



# CERTIFICATION OF TAX DEED APPLICATION

Sections 197.502 and 197.542, Florida Statutes

DR-513  
Rule 12D-16.002 F.A.C  
Effective 07/19  
Page 1 of 2

0722.09

## Part 1: Tax Deed Application Information

Applicant Name Applicant Address	TLGFY, LLC CAPITAL ONE, N.A., AS COLLATER PO BOX 54347 NEW ORLEANS, LA 70154	Application date	Jul 19, 2021
Property description	LIFE CHANGING MINISTRIES OF PENSACOLA INC 8105 PENSACOLA BLVD PENSACOLA, FL 32534 8105 PENSACOLA BLVD 03-0017-000 BEG AT NE COR OF LT 9 S/D OF LT 1 PLAT DB 89 P 280 N 87 DEG 28 MIN 22 SEC W ALG N LI OF LT 9 837 78/ (Full legal attached.)	Certificate #	2019 / 978
		Date certificate issued	06/01/2019

## Part 2: Certificates Owned by Applicant and Filed with Tax Deed Application

Column 1 Certificate Number	Column 2 Date of Certificate Sale	Column 3 Face Amount of Certificate	Column 4 Interest	Column 5: Total (Column 3 + Column 4)
# 2019/978	06/01/2019	3,798.58	189.93	3,988.51
# 2021/826	06/01/2021	427.14	21.36	448.50
# 2020/1071	06/01/2020	427.14	21.36	448.50
→Part 2: Total*				4,885.51

## Part 3: Other Certificates Redeemed by Applicant (Other than County)

Column 1 Certificate Number	Column 2 Date of Other Certificate Sale	Column 3 Face Amount of Other Certificate	Column 4 Tax Collector's Fee	Column 5 Interest	Total (Column 3 + Column 4 + Column 5)
# /					
Part 3: Total*					0.00

## Part 4: Tax Collector Certified Amounts (Lines 1-7)

1. Cost of all certificates in applicant's possession and other certificates redeemed by applicant (*Total of Parts 2 + 3 above)	4,885.51
2. Delinquent taxes paid by the applicant	0.00
3. Current taxes paid by the applicant	0.00
4. Property information report fee	200.00
5. Tax deed application fee	175.00
6. Interest accrued by tax collector under s.197.542, F.S. (see Tax Collector Instructions, page 2)	0.00
7. Total Paid (Lines 1-6)	5,260.51

I certify the above information is true and the tax certificates, interest, property information report fee, and tax collector's fees have been paid, and that the property information statement is attached.

Sign here: <u>Shirley Rich, CFCA</u>	Escambia, Florida
Signature, Tax Collector or Designee	Date <u>July 28th, 2021</u>

Send this certification to the Clerk of Court by 10 days after the date signed. See Instructions on Page 2

<b>Part 5: Clerk of Court Certified Amounts (Lines 8-14)</b>	
8. Processing tax deed fee	
9. Certified or registered mail charge	
10. Clerk of Court advertising, notice for newspaper, and electronic auction fees	
11. Recording fee for certificate of notice	
12. Sheriff's fees	
13. Interest (see Clerk of Court Instructions, page 2)	
14. <b>Total Paid (Lines 8-13)</b>	
15. Plus one-half of the assessed value of homestead property, if applicable under s. 197.502(6)(c), F.S.	
16. Statutory opening bid (total of Lines 7, 14, 15, and 16 if applicable)	
Sign here: _____ Date of sale <u>07/05/2022</u>	
Signature, Clerk of Court or Designee	

# **INSTRUCTIONS**

**PLUS \$18.75**

## **Tax Collector (complete Parts 1-4)**

### **Part 2: Certificates Owned by Applicant and Filed with Tax Deed Application**

Enter the Face Amount of Certificate in Column 3 and the Interest in Column 4 for each certificate number. Add Columns 3 and 4 and enter the amount in Column 5.

### **Part 3: Other Certificates Redeemed by Applicant (Other than County)**

**Total.** Add the amounts in Columns 3, 4 and 5

### **Part 4: Tax Collector Certified Amounts (Lines 1-7)**

**Line 1,** enter the total of Part 2 plus the total of Part 3 above.

**Total Paid, Line 7:** Add the amounts of Lines 1-6

**Line 6, Interest accrued by tax collector.** Calculate the 1.5 percent interest accrued from the month after the date of application through the month this form is certified to the clerk. Enter the amount to be certified to the clerk on Line 6. The interest calculated by the tax collector stops before the interest calculated by the clerk begins. See Section 197.542, F.S., and Rule 12D-13.060(3), Florida Administrative Code.

The tax collector's interest for redemption at the time of the tax deed application is a cost of redemption, which encompasses various percentages of interest on certificates and omitted or delinquent taxes under Section 197.502, F.S. This interest is calculated before the tax collector calculates the interest in Section 197.542, F.S.

Attach certified statement of names and addresses of persons who must be notified before the sale of the property. Send this form and any required attachments to the Clerk of Court within 10 days after it is signed.

## **Clerk of Court (complete Part 5)**

**Line 13: Interest** is calculated at the rate of 1.5 percent per month starting from the first day of the month after the month of certification of this form through the last day of the month in which the sale will be held. Multiply the calculated rate by the total of Line 7, minus Line 6, plus Lines 8 through 12. Enter the amount on Line 13.

**Line 14:** Enter the total of Lines 8-13. Complete Lines 15-18, if applicable.

BEG AT NE COR OF LT 9 S/D OF LT 1 PLAT DB 89 P 280 N 87 DEG 28 MIN 22 SEC W ALG N LI OF LT 9 837 78/100 FT TO POINT ON W R/W LI OF PENSACOLA BLVD (200 FT R/W) FOR POB CONT N 87 DEG 28 MIN 22 SEC W 220 20/100 FT S 2 DEG 39 MIN 26 SEC W 138 75/100 FT TO POINT ON E R/W LI OF ST LOUIS & SAN FRANCISCO RR (100 FT R/W) N 15 DEG 39 MIN 10 SEC W ALG E LI 262 34/100 FT N 68 DEG 42 MIN 42 SEC E 233 32/100 FT TO PT ON W LI SELY ALG W LI BEING A CURVE TO LEFT HAVING RADIUS 11591 20/100 FT A CHORD BRG S 20 DEG 56 MIN 58 SEC E 223 19/100 FT FOR POB OR 7439 P 1929

# APPLICATION FOR TAX DEED

Section 197.502, Florida Statutes

512  
R. 12/16

Application Number: 2100614

To: Tax Collector of ESCAMBIA COUNTY, Florida

I,

TLGFY, LLC CAPITAL ONE, N.A., AS COLLATER  
PO BOX 54347  
NEW ORLEANS, LA 70154,

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
03-0017-000	2019/978	06-01-2019	BEG AT NE COR OF LT 9 S/D OF LT 1 PLAT DB 89 P 280 N 87 DEG 28 MIN 22 SEC W ALG N LI OF LT 9 837 78/100 FT TO POINT ON W R/W LI OF PENSACOLA BLVD (200 FT R/W) FOR POB CONT N 87 DEG 28 MIN 22 SEC W 220 20/100 FT S 2 DEG 39 MIN 26 SEC W 138 75/100 FT TO POINT ON E R/W LI OF ST LOUIS & SAN FRANCISCO RR (100 FT R/W) N 15 DEG 39 MIN 10 SEC W ALG E LI 262 34/100 FT N 68 DEG 42 MIN 42 SEC E 233 32/100 FT TO PT ON W LI SELY ALG W LI BEING A CURVE TO LEFT HAVING RADIUS 11591 20/100 FT A CHORD BRG S 20 DEG 56 MIN 58 SEC E 223 19/100 FT FOR POB OR 7439 P 1929

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, property information report costs, Clerk of the Court costs, charges and fees, 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  
TLGFY, LLC CAPITAL ONE, N.A., AS COLLATER  
PO BOX 54347  
NEW ORLEANS, LA 70154

07-19-2021  
Application Date

\_\_\_\_\_  
Applicant's signature



# Chris Jones Escambia County Property Appraiser

[Real Estate Search](#)


[Tangible Property Search](#)

[Sale List](#)

[Back](#)

← Nav. Mode ☒ Account ☐ Parcel ID →

[Printer Friendly Version](#)

General Information		Assessments				
Parcel ID:	221S301101004008	Year	Land	Imprv	Total	Cap Val
Account:	030017000	2020	\$97,149	\$129,919	\$227,068	\$227,068
Owners:	LIFE CHANGING MINISTRIES OF PENSACOLA INC	2019	\$97,149	\$126,447	\$223,596	\$223,596
Mail:	8105 PENSACOLA BLVD PENSACOLA, FL 32534	2018	\$97,149	\$122,022	\$219,171	\$219,171
Situs:	8105 PENSACOLA BLVD 32534	Disclaimer				
Use Code:	CHURCH 	Market Value Breakdown Letter				
Taxing Authority:	COUNTY MSTU	Tax Estimator				
Tax Inquiry:	<a href="#">Open Tax Inquiry Window</a>	File for New Homestead Exemption Online				
Tax Inquiry link courtesy of Scott Lunsford Escambia County Tax Collector		<a href="#">Report Storm Damage</a>				

Sales Data						2020 Certified Roll Exemptions				
<b>Sale Date</b>	<b>Book</b>	<b>Page</b>	<b>Value</b>	<b>Type</b>	<b>Official Records (New Window)</b>	RELIGIOUS				
11/20/2015	7439	1929	\$200,000	WD		<b>Legal Description</b>				
08/19/2011	6756	379	\$100	WD		BEG AT NE COR OF LT 9 S/D OF LT 1 PLAT DB 89 P 280 N				
03/2004	5372	564	\$100	WD		87 DEG 28 MIN 22 SEC W ALG N LI OF LT 9 837 78/100				
03/2004	5366	615	\$100	WD		FT TO...				
02/1997	4221	1022	\$100	WD		<b>Extra Features</b>				
03/1987	2372	2	\$100	WD		None				
Official Records Inquiry courtesy of Pam Childers Escambia County Clerk of the Circuit Court and Comptroller										

Parcel Information

Launch Interactive Map


Section

Map Id:

22-1S-30-1

Approx. Acreage:

1.1142

Zoned: 

HC/LI

Evacuation & Flood Information

Open Report



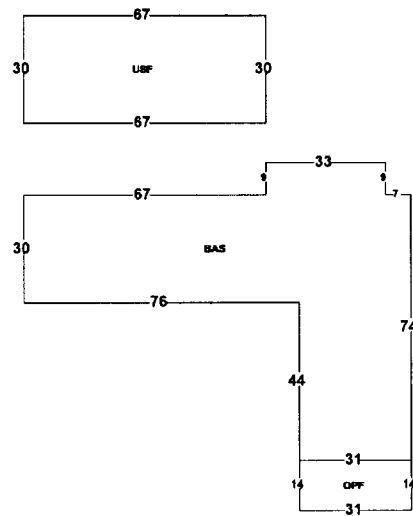
View Florida Department of Environmental Protection(DEP) Data

#### Buildings

Address: 8105 PENSACOLA BLVD, Year Built: 1960, Effective Year: 1960, PA Building ID#: 54605

##### Structural Elements

DECOR/MILLWORK-AVERAGE  
DWELLING UNITS-1  
EXTERIOR WALL-CONCRETE BLOCK  
FLOOR COVER-ASPHALT TILE  
FOUNDATION-SLAB ON GRADE  
HEAT/AIR-CENTRAL H/AC  
INTERIOR WALL-DRYWALL-PLASTER  
NO. PLUMBING FIXTURES-6  
NO. STORIES-2  
ROOF COVER-COMPOSITION SHG  
ROOF FRAMING-GABLE  
STORY HEIGHT-0  
STRUCTURAL FRAME-MASONRY PIL/STL



##### Areas - 7315 Total SF

BASE AREA - 4871  
OPEN PORCH FIN - 434  
UPPER STORY FIN - 2010

#### Images



9/26/19

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.

Last Updated 03/10/2021 (tc.4021)

## NOTICE OF APPLICATION FOR TAX DEED

NOTICE IS HEREBY GIVEN, That **TLGFY LLC CAPITAL ONE NA** holder of **Tax Certificate No. 00978**, issued the **1st** day of **June, A.D., 2019** has filed same in my office and has made application for a tax deed to be issued thereon. Said certificate embraces the following described property in the County of Escambia, State of Florida, to wit:

**BEG AT NE COR OF LT 9 S/D OF LT 1 PLAT DB 89 P 280 N 87 DEG 28 MIN 22 SEC W ALG N LI OF LT 9 837 78/100 FT TO POINT ON W R/W LI OF PENSACOLA BLVD (200 FT R/W) FOR POB CONT N 87 DEG 28 MIN 22 SEC W 220 20/100 FT S 2 DEG 39 MIN 26 SEC W 138 75/100 FT TO POINT ON E R/W LI OF ST LOUIS & SAN FRANCISCO RR (100 FT R/W) N 15 DEG 39 MIN 10 SEC W ALG E LI 262 34/100 FT N 68 DEG 42 MIN 42 SEC E 233 32/100 FT TO PT ON W LI SELY ALG W LI BEING A CURVE TO LEFT HAVING RADIUS 11591 20/100 FT A CHORD BRG S 20 DEG 56 MIN 58 SEC E 223 19/100 FT FOR POB OR 7439 P 1929**

**SECTION 22, TOWNSHIP 1 S, RANGE 30 W**

**TAX ACCOUNT NUMBER 030017000 (0722-09)**

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

**LIFE CHANGING MINISTRIES OF PENSACOLA INC**

Unless said certificate shall be redeemed according to law, the property described therein will be sold to the highest bidder at public auction at 9:00 A.M. on the **first** Tuesday in the month of July, which is the **5th day** of **July 2022**.

Dated this 7th day of September 2021.

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



PAM CHILDERS  
CLERK OF THE CIRCUIT COURT  
ESCAMBIA COUNTY, FLORIDA

By:  
Emily Hogg  
Deputy Clerk

**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

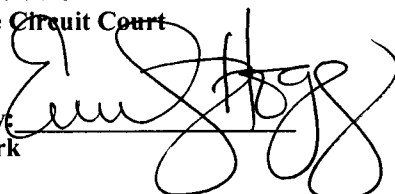
**PAM CHILDERS, CLERK OF THE CIRCUIT COURT  
 Tax Certificate Redeemed From Sale  
 Account: 030017000 Certificate Number: 000978 of 2019**

**Payor: DELIVERANCE TABERNACLE CHRISTIAN CENTER 1780 W DETROIT BLVD  
 PENSACOLA FL 32534 Date 3/31/2022**

Clerk's Check #	1	Clerk's Total	\$551.06
Tax Collector Check #	1	Tax Collector's Total	\$6,226.15
		Postage	\$60.00
		Researcher Copies	\$0.00
		Recording	\$10.00
		Prep Fee	\$7.00
		Total Received	<del>\$6,854.21</del>

**\$6,130.56**

**PAM CHILDERS  
 Clerk of the Circuit Court**

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 # 2019 TD 000978**

**Redeemed Date 3/31/2022**

**Name DELIVERANCE TABERNACLE CHRISTIAN CENTER 1780 W DETROIT BLVD PENSACOLA FL 32534**

Clerk's Total = TAXDEED	\$551.06	\$ 6113.56
Due Tax Collector = TAXDEED	\$6,226.15	
Postage = TD2	\$60.00	
ResearcherCopies = TD6	\$0.00	
Release TDA Notice (Recording) = RECORD2	\$10.00	
Release TDA Notice (Prep Fee) = TD4	\$7.00	

• For Office Use Only

Date	Docket	Desc	Amount Owed	Amount Due	Payee Name
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**FINANCIAL SUMMARY**

No Information Available - See Dockets





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

**Tax Deed - Redemption Calculator**

**Account: 030017000 Certificate Number: 000978 of 2019**

Redemption  Application Date  Interest Rate

	Final Redemption Payment ESTIMATED	Redemption Overpayment ACTUAL
	Auction Date <input type="text" value="7/5/2022"/>	Redemption Date <input type="text" value="3/31/2022"/>
Months	12	8
Tax Collector	<input type="text" value="\$5,260.51"/>	<input type="text" value="\$5,260.51"/>
Tax Collector Interest	\$946.89	\$631.26
Tax Collector Fee	<input type="text" value="\$18.75"/>	<input type="text" value="\$18.75"/>
Total Tax Collector	\$6,226.15	<input type="text" value="\$5,910.52"/> TC
Record TDA Notice	<input type="text" value="\$17.00"/>	<input type="text" value="\$17.00"/>
Clerk Fee	<input type="text" value="\$130.00"/>	<input type="text" value="\$130.00"/>
Sheriff Fee	<input type="text" value="\$120.00"/>	<input type="text" value="\$120.00"/>
Legal Advertisement	<input type="text" value="\$200.00"/>	<input type="text" value="\$200.00"/>
App. Fee Interest	\$84.06	\$56.04
Total Clerk	\$551.06	<input type="text" value="\$523.04"/> CH
Release TDA Notice (Recording)	<input type="text" value="\$10.00"/>	<input type="text" value="\$10.00"/>
Release TDA Notice (Prep Fee)	<input type="text" value="\$7.00"/>	<input type="text" value="\$7.00"/>
Postage	<input type="text" value="\$60.00"/>	<input type="text" value="\$0.00"/>
Researcher Copies	<input type="text" value="\$0.00"/>	<input type="text" value="\$0.00"/>
Total Redemption Amount	\$6,854.21	\$6,450.56
	Repayment Overpayment Refund Amount	\$403.65
Book/Page	<input type="text" value="8613"/>	<input type="text" value="1547"/>

Notes

## RELEASE OF NOTICE OF APPLICATION FOR TAX DEED

Pursuant to § 197.502(5)(c), Florida Statutes, the Escambia County Clerk of Court fully releases the Notice of Tax Deed Application recorded at Official Records Book 8613, Page 1547, of Escambia County, for the tax certificate, tax deed, and property described below:

Tax Certificate No. Certificate No. 00978, issued the 1st day of June, A.D., 2019

TAX ACCOUNT NUMBER: 030017000 (0722-09)

### DESCRIPTION OF PROPERTY:

BEG AT NE COR OF LT 9 S/D OF LT 1 PLAT DB 89 P 280 N 87 DEG 28 MIN 22 SEC W ALG N LI  
OF LT 9 837 78/100 FT TO POINT ON W R/W LI OF PENSACOLA BLVD (200 FT R/W) FOR POB  
CONT N 87 DEG 28 MIN 22 SEC W 220 20/100 FT S 2 DEG 39 MIN 26 SEC W 138 75/100 FT TO  
POINT ON E R/W LI OF ST LOUIS & SAN FRANCISCO RR (100 FT R/W) N 15 DEG 39 MIN 10  
SEC W ALG E LI 262 34/100 FT N 68 DEG 42 MIN 42 SEC E 233 32/100 FT TO PT ON W LI SELY  
ALG W LI BEING A CURVE TO LEFT HAVING RADIUS 11591 20/100 FT A CHORD BRG S 20  
DEG 56 MIN 58 SEC E 223 19/100 FT FOR POB OR 7439 P 1929

SECTION 22, TOWNSHIP 1 S, RANGE 30 W

NAME IN WHICH ASSESSED: LIFE CHANGING MINISTRIES OF PENSACOLA INC

Dated this 31st day of March 2022.



PAM CHILDERS  
CLERK OF THE CIRCUIT COURT  
ESCAMBIA COUNTY, FLORIDA

By:  
Emily Hogg  
Deputy Clerk



**PROPERTY INFORMATION REPORT**  
3050 Concho Drive, Pensacola, Florida 32507 | Phone: 850-466-3077

THE ATTACHED REPORT IS ISSUED TO:

SCOTT LUNSFORD, ESCAMBIA COUNTY TAX COLLECTOR

TAX ACCOUNT #: 03-0017-000 CERTIFICATE #: 2019-978

THIS REPORT IS NOT TITLE INSURANCE. THE LIABILITY FOR ERRORS OR OMISSIONS IN THIS REPORT IS LIMITED TO THE PERSON(S) EXPRESSLY IDENTIFIED BY NAME IN THE PROPERTY INFORMATION REPORT AS THE RECIPIENT(S) OF THE PROPERTY INFORMATION REPORT.

The attached Report prepared in accordance with the instructions given by the user named above includes a listing of the owner(s) of record of the land described herein together with current and delinquent ad valorem tax information and a listing and copies of all open or unsatisfied leases, mortgages, judgments and encumbrances recorded in the Official Record Books of Escambia County, Florida that appear to encumber the title to said land as listed on page 2 herein. It is the responsibility of the party named above to verify receipt of each document listed. If a copy of any document listed is not received, the office issuing this Report must be contacted immediately.

**This Report is subject to:** Current year taxes; taxes and assessments due now or in subsequent years; oil, gas, and mineral or any subsurface rights of any kind or nature; easements, restrictions and covenants of record; encroachments, overlaps, boundary line disputes, and any other matters that would be disclosed by an accurate survey and inspection of the premises.

This Report does not insure or guarantee the validity or sufficiency of any document attached, nor is it to be considered a title insurance policy, an opinion of title, a guarantee of title, or as any other form of guarantee or warranty of title.

Use of the term "Report" herein refers to the Property Information Report and the documents attached hereto.

Period Searched: April 1, 2002 to and including April 1, 2022 Abstractor: Vicki Campbell

BY

Michael A. Campbell,  
As President  
Dated: April 4, 2022

**PROPERTY INFORMATION REPORT**  
**CONTINUATION PAGE**

April 4, 2022

Tax Account #: **03-0017-000**

1. The Grantee(s) of the last deed(s) of record is/are: **DELIVERANCE TABERNACLE CHRISTIAN CENTER, INC.**

**By Virtue of Warranty Deed recorded 11/2/2021 in OR 8652/562 ABTRACTOR'S NOTE: RECORDS INDICATE LIFE CHANGING MINISTRIES OF PENSACOLA, INC. WAS AN INACTIVE CORPORATION WHEN THIS DEED WAS SIGNED SO WE HAVE INCLUDED THEIR LAST KNOWN ADDRESS FOR NOTIFICATION. IT DID INCLUDE THE CORRECT OFFICERS SIGNING.**

2. The land covered by this Report is: **See Attached Exhibit "A"**
3. The following unsatisfied mortgages, liens, and judgments affecting the land covered by this Report appear of record:
  - a. **Mortgage in favor of ServisFirst Bank recorded 11/23/2015 – OR 7439/1932, together with Assignment of Rents and Leases recorded 11/23/2015 – OR 7439/1945 and UCC Financing Statement recorded 11/23/2015 – OR 7439/1956**

4. Taxes:

**Taxes for the year(s) 2018-2020 are delinquent.**

**Tax Account #: 03-0017-000**

**Assessed Value: \$261,559.00**

**Exemptions: NONE**

5. We find the following HOA names in our search (if a condominium, the condo docs book and page are included for your review): **NONE**

Payment of any special liens/assessments imposed by City, County, and/or State.

Note: Escambia County and/or local municipalities may impose special liens/assessments. These liens/assessments are not discovered in a title search or shown above. These special assessments typically create a lien on real property. The entity that governs subject property must be contacted to verify payment status.

**PERDIDO TITLE & ABSTRACT, INC.**  
**PROPERTY INFORMATION REPORT**  
3050 Concho Drive, Pensacola, Florida 32507 | Phone 850-466-3077

**Scott Lunsford**  
**Escambia County Tax Collector**  
P.O. Box 1312  
Pensacola, FL 32591

**CERTIFICATION: TITLE SEARCH FOR TDA**

**TAX DEED SALE DATE:** JULY 5, 2022

**TAX ACCOUNT #:** 03-0017-000

**CERTIFICATE #:** 2019-978

In compliance with Section 197.522, 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	
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Notify City of Pensacola, P.O. Box 12910, 32521
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Notify Escambia County, 190 Governmental Center, 32502
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Homestead for <u>2020</u> tax year.

**LIFE CHANGING MINISTRIES  
OF PENSACOLA, INC**  
**8105 PENSACOLA BLVD**  
**PENSACOLA, FL 32534**

**DELIVERANCE TABERNACLE  
CHRISTIAN CENTER, INC**  
**1780 W DETROIT BLVD**  
**PENSACOLA, FL 32534**

**SERVISFIRST BANK**  
**316 SOUTH BAYLEN ST STE 100**  
**PENSACOLA, FL 32502**

**EDDIE FRAY AND CYNTHIA FRAY**  
**OFFICERS OF LIFE CHANGING  
MINISTRIES OF PENSACOLA, INC.**  
**911 CATERPILLAR LN**  
**CANTONMENT, FL 32533**

**Certified and delivered to Escambia County Tax Collector, this 4<sup>th</sup> day of April, 2022.**

**PERDIDO TITLE & ABSTRACT, INC.**



BY: Michael A. Campbell, As It's President

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

## **PROPERTY INFORMATION REPORT**

**April 4, 2022**

**Tax Account #:03-0017-000**

### **LEGAL DESCRIPTION EXHIBIT "A"**

**BEG AT NE COR OF LT 9 S/D OF LT 1 PLAT DB 89 P 280 N 87 DEG 28 MIN 22 SEC W ALG N LI OF LT 9 837 78/100 FT TO POINT ON W R/W LI OF PENSACOLA BLVD (200 FT R/W) FOR POB CONT N 87 DEG 28 MIN 22 SEC W 220 20/100 FT S 2 DEG 39 MIN 26 SEC W 138 75/100 FT TO POINT ON E R/W LI OF ST LOUIS & SAN FRANCISCO RR (100 FT R/W) N 15 DEG 39 MIN 10 SEC W ALG E LI 262 34/100 FT N 68 DEG 42 MIN 42 SEC E 233 32/100 FT TO PT ON W LI SELY ALG W LI BEING A CURVE TO LEFT HAVING RADIUS 11591 20/100 FT A CHORD BRG S 20 DEG 56 MIN 58 SEC E 223 19/100 FT FOR POB OR 7439 P 1929**

**SECTION 22, TOWNSHIP 1 S, RANGE 30 W**

**TAX ACCOUNT NUMBER 03-0017-000(0722-09)**

**ABTRACTOR'S NOTE: WE CAN NOT CERTIFY THE LEGAL AS WRITTEN WITHOUT A CURRENT SURVEY.**

Recorded in Public Records 11/2/2021 11:52 AM OR Book 8652 Page 562,  
Instrument #2021119908, Pam Childers Clerk of the Circuit Court Escambia  
County, FL Recording \$10.00 Deed Stamps \$0.70

Prepared by:  
Dr. Gabrieli Davis  
6020 Songbird Drive  
Pensacola, Florida 32503

## WARRANTY DEED

**THIS INDENTURE** made this the 24<sup>th</sup> day of March, 2021, between Life Changing Ministries of Pensacola, Inc. a business located at 8105 Pensacola Boulevard, Pensacola of the County of Escambia, State of Florida 32533 hereinafter referred to as "grantor" and Deliverance Tabernacle Christian Center, Inc. a business located at 1780 W. Detroit Boulevard, Pensacola of the County of Escambia State of Florida 32534 hereinafter referred to as "grantee"

**WITNESSETH**, That said Grantor for and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable considerations to said grantor in hand paid by said grantee, the receipt whereof to hereby acknowledged, has granted, bargained and sold the listed property below to have and hold forever along with all easement rights and holdings belonging to the described property located at 8105 Pensacola Boulevard, Pensacola, Florida 32534. Subject to taxes for current year, zoning ordinances and restrictions, limitations and easements of record.

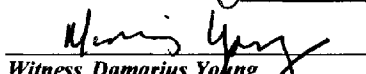
**BEG AT NE COR OF LT 9 S/D OF LT 1 PLAT DB 89 P 280 N 87 DEG 28 MIN 22 SEC W ALG N LI OF LT 9 837 78/100 FT TO POINT ON W R/W LI OF PENSACOLA BLVD (200 FT R/W) FOR POB CONT N 87 DEG 28 MIN 22 SEC W 220 20/100 FT S 2 DEG 39 MIN 26 SEC W 138 75/100 FT TO POINT ON E R/W LI OF ST LOUIS & SAN FRANCISCO RR (100 FT R/W) N 15 DEG 39 MIN 10 SEC W ALG E LI 262 34/100 FT N 68 DEG 42 MIN 42 SEC E 233 32/100 FT TO PT ON W LI SELY ALG W LI BEING A CURVE TO LEFT HAVING RADIUS 11591 20/100 FT A CHORD BRG S 20 DEG 56 MIN 58 SEC E 223 19/100 FT FOR POB OR 7439 P 1929. Whose physical address is 8105 Pensacola Boulevard. Account Number 03001700**

And said grantor does hereby fully warrant the title to said land and will defend the same against the lawful claims of all persons whomever. "Grantor" and "Grantee" are used for singular or plural, as context requires.


**IN WITNESS WHEREOF**, Grantor has hereunto set grantor's hand and seal the day and year first above written.

*Signed, sealed and delivered in our presence*

  
Printed Name and Title Eddie Fray, President

  
Witness Damarius Young  
Printed Name

  
Printed Name and Title Cynthia Fray Vice President

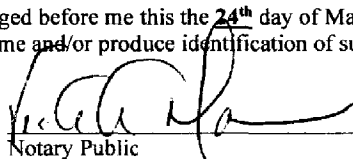
  
Witness Tony Womack  
Printed Name

STATE OF FLORIDA  
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this the 24<sup>th</sup> day of March 2021, by Eddie Fray and Cynthia Fray who are personally known by me and/or produce identification of such.



Notary Seal

  
Notary Public

Vicki K. Davis  
Printed Name

My Commission Expires

August 27, 2025

Recorded in Public Records 11/23/2015 at 02:41 PM OR Book 7439 Page 1932,  
Instrument #2015089173, Pam Childers Clerk of the Circuit Court Escambia  
County, FL Recording \$112.00 MTG Stamps \$761.25 Int. Tax \$435.00

Prepared by:  
Charles L. Hoffman, Jr., of  
SHELL, FLEMING, DAVIS & MENGE  
226 Palafox Place, 9<sup>th</sup> floor  
Pensacola, Florida 32501  
SFD&M File No.: Z247.00350

STATE OF FLORIDA  
COUNTY OF ESCAMBIA

**MORTGAGE AND SECURITY AGREEMENT**

This Mortgage and Security Agreement ("Mortgage") is made and executed as of the 20th day of November, 2015 by **Life Changing Ministries of Pensacola, Inc., a Florida not for profit corporation** ("Mortgagor" or "Borrower"), to **ServisFirst Bank, an Alabama corporation** with its principal office at 316 South Baylen Street, Suite 100, Pensacola, Florida 32502, as mortgagee ("Lender" or "Mortgagee").

**WITNESSETH:**

WHEREAS, Lender has agreed to make a loan to Mortgagor in the principal amount of Two Hundred Seventeen Thousand Five Hundred 00/100 Dollars (\$217,500.00) (the "Loan");

WHEREAS, the Loan is evidenced by a Promissory Note from Mortgagor, and all renewals, modifications and amendments thereto (the "Note") of even date herewith from Mortgagor to Lender in the original principal amount of \$217,500.00;

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

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

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

A PORTION OF SECTION 22, TOWNSHIP 1 SOUTH, RANGE 30 WEST, ESCAMBIA COUNTY, FLORIDA,

COMMENCING AT THE NORTHEAST CORNER OF LOT 9 OF A SUBDIVISION OF LOT 1 OF SAID SECTION, ACCORDING TO PLAT FILED IN DEED BOOK 89, PAGE 281, OF THE PUBLIC RECORDS OF SAID COUNTY; THENCE NORTH 87°28'22" WEST ALONG THE NORTH LINE OF SAID LOT 9 FOR A DISTANCE OF 837.78 FEET TO AN IRON ROD ON THE WEST RIGHT OF WAY LINE OF PENSACOLA BLVD (200' R/W) FOR THE POINT OF BEGINNING; THENCE CONTINUE NORTH 87°28'22" WEST, 220.20 FEET TO AN IRON ROD; THENCE SOUTH 02°39'26" WEST, 138.75 FEET TO AN IRON ROD ON THE EAST RIGHT OF WAY LINE OF ST. LOUIS & SAN FRANCISCO RAILROAD (100' R/W); THENCE NORTH 15°39'10" WEST ALONG SAID EAST LINE, 262.34 FEET TO AN IRON ROD; THENCE NORTH 68°42'42" EAST, 233.32 FEET TO A CONCRETE MONUMENT ON SAID WEST LINE; THENCE SOUTHEASTERLY ALONG SAID WEST LINE BEING A CURVE TO THE LEFT HAVING A RADIUS OF 11591.20 FEET, A CHORD BEARING AND DISTANCE OF SOUTH 20°56'58" EAST, 223.19 FEET FOR AN ARC DISTANCE OF 223.19 FEET TO THE POINT OF BEGINNING.

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

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



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located on the Property, whether such materials, equipment, fixtures and fittings are actually located on or adjacent to the Property or not, and whether in storage or otherwise, wheresoever the same may be located, including without limitation all lumber and lumber products, bricks, building stones and building blocks, sand and cement, roofing material, paint, doors, windows, hardware, nails, wires and wiring, plumbing and plumbing fixtures, sewer lines and pumping stations and fixtures and equipment, heating and air-conditioning equipment and appliances, electrical and gas equipment and appliances, pipes and piping, ornamental and decorative fixtures, furniture, ranges, refrigerators, dishwashers and disposals;

(D) All fixtures, appliances, machinery, furniture, furnishings, apparatus, equipment and other articles of personal property of any nature whatsoever owned by Mortgagor now or at any time hereafter and now or hereafter installed in, attached to or situated in or upon the Property or the Improvements, or used or intended to be used in connection with the Property or in the operation, occupancy, use, maintenance or enjoyment of any of the Improvements now or hereafter erected thereon or relating or appertaining thereto, whether or not such personal property is or shall be affixed thereto, including without limitation all furniture, furnishings, apparatus, machinery, motors, elevators, fittings, radiators, ranges, ovens, ice boxes, refrigerators, awnings, shades, screens, blinds, office equipment, carpeting and other furnishings, and all plumbing, heating, lighting, cooking, laundry, ventilating, refrigerating, incinerating, air-conditioning and sprinkler equipment and fixtures and appurtenances thereto; and all proceeds thereof (including without limitation condemnation awards and insurance proceeds), all extensions, betterments and accessions thereto, all renewals and replacements thereof and all articles in substitution therefor, whether or not the same are or shall be attached to the Property or Improvements in any manner; it being mutually agreed that all the aforesaid property shall, so far as permitted by law, be deemed to be fixtures and a part of the Property, and as to the balance of said Property, this Mortgage is hereby deemed to be as well a Security Agreement for the purpose of creating a security interest in said property and securing the Loan for the benefit of Lender. Notwithstanding this subparagraph (D), this Mortgage is only secures the fixtures and attached appliances and attached equipment described in this subparagraph (D);

(E) All easements, rights-of-way, gores of land, vaults, streets, ways, alleys, passages, sewer rights, waters, water courses, water rights and powers, riparian rights, water stock, development rights, air rights, public places, and all estates, rights, titles, interests, privileges, liberties, tenements, hereditaments and appurtenances whatsoever, in any way belonging, relating to or appertaining to the Property, 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, and the reversion and reversions and remainder and remainders thereof, and all rents, royalties, issues, profits, revenues and income with respect to the Property (including without limitation all condemnation awards, insurance proceeds, payments under leases and tenancies, sale proceeds, purchase deposits, tenant security deposits, escrow funds, and all proceeds, claims, causes of action and recoveries arising on account of any damage to or taking of, or for any loss or diminution in the value of, the Property or any Improvements, or any part thereof or interest therein), and all the estate, right, title, interest, property, possession, claim and demand whatsoever at law, as well as in equity, of Mortgagor of, in and to the same;

TO HAVE AND TO HOLD the Mortgaged Property and all parts thereof, together with all rights, privileges and appurtenances thereunto belonging, unto the Lender, his successors and assigns, forever, subject however to the terms and conditions herein.

#### ARTICLE I COVENANTS AND AGREEMENTS OF MORTGAGOR

1.01 Secured Obligations. This instrument secures:

(a) The payment and performance of the indebtedness and obligations under the Note, including all extensions, renewals, consolidations and modifications of the Note.

(b) The payment and performance of the Mortgagor's obligations under this Mortgage.

(c) The payment of all sums advanced or paid out by the Lender under any provision of this Mortgage or to protect the security of this Mortgage.

(d) The payment of the principal and interest on all other or future loans or advances made by the Lender, at Lender's option, to the Mortgagor (or any successor in interest to the Mortgagor as the owner of all or any part of the Mortgaged Property), when the promissory note evidencing the loan or advance specifically states that it is secured by the

Mortgage ("Future Advances"), including all extensions, renewals and modifications of any Future Advances, provided that such Future Advances are made within twenty (20) years from the date of this Mortgage or within such lesser period of time as may be hereafter provided by law as a prerequisite for the sufficiency of actual notice or record notice of such optional Future Advances as against the rights of creditors or subsequent purchasers for a valuable consideration, although there may be no advance made at the time of the execution of this Mortgage and although there may be no indebtedness outstanding at the time any Future Advance is made. It is intended that the lien of this Mortgage shall be valid as to all such indebtedness and Future Advances from the time this Mortgage is filed for record. The total amount of indebtedness that may be secured by this Mortgage may decrease or increase from time to time, provided, however, that the total unpaid balance secured at any time shall not exceed a maximum principal amount of Four Hundred Thousand and 00/00 Dollars (\$435,000.00) plus interest thereon, and any disbursements made by Lender for the payment of taxes, levies or insurance on the property covered by this Mortgage, together with interest thereon, plus reasonable attorney's fees and court costs incurred in the collection of any or all of said sums of money. To the extent that this Mortgage may secure more than one note, a default in the payment of one note shall constitute a default in the payment of all other notes. However, this provision as to Future Advances shall not be construed to obligate Lender to make any additional advances or loans.

(e) The payment and performance of the Borrower's obligations under the Loan Agreement and other Loan Documents (as defined in the Loan Agreement) and under all other present and future agreements executed by the Borrower or Mortgagor in favor of the Lender and relating to the Loan.

1.02 Warranty of Title. Mortgagor warrants that it is presently seized and possessed of an unencumbered, indefeasible fee simple estate in the Property, free and clear of all liens, claims and encumbrances and subject only to the exceptions, if any, listed in the title commitment issued in connection with this Loan; that it has good right, full power and lawful authority to mortgage, pledge and encumber the Mortgaged Property; and that they own the personal property and fixtures subject to this Mortgage free and clear of all liens and encumbrances. Further, Mortgagor warrants that she shall preserve such title to the Mortgaged Property and shall forever warrant and defend the same unto Lender and its successors and assigns against the claims of all persons and parties whomsoever.

1.03 Transfer of Title. It is specifically agreed and understood that Mortgagor shall not sell, contract to sell, grant an option to purchase, transfer or otherwise convey all or any part of the Mortgaged Property, or any interest therein, nor transfer the benefit of the Loan evidenced by the Note and secured by the Mortgage or the interest rate specified in the Note to any person acquiring title from the Mortgagor. Unless Lender gives its prior consent in writing, the violation or attempted violation of any of the foregoing prohibitions or restrictions shall be an Event of Default under this Mortgage and the Note secured hereby. No cure period will apply to this default. Any consent given by Lender hereunder shall pertain only to the proposed transfer of title for which the consent was requested and shall not obligate Lender to approve any further or future transfers.

1.04 Assignment of Leases and Rents.

In consideration of the making of the Loan by Mortgagee to Mortgagor, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Mortgagor absolutely and unconditionally assigns the Mortgaged Property and any and all leases and rents to Mortgagee. This assignment is, and is intended to be, an unconditional, absolute and present assignment from Mortgagor to Mortgagee of all of Mortgagor's right, title and interest in and to the Mortgaged Property and any and all leases and rents to Mortgagee and not an assignment in the nature of a pledge of the Mortgaged Property and any and all leases and rents to Mortgagee or the mere grant of a security interest therein. So long as no Event of Default shall exist, however, and so long as Mortgagor is not in default in the performance of any obligation, covenant or agreement contained in the Mortgaged Property and any and all leases and rents to Mortgagee, Mortgagor shall have a license (which license shall terminate automatically and without notice upon the occurrence of an Event of Default or a default by Mortgagor under the Mortgaged Property and any and all leases and rents to Mortgagee) to collect, but not prior to accrual, all such amounts. Mortgagor agrees to collect and hold all such amounts in trust for Mortgagee and to use such amounts for the payment of the cost of operating and maintaining the Mortgaged Property and for the payment of the other obligations before using such amounts for any other purpose.

1.05 Use and Operation. Mortgagor warrants and represents to Lender that the proposed use of the Mortgaged Property, complies with all existing development orders, development of regional impact orders, zoning, future land use maps, comprehensive plans, land use regulations, growth management regulations and concurrency regulations of all federal, state and local governmental bodies and agencies having jurisdiction with respect to the Mortgaged Property which

are applicable to the Mortgaged Property and with all other federal, state and local laws, rules and regulations which are applicable to the Mortgaged Property or the use thereof. Mortgagor shall comply with all existing and future requirements of all governmental authorities having jurisdiction over the Mortgaged Property.

1.06 Security Agreement. This Mortgage constitutes a Security Agreement under the Florida Uniform Commercial Code and creates a security interest in all that property (and the proceeds thereof) included in the Mortgaged Property which might otherwise be deemed "personal property". Mortgagor hereby irrevocably authorize Lender to execute, deliver and file such instruments as are necessary to perfect the security interest granted to Lender herein without further consent from Mortgagor. Mortgagor shall execute, deliver, file and refile, any financing statements, continuation statements and other security agreements Lender may require from time to time to confirm the lien of this Mortgage with respect to such property. Without limiting the foregoing, Mortgagor hereby irrevocably appoints Lender attorney-in-fact for Mortgagor to execute, deliver and file such instruments for and on behalf of Mortgagor, provided that an Event of Default exists hereunder. For purposes of the foregoing sentence only, an affidavit by an officer of Lender shall be sufficient evidence of the existence of an Event of Default by Mortgagor. Notwithstanding any release of any or all of that property included in the Mortgaged Property which is deemed "real property", any proceedings to foreclose this Mortgage or its satisfaction of record, the terms hereof shall survive as a security agreement with respect to the security interests created hereby and referred to above until the repayment or satisfaction in full of the obligations of Mortgagor as are now or hereafter evidenced by the Note.

1.07 Hazardous Substances. Mortgagor shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances (hereinafter defined) on or in the Mortgaged Property. Mortgagor shall not do, nor allow anyone else to do, anything affecting the Mortgaged Property that is in violation of any Environmental Law (hereinafter defined). Mortgagor shall promptly give Mortgagee written notice of any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Mortgaged Property and any Hazardous Substance or Environmental Law of which Mortgagor has actual knowledge. If Mortgagor learns, or is notified by any governmental or regulatory authority, that any removal or other remediation of any Hazardous Substance affecting the Mortgaged Property is necessary, Mortgagor shall promptly take all necessary remedial actions in accordance with Environmental Law at Mortgagor's expense. As used in this paragraph, "Hazardous Substances" are those substances defined as toxic or hazardous substances by Environmental Law, and the following substances: (i) gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides and volatile solvents (other than such small quantities thereof as are generally recognized as being appropriate to normal use and to maintenance of the Mortgaged Property), and (ii) materials containing asbestos or formaldehyde, and radioactive materials. As used in this paragraph, "Environmental Law" means federal laws and laws of the jurisdiction where the Mortgaged Property are located that relate to health, safety or environmental protection. To the maximum extent permitted by applicable law, Mortgagor shall indemnify Mortgagee and Mortgagee's successors, assigns, officers, directors, shareholders, employees, affiliates and agents (collectively, the "Indemnitees") against any and all liabilities, losses, damages or expenses suffered or incurred by Indemnitees as the result of Mortgagor's failure to observe or perform any of the provisions of this paragraph, as a result of the failure of Mortgagor or any other person to comply with any Environmental Law affecting the Mortgaged Property or as a result of the presence, storage, disposal or treatment on the Mortgaged Property of any Hazardous Substance. The indemnification obligations of Mortgagor under this paragraph shall survive payment or satisfaction of the Secured Indebtedness and any acquisition of the Mortgaged Property by Mortgagee by foreclosure of this Mortgage, by conveyance in lieu of foreclosure or otherwise, and such provisions shall remain in full force and effect as long as the possibility exists that Indemnitees may suffer or incur any such liabilities, losses, damages or expenses.

1.08 No Secondary Financing. Without the prior written consent of Lender, Mortgagor shall not create or cause or permit to exist in favor of any party other than Mortgagee any lien on, or security interest in, the Mortgaged Property, including any furniture, fixtures, appliances, equipment and other items of personal property now or hereafter owned by Mortgagor which are intended to be or become part of the Mortgaged Property. Mortgagor shall promptly discharge, at Mortgagor's cost and expense, all liens, encumbrances and charges upon the Mortgaged Property, or any part thereof or interest therein, except such liens, encumbrances and charges specifically approved by Lender in writing. In any event, Mortgagor shall have no right to permit the holder of any subordinate mortgage or other subordinate lien, whether or not consented to by Lender, to terminate any lease of all or any portion of the Mortgaged Property whether or not such lease is subordinate (whether by law or the terms of such lease or a separate agreement) to the lien of this Mortgage without first obtaining the prior written consent of Lender. The holder of any subordinate mortgage or other subordinate lien shall have no such right, whether by foreclosure of its mortgage or lien or otherwise, to terminate any such lease, whether or not permitted to do so by Mortgagor or as a matter of law, and any such attempt to terminate any such lease shall be ineffective and void.

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1.09 Subrogation. To the extent of the Secured Indebtedness, Mortgagee is hereby subrogated to the lien or liens and to the rights of the owners and holders thereof of each and every mortgage, lien or other encumbrance on the Mortgaged Property which is paid or satisfied, in whole or in part, from the proceeds of the loan evidenced by the Secured Indebtedness or from the proceeds of any future or additional advances, and the liens of said mortgages or other encumbrances, shall be and the same and each of them hereby are preserved and shall pass to and be held by Mortgagee herein as security for the Secured Indebtedness, to the same extent that it would have been preserved and would have been passed to and been held by Mortgagee had it been duly and regularly assigned, transferred, set over and delivered unto Mortgagee by separate deed of assignment, notwithstanding the fact that the same may be satisfied and cancelled of record, it being the intention that the same will be satisfied and cancelled of record by the holders thereof at or about the time of the recording of this Mortgage.

**ARTICLE II**  
**DEFAULT AND REMEDIES**

2.01 Default. In addition to all other "Events of Default" specified elsewhere in this Mortgage or the other Loan Documents, an Event of Default under this Mortgage shall exist if:

- (a) Mortgagor fails to make any monetary payment required to be made to Lender by the Note or other Loan Documents; or
- (b) Mortgagor fails to perform any other covenant contained in this Mortgage and fails to commence the cure of such failure within fifteen (15) days after Lender gives Mortgagor written notice of such failure (unless such default, if curable, requires work to be performed, acts to be done, or conditions to be remedied that by their nature cannot be performed, done or remedied, as the case may be, within such fifteen (15)-day period and Borrower shall diligently and continuously process the same to completion, or unless Lender's security reasonably will be materially impaired if Borrower does not perform in less than fifteen (15) days, in which event Borrower shall have only such period following demand in which to perform as Lender may specify), provided that Mortgagor shall have no grace period or right to cure any default under Sections 1.03; or
- (c) Any other Event of Default or default occurs under any of the Loan Documents or any other agreement which evidences, guarantees or secures any part of the indebtedness or obligations evidenced by the Note or secured by this Mortgage; or
- (d) A default occurs under any other mortgage now or hereafter encumbering all or any part of the Mortgaged Property; or
- (e) Any representation or disclosure made to the Lender by or on behalf of Mortgagor or by any guarantor of any indebtedness or obligation secured by this Mortgage proves to be materially false or misleading on the date as of which made, whether or not that representation or disclosure appears in this Mortgage; or
- (f) Mortgagor of the Note files a voluntary petition in bankruptcy or any petition or answer seeking or acquiescing in any reorganization, rehabilitation, arrangement, composition, readjustment, liquidation, dissolution or other relief under any present or future federal, state or other statute, law or regulation relating to bankruptcy, insolvency or other relief for debtors; or an order for relief is entered in an involuntary bankruptcy case filed against the Mortgagor; or the Mortgagor seeks or consents to or acquiesce in the appointment of any trustee, custodian, receiver or liquidator of itself or of all or any part of the Mortgaged Property or any interest therein or all or any of the rents, revenues, issues, earnings, profits or income thereof; or Mortgagor shall make a general assignment for the benefit of its or his creditors; or Mortgagor commits any act providing grounds for the entry of an order for relief under any chapter of the federal bankruptcy code; or
- (g) A petition or case is filed against Mortgagor of the Note seeking any reorganization, rehabilitation, arrangement, composition, readjustment, liquidation, dissolution or other relief under any present or future federal, state or other statute, law or regulation relating to bankruptcy, insolvency or other relief for debtors, or the appointment of any trustee, custodian, receiver or liquidator of the Mortgagor or of all or any part of the Mortgaged Property or any interest therein or of any or all of the rents, revenues, issues, earnings, profits or income thereof, and such petition, case or appointment shall not be dismissed within sixty (60) days after such filing or appointment; or

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(h) Any other event occurs which, under the Note or under any other agreement of the Mortgagor relating to the Loan, constitutes an Event of Default thereunder by the Mortgagor or gives the Lender the right to accelerate the maturity of all or any part of the indebtedness evidenced by the Note or related loan documents or secured by this Mortgage; or

(i) A default occurs in payment of any indebtedness of Mortgagor, of any portion of the indebtedness secured by the Mortgage, or under any instrument evidencing, securing or governing any such indebtedness subject to any cure periods set forth in the Loan Agreement; or

(j) Any judgment or order for payment of money is levied against Mortgagor, of any portion of the indebtedness secured by the Mortgage and remains unsatisfied for a period of thirty (30) days without a stay of execution.

2.02 Acceleration. Upon the occurrence of an Event of Default under this Mortgage, then the whole of the indebtedness evidenced by the Note or secured hereby shall, without notice, demand or legal process, become immediately due and payable at the option of the Lender.

2.03 General Remedies. Upon the occurrence of an Event of Default under this Mortgage, the Lender may, at its continuing option, and without notice to or demand upon the Mortgagor:

(a) Enter onto the Mortgaged Property, in person or by agents or by court-appointed receiver, and take possession thereof and exclude the Mortgagor and the Mortgagor's agents and employees wholly therefrom, and upon demand of Lender, Mortgagor shall forthwith surrender to Lender actual possession of the Mortgaged Property, and upon every such entering and taking of possession, the Lender may hold, store, use, operate, manage, control and maintain the Mortgaged Property and conduct the business thereon and, from time to time, (i) make or perform all necessary and proper construction, repairs, renewals, replacements, additions, betterments and improvements thereto and thereon and purchase or otherwise acquire additional fixtures, personal and other property; (ii) insure or keep the Mortgaged Property insured; (iii) manage and operate the Mortgaged Property and exercise all the rights and powers of Mortgagor in its name or otherwise with respect to the same; and (iv) enter into any and all agreements with respect to the exercise by others of any of the powers herein granted to Lender, all as Lender may from time to time determine to be to its best interest. Further, Lender may collect and receive all of the income, rents, profits, issues, revenues and accounts of or related to the Mortgaged Property, including those past due as well as those accruing thereafter, and Lender may apply any monies and proceeds received by Lender in such order and priority as Lender in its sole discretion may determine to all expenses of taking, holding, managing and operating the Mortgaged Property (including compensation for the services of all persons employed for such purposes), to the cost of all such maintenance, repairs, renewals, replacements, additions, betterments, improvements, purchases and acquisitions, to the cost of such insurance, to such taxes, assessments and other charges as Lender may determine to pay, to other proper charges upon the Mortgaged Property or any part thereof, to the reasonable compensation and expenses of attorneys and agents of the Lender, to accrued interest, to deposits for taxes, insurance and similar items required hereunder, and to overdue installments of principal. For the purposes of carrying out the provisions of this Subsection (a), Mortgagor hereby irrevocably constitutes and appoints Lender as Mortgagor's agent and attorney-in-fact to do and perform, from time to time, any and all actions necessary or incidental to such purpose and does, by these presents, ratify and confirm any and all actions of said attorney-in-fact in the Mortgaged Property. Whenever all Events of Default have been cured and satisfied, Lender shall surrender possession of the Mortgaged Property to Mortgagor, provided that the right of Lender to take possession, from time to time, pursuant to this Section shall exist if any subsequent Event of Default shall occur and be continuing;

(b) Bring a court action at law or in equity (i) to foreclose this Mortgage, (ii) to enforce its provisions or any of the indebtedness or obligations secured by this Mortgage, and (iii) to enforce Lender's rights and remedies under any or all guaranties, security agreements, assignments and other instruments and agreements evidencing or securing the Note, or to do any or all of the foregoing, concurrently or otherwise, and one action or suit shall not abate or be a bar to or waiver of Lender's right to institute or maintain any other, or constitute an election of remedies by Lender, provided that Lender shall have only one payment and satisfaction of the indebtedness;

(c) Exercise any other right or remedy available at law or in equity;

(d) Bid at any foreclosure sale and purchase the Mortgaged Property, or any part thereof, if the highest bidder therefor. At the foreclosure sale the Mortgaged Property may be offered for sale and sold as a whole without first

offering it in any other manner or may be offered for sale and sold in any other manner Lender may elect in its sole discretion without regard to principles of marshalling.

2.04 Proceeds of Sale. The proceeds of any sale under this Mortgage shall be applied in the following manner:

(a) First, to payment of the costs and expenses of the sale, including but not limited to Lender's fees, reasonable legal fees and disbursements, title charges and transfer taxes, and payment of all expenses, liabilities and advances of the Lender, together with interest at the rate provided under the Note on all advances made by the Lender.

(b) Second, to payment of all sums expended by the Lender under the terms of this Mortgage and not yet repaid, together with interest on such sums at the after-default rate provided under the Note.

(c) Third, to payment of the indebtedness and obligations of the Mortgagor evidenced by the Note or related loan documents or secured by this Mortgage in any order that the Lender chooses.

(d) Fourth, the remainder, if any, to the person or persons appearing of record to be the owner of the Mortgaged Property, or as a court of competent jurisdiction shall otherwise order.

2.05 Marshalling. Mortgagor waives all rights to direct the order or manner in which any of the Mortgaged Property will be sold in the event of any sale under this Mortgage and also waives any right to have any of the Mortgaged Property marshalled upon any sale.

2.06 Receiver. In the event a suit shall be instituted to foreclose this Mortgage, Mortgagee, its successors or assigns, shall be entitled to apply at any time pending such foreclosure suit to the court having jurisdiction thereof for the appointment of a receiver for all and singular the Mortgaged Property and of all the rents, income, profits, issues and revenues thereof, from whatsoever source derived, with the usual powers and duties of receivers in like cases and such appointment shall be made by such court as a matter of strict right to Mortgagee, its successors or assigns, without reference to the adequacy or inadequacy of the value of the property hereby mortgaged or to the solvency or insolvency of the Mortgagor, Mortgagor's legal representatives, successors or assigns, and that such rents, profits, incomes, issues, and revenues shall be applied by such receiver to the payment of the Secured Indebtedness, costs, and charges, according to the order of said court. The Mortgagor hereby specifically waive the right to object to the appointment of a receiver as described herein and hereby expressly consents that such appointment shall be made as an admitted equity and is Mortgagee's absolute right, and that the appointment may be done without notice to the Mortgagor. Mortgagor further consents to the appointment of Mortgagee or any officer or employee of Mortgagee as receiver.

2.07 Remedies Cumulative. All remedies contained in this Mortgage are cumulative, and the Lender also has all other remedies provided by law, in equity, by statute or in any other agreement between the Mortgagor and the Lender. No right, power or remedy conferred upon or reserved to the Lender by this Mortgage, the Note or any assignment of leases or other agreement now or hereafter evidencing, securing or otherwise relating to the Loan shall be exclusive of any other right, power or remedy, but each and every such right, power and remedy shall be cumulative and concurrent and shall be in addition to any other right, power and remedy given hereunder or now or hereafter existing at law or in equity or by statute. No delay or failure by the Lender to exercise any right or remedy under this Mortgage will be construed to be a waiver of that right or remedy or of any Event of Default hereunder. The Lender may exercise any one or more of its rights and remedies at its option without regard to the adequacy of its security.

2.08 Repossession and Sale of Personal Property. Expenses of retaking, holding, preparing for sale, selling or the like shall be borne by Mortgagor and shall include Lender's attorneys' fees and legal expenses. Mortgagor, upon demand of Lender, shall assemble all personal property subject to this Mortgage and Security Agreement and make it available to Lender at the Property, a place which is hereby deemed to be reasonably convenient to Lender and Mortgagor. Lender shall have the right to cause any of the Mortgaged Property which is subject to the security interest of Lender hereunder to be sold at any one or more public or private sales as permitted by applicable law. Any such disposition may be conducted by an employee or agent of Lender. Any person, including Mortgagor and Lender, shall be eligible to purchase any part or all of such property at any such sale. Lender shall give Mortgagor at least five (5) days' prior written notice of the time and place of any public sale or other disposition of such property or of the time of or after which any private sale or other intended disposition is to be made, and if such notice is sent to Mortgagor as provided for the mailing of notices herein, it is hereby deemed that such notice shall be and is reasonable notification to Mortgagor.

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2.09 Expenses. Mortgagor shall pay all of the Lender's expenses incurred in any efforts to enforce any terms of this Mortgage or to collect the indebtedness secured hereby, whether or not any lawsuit is filed, including but not limited to reasonable attorneys' fees and disbursements, foreclosure costs, appraisal costs and title charges, the payment of which sums is secured by this Mortgage.

### ARTICLE III GENERAL PROVISIONS

3.01 Partial Invalidity. The invalidity or unenforceability of any one or more provisions of this Mortgage will in no way affect the remaining provisions hereof which shall be and remain in full force and effect.

3.02 Monthly Deposits. At Lender's request after the occurrence of an Event of Default under this Mortgage or upon Mortgagor's failure to pay the taxes, lease payments, insurance premiums, assessments and other similar charges hereinafter described when due, Mortgagor shall pay to the Lender on the first day of each month, together with and in addition to the regular installment of interest or principal and interest under the Note, until the Note is fully paid, an amount equal to one-twelfth (1/12) of the yearly taxes, lease payments, insurance premiums, assessments and other similar charges against the Mortgaged Property or any part thereof as estimated by the Lender to be sufficient to enable the Lender to pay all such charges at least thirty (30) days before they first become due. Such added payments shall not be, nor be deemed to be, trust funds, but may be commingled with the general funds of the Lender, and no interest shall be payable in respect thereto. Upon demand of the Lender the Mortgagor shall deliver to the Lender such additional monies as are necessary to make up any deficiencies in the amounts necessary to enable the Lender to pay such taxes, lease payments, insurance premiums, assessments and similar charges. Upon the occurrence of an Event of Default under any of the terms, covenants or conditions in the Note, Loan Agreement or related Loan Documents, or under this Mortgage, the Lender may apply to the reduction of the sums secured hereby, in such manner as the Lender shall determine, any amount under this Section remaining to the Mortgagor's credit.

3.03 Taxes, Utilities and Liens.

(a) The Mortgagor shall pay promptly, when and as due, and shall promptly exhibit to the Lender receipts for the payment of, all taxes, lease payments, insurance premiums, assessments, water rates, dues, charges, fines and impositions of every nature whatsoever imposed, levied or assessed or to be imposed, levied or assessed upon or against the Mortgaged Property or any part thereof, or upon the interest of the Lender in the Mortgaged Property as well as all income taxes, assessments and other governmental charges lawfully levied and imposed by the United States of America or any state, county, municipality, borough or other taxing authority upon the Mortgagor or in respect of the Mortgaged Property or any part thereof, or any charge which, if unpaid, would become a lien or charge upon the Mortgaged Property prior to or equal to the lien of the Mortgage for any amounts secured hereby or would have priority or equality with the mortgage in distribution of the proceeds of any foreclosure sale of the Mortgaged Property or any part thereof.

(b) Upon demand, Mortgagor shall promptly reimburse Lender for any and all sums Lender pays as intangible tax and documentary stamp tax on the Note or this Mortgage, or any future modification or extension thereof, pursuant to law as it now exists or may be hereafter amended.

(c) The Mortgagor shall promptly pay all charges by utility companies, whether public or private, for electricity, gas, water, sewer or other utilities furnished to the Mortgaged Property.

(d) The Mortgagor shall promptly pay any and all mechanic's, laborer's, statutory and other liens upon any of the Mortgaged Property and shall not suffer any of the same to be created or to remain outstanding upon any of the Mortgaged Property.

3.04 Insurance. Mortgagor will keep the Mortgaged Property insured against loss or damage by fire, flood and such other risks and matters including, without limitation, business interruption, rental loss, public liability and boiler insurance, as Mortgagee may from time to time require in amounts required by Mortgagee, not exceeding in the aggregate 100% of the full insurable value of the Mortgaged Property and shall pay the premiums for such insurance as same become due and payable. All policies of insurance (the "Policies") shall be issued by an insurer acceptable to Mortgagee and shall name Mortgagee as the person to which all payments made by such insurance company shall be paid and shall contain such

other terms as reasonably required by Mortgagee. Mortgagor will assign and deliver the Policies to Mortgagee. Not later than thirty (30) days prior to the expiration date of each of the Policies, Mortgagor will deliver to Mortgagee evidence satisfactory to Mortgagee of the renewal of each of the Policies. If the Mortgaged Property shall be damaged or destroyed, in whole or in part, by fire or other casualty, Mortgagor shall give prompt notice thereof to Mortgagee. Sums paid to Mortgagee by any insurer may be retained and applied by Mortgagee toward payment of the Secured Indebtedness in such priority and proportions as Mortgagee in its discretion shall deem proper or, at the discretion of Mortgagee, the same may be paid, either in whole or in part, to Mortgagor for such purposes as Mortgagee shall designate. If Mortgagee shall receive and retain such insurance money, the lien of this Mortgage shall be reduced only by the amount thereof received after expenses of collection and retained by Mortgagee and actually applied by Mortgagee in reduction of the Secured Indebtedness.

3.05 Condemnation. Mortgagor shall give Lender immediate written notice of any actual or threatened condemnation proceeding affecting all or any part of the Mortgaged Property or any interest therein. If all or any part of the Mortgaged Property shall be damaged or taken through condemnation (which term when used in this Mortgage shall include any damage or taking by any governmental authority and any transfer by private sale in lieu thereof), either temporarily or permanently, the entire indebtedness secured hereby shall at the option of the Lender become immediately due and payable; provided, however, that in the event of a partial taking of the Mortgaged Property, Lender shall be entitled to accelerate the entire indebtedness secured hereby only if Lender in good faith deems itself insecure by reason of such partial taking. The Lender shall be entitled to all compensation, awards and other payments or relief thereof and is hereby authorized, at its option, to commence, appear in and prosecute, in its own or the Mortgagor's name, any action or proceedings relating to any condemnation. All such compensation, awards, damages, claims, rights of action and proceeds and the right thereto are hereby assigned by the Mortgagor to the Lender, which, after deducting therefrom all its expenses, including attorney's fees, may release any monies so received by it without affecting the lien of this Mortgage or may apply the same in such manner as the Lender shall determine to the reduction of the sums secured hereby, and any balance of such monies then remaining shall be paid to the Mortgagor. The Mortgagor agrees to execute such further assignments of any compensations, awards, damages, claims, rights of action and proceeds as the Lender may require.

3.06 Care of the Property.

(a) The Mortgagor shall preserve and maintain the Mortgaged Property in neat, orderly and good condition and repair, shall maintain all equipment and personal property comprising the Mortgaged Property in good working order, shall not commit or suffer any waste, and shall not do or suffer to be done anything which might increase the risk of fire or other hazard to the Mortgaged Property or any part thereof or invalidate any insurance carried thereon. In the event Mortgagor default under its obligations under this Section 3.06(a), then in addition to all other remedies available to Lender by reason of such default, Lender shall be entitled to establish a maintenance reserve escrow account and to require Mortgagor to pay to Lender on the first day of each month, together with and in addition to the regular installment of interest or principal and interest under the Note, until the Note is fully paid, an amount deemed sufficient by Lender in the reasonable exercise of its judgment and discretion to provide for the present and future maintenance of the Mortgaged Property.

(b) Except as otherwise provided herein or in the Loan Agreement, no buildings, fixtures, personal property or other improvements shall be constructed, removed, demolished or materially altered on any part of the Mortgaged Property without the prior written consent of the Lender. The Mortgagor may sell or otherwise dispose of, free from the lien of this Mortgage and Security Agreement, furniture, furnishings, equipment, tools, appliances, machinery, fixtures and appurtenances which may become worn out, undesirable, obsolete, disused or unnecessary for use in the operation of the Mortgaged Property, upon replacing the same by, or substituting for the same, other furniture, furnishings, equipment, tools, appliances, machinery, fixtures or appurtenances not necessarily of the same character, but of at least equal value to the Mortgagor and costing not less than the amount realized from the property sold or otherwise disposed of, which shall forthwith become, without further action, subject to the lien of this Mortgage and Security Agreement.

(c) The Lender is hereby authorized to enter upon and inspect the Mortgaged Property at any time and from time to time during normal business hours.

(d) The Mortgagor shall promptly comply with all present and future laws, ordinances, rules and regulations of any governmental authority affecting the Mortgaged Property or any part thereof.



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(e) If all or any part of the Mortgaged Property shall be damaged by fire or other casualty causing damage in excess of \$5,000.00, the Mortgagor shall give immediate written notice of same to Lender and shall promptly restore the Mortgaged Property to the equivalent of its original condition, regardless of whether insurance proceeds are made available. If a part of the Mortgaged Property shall be physically damaged through condemnation, the Mortgagor shall give immediate written notice of same to Lender and shall promptly restore, repair or alter the remainder of the Mortgaged Property in a manner satisfactory to the Lender.

3.07 Required Notices. In addition to all other notices required by the Loan Documents, Mortgagor shall promptly notify Lender in writing of the occurrence of any of the following:

- (a) A fire or other casualty causing damage to the Mortgaged Property in excess of \$5,000.00;
- (b) Receipt of notice of eminent domain proceedings or condemnation of all or any part of the Mortgaged Property;
- (c) Receipt of notice of any violation of any law, ordinance or regulation from any governmental authority relating to the structure, use or occupancy of the Mortgaged Property;
- (d) Receipt of any default or acceleration notice from the holder of any lien or security interest in the Mortgaged Property or any portion thereof; and
- (e) Commencement of any material litigation affecting the Mortgaged Property.

3.08 Performance by Lender of Defaults by Mortgagor. If the Mortgagor shall default in the payment of any tax, lien, assessment or charge levied or assessed against the Mortgaged Property; in the payment of any utility charge, whether public or private; in the payment of any insurance premium; in the procurement of insurance coverage and the delivery of the insurance policies required hereunder; or in the performance or observance of any other covenant, condition or term of this Mortgage, then the Lender, at its option, may perform or observe the same, and all payments made or costs paid or incurred by the Lender in connection therewith shall be secured hereby and shall be, without demand, immediately repaid by the Mortgagor to the Lender with interest thereon at the after-default rate set forth in the Note. The Lender shall be the sole judge of the legality, validity and priority of any such tax, lien, assessment, charge, claim and premium; of the necessity for any such actions; and of the amount necessary to be paid in satisfaction thereof. The Lender is hereby empowered to enter and to authorize others to enter upon the Mortgaged Property or any part thereof for the purpose of performing or observing any such defaulted covenant, condition or term, without thereby becoming liable to the Mortgagor or any person in possession holding under the Mortgagor.

3.09 Lender's Option on Foreclosure. Upon the occurrence of an Event of Default, at the option of the Lender, this Mortgage may be foreclosed in accordance with applicable law, in which event reasonable attorney's fee shall, among other costs and expenses, be allowed and paid out of the proceeds of the sale. In the event Lender exercises its option to foreclose the Mortgage in equity, Lender may, at its option, foreclose this Mortgage subject to the rights of any tenants of the Mortgaged Property and the failure to make any such tenants parties defendants to any such foreclosure proceeding and to foreclose their rights shall not be, nor be asserted to be by the Mortgagor, a defense to any proceedings instituted by the Lender to collect the sums secured hereby or any deficiency remaining unpaid after the foreclosure sale of the Mortgaged Property.

3.10 Waiver of Exemption. Mortgagor hereby waives all rights of exemption pertaining to real or personal property as to any indebtedness secured by or that may be secured by this Mortgage, and Mortgagor waives the benefit of any statute regulating, restricting or prohibiting the obtaining of a deficiency judgment by Lender against Mortgagor or requiring that the value of the Mortgaged Property be set off against any part of the indebtedness secured hereby, except as might be provided under Florida law in the event of foreclosure of this Mortgage.

3.11 No Waiver.

(a) No delay or omission of the Lender or of any holder of the Note to exercise any right, power or remedy accruing upon any Event of Default shall exhaust or impair any such right, power or remedy nor be construed to be a waiver of any such Event of Default or acquiescence therein; and every right, power and remedy given by this Mortgage to the Lender may be exercised from time to time and as often as may be deemed expedient by the Lender.

(b) No waiver of any Event of Default hereunder shall extend to or shall affect any subsequent Event of Default or any other then existing Event of Default or shall impair any rights, powers or remedies consequent thereon.

(c) If the Lender (i) grants forbearance or an extension of time for the payment of any sums secured hereby; (ii) takes other or additional security for the payment thereof; (iii) waives or does not exercise any right granted herein or in the Note; (iv) releases any part of the Mortgaged Property from the lien of the Mortgage or otherwise changes any of the terms of the Note or this Mortgage; (v) consents to the filing of any map, plat or replat thereof; (vi) consents to the granting of any easement thereon; or (vii) makes or consents to any agreement subordinating the lien of this Mortgage or to any change in the Note or this Mortgage, then any such act or omission shall not release, discharge, modify, change or affect the original liability under the Note, Mortgage or otherwise of the Mortgagor or any subsequent purchaser of the Mortgaged Property or any part thereof, or any maker, co-signer, endorser, surety or guarantor of the Note; nor shall any such act or omission preclude the Lender from exercising any right, power or privilege herein granted or intended to be granted in the event of any other Event of Default then made or of any subsequent Event of Default; nor, except as otherwise expressly provided in an instrument or instruments executed by the Lender, shall the lien of this Mortgage be altered thereby. In the event of the sale or transfer by operation of law or otherwise of all or any part of the Mortgaged Property, the Lender, without notice to any person or corporation is hereby authorized and empowered to deal with any such vendee or transferee with reference to the Mortgaged Property or the indebtedness secured hereby, or with reference to any of the terms of conditions hereof, as fully and to the same extent as it might deal with the original parties hereto and without in any way releasing or discharging any of the liabilities or undertakings hereunder of Mortgagor or of any maker of the Note.

3.12 Severance. If any term, covenant, condition or provision of this Mortgage shall be held invalid or unenforceable, the remainder of this Mortgage shall not be affected thereby, and each other term, covenant condition and provision hereof shall be valid and be enforced to the fullest extent permitted by law.

3.13 Litigation and Attorney's Fees. Mortgagor shall pay or reimburse Lender for all reasonable attorney's fees, costs and expenses incurred by Lender in any proceeding involving the estate of a decedent or an insolvent, or in any action, proceeding or dispute of any kind in which the Lender is made a party or appears as party plaintiff or defendant, affecting this Mortgage or the Mortgaged Property, including without limitation the foreclosure of this Mortgage, any condemnation action involving the Mortgaged Property, or any action to protect the security hereof, and in any situation where Lender employs an attorney to protect the Lender's rights hereunder, whether or not legal proceedings are commenced or involved. All such amounts paid by Lender shall be secured by this Mortgage, shall bear interest at the after-default rate specified in the Note and shall be payable by Mortgagor upon demand.

3.14 Notices. All notices and other communications required hereunder shall be in writing and shall be delivered personally, or by registered or certified mail, return receipt requested, postage prepaid, or by Federal Express, Express Mail or Air Courier, fees prepaid. Such notices shall be deemed to have been received (i) upon delivery, if personally delivered; (ii) upon the earlier of actual receipt or the fourth day after mailing, if mailed by registered or certified mail, return receipt requested, postage prepaid; and (iii) on the next business day if sent by Federal Express, Express Mail or Air Courier, fees prepaid. The address for delivery of such notices shall be as follows:

(a) To Lender at: ServisFirst Bank, an Alabama corporation  
316 South Baylen Street, Suite 100  
Pensacola, Florida 32502  
Attn: Karen Wright, Senior Vice-President

(b) To Mortgagor at: 8105 Pensacola Blvd.  
Pensacola, Florida 32534  
Attn: Eddie Fray, President

3.15 Miscellaneous. The term "Mortgagor" includes both the original Mortgagor and any subsequent owner or owners of any of the Mortgaged Property, and the term "Lender" includes the original Lender and also any future owner or holder, including pledgees, assignees and participants, of the Note or any interest therein. Whenever the context requires, the singular includes the plural and vice versa and each gender includes each other gender. The headings of the articles, sections and paragraphs of this Mortgage are for convenience only and do not limit its provisions.

3.16 Laws. In the event of the passage of any state, federal, municipal or other governmental law, order, rule or regulation, subsequent to the date hereof, in any manner changing or modifying the laws now in force governing the taxation of mortgages or debts secured thereby, or the manner of operation of such taxes so as to adversely affect the interest of Lender, then Mortgagor shall bear and pay the full amount of such taxes unless such payment would be unlawful, in which event Lender may at its option declare the entire balance of the principal sum secured by this Mortgage and all interest accrued thereon and all other sums secured by this Mortgage to be immediately due and payable upon written notice delivered by Lender to Borrower in accordance with Section 3.14 above, and thereupon Lender may foreclose upon this Mortgage without further notice.

3.17 Successors. The terms of this Mortgage shall bind and benefit the heirs, legal representatives, successors and assigns of the Mortgagor and the Lender. If the Mortgagor consists of more than one person or entity, each shall be jointly and severally liable to perform the obligations of the Mortgagor.

3.18 Waiver of Jury Trial. MORTGAGOR OBLIGATED FOR REPAYMENT OF ALL OR ANY PART OF THE INDEBTEDNESS SECURED BY THIS MORTGAGE (WHETHER AS MAKER, CO-MAKER, GUARANTOR, SURETY OR ENDORSER) (COLLECTIVELY, THE "OBLIGORS") HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY AGREE THAT:

(1) MORTGAGOR HEREBY WAIVES THE RIGHT TO TRIAL BY JURY IN ANY LAWSUIT, PROCEEDING, COUNTERCLAIM, CROSS-CLAIM OR OTHER ACTION OR PROCEEDING ARISING FROM OR BASED UPON THIS MORTGAGE OR ANY OF THE LOAN DOCUMENTS, AND NEITHER THE MORTGAGOR, NOR MORTGAGOR'S HEIRS, LEGAL REPRESENTATIVES, SUCCESSORS OR ASSIGNS, NOR ANY OTHER OBLIGOR OR SUCH OBLIGOR'S HEIRS, LEGAL REPRESENTATIVES, SUCCESSORS OR ASSIGNS SHALL SEEK A JURY TRIAL IN ANY LAWSUIT, PROCEEDING, COUNTERCLAIM, CROSS-CLAIM OR OTHER ACTION OR PROCEEDING ARISING FROM OR BASED UPON THIS MORTGAGE OR ANY OF THE LOAN DOCUMENTS.

(2) NEITHER THE MORTGAGOR, NOR MORTGAGOR'S HEIRS, LEGAL REPRESENTATIVES, SUCCESSORS OR ASSIGNS, NOR ANY OTHER OBLIGOR OR SUCH OBLIGOR'S HEIRS, LEGAL REPRESENTATIVES, SUCCESSORS OR ASSIGNS, SHALL SEEK TO CONSOLIDATE ANY CLAIM AS TO WHICH A JURY TRIAL HAS BEEN WAIVED WITH ANY CLAIM IN WHICH A JURY TRIAL HAS NOT BEEN OR CANNOT BE WAIVED.

(3) THE PROVISIONS OF THIS SECTION 3.18 HAVE BEEN FULLY NEGOTIATED BY LENDER, MORTGAGOR, AND THESE PROVISIONS SHALL BE SUBJECT TO NO EXCEPTIONS.

(4) NEITHER LENDER NOR ANY OFFICER, EMPLOYEE, ATTORNEY, AGENT OR OTHER REPRESENTATIVE OF LENDER HAS IN ANY WAY AGREED WITH OR REPRESENTED TO MORTGAGOR THAT THE PROVISIONS OF THIS SECTION 3.18 WILL NOT BE FULLY ENFORCED IN ALL INSTANCES.

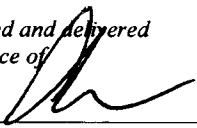
(5) THIS SECTION 3.18 IS A MATERIAL INDUCEMENT FOR LENDER TO ENTER INTO THE LOAN AND OTHER TRANSACTIONS EVIDENCED OR SECURED BY THIS MORTGAGE AND THE LOAN DOCUMENTS.

3.19 Estoppel Affidavits. Mortgagor, within ten (10) days after written request from Lender from time to time, shall furnish written statements, duly acknowledged, setting forth the unpaid indebtedness evidenced by the Note and whether or not there exists any offset or defense against the Note and whether or not there exists any Event of Default or event which with the giving of notice or the passage of time, or both, would constitute an Event of Default by Mortgagor or Lender under the Note, this Mortgage, the Loan Agreement or any other instrument evidencing or securing the Loan.

IN WITNESS WHEREOF, Mortgagor has caused this instrument to be executed in their names as of the day and year first above written.

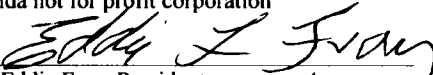
BK: 7439 PG: 1944 Last Page

Signed, sealed and delivered  
in the presence of

  
Printed Name: Charles L. Hoffman, Jr.

  
Printed Name: Charlene C. Mabire


Life Changing Ministries of Pensacola, Inc., a  
Florida not for profit corporation

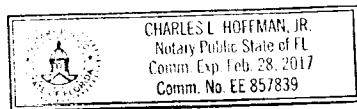
By:   
Eddie Fray, President

By:   
Cynthia Fray, Vice President

STATE OF FLORIDA  
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 20th day of November, 2015, by Eddie Fray, President and Cynthia Fray, Vice President of Life Changing Ministries of Pensacola, Florida, a not for profit corporation on behalf of said corporation ( ) who are personally known to me or ( ☒ ) who produced a valid driver's license as identification.

  
NOTARY PUBLIC – STATE OF FLORIDA  
Typed Name: Charles L. Hoffman, Jr.  
My Commission Expires: 02-28-2017



Recorded in Public Records 11/23/2015 at 02:41 PM OR Book 7439 Page 1945,  
Instrument #2015089174, Pam Childers Clerk of the Circuit Court Escambia  
County, FL Recording \$44.00

Prepared By:  
Charles L. Hoffman, Jr., Of  
Shell, Fleming, Davis & Menge, P.A.  
Post Office Box 1831  
Pensacola, Florida 32598-1831  
SFD&M File No.: Z247-00350

## **STATE OF FLORIDA**

### **COUNTY OF ESCAMBIA**

### **ASSIGNMENT OF RENTS AND LEASES**

1. **BY THIS ASSIGNMENT OF RENTS AND LEASES** ("Assignment") dated this 20th day of November, 2015, by Life Changing Ministries of Pensacola, Inc., a Florida not for profit corporation (hereinafter called "Owner") for value received, hereby assign to ServisFirst Bank, its successors and assigns (hereinafter called "Lender"), all of Owner's right, title, privileges, and interest which Owner as Lessor may have in the leases and occupancy agreements now existing or hereafter made and affecting the property described in Exhibit "A" attached hereto and incorporated herein by reference (the "Property"), together with all extensions, renewals, modifications or replacements of said leases, and together with any and all guarantees of the obligations of the Lessee(s) thereunder, whether now existing or hereafter executed, and all extensions and renewals of said guarantees. Said leases, including any subleases and occupancy agreements together with any and all guarantees, modifications, extensions and renewals thereof, are hereinafter collectively and severally referred to as the "Lease".

2. **OWNER'S PURPOSE** in making this Assignment is to relinquish to Lender its right to collect and enjoy the rents, royalties, issues, profits, income and other benefits at any time accruing by virtue of the Lease (hereinafter called "Rents and Profits") as additional security for the outstanding indebtedness of Owner to Lender as evidenced by the note or obligation in favor of Lender (hereinafter called "Obligation") dated this same date, in the original principal sum of Two Hundred Seventeen Thousand Five Hundred Dollars (\$217,500.00) and all renewals, modifications and amendments thereto and to furnish security for the performance of Owner's obligations, and in the mortgage and security agreement ("Mortgage") made by Owner in favor of Lender executed concurrently with this Assignment. The said Note, Obligation, Mortgage, and other loan documents executed in connection with this loan are referred to as the "Loan Documents".

3. **THE PARTIES** intend that this Assignment shall be a present, absolute, and unconditional assignment and shall, immediately upon execution, give Lender the right to collect the Rents and Profits and to apply them in payment of the principal and interest and all other sums payable on Owner's Obligation, as well as all other sums payable under the Loan Documents. However, Lender hereby grants to Owner a limited license to collect, subject to the provisions set forth below and in the Loan Documents, the Rents and Profits as they respectively become due and to enforce the Lease, so long as there is no default by Owner in performance of the terms, covenants or provisions of the Mortgage, the Loan Documents or this Assignment. Nothing contained herein, nor any collection of Rents and Profits by Lender or by a receiver, shall be construed to make Lender a "mortgagee-in-possession" of the Property so long as Lender has not itself entered into actual possession of the Property.

4. **UPON THE OCCURRENCE OF ANY EVENT OF DEFAULT** under the terms and conditions of this Assignment or any of the Loan Documents, this Assignment shall constitute a direction to and full authority to the Lessee and any guarantor of the Lease to pay all Rents and Profits to Lender without proof of the default relied upon. Owner hereby irrevocably authorizes the Lessee and any

guarantor to rely upon and comply with any notice or demand by Lender for the payment to Lender of any Rents and Profits due or to become due. Neither any Lessee nor any guarantor shall have any right or duty to inquire whether a default has actually occurred and Owner shall have no claim against Lessee or any guarantor for any Rents and Profits paid by Lessee or any such guarantor to Lender pursuant to Lender's demand or notice. Lender shall be entitled to pursue any and all rights to which it is entitled under Florida law and the Loan Documents, including without limitation, *ex parte* appointment of a receiver and *ex parte* sequestration of the rents pursuant to Florida Statutes 697.07.

**5. OWNER WARRANTIES:**

- A. That no default exists or will exist on the part of Owner under any Lease;
- B. That no rent has been or will be collected under any Lease in advance;
- C. That no Lease nor any interest in any Lease has been previously or will be assigned or pledged;
- D. That no concession has been or will be granted to any Lessee in the form of a waiver, release, reduction, discount, or other alternation of rent due or to become due.

All the foregoing warranties shall be deemed to be reaffirmed on and as of the time of each disbursement of loan proceeds by Lender to Owner and as of the time of each Lease executed by Owner on the Property.

**6. OWNER AGREES:**

A. If the Lease provides for a security deposit paid by Lessee to Owner this Assignment transfers to the Lender all of Owner's right, title and interest in and to the security deposit, provided that Owner shall have the right to retain said security deposit so long as Owner is not in default under this Agreement or the Loan Documents; and provided further that Lender shall have no obligation to the Lessee with respect to such security deposit unless and until Lender comes into actual possession and control of said deposit.

B. To present to Lender, before any Lease or occupancy agreement is executed on the Property, a copy of the same and obtain Lender's approval of the same; and to provide copies of any existing Lease to Lender upon demand.

C. The Lease shall remain in full force and effect despite any merger of the interest of the Owner and Lessee thereunder. Owner shall not transfer or convey title to the leased premises or any portion thereof to Lessee without the prior written consent of Lender, and where such consent is given or where under applicable law the requirement for such consent is not enforceable, Owner shall require the Lessee, in writing, to assume and agree to pay Owner's obligation in accordance with the terms, covenants and conditions of the Loan Documents. In no event shall any such transfer or conveyance operate to release or relieve Owner of any liability to Lender unless Lender specifically agrees otherwise in writing.

D. Owner shall not terminate the Lease, or modify or amend the Lease or any of the terms thereof, or grant any concessions in connection therewith or accept a surrender thereof, without the prior written consent of Lender.

E. Owner shall not collect any Rents and Profits in advance of the date on which they become due under the terms of the Lease.

F. Owner shall not discount any future accruing Rents and Profits.

G. Owner shall not consent to assignment of the Lease, or subletting thereunder, whether or not in accordance with its terms, without the prior written consent of Lender.

H. Owner shall not execute any further assignment of any of the Rents and Profits or any interest therein or suffer or permit any such assignment to occur by operation of law.

I. That with the exception of the Mortgage, Owner shall not request, consent to, agree to or accept a subordination of the Lease to any mortgage or other encumbrance, or any other lease, now or hereafter affecting the Property or any part thereof, or suffer or permit conversion of the Lease to a sublease.

J. Owner shall faithfully perform and discharge all obligations of the lessor under the Lease, and shall give prompt written notice to Lender of any notice of Owner's default received from Lessee or any other person and furnish Lender with a complete copy of said Notice. Owner shall appear in and defend, at no cost to Lender, any action or proceeding arising under or in any manner connected with the Lease. If requested by Lender, Owner shall enforce the Lease and all remedies available to Owner against the Lessee in the case of default under the Lease by the Lessee.

K. Owner shall give Lender written notice immediately upon entering into any Lease or other occupancy agreement of any part of the Property, and shall promptly provide to Lender a true and correct copy of the executed Lease or other occupancy agreement.

Each such lease or occupancy agreement shall be deemed included in this Agreement automatically as though originally listed herein, and the respective terms "Lease" and "Lessee" as used herein shall include, respectively, such lease or occupancy agreement and the lessee or tenant thereunder.

L. Owner shall manage the Property, and shall not hire, retain, or contract with any other third party for property management services without the prior written approval by Lender of such party and the terms of its contract for management services.

M. Owner shall deliver to Lender, promptly upon request, a duly executed estoppel certificate from the Lessee as required by Lender attesting that the lease is in full force and effect with no defaults thereunder on the part of any party, that no rental has been paid more than one (1) month in advance, and that the Lessee claims no defense or offset against the full and timely performance of its obligations under the Lease.

N. Nothing herein shall be construed to impose any liability or obligation on Lender under or with respect to the Lease. Owner shall indemnify and hold Lender harmless from and against

any and all liabilities, losses and damages which Lender may incur under the Lease or by reason of this Assignment, and Owner shall immediately upon demand reimburse Lender of the amount thereof together with all costs and expenses and reasonable attorneys' fees incurred by Lender. All of the foregoing sums shall bear interest until paid at the default rate set forth in the Obligation. Any Rents and Profits collected by Lender may be applied by Lender in its discretion in satisfaction of any such liability, loss, damage, claim, demand, costs, expense or fees.

**7. OWNER HEREBY GRANTS TO LENDER THE FOLLOWING RIGHTS:**

A. Lender shall be deemed to be the creditor of the Lessee in respect of any assignments for the benefit of creditors and any bankruptcy, arrangement, reorganization, insolvency, dissolution, receivership, or other debtor-relief proceedings affecting such Lessee (without obligation on the part of Lender, however, to file timely claims in such proceedings or otherwise pursue creditor's rights therein).

B. Lender shall have the right to assign Owner's right, title and interest in the Lease to any subsequent holder of the Mortgage or any participating interest therein or to any person acquiring title to all or any part of the Property through foreclosure or otherwise. Any subsequent assignee shall have all the rights and powers herein provided to Lender.

C. Lender shall have the right (but not the obligation), upon any failure to Owner to perform any of its agreements hereunder, to take any action as Lender may deem necessary or appropriate to protect its security, including but not limited to appearing in any action or proceeding and performing any obligations of the lessor under any Lease, and Owner agrees to pay, on demand, all costs and expenses (including without limitation reasonable attorneys' fees) incurred by Lender in connection therewith, together with interest thereon at the rate set forth in the Obligation.

D. Upon any default by owner under this Assignment or under the Loan Documents, and without notice to or consent of Owner, Lender shall have the following rights (none of which shall be construed to be obligations of the Lender):

(1) Lender shall have the right under this Agreement to use and possess, without rental or charge, the furniture, appliances, and all other personal property of the Owner located on the Property and used in the operation or occupancy thereof. Lender shall have the right to apply any of the Rents and Profits to pay installments due for personal property rented or purchased on credit, insurance premiums on personal property or other charges relating to personal property on the Property. However, this Assignment shall not make Lender responsible for the control, care, management or repair of the Property or any personal property or for the carrying out of any of the terms and provisions of the Lease.

(2) Lender shall have the right to apply the Rents and Profits and any sums recovered by Lender to Owner's outstanding indebtedness to Lender secured hereby or by any of the Loan Documents, as well as to charges for taxes, insurance improvements, maintenance and other items relating to the operation of the Property.

**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement as of the day and year set forth above.



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Signed, sealed and delivered  
in the presence of:

Printed Name: Charles L. Hoffman, Jr.

Printed Name: Charlene C. Mabire

Life Changing Ministries of Pensacola, Inc., a  
Florida not for profit corporation

By:

Eddie Fray, President

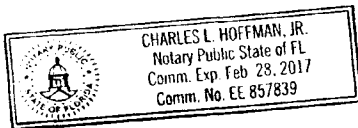
By:

Cynthia Fray, Vice President

STATE OF FLORIDA  
COUNTY OF ESCAMBIA

*President and vice-president*

The foregoing instrument was acknowledged before me this 20th day of November, 2015, by Eddie Fray and Cynthia Fray on behalf of Life Changing Ministries of Pensacola, Inc., Florida not for profit corporation, on behalf of said corporation ( ) who are personally known to me or ( ) who produced a valid driver's license as identification.



NOTARY PUBLIC – STATE OF FLORIDA

Typed Name: Charles L. Hoffman, Jr.

My Commission Expires: 02-28-2017

### EXHIBIT "A"

A PORTION OF SECTION 22, TOWNSHIP 1 SOUTH, RANGE 30 WEST, ESCAMBIA COUNTY, FLORIDA,  
DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF LOT 9 OF A SUBDIVISION OF LOT 1 OF SAID SECTION, ACCORDING TO PLAT FILED IN DEED BOOK 89, PAGE 281, OF THE PUBLIC RECORDS OF SAID COUNTY; THENCE NORTH 87°28'22" WEST ALONG THE NORTH LINE OF SAID LOT 9 FOR A DISTANCE OF 837.78 FEET TO AN IRON ROD ON THE WEST RIGHT OF WAY LINE OF PENSACOLA BLVD (200' R/W) FOR THE POINT OF BEGINNING; THENCE CONTINUE NORTH 87°28'22" WEST, 220.20 FEET TO AN IRON ROD; THENCE SOUTH 02°39'26" WEST, 138.75 FEET TO AN IRON ROD ON THE EAST RIGHT OF WAY LINE OF ST. LOUIS & SAN FRANCISCO RAILROAD (100' R/W); THENCE NORTH 15°39'10" WEST ALONG SAID EAST LINE, 262.34 FEET TO AN IRON ROD; THENCE NORTH 68°42'42" EAST, 233.32 FEET TO A CONCRETE MONUMENT ON SAID WEST LINE; THENCE SOUTHEASTERLY ALONG SAID WEST LINE BEING A CURVE TO THE LEFT HAVING A RADIUS OF 11591.20 FEET, A CHORD BEARING AND DISTANCE OF SOUTH 20°56'58" EAST, 223.19 FEET FOR AN ARC DISTANCE OF 223.19 FEET TO THE POINT OF BEGINNING.

Recorded in Public Records 11/23/2015 at 02:43 PM OR Book 7439 Page 1956,  
Instrument #2015089179, Pam Childers Clerk of the Circuit Court Escambia  
County, FL Recording \$18.50

## STATE OF FLORIDA UNIFORM COMMERCIAL CODE FINANCING STATEMENT FORM

A. NAME & DAYTIME PHONE NUMBER OF CONTACT PERSON Charles L. Hoffman, Jr. 850-434-2411	
B. Email Address choffman@shellfleming.com	
C. SEND ACKNOWLEDGEMENT TO:	
Name	Charles L. Hoffman, Jr.
Address	Shell, Fleming, Davis & Menge, P.A.
Address	PO Box 1831
City/State/Zip	Pensacola, FL 32591-1831

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

### 1. DEBTOR'S EXACT FULL LEGAL NAME – INSERT ONLY ONE DEBTOR NAME (1a OR 1b) – Do Not Abbreviate or Combine Names

1.a ORGANIZATION'S NAME Life Changing Ministries of Pensacola, Inc., a Florida corporation					
			ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX	
1.c MAILING ADDRESS Line One 8105 Pensacola Blvd.			This space not available.		
MAILING ADDRESS Line Two		CITY Pensacola	STATE FL	POSTAL CODE 32534	COUNTRY US

### 2. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME – INSERT ONLY ONE DEBTOR NAME (2a OR 2b) – Do Not Abbreviate or Combine Names

2.a ORGANIZATION'S NAME					
2.b INDIVIDUAL'S SURNAME		FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX	
2.c MAILING ADDRESS Line One		This space not available.			
MAILING ADDRESS Line Two		CITY	STATE	POSTAL CODE	COUNTRY

### 3. SECURED PARTY'S NAME (or NAME of TOTAL ASSIGNEE of ASSIGNOR S/P) – INSERT ONLY ONE SECURED PARTY (3a OR 3b)

3.a ORGANIZATION'S NAME ServisFirst Bank					
3.b INDIVIDUAL'S SURNAME		FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX	
3.c MAILING ADDRESS Line One 316 S. Baylen Street, Suite 100		This space not available.			
MAILING ADDRESS Line Two		CITY Pensacola	STATE FL	POSTAL CODE 32502	COUNTRY US

### 4. This FINANCING STATEMENT covers the following collateral:

Accounts and other rents, and all proceeds thereof, whether now owned or hereinafter acquired, related to the Assignment of Rents and Leases on the following described real property:

See Exhibit "A" For Legal Description.

5. ALTERNATE DESIGNATION (if applicable)	<input type="checkbox"/> LESSEE/LESSOR	<input type="checkbox"/> CONSIGNEE/CONSIGNOR	<input type="checkbox"/> BAILEE/BAILOR
	<input type="checkbox"/> AG LIEN	<input type="checkbox"/> NON-UCC FILING	<input type="checkbox"/> SELLER/BUYER

### 6. Florida DOCUMENTARY STAMP TAX – YOU ARE REQUIRED TO CHECK EXACTLY ONE BOX

☒ All documentary stamps due and payable or to become due and payable pursuant to s. 201.22 F.S., have been paid.

☐ Florida Documentary Stamp Tax is not required.

### 7. OPTIONAL FILER REFERENCE DATA Z247.00350

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## UCC-1

## Exhibit A

A PORTION OF SECTION 22, TOWNSHIP 1 SOUTH, RANGE 30 WEST, ESCAMBIA COUNTY, FLORIDA, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF LOT 9 OF A SUBDIVISION OF LOT 1 OF SAID SECTION, ACCORDING TO PLAT FILED IN DEED BOOK 89, PAGE 281, OF THE PUBLIC RECORDS OF SAID COUNTY; THENCE NORTH 87°28'22" WEST ALONG THE NORTH LINE OF SAID LOT 9 FOR A DISTANCE OF 837.78 FEET TO AN IRON ROD ON THE WEST RIGHT OF WAY LINE OF PENSACOLA BLVD (200' R/W) FOR THE POINT OF BEGINNING; THENCE CONTINUE NORTH 87°28'22" WEST, 220.20 FEET TO AN IRON ROD; THENCE SOUTH 02°39'26" WEST, 138.75 FEET TO AN IRON ROD ON THE EAST RIGHT OF WAY LINE OF ST. LOUIS & SAN FRANCISCO RAILROAD (100' R/W); THENCE NORTH 15°39'10" WEST ALONG SAID EAST LINE, 262.34 FEET TO AN IRON ROD; THENCE NORTH 68°42'42" EAST, 233.32 FEET TO A CONCRETE MONUMENT ON SAID WEST LINE; THENCE SOUTHEASTERLY ALONG SAID WEST LINE BEING A CURVE TO THE LEFT HAVING A RADIUS OF 11591.20 FEET, A CHORD BEARING AND DISTANCE OF SOUTH 20°56'58" EAST, 223.19 FEET FOR AN ARC DISTANCE OF 223.19 FEET TO THE POINT OF BEGINNING.