## **APPLICATION FOR TAX DEED**

Section 197.502, Florida Statutes

512 R. 12/16

Application Number: 1700140

To: Tax Collector of	ESCAMBIA COUNTY	_, Florida	
I, BRISINGER FUND 1, LL BRISINGER FUND 1, LL 1338 S. FOWELL DRIV SALT LAKE CITY, UT hold the listed tax certifi	.C /= #129 84108,	same to the Tay	Collector and make tax deed application thereon:
	,		concete, and make tax doos approached the
Account Number	Certificate No.	Date	Legal Description
11-1053-100	2015/7069	06-01-2015	SW1/4 OF SW1/4 OR 5255 P 69 LESS MINERAL RIGHTS
• redeem all ou	ent taxes, if due and utstanding tax certificates plus in usent and omitted taxes, plus in		·
	ollector's fees, ownership and e costs, if applicable.	ncumbrance repo	rt costs, Clerk of the Court costs, charges and fees,
Attached is the tax sale which are in my posse	• •	ation is based and	d all other certificates of the same legal description
Electronic signature of BRISINGER FUND 1 BRISINGER FUND 1 1338 S FOOTHILL D SALT LAKE CITY, UT	, LLC , LLC RIVE <b>#129</b>		<u>04-18-2017</u>
	Applicant's signature	<del></del>	Application Date

#### **Tax Collector's Certification**

CTY-513

**Tax Deed Application Number** 

1700140

**Date of Tax Deed Application** 

Apr 18, 2017

This is to certify that BRISINGER FUND 1, LLC

BRISINGER FUND 1, LLC, holder of Tax Sale Certificate Number 2015 / 7069, 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: 11-1056-100

Cert Holder:

**BRISINGER FUND 1, LLC BRISINGER FUND 1. LLC** 

1338 S FOOTHILL DRIVE #129SALT LAKE CITY, UT 84108

Property Owner: J JRS RANCH INC **4110 CREIGHTON RD** PENSACOLA, FL 32504

SW1/4 OF SW1/4 OR 5255 P 69 LESS MINERAL RIGHTS

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
<b>20</b> 15,7069	11-1056-100	06/01/2015	240.21	82.87	323.08

Certificates redeemed by applicant or included (County) in connection with this tax deed application: Account **Face Amount** Tax Collector's Certificate Year/Number Number Sale Date of Certificate Fee **Interest Total** 2016/6463 11-1056-100 06/01/2016 268.01 6.25 36.18 310.44

Amounts Certified by Tax Collector (Lines 1-7):	<b>Total Amount Paid</b>	
1. Total of all Certificates in Applicant's Possession and Cost of the Certificates Redeemed by Applicant	633.52	
2. Total of Delinquent Taxes Paid by Tax Deed Applicant	0.00	
3. Total of Current Taxes Paid by Tax Deed Applicant	211.50	
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)	1,220.02	
Amounts Certified by Clerk of Court (Lines 8-15):	<b>Total Amount Paid</b>	
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. Sheriffs 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.		
<ol> <li>Other Outstanding Certificates and Delinquent Taxes Not Included in this Application.</li> </ol>		
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 <u>26th</u> day of <u>April, 2017</u> Scott Lunsford, 1	Tax Collector of Es	scambia County	County
---	---------------------	----------------	--------

Date of Sale:

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

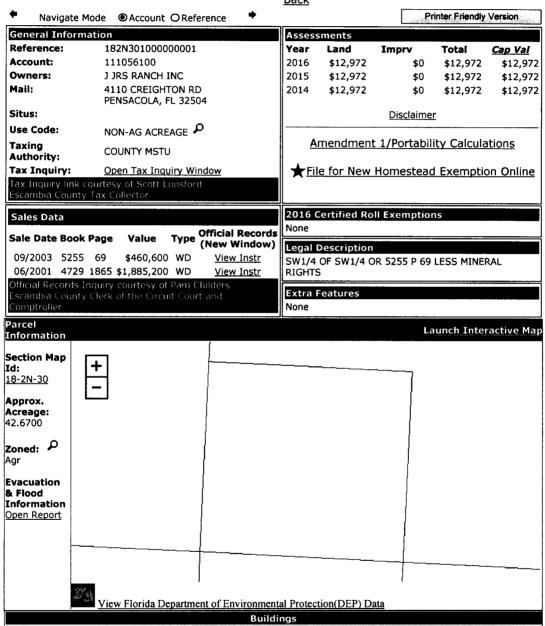
11-1056-100



## Chris Jones Escambia County Property Appraiser

Search List Calculations
--------------------------

#### **Back**



None

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 MIS **OPERATIONAL SERVICES PROBATE** TRAFFIC



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

BRANCH OFFICES
ARCHIVES AND RECORDS
JUVENILE DIVISION
CENTURY

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

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

Account: 111056100 Certificate Number: 007069 of 2015

Payor: CLARK PARTINGTON HART PO 13010 PENSACOLA FL 32591 Date 04/28/2017

Clerk's Check #	183016607	Clerk's Total	\$477.00
Tax Collector Check #	1	Tax Collector's Total	\$1,799.47
		Postage	\$60.00
	and the state of t	Researcher Copies	\$40.00
	A CONTRACTOR OF THE CONTRACTOR	Total Received	\$1,876.47 \$ 1356

PAM CHILDERS

Clerk of the Circuit Cour

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 007069

**Redeemed Date** 04/28/2017

Name CLARK PARTINGTON HART PO 13010 PENSACOLA FL 32591

Clerk's Total = TAXDEED	\$47 <b>\7.9</b> 0
Due Tax Collector = TAXDEED	\$1,299.47
Postage = TD2	\$60.00 9 500.0
ResearcherCopies = TD6	\$40/00

• For Office Use Only

l	Date	Docket	Desc	Amount Owed	Amount Due	Payee Name
1	<u></u>					

No Information Available - See Dockets





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

Tax Deed - Redemption Calculator
Account: 111056100 Certificate Number: 007069 of 2015

Redemption Yes >	Application Date 04/18/2017	Interest Rate 18%	
	Final Redemption Payment ESTIMATED	Redemption Overpayment ACTUAL	
	Auction Date 08/07/2017	Redemption Date 04/28/2017	
Months	4	0	
Tax Collector	\$1,220.02	\$1,220.02	
Tax Collector Interest	\$73.20	\$0.00	
Tax Collector Fee	\$6.25	\$6.25	
Total Tax Collector	\$1,299.47	\$1,\$26.27	
Clerk Fee	\$130.00	\$130.00	
Sheriff Fee	\$120.00	\$120.00	
Legal Advertisement	\$200.00	\$200.00	
App. Fee Interest	\$27.00	\$0.00	
Total Clerk	\$477.00	\$450.00	
Postage	\$60.00	\$0.00	
Researcher Copies	\$40.00	\$0.00	
Total Redemption Amount	\$1,876.47	\$1,676.27	
	Repayment Overpayment Refund Amount	\$200.20	

**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 •

May 19, 2017

BRISINGER FUND 1 LLC 1338 S FOOTHILL DR #129 SALT LAKE CITY UT 84108

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 007069	\$450.00	\$	\$450.00
2014 TD 006454	\$450.00	\$13.50	\$463.50
2014 TD 002433	\$450.00	\$13.50	\$463.50
2014 TD 005333	\$450.00	\$13.50	\$463.50
2014 TD 001531	\$450.00	\$13.50	\$463.50
2014 TD 000169	\$490.00	\$14.70	\$504.70
2015 TD 005510	\$450.00	\$6.75	\$456.75

TOTAL \$3,265.45

Very truly yours,

PAM CHILDERS

Clerk of Circuit Court

By:

Emily Hogg

Tax Deed Division

OR BK 5255 PGOO74 Escambia County, Florida INSTRUMENT 2003-155101

RCD Oct 02, 2003 12:41 pm Escambia County, Florida

#### EXHIBIT C

ERNIE LEE MAGAHA Clerk of the Circuit Court INSTRUMENT 2003-155101

## **Mineral Royalty Reservation**

- An undivided five percent (5%) participating royalty interest in oil, gas and associated hydrocarbons.
- 2. An undivided five percent (5%) participating royalty interest in lead, zinc, copper, coal, lignite, sulphur, phosphate, iron, ore, sodium, salt, leudoxene, ilmenite, zircon, monzonite, uranium, thorium, molybdenum, vanadium, titanium and other fissionable materials, gold, silver, bauxite, limestone, geothermal energy and all other mineral substances and ore deposits of any kind or character, whether solid, liquid or gaseous, and without limitation by enumeration of the minerals expressly mentioned above (but not including sand, clay and gravel) produced from the Premises.

#### OR BK 5255 PGOO73 Escambia County, Florida INSTRUMENT 2003-155101

- 12. All matters as shown on boundary survey dated February 21, 2003, prepared by Merrill Parker Shaw, Inc., Theodore R. Shaw, P.L.S. No. 5939, pertaining to the Property.
- 13. Mineral and Royalty Deed with an effective date of October 1, 2000, from International Paper Company, et al., to Pure Resources, L.P.
- 14. Terms, conditions and stipulations contained in Surface Use Restrictions Agreement effective October 1, 2000, between International Paper Company, et al., and Pure Resources, L.P.

#### **EXHIBIT B**

#### **Permitted Exceptions**

- 1. Rights, if any, relating to the construction and maintenance in connection with any public utility of wires, poles, pipes, conduits and appurtenances thereto, on, under or across the Property.
- 2. Real estate taxes, water rates and other governmental charges, if any.
- 3. Restrictions on Grantee's ability to build upon or use the Property imposed by any current or future development standards, building or zoning ordinances or any other law or regulation of any governmental authority.
- 4. Rights of parties in possession and any state of facts which an accurate survey or an inspection of the Property would reveal, including, but not limited to, the location of boundary lines, improvements and encroachments, if any.
- 5. All outstanding easements, servitudes, rights-of-way, flowage rights, restrictions, licenses, leases, reservations, covenants and all other rights in third parties of record or acquired through prescription or adverse possession.
- 6. All roll back taxes, if any, for any year and the current year's taxes, assessments and other charges of any kind or nature imposed upon or levied against or on account of the Property by any governmental authority, which taxes, assessments and other charges are not yet due and payable but are liens on the Property.
- 7. All previous reservations, exceptions and conveyances of any oil, gas, associated hydrocarbons, minerals and mineral substances and royalty and other mineral rights and interests together with the mineral royalty reservation set forth in <a href="Exhibit C">Exhibit C</a> attached hereto and incorporated herein by reference.
- 8. All claims of governmental authorities in and to any portion of the Property lying in the bed of any streams, creeks or waterways or other submerged lands or land now or formerly subject to the ebb and flow of tidal waters or any claims of riparian rights.
- Any and all restrictions on use of the Property due to environmental protection laws, including, without limitation, wetlands protection laws, rules, regulations and orders.
- 10. Such other matters as set forth in owner's policy of title insurance, if any, issued pursuant to the title commitment with respect to Grantee's purchase of the Property from Grantor.
- 11. Mechanics', materialmen's warehousemen's and similar liens attaching by operation of law, incurred in the ordinary course of business and securing payments not yet delinquent or payments that are being contested in good faith.

.S:\Groups\IPLegal-188\dstiver\SALES2003\JJrRanch\Deed.doc

- 1 -

#### **EXHIBIT A**

#### **Property Description**

A tract of land containing 200.22 acres, more or less, shown on boundary survey dated February 21, 2003, prepared by Merrill Parker Shaw, Inc., Theodore R. Shaw, P.L.S. No. 5939, which tract of land is more particularly described as follows:

Township 2 North, Range 30 West, Escambia County, Florida:

Section 18: SW 1/4 of SW 1/4; and

Section 19: W 1/2 of W 1/2, except right-of-way for State Road 184.

#### OR BK 5255 PGOOTO Escambia County, Florida INSTRUMENT 2003-155101

IN WITNESS WHEREOF, the Grantor has caused these presents to be executed in its name, and its corporate seal to be hereunto affixed, by its proper officers thereunto duly authorized as of the day and year first written above.

INTERNATIONAL PAPER REALTY CORPORATION, a Delaware corporation

{Corp. Seal]

Signed, sealed and delivered

in the presence of:

Name: MINNIE L. G

Name: JOHANNA CURRY

(BY

David S. Stein, Vice Presiden

By:

Deborah S. Stivers, Assistant Several

STATE OF NEW JERSEY

**COUNTY OF BERGEN** 

The foregoing deed was acknowledged before me this 292 day of September, 2003, by DAVID S. STEIN, the VICE PRESIDENT of INTERNATIONAL PAPER REALTY CORPORATION, a Delaware corporation on, on behalf of said corporation. Said individual is [check applicable box], personally known to me, or produced a current \_\_\_\_\_\_\_ driver's license as identification.

{notary seal}

Notary Signature

Printed Notary Signal and

My Commission Expires:

Averer 19

MINNIE L. GREEN

Notary Public, State of New Jersey
My Commission Expires August 12, 2006

AFTER RECORDING RETURN TO: J. Jr's Ranch, Inc. 4301 Spanish Trail Pensacola, FL 32504 WILSON, HARRELL, SMITH & FARRINGTON, P.A. 307 SOUTH PALAFOX STREET PENSACOLA, FLORIDA 32502

OR BK 5255 PGOOGS
Escambia County, Florida
INSTRUMENT 2003-155101

DEED DOC STAMPS PD 0 ESC CD 43224.20
10/02/03 ENNIE LEE NAGONO, CLERK
By:

Prepared by:
David S. Stein
International Paper Realty Corporation
3 Paragon Drive
Montvale, NJ 07645
PARCEL ID#'s
18-2N-30-1808-888-881

[Space Above This Line For Recording Data]

#### SPECIAL WARRANTY DEED

THIS SPECIAL WARRANTY DEED, made the 29<sup>14</sup> day of September, 2003 by INTERNATIONAL PAPER REALTY CORPORATION, a Delaware corporation, with offices at 3 Paragon Drive, Montvale, New Jersey 07645, hereinafter called the Grantor, to J. JR's RANCH, INC., a Florida corporation, whose address is 4301 Spanish Trail, Pensacola, FL 32504, hereinafter called the Grantee.

#### WITNESSETH:

That the Grantor, for and in consideration of Ten and 00/100 Dollars (\$10.00), and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, by these presents does grant, bargain, sell, alien, remise, release, convey, and confirm unto the Grantee all that certain land situate in Escambia County, Florida, containing 200.22 acres, more or less, and being more particularly described on Exhibit A attached hereto and incorporated herein by reference (the "Property").

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

TO HAVE and to HOLD, the same in fee simple forever.

AND the Grantor hereby covenants with said Grantee that the Grantor has corporate authority to sell and convey the Property; and that, subject to those matters set forth on Exhibit B attached hereto and incorporated herein by reference, the Grantor hereby specially warrants the title to the Property and will defend the same against the lawful claims of all persons claiming by, through or under the Grantor but against none other.

Mortgagor has hereunto set its hand and seal the day and year first above written.

CX4 ACQUISITIONS, LLC

a Florida limited liability company

BY:

Stephen V. Campbell, Manager

STATE OF FLORIDA COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this day of April, 2017, by Stephen V. Campbell, Manager of CX4 Acquisitions, LLC, a Florida limited liability company on behalf of the company, who () is known to me or () has produced Florida driver's license as identification.

(NOTARIAL SEAL)

NOTARY PUBLIC



property subject to or covered by any prior security agreements, conditional sales contract, chattel mortgage or similar liens or claims, all of which are hereby declared and shall be deemed to be fixtures and accessions to the Real Property and a part of the Premises as between the parties hereto and all persons claiming by, through or under them.

C. APPURTENANCES. All easements, rights-of-way, strips and gores of land, vaults, streets, ways, alleys, and passages, sewer rights, water rights and powers, minerals, flowers, shrubs, trees and other emblements now or hereafter located on the Real Property or under or above the same or any part or parcel thereof and all estates, rights, titles, interests, privileges, liberties, tenements, hereditaments and appurtenances, reversions and remainders, whatsoever, in any way belonging, relating or appertaining to the Real Property or Improvements or any part thereof, or which hereafter shall in any way belong, relate or be appurtenant thereto, whether now owned or hereafter acquired by Mortgagor.

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

1.02 PERMITTED ENCUMBRANCES. Mortgagor, for itself, its heirs, successors, assigns and legal representatives, covenants with Mortgagee, its successors and assigns, that: (i) Mortgagor is indefeasibly seized of the Premises in fee simple; that Mortgagor has full power and lawful right to convey the same in fee simple as aforesaid; that it shall be lawful for Mortgagor, its heirs and assigns at all times peaceably and quietly to enter upon, hold, occupy and enjoy the Premises and every part thereof; that the Premises and every part thereof is free from all encumbrances of every kind and character except for taxes assessed for the year of closing and those matters, if any, described in the title insurance commitment issued in connection herewith (the "Permitted Encumbrances"); that the Mortgagor will make such further assurances to perfect the fee simple title to the Premises in Mortgagee, its successors and assigns, as may reasonably be required; that the Mortgagor does hereby fully warrant the title to the Premises and every part thereof and will defend the same against the lawful claims of all persons whomsoever except for the Permitted Encumbrances; (ii) Mortgagor shall duly, promptly and fully perform, discharge, execute, effect, complete, comply with and abide by each and every of the stipulations, agreements, conditions and covenants of the Note and all other documents or instruments evidencing or securing the Secured Indebtedness, as those terms are hereinafter defined; (iii) the Premises and its use fully complies with all applicable building and zoning codes and other land use regulations, any applicable environmental laws or regulations, and any other applicable laws or regulations; (iv) no part of the Real Property has been artificially filled; and (v) Mortgagor has lawful access to the Premises from a public road.

1.03 SECURED INDEBTEDNESS. This conveyance is intended to be and is a real property Mortgage and a "Security Agreement" governed by the laws of the State of Florida concerning mortgages and the Uniform Commercial Code as adopted in Florida, and is intended to secure the payment of the following (the "Secured Indebtedness"):

A. The existing indebtedness represented by that certain promissory note (the "Note") of date even herewith for the sum of THREE HUNDRED FORTY THOUSAND AND 00/100 DOLLARS (\$340,000.00) made by the Mortgagor payable to the order of Mortgagee with interest from date until paid at the rate therein specified, the said principal and interest payable in the manner and upon the terms, provisions and conditions set forth in the Note, together with any and all renewals, extensions, modifications, consolidations and extensions thereof:

This instrument prepared by: RICHARD N. SHERRILL, Esquire Clark, Partington, Hart, Larry, Bond & Stackhouse, P. A. Post Office Box 13010 Pensacola, FL 32591-3010 File no. 170118

#### MORTGAGE AND SECURITY AGREEMENT

This Mortgage And Security Agreement ("Mortgage"), made this 19<sup>th</sup> day of April, 2017, between **CX4 ACQUISITIONS, LLC, a Florida limited liability company** ("Mortgagor" or "Borrower"), whose address is Post Office Box 24, Molino, FL 32577 and **SERVISFIRST BANK**, an Alabama banking corporation, its successors and assigns, ("Mortgagee"), whose address is 316 S. Baylen Street, Suite 100, Pensacola, FL 32502.

#### WITNESSETH:

SECTION 1.

1.01 PREMISES. Mortgagor, for and in consideration of the premises, as security for the Secured Indebtedness, as that term is hereinafter defined, and other good and valuable consideration, the receipt of which is hereby acknowledged, does hereby bargain, sell, convey and grant unto the Mortgagee, its successors and assigns, the following (hereinafter collectively the "Premises"):

A. REAL PROPERTY. That certain real property lying and being in Escambia County, Florida and being more particularly described as follows:

#### PARCEL 1:

THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 18, TOWNSHIP 2 NORTH, RANGE 30 WEST, ESCAMBIA COUNTY, FLORIDA.

#### PARCEL 2:

THE WEST 1/2 OF THE WEST 1/2 OF SECTION 19, TOWNSHIP 2 NORTH, RANGE 30 WEST, ESCAMBIA COUNTY, FLORIDA; LESS AND EXCEPT RIGHT OF WAY FOR STATE ROAD 184.

B. IMPROVEMENTS. All buildings, structures and improvements of every nature whatsoever now or hereafter situated on the Real Property, all building materials, plans, specifications, drawings and books and records pertaining to design or construction of any buildings, structures and improvements now or hereafter situated on the Real Property, and all gas and electric fixtures, radiators, heaters, engines and machinery, boilers, ranges, elevators and motors, plumbing and heating fixtures, carpeting and other floor coverings, fire extinguishers and any other safety equipment required by governmental regulation or law, washers, dryers, water heaters, mirrors, mantles, air conditioning apparatus, refrigeration plants, refrigerators, cooking apparatus and appurtenances, window screens, awnings and storm sashes which are or shall be attached to said buildings, structures or improvements and all other furnishings, fixtures, machinery, equipment, appliances, materials, chattels, inventory, accounts, farm products, consumer goods, general intangibles and personal property of every kind and nature whatsoever, now or hereafter owned by Mortgagor and located in, on or about, or used or intended to be used with or in connection with the use, operation and enjoyment of the Real Property, including all extensions, additions, improvements, betterments, after-acquired property, renewals, replacements and substitutions, or proceeds from a permitted sale of any of the foregoing, and all the right, title and interest of Mortgagor in any such furnishings, furniture, fixtures, machinery, equipment, appliances, and personal

IN WITNESS WHEREOF, the Grantor has executed these presents causing its name to be signed by its duly authorized officer on the day and year first above written.

Signed, sealed and delivered in the presence of:

in the presence of:

Print/Type Name of Witnes

Print/Type Name of Witness

J.JR.'S RANCH, INC.

a dissolved Florida corporation

Roy Jones, Jr., Its President

STATE OF FLORIDA COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of April 2017, by Roy Jones, Jr. the President of J.JR.'s Ranch, Inc., a dissolved Florida corporation. He () is personally known to me or () has produced a as identification.

RICHARD N. SHERRILL
MY COMMISSION # FF243707
EXPIRES: September 12, 2019

(NOTARIAL SEAL)

NOTARY PUBLIC

Commission number:

My Commission expires:

This instrument prepared by:
Richard N. Sherrill, Esquire
Clark Partington Hart Larry Bond & Stackhouse, P.A.
125 West Romana Street, Suite 800
Pensacola, FL 32502
File # 170118

Parcel ID Number: 18-2N-30-1000-000-001 19-2N-30-1000-000-001

#### SPECIAL WARRANTY DEED

THIS SPECIAL WARRANTY DEED is made the 19th day of April, 2017, by J. JR.'S RANCH, INC. a dissolved Florida corporation (the "Grantor"), in an act of winding up and liquidating its business and affairs, whose address is 4400 Bayou Blvd., Suite 50, Pensacola, FL 32503 (the "Grantor"), to CX4 ACQUISITIONS, LLC, a Florida limited liability company ("Grantee"), whose address is Post Office Box 24, Molino, FL 32577.

Grantor, for and in consideration of the sum of Ten and No/100 (\$10.00) Dollars and other valuable consideration, receipt whereof is hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms unto the Grantee, all that certain land situated in Escambia County, Florida, to-wit (the "Property"):

#### PARCEL 1:

THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 18, TOWNSHIP 2 NORTH, RANGE 30 WEST, ESCAMBIA COUNTY, FLORIDA.

#### PARCEL 2:

THE WEST 1/2 OF THE WEST 1/2 OF SECTION 19, TOWNSHIP 2 NORTH, RANGE 30 WEST, ESCAMBIA COUNTY, FLORIDA; LESS AND EXCEPT RIGHT OF WAY FOR STATE ROAD 184.

**TOGETHER** with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining, to have and to hold, the same in fee simple forever.

SUBJECT TO zoning and other requirements imposed by governmental authorities; restrictions 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, covenants, conditions, restrictions and mineral reservations of record affecting the Property, if any, which are not hereby reimposed; and taxes for the current year and subsequent years.

And Grantor hereby covenants with Grantee that the Grantor is lawfully seized of the Property in fee simple; that the Grantor has good right and lawful authority to sell and convey the Property; that the Grantor hereby specially warrants the title to the Property and will defend the same against the lawful claims of all persons claiming by, through or under Grantor, but no other.

[Signature Page Follows]

## 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

Pensacola, FL 32591 CERTIFICATION: TITLE SEARCH FOR TDA TAX DEED SALE DATE: 8-7-2017 TAX ACCOUNT NO.: 11-1056-100 CERTIFICATE NO.: 2015-7069 In compliance with Section 197.256, Florida Statutes, the following is a list of names and addresses of those persons, firms and/or agencies having legal interest in or claim against the above described property. The above referenced tax sale certificate is being submitted as proper notification of tax deed sale. YES NO X Notify City of Pensacola, P.O. Box 12910, 32521 X Notify Escambia County, 190 Governmental Center, 32502 X Homestead for tax year. CX4 Acquisitions, LLC P.O. Box 24 Molino, FL 32577 J. JR.'S Ranch, Inc. (prior owner) 4400 Bayou Blvd., Ste 50 Pensacola, FL 32503 Servisfirst Bank 316 S. Baylen St., Ste 100 Pensacola, FL 32502 Certified and delivered to Escambia County Tax Collector, this 3rd day of May , 2017 . SOUTHERN GUARANTY TITLE COMPANY by: Richard S. Combs, President

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

## OWNERSHIP AND ENCUMBRANCE REPORT CONTINUATION PAGE

File No.: 13566 May 2, 2017

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

- 1. That certain mortgage executed by CX4 Acquisitions, LLC in favor of Servisfirst Bank dated 04/19/2017 and recorded 04/20/2017 in Official Records Book 7698, page 1010 of the public records of Escambia County, Florida, in the original amount of \$340,000.00.
- 2. Taxes for the year 2014-2016 delinquent. The assessed value is \$12,972.00. Tax ID 11-1056-100.

#### 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.: 13566 May 2, 2017

The Southwest 1/4 of the Southwest 1/4 of Section 18, Township 2 North, Range 30 West, Escambia County, Florida.

## **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.: 13566

May 2, 2017

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

Kedeemed

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 05-02-1997, through 05-02-2017, and said search reveals the following:

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

CX4 Acquisitions, LLC

2. The land covered by this Report is:

LEGAL DESCRIPTION IS ATTACHED HERETO AND MADE A PART HEREOF

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

SEE CONTINUATION PAGE ATTACHED HERETO AND MADE A PART HEREOF

4. Taxes:

SEE CONTINUATION PAGE ATTACHED HERETO AND MADE A PART HEREOF

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

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

Southern Guaranty Title Company

By:

May 2, 2017

## **APPLICATION FOR TAX DEED**

512 R. 12/16

Section 197.502, Florida Statutes

Application Number: 1700140

To: Tax Chrector of	ESCAMBIA COUNTY	_, Florida	
I, BRISINGER FUND 1, LL BRISINGER FUND 1, LL 1338 G FC - H.J. DRIV SALT LAKE GITY UT	.C Œ#≒29 84108,	to the - <b>T</b>	
Hold the Mars rax Certif	loate and hereby surrender the	same to the Tax	Collector and make tax deed application thereon:
Account Number	Certificate No.	Date	Legal Description
11-1085-100	2015/7069	06-01-2015	SW1/4 OF SW1/4 OR 5255 P 69 LESS MINERAL RIGHTS
<ul> <li>redeem all out</li> <li>to all deling</li> <li>and all Tax Co</li> <li>and Sheriff's of</li> </ul>	costs, if applicable a certificate on which this applic	nterest covering the	
Electronic signature of BRISINGER FUND 1 BRISINGER FUND 1 1338 S FOOTHILL DI SALT LAKE OITY, UT	on file , LLC , LLC RIVE #129 F 64108		<u>04-18-2017</u> Application Date
F	Applicant's signature		