

TAX COLLECTOR'S CERTIFICATION

**Application
Date / Number
Jul 7, 2014 / 140660**

This is to certify that the holder listed below of Tax Sale Certificate Number **2012 / 7653.0000** , issued the **1st** day of **June, 2012**, and which encumbers the following described property located in the County of Escambia, State of Florida to wit: **Parcel ID Number: 11-0098-645**

Certificate Holder:
CAP ONE AS COLL ASSN RMCTL2013
PO BOX 54426
NEW ORLEANS, LOUISIANA 70154

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

Legal Description:

BEG AT NW COR OF N 1/2 OF SE 1/4 OF SEC ELY ALG N LI OF SE 1/4 1320 FT 88 DEG 00 MIN 21 SEC RT 930 78/100 FT TO N LI OF CHEMSTRAND RD (66 FT R/W) 85 ...

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	7653.0000	06/01/12	\$690.74	\$0.00	\$130.95	\$821.69

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

Cert. Year	Certificate Number	Date of Sale	Face Amt	T/C Fee	Interest	Total
2014	6535.0000	06/01/14	\$564.24	\$6.25	\$28.21	\$598.70
2013	7043.0000	06/01/13	\$623.14	\$6.25	\$45.44	\$674.83

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

\$2,095.22
\$0.00
\$250.00
\$75.00
\$2,420.22
\$2,420.22
\$6.25

*Done this 7th day of July, 2014

TAX COLLECTOR, ESCAMBIA COUNTY, FLORIDA

By 

Date of Sale: Apr 6 2015

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

FORM 513
(r.12/00)

TAX COLLECTOR'S CERTIFICATION

APPLICATION DATE

7/7/2014

FULL LEGAL DESCRIPTION
Parcel ID Number: 11-0098-645

July 11, 2014
Tax Year: 2011
Certificate Number: 7653.0000

BEG AT NW COR OF N 1/2 OF SE 1/4 OF SEC ELY ALG N LI OF SE 1/4 1320 FT 88 DEG 00 MIN 21 SEC RT 930
78/100 FT TO N LI OF CHEMSTRAND RD (66 FT R/W) 85 DEG 52 MIN 21 SEC LEFT AND ALG SD N LI 380 FT 94 DEG
04 MIN 55 SEC LEFT 519 FT FOR POB CONT ALG SAME LI 73 03/100 FT 87 DEG 23 MIN 05 SEC LEFT 85 93/100 FT
88 DEG 00 MIN LEFT 73 FT 92 DEG 00 MIN LEFT 91 81/100 FT TO POB OR 4268 P 322

Notice to Tax Collector of Application for Tax Deed

TO: Tax Collector of Escambia County

In accordance with Florida Statutes, I,

**CAP ONE AS COLL ASSN RMCTL2013
PO BOX 54426
NEW ORLEANS, Louisiana, 70154**

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
7653.0000	11-0098-645	06/01/2012	BEG AT NW COR OF N 1/2 OF SE 1/4 OF SEC ELY ALG N LI OF SE 1/4 1320 FT 88 DEG 00 MIN 21 SEC RT 930 78/100 FT TO N LI OF CHEMSTRAND RD (66 FT R/W) 85 DEG 52 MIN 21 SEC LEFT AND ALG SD N LI 380 FT 94 DEG 04 MIN 55 SEC LEFT 519 FT FOR POB CONT ALG SAME LI 73 03/100 FT 87 DEG 23 MIN 05 SEC LEFT 85 93/100 FT 88 DEG 00 MIN LEFT 73 FT 92 DEG 00 MIN LEFT 91 81/100 FT TO POB OR 4268 P 322

2013 TAX ROLL

GRAAL PROPERTIES INC
PO BOX 9886
PENSACOLA , Florida 32513

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

rmctl2013 (Matt Sheehan)
Applicant's Signature

07/07/2014
Date

Southern Guaranty Title Company

4400 Bayou Boulevard, Suite 13B

Pensacola, Florida 32503

Telephone: 850-478-8121

Facsimile: 850-476-1437

OWNERSHIP AND ENCUMBRANCE REPORT

File No.: 11885

January 22, 2015

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 01-22-1995, through 01-22-2015, and said search reveals the following:

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

Graal Properties, Inc.

2. The land covered by this Report is:

LEGAL DESCRIPTION IS ATTACHED HERETO AND MADE A PART HEREOF

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

SEE CONTINUATION PAGE ATTACHED HERETO AND MADE A PART HEREOF

4. Taxes:

SEE CONTINUATION PAGE ATTACHED HERETO AND MADE A PART HEREOF

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

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

Southern Guaranty Title Company

By: 

January 22, 2015

**OWNERSHIP AND ENCUMBRANCE REPORT
LEGAL DESCRIPTION**

File No.: 11885

January 22, 2015

131N304001017001 - Full Legal Description

BEG AT NW COR OF N 1/2 OF SE 1/4 OF SEC ELY ALG N LI OF SE 1/4 1320 FT 88 DEG 00 MIN 21 SEC RT 930
78/100 FT TO N LI OF CHEMSTRAND RD (66 FT R/W) 85 DEG 52 MIN 21 SEC LEFT AND ALG SD N LI 380 FT 94
DEG 04 MIN 55 SEC LEFT 519 FT FOR POB CONT ALG SAME LI 73 03/100 FT 87 DEG 23 MIN 05 SEC LEFT 85
93/100 FT 88 DEG 00 MIN LEFT 73 FT 92 DEG 00 MIN LEFT 91 81/100 FT TO POB OR 4268 P 322

**OWNERSHIP AND ENCUMBRANCE REPORT
CONTINUATION PAGE**

File No.: 11885

January 22, 2015

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

1. Mortgage executed by Graal Properties, Inc. to Compass Bank, dated 05/08/1998 and recorded in Official Record Book 4268 on page 322 of the public records of Escambia County, Florida. given to secure the original principal sum of \$274,000.00. UCC-1 Financing Statement recorded in O.R. Book 6388, page 690, and O.R. Book 7064, page 1652. NOTE: Mortgage encumbers several parcels.
2. Mortgage executed by Graal Properties, Inc. to Compass Bank, dated 11/02/2001 and recorded in Official Record Book 4810 on page 353 of the public records of Escambia County, Florida. given to secure the original principal sum of \$89,629.12. NOTE: Mortgage encumbers several parcels.
3. Code Enforcement Lien filed by Escambia County recorded in O.R. Book 6258, page 1678.
4. Taxes for the year 2011-2013 delinquent. The assessed value is \$22,263.00. Tax ID 11-0098-645.

PLEASE NOTE THE FOLLOWING:

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

SOUTHERN GUARANTY TITLE COMPANY

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

PENSACOLA, FLORIDA 32503

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

Email: rcsgr@aol.com

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

CERTIFICATION: TITLE SEARCH FOR TDA

TAX DEED SALE DATE: 4-6-2015

TAX ACCOUNT NO.: 11-0098-645

CERTIFICATE NO.: 2012-7653

In compliance with Section 197.256, Florida Statutes, the following is a list of names and addresses of those persons, firms and/or agencies having legal interest in or claim against the above described property. The above referenced tax sale certificate is being submitted as proper notification of tax deed sale.

YES NO

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

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

Compass Bank
10060 Skinner Lake Dr.
Jacksonville, FL 32246

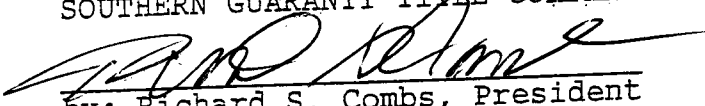
Unknown Tenants
1330 Lake Dr.
Cantonment, FL 32533

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

Compass Bank
5055 Bayou Blvd.
Pensacola, FL 32503

Certified and delivered to Escambia County Tax Collector,
this 23rd day of January, 2015.

SOUTHERN GUARANTY TITLE COMPANY


By: Richard S. Combs, President

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

25+3.00
2310.00

OR BK 4268 P60322
Escambia County, Florida
INSTRUMENT 98-491738

DEED DOC STAMPS PD @ ESC CO \$2310.00

06/11/98 EMILIE LEE HARRIS, CLERK

By: Sally Arnold

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

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

GENERAL CORPORATION WARRANTY DEED

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

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

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

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

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

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

WITNESSES:

PANZACOLA HOLDING, INC.
a Florida corporation

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

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


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

(CORPORATE SEAL)

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 8th day of May, 1998, by JOHN A. PARKIN, President of PANZACOLA HOLDING, INC. a Florida corporation, on behalf of the corporation.

~~Produced Pursuant to Court Order~~ Produced & drivers license as identification

 **JACQUELYN P. BOOZER**
NOTARY PUBLIC-STATE OF FL.
COMMISSION EXP. OCT 30, 2000
COMM. NO. C6597617

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

EXHIBIT "A" CONTINUED

PAGE 4 of 5

AND

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

AND

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

AND

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

AND

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

AND

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



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

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

INTANGIBLE TAX PD @ ESC CO \$ 548.00
06/11/98 ERNIE LEE, MAGNANO CLERK
By: Sallie Ann

STATE OF FLORIDA
COUNTY OF ESCAMBIA

734 9.50
959.00
548.00

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

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

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

WITNESSETH:

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

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

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

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

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

LOAN NO. _____ (Rev. 11/93)	THIS INSTRUMENT RICHARD M. COLBERT, ESQUIRE PREPARED BY: CLARK, PARTINGTON, HART, LARRY, BOND, STACKHOUSE & STONE Post Office Box 13010 Pensacola, Florida 32501-3010
------------------------------------	-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

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

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

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

- (a) **Name of Borrower (Debtor):** GRAAL PROPERTIES, INC.,
Address of Borrower: Post Office Box 9886
Pensacola, Florida 32503
- (b) **Name of Lender (Secured Party):** COMPASS BANK
Address of Lender: 5065 Bayou Boulevard
Pensacola, Florida 32503
Attn: Jack R. Hays
- (c) **Record Owner of Real Estate described on Exhibit A hereto:** BORROWER

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

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

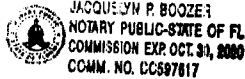
BORROWER (Mortgagor, Debtor):

GRAAL PROPERTIES, INC.
a Florida corporation

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

STATE OF FLORIDA
COUNTY OF ESCAMBIA

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



Jacquelyn P. Booze
NOTARY PUBLIC

EXHIBIT "A" CONTINUED

PAGE 4 of 5

AND

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

AND

Commencing at the Northwest corner of the North 1/2 of the S.E. 1/4 of Section 13, T-1-N, R-30-W, Escambia County, Florida; thence run Easterly along the North line of the S.E. 1/4 of said section for 1632.93 feet, thence 108°-46'-47" right for 145.9 feet, thence 16°-06'-47" left for 13.67 feet to the Point of Beginning, thence continue along the same line for 100 feet, thence 92° right for 150 feet, thence 88°-45'-35" right for 116.9 feet, thence 97°-43'-25" right for 150 feet to the Point of Beginning.

AND

Commencing at the Northwest corner of the North 1/2 of the S.E. 1/4 of Section 13, T-1-N, R-30-W, Escambia County, Florida; thence run Easterly along the North line of the S.E. 1/4 of said section for 1632.93 feet, thence 108°-46'-47" right for 59.1 feet to the Point of Beginning; thence continue along the same line for 86.79 feet, thence 16°-06'-47" left for 13.67 feet, thence 98°-29' right for 150 feet, thence 95°-27'-19" right for 100 feet, thence 84°-32'-41" right for 150 feet to the Point of Beginning.

AND

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

AND

Commencing at the Northwest corner of the North 1/2 of the S.E. 1/4 of Section 13, T-1-N, R-30-W, Escambia County, Florida; thence run Easterly along the North line of the S.E. 1/4 for 1320.00 feet; thence 88°-00'-21" right for 930.78 feet to the North line of Chemstrand Road (66 foot R/W), thence 85°-52'-21" left and along said North line for 380 feet, thence 94°-04'-55" left for 519 feet to the Point of Beginning; thence continue along the same line for 73.03 feet, thence 87°-23'-05" left for 85.93 feet, thence 83°-00' left for 73 feet, thence 92°-00' left for 91.51 feet to the Point of Beginning.

MTG DOC STAMPS PD @ ESC CO \$ 313.95
11/30/01 EMILIE LEE WISNIA, CLERK
By: L. B. Little

INTANGIBLE TAX PD @ ESC CO \$ 179.38
11/30/01 EMILIE LEE WISNIA, CLERK
By: L. B. Little

*Doc. Stamp
Entang. Tax
Recording*
\$ 313.95
\$ 179.38
\$ 51.00

COMMERCIAL MORTGAGE

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

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

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

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

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

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

INTEREST RATE	PRINCIPAL AMOUNT/ CREDIT LIMIT	FUNDING/ AGREEMENT DATE	MATURITY DATE	CUSTOMER NUMBER	LOAN NUMBER
FIXED	\$89,692.12	11/02/01	11/05/06		2434970

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

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

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

2. FUTURE ADVANCES. This Mortgage shall secure not only existing indebtedness, but also such future advances, whether such advances are obligatory or to be made at the option of Lender or otherwise, as are made within twenty (20) years from the date hereof, to the same extent as if such future advances were made on the date of the execution of this Mortgage, but such secured indebtedness shall not exceed at any time the maximum principal amount of \$89,692.12

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

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

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

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

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

AND

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

AND

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

AND

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

AND

Commencing at the Northwest corner of the North 1/2 of the S.E. 1/4 of Section 13, T-1-N, R-30-W, Escambia County, Florida; thence run Easterly along the North line of the S.E. 1/4 for 1320.00 feet; thence 83°-00'-21" right for 930.78 feet to the North line of Chemstrand Road (66-foot R/W), thence 85°-52'-21" left and along said line for 380 feet, thence 94°-04'-55" left for 372.98 feet to the Point of Beginning; thence continue along the same line for 66 feet, thence 86°-49' left for 99.58 feet, thence 78°-15'-05" left for 65.44 feet, thence 100°-31' left for 116.59 feet to the Point of Beginning.

AND

Commencing at the Northwest corner of the North 1/2 of the S.E. 1/4 of Section 13, T-1-N, R-30-W, Escambia County, Florida; thence run Easterly along the North line of the S.E. 1/4 for 1320.00 feet; thence 88°-00'-21" right for 930.78 feet to the North line of Chemstrand Road (66 foot R/W), thence 85°-52'-21" left and along said North line for 380 feet, thence 94°-04'-55" left for 519 feet to the Point of Beginning; thence continue along the same line for 73.03 feet, thence 87°-23'-05" left for 85.93 feet, thence 86°-03' left for 73 feet, thence 92°-01' left for 91.81 feet to the Point of Beginning.

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

ESCAMBIA COUNTY, FLORIDA

Vs.

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

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

ORDER

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

has occurred and continues.

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

If you fail to fully correct the violation within the time required, you will be assessed a fine of \$ 50⁰⁰ per day, commencing January 7, 2008. This daily fine shall continue until this violation is abated and the violation brought into compliance or until as otherwise provided by law. Immediately upon your full correction of this violation, you should contact the Escambia County Environmental Enforcement Office in writing to request that they immediately inspect the property to make an official determination of whether the violation has been abated and brought into compliance.

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

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

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

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

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

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

DONE AND ORDERED at Escambia County, Florida on this the 29th day of

November, 2007.



G. Thomas Smith
Special Magistrate
Office of Environmental Enforcement

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

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

