and Sheriff's costs, if applicable.

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

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

Applicant's signature

04-27-2017 Application Date

SEC E 211 51/100 FT S 55 DEG 10 MIN 17 SEC W 122 6/100 FT S 54 DEG 48 MIN 41 SEC E 507 20/100 FT FOR POB N 71 DEG 50 MIN 59 SEC E 227 95/100 FT TO PT ON CURVED WLY R/W LI OF W ST (90 FT R/W) SWLY ALG RW OF ARC OF CURVE **CONCAVE SELY RADIUS 931 47/100 FT** (DELTA ANG 17 DEG 29 MIN 21 SEC CH BRG S 28 DEG 28 MIN 6 SEC W CH DIST 283 22/100 FT) ARC DIST 284 32/100 FT DEPARTING R/W LI NWLY ALG ARC OF **CURVE CONCAVE SWLY RADIUS 25 FT** (DELTA ANG 74 DEG 30 MIN 7 SEC CH BRG N 17 DEG 30 MIN 7 SEC W CH DIST 30 27/100 FT) ARC DIST 32 51/100 FT TO PT N 54 DEG 46 MIN 41 SEC W 204 69/100 FT N 71 DEG 50 MIN 59 SEC E 99 69/100 FT TO POB OR 4507 P 1538 OR 4594 P 174 LESS OR 4594 P 124 MOTION PICTURES LESS OR 5049 P 1521 RAVE MOTION PICTURES PENSACOLA LLC AND BEG AT INTER OF N LI OF SEC & WLY RW LI OF SR #95 S 22 DEG 3 MIN 0 SEC E ALG R/W 250 FT S 58 DEG 21 MIN 41 SEC W 352 FT S 31 DEG 38 MIN 19 SEC E 155 05/100 FT S 13 DEG 33 MIN 19 SEC E 33 07/100 FT S 57 DEG 31 MIN 11 SEC W 1034 97/100 FT TO ELY R/W LI OF RR N 15 DEG 44 MIN 1 SEC ALG R/W 442 56/100 FT N 39 DEG 2 MIN 16 SEC E 216 52/100 FT TO SLY R/W LI OF ANITA AVE ELY ALG R/W & ARC OF CURVE CONCAVE TO N RADIUS 66 FT (DELTA ANG 53 DEG 47 MIN 54 SEC CH BRG N 84 DEG 15 MIN 57 SEC E CH DIST 59 72/100 FT) ARC DIST 61 97/100 FT TO PT OF CURVE N 57 DEG 22 MIN 0 SEC E ALG SLY R/W LI 733 80/100 FT S 32 DEG 34 MIN 0 SEC E 71 70/100 FT TO N LI OF SEC N 57 DEG 33 MIN 30 SEC E ALG N LI 289 29/100 FT TO POB OR 4594 P 174 AND BEG INTERSECT OF N LI OF SEC & WLY R/W OF SR #95 (PENSACOLA BLVD 200 FT R/W) S 22 DEG 3 MIN 0 SEC E ALG R/W 694 26/100 FT S 58 DEG 36 MIN 49 SEC W 221 56/100 FT S 31 DEG 23 MIN 30 SEC E 136 48/100 FT S 57 DEG 33 MIN 36 SEC W 166 78/100 FT N 68 DEG 2 MIN 19 SEC W 228 2/100 FT N 13 DEG 35 MIN 29 SEC W 150 44/100 FT FOR POB CONT N 13 DEG 35 MIN 29 SEC W 96 17/100 FT N 57 DEG 24 MIN 59 SEC E 194 61/100 FT S 13 DEG 37 MIN 18 SEC E 100 40/100 FT S 58 DEG 36 MIN 25 SEC W 193 32/100 FT TO POB OR 4568 P 1727 OR 4594 P 174

I agree to:

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

24 DEG 13 MIN 45 SEC E ALG WLY R/W LI 249 88/100 FT TO SELY COR OF PARCEL IN OR 2718 P 771 FOR POB CONT ALG WLY R/W LI S 24 DEG 13 MIN 45 SEC W 46 52/100 FT DEPARTING R/W LI N 86 DEG 38 MIN 15 SEC W TO SLY BOUNDARY LI OF OR 2718 P 771 A DIST OF 74 47/100 FT ALG SLY BOUNDARY LI N 56 DEG 10 MIN 56 SEC E 66 93/100 FT TO POB AND LESS BEG AT INTERSECT OF WLY R/W LI OF SR 95 (US HWY 29 PENSACOLA BLVD 200 FT R/W)AND N LI OF SEC 39 S 24 DEG 13 MIN 45 SEC E ALG WLY R/W LI 249 88/100 FT TO SELY COR OF PARCEL IN OR 2718 P 772 DEPARTING WLY R/W LI S 56 DEG 10 MIN 56 SEC W ALG SLY BOUNDARY LI OF OR 2718 P 771 FOR 241 63/100 FT FOR POB S 33 DEG 49 MIN 4 SEC E 138 FT S 56 DEG 10 MIN 56 SEC W TO PT OF INTERSECT WITH ELY BOUNDARY LI OF OR 2718 P 771 A DIST OF 110 37/100 FT ALG ELY BOUNDARY LI N 33 DEG 49 MIN 4 SEC W TO SLY BOUNDARY LI 136 FT N 56 DEG 10 MIN 56 SEC E ALG SLY **BOUNDARY LI 110 37/100 FT TO POB AND** LESS BEG AT INTERSECT OF WLY RW LI OF US HWY 29 (SR 95 PENSACOLA BLVD 200 FT R/W) AND N LI OF SEC 39 S 24 DEG 13 MIN 45 SEC E ALG WLY R/W LI 822 29/100 FT DEPARTING WLY R/W LI S 56 DEG 14 MIN 15 SEC W ALG SLY **BOUNDARY LI OF PARCEL IN OR 2137 P** 648 TO A PT ON E LI OF SEC 39 S 15 DEG 35 MIN 37 SEC E ALG E LI 8 12/100 FT TO SLY BOUNDARY LI DEPARTING E LI S 55 DEG 23 MIN 43 SEC W ALG SLY BOUNDARY LI 277 26/100 FT N 70 DEG 13 MIN 13 SEC W ALG SLY BOUNDARY LI OF PARCEL IN OR 1954 P 364 FOR 217 90/100 FT FOR POB CONT ALG SLY BOUNDARY LI OF PARCEL IN OR 1954 P 364 N 70 DEG 13 MIN 13 SEC W 9 74/100 FT N 15 DEG 44 MIN 9 SEC W ALG WLY LI OF PARCEL IN OR 1954 P 364 FOR 151 38/100 FT DEPARTING WLY LI N 56 DEG 25 MIN 40 SEC E 48 84/100 FT S 33 DEG 34 MIN 2 SEC E 150 55/100 FT S 55 DEG 33 MIN 19 SEC W 89 40/100 FT TO POB AND LESS BEG AT INTERSECT OF WLY R/W LI OF SR 95 (US HWY 29 PENSACOLA BLVD 200 FT R/W) AND N LI OF SEC 39 S 24 DEG 13 MIN 45 SEC E ALG WLY R/W LI 249 88/100 FT TO OF INTERSECT WITH SLY LI OF PARCEL IN OR 2718 P 771 DEPARTING WLY RW LIS 56 DEG 10 MIN 56 SEC W ALG SLY BOUNDARY LI 352 FT S 33 DEG 49 MIN 4 SEC E ALG ELY LI 155 5/100 FT S 55 DEG 20 MIN 27 SEC W ALG SLY LI 170 27/100 FT TO PT ON NLY COR OF PARCEL IN OR 3887 P 419 DEPARTING SLY LI S 15 DEG 44 MIN 41 SEC E ALG ELY LI 210 FT DEPARTINT ELY LI S 55 DEG 10 MIN 17 SEC W 271 89/100 FT S 34 DEG 49 MIN 43

APPLICATION FOR TAX DEED

Section 197.502, Florida Statutes

Application Number: 1700269

To:	Tax Collector of_	ESCAMBIA COUNTY	, Florida
-----	-------------------	-----------------	-----------

I,

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

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

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

BEG AT INTERSECT OF WLY R/W LI OF SR 95 (US HWY 29 PENSACOLA BLVD 200 FT R/W) AND N LI OF SEC 39 S 24 DEG 13 MIN 45 SEC E ALG WLY R/W LI 39 84/100 FT FOR POB CONT ALG WLY R/W LI S 24 DEG 13 MIN 45 SEC E 256 56/100 FT DEPARTING R/W LI N 86 DEG 38 MIN 15 SEC W TO SLY BOUNDARY LI OF OR 2718 P 771 A DIST OF 74 31/100 FT ALG SLY BOUNDARY LI 56 DEG 10 MIN 56 SEC W 174 70/100 FT DEPARTING SLY BOUNDARY S 33 DEG 49 MIN 4 SEC E 123 25/100 FT S 56 DEG 10 MIN 56 SEC W 76 35/100 FT S 15 DEG 48 MIN 3 SEC E 132 79/100 FT S 56 DEG 25 MIN 40 SEC W 143 92/100 S 33 DEG 34 MIN 20 SEC E 150 55/100 FT S 55 DEG 33 MIN 19 SEC W 283 FT S 34 DEG 26 MIN 41 SEC E 169 18/100 FT S 55 DEG 10 MIN 18 SEC W 192 70/100 FT TO PC NLY ALG CURVE TO LEFT RADIUS 280 FT ARC DIST 342 9/100 FT (DELTA ANG 70 DEG 0 MIN 6 SEC CH DIST 321 21/100 FT CH BRG N 89 DEG 46 MIN 44 SEC W) S 55 DEG 13 MIN 13 SEC W 183 10/100 FT TO ELY R/W LI OF BURLINGTON NORTHERN RR (100 FT R/W) N 17 DEG 55 MIN 20 SEC W ALG ELY R/W LI 679 44/100 FT DEPARTING ELY R/W LI N 39 DEG 2 MIN 16 SEC E 216 52/100 FT TO SLY R/W LI OF ANITA AVE (66 FT R/W) NLY ALG CURVE TO LEFT RADIUS 66 FT ARC DIST 61 35/100 FT (DELTA ANG 53 DEG 15 MIN 47 SEC CH DIST 59 17/100 FT CH BRG N 83 DEG 47 MIN 33 SEC E TO PT N 57 DEG 22 MIN 0 SEC E 733 80/100 FT S 32 DEG 34 MIN 0 SEC E 71 70/100 FT N 55 DEG 22 MIN 45 SEC E 285 2/100 FT TO WLY R/W LI AND POB LESS BEG AT INTERSECT OF WLY R/W LI OF SR 95 (US HWY 29 PENSACOLA BLVD 200 FT R/W) AND N LI OF SEC 39 S 24 DEG 13 MIN 45 SEC E ALG WLY R/W LI 249 88/100 FT TO SELY COR OF PARCEL IN OR 2718 P 771 FOR POB CONT ALG WLY R/W LI S 24 DEG 13 MIN 45 SEC W 46 52/100 FT DEPARTING R/W LI N 86 DEG 38 MIN 15 SEC W TO SLY BOUNDARY LI OF OR 2718 P 771 A DIST OF 74 47/100 FT ALG SLY BOUNDARY LI N 56 DEG 10 MIN 56 SEC E 66 93/100 FT TO POB AND LESS BEG AT INTERSECT OF WLY R/W LI OF SR 95 (US HWY 29 PENSACOLA BLVD 200 FT R/W)AND N LI OF SEC 39 S 24 DEG 13 MIN 45 SEC E ALG WLY R/W LI 249 88/100 FT TO SELY COR OF PARCEL IN OR 2718 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17-487

Tax Collector's Certification

Tax Deed Application Number

1700269

Date of Tax Deed Application
Apr 27, 2017

This is to certify that PFS FINANCIAL 1, LLC U.S. BANK, CUSTODIAN/PFS FINAN

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

Cert Holder:

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

Property Owner:

SAMS FUN CITY INC 6709 PENSACOLA BLVD PENSACOLA, FL 32505

BEG AT INTERSECT OF WLY R/W LI OF SR 95 (US HWY 29 PENSACOLA BLVD 200 FT R/W) AND N LI OF SEC 39 S 2Full legal attached.

has surrendered same in my office and made written application for tax deed in accordance with Florida Statutes. I certify that the following tax certificates, interest, ownership and encumbrance report fee, and Tax Collector's fees have been paid, or if the certificate is held by the County, all appropriate fees have been deposited.

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

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

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

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

Amounts Certified by Tax Collector (Lines 1-7):	Total Amount Paid
1. Total of all Certificates in Applicant's Possession and Cost of the Certificates Redeemed by Applicant	79,842.59
2. Total of Delinquent Taxes Paid by Tax Deed Applicant	0.00
3. Total of Current Taxes Paid by Tax Deed Applicant	35943.16
4. Ownership and Encumbrance Report Fee	200.00
5. Tax Deed Application Fee	175.00
6. Total Interest Accrued by Tax Collector Pursuant to Section 197.542, F.S.	
7. Total (Lines 1 - 6)	116,160.75
Amounts Certified by Clerk of Court (Lines 8-15):	Total Amount Paid
8. Clerk of Court Statutory Fee for Processing Tax Deed	
9. Clerk of Court Certified Mail Charge	
10. Clerk of Court Advertising Charge	
11. Clerk of Court Recording Fee for Certificate of Notice	
12. Sheriff's Fee	
13. Interest Computed by Clerk of Court Pursuant to Section 197.542, F.S.	
14. Total (Lines 8 - 13)	
15. One-half Assessed Value of Homestead Property, if Applicable per F.S.	
16. Other Outstanding Certificates and Delinquent Taxes Not Included in this Application,	
17. Statutory (Opening) Bid; Total of Lines 7, 14, 15 (if applicable) and 16 (if	
18. Redemption Fee	6.25
19. Total Amount to Redeem	

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

Date of Sale: October 2, 2017

By Landice Leuk

*This certification must be surrendered to the Clerk of the Circuit Court no later than ten (10) days after this date. 04-0867-630 2015



Chris Jones Escambia County Property Appraiser

Real Estate Search Tangible Property Search Sale List Amendment 1/Portability Calculations

Imprv

\$1,243,780

\$1,193,288

\$1,187,512

Disclaimer

Amendment 1/Portability Calculations

★ File for New Homestead Exemption Online

Back

Year

2016

2015

2014

Assessments

Land

\$1,058,063

\$1,058,063

\$1,058,062

Navigate Mode

Account OReference

Printer Friendly Version

Cap Val

\$2,301,843

\$2,251,351

\$2,245,574

Total

\$2,301,843

\$2,251,351

\$2,245,574

General Information

Reference: 391S301105000004

Account:

040867630 SAMS FUN CITY INC

Owners:

6709 PENSACOLA BLVD

Mail:

PENSACOLA, FL 32505

Situs: Use Code: 6709 PENSACOLA BLVD 32505 TOURIST ATTRACTION P

Taxing

COUNTY MSTU

Authority:

Sales Data

08/2000 4594 174

Sale

Date

Open Tay Inquire Mindo

Tax Inquiry link courtesy of Scott Lunsford Escambia County Tax Collector

Book Page Value Type

12/1999 4507 1538 \$750,000 WD View Instr

05/1998 4262 34 \$250,000 WD View Instr

Official Records Inquiry courtesy of Pam Childers

Tax Inquiry: Open Tax Inquiry Window

2016 Certified Roll Exemptions

None

Official

Records

(New Window)

Legal Description

BEG AT INTERSECT OF WLY R/W LI OF SR 95 (US HWY 29 PENSACOLA BLVD 200 FT R/W) AND N LI OF SEC 39 S 24 DEG...

\$100 QC View Instr | ASPHALT PAVEM

ASPHALT PAVEMENT CANOPY

CHAINLINK FENCE CONCRETE PAVING CONCRETE WALKS

FRAME BUILDING

LIGHTS OPEN PORCH

POOL WOOD FENCE

Parcel Information

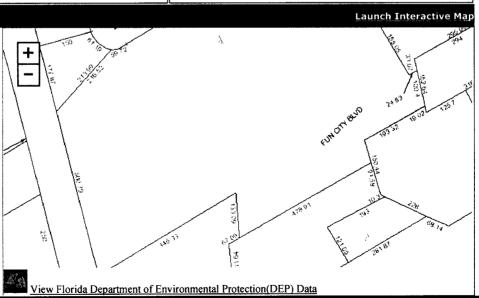
Comptroller

Section Map Id: 39-15-30-1

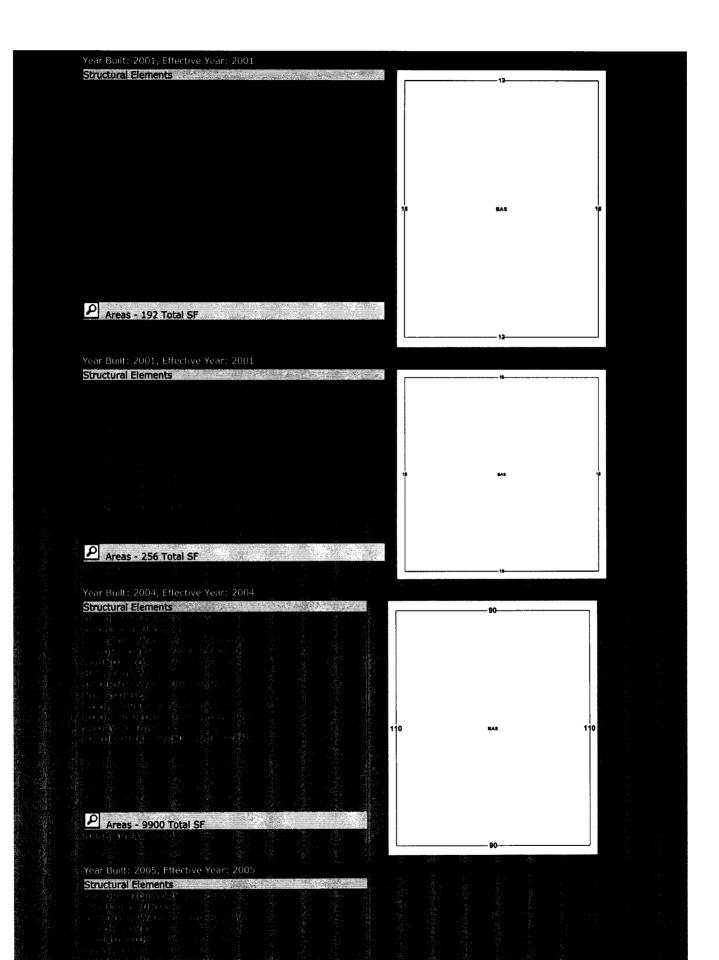
Approx. Acreage: 14.8500

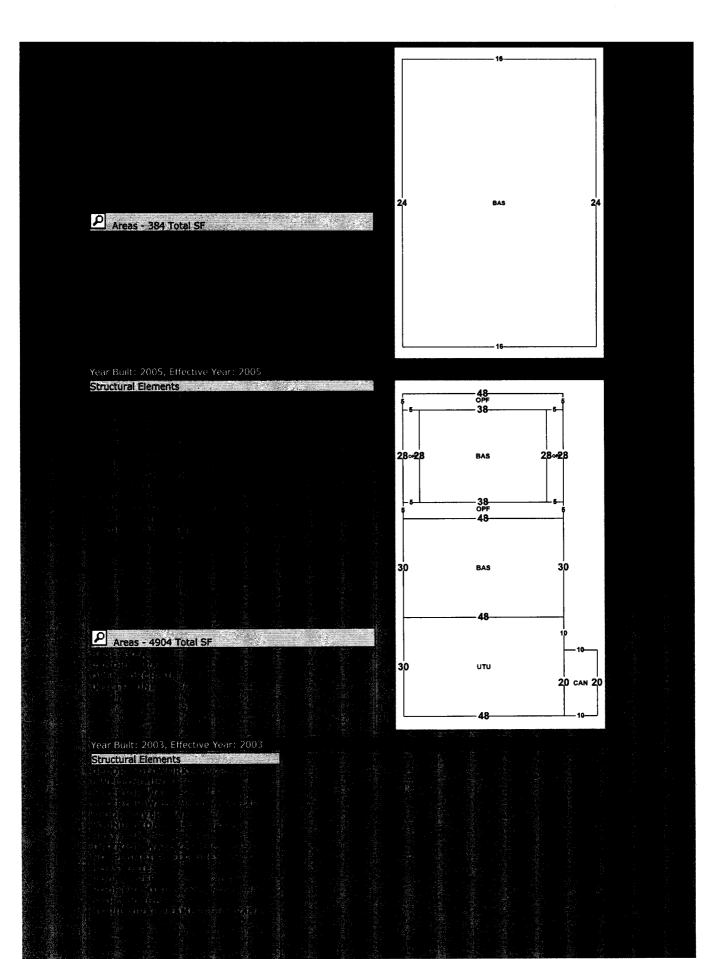
Zoned: P

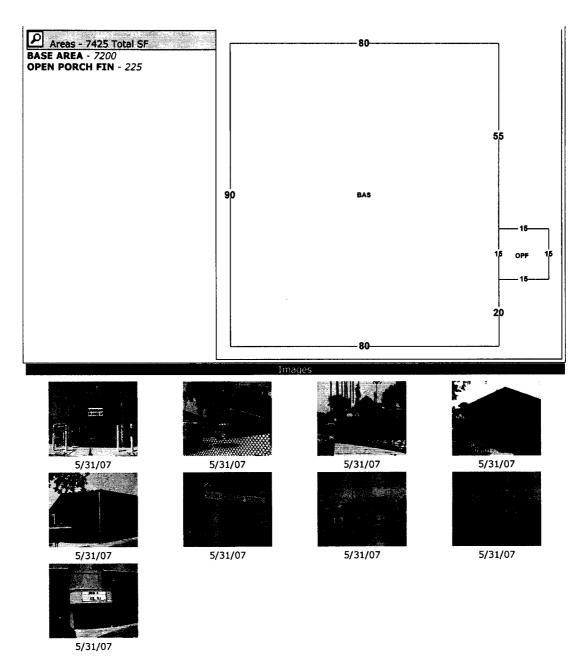
Evacuation & Flood Information Open Report



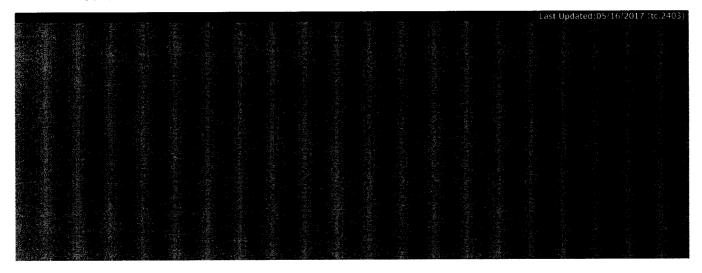
Buildings







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



PAM CHILDERS

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



COUNTY OF ESCAMBIA OFFICE OF THE CLERK OF THE CIRCUIT COURT

BRANCH OFFICES ARCHIVES AND RECORDS JUVENILE DIVISION CENTURY

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

PAM CHILDERS, CLERK OF THE CIRCUIT COURT Tax Certificate Redeemed From Sale

Account: 040867630 Certificate Number: 001776 of 2015

Multi Page Legal Description

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

Clerk's Check #	6659801141	Clerk's Total	\$490,50
Tax Collector Check #	1	Tax Collector's Total	\$126,621.47
		Postage	\$67.00
	TO COMMUNICATION CONTINUES	Researcher Copies	\$40.00
	Hildreds	Total Received	-\$127,211.97 \$ 110

\$118,046.16

PAM CHILDERS
Clerk of the Circuit

Received By: Deputy Clerk

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

PAM CHILDERS

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



COUNTY OF ESCAMBIA OFFICE OF THE CLERK OF THE CIRCUIT COURT

BRANCH OFFICES
ARCHIVES AND RECORDS
JUVENILE DIVISION
CENTURY

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

Case # 2015 TD 001776

Redeemed Date 05/24/2017

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

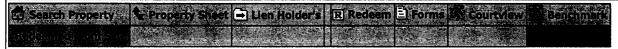
Clerk's Total = TAXDEED	\$490/ 50
Due Tax Collector = TAXDEED	\$126,621.47 \$118,046.16
Postage = TD2	\$60,00
ResearcherCopies = TD6	\$ 4 0 1 00

• For Office Use Only

Date Docket Desc Amount Owed Amount Due Payee I	Name
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ZENUM PERMISIASI

No Information Available - See Dockets





PAM CHILDERS CLERK OF THE CIRCUIT COURT ESCAMBIA COUNTY, FLORIDA

Tax Deed - Redemption Calculator
Account: 040867630 Certificate Number: 001776 of 2015

Multi Page Legal Description

Redemption Yes V	Application Date 04/27/2017	Interest Rate 18%	
	Final Redemption Payment ESTIMATED	Redemption Overpayment ACTUAL	
	Auction Date 10/02/2017	Redemption Date 05/24/2017	
Months	6	1	
Tax Collector	\$116,160.75	\$116,160.75	
Tax Collector Interest	\$10,454.47	\$1,742.41	
Tax Collector Fee	\$6.25	\$6.25	
Total Tax Collector	\$126,621.47	\$117,909.41	
Clerk Fee	\$130.00	\$130.00	
Sheriff Fee	\$120.00	\$120.00	
Legal Advertisement	\$200.00	\$200.00	
App. Fee Interest	\$40.50	\$6.75	
Total Clerk	\$490.50	\$456.75)	
Postage	\$60.00	\$0.00	
Researcher Copies	\$40.00	\$0.00	
Total Redemption Amount	\$127,211.97	\$118,366.16	
	Repayment Overpayment Refund Amount	\$8,845.81	

Notes



Pam Childers

Clerk of the Circuit Court and Comptroller, Escambia County

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

June 20, 2017

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

Dear Certificate Holder:

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

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

TOTAL \$1,377.00

Very truly yours,

PAM CHILDERS

Clerk of Circuit Court

By:

Emily Hogg

Tax Deed Division

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

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

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

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

Witnesses:

Mortgagor:

// Home A. I

inted Name of Witness)

(Printed Name of Witness)

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

Name: Richard D. Sanfilippo

Title: President

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

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

ARTICLE ONE DEFINITIONS

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

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

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

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

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

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

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

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

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

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

BK: 7703 PG: 869 Last Page

EXHIBIT B

PERMITTED ENCUMBRANCES

NONE

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

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

LESS & EXCEPT

(PARCEL N)

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

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

LESS & EXCEPT

(PARCEL X)

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

LESS & EXCEPT

(PARCEL FF)

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

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

LESS & EXCEPT

(PARCEL A)

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

LESS & EXCEPT

(PARCEL C)

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

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

LESS & EXCEPT:

(RAVE EXPANSION PARCEL)

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

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EXHIBIT A

PROPERTY DESCRIPTION

BEGIN AT THE INTERSECTION OF THE WESTERLY RIGHT OF WAY LINE OF STATE ROAD NO. 95 (U.S. HIGHWAY 29 - A.K.A. PENSACOLA BOULEVARD – 200' RIGHT OF WAY) AND THE NORTHLINE OF SECTION 39, TOWNSHIP I SOUTH, RANGE 30 WEST, ESCAMBIA COUNTY, FLORIDA, AS PER DECREE OF THE CIRCUIT COURT OF ESCAMBIA COUNTY, FLORIDA, FILED IN LIEN BOOK 7 AT PAGES 639-642 OF THE PUBLIC RECORDS OF ESCAMBIA COUNTY, FLORIDA, THENCE GO SOUTH 24 DEGREES 13 MINUTES 45 SECONDS EAST ALONG THE AFORESAID WESTERLY RIGHT OF WAY LINE A DISTANCE OF 295.52 FEET, THENCE DEPARTING THE AFORESAID WESTERLY RIGHT OF WAY GO NORTH 86 DEGREES 38 MINUTES 15 SECONDS WEST A DISTANCE OF 74.47 FEET TO THE SOUTHERLY BOUNDARY LINE OF A PARCEL OF LAND AS DESCRIBED IN OFFICIAL RECORDS BOOK 2718 AT PAGE 771 OF THE PUBLIC RECORDS OF ESCAMBIA COUNTY, FLORIDA, THENCE GO SOUTH 56 DEGREES 10 MINUTES 56 SECONDS WEST ALONG THE AFORESAID SOUTHERLY BOUNDARY LINE A DISTANCE OF 174.70 FEET, THENCE DEPARTING SAID SOUTHERLY BOUNDARY LINE GO SOUTH 33 DEGREES 49 MINUTES 04 SECONDS EAST A DISTANCE OF 123.25 FEET, THENCE GO SOUTH 56 DEGREES 10 MINUTES 56 SECONDS WEST A DISTANCE OF 75.28 FEET, THENCE GO SOUTH 15 DEGREES 44 MINUTES 04 SECONDS EAST A DISTANCE OF 133.35 FEET, THENCE GO SOUTH 56 DEGREES 25 MINUTES 40 SECONDS WEST A DISTANCE OF 144.43 FEET, THENCE GO SOUTH 33 DEGREES 34 MINUTES 20 SECONDS EAST A DISTANCE OF 150.55 FEET, THENCE GO SOUTH 55 DEGREES 33 MINUTES 19 SECONDS WEST A DISTANCE OF 283.82 FEET, THENCE GO SOUTH 34 DEGREES 26 MINUTES 41 SECONDS EAST A DISTANCE OF 169.18 FEET, THENCE GO SOUTH 55 DEGREES 10 MINUTES 18 SECONDS WEST A DISTANCE OF 192.70 FEET TO A POINT ON A CURVE, THENCE GO SOUTHWESTERLY ALONG THE ARC OF A CURVE CONCAVE SOUTHERLY HAVING A RADIUS OF 280,00 FEET (DELTA = 70 DEGREES 00 MINUTES 06 SECONDS, CHORD BEARING = NORTH 89 DEGREES 46 MINUTES 44 SECONDS WEST, CHORD DISTANCE = 321.21 FEET) FOR AN ARC DISTANCE OF 342.09 FEET TO THE POINT OF TANGENCY, THENCE GO SOUTH 55 DEGREES 13 MINUTES 13 SECONDS WEST A DISTANCE OF 183.10 FEET TO THE EASTERLY RIGHT OF WAY LINE OF THE ALABAMA AND GULF COAST RAILROAD (FORMERLY KNOWN AS BURLINGTON NORTHERN RAILROAD - 100' RIGHT OF WAY), THENCE GO NORTH 17 DEGREES 55 MINUTES 20 SECONDS WEST ALONG THE AFORESAID EASTERLY RIGHT OF WAY LINE A DISTANCE OF 680.48 FEET, THENCE DEPARTING THE AFORESAID EASTERLY RIGHT OF WAY LINE GO NORTH 36 DEGREES 51 MINUTES 31 SECONDS EAST A DISTANCE OF 216.62 FEET TO THE CURVED SOUTHERLY RIGHT OF WAY LINE OF ANITA AVENUE (66' RIGHT OF WAY), THENCE GO NORTHEASTERLY ALONG THE AFORESAID CURVED SOUTHERLY RIGHT OF WAY LINE ALONG THE ARC OF A CURVE CONCAVE NORTHERLY HAVING A RADIUS OF 66.00 FEET (DELTA = 53 DEGREES 47 MINUTES 55 SECONDS, CHORD BEARING - NORTH 82 DEGREES 05 MINUTES 12 SECONDS EAST, CHORD DISTANCE = 59.72 FEET) FOR AN ARC DISTANCE OF 61.97 FEET TO THE POINT OF TANGENCY, THENCE GO NORTH 55 DEGREES 11 MINUTES 15 SECONDS EAST ALONG THE AFORESAID SOUTHERLY RIGHT OF WAY LINE A DISTANCE OF 733.80 FEET, THENCE DEPARTING SAID SOUTHERLY RIGHT OF WAY LINE AND FOLLOWING THE BOUNDARY OF THE AFOREMENTIONED PARCEL OF LAND AS DESCRIBED IN OFFICIAL RECORDS BOOK 2718 AT PAGE 771 FOR THE FOLLOWING TWO COURSES, GO SOUTH 34 DEGREES 44 MINUTES 45 SECONDS EAST A DISTANCE OF 71.70 FEET, THENCE GO NORTH 55 DEGREES 21 MINUTES 20 SECONDS EAST A DISTANCE OF 289.54 FEET TO THE POINT OF BEGINNING. THE ABOVE DESCRIBED PARCEL OF LAND IS SITUATED IN SECTIONS 38 AND 39, TOWNSHIP 1 SOUTH, RANGE 30 WEST, ESCAMBIA COUNTY, FLORIDA.

LESS & EXCEPT

(RAVE PARCEL)

COMMENCE AT THE INTERSECTION OF THE WESTERLY RIGHT OF WAY LINE OF U.S. HIGHWAY 29 (STATE ROAD NUMBER 95, ALSO KNOWN AS PENSACOLA BOULEVARD, 200' RIGHT OF WAY) AND {01774331;v3}

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

7. U.S. SMALL BUSINESS ADMINISTRATION PROVISION:

SAM'S FUN CITY, INC. a Florida corporation

{01774331;v3}

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

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

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

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

Richard D. Sanfilippo, Presiden	
STATE OF FLORIDA)
COUNTY OF Escambia) ss.:)
The foregoing instrument was ackr Sanfilippo, as President of SAM'S	who has produced FL division as identification (check WYCOMMISSION # FF 184288 EXPIRES: March 27, 2019 Bonded Thru Bludgel Notary Services (Name hand printed, typed or rubber stamped)

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

This Mortgage shall secure not only existing indebtedness, but also such future advances, whether such advances are obligatory or to be made at the option of Mortgagee, or otherwise, as are made prior to the Maturity Date, to the same extent as if such future advances were made on the date of the execution of this Mortgage, but such secured indebtedness shall not exceed at any time the Loan, plus interest thereon, and any disbursements made for the payment of taxes, levies or insurance, together with interest on such disbursements. Any such future advances, whether obligatory or to be made at the option of the Mortgagee, or otherwise, may be made either prior to or after the due date of the Note or any other debts, obligations and liabilities secured by this Mortgage. This Mortgage is given for the specific purpose of securing any and all indebtedness of Mortgagor to Mortgagee (but in no event shall the secured indebtedness exceed at any time the maximum principal amount set forth in this paragraph) in whatever manner this indebtedness may be evidenced or represented, until this Mortgage is satisfied of record. All covenants and agreements contained in this Mortgage shall be applicable to all further advances made by Mortgagee to Mortgagor under this future advance clause.

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

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

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

Recorded in Public Records 4/28/2017 2:55 PM OR Book 7703 Page 845, Instrument #2017031429, Pam Childers Clerk of the Circuit Court Escambia County, FL Recording \$214.00 MTG Stamps \$9,100.00 Int. Tax \$5,200.00

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

Parcel ID #391S301105000004

MORTGAGE

OPEN-END MORTGAGE, SECURITY AGREEMENT AND FIXTURE FILING

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

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

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

RECITALS

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

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

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

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

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

SOUTHERN GUARANTY TITLE COMPANY

4400 BAYOU BLVD., SUITE 13-B, CORDOVA SQUARE PENSACOLA, FLORIDA 32503

TEL. (850) 478-8121

FAX (850) 476-1437

Email: rcsgt@aol.com

Scott Lunsford Escambia County Tax Collector P.O. Box 1312 Pensacola, FL 32591 CERTIFICATION: TITLE SEARCH FOR TDA TAX DEED SALE DATE: 10-2-2017 TAX ACCOUNT NO.: 04-0867-630 CERTIFICATE NO.: 2015-1776 In compliance with Section 197.256, Florida Statutes, the following is a list of names and addresses of those persons, firms and/or agencies having legal interest in or claim against the above described property. The above referenced tax sale certificate is being submitted as proper notification of tax deed sale. NO YES X Notify City of Pensacola, P.O. Box 12910, 32521 X Notify Escambia County, 190 Governmental Center, 32502 X Homestead for _____ tax year. Sam's Fun City, Inc. 6709 Pensacoal Blvd. Pensacola, FL 32505 Berkshire Bank 66 West St. Pittsfield, MA 01201 Coastal Bank and Trust 125 W. Romana St. Pensacola, FL 32502 Certified and delivered to Escambia County Tax Collector, this 7th day of July , 2017. SOUTHERN GUARANTY TITLE COMPANY

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

by: Richard S! Combs, President

OWNERSHIP AND ENCUMBRANCE REPORT CONTINUATION PAGE

File No.: 13718 July 6, 2017

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

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

PLEASE NOTE THE FOLLOWING:

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

OWNERSHIP AND ENCUMBRANCE REPORT LEGAL DESCRIPTION

File No.: 13718

391S301105000004 - Full Legal Description

July 6, 2017

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

Southern Guaranty Title Company

4400 Bayou Boulevard, Suite 13B Pensacola, Florida 32503

Telephone: 850-478-8121 Facsimile: 850-476-1437

hedgemed 17-487

OWNERSHIP AND ENCUMBRANCE REPORT

File No.: 13718

July 6, 2017

Escambia County Tax Collector P.O. Box 1312 Pensacola, Florida 32591

Pursuant to your request, the Company has caused a search to be made of the Public Records of Escambia County, Florida, solely as revealed by records maintained from 07-06-1997, through 07-06-2017, and said search reveals the following:

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

Sam's Fun City, Inc.

2. The land covered by this Report is:

LEGAL DESCRIPTION IS ATTACHED HERETO AND MADE A PART HEREOF

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

SEE CONTINUATION PAGE ATTACHED HERETO AND MADE A PART HEREOF

4. Taxes:

SEE CONTINUATION PAGE ATTACHED HERETO AND MADE A PART HEREOF

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

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

Southern Guaranty Title Company

By: And All

July 6, 2017