

Notice to Tax Collector of Application for Tax Deed

TO: Tax Collector of Escambia County

In accordance with Florida Statutes, I,

**BRIDGE TAX LLC - 447 US BANK % BRIDGE TAX
LLC-447
PO BOX 645040
CINCINNATI, Ohio, 45264**

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

Certificate No.	Parcel ID Number	Date	Legal Description
2154.0000	04-0805-000	06/01/2012	BEG AT NE COR OF GOVT LT 2 S ALG E LI OF LT 1143 FT W 972 38/100 FT FOR POB S 438 FT W 643 FT TO E R/W LI OF PENSACOLA BLVD (SR 95 US HWY 29) BEING ON ARC OF RD NWLY ALG SD ELY R/W LI (BEING CURVE HAVING RADIUS 5661 65/100 FT) 299 26/100 FT (CHORD DIST N 29 DEG 39 MIN 50 SEC W 299 26/100 FT) N 61 DEG 51 MIN 02 SEC E 150 FT N 107 20/100 FT E 659 75/100 FT TO POB OR 5335 P 1668

2013 TAX ROLL

MOTEL LLC
PO BOX 12524
PENSACOLA , Florida 32591

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.

towercap (Donna Ernwein)

Applicant's Signature

04/21/2014

Date

FORM 513
(r.12/00)

TAX COLLECTOR'S CERTIFICATION

APPLICATION DATE

4/21/2014

FULL LEGAL DESCRIPTION
Parcel ID Number: 04-0805-000

April 28, 2014
Tax Year: 2011
Certificate Number: 2154.0000

BEG AT NE COR OF GOVT LT 2 S ALG E LI OF LT 1143 FT W 972 38/100 FT FOR POB S 438 FT W 643 FT TO E R/W
LI OF PENSACOLA BLVD (SR 95 US HWY 29) BEING ON ARC OF RD NWLY ALG SD ELY R/W LI (BEING CURVE
HAVING RADIUS 5661 65/100 FT) 299 26/100 FT (CHORD DIST N 29 DEG 39 MIN 50 SEC W 299 26/100 FT) N 61 DEG
51 MIN 02 SEC E 150 FT N 107 20/100 FT E 659 75/100 FT TO POB OR 5335 P 1668

TAX COLLECTOR'S CERTIFICATION

Application
Date / Number
Apr 21, 2014 / 140092

This is to certify that the holder listed below of Tax Sale Certificate Number **2012 / 2154.0000** , issued the **1st day of June, 2012**, and which encumbers the following described property located in the County of Escambia, State of Florida to wit: **Parcel ID Number: 04-0805-000**

Certificate Holder:
BRIDGE TAX LLC - 447 US BANK % BRIDGE TAX LLC-447
PO BOX 645040
CINCINNATI, OHIO 45264

Property Owner:
MOTEL LLC
PO BOX 12524
PENSACOLA , FLORIDA 32591

Legal Description:

BEG AT NE COR OF GOVT LT 2 S ALG E LI OF LT 1143 FT W 972 38/100 FT FOR POB S 438 FT W 643 FT TO E R/W LI OF PENSACOLA BLVD (SR 95 US HWY 29) BEING O ...

See attachment for full legal description.

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

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

Cert. Year	Certificate Number	Date of Sale	Face Amt	T/C Fee	Interest	Total
2012	2154.0000	06/01/12	\$42,824.90	\$0.00	\$2,141.25	\$44,966.15

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

Cert. Year	Certificate Number	Date of Sale	Face Amt	T/C Fee	Interest	Total
2013	1956.0000	06/01/13	\$39,486.34	\$6.25	\$1,974.32	\$41,466.91

1. Total of all Certificates in Applicant's Possession and Cost of the Certificates Redeemed by Applicant or Included (County)
2. Total of Delinquent Taxes Paid by Tax Deed Application
3. Total of Current Taxes Paid by Tax Deed Applicant (2013)
4. Ownership and Encumbrance Report Fee
5. Tax Deed Application Fee
6. Total Certified by Tax Collector to Clerk of Court
7. Clerk of Court Statutory Fee
8. Clerk of Court Certified Mail Charge
9. Clerk of Court Advertising Charge
10. Sheriff's Fee
11. _____
12. Total of Lines 6 thru 11
13. Interest Computed by Clerk of Court Per Florida Statutes.....(%)
14. One-Half of the assessed value of homestead property. If applicable pursuant to section 197.502, F.S.
15. Statutory (Opening) Bid; Total of Lines 12 thru 14
16. Redemption Fee
17. Total Amount to Redeem

\$86,433.06
\$0.00
\$35,668.85
\$250.00
\$75.00
\$122,426.91
\$122,426.91
\$6.25

*Done this 21st day of April, 2014

TAX COLLECTOR, ESCAMBIA COUNTY, FLORIDA

By Jenna Stewart

Date of Sale: October 6, 2014

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

This Instrument Was Prepared
By And Is To Be Returned To:
Processing Department,
Emerald Coast Utilities Authority
9255 Sturdevant Street
Pensacola, Florida 32514-0311

NOTICE OF LIEN



STATE OF FLORIDA COUNTY OF ESCAMBIA

Notice is hereby given that the EMERALD COAST UTILITIES AUTHORITY has a lien against the following described real property situated in Escambia County, Florida, for water, wastewater and/or sanitation service provided to the following customer:

BEG AT NE COR OF GOVT LT 2 S ALG E LI OF LT 1143 FT W 972 38/100 FT FOR POB S 438 FT W 643 FT TO E R/W LI OF PENSACOLA BLVD (SR 95 US HWY 29) BEING ON ARC OF RD NWLY ALG SD ELY R/W LI (BEING CURVE HAVING RADIUS 5661 65/100 FT) 299 26/100 FT (CHORD DIST N 29 DEG 39 MIN 50 SEC W 299 26/100 FT) N 61 DEG 51 MIN 02 SEC E 150 FT N 107 20/100 FT E 659 75/100 FT TO POB OR 5335 P 1668 LESS OR 7010 P 1566 EINFINGER

Customer: Motel, LLC

Account Number: 249978-78344

Amount of Lien: \$13,643.80, together with additional unpaid utility service charges, if any, which may accrue subsequent to the date of this notice and simple interest on unpaid charges at 18 percent per annum, or at such lesser rate as may be allowed by law.

This lien is imposed in accordance with Section 159.17, Florida Statutes, Chapter 92-248, Laws of Florida, as amended and Emerald Coast Utilities Authority Resolution 87-10, as amended, and this lien shall be prior to all other liens on such lands or premises except the lien of state, county, and municipal taxes and shall be on a parity with the lien of such state, county, and municipal taxes.

Provided however, that if the above-named customer has conveyed said property by means of deed recorded in the public records of Escambia County, Florida, prior to the recording of this instrument, or if the interest of the above-named customer is foreclosed by a proceeding in which notice of lis pendens has been filed prior to the recording of this instrument, this lien shall be void and of no effect.

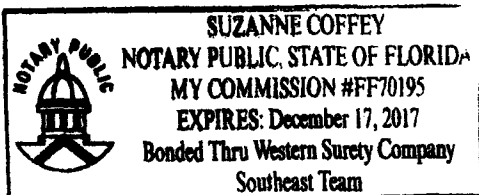
Dated: 6/20/14

EMERALD COAST UTILITIES AUTHORITY

BY: Jamie Rogers

STATE OF FLORIDA COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 20 day of June, 2014, by Jamie Rogers of the Emerald Coast Utilities Authority, who is personally known to me and who did not take an oath.



Suzanne Coffey
Notary Public - State of Florida

RWK:ls
Revised 05/31/11

11. Amended and Restated Mortgage, Assignment of Leases and Rents, Security Agreement and Fixture Filing (A2) from Moulton Properties, Inc., Pensacola Candy Company, Mo'tel, L.L.C., Sea Shell Collections, L.L.C., James C. Moulton and Robert W. Moulton in favor of Synovus Bank dated as of February 10, 2012 and recorded in OR Book 3133, Page 243 in the Official Records of Santa Rosa County, Florida and in OR Book 6855, Page 1008 in the Official Records of Escambia County, Florida
12. Master Restructure Agreement by and between Moulton Properties, Inc., Pensacola Candy Company, Mo'Tel, L.L.C., Sea Shell Collections, L.L.C., James C. Moulton, Robert W. Moulton and Synovus Bank dated as of February 10, 2012
13. Amended and Restated Deposit Account Control Agreement (Remittance Account/Payment Reserve Account) by and between Moulton Properties, Inc., Pensacola Candy Company, Mo'tel, L.L.C., Sea Shell Collections, L.L.C., James C. Moulton, Robert W. Moulton and Synovus Bank dated as of February 10, 2012
14. Amended and Restated Lockbox Agreement by and between Moulton Properties, Inc., Pensacola Candy Company, Mo'tel, L.L.C., Sea Shell Collections, L.L.C., James C. Moulton, Robert W. Moulton and Synovus Bank dated as of February 10, 2012
15. Amended and Restated Deposit Account Control Agreement by and between Moulton Properties, Inc., Pensacola Candy Company, Mo'tel, L.L.C., Sea Shell Collections, L.L.C., James C. Moulton, Robert W. Moulton and Synovus Bank dated as of February 10, 2012
16. Assignment of Management Agreement and Subordination of Management Fees (A2) from Mo'Tel, LLC in favor of Synovus Bank, and consented to by Moulton Properties, Inc. dated as of February 10, 2012
17. Amended and Restated Environmental Indemnification and Release Agreement dated February 10, 2012
18. Amended and Restated Guaranty Agreement from Robert W. Moulton and James C. Moulton in favor of Coastal Bank and Trust, a division of Synovus Bank, dated as of December 19, 2011
19. Guaranty of James C. Moulton in favor of Coastal Bank and Trust, a division of Synovus Bank, dated as of December 2, 2010
20. Guaranty of Robert W. Moulton in favor of Coastal Bank and Trust of Florida dated as of December 29, 2008
21. Guaranty of James C. Moulton in favor of Coastal Bank and Trust of Florida dated as of December 29, 2008

SCHEDULE A

Moulton Properties, Inc. – 56029670-11

1. Amended and Restated Promissory A-2 Note from Moulton Properties, Inc., Pensacola Candy Company, Mo'Tel, L.L.C., James C. Moulton, Robert W. Moulton and Sea Shell Collections, L.L.C. in favor of Synovus Bank with an effective date of February 10, 2012 in the original principal amount of \$1,055,589.00
2. Future Advance Mortgage, Assignment of Rents and Leases and Security Agreement in favor of Pensacola Bank dated as of January 30, 2004 and recorded in OR Book 5335, Page 1672 in the Official Records of Escambia County, Florida and in OR Book 2628, Page 208 in the Official Records of Santa Rosa County, Florida as amended and modified by the following: (i) Agreement Modifying Future Advance Mortgage, Assignment of Rents and Leases and Security Agreement dated as of August 5, 2004 and recorded in OR Book 5481, Page 402 in the Official Records of Escambia County, Florida and in OR Book 2628, Page 224 in the Official Records of Santa Rosa County, Florida, (ii) Second Amendment Modifying Future Advance Mortgage, Assignment of Rents and Leases and Security Agreement (Spreader Agreement) dated as of April 14, 2006 and recorded in OR Book 5885, Page 113 in the Official Records of Escambia County, Florida and in OR Book 2628, Page 252 in the Official Records of Santa Rosa County, Florida, (iii) Third Agreement Modifying Future Advance Mortgage, Assignment of Rents and Leases and Security Agreement (Spreader Agreement) dated as of December 19, 2011 and recorded in OR Book 3105, Page 667 in the Official Records of Santa Rosa County, Florida and in OR Book 6812, Page 1012 in the Official Records of Escambia County, Florida, (iv) Termination of Cross-Default and Cross Collateralization Dated as of December 10, 2012 and recorded in OR Book 7052, Page 481 of the Official Records of Escambia County, Florida and OR Book _____, Page _____, of the Official Records of Santa Rosa County, Florida
3. Assignment of Leases, Rents and Profits dated as of December 19, 2011 and recorded in OR Book 3105, Page 684 in the Official Records of Santa Rosa County, Florida and in OR Book 6812, Page 1029 in the Official Records of Escambia County, Florida
4. Loan Agreement dated as of January 30, 2004
5. Commercial Security Agreement in favor of Pensacola Bank dated as of January 30, 2004
6. Environmental Indemnification and Release Agreement dated as of December 19, 2011
7. Loan Modification Agreement dated as of December 19, 2011
8. Synovus Treasury Management Services Agreement and the Synovus Treasury Management Services Lockbox Addendum dated as of December 19, 2011
9. Deposit Account Control Agreement (Escrow Agreement) dated as of December 19, 2011, executed by Moulton Properties, Inc., Pensacola Candy Company, Mo'Tel, L.L.C., James C. Moulton, Robert W. Moulton, and Columbus Bank and Trust, a division of Synovus Bank
10. UCC Financing Statement recorded in OR Book 6824, Page 1293 in the Official Records of Escambia County, Florida as amended and modified by that certain UCC Financing Statement recorded as Instrument No. 2012051475 in OR Book 6878, Page 166, aforesaid records, and in OR Book 3116, Page 1276 in the Official Records of Santa Rosa County, Florida and as Instrument No. 201206262425 in the Florida Secured Transaction Registry

IN WITNESS WHEREOF, Assignor and Assignee have set their hands and affixed their seals to this Assignment effective as of the ____ day of October, 2013 (the "Effective Date").

Signed, sealed and delivered
In the presence of:

ASSIGNOR:

Witness

SYNOVUS BANK, a Georgia bank

Notary Public

By: _____

Name: _____

Title: _____

My commission expires:

[BANK SEAL]

[NOTARY SEAL]

Signed, sealed and delivered
In the presence of:

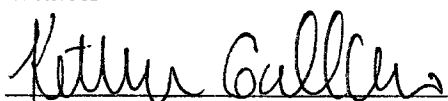
ASSIGNEE:



Witness

Stabilis Master Fund III, LLC, a Delaware
limited liability company

Witness

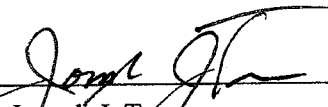


Notary Public

By: Stabilis GP III, LLC

Its: Managing Member

My commission expires: 10/15/16

By: 

Name: Joseph J. Tuso

Title: Authorized Signatory

Title: Authorized Signatory

[NOTARY SEAL]



IN WITNESS WHEREOF, Assignor and Assignee have set their hands and affixed their seals to this Assignment effective as of the ____ day of October, 2013 (the "Effective Date").

Signed, sealed and delivered

ASSIGNOR:

In the presence of:

Singam Suth
Witness

SYNOVUS BANK, a Georgia bank

By: Mikeal R Jones

Carol Anne Howle
Notary Public

Name: MIKEAL R JONES

Title: SR. SPECIAL ASSETS OFFICER



My commission expires: 10-27-13

[BANK SEAL]

Signed, sealed and delivered

ASSIGNEE:

In the presence of:

Stabilis Master Fund III, LLC, a Delaware
limited liability company

Witness

By: _____

Notary Public

Name: _____

Title: _____

My commission expires:

[NOTARY SEAL]

of which are hereby acknowledged and confessed, Assignor SELLS, ASSIGNS, ENDORSES, TRANSFERS, GRANTS, CONVEYS, and QUITCLAIMS unto Assignee all of the Assignor's right, title, interest and benefit to, in and under the Loan Documents and the sums payable thereunder, with interest from the Effective Date of this Assignment without representations or warranties, express or implied.

TO HAVE AND TO HOLD the same together with all rights, titles, interests, privileges, claims, demands and equities existing and to exist in connection therewith unto Assignee, its successors and assigns forever.

Assignor expressly waives and releases in favor of Assignee any and all rights that Assignor may now have or hereinafter have to establish or enforce any lien or security interest, if any, securing payment of the indebtedness arising pursuant to the Loan.

Assignor directs that all payments due under the Loan Documents subsequent to the Effective Date be made directly to Assignee.

Except as otherwise specifically stated in this Assignment, Assignor specifically disclaims any warranty, guaranty or representation, oral or written, past, present or future with respect to the Loan Documents, including, without limitation, (i) the validity, existence, or priority of any lien or security interest securing the Loan; (ii) the existence or basis for any claim, counterclaim, defense or offset relating to the Loan; (iii) the financial condition of Borrowers; (iv) the compliance of the Loan with any laws, ordinances or regulations of any government or other body; (v) the condition of any collateral securing the Loan; (vi) the general assignability of the Loan Documents, and (vii) the future performance of the Borrowers, the collateral or any guarantor of the Loan Documents. Assignee acknowledges and represents to Assignor that having been given the opportunity to undertake its own investigation of the Loan Documents, Assignee is relying solely on its own investigation of the Note and Mortgages and not any information provided or to be provided by Assignor. The sale of the Loan Documents as provided for herein is made on an "AS IS", "WHERE IS" basis, with all faults, and Assignee, by acceptance of this Assignment, expressly acknowledges that **ASSIGNOR MAKES NO WARRANTY OR REPRESENTATION, EXPRESS OR IMPLIED, OR ARISING BY OPERATION OF LAW RELATING TO THE LOAN DOCUMENTS, EXCEPT AS SPECIFICALLY SET FORTH HEREIN.** Notwithstanding anything to the contrary in the foregoing, Assignor represents and warrants to Assignee that Assignor is the holder of the Note and Mortgages and has the right to assign same to Assignee.

This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and all of which shall constitute one and the same Agreement. Any signature page of this Agreement may be detached from any counterpart of this Agreement and reattached to any other counterpart of this Agreement identical in form hereto but having attached to it one or more additional signature pages.

After recording return to:
767 5th Avenue, 12th Floor
New York, New York 10153
Attn: Joseph J. Tusio

Cross Reference:
OR Book 2628, Page 208
OR Book 2628, Page 224
OR Book 2628, Page 252
OR Book 3105, Page 667
OR Book 3105, Page 684
OR Book 3116, Page 1276
OR Book 3133, Page 243
Santa Rosa County Records

OR Book 5335, Page 1672
OR Book 5481, Page 402
OR Book 5885, Page 113
OR Book 6812, Page 1012
OR Book 7052, Page 481
OR Book 6812, Page 1029
OR Book 6824, Page 1293
OR Book 6855, Page 1008
OR Book 6878, Page 166
Escambia County Records

ASSIGNMENT OF NOTE AND OTHER LOAN DOCUMENTS

THIS ASSIGNMENT OF NOTE AND OTHER LOAN DOCUMENTS (the "Assignment") is made by SYNOVUS BANK, a Georgia bank, formerly known as Columbus Bank and Trust Company, as successor in interest through name change and by merger with Coastal Bank and Trust as successor to Bank of Pensacola ("Assignor"), to and in favor of Stabilis Master Fund III, LLC ("Assignee"), whose mailing address is 767 5th Avenue, 12th Floor, New York, New York 10153.

RECITALS:

A. Assignor is the owner and holder of that certain loan (the "Loan") evidenced by that certain Promissory Note (the "Note") payable to Assignor and delivered by Moulton Properties, Inc., Pensacola Candy Company, Mo'Tel, L.L.C., James C. Moulton, Robert W. Moulton, and Sea Shell Collections, L.L.C. (the "Borrowers") which Promissory Note is secured by those certain mortgages (the "Mortgages") recorded in the Santa Rosa County County, Florida and Escambia County Florida records, and other documents and instruments, all of which may have been subsequently modified or amended all as more particularly described on **Schedule "A"** attached hereto (the "Schedule") and by this reference made a part hereof.

B. The Note and the Mortgages, and any other documents evidencing and securing the Loan are hereinafter collectively referred to as the "Loan Documents".

AGREEMENT:

NOW, THEREFORE, for and in consideration of ten dollars (\$10.00), the covenants herein set forth, together with other good and valuable consideration, the receipt and sufficiency

EXHIBIT "A"

LEGAL DESCRIPTION

Commencing at the Northeast corner of Government Lot 2, Section 38, Township 1 South, Range 30 West, Escambia County, Florida; thence S 00°00' E along the East line of said Lot 1143.00 feet; thence S 90°00' W 972.38 feet to Point of Beginning. Thence S 00°00' E, 438.00 feet; thence S 90°00' W, 643.00 feet to the East right of way line of Pensacola Blvd. (State Road 95, U.S. Highway 29) being on an arc of said road; thence Northwesterly along said Easterly right of way line being a curve having a radius of 5661.65 feet, a distance of 299.29 feet (chord being N 29°39'50" W, 299.26 feet); thence N 61°51'02" E, 150.00 feet; thence N 00°00' E, 107.20 feet; thence N 90°00' E 659.75 feet to Point of Beginning.

Pensacola, Florida 32503-3138

Pensacola Candy Company
380 Lurton Street
Pensacola, Florida 32505
ATTN: James C. Moulton, President

MO'TEL, L.L.C.
380 Lurton Street
Pensacola, Florida 32505
ATTN: James C. Moulton

Sea Shell Collections, LLC
380 Lurton Street
Pensacola, Florida 32505
ATTN: Mary Moulton

with a copy to:

T.A. Borowski, Jr., Esq.
Borowski & Traylor, P.A.
25 W. Cedar Street, Suite 525
Pensacola, Florida 32502

or at such other address as the party to be served with notice may have furnished in writing to the party seeking or desiring to serve notice as a place for the service of notice. Any notice or demand delivered to the person or entity named above to accept notices and demands for such party shall constitute notice or demand duly delivered to such party, even if delivery is refused.

10.6 Lender's Right to Pay and Perform. If Borrower shall fail to duly pay or perform any of the Obligations required by this Mortgage, then at any time thereafter subject to any applicable notice and/or cure provided to Borrower under this Mortgage or any of the other Loan Documents without notice to or demand upon Borrower, and without waiving or releasing any right, remedy, or power of Lender, and without releasing any of the Obligations or any Default, Lender may pay or perform such Obligation for the account of and at the expense of Borrower, and shall have the right to enter and to authorize others to enter upon the Mortgaged Property for such purpose and to take all such action thereon and with respect to the Mortgaged Property as may be necessary or appropriate for such purpose. All payments made and all costs and expenses (including, without limitation, reasonable attorneys' fees and expenses) incurred by Lender, together with interest thereon at the Default Rate from the date incurred by Lender, shall be secured by this Mortgage and shall be due and payable by Borrower immediately, whether or not there be notice, demand, an attempt to collect same, or suit pending, and shall be added to the balance of the Loan.

10.7 Covenants Running With the Land. All covenants contained in this Mortgage shall be binding on the Borrower and shall run with the Land.

10.8 Successors and Assigns. All of the terms of this Mortgage shall apply to and be binding upon, and inure to the benefit of, the heirs, devisees, personal representatives, successors and assigns of Borrower and Lender, respectively, and all persons claiming under or through them.

10.9 Invalidity.

- (a) If any one or more of the provisions contained in this Mortgage is declared or found by a court of competent jurisdiction to be invalid, illegal, or unenforceable, such provision or portion thereof

- (e) Loan Modification Agreement, dated as of December 19, 2011, executed by and between Maker and Lender (the "Modification Agreement");
- (f) Synovus Treasury Management Services Agreement and the Synovus Treasury Management Services Lockbox Addendum, dated as of December 19, 2011, executed by and between Maker and Lender (the "Lockbox Agreement");
- (g) Deposit Account Control Agreement (Escrow Account), dated as of January 26, 2012, executed by and between Moulton Properties, Pensacola Candy, Mo'Tel, R. Moulton and J. Moulton, Columbus Bank and Trust, a Division of Synovus Bank, a Georgia banking corporation ("CB&T") and Lender (the "Escrow Control Agreement");
- (h) Deposit Account Control Agreement (Remittance Account/Payment Reserve Account), dated as of January 26, 2012, executed by and between Moulton Properties, Pensacola Candy, Mo'Tel, R. Moulton, J. Moulton, Lender and CB&T (the "Remittance Control Agreement");
- (i) that certain UCC-1 in favor of Lender, recorded on February 28, 2012, in OR Book 6824, Page 1293, in the Public Records of Escambia County, Florida, and recorded on February 28, 2012, in OR Book 3116, Page 1276, in the Public Records of Santa Rosa County, Florida, and recorded on February 29, 2012, in Instrument Number 201206262425, in the Florida Secured Transaction Registry (collectively, the "Financing Statement"), encumbering certain property of Maker described in therein as the "Collateral" (the "Collateral"); and any other documents now or hereafter securing, guaranteeing or executed in connection with the 6544-10 Loan evidenced by the Original Note. The Original Note, the Original Mortgage, Assignment of Rents, Loan Agreement, Security Agreement, Environmental Indemnity, Modification Agreement, Lockbox Agreement, Escrow Control Agreement, Remittance Control Agreement, Financing Statement, and such other documents are, as the same have been or may be amended, restated, or supplemented from time to time, herein sometimes called individually an "Original Loan Document" and together the "Original Loan Documents."

WHEREAS, the Mortgage presently encumbers and constitutes a valid first priority mortgage lien in and to the Mortgaged Property; and

WHEREAS, concurrently with the execution of this Mortgage, the Original Note is being amended and restated in its entirety for all purposes into an obligation and indebtedness at law in the principal amount of ONE MILLION FIFTY FIVE THOUSAND FIVE HUNDRED EIGHTY NINE AND NO/100 DOLLARS (\$1,055,589.00) (the "Loan") as evidenced by Borrower's execution of that certain Amended and Restated Promissory A2-Note, dated of even date herewith, by Borrower, in favor of Lender, (the "Note"); and

WHEREAS, Borrower and Lender now desire to amend and modify the terms of the Original Mortgage and have agreed, for purposes of convenience, to amend and restate the Original Mortgage in its entirety by this Mortgage to secure the Loan evidenced by the Note, the Obligations (as hereinafter defined), the Loan Documents and any of the Other Loan Documents (as defined in the Restructure Agreement) and to otherwise modify the terms, conditions and covenants of the Original Mortgage to conform the terms, conditions and covenants of the Original Mortgage with the terms, conditions and covenants set forth in this Mortgage, as may from time to time hereafter be modified, amended, extended or renewed.

Universal Note and Security Agreement, evidencing a loan in the original principal amount of \$5,525,138.00 (the "Fourth 6544-10 Loan") (the First 6544-10 Loan as amended by that certain second 6544-10 Loan, Third 6544-10 Loan and Fourth 6544-10 Loan is referred to as the "6544-10 Loan"), dated as of June 3, 2010, payable to the order of Lender (the "Fourth 6544-10 Note") (the First 6544-10 Note as amended and by that certain Second 6544-10 Note, Third 6544-10 Note and Fourth 6544-10 Note is referred to as the "6544-10 Note"). The 6544-10 Note as further amended and modified by that certain Modification Agreement, dated as of December 19, 2011, executed by and between Borrower and Lender (the "Modification Agreement") is referred to as the "Original Note", upon which all intangible tax has been paid and affixed thereto; and

WHEREAS, the indebtedness evidenced that certain Original Note is secured by, inter alia, that certain Future Advance Mortgage, Assignment of Rents and Leases and Security Agreement, dated as of January 30, 2004, in favor of Pensacola Bank, recorded on January 30, 2004, in OR Book 5335, Page 1672, in the Public Records of Escambia County, Florida and recorded on July 19, 2006, in OR Book 2628, Page 208, in the Public Records of Santa Rosa County, Florida (collectively, the "Original 6544-10 Mortgage"); as amended and by that certain Agreement Modifying Future Advance Mortgage, Assignment of Rents and Leases and Security Agreement, dated as of August 5, 2004, in favor of Pensacola Bank, recorded on August 20, 2004, in OR Book 5481, Page 0402, in the Public Records of Escambia County, Florida, and recorded on July 19, 2006, in OR Book 2628, Page 224, in the Public Records of Santa Rosa County, Florida (collectively, the "Second 6544-10 Mortgage"); as amended by that certain Second Agreement Modifying Future Advance Mortgage, Assignment of Rents and Leases and Security Agreement (Spreader Agreement), dated as of April 14, 2006, in favor of Pensacola Bank, recorded on April 17, 2006, in OR Book 5885, Page 113, in the Public Records of Escambia County, Florida and recorded on July 19, 2006, in OR Book 2628, Page 252, in the Public Records of Santa Rosa County, Florida (the "Third 6544-10 Mortgage") (the Original 6544-10 Mortgage as amended and by that certain Second 6544-10 Mortgage and Third 6544-10 Mortgage is referred to as the "6544-10 Mortgage"). The 6544-10 Mortgage as amended and by that certain Third Agreement Modifying Future Advance Mortgage, Assignment of Rents and Leases and Security Agreement (Spreader Agreement), dated as of December 19, 2011, in favor of Lender, recorded on January 10, 2012, in OR Book 3105, Page 667, in the Public Records of Santa Rosa County, Florida and recorded on January 26, 2012, in OR Book 6812, Page 1012, in the Public Records of Escambia County, Florida is referred to as the "Original Mortgage") (upon which all documentary stamp tax and intangible tax have been paid and affixed thereto), encumbering certain property of Grantor described in the Mortgage, less and except those lots previously released by Lender, further described as the Land herein; and

WHEREAS the following security instruments further secure the 6544-10 Loan:

- (a) that certain Assignment of Leases, Rents and Profits, dated as of December 19, 2011, in favor of Lender, recorded on January 10, 2012, in OR Book 3105, Page 684, in the Public Records of Santa Rosa County, Florida, and recorded on January 26, 2012, in OR Book 6812, Page 1029, in the Public Records of Escambia County, Florida (the "Assignment of Rents");
- (b) that certain Loan Agreement, dated as of January 30, 2004 (the "Loan Agreement");
- (c) that certain Commercial Security Agreement, dated as of January 30, 2004, in favor of Pensacola Bank (the "Security Agreement");
- (d) that certain Environmental Indemnification and Release Agreement, dated as of December 19, 2011, in favor of Lender (the "Environmental Indemnity");

DOCUMENTARY STAMP TAX AND INTANGIBLE TAX HAVE BEEN PAID AND AFFIXED TO THAT CERTAIN FUTURE ADVANCE MORTGAGE, ASSIGNMENT OF RENTS AND LEASES AND SECURITY AGREEMENT, DATED AS OF JANUARY 30, 2004, IN FAVOR OF PENSACOLA BANK, RECORDED ON JANUARY 30, 2004, IN OR BOOK 5335, PAGE 1672, IN THE PUBLIC RECORDS OF ESCAMBIA COUNTY, FLORIDA AND RECORDED ON JULY 19, 2006, IN OR BOOK 2628, PAGE 208, IN THE PUBLIC RECORDS OF SANTA ROSA COUNTY, FLORIDA (COLLECTIVELY, THE "ORIGINAL 6544-10 MORTGAGE"); AS AMENDED AND BY THAT CERTAIN AGREEMENT MODIFYING FUTURE ADVANCE MORTGAGE, ASSIGNMENT OF RENTS AND LEASES AND SECURITY AGREEMENT, DATED AS OF AUGUST 5, 2004, IN FAVOR OF PENSACOLA BANK, RECORDED ON AUGUST 20, 2004, IN OR BOOK 5481, PAGE 0402, IN THE PUBLIC RECORDS OF ESCAMBIA COUNTY, FLORIDA, AND RECORDED ON JULY 19, 2006, IN OR BOOK 2628, PAGE 224, IN THE PUBLIC RECORDS OF SANTA ROSA COUNTY, FLORIDA (COLLECTIVELY, THE "SECOND 6544-10 MORTGAGE"); AS AMENDED BY THAT CERTAIN SECOND AGREEMENT MODIFYING FUTURE ADVANCE MORTGAGE, ASSIGNMENT OF RENTS AND LEASES AND SECURITY AGREEMENT (SPREADER AGREEMENT), DATED AS OF APRIL 14, 2006, IN FAVOR OF PENSACOLA BANK, RECORDED ON APRIL 17, 2006, IN OR BOOK 5885, PAGE 113, IN THE PUBLIC RECORDS OF ESCAMBIA COUNTY, FLORIDA AND RECORDED ON JULY 19, 2006, IN OR BOOK 2628, PAGE 252, IN THE PUBLIC RECORDS OF SANTA ROSA COUNTY, FLORIDA (THE "THIRD 6544-10 MORTGAGE") (THE ORIGINAL 6544-10 MORTGAGE AS AMENDED AND BY THAT CERTAIN SECOND 6544-10 MORTGAGE AND THIRD 6544-10 MORTGAGE IS REFERRED TO AS THE "6544-10 MORTGAGE"). THE 6544-10 MORTGAGE AS AMENDED AND BY THAT CERTAIN THIRD AGREEMENT MODIFYING FUTURE ADVANCE MORTGAGE, ASSIGNMENT OF RENTS AND LEASES AND SECURITY AGREEMENT (SPREADER AGREEMENT), DATED AS OF DECEMBER 19, 2011, IN FAVOR OF LENDER, RECORDED ON JANUARY 10, 2012, IN OR BOOK 3105, PAGE 667, IN THE PUBLIC RECORDS OF SANTA ROSA COUNTY, FLORIDA AND RECORDED ON JANUARY 26, 2012, IN OR BOOK 6812, PAGE 1012, IN THE PUBLIC RECORDS OF ESCAMBIA COUNTY, FLORIDA IS REFERRED TO AS THE "ORIGINAL MORTGAGE"). AS SUCH, NO ADDITIONAL DOCUMENTARY STAMP TAX OR INTANGIBLE TAX ARE NOW DUE OR PAYABLE WITH RESPECT TO THE NOTE AND MORTGAGE REFERENCED HEREIN.

**AMENDED AND RESTATED MORTGAGE,
ASSIGNMENT OF LEASES AND RENTS, SECURITY AGREEMENT
AND FIXTURE FILING (A2)**

THIS AMENDED AND RESTATED MORTGAGE, ASSIGNMENT OF LEASES AND RENTS, SECURITY AGREEMENT AND FIXTURE FILING (A2) (this "Mortgage"), is entered into this 26th day of March, 2012 (the "Execution Date"), and made effective as of February 10, 2012 (the "Effective Date"), by and among MOULTON PROPERTIES, INC., a Florida corporation ("Moulton Properties"), PENSACOLA CANDY COMPANY, a Florida corporation ("Pensacola Candy"), MO'TEL, LLC, a Florida limited liability company ("Mo'Tel") and also referred to herein as the "Grantor"), JAMES. C. MOULTON, individually ("J. Moulton"), ROBERT W. MOULTON, individually ("R. Moulton") and SEA SHELL COLLECTIONS, LLC, a Florida limited liability company ("Sea Shell") (each of Moulton Properties, Pensacola Candy, Mo'Tel, J. Moulton, R. Moulton and Sea Shell are individually and collectively a "Borrower"), and SYNOVUS BANK, a Georgia banking corporation, parent company of Coastal Bank and Trust ("Lender").

RECITALS

WHEREAS, Lender heretofore made a loan to Moulton Properties and Mo'Tel in the original principal amount of \$3,800,000.00 (the "First 6544-10 Loan"), dated as of January 30, 2004, evidenced by that certain \$3,800,000.00 Promissory Note, payable to the order of Bank of Pensacola, a Florida banking corporation ("Pensacola Bank") (the "First 6544-10 Note"); as amended and modified by that certain Promissory Note, evidencing a loan in the original principal amount of \$5,800,000.00 (the "Second 6544-10 Loan"), dated as of August 5, 2004, payable to the order of Pensacola Bank (the "Second 6544-10 Note"); as amended and by that certain Universal Note, evidencing a loan in the original principal amount of \$5,800,000.00 (the "Third 6544-10 Loan"), dated as of May 18, 2007, payable to the order of Pensacola Bank (the "Third 6544-10 note"); as amended and by that certain

This instrument prepared by and return to:
Brown & Associates, PLLC
5 Main Street
Second Floor, Suite 3A-3
P.O. Box 611246
Rosemary Beach, Florida 32461
Attention: Catherine S. Hester, Esq.
(850) 231-9179

File # 201217287
OR BK 3133 Pages 243 - 285
RECORDED 04/27/12 16 23 07
Mary M. Johnson Clerk
Santa Rosa County, Florida
DEPUTY CLERK KB
#1
Trans # 524345

SYNOVUS*
**AMENDED AND RESTATED MORTGAGE,
ASSIGNMENT OF LEASES AND RENTS, SECURITY AGREEMENT AND
FIXTURE FILING (A2)**

MADE BY

MOULTON PROPERTIES, INC.,
a Florida corporation,

PENSACOLA CANDY COMPANY,
a Florida corporation,

MO'TEL, L.L.C.,
a Florida limited liability company,

SEA SHELL COLLECTIONS, L.L.C.,
a Florida limited liability company,

JAMES C. MOULTON,
an individual,

and

ROBERT W. MOULTON,
an individual,

each as a "Borrower"

to

SYNOVUS BANK,
a Georgia banking corporation,
parent company of Coastal Bank and Trust,

as "Lender"

Dated as of: March 26, 2012

EXHIBIT "A"

Parcel 1

✓
COMMENCING AT THE NORTHEAST CORNER OF GOVERNMENT LOT 2, SECTION 38, TOWNSHIP 1 SOUTH, RANGE 30 WEST, ESCAMBIA COUNTY, FLORIDA; THENCE SOUTH 00 DEGREES 00 MINUTES EAST ALONG THE EAST LINE OF SAID LOT 1143.00 FEET; THENCE SOUTH 90 DEGREES 00 MINUTES WEST, 972.38 FEET TO POINT OF BEGINNING; THENCE SOUTH 00 DEGREES 00 MINUTES EAST, 438.00 FEET; THENCE SOUTH 90 DEGREES 00 MINUTES WEST, 643.00 FEET TO THE EAST RIGHT-OF-WAY LINE OF PENSACOLA BOULEVARD (STATE ROAD 95, U.S. HIGHWAY 29) BEING ON AN ARC OF SAID ROAD; THENCE NORTHEASTERLY ALONG SAID EASTERLY RIGHT-OF-WAY LINE BEING A CURVE HAVING A RADIUS OF 5661.65 FEET, A DISTANCE OF 229.29 FEET (CHORD BEARING NORTH 29 DEGREES 39 MINUTES 50 SECONDS WEST 299.26 FEET); THENCE NORTH 61 DEGREES 51 MINUTES 02 SECONDS EAST, 150.00 FEET; THENCE NORTH 00 DEGREES 00 MINUTES EAST, 107.20 FEET; THENCE NORTH 90 DEGREES 00 MINUTES EAST, 659.75 FEET TO POINT OF BEGINNING.

Parcel 2

DESCRIPTIONS AS FURNISHED:
(OFFICIAL RECORD BOOK 4182, PAGE 802)
COMMENCE AT A 1-INCH IRON PIPE AT THE NORTHEAST CORNER OF GOVERNMENT LOT 2, SECTION 38, TOWNSHIP 1 SOUTH, RANGE 30 WEST, ESCAMBIA COUNTY, FLORIDA;
THENCE GO SOUTH 00 DEGREES 00 MINUTES 38 SECONDS EAST ALONG THE EAST LINE OF THE AFORESAID GOVERNMENT LOT 2 A DISTANCE OF 181.00 FEET TO THE POINT OF BEGINNING;
THENCE CONTINUE SOUTH 00 DEGREES 20 MINUTES 38 SECONDS EAST ALONG THE AFORESAID LINE A DISTANCE OF 847.98 FEET;
THENCE GO SOUTH 88 DEGREES 57 MINUTES 08 SECONDS EAST A DISTANCE OF 728.53 FEET TO THE WESTERLY RIGHT OF WAY LINE OF PALATKA HIGHWAY, STATE ROAD NO. 88-A (88' RIGHT OF WAY);
THENCE GO SOUTH 18 DEGREES 55 MINUTES 09 SECONDS EAST ALONG THE AFORESAID RIGHT OF WAY A DISTANCE OF 142.18 FEET;
THENCE GO NORTH 88 DEGREES 57 MINUTES 08 SECONDS WEST A DISTANCE OF 774.38 FEET TO THE EAST LINE OF THE AFORESAID GOVERNMENT LOT 2;
THENCE GO SOUTH 00 DEGREES 20 MINUTES 38 SECONDS EAST ALONG THE AFORESAID LINE A DISTANCE OF 388.04 FEET;
THENCE GO SOUTH 88 DEGREES 50 MINUTES 18 SECONDS WEST A DISTANCE OF 872.38 FEET;
THENCE GO SOUTH 88 DEGREES 20 MINUTES 38 SECONDS WEST A DISTANCE OF 428.04 FEET;
THENCE GO SOUTH 88 DEGREES 33 MINUTES 50 SECONDS WEST A DISTANCE OF 881.88 FEET TO THE EASTERLY RIGHT OF WAY LINE OF STATE ROAD NO. 95, U.S. HIGHWAY 29, PENSACOLA BOULEVARD (200' R/W), SAID RIGHT OF WAY LINE BEING A CURVE CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 5661.65 FEET;
THENCE GO NORTHWESTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 278.83 FEET (CHORD = 278.79 FEET, CHORD BEARING = NORTH 25 DEGREES 07 MINUTES 25 SECONDS WEST);
THENCE GO NORTH 00 DEGREES 17 MINUTES 29 SECONDS WEST A DISTANCE OF 880.22 FEET TO THE SOUTHERLY RIGHT OF WAY LINE OF OAKFIELD ROAD (80' R/W);
THENCE GO SOUTH 88 DEGREES 38 MINUTES 47 SECONDS EAST ALONG THE AFORESAID RIGHT OF WAY LINE A DISTANCE OF 886.88 FEET;
THENCE GO SOUTH 00 DEGREES 02 MINUTES 52 SECONDS WEST A DISTANCE OF 199.88 FEET;
THENCE GO SOUTH 88 DEGREES 67 MINUTES 08 SECONDS EAST A DISTANCE OF 65.00 FEET;
THENCE GO SOUTH 00 DEGREES 02 MINUTES 52 SECONDS WEST A DISTANCE OF 538.00 FEET;
THENCE GO SOUTH 88 DEGREES 67 MINUTES 08 SECONDS EAST A DISTANCE OF 0.44 FEET;
THENCE GO NORTH 00 DEGREES 20 MINUTES 38 SECONDS EAST A DISTANCE OF 88.88 FEET;
THENCE GO SOUTH 88 DEGREES 88 MINUTES 47 SECONDS EAST A DISTANCE OF 189.73 FEET;
THENCE GO NORTH 00 DEGREES 02 MINUTES 52 SECONDS EAST A DISTANCE OF 41.37 FEET;
THENCE GO SOUTH 88 DEGREES 67 MINUTES 08 SECONDS WEST A DISTANCE OF 33.83 FEET;
THENCE GO NORTH 00 DEGREES 20 MINUTES 38 SECONDS EAST A DISTANCE OF 327.68 FEET;
THENCE GO SOUTH 88 DEGREES 23 MINUTES 19 SECONDS WEST A DISTANCE OF 154.78 FEET;
THENCE GO NORTH 88 DEGREES 48 MINUTES 22 SECONDS EAST A DISTANCE OF 300.19 FEET;
THENCE GO SOUTH 00 DEGREES 20 MINUTES 38 SECONDS WEST A DISTANCE OF 288.00 FEET;
THENCE GO NORTH 88 DEGREES 58 MINUTES 47 SECONDS WEST A DISTANCE OF 9.00 FEET;
THENCE GO NORTH 00 DEGREES 20 MINUTES 38 SECONDS WEST A DISTANCE OF 228.00 FEET TO A POINT ON THE SOUTHERLY RIGHT OF WAY LINE OF THE AFORESAID OAKFIELD ROAD;
THENCE GO SOUTH 88 DEGREES 58 MINUTES 47 SECONDS EAST ALONG THE AFORESAID SOUTHERLY RIGHT OF WAY LINE A DISTANCE OF 80.00 FEET;
THENCE GO SOUTH 00 DEGREES 20 MINUTES 38 SECONDS EAST A DISTANCE OF 158.00 FEET;
THENCE GO SOUTH 88 DEGREES 58 MINUTES 47 SECONDS EAST A DISTANCE OF 481.32 FEET TO THE POINT OF BEGINNING. THE ABOVE DESCRIBED PARCEL OF LAND CONTAINS 80.10 ACRES.

LESS AND EXCEPT
(OFFICIAL RECORD BOOK 4182, PAGE 801) (Ruby Tuesday Parcel)
COMMENCE AT THE NORTHEAST CORNER OF GOVERNMENT LOT 2, SECTION 38, TOWNSHIP 1 SOUTH, RANGE 30 WEST, ESCAMBIA COUNTY, FLORIDA;
THENCE GO SOUTH 00 DEGREES 20 MINUTES 38 SECONDS WEST ALONG THE EAST LINE OF THE AFORESAID GOVERNMENT LOT 2 A DISTANCE OF 1149.85 FEET;
THENCE DEPARTING THE AFORESAID EAST LINE OF GOVERNMENT LOT 2, GO SOUTH 88 DEGREES 38 MINUTES 50 SECONDS WEST A DISTANCE OF 1881.12 FEET TO THE POINT OF BEGINNING. THE AFORESAID POINT LYING ON THE SOUTHERLY BOUNDARY LINE OF THE PENSACOLA SOCCER COMPLEX AS RECORDED IN OFFICIAL RECORDS BOOK 3703 AT PAGE 538 OF THE PUBLIC RECORDS OF ESCAMBIA COUNTY, FLORIDA. THENCE CONTINUE SOUTH 88 DEGREES 33 MINUTES 50 SECONDS WEST ALONG THE AFORESAID SOUTHERLY BOUNDARY LINE A DISTANCE OF 193.07 FEET TO A POINT BEING THE SOUTHWEST CORNER OF THE PENSACOLA SOCCER COMPLEX. THE AFORESAID POINT BEING ON THE EASTERLY RIGHT OF WAY LINE OF U.S. HIGHWAY 29, STATE ROAD NUMBER 95, PENSACOLA BOULEVARD (200' R/W).
THENCE GO NORTHWESTERLY ALONG THE ARC OF A CIRCULAR CURVE CONCAVE NORTHEASTERLY HAVING A RADIUS OF 5661.65 FEET (DELTA = 02 DEGREES 43 MINUTES 32 SECONDS, CHORD DISTANCE = 288.30 FEET, CHORD BEARING = NORTH 25 DEGREES 08 MINUTES 41 SECONDS WEST) FOR AN ARC DISTANCE OF 288.33 FEET TO A POINT ON A CURVE;
THENCE DEPARTING THE AFORESAID EASTERLY RIGHT OF WAY LINE, GO NORTHEASTERLY ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 106.00 FEET (DELTA ANGLE = 42 DEGREES 51 MINUTES 02 SECONDS, CHORD DISTANCE = 78.71 FEET, CHORD BEARING = NORTH 57 DEGREES 58 MINUTES 08 SECONDS EAST) AN ARC OF 78.83 FEET TO A POINT OF REVERSE CURVE; THENCE GO ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 87.00 FEET (DELTA = 43 DEGREES 44 MINUTES 33 SECONDS, CHORD = 84.81 FEET, CHORD BEARING = NORTH 58 DEGREES 21 MINUTES 55 SECONDS EAST) FOR AN ARC DISTANCE OF 84.42 FEET TO A POINT OF TANGENCY;
THENCE GO SOUTH 88 DEGREES 48 MINUTES 48 SECONDS EAST A DISTANCE OF 178.87 FEET;
THENCE GO SOUTH 00 DEGREES 08 MINUTES 38 SECONDS WEST A DISTANCE OF 294.29 FEET TO THE POINT OF BEGINNING.
THE ABOVE DESCRIBED PARCEL OF LAND IS SITUATED IN A PORTION OF SECTION 38, TOWNSHIP 1 SOUTH, RANGE 30 WEST, ESCAMBIA COUNTY, FLORIDA AND CONTAINS 73,880.35 SQUARE FEET OR 1.698 ACRES AS DESCRIBED ON THE ALTA/ACSM LAND TITLE SURVEY CERTIFIED TO RUBY TUESDAY, INC., ATLANTIC FINANCIAL GROUP, LTD., SUNTRUST BANK, ATLANTA, AS AGENT AND CHICAGO TITLE INSURANCE COMPANY, PREPARED BY NORTHWEST FLORIDA ENGINEERING AND SURVEYING, INC., DATED MARCH 5, 1997, LAST REVISED SEPTEMBER 16, 1997.

LESS AND EXCEPT
DESCRIPTIONS AS PREPARED BY KJM SURVEYING INC. (PARCEL "A")
COMMENCE AT A 1-INCH IRON PIPE AT THE NORTHEAST CORNER OF GOVERNMENT LOT 2, SECTION 38, TOWNSHIP 1 SOUTH, RANGE 30 WEST, ESCAMBIA COUNTY, FLORIDA;
THENCE GO SOUTH 00 DEGREES 00 MINUTES 38 SECONDS EAST ALONG THE EAST LINE OF THE AFORESAID GOVERNMENT LOT 2 A DISTANCE OF 181.00 FEET TO THE POINT OF BEGINNING;
THENCE CONTINUE SOUTH 00 DEGREES 20 MINUTES 38 SECONDS EAST ALONG THE AFORESAID LINE A DISTANCE OF 14.80 FEET;
THENCE GO SOUTH 88 DEGREES 57 MINUTES 08 SECONDS WEST A DISTANCE OF 481.38 FEET;
THENCE GO NORTH 00 DEGREES 18 MINUTES 48 SECONDS EAST A DISTANCE OF 24.37 FEET;
THENCE GO NORTH 88 DEGREES 58 MINUTES 47 SECONDS EAST A DISTANCE OF 481.32 FEET TO THE POINT OF BEGINNING.
THE ABOVE DESCRIBED PARCEL OF LAND IS SITUATED IN A PORTION OF SECTION 38, TOWNSHIP 1 SOUTH, RANGE 30 WEST, ESCAMBIA COUNTY, FLORIDA AND CONTAINS 0.218 ACRES.

(b) Name of Mortgagee (Secured Party): BANK OF PENSACOLA
Address of Mortgagee: 125 W. Romana St., Ste. 400
Pensacola, FL 32502

(c) Record Owner of Real Estate described on Exhibit A hereto: MORTGAGOR

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

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

MOULTON PROPERTIES, INC., a
Florida corporation

By: James C. Moulton
James C. Moulton, President

By: Robert W. Moulton, V.P., Sec.
Robert W. Moulton, Vice President/Secretary

By: Mary E. Moulton, V.P.
Mary E. Moulton, Vice President

MO'TEL, L.L.C., a Florida limited liability
company

By: James C. Moulton
James C. Moulton, Manager

By: Robert W. Moulton
Robert W. Moulton, Manager

STATE OF FLORIDA
COUNTY OF ESCAMBIA

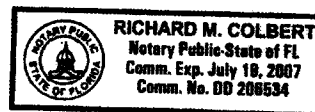
The foregoing instrument was acknowledged before me this 28th date of January, 2004, by James C. Moulton, Robert W. Moulton and Mary E. Moulton, as President, Vice President/Secretary and Vice President, respectively, of Moulton Properties, Inc., a Florida corporation, and as Managers of Mo'Tel, L.L.C., a Florida limited liability company, on behalf of both the Corporation and the Company, who ☒ are personally known to me, or ☐ have produced _____ as identification and did not take an oath.

[NOTARIAL SEAL]

(Type/Print/Stamp Name of Notary Public)

My Commission Expires: _____

Commission No.: _____



Loan Documents, or in any of the Other Indebtedness Instruments; (d) releases any part of the Mortgaged Property from this Mortgage or otherwise changes any of the terms of this Mortgage, the Note, any of the other Loan Documents or the Other Indebtedness Instruments; (e) consents to the filing of any map, plat, or replat of or consents to the granting of any easement on, all or any part of the Mortgaged Property; or (f) makes or consents to any agreement subordinating the priority of this Mortgage, any such act or omission shall not release, discharge, modify, change, or affect the original liability under this Mortgage, the Note, the other Loan Documents, or the Other Indebtedness Instruments of the Mortgagor or any subsequent purchaser of the Mortgaged Property or any part thereof, or any maker, co-signer, endorser, surety or guarantor; nor shall any such act or omission preclude the Lender from exercising any right, power or privilege herein granted or intended to be granted in the event of any other default then made or of any subsequent default, nor, except as otherwise expressly provided in an instrument or instruments executed by the Lender shall the provisions of this Mortgage be altered thereby. In the event of the sale or transfer by operation of law or otherwise of all or any part of the Mortgaged Property, the Lender, without notice to any person, corporation or other entity (except notice shall be given to Mortgagor so long as Mortgagor remains liable under the Note, this Mortgage or any of the other Loan Documents) hereby is authorized and empowered to deal with any such vendee or transferee with reference to the Mortgaged Property or the indebtedness secured hereby, or with reference to any of the terms or conditions hereof, or of the other Loan Documents, as fully and to the same extent as it might deal with the original parties hereto and without in any way releasing or discharging any of the liabilities or undertakings hereunder.

4.14 Discontinuance of Proceedings — Position of Parties Restored. In case the Lender shall have proceeded to enforce any right or remedy under this Mortgage by foreclosure, entry or otherwise, and such proceedings shall have been discontinued or abandoned for any reason, or shall have been determined adversely to the Lender, then and in every such case the Mortgagor and the Lender shall be restored to their former positions and rights hereunder, and all rights, powers and remedies of the Lender shall continue as if no such proceeding had been taken.

4.15 Remedies Cumulative. No right, power, or remedy conferred upon or reserved to the Lender by this Mortgage is intended to be exclusive of any other right, power or remedy, but each and every such right, power and remedy shall be cumulative and concurrent and shall be in addition to any other right, power and remedy given hereunder, or under the Note, any of the other Loan Documents, the Other Indebtedness Instruments or now or hereafter existing at law or in equity or by statute.

4.16 Notice of Defaults Under the Loan Documents and Other Credit Arrangements. Mortgagor shall give prompt notice to Lender of any defaults by Mortgagor under this Mortgage or any of the other Loan Documents, and of any notice of default received by Mortgagor under any other credit arrangement of Mortgagor.

ARTICLE V MISCELLANEOUS

5.01 Binding Effect. Wherever in this Mortgage one of the parties hereto is named or referred to, the heirs, administrators, executors, successors, assigns, distributees, and legal and personal representatives of such party shall be included, and all covenants and agreements contained in this Mortgage by or on behalf of the Mortgagor or by or on behalf of Lender shall bind and inure to the benefit of their respective heirs, administrators, executors, successors, assigns, distributees, and legal and personal representatives, whether so expressed or not. Notwithstanding the foregoing, the Mortgagor shall not be entitled to assign any of its rights, titles, and interests hereunder, or to delegate any of its obligations, liabilities, duties, or responsibilities hereunder, and will not permit any such assignment or delegation to occur (voluntarily or involuntarily, or directly or indirectly), without the prior written consent of the Lender.

5.02 Headings. The headings of the articles, sections, paragraphs and subdivisions of this Mortgage are for convenience of reference only, are not to be considered a part hereof, and shall not limit or otherwise affect any of the terms hereof. "Herein," "hereby," "hereunder," "hereof," and other equivalent words or phrases refer to this Mortgage and not solely to the particular portion thereof in which any such word or phrase is used, unless otherwise clearly indicated by the context.

5.03 Gender; Number. Whenever the context so requires, the masculine includes the feminine and neuter, the singular includes the plural, and the plural includes the singular.

5.04 Invalid Provisions to Affect No Others. In case any one or more of the covenants, agreements, terms or provisions contained in this Mortgage, in the Note, in any of the other Loan Documents, or in the Other Indebtedness Instruments shall be invalid, illegal or unenforceable in any respect, the validity of the remaining covenants, agreements, terms or provisions contained herein, and in the Note, in the other Loan Documents and in the Other Indebtedness Instruments shall be in no way affected, prejudiced or disturbed thereby.

5.05 Loan Documents. Wherever reference is made herein to this Mortgage, the Note, the Loan Documents, or the Other Indebtedness Instruments, such reference shall include all renewals, extensions, modifications and refinancings thereof.

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

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

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

(a)	Name of Mortgagor (Debtor):	MOULTON PROPERTIES, INC.
	Address of Mortgagor:	380 Lurton St. Pensacola, FL 32505
		MO'TEL, L.L.C.
		380 Lurton St. Pensacola, FL 32505

16
7350
13,300.00
7,600.00

OR BK 5335 PG1672
Escambia County, Florida
INSTRUMENT 2004-200406

NTG DOC STAMPS PD & ESC CO \$13300.00
01/30/04 ENNIE LEE NAGANA, CLERK

INTANGIBLE TAX PD & ESC CO \$7600.00
01/30/04 ENNIE LEE NAGANA, CLERK

This Instrument was Prepared By:
RICHARD M. COLBERT, ESQUIRE
CLARK, PARTINGTON, HART,
LARRY, BOND & STACKHOUSE
125 West Romana Street, Suite 800
Post Office Box 13010
Pensacola, Florida 32591-3010

STATE OF FLORIDA

COUNTY OF ESCAMBIA

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

THIS INDENTURE (herein this "Mortgage") made effective the 30th day of January, 2004, by and between and **MOULTON PROPERTIES, INC.**, a Florida corporation, and **MO'TEL, L.L.C.**, a Florida limited liability company (hereinafter collectively called the "Mortgagor or Borrower," in favor of **BANK OF PENSACOLA** (hereinafter called the "Mortgagee").

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

THE PROPERTY ENCUMBERED HEREBY IS NOT THE CONSTITUTIONAL HOMESTEAD OF BORROWER.

WITNESSETH:

WHEREAS, Mortgagor is justly indebted to Mortgagee on a loan (the "Loan") in the principal sum of **THREE MILLION EIGHT HUNDRED THOUSAND and NO/100 DOLLARS (\$3,800,000.00)**, or so much as may from time to time be disbursed thereunder, as evidenced by a promissory note of even date (the "Note"), payable to Mortgagee with interest thereon as provided therein.

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

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

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

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

-4-

[Acknowledgement page to Warranty Deed]

ERNIE LEE MAGAHA
Clerk of the Circuit Court
INSTRUMENT 2004-200405

STATE OF Michigan
COUNTY OF Wayne

The foregoing instrument was acknowledged before me this 26 day of January, 2004, by Del J. Lauria, the Executive Vice President of Slavik Suites, Inc., a Michigan corporation, in its capacity as General Partner of Pensacola Hotel Limited Partnership, a Florida limited partnership, who (X) is personally known to me, or () has shown me identification, and did *not* take an oath.

KIMBERELY M. CLABUESCH
NOTARY PUBLIC WAYNE CO., MI
MY COMMISSION EXPIRES Dec 7, 2007
ACTING IN OAKLAND COUNTY, MI

Kimberely M. Clabuesch
KIMBERELY M. CLABUESCH
(type/print name)
Commission No.: _____
My Commission expires: 12/7/07

STATE OF Michigan
COUNTY OF Wayne

The foregoing instrument was acknowledged before me this 26 day of January, 2004, by Del J. Lauria, an Authorized Representative of IRNM Hotel Investors, L.L.C., a Michigan limited liability company, on behalf of the limited liability company, who (X) is personally known to me, or () has shown me identification, and did *not* take an oath.

KIMBERELY M. CLABUESCH
NOTARY PUBLIC WAYNE CO., MI
MY COMMISSION EXPIRES Dec 7, 2007
ACTING IN OAKLAND COUNTY, MI

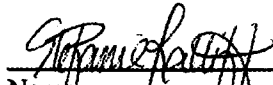
Kimberely M. Clabuesch
KIMBERELY M. CLABUESCH
(type/print name)
Commission No.: _____
My Commission expires: 12/7/07

-3-

[Signature page to Warranty Deed]

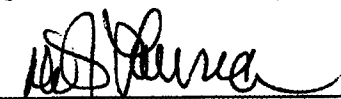
Signed, sealed and delivered in the
presence of:

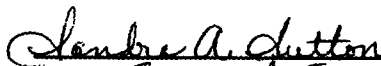

Name: SANDRA A. SUTTON


Name: STEFANIE RATLIFF

**FLORIDA HOTEL
LIMITED PARTNERSHIP**
a Florida limited partnership

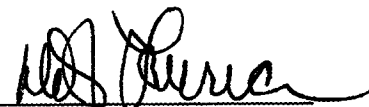
By: Slavik Suites, Inc.,
a Michigan corporation, General Partner

By: 
Name: Del J. Lauria
Title: Executive Vice President


Name: SANDRA A. SUTTON


Name: STEFANIE RATLIFF

IRNM HOTEL INVESTORS, L.L.C.
a Michigan limited liability company

By: 
Name: Del J. Lauria
Title: Authorized Representative

[Remainder of page intentionally left blank]

-2-

Said property is conveyed together with all and singular the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining, free from all exemptions.

And the said Grantor does hereby fully warrant the title to said Property, and will defend the same against the lawful claims of all persons whomsoever.

[Remainder of page intentionally left blank.]

This Instrument was Prepared By:
RICHARD M. COLBERT, ESQUIRE
CLARK, PARTINGTON, HART,
✓ LARRY, BOND & STACKHOUSE
125 West Romana Street, Suite 800
Post Office Box 13010
Pensacola, Florida 32591-3010

TAX PARCEL I.D.#: 381S30-2105-000-000

STATE OF FLORIDA

COUNTY OF ESCAMBIA

WARRANTY DEED

THIS INDENTURE, made this 30th day of January A.D. 2004, between **IRNM HOTEL INVESTORS, L.L.C.**, a Michigan limited liability company, and **PENSACOLA HOTEL LIMITED PARTNERSHIP**, a Florida limited partnership, (collectively, the "Grantor"), and **MO'TEL, L.L.C.**, a Florida limited liability company, whose address is P.O. Box 12524, Pensacola, Florida 32591, (the "Grantee"), witnesseth:

That the said Grantor, for Ten and No/100ths Dollars (\$10.00) and other good and valuable considerations, to the Grantor in hand paid by the Grantee, the receipt whereof is hereby acknowledged, has granted, bargained and sold to the said Grantee, its successors and assigns forever, that certain tract or parcel of real property situate, lying and being in Escambia County, Florida, and being more particularly described as follows (the "Property"):

Commencing at the Northeast corner of Government Lot 2, Section 38, Township 1 South, Range 30 West, Escambia County, Florida; thence S 00°00' E along the East line of said Lot 1143.00 feet; thence S 90°00' W 972.38 feet to Point of Beginning. Thence S 00°00' E, 438.00 feet; thence S 90°00' W, 643.00 feet to the East right of way line of Pensacola Blvd. (State Road 95, U.S. Highway 29) being on an arc of said road; thence Northwesterly along said Easterly right of way line being a curve having a radius of 5661.65 feet, a distance of 299.29 feet (chord being N 29°39'50" W, 299.26 feet); thence N 61°51'02" E, 150.00 feet; thence N 00°00' E, 107.20 feet; thence N 90°00' E 659.75 feet to Point of Beginning.

Said property is conveyed subject to:

- (i) taxes for the year 2004, which are not yet due and payable, and any taxes and assessments levied or assessed subsequent to the date hereof; and
- (ii) unrecorded easements, discrepancies or conflicts in boundary lines, shortages in area, subsurface conditions, encroachments and such state of facts as would be disclosed by a current, accurate and complete survey and inspection of the premises.

SOUTHERN GUARANTY TITLE COMPANY

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

PENSACOLA, FLORIDA 32503

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

Email: rcsgr@aol.com

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

CERTIFICATION: TITLE SEARCH FOR TDA

TAX DEED SALE DATE: 10-6-2014

TAX ACCOUNT NO.: 04-0805-000

CERTIFICATE NO.: 2012-2154

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.

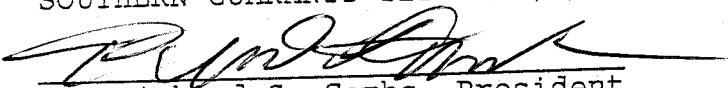
MO'TEL, LLC
P.O. Box 12524
Pensacola, FL 32591
and
380 Lurton St.
Pensacola, FL 32505
and
6550 Pensacola Blvd.
Pensacola, FL 32503

Stabilis Master Fund III, LLC
767 5th Ave., 12th Floor
New York, NY 10153

ECUA
9255 Sturdevant St.
Pensacola, FL 32514

Certified and delivered to Escambia County Tax Collector,
this 17th day of July, 2014.

SOUTHERN GUARANTY TITLE COMPANY


by: Richard S. Combs, President

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

**OWNERSHIP AND ENCUMBRANCE REPORT
CONTINUATION PAGE**

File No.: 11360

July 17, 2014

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

1. Mortgage executed by Moulton Properties, Inc. to Bank of Pensacola NKA Coastal Bank & Trust, dated 01/30/2004 and recorded in Official Record Book 5335 on page 1672 of the public records of Escambia County, Florida. given to secure the original principal sum of \$3,800,000.00. Amended and Restated Mortgage recorded in O.R. Book 6855, page 1008. Assignment to Stabilis Master Fund III, LLC recorded in O.R. Book 7117, page 1035. Subject to Modification and UCC-Financing Statements of record.
2. Boundary Line Agreement recorded in O.R. Book 7010, page 1566, and O.R. Book 7135, page 1367.
3. Utility Lien filed by ECUA recorded in O.R. Book 7184, page 1402.
4. Taxes for the year 2011-2013 delinquent. The assessed value is \$2,130,076.00. Tax ID 04-0805-000.

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.

**OWNERSHIP AND ENCUMBRANCE REPORT
LEGAL DESCRIPTION**

File No.: 11360

July 17, 2014

381S302105000000 - Full Legal Description

BEG AT NE COR OF GOVT LT 2 S ALG E LI OF LT 1143 FT W 972 38/100 FT FOR POB S 438 FT W 643 FT TO E R/W LI OF PENSACOLA BLVD (SR 95 US HWY 29) BEING ON ARC OF RD NWLY ALG SD ELY R/W LI (BEING CURVE HAVING RADIUS 5661 65/100 FT) 299 26/100 FT (CHORD DIST N 29 DEG 39 MIN 50 SEC W 299 26/100 FT) N 61 DEG 51 MIN 02 SEC E 150 FT N 107 20/100 FT E 659 75/100 FT TO POB OR 5335 P 1668 LESS OR 7010 P 1566 ENFINGER

Southern Guaranty Title Company

4400 Bayou Boulevard, Suite 13B

Pensacola, Florida 32503

Telephone: 850-478-8121

Facsimile: 850-476-1437

OWNERSHIP AND ENCUMBRANCE REPORT

File No.: 11360

July 17, 2014

Escambia County Tax Collector

P.O. Box 1312

Pensacola, Florida 32591

Pursuant to your request, the Company has caused a search to be made of the Public Records of Escambia County, Florida, solely as revealed by records maintained from 07-17-1994, through 07-17-2014, and said search reveals the following:

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

MO'TEL, LLC

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

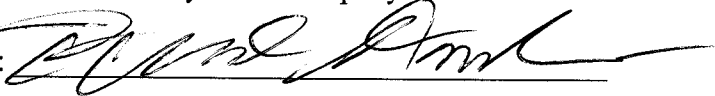
4. Taxes:

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 17, 2014

WARNING

THERE ARE UNPAID TAXES ON PROPERTY WHICH YOU OWN OR IN WHICH YOU HAVE A LEGAL INTEREST. THE PROPERTY WILL BE SOLD AT PUBLIC AUCTION ON October 6, 2014, UNLESS THE TAXES ARE PAID. SHOULD YOU NEED FURTHER INFORMATION CONTACT THE CLERK OF THE CIRCUIT COURT IMMEDIATELY AT THE COUNTY COURTHOUSE IN PENSACOLA, FLORIDA, OR CALL 850-595-3793.

NOTICE OF APPLICATION FOR TAX DEED

NOTICE IS HEREBY GIVEN, That **BRIDGE TAX LLC** – 447 US BANK holder of Tax Certificate No. **02154**, issued the 1st day of **June, A.D., 2012** has filed same in my office and has made application for a tax deed to be issued thereon. Said certificate embraces the following described property in the County of Escambia, State of Florida, to wit:

BEG AT NE COR OF GOVT LT 2 S ALG E LI OF LT 1143 FT W 972 38/100 FT FOR POB S 438 FT W 643 FT TO E R/W LI OF PENSACOLA BLVD (SR 95 US HWY 29) BEING ON ARC OF RD NWLY ALG SD ELY R/W LI (BEING CURVE HAVING RADIUS 5661 65/100 FT) 299 26/100 FT (CHORD DIST N 29 DEG 39 MIN 50 SEC W 299 26/100 FT) N 61 DEG 51 MIN 02 SEC E 150 FT N 107 20/100 FT E 659 75/100 FT TO POB OR 5335 P 1668 LESS OR 7010 P 1566 ENFINGER

SECTION 38, TOWNSHIP 1 S, RANGE 30 W

TAX ACCOUNT NUMBER 040805000 (14-684)

The assessment of the said property under the said certificate issued was in the name of

MOTEL LLC

Unless said certificate shall be redeemed according to law, the property described therein will be sold to the highest bidder at public auction at 9:00 A.M. on the **first Monday** in the month of **October**, which is the **6th day of October 2014**.

Dated this 4th day of September 2014.

In accordance with the AMERICANS WITH DISABILITIES ACT, if you are a person with a disability who needs special accommodation in order to participate in this proceeding you are entitled to the provision of certain assistance. Please contact Emily Hogg not later than seven days prior to the proceeding at Escambia County Government Complex, 221 Palafox Place Ste 110, Pensacola FL 32502. Telephone: 850-595-3793.

Post Property:

6550 PENSACOLA BLVD 32503



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

By:
Emily Hogg
Deputy Clerk

WARNING

THERE ARE UNPAID TAXES ON PROPERTY WHICH YOU OWN OR IN WHICH YOU HAVE A LEGAL INTEREST. THE PROPERTY WILL BE SOLD AT PUBLIC AUCTION ON October 6, 2014, UNLESS THE TAXES ARE PAID. SHOULD YOU NEED FURTHER INFORMATION CONTACT THE CLERK OF THE CIRCUIT COURT IMMEDIATELY AT THE COUNTY COURTHOUSE IN PENSACOLA, FLORIDA, OR CALL 850-595-3793.

NOTICE OF APPLICATION FOR TAX DEED

NOTICE IS HEREBY GIVEN, That **BRIDGE TAX LLC – 447 US BANK** holder of **Tax Certificate No. 02154**, issued the **1st day of June, A.D., 2012** has filed same in my office and has made application for a tax deed to be issued thereon. Said certificate embraces the following described property in the County of Escambia, State of Florida, to wit:

BEG AT NE COR OF GOVT LT 2 S ALG E LI OF LT 1143 FT W 972 38/100 FT FOR POB S 438 FT W 643 FT TO E R/W LI OF PENSACOLA BLVD (SR 95 US HWY 29) BEING ON ARC OF RD NWLY ALG SD ELY R/W LI (BEING CURVE HAVING RADIUS 5661 65/100 FT) 299 26/100 FT (CHORD DIST N 29 DEG 39 MIN 50 SEC W 299 26/100 FT) N 61 DEG 51 MIN 02 SEC E 150 FT N 107 20/100 FT E 659 75/100 FT TO POB OR 5335 P 1668 LESS OR 7010 P 1566 ENFINGER

SECTION 38, TOWNSHIP 1 S, RANGE 30 W

TAX ACCOUNT NUMBER 040805000 (14-684)

The assessment of the said property under the said certificate issued was in the name of

MOTEL LLC

Unless said certificate shall be redeemed according to law, the property described therein will be sold to the highest bidder at public auction at 9:00 A.M. on the **first Monday** in the month of October, which is the **6th day of October 2014**.

Dated this 4th day of September 2014.

In accordance with the AMERICANS WITH DISABILITIES ACT, if you are a person with a disability who needs special accommodation in order to participate in this proceeding you are entitled to the provision of certain assistance. Please contact Emily Hogg not later than seven days prior to the proceeding at Escambia County Government Complex, 221 Palafox Place Ste 110, Pensacola FL 32502. Telephone: 850-595-3793.



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

By:
Emily Hogg
Deputy Clerk

**STATE OF FLORIDA
COUNTY OF ESCAMBIA**

**CERTIFICATE OF NOTICE OF MAILING
NOTICE OF APPLICATION FOR TAX DEED**

CERTIFICATE # 02154 of 2012

I, PAM CHILDERS, CLERK OF THE CIRCUIT COURT OF ESCAMBIA COUNTY, FLORIDA, do hereby certify that I did on September 4, 2014, mail a copy of the foregoing Notice of Application for Tax Deed, addressed to:

MOTEL LLC PO BOX 12524 PENSACOLA, FL 32591	MOTEL LLC 380 LURTON ST PENSACOLA FL 32505
MOTEL LLC 6550 PENSACOLA BLVD PENSACOLA FL 32503	STABILIS MASTER FUND III LLC 767 5TH AVE 12TH FLOOR NEW YORK NY 10153
ECUA 9255 STURDEVANT ST PENSACOLA, FL 32514	

WITNESS my official seal this 4th day of September 2014.



PAM CHILDERS
CLERK OF THE CIRCUIT COURT
ESCAMBIA COUNTY, FLORIDA

By:
Emily Hogg
Deputy Clerk

WARNING

THERE ARE UNPAID TAXES ON PROPERTY WHICH YOU OWN OR IN WHICH YOU HAVE A LEGAL INTEREST. THE PROPERTY WILL BE SOLD AT PUBLIC AUCTION ON October 6, 2014, UNLESS THE TAXES ARE PAID. SHOULD YOU NEED FURTHER INFORMATION CONTACT THE CLERK OF THE CIRCUIT COURT IMMEDIATELY AT THE COUNTY COURTHOUSE IN PENSACOLA, FLORIDA, OR CALL 850-595-3793.

NOTICE OF APPLICATION FOR TAX DEED

NOTICE IS HEREBY GIVEN, That **BRIDGE TAX LLC – 447 US BANK** holder of **Tax Certificate No. 02154**, issued the **1st day of June, A.D., 2012** has filed same in my office and has made application for a tax deed to be issued thereon. Said certificate embraces the following described property in the County of Escambia, State of Florida, to wit:

BEG AT NE COR OF GOVT LT 2 S ALG E LI OF LT 1143 FT W 972 38/100 FT FOR POB S 438 FT W 643 FT TO E R/W LI OF PENSACOLA BLVD (SR 95 US HWY 29) BEING ON ARC OF RD NWLY ALG SD ELY R/W LI (BEING CURVE HAVING RADIUS 5661 65/100 FT) 299 26/100 FT (CHORD DIST N 29 DEG 39 MIN 50 SEC W 299 26/100 FT) N 61 DEG 51 MIN 02 SEC E 150 FT N 107 20/100 FT E 659 75/100 FT TO POB OR 5335 P 1668 LESS OR 7010 P 1566 ENFINGER

SECTION 38, TOWNSHIP 1 S, RANGE 30 W

TAX ACCOUNT NUMBER 040805000 (14-684)

The assessment of the said property under the said certificate issued was in the name of

MOTEL LLC

Unless said certificate shall be redeemed according to law, the property described therein will be sold to the highest bidder at public auction at 9:00 A.M. on the **first Monday** in the month of **October**, which is the **6th day of October 2014**.

Dated this 4th day of September 2014.

In accordance with the AMERICANS WITH DISABILITIES ACT, if you are a person with a disability who needs special accommodation in order to participate in this proceeding you are entitled to the provision of certain assistance. Please contact Emily Hogg not later than seven days prior to the proceeding at Escambia County Government Complex, 221 Palafox Place Ste 110, Pensacola FL 32502. Telephone: 850-595-3793.

Post Property:

6550 PENSACOLA BLVD 32503



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

Emily Hogg

By:
Emily Hogg
Deputy Clerk

ESCAMBIA COUNTY SHERIFF'S OFFICE
ESCAMBIA COUNTY, FLORIDA
NON-ENFORCEABLE RETURN OF SERVICE

14-684

Document Number: ECSO14CIV039916NON

Agency Number: 14-011957

Court: TAX DEED

County: ESCAMBIA

Case Number: CERT NO 02154 2012

Attorney/Agent:

PAM CHILDERS
CLERK OF COURT
TAX DEED

Plaintiff: RE: MOTEL LLC

Defendant:

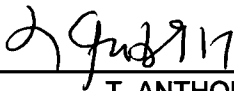
Type of Process: WARNING/NOTICE OF APPLICATION FOR TAX DEED

Received this Writ on 9/4/2014 at 3:01 PM and served same at 8:25 AM on 9/8/2014 in ESCAMBIA COUNTY, FLORIDA,
by serving POST PROPERTY , the within named, to wit: , .

POSTED TO PROPERTY PER INSTRUCTIONS FROM CLERK'S OFFICE.

DAVID MORGAN, SHERIFF
ESCAMBIA COUNTY, FLORIDA

By: _____



T. ANTHONY, CPS

Service Fee: \$40.00

Receipt No: BILL

Printed By: DLRUPERT

12TD 02/15/14

SENDER: CC		12/15/14 ION ON DELIVERY	
■ Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired. ■ Print your name and address on the reverse so that we can return the card to you. ■ Attach this card to the back of the mailpiece, or on the front if space permits.		A. Signature X <i>Joe Roman</i> ☐ Agent ☐ Addressee	
		B. Received by (Printed Name) <i>JOE ROMAN</i>	C. Date of Delivery <i>9-5-14</i>
1. Article Addressed to: ECUA [14-684] 9255 STURDEVANT ST PENSACOLA, FL 32514		D. Is delivery address different from item 1? ☐ Yes If YES, enter delivery address below: ☐ No	
		3. Service Type ☒ Certified Mail ☐ Express Mail ☐ Registered ☐ Return Receipt for Merchandise ☐ Insured Mail ☐ C.O.D.	
		4. Restricted Delivery? (Extra Fee) ☐ Yes	
2. Article Number (Transfer from service label)		7013 2630 0000 0141 9100	
PS Form 3811, February 2004		Domestic Return Receipt 102595-02-M-1540	

SENDER: COMPLETE 1		COMPLETE THIS SECTION ON DELIVERY	
■ Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired. ■ Print your name and address on the reverse so that we can return the card to you. ■ Attach this card to the back of the mailpiece, or on the front if space permits.		A. Signature X <i>Chloe Hermine</i> ☐ Agent ☒ Addressee	
		B. Received by (Printed Name)	C. Date of Delivery <i>9-5-14</i>
1. Article Addressed to: MOTEL LLC [14-684] PO BOX 12524 PENSACOLA, FL 32591		D. Is delivery address different from item 1? ☐ Yes If YES, enter delivery address below: ☒ No <i>Chloe Hermine</i>	
		3. Service Type ☒ Certified Mail ☐ Express Mail ☐ Registered ☐ Return Receipt for Merchandise ☐ Insured Mail ☐ C.O.D.	
		4. Restricted Delivery? (Extra Fee) ☐ Yes	
2. Article Number (Transfer from service label)		7013 2630 0000 0141 9063	
PS Form 3811, February 2004		Domestic Return Receipt 102595-02-M-1540	

SENDER: COM		ION ON DELIVERY	
■ Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired. ■ Print your name and address on the reverse so that we can return the card to you. ■ Attach this card to the back of the mailpiece, or on the front if space permits.		A. Signature X <i>Ashlynne E Hughes</i> ☐ Agent ☐ Addressee	
		B. Received by (Printed Name) <i>Ashlynne E Hughes</i>	C. Date of Delivery <i>9-5</i>
1. Article Addressed to: MOTEL LLC [14-684] 380 LURTON ST PENSACOLA FL 32505		D. Is delivery address different from item 1? ☐ Yes If YES, enter delivery address below: ☐ No	
		3. Service Type ☒ Certified Mail ☐ Express Mail ☐ Registered ☐ Return Receipt for Merchandise ☐ Insured Mail ☐ C.O.D.	
		4. Restricted Delivery? (Extra Fee) ☐ Yes	
2. Article Number (Transfer from service label)		7013 2630 0000 0141 9070	
PS Form 3811, February 2004		Domestic Return Receipt 102595-02-M-1540	

SENDER: C 1211

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

STABILIS MASTER FUND III LLC
[14-684]
767 5TH AVE 12TH FLOOR
NEW YORK NY 10153

A. Signature

J. Bates ☐ Agent ☒ Addressee

B. Received by (Printed Name)

J. Bates

C. Date of Delivery

9-9-17

D. Is delivery address different from item 1? ☐ Yes

If YES, enter delivery address below: ☐ No

3. Service Type

- ☒ Certified Mail ☐ Express Mail
☐ Registered ☐ Return Receipt for Merchandise
☐ Insured Mail ☐ C.O.D.

4. Restricted Delivery? (Extra Fee)

☐ Yes

2. Article Number

(Transfer from service label)

7013 2630 0000 0141 9094

PS Form 3811, February 2004

Domestic Return Receipt

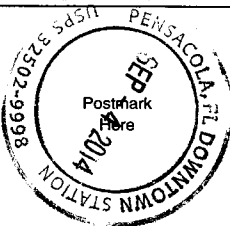
102595-02-M-1540

U.S. Postal Service
CERTIFIED MAIL™ RECEIPT
(Domestic Mail Only; No Insurance Coverage Provided)

For delivery information visit our website at www.usps.com

OFFICIAL USE

Postage	\$.49
Certified Fee	3.30
Return Receipt Fee (Endorsement Required)	2.70
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees	\$ 6.49



Sent To
 Street, Apt,
 or PO Box
 City, State

MOTEL LLC [14-684]
 PO BOX 12524
 PENSACOLA, FL 32591

PS Form

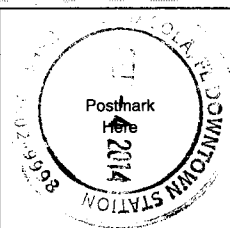
uctions

U.S. Postal Service
CERTIFIED MAIL™ RECEIPT
(Domestic Mail Only; No Insurance Coverage Provided)

For delivery information visit our website at www.usps.com

OFFICIAL USE

Postage	\$.49
Certified Fee	3.30
Return Receipt Fee (Endorsement Required)	2.70
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees	\$ 6.49



Sent To
 Street,
 or PO Box
 City, State

ECUA [14-684]
 9255 STURDEVANT ST
 PENSACOLA, FL 32514

PS Form

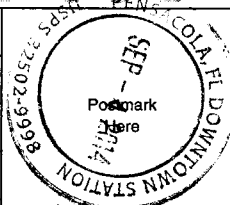
uctions

U.S. Postal Service
CERTIFIED MAIL™ RECEIPT
(Domestic Mail Only; No Insurance Coverage Provided)

For delivery information visit our website at www.usps.com

OFFICIAL USE

Postage	\$.49
Certified Fee	3.30
Return Receipt Fee (Endorsement Required)	2.70
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees	\$ 6.49



Sent To
 Street,
 or PO Box
 City, State

MOTEL LLC [14-684]
 6550 PENSACOLA BLVD
 PENSACOLA FL 32503

PS Form

uctions

7013 2630 0000 0141 9094

Sent To
 Street,
 or PO Box
 City, State

STABILIS MASTER FUND III LLC
 [14-684]
 767 5TH AVE 12TH FLOOR
 NEW YORK NY 10153

Postage	\$.49
Certified Fee	3.30
Return Receipt Fee (Endorsement Required)	2.70
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees	\$ 6.49



U.S. Postal Service
CERTIFIED MAIL™ RECEIPT
(Domestic Mail Only; No Insurance Coverage Provided)

For delivery information visit our website at www.usps.com

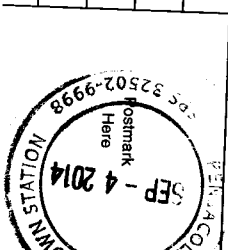
OFFICIAL USE

7013 2630 0000 0141 9070

Sent To
 Street,
 or PO Box
 City, State

MOTEL LLC [14-684]
 380 LURTON ST
 PENSACOLA FL 32505

Postage	\$.49
Certified Fee	3.30
Return Receipt Fee (Endorsement Required)	2.70
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees	\$ 6.49



U.S. Postal Service
CERTIFIED MAIL™ RECEIPT
(Domestic Mail Only; No Insurance Coverage Provided)

For delivery information visit our website at www.usps.com

OFFICIAL USE