and Cost of the Certificates Redeemed by Applicant or Included (County) \$6,848.62
2. Total of Delinquent Taxes Paid by Tax Deed Application \$0.00
3. Total of Current Taxes Paid by Tax Deed Applicant \$150.00
4. Ownership and Encumbrance Report Fee \$75.00
5. Tax Deed Application Fee \$7,073.62
6. Total Certified by Tax Collector to Clerk of Court \$7,073.62
7. Clerk of Court Statutory Fee \$7,073.62
8. Clerk of Court Certified Mail Charge \$7,073.62
9. Clerk of Court Advertising Charge \$7,073.62
10. Sheriff's Fee \$7,073.62
11. \$7,073.62
12. Total of Lines 6 thru 11 \$7,073.62
13. Interest Computed by Clerk of Court Per Florida Statutes.....(     %) \$7,073.62
14. One-Half of the assessed value of homestead property. If applicable pursuant to section 197.502, F.S. \$7,073.62
15. Statutory (Opening) Bid; Total of Lines 12 thru 14 \$7,073.62
16. Redemption Fee \$6.25
17. Total Amount to Redeem \$6.25

\*Done this 26th day of August, 2010

TAX COLLECTOR, ESCAMBIA COUNTY, FLORIDA

By Candice deuts

Date of Sale: January 4, 2011

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

**ERNIE LEE MAGAHA**  
CLERK OF THE CIRCUIT COURT



BRANCH OFFICES  
ARCHIVES AND RECORDS  
JUVENILE DIVISION

CENTURY

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

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

CLERK TO THE BOARD OF  
COUNTY COMMISSIONERS

OFFICIAL RECORDS  
COUNTY TREASURY  
AUDITOR

## **IMAGING COVER PAGE**

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

Case: 2008 TD 001545



00080151936

Dkt: TD83 Pg#:

3

**Original Documents Follow**

**Acknowledgment – Memorandum of Lease**

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

TENANT: Subway Real Estate Corp.

Madelyn Leonard 8/27/08

Madelyn Leonard

Duly Authorized

Christina Knapp

Witness

Printed Name Christina Knapp

Mari Olmert

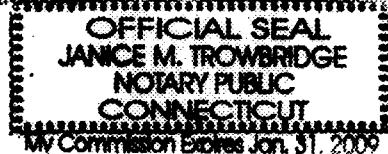
Witness

Printed Name Mari Olmert

STATE OF CONNECTICUT

COUNTY OF NEW HAVEN

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



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

(Notary Seal)

My Commission Expires: January 31, 2009

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

### MEMORANDUM OF LEASE

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

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

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

1. Premises:

SUBWAY® store number: 21202

Located at: 1325 Creighton Road, Pensacola, FL 32504

State of: FLORIDA

County of: ESCAMBIA

2. Term

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

3. Renewal (Option) Periods:

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

Prepared by, and return to:

Attn: Janice Trowbridge

Subway Real Estate Corp.

325 Bic Drive - Milford, CT 06461

**Acknowledgment – Memorandum of Lease**

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

TENANT: Subway Real Estate Corp.

Madelyn Leonard

Madelyn Leonard  
Duly Authorized

Witness Jaime Bova

STATE OF CONNECTICUT

COUNTY OF NEW HAVEN

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



Janice M. Trowbridge

Witness

Dane Frost

Janice M. Trowbridge

Janice M. Trowbridge, Notary Public  
County of New Haven

(Notary Seal)

My Commission Expires: January 31, 2009

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

### MEMORANDUM OF LEASE

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

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

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

1. Premises:

SUBWAY® store number: 21202

Located at: 1305 Creighton Road, Pensacola, FL 32514

State of: FLORIDA

County of: ESCAMBIA

2. Term

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

3. Renewal (Option) Periods:

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

Prepared by, and return to:

Attn: Janice Trowbridge

Subway Real Estate Corp.

325 Bic Drive ~ Milford, CT 06461

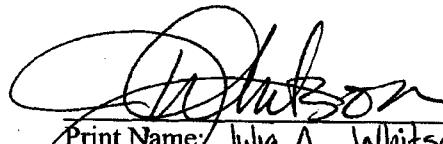
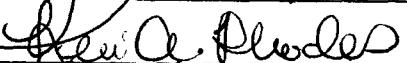
(2) any personal injury (including wrongful death) or property damage (real or personal) arising out of or related to any such hazardous material; (3) any lawsuit brought or threatened, settlement reached, or government order relating to any such hazardous material; or (4) any violation of any laws applicable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

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

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

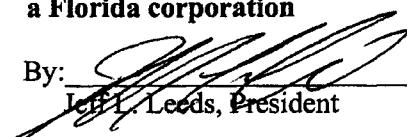
**IN WITNESS WHEREOF**, the Mortgagor has caused this Mortgage to be executed the day and year first above written.

WITNESSES:

  
Print Name: Julia A. Whitson  
  
Print Name: Keri A. Rhode

BORROWER:

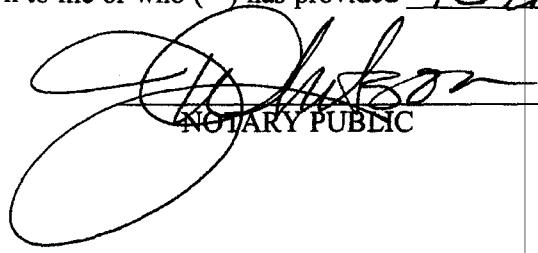
**J Leeds Enterprises, Inc.,  
a Florida corporation**

By:   
Jeff L. Leeds, President

**STATE OF FLORIDA  
COUNTY OF ESCAMBIA**

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

-SEAL-

  
NOTARY PUBLIC

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

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

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

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

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

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

Prepared by:

Robert O. Beasley

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

STATE OF FLORIDA  
COUNTY OF ESCAMBIA

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

**MORTGAGE**

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

**W I T N E S S E T H :**

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

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

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

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

*Signed, sealed and delivered in the presence of:*

Print Name: Charles L. Hoffman, Jr.

*Charles L. Hoffman, Jr.*

Print Name: Monica S. Cone

STATE OF FLORIDA  
COUNTY OF ESCAMBIA

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

J Leeds Enterprises Inc.

By:

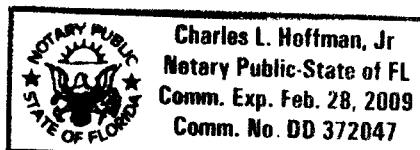
*Jeff L. Leeds*

Jeff L. Leeds, its President

*Charles L. Hoffman, Jr.*  
NOTARY PUBLIC - STATE OF FLORIDA

Typed Name: Charles L. Hoffman, Jr.

My Commission Expires: 2/28/09



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

STATE OF FLORIDA  
COUNTY OF ESCAMBIA

MORTGAGE AND SECURITY AGREEMENT

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

WITNESSETH:

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

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

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

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

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

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

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

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

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

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

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

*Signed, sealed and delivered in our presence:*

Witness Printed Name Robert Beasley

Witness Printed Name Charles L. Hoffmaw Jr.

State of Florida  
County of Escambia

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

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

Notary Public  
Print Name: \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

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

### General Warranty Deed

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

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

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

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

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

Parcel ID Number: 311S302217000001

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

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

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

# SOUTHERN GUARANTY TITLE COMPANY

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

PENSACOLA, FLORIDA 32503

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

Email: rcsqt@aol.com

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

## CERTIFICATION: TITLE SEARCH FOR TDA

TAX DEED SALE DATE: 1-4-2011

TAX ACCOUNT NO.: 03-3002-010

CERTIFICATE NO.: 2008-2369-1545 R2

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, 32596

    Notify Escambia County, 190 Governmental Center, 32501

    Homestead for \_\_\_\_\_ tax year.

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

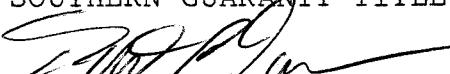
Coastal Bank & Trust  
formerly Bank of Pensacola  
125 W. Romana St., 4th Floor  
Pensacola, FL 32502

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

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

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

SOUTHERN GUARANTY TITLE COMPANY

  
by: Richard S. Combs, President

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

## OWNERSHIP AND ENCUMBERANCE REPORT

### CONTINUATION PAGE

File No.: 8326

October 26, 2010

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

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

#### PLEASE NOTE THE FOLLOWING:

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

**OWNERSHIP AND ENCUMBERANCE REPORT  
LEGAL DESCRIPTION**

File No.: 8326

October 26, 2010

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

# Southern Guaranty Title Company

4400 Bayou Blvd., Suite 13B

Pensacola, Florida 32503

Telephone: (850) 478-8121

Facsimile: (850) 476-1437

11-047

## OWNERSHIP AND ENCUMBERANCE REPORT

File No.: 8326

October 26, 2010

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

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

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

J Leeds Enterprises, Inc.

2. The land covered by this Report is:

LEGAL DESCRIPTION IS ATTACHED HERETO AND MADE A PART HEREOF

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

SEE CONTINUATION PAGE ATTACHED HERETO AND MADE A PART HEREOF

4. Taxes:

SEE CONTINUATION PAGE ATTACHED HERETO AND MADE A PART HEREOF

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

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

Southern Guaranty Title Company

BY:   
Richard S. Combs

October 26, 2010

**ERNIE LEE MAGAHA**  
CLERK OF THE CIRCUIT COURT



**BRANCH OFFICES**  
ARCHIVES AND RECORDS  
JUVENILE DIVISION

CENTURY

CLERK TO THE BOARD OF  
COUNTY COMMISSIONERS

OFFICIAL RECORDS  
COUNTY TREASURY  
AUDITOR

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

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

## **IMAGING COVER PAGE**

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

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Case: 2008 TD 001545



00053387654

Dkt: TD82 Pg#:

16

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**Original Documents Follow**



Print Date:

9/14/2010 9:22:08 AM

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

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

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

I. Payments

	CLERK	\$390.00
--	-------	----------

II. Recorded Items

III. Search Items

IV. Miscellaneous Items

	<u>(MISCFEE) MISCELLANEOUS FEES 2008</u>	
TD 01545		
TAXCT	1	\$60.00
TAXCR	330	\$330.00

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

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

Case Number	2008 TD 001545
-------------	----------------

Description	ALUMNI PARTNERS II, LLC VS
-------------	----------------------------

Action TAX DEED APPLICATION

Judge

Received From ALUMNI PARTNERS II, LLC

On Behalf Of ALUMNI PARTNERS II, LLC

Total Received	390.00
Net Received	390.00
Change	0.00

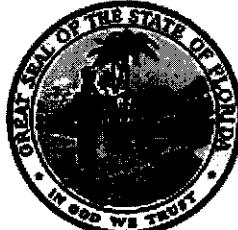
Receipt Payments	Amount	Reference Description
Cash	390.00	ONCORE TRANS#814952

Receipt Applications	Amount
Holding	330.00
Service Charge	60.00

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

Comments

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



BRANCH OFFICES  
 ARCHIVES AND RECORDS  
 JUVENILE DIVISION  
 CENTURY

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

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

**Case # 2008 TD 001545**

**Redeemed Date 11/05/2010**

**Name** SUBWAY 5171 WOODGLENN LANE PACE, FL 32571

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

**Apply Docket to Case**

**• For Office Use Only**

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

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

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



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

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

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

**ERNIE LEE MAGAHA, CLERK OF THE CIRCUIT COURT**

**Tax Certificate Redeemed From Sale**

**Account: 033002010 Certificate Number: 001545 of 2008**

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

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

**ERNIE LEE MAGAHA**  
**Clerk of the Circuit Court**

Received By: Myra  
 Deputy Clerk

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

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

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

Case Number	<b>2008 TD 001545</b>
-------------	-----------------------

Description	<b>ALUMNI PARTNERS II, LLC VS</b>
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Action **TAX DEED REDEMPTION**

Judge

Received From **SUBWAY**

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

Total Received	<b>8,159.64</b>
Net Received	<b>8,159.64</b>

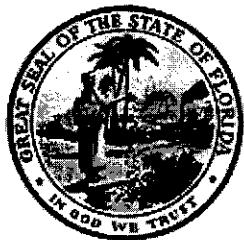
Change	<b>0.00</b>
--------	-------------

Receipt Payments	Amount	Reference	Description
Check	<b>8,159.64</b>	<b>188971</b>	

Receipt Applications	Amount
Holding	<b>8,059.64</b>
Service Charge	<b>100.00</b>

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

Comments



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

**Tax Deed - Redemption Calculator**

Account: 033002010 Certificate Number: 001545 of 2008

Redemption	Yes <input checked="" type="checkbox"/>	Application Date	08/26/2010	Interest Rate	18%
		Final Redemption Payment ESTIMATED		Redemption Overpayment ACTUAL	
		Auction Date	01/04/2011	Redemption Date	11/05/2010 <input checked="" type="checkbox"/>
Months	5			3	
Tax Collector	\$7,073.62			\$7,073.62	
Tax Collector Interest	\$530.52			\$318.31	
Tax Collector Fee	\$6.25			\$6.25	
Total Tax Collector	\$7,610.39			\$7,398.18	
Clerk Fee	\$60.00			\$60.00	
Sheriff Fee	\$120.00			\$120.00	
Legal Advertisement	\$210.00			\$210.00	
App. Fee Interest	\$29.25			\$17.55	
Total Clerk	\$419.25			\$407.55	
Postage	\$60.00			\$60.00	
Researcher Copies	\$40.00			\$40.00	
Total Redemption Amount	\$8,129.64			\$7,905.73	<i>check more than 30.00</i>
					<i>223.91 + 30 + 120 + 210 = 553.91</i>
Repayment Overpayment Refund Amount					

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

Notes

9000013248

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

Bank of America

PENSACOLA, FLORIDA

VOID AFTER 6 MONTHS

63-27  
631

PAY

\*ONE THOUSAND TWO HUNDRED TWENTY TWO AND 65/100

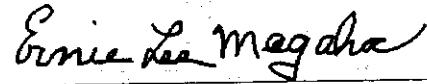
ALUMNI PARTNERS II LLC

DATE AMOUNT

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

11/09/2010

1,222.65



ERNIE LEE MAGAH, CLERK OF THE COURT



9000013248 1063100277 898033991356

ERNIE LEE MAGAH  
CLERK OF THE COURT & COMPTROLLER

9000013248

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

9000013248

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

Check Amount: 1,222.65

9000013281

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

Bank of America  
PENSACOLA, FLORIDA

63-27  
631

VOID AFTER 6 MONTHS

\*FIVE HUNDRED FIFTY THREE AND 91/100

PAY

SUBWAY

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

DATE AMOUNT

11/09/2010 553.91

*Ernie Lee Magaha*

ERNIE LEE MAGAH, CLERK OF THE COURT



9000013281 1063100277 898033991356

ERNIE LEE MAGAH  
CLERK OF THE COURT & COMPTROLLER

9000013281

Date	Case Number	Description	Amount
11/09/2010	2008 TD 001545	PAYMENT TAX DEEDS	553.91

9000013281

Check: 9000013281 11/09/2010 SUBWAY

Check Amount: 553.91

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

Bank of America

PENSACOLA, FLORIDA

63-27  
631

9000013268

VOID AFTER 6 MONTHS

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

JANET HOLLEY TAX COLLECTOR

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

DATE AMOUNT

11/09/2010 26,124.46

*Ernie Lee Magaha*  
ERNIE LEE MAGAHA, CLERK OF THE COURT



9000013268 1063100277 898033991356

9000013268

ERNIE LEE MAGAHA  
CLERK OF THE COURT & COMPTROLLER

Date	Case Number	Description	Amount
11/09/2010	2008 TD 000641	PAYMENT TAX DEEDS	811.96
11/09/2010	2008 TD 004632	PAYMENT TAX DEEDS	609.60
11/09/2010	2008 TD 000813	PAYMENT TAX DEEDS	607.60
11/09/2010	2008 TD 003627	PAYMENT TAX DEEDS	3,256.10
11/09/2010	2008 TD 006590	PAYMENT TAX DEEDS	609.60
11/09/2010	2008 TD 008738	PAYMENT TAX DEEDS	811.96
11/09/2010	2008 TD 010134	PAYMENT TAX DEEDS	3,081.18
11/09/2010	2008 TD 010135	PAYMENT TAX DEEDS	609.60
11/09/2010	2008 TD 010136	PAYMENT TAX DEEDS	811.96
11/09/2010	2008 TD 010137	PAYMENT TAX DEEDS	721.70

There are additional check details for this check that total:

6,846.77 9000013268

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

Check Amount: 26,124.46

2008 TD 04834 12.50  
2008 TD 03342 831.85  
2008 TD 01788 3,198.19  
2008 TD 07666 1,324.75  
2008 TD 07487 1,473.78

9000013316

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

Bank of America

PENSACOLA, FLORIDA

VOID AFTER 6 MONTHS

63-27  
631

\*THIRTY AND 00/100

PAY

SUBWAY

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

DATE AMOUNT

11/16/2010 30.00

*Ernie Lee Magaha*

ERNIE LEE MAGAHA, CLERK OF THE COURT



9000013316 1063100277 898033991356

ERNIE LEE MAGAHA  
CLERK OF THE COURT & COMPTROLLER

9000013316

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

9000013316

Check: 9000013316 11/16/2010 SUBWAY

Check Amount: 30.00