APPLICATION FOR TAX DEED

Section 197.502, Florida Statutes

Application Number: 2200535

To: Tax Collector of	ESCAMBIA COUNTY	_, Florida	
I, TLGFY, LLC CAPITAL C PO BOX 54347	ONE, N.A., AS COLLATER		
NEW ORLEANS, LA 7	,		
hold the listed tax certif	icate and hereby surrender the	same to the Tax	Collector and make tax deed application thereon
Account Number	Certificate No.	Date	Legal Description
04-1798-930	2020/1861	06-01-2020	LT 6 W STREET NORTH INDUSTRIAL PARK PB 13 P 56 OR 5439 P 1698/1699
I agree to:			
 pay any curre 	ent taxes, if due and		
• redeem all ou	utstanding tax certificates plus i	nterest not in my ¡	possession, and
 pay all deling 	uent and omitted taxes, plus in	terest covering th	e property.
	ollector's fees, property informa s, if applicable.	tion report costs, (Clerk of the Court costs, charges and fees, and
Attached is the tax sal- which are in my posse	• • • • • • • • • • • • • • • • • • • •	ation is based and	all other certificates of the same legal description
Electronic signature of	on file N. ONE, N.A., AS COLLATER		
PO BOX 54347			
NEW ORLEANS, LA	70154		07-14-2022 Application Date
	Applicant's signature		

Pai	rt 5: Clerk of Court Certified Amounts (Lines 8-14)
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.	Total Paid (Lines 8-13)
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 I	nere: Date of sale 03/06/2023 Signature, Clerk of Court or Designee

INSTRUCTIONS + 6.25

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.



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

0323-68

								COLO
Part 1: Tax Deed	Application Info	rmation						
Applicant Name Applicant Address	TLGFY, LLC CAPITAL ONE, N.A., AS COLLATER PO BOX 54347 NEW ORLEANS, LA 70154				Арр	Application date		Jul 14, 2022
Property description	RND PANHANDLE PROPERTIES LLC 890 INDUSTRIAL COURT PENSACOLA, FL 32505				Cert	tificate#		2020 / 1861
	880 INDUSTRIAL 04-1798-930 LT 6 W STREET N 56 OR 5439 P 169	IORTH IND	USTRIAL I	PARK PB 13 P	Date	e certificate iss	sued	06/01/2020
Part 2: Certificat	es Owned by Ap	plicant an	d Filed w	ith Tax Deed	Appl	ication		
Column 1 Certificate Numbe	Colum er Date of Certi		_	olumn 3 ount of Certificate		Column 4 Interest		Column 5: Total (Column 3 + Column 4)
# 2020/1861	06/01/	2020		1,477.51			73.88	1,551.39
						→Part 2:	Total*	1,551.39
Part 3: Other Ce	rtificates Redeen	ed by Ap	plicant (C	Other than Co	unty)		N.
Column 1 Certificate Number	Column 2 Date of Other Certificate Sale	Face A	umn 3 mount of Certificate	Column 4 Tax Collector's I	Fee	Column interest		Total (Column 3 + Column 4 + Column 5)
# 2021/1472	06/01/2021		1,735.96		6.25		86.80	1,829.01
		-1				Part 3:	Total*	1,829.01
Part 4: Tax Colle	ector Certified Ar	nounts (L	ines 1-7)			111		
1. Cost of all cert	ificates in applicant'	s possessio	n and othe			ed by applicant of Parts 2 + 3		3,380.40
2. Delinquent tax	es paid by the appli	ant						0.00
3. Current taxes	paid by the applican	<u> </u>	•					0.00
4. Property information report fee 200.00								
5. Tax deed application fee 175.0					175.00			
6. Interest accrued by tax collector under s.197.542, F.S. (see Tax Collector Instructions, page 2)								
7. Total Paid (Lines 1-6) 3,755.40								
	nformation is true and that the property in				/ info	mation report	fee, an	d tax collector's fees
Escambia, Florida								
Sign here: Date July 27th, 2022 Signature, Tax Collector or Designee								
Signature, Tax Collector or Designee								

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

Real Estate Search

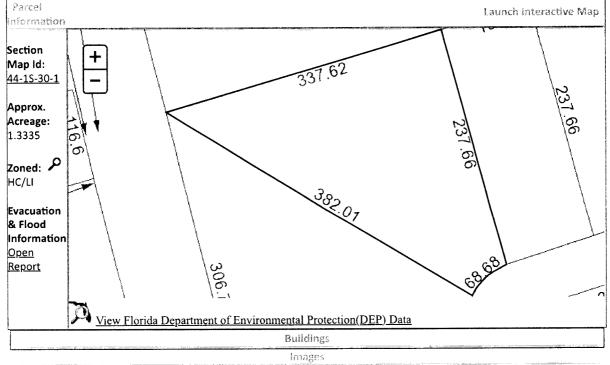
Tangible Property Search

Sale List

+	Nav. Mode	Account	O Parcel ID	•
,				

Printer Friendly Version

General Infor	mation	Assessi	ments			
Parcel ID:	441S30115000006	Year	Land	Imprv	Total	Cap Val
Account:	041798930	2021	\$113,050	\$0	\$113,050	\$113,050
Owners:	RND PANHANDLE PROPERTIES LLC	2020	\$113,050	\$0	\$113,050	\$113,050
Mail:	890 INDUSTRIAL COURT PENSACOLA, FL 32505	2019	\$113,050	\$0	\$113,050	\$80,721
Situs:	880 INDUSTRIAL CT 32505	Disclaimer Market Value Breakdown Letter				
Use Code: Taxing	VACANT INDUSTRIAL P COUNTY MSTU					
Authority: Tax Inquiry: Open Tax Inquiry Window Tax Inquiry link courtesy of Scott Lunsford			Tax Estimator File for New Homestead Exemption Online			
Escambia Coo Sales Data	unty Tax Collector		ertified Roll 8		•	
Sale Date	Book Page Value Type Official Records	None		AND AND ASSESSMENT OF THE PARTY	A STATE OF THE STA	A STATE OF THE STA
08/12/2019 06/2004	8145 899 \$460,000 WD \$1439 1698 \$75,000 WD	.componentite's		TH INDUSTRIAL	PARK PB 13	P 56 OR
Official Records Inquiry courtesy of Pam Childers Escambia County Clerk of the Circuit Court and Comptroller			eatures	химурия —	2000 PERSON 4 7 - 7 - 7 - 7 - 7 - 7 - 7 - 7 - 7	





10/8/2019 12:00:00 AM

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.08/01/2027 (tc.1646)

Pam Childers
CLERK OF THE CIRCUIT COURT
ESCAMBIA COUNTY FLORIDA
INST# 2022081789 8/11/2022 2:57 PM
OFF REC BK: 8839 PG: 487 Doc Type: TDN

NOTICE OF APPLICATION FOR TAX DEED

NOTICE IS HEREBY GIVEN, That TLGFY LLC CAPITAL ONE NA AS COLLATER holder of Tax Certificate No. 01861, issued the 1st day of June, A.D., 2020 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:

LT 6 W STREET NORTH INDUSTRIAL PARK PB 13 P 56 OR 5439 P 1698/1699

SECTION 44, TOWNSHIP 1 S, RANGE 30 W

TAX ACCOUNT NUMBER 041798930 (0323-68)

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

RND PANHANDLE PROPERTIES LLC

Unless said certificate shall be redeemed according to law, the property described therein will be sold to the highest bidder at public auction at 9:00 A.M. on the first Monday in the month of March, which is the 6th day of March 2023.

Dated this 10th day of August 2022.

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.

COMPTO

PAM CHILDERS
CLERK OF THE CIRCUIT COURT
ESCAMBIA COUNTY, FLORIDA

By: Emily Hogg Deputy Clerk





PAM CHILDERS CLERK OF THE CIRCUIT COURT ESCAMBIA COUNTY, FLORIDA

Tax Deed - Redemption Calculator Account: 041798930 Certificate Number: 001861 of 2020

Redemption No V	Application Date	7/14/2022	Interest Rate 18%		
	Final Redemption Payment ESTIMATED		Redemption Overpayment ACTUAL		
	Auction Date 3/6/2023		Redemption Date 10/25/2022		
Months	8		3		
Tax Collector	\$3,755.40		\$3,755.40		
Tax Collector Interest	\$450.65		\$168.99		
Tax Collector Fee	\$6.25		\$6.25		
Total Tax Collector	\$4,212.30		\$3,930.64		
Record TDA Notice	\$17.00		\$17.00		
Clerk Fee	\$119.00		\$119.00		
Sheriff Fee	\$120.00		\$120.00		
Legal Advertisement	\$200.00		\$200.00		
App. Fee Interest	\$54.72		\$20.52		
Total Clerk	\$510.72	(\$476.52 CH		
Release TDA Notice (Recording)	\$10.00		\$10.00		
Release TDA Notice (Prep Fee)	\$7.00		\$7.00		
Postage	\$60.00		\$0.00		
Researcher Copies	\$0.00]	\$0.00		
Total Redemption Amount	\$4,800.02		\$4,424.16		
	Repayment Overpaymer Amount	nt Refund	\$375.86		
Book/Page	8839		487		

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 # 2020 TD 001861 Redeemed Date 10/25/2022

Name RND PANHANDLE PROPERTIES LLC 890 INDUSTRIAL COURT PENSACOLA, FL 32505

Clerk's Total = TAXDEED	\$5,10,72 \$4,087.16				
Due Tax Collector = TAXDEED	\$4,712.30				
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
4	Control of the second	THE PROPERTY AND		The state of the s	

[4] (1985年) 1982年 - 1982年 - 1983年 - 1984年 - 1

No Information Available - See Dockets

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: 041798930 Certificate Number: 001861 of 2020

Payor: RND PANHANDLE PROPERTIES LLC 890 INDUSTRIAL COURT PENSACOLA, FL 32505 Date 10/25/2022

			ı f	
Clerk's Check #	249056	Clerk's Total	\$\$\\10.72 \$ 4.0	8
Tax Collector Check #	1	Tax Collector's Total	\$4,212.30	
	vol Villa karangan dalamban da da da karangan da karangan da karangan da karangan da karangan da karangan da k	Postage	\$60.00	
		Researcher Copies	\$0.00	
		Recording	\$10.00	
		Prep Fee	\$7.00	
The state of the s	тите в вывышения по повышения ченоволя не повышения выполняем выполняем выполняем выполняем выполняем выполняем	Total Received	- \$4,800.02 —	
fm			*	

\$4,104.16

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
ESCAMBIA COUNTY FLORIDA
INST# 2022105238 10/25/2022 10:01 AM
OFF REC BK: 8879 PG: 1356 Doc Type: RTD

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 8839, Page 487, of Escambia County, for the tax certificate, tax deed, and property described below:

Tax Certificate No. Certificate No. 01861, issued the 1st day of June, A.D., 2020

TAX ACCOUNT NUMBER: 041798930 (0323-68)

DESCRIPTION OF PROPERTY:

LT 6 W STREET NORTH INDUSTRIAL PARK PB 13 P 56 OR 5439 P 1698/1699

SECTION 44, TOWNSHIP 1 S, RANGE 30 W

NAME IN WHICH ASSESSED: RND PANHANDLE PROPERTIES LLC

Dated this 25th day of October 2022.

COUNTRACT

PAM CHILDERS CLERK OF THE CIRCUIT COURT ESCAMBIA COUNTY, FLORIDA

By:

Emily Hogg Deputy Clerk

RK:	8145	PC:	912	Last	Page

Exhibit "A"

Lots 6 and 7, "W" Street North Industrial Park, a subdivision of a portion of Section 44, Township 1 South, Range 30 West, Escambia County, Florida, according to Plat recorded in Plat Book 13, Page 56, of the Public Records of Escambia County, Florida.

IN WITNESS WHEREOF, the undersigned Mortgagor has executed and delivered this instrument as of the date and year first above written.

Signed, sealed and delivered

In the presence of:

Printed Name

MORTGAGOR:

RND Panhandle Properties, LLC

By: Robert N. Davis Its: Manager

STATE OF FLORIDA COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this day of August, 2019, by Robert N. Davis, as Manager of RNO Panhandle Properties, LLC. Said person(s) did not take an oath and is/are either known to me or produced a Florida Drivers License as identification.

(Notary Seal Must Be Affixed)

Richard N. Sherrill MY COMMISSION & FF 243707

law.

- 5.6 Litigation and Attorney's Fees, Mortgager shall pay or reimburse Mortgagee for all reasonable attorney's fees, costs and expenses incurred by Mortgagee in any proceeding involving the estate of a decedent, debtor, bankrupt or insolvent, or in any action, proceeding or dispute of any kind in which the Mortgagee is an interested party, is made a party or appears as party plaintiff or defendant, affecting the Loan, this Mortgage or the Mortgaged Property, including without limitation the foreclosure of this Mortgage, any condemnation action involving the Mortgaged Property, any bankruptey proceeding, any probate proceeding or any action to protect the security hereof, and in any situation where Mortgagee employs an attorney to protect the Mortgagee's rights hereunder, whether or not legal proceedings are commenced or involved. All such amounts paid by Mortgagee shall be secured by this Mortgage, shall bear interest at the after-default rate specified in the Note and shall be payable by Mortgagor appearance.
- 5.7 <u>WAIVER OF JURY TRIAL.</u> MORTGAGOR AND ALL PERSONS OBLIGATED FOR REPAYMENT OF ALL OR ANY PART OF THE INDEBTEDNESS SECURED BY THIS MORTGAGE (WHETHER AS MAKER, COMAKER, GUARANTOR, SURETY OR ENDORSER) (COLLECTIVELY, THE "OBLIGORS") HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY AGREE THAT:
- (1) MORTGAGOR AND THE OBLIGORS WAIVE THE RIGHT TO TRIAL BY JURY IN ANY LAWSUIT, PROCEEDING, COUNTERCLAIM, CROSSCLAIM 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 5.7 HAVE BEEN FULLY NEGOTIATED BY MORTGAGEE, MORTGAGOR AND THE OTHER OBLIGORS, AND THESE PROVISIONS SHALL BE SUBJECT TO NO EXCEPTIONS.
- (4) NEITHER MORTGAGEE NOR ANY OFFICER, EMPLOYEE, ATTORNEY, AGENT OR OTHER REPRESENTATIVE OF MORTGAGEE HAS IN ANY WAY AGREED WITH OR REPRESENTED TO MORTGAGOR OR ANY OTHER OBLIGOR THAT THE PROVISIONS OF THIS SECTION 5.7 WILL NOT BE FULLY ENFORCED IN ALL INSTANCES.
- (5) THIS SUBSECTION 5.7 IS A MATERIAL INDUCEMENT FOR MORTGAGEE TO ENTER INTO THE LOAN AND OTHER TRANSACTIONS EVIDENCED BY THIS MORTGAGE AND THE LOAN DOCUMENTS.

THIS IS A BALLOON MORTGAGE AND THE FINAL PRINCIPAL PAYMENT OR THE PRINCIPAL BALANCE DUE UPON MATURITY IS ESTIMATED TO BE \$324,979.81, TOGETHER WITH ACCRUED INTEREST, IF ANY, AND ALL ADVANCEMENTS MADE BY THE MORTGAGEE UNDER THE TERMS OF THIS MORTGAGE.

- (c) In the event Mongagor fails to make any payments required under any prior mortgage, to perform any of the terms, covenants and conditions required to be performed or observed under any prior mortgage, or to do any act set forth in the preceding sub-paragraph, then Mortgagee may, but without obligation to do so, and without notice to or demand upon Mortgagor, and without releasing Mortgagor from any obligation hereof, make or do the same in some manner and to such extent as Mortgagee may deem necessary to protect its interest under this Mortgage. Mortgagee's rights hereunder shall specifically include, but without limitation thereto, the right to pay any and all payments of interest and principal, insurance premiums, taxes and assessments and other sums due or to become due under any prior mortgage. Upon receipt by Mortgagee of any written notice of default under any prior mortgage, Mortgagee may rely thereon and take any action it doesns necessary to core such alleged default even though file existence of such alleged default or the nature thereof may be questioned or denied by Mortgagor or by any party on behalf of Mortgagor. Mortgagor hereby expressly grants to Mortgagoe and agrees that Mortgagee shall have, the absolute and inmediate right to enter upon the Mortgaged Property to such extent and as often as Mortgagee in its sole discretion deems necessary or desirable in order to prevent or cure any such alleged default by Mortgagor. Mortgagee may pay and expend such sums of money as Mortgagee in its sole discretion deems necessary for any such purpose, may pay expenses, employ counsel and pay counsel's attorneys' fees.
 - (d) Any default under any prior mortgage shall constitute an Event of Default under this Mortgage.
- (e) Mortgagor hereby irrevocably designates Mortgagee as its attorney-in-fact to (i) perform or observe on behalf of Mortgagor any covenant or condition which Mortgagor fails to perform or observe under any prior mortgage, whether or not any applicable grace period has lapsed; and (ii) exercise file right of Mortgagor to prepay any prior mortgage at any time after an Event of Default under, this Mortgage has occurred and shall be continuing. Mortgagee being specifically given the right to incur on behalf of Mortgagor any prepayment charge or penalty under any prior mortgage or the indebtedness which it secures.
- (f) Mortgagor irrevocably authorizes the holder of any prior mortgage to disclose to Mortgages (i) the amount of indebtedness secured by the prior mortgage, the amount of such indebtedness which remains unpaid and the payment schedule, (ii) the amounts of any payments which are in arrears, (iii) whether there exists any default under the prior mortgage, and (iv) any other information which Mortgages may reasonably request.
- (g) All costs, charges and expenses incurred by Mortgagee and any advances made by Mortgagee in connection with any action authorized by this paragraph shall be repaid by Mortgager on demand, with interest at the Default Rate, and all such amounts with interest shall be secured by the lien of this Mortgage to the same extent as it paid, or expended on the date hereof.
- (b) Mortgagor will not do anything, or permit or suffer anything to be done or left undone, which would increase or result in any increase in the indebtedness or other sums secured by any prior mortgage.
- (i) If a prior mortgage is listed as a Permitted Encumbrance, Mortgages acknowledges that its rights to insurance and condemnation proceeds may be subject to the right of the holder of such prior mortgage. Mortgages agrees to permit the application of casualty insurance proceeds to the restoration and repair of the Improvements and Fixtures provided (i) there is then no default bereander, (ii) the holder(s) of the prior mortgages) permits each application. (iii) Mortgages is provided with plans and restoration for such repair and restoration, and, in Mortgages's absolute and sole judgment and discretion, such repair and restoration is economically feasible and would not lessen the likelihood of the repayment of the Debt, and (iv) procedures are established to insure to Mortgages's satisfaction the proper application of insurance proceeds to repair and restoration of the Mortgaged Property.
- 5.4 Miscellaneous. This Mortgage shall insure to the benefit of and be binding upon the heirs, successors and assigns of file parties. There are no third party beneficiaries to this Mortgage. The obligations of the persons and entities named as "Mortgager" are joint and several. When used herein, the phrase "any Mortgager" shall be construed to mean "any one or more of the persons or entities named as Mortgager and any general partner or co-venturer of any of the foregoing". When used herein, the word "including" shall be deemed to mean "including but not finated to". In the event that any of the covenants, agreements, terms or provisions contained in the Note, this Mortgage or any other instrument evidencing or securing the Debt shall be invatid, illegal or unenforceable in any respect, the validity of the remaining covenants, agreements, terms or provisions contained herein and in Note and any other instrument evidencing or securing the Debt shall be in no way affected, prejudiced or distarbed thereby. Paragraph leadings are for convenience only and shall not be used to construe or interpret this Mortgage. Mortgager shall be governed by the laws of Florida.
- 5.5 Default Rate. The Default Rate shall be the rate of interest specified in the Note as according after maturity (by acceleration or otherwise), or if no such rate is specified, the maximum rate of interest permitted to be charged under applicable

- 4.3 Receiver. Upon any default, the Mortgagee, upon application to a court of competent jurisdiction, shall be entitled, ex parts and without notice to the extent permitted by law, and without regard to the adequacy of any security for the indebtedness hereby secured or the solvency of any party bound for its payment, to the appointment of a receiver of and for the Mortgaged Property and of and for the operation of any business enterprise then operated themson and of and for the collection of the Rents and Accounts, and to take possession of and to operate the Mortgaged Property and to collect the Rents and Accounts. The Mortgager shall pay to the Mortgagee upon demand all expenses, including receiver's fees, attorney's fees, costs and agent's compensation, incurred pursuant to the provisions contained in this Section, and all such expenses shall be secured by this Mortgage and shall bear interest at the after-default rate provided in the Note.
- 4.4 Repossession and Sale of Personal Property. Expenses of retaking, holding, preparing for sale, selling or the like shall be home by Mortgager and shall include Mortgagee's attorneys' fees and legal expenses. Mortgager, upon demand of Mortgagee, shall assemble all personal property subject to this Mortgage and Security Agreement and make it available to Mortgagee at the Property, a place which is hereby deemed to be reasonably convenient to Mortgagee and Mortgager. Mortgagee shall have the right to cause any of the Mortgaged Property which is subject to the security interest of Mortgagee 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 amplicyce or agent of Mortgagee. Any person, including Mortgager and Mortgagee, shall be eligible to purchase any part or all of such property at any such sale. Mortgagee shall give Mortgager 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.
- 4.5 Remedies Cumulative. All remedies contained in this Mortgage are cumulative, and the Mortgage also has all other remedies provided by law, in equity, by statute or in any other agreement between the Mortgager and the Mortgager. No right, power or remedy conferred upon or reserved to the Mortgage 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 bereander or now or hereafter existing at law or in equity or by statute. No detay or failure by the Mortgager to exercise any right or remedy under this Mortgage will be construed to be a waiver of that right or remedy or of any default by the Mortgager. The Mortgager may exercise any one or more of its rights and remedies at its option without regard to the adequacy of its security.

5. MISCELLANEOUS

- 5.1 Negative Amortization. This Mortgage secures any negative amortization or deferred interest accruing under the Note. Such negative amortization and deferred interest may cause the outstanding principal balance of the Debt to increase from time to time over the face amount of the Note. A copy of the Note and a statement of the principal balance outstanding may be obtained from Mortgagee by written request at Mortgagee's address written above.
- 5.2 Future Advances. This Mortgage is given to secure not only existing indebtedness, but also such fature advances, whether such advances are obligatory or are to be made at the option of Mortgages or otherwise, as are made within 15 years from the date heroof, to the same extent as if such future advances are made on the date of the execution of this Mortgage. The total amount of indebtedness that may be so secured may decrease or interess from time to time, but the total unpaid principal belance so secured at any one time shall not exceed double the face amount of the Note, plos interest thereon, and plus, as permitted by Florida statutes, any disbursements made for the payment of taxes, tevies or insurance on the Mortgaged Property, and, If this Mortgage secures a construction from agreement, any advances or disbursements made under such construction loan agreement to enable completion of the contemptated improvement, with interest on such disbursements at the Default Rate.
- 5.3 Prior Mortgages. (a) If mortgages are listed above as "Permitted Encumbrances", the lien of this Mortgage may be subject to one or naive prior mortgages which encumber all or a portion of the Mortgaged Property. Any mortgage to which the lien of this Mortgage is inferior in whole or part is herein referred to as a "prior mortgage". If no prior mortgages are listed, then the existence of any prior mortgage constitutes a default which entitles Mortgagee to exercise all remedies available on default notwithstanding Mortgagee's exercise of its rights under this paragraph.
- (b) Mortgagor bereby covenants and agrees (i) to observe and perform promptly all of the covenants and conditions contained in any prior mortgage and to do all things necessary to preserve and keep unimpaired its rights theretader; (ii) to notify Mortgagee in writing immediately of any default in the performance and the observance of any of the terms, covenants or conditions to be performed or observed under any prior mortgage and promptly to cause to be delivered to Mortgagee a copy of each notice given by the Mortgagee under any prior mortgage.

to persons and entities obligated to pay the same to Mortgagor, (y) open and maintain at the Mortgagor's expense a lock box with the Mortgagee for the receipt of all remittances with respect to the Rents and Leases and execute an agreement with Mortgagee in form and substance satisfactory to Mortgagee governing such lock box, and/or (z) notify the persons and entities obligated to pay such Rents and Leases to make payments thereon directly to Mortgagee or to said lock lox, at Mortgagee's option. All such items received by Mortgagee shall be, at the option of Mortgagee, credited to the obligations secured by this Mortgage in such order and in such proportions as Mortgagee deems advisable or deposited and held until finally collected in a collateral reserve account established by Mortgagee. Funds in the collateral reserve account shall not be subject to withdrawal by Mortgagor, but at all times shall be subject to the control of Mortgagee and may be applied by Mortgagee against the obligations secured by this Mortgage from time to time at Mortgagee's discretion.

- (g) Mortgagor shall keep accurate and complete records of the Rents and Leases and shall deliver to Mortgagee all information relating thereto as Mortgagee shall reasonably request from time to time. Mortgagor shall hold in or on the Mortgagod Property, or other location approved by Mortgagee, and make available to Mortgagee upon request from time to time, all such books and records of Mortgagor, in whatever form, pertaining to the Rents and Leases or containing any entries with respect thereto.
- (h) The provisions of this Section 2.17 shall be construed and interpreted consistently with the provisions of any separate Assignment of Rents and Leases now or hereafter executed by Mortgagor in favor of Mortgagoe and recorded in the public records of the county in which this Mortgage is recorded, to the end that all provisions of this Section 2.17 and such Assignment shall be given, full force and effect to the fullest extent possible. In the event, however, of an irreconcilable conflict between any provision of this Section 2.17 and any provision of such Assignment, the provision of such Assignment shall control.

3. EVENTS OF DEFAULT

3.1 Events of Default. Any one of the following shall constitute an Event of Default: (a) failure to pay, as and when due and payable, or, if a grace period is provided, within such applicable grace period, any installment of principal or interest due on the Debt, or any deposit for taxes and assessments or insurance premiums due hereunder, or any other sums to be paid by Mortgagor hereunder or under any other instrument securing the Deht; (b) any occurrence specifically designated by any provision of this Mortgage as an Event of Default; (c) failure to duly keep, perform and observe any covenant, condition or agreement in the Note, this Mortgage or any other instrument evidencing or securing the Deht for a period of fifteen (15) days after Mortgagee gives written notice specifying the failure; (d) the passage of any law (i) which authorizes the imposition of any specific tax upon this Mortgage and which precludes Mortgagor from paying such tax or which permits or authorizes the deduction of any such tax from the principal or interest of the Deht, or (ii) by virtue of which any tax, lien or assessment upon the Montgaged Property shall be chargeable against Mortgagee; (c) if any Mortgagor or any maker, guaranter or endorser of the Note or all or any portion of the Debt: (i) becomes a bankrupt or debtor, whether voluntarily or involuntarily, under any provision of the federal Bankruptey Code or other federal or state laws relating to insolvency or debtor relief, (ii) files any petition or answer seeking or acquiescing in any reorganization, management, composition, readjustment. liquidation, dissolution or similar relief for itself reader may law relating to bankruptcy, insolvency or other relief for debtors, or (iii) seeks, consents to, acquiesces in, or suffers the appointment of any trustee, receiver, master or liquidator of itself or of all or any part of the Mortgaged Property, or (iv) makes any general, assignment for the benefit of creditors, or (v) makes any admission in writing of its inability to pay its debts generally as they become due; or (1) any breach of any warranty or material untruth of any representation contained in the Note, this Mortgage or any other instrument evidencing, securing or pertaining to the Debt, including any loan agreement related thereto.

4. REMEDIES OF MORTGAGEE

- 4.1 Acceleration. If an Event of Default shall have occurred. Mortgagee may declare the outstanding principal amount of the Note and all other sums constituting the Debt and the interest accuraed thereon, and all other stuns secured hereby, to be immediately due and payable in full without notice or demand, and upon such declaration such principal and interest and other sums shall immediately become due and payable in full without demand, notice or presentment for payment.
- 4.2 Foreclosure. If an Event of Default shall have occurred, this Mortgage may be foreclosed in any monner in accordance with this Mortgage and 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. Mortgagee 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 Mortgager, a defense to any proceedings instituted by the Mortgage to collect the sums secured hereby or any deficiency remaining unpaid after the foreclosure sale of the Mortgaged Property.

Mortgagor's obligations horeunder shall not be limited to any extent by the term of the Note secured hereby, and, as to any act or occurrence prior to payment in full and satisfaction of said Note which gives rise to tiability hereunder, shall continue, survive and remain in full force and effect notwithstanding payment in full and satisfaction of said Note and this Security Instrument or forcelosure under this Security Instrument, or delivery of a deed in lieu of forcelosure.

- 2.15 Secondary Financing. Without the prior written consent of Mortgagee, Mortgager shall not create or cause or permit to exist any lien, mortgage or security interest in or on the Mortgaged Property or any portion thereof other than this Mortgage. In any event, a default by Mortgagor under any subordinate lien, security interest or mortgage encumbering the Mortgaged Property or any part thereof shall constitute a default by Mortgagor under this Mortgage.
- 2.16 Financial Statements. Annually on or before May I of each calendar year, Mortgagor shall furnish to Mortgagee (a) true and complete copies of the federal tax returns for the immediately preceding year for Mortgagor and each guarantor of the Note and (b) current financial statements for Mortgagor and each guarantor of the Note, in reasonable detail, prepared by a certified public accountant acceptable to Mortgagoe according to generally accepted accounting principles consistently applied, certified by Mortgagor and the appropriate guarantor, as the case may be, to be a true, correct and accurate representation of its current immediate condition, and subject only to such qualifications as may be reasonably satisfactory to Mortgagor. Mortgagor shall also furnish to Mortgagee such additional financial information regarding the Mortgagor, any guarantor of the Note and/or the operation of the Mortgagod Property as Mortgagoe may request from time to time.
- 2.17 Assignment of Rents and Leases. (a) All of the existing and future rents, profits, issues, leases and revenues now or hereafter accruing from, prising out of or with respect to the Mortgaged Property or any part thereof (the "Rents and Leases") are by this Mortgage and Security Agreement absolutely, presently and unconditionally assigned to Mortgagee: provided that Mortgager shall be entitled to collect and retain the same so long as no Event of Default has occurred and is continuing. Upon any Event of Default bereunder by the Mortgager. Mortgager may in its discretion at any time without notice to the Mortgager collect the Rents and Leases itself or by an agent or receiver. Mortgager hereby authorizes and directs all lessess and occupancy tenants of the Mortgaged Property or any part thereof or of any business operated thereon to pay to Mortgager any and all amounts due Mortgager pursuant to their respective leases and/or occupancy agreements, upon receipt of written notice from Mortgagee that an uncured Event of Default hereunder has occurred and is continuing, and all persons are expressly relieved of any and all duty, liability or obligation to Mortgager in respect of all payments so made. No action taken by the Mortgagee to collect any Rents and Leases shall make the Mortgagee a "mortgagee-in-possession" of the Mortgaged Property. Possession by a court-appointed receiver shall be considered possession by the Mortgagee. All Rents and Leases collected by the Mortgagee or a receiver shall be applied to pay all expenses of collection (including without limitation attorneys' fees), all costs of operation and management of the Mortgaged Property, and all indebtedness and obligations secured by this Mortgage in whatever order the Mortgagee directs in its absolute discretion and without regard to the adequacy of its security.
- (b) Mortgagor shall not execute, enter into, modify, terminate or acquiesce in the termination of any lease or occupancy agreement affecting all or any part of the Mortgaged Property without Mortgagee's prior written consent.
- (c) Without the prior written consent of the Mortgagee, the Mortgager shall not accept prepayments of rent or other charges under any leases or occupancy agreements affecting any of the Mortgaged Property more than one month in advance, nor modify or amend any such leases or occupancy agreements, nor in any manner impair the Mortgagor's interest in the Rents and Leases. The Mortgagor shall perform all covenants of the lessor under any such leases or occupancy agreements.
- (d) If required by the Mortgagee, any lease affecting any of the Mortgaged Property must provide, in a manner approved by the Mortgagee, that the tenant shall recognize as its lessur any person succeeding to the interest of the Mortgagor upon any foreclosure of this Mortgage.
- (e) Nothing herein shall render Mortgagee liable under any existing or future lease or occupancy agreement, regardless of the collection of rents, room rents or other charges thereunder, for any of the covenants or agreements of Mortgagor under such lease or occupancy agreement.
- (f) Upon written demand by Mortgagee after the occurrence of, and during the continuation of, an Event of Default, and without limiting all other rights and remedies available to Mortgagee, the Rents and Leases and all proceeds thereof received by Mortgager shall (1) be held in trust by Mortgager for Mortgagee separate and apart from and not commingled with any property of Mortgager, (2) be kept capable of identification as, and shall be identified as, the property of Mortgagee, and (3) be delivered not less often than daily (or at seeb other intervals as may be agreed to by Mortgagee in writing) to the Mortgagee in the identical form received by Mortgager, with appropriate endorsements and accompanied by a report prepared by Mortgager in such form as Mortgagee shall reasonably request. Further, upon written demand by Mortgagee after the occurrence of any Event of Default, Mortgager shall do any and all of the following: (x) give written notice of the Mortgagee's security interest in the Rents and Leases

Event of Default. Mortgager shall immediately notify Mortgagee of any safe, transfer, conveyance or lease of all or any part of the Lands or improvements. Notwithstanding the foregoing, (a) Mortgager may, subject to compliance with all other terms of this Mortgage and any separate assignment of tents and leases securing the Debt, enter into leases whose maximum term (including all renewal options) does not extend more than three years from the date of execution of such lease, provided that no such lease contains any option to purchase any interest in the Lands or improvements, and (b) a transfer by devise, descent or operation of law upon the death of a Mortgagor who is a joint tenant shall not be deemed to be prohibited hereby. Any breach of this paragraph shall constitute an "Event of Default."

- 2.11 Additional Documents. At any time and from time to time, upon Mortgagee's request, Mortgagor shall make, execute and deliver or cause to be made, executed and delivered, to Mortgagee and, where appropriate, shall cause to be recorded or filed and from time to time thereafter to be re-recorded or re-filed at such time and in such offices and places as shall be deemed desirable, such further assurances, certificates and other documents as Mortgagee may consider necessary or desirable in order to effectuate, complete, enlarge or perfect, or to continue and preserve the obligations of Mortgager under the Note and this Mortgage, and the lien of this Mortgage as a first and prior lien upon all of the Mortgaged Property (except for Permitted Encumbrances), whether now owned or hereafter acquired, or in order to correct any mistake or clerical error. Upon any failure by Mortgagor to do so, Mortgagee may make, execute, record, file, re-record, or re-file any and all such mortgages, instruments, certificates and documents in the transe of Mortgagor, and Mortgagor hereby irrevocably appoints Mortgagee agent and attorney-in-fact of Mortgagor to do so.
- 2.12 Notification. Mortgagor shall immediately notify Mortgagee of (a) any Event of Default or any occurrence which, with the giving of notice or the lapse of time or both would constitute an Event of Default, (b) the institution of any administrative proceeding (e.g., rezoning, environmental proceedings, etc.) or court proceeding concerning or affecting the Mortgaged Property, (c) the occurrence of any discharge or spill of toxic or hazardous substances on the Lands and (d) the actual or suspected presence of any chemical compound or substance in ground water or soils on the Lands in excess of permissible limits under applicable environmental laws. Failure to provide such notice within 15 days shall constitute an Event of Default.
- 2.13 Environmental Audits. Upon the reasonable request of Mortgagee and in any event if requested by Mortgagee subsequent to the occurrence of an Event of Default, Mortgager shall cause to be performed at Mortgager's expense by qualified environmental auditors acceptable to Mortgagee the following in form and substance satisfactory to Mortgagee: (a) an environmental audit which is sufficient to indicate whether may environmental remediation is required or recommended and (b) if remediation is required or recommended, a contamination assessment report and a remedial action plan. If remediation is required or recommended, Mortgager shall promptly institute and expeditiously complete such remediation.
- 2.14 Environmental Condition of Property; Indomnification. Mortgagor warrants and represents to Mortgagoe, after thorough investigation that: (a) the Mortgaged Property described herein is now and at all times hereafter will continue to be in full compliance with all federal, state and local environmental laws and regulations, including but not limited to, the Comprehensive Environmental Response, Compensation and Liability Act of 1980 ("CERCLA"), Public Law No. 96-510, 94 Stat. 2767, 42 USC 9601 ct seq, and the Superfund Amendments and Reauthorization Act of 1986 (SARA), Public Law No. 99-499, 100 Stat. 1613, and (b)(i) as of the date hereof there are no hazardous materials, substances, wastes or other environmentally regulated substances (including without limitation, any material containing asbestos) located on, in or under the Mortgaged Property or used in connection therewith, or (ii) Mortgagor has fully disclosed to Mortgagee in writing the existence, extent and nature of any such environmentally regulated substances, which Mortgagor is legally authorized and empowered to maintain on, in or under the Mortgaged Property or use in connection therewith, and Mortgagor has obtained and will maintain all licenses, permits and approvals required with respect thereto, and is in full compliance with all of the terms, conditions and requirements of such licenses, permits and approvals. Mongagor further warrants and represents that it will promptly notify Montgaged of any change in the nature or extent of any hazardous materials, substances or waster maintained on, in or under the Mortgoged Property or used in connection therewith, and will transmit to Mortgagee copies of any citations, orders, notices or other material governmental or other communication received with respect to any other bazardous materials, substances, wastes or other environmentally regulated substances affecting the Mortgaged Property.

Mortgagor shall indemnify and hold Mortgagoc harmless from and against any and all damages, penalties, fines, claims, liens, suits, liabilities, costs, (including, clean-up costs), judgments and expenses (including attorneys', consultants' or expents' fees and expenses) of every kind and nature suffered by or asserted against Mortgagoe as a direct or indirect result of any breach of Mortgagor's obligations under the preceding paragraph or any warranty or representation made by Mortgagor in the preceding paragraph being false or untrue in any material respect or any delay or failure by Mortgagor to comply with any requirement under any law, regulation or ordinance, local, state or federal, which requires the climination or removal of any bazardous materials, substances, wastes or other environmentally regulated substances by Mortgagoe. Mortgagor or any transferce of Mortgagor or Mortgagor

- 2.5 Escrow for Taxes and Insurance, Mortgagee may, at its option, require Mortgager to deposit with Mortgagee on the first day of each month (or on the due date of each normal monthly installment), an amount equal to any or all of the following amounts: (i) one-twelfth (1/12th) of the yearly taxes and assessments on the Mortgaged Property, (ii) one-twelfth (1/12th) of the yearly premium for insurance policies on the Mortgaged Property as estimated by Mortgagee, and (iii) such additional amount as is sufficient to enable Mortgaged to pay at least thirty (30) days before they become due all taxes, assessments and similar charges against the Mortgaged Property and all premiums for insurance policies maintained in force on the Mortgaged Property. Such deposits shall not be, nor be deemed to be, trust funds, but may be committed with the general funds of Mortgagee, and no interest shall be payable in respect thereof. Upon demand by Mortgagee, Mortgageor shall deliver up any deficiencies in the amounts necessary to enable Mortgagee to pay such taxes, assessments and similar charges. In the event of a default under this Mortgage, funds held by Mortgagee pursuant to this paragraph may be applied by Mortgagee to the Debt in such manner as Mortgagee may in its sole discretion determine.
- 2.6 Condemnation. If all or any material part of the Mortgaged Property shall be damaged or taken through condemnation (which term when used herein shall include any damage or taking by any governmental authority or any other authority authorized by applicable laws to so damage or take, and any transfer, by private sale in lieu thereof), either temporarily or permanently, then the entire indebtedness and other sums secured hereby shall, at the option of Mortgagee, become immediately due and payable. Mortgagee shall be entirled to all compensation awards, damages, claims, rights of action and proceeds of or on account of any damage or taking through condemnation and is hereby authorized, at its option, to commerce, appear in and prosecute, in its own or Mortgagor's name, any action or proceeding relating to any condemnation, and to settle or compromise any claim in connection therewith. All such compensation awards, damages, claims, rights of action and proceeds, and any other payments or relief, and the right thereto, are hereby assigned by Mortgager to Mortgagee, who, after deducting therefrom all its expenses including attornays 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 Mortgage shall determine, to the reduction of the sums secured hereby and to any prepayment charge provided in the Note, this Mortgage or any other instruments securing the Note.
- 2.7 Care of Mortgaged Property. Mortgagor shall not permit, commit or suffer any waste, impairment or deterioration of the Mortgaged Property or any part thereof, and shall keep the same and the Improvements and Fixtures in good condition and repair. Mortgager shall notify Mortgagec in writing within five (5) days of any injury, damage or impairment of or occurring on the Mortgaged Property including, but not limited to, serious injury or loss by death or otherwise occurring on the Mortgaged Property. Mortgagec may, at Mortgagec's discretion, have the Mortgaged Property inspected at any time and Mortgager shall pay all costs incurred by Mortgagec in executing such inspection.
- 2.8 Mortgages's Rights. In the event Mortgaged fails to pay and/or discharge any taxes, assessments, liens, levies, liabilities, obligations and encumbrances against any of the Mortgaged Property, or fails to keep the Mortgaged Property insured or to deliver the policies, pay premiums, or fails to repair the Mortgaged Property or to have performed environmental studies as herein agreed, Mortgagee is hereby authorized at its option to pay ant/or discharge the taxes, assessments, liens, levies, liabilities, obligations and encumbrances or any part thereof, to procure and pay for such insurance or to make and pay for such repairs and studies, and to enter upon and have its agents enter upon the Mortgaged Property for any of such purposes, without any obligation on its part to determine the validity and/or necessity thereof, and without Mortgages which payment made by Mortgages for such purposes shall be immediately due and payable by Mortgagor and shall bear interest from the date thereof until paid at the Default Rate, as hereinafter defined, and together with such interest, shall be secured by the lien of this Mortgage. Nothing herein contained shall be construed as requiring Mortgagee to advance or expend monies for any of the purposes mentioned in this paragraph.
- 2.9 Payment of Expeases. Mortgagor shall pay and shall indemnity and hold Mortgagee harmicss from: (a) all documentary stamp taxes, intangible taxes, and any interest or penalties thereon, which may be due on this Mortgage, the Note, or the Debt, (b) all the costs and charges and expenses, including reasonable attorneys' fees, disbursements and costs of abstracts of title, incurred or paid at any time by Mortgagee in seeking to enforce or preserve Mortgagee's rights under the Note, this Mortgage and any other instrument securing the Debt (c) all liability, loss, cost or expense (including attorneys' fees) of Mortgagee arising from the breach of any covenant, warranty or representation contained in this Mortgage. Such costs, charges and expenses, shall be immediately due and payable, without notice, demand, attempt to collect or suit pending. The full amount of each and every such payment shall bear interest from the date thereof until paid at the Default Rate, as hereinafter defined, All such costs, charges and expenses so incurred or paid, together with such interest, shall be secured by the lien of this Mortgage.
- 2.10 No Transfer. Mortgagor shall not make, suffer or permit the sale, transfer, conveyance, or lease of all or any part of the Mortgaged Property or any interest therein without the prior written consent of Mortgagee, and any such sale, conveyance, transfer or lease made without Mortgagee's prior written consent shall be void, if any person should obtain an interest he all or any part of the Mortgaged Property pursuant to the execution or enforcement of any lien, security interest or other right, whether superior, equal or subordinate to tiffs Mortgage or the lien hereof, such event shall be deemed to be a transfer by Mortgagor and an

All property described in paragraphs 1.1, 1.2, 1.3, 1.4, 1.5, 1.6, 1.7, 1.8, 1.9 and 1.10 is herein referred to collectively as the "Mortgaged Property". The lien of this Mortgage will automatically attach, without further set, to all after acquired property located in or on, or attached to, or used in connection with, the operation of any of the other foregoing items of Mortgaged Property.

PROVIDED ALWAYS, that if the aggregate of all sums constituting the Debt is paid in full, if the covenants and agreements of Mortgagor in all guaranties or security agreements securing all sums constituting the Debt are fully paid and performed, if Mortgagor repays and reimburses Mortgagee for any amounts Mortgagee pays or advances under this Mortgage, and if Mortgagor fulfills all of its obligations under this Mortgage, then this conveyance shall be null and void, but shall otherwise remain in full force and effect.

2. COVENANTS OF MORTGAGOR

- 2.1 Warranty of Title: Representations and Warranties. Mortgagor covenants, warrants and represents to Mortgagee that Mortgagor is indefeasibly seized of the Mortgaged Property in fee simple, that Mortgagor has the right to mortgage and convey the, Mortgaged Property, that the Mortgaged Property is free of all encumbrances except as set forth in Exhibit "B" attached hereto and incorporated herein by reference (the "Permitted Encumbrances"), that Mortgagor will defend title to the Mortgaged Property against the claims of all persons whomsoever, and that Mortgagor will provide such further assurances as Mortgagee deems convenient or accessary to perfect title in Mortgagee. Mortgagor covenants, warrants and represents and shall be deemed to continually covenant, warrant and represent during the term of this Mortgage that, except as has been heretofore disclosed in writing to Mortgagee with specific reference to this paragraph: (a) there are not now and shall not in the future be any toxic substances or hazardous wastes on or under the Lands or Improvements, and that no toxic or hazardous substances will be stored upon or utilized in operations on the Lands except for the use (but not storage) of fuels, lubricants, pesticides and herbicides in accordance with applicable environmental regulations, (b) the Mortgaged Property and its use fully complies with all applicable building and zoning codes and other land use regulations, any applicable environmental laws or regulations, and any other applicable laws or regulations, (c) no part of the Lands have been artificially filled or accreted, and (d) Mortgagor has lawful access to the Lands from a public road, which access is adequate for access to the Mortgaged Property from such public road by automobiles, trucks and pedestrians.
- 2.2 Compliance with Terms of Debt. If Mortgagor is a maker on the Note, Mortgagor will promptly pay as and when due any and all installments of the Debt. If any Mortgagor has executed, a guaranty or security agreement to secure the Debt, Mortgagor will promptly comply with and observe the terms, agreements and covenants of such guaranty or security agreement. Mortgagor shall in all events cause any maker of the Note and any obligor of the Debt to comply fully with such makers or obligor's obligations to Mortgagoe.
- 2.3 Payment of Taxes and Liens. Mortgagor shall pay all taxes, assessments, liens, levies, liabilities, obligations and encumbrances of every nature and kind now or hereafter imposed, levied or assessed against the Mortgaged Property. All such payments shall be made when due and payable before they become delinquent and before any interest attaches or any penalty is incurred.
- 2.4 Insurance. Mortgagor shall keep the Mortgaged Property continuously insured in such manner and with such companies as may be satisfactory to Mortgagoe, against loss by fire, vandalism, malicious mischief and other perils usually covered by a fire insurance policy with standard extended coverage endorsement, and against loss by such other perils as Mortgagee may from time to time teasonably determine is prudent or is then required by applicable law, with loss, if any, payable to Mortgagee as its interest may appear. Such insurance shall be in an amount at least equal to the full insurable value of the improvements unless Mortgagee agrees in writing that such insurance may be in a lesser amount. The original insurance policy and all replacements therefore shall be delivered to Mortgagee and must provide that they may not be canceled without the insurer giving at least fifteen days prior written notice of such cancellation to the Mortgagee. In the event of a loss, Mortgagor shall give immediate notice by mail to Mortgagee of such loss and Mortgagor's estimate of the amount of such loss. Mortgagee may make proof of loss if not made promptly by Mortgagor, and each insurance company concerned is hereby authorized and directed to make payments for such loss directly to Mortgagee; and the insurance proceeds or any part thereof may be applied by Mortgagee at its option, after deducting therefrom all its expenses including attorney's fees, either to reduction, of the indebtodness or obligations hereby secured. or the restoration or repair of the property damaged. Mortgagee is hereby authorized, at its option, to settle and compromise any claims, awards, damages, rights of action and proceeds, and any other payment or relief under any insurance policy. In the event of foreclosure of this Montgage or other transfer of title to the Mortgaged Property in extinguishment of the indebtedness or obligations secured hereby, all right, title and interest of Mortgagor in and to any insurance policies then in force shall pass to the purchaser or grantee.

or intended to be used in connection with any present, or future operation of the Land, including, but without limiting the generality of the foregoing: all heating, air-conditioning, lighting, incinerating, and power equipment; all engines, compressors, pipes, pumps, tanks, motors, coorduits and switchboards; all plumbing. lifting, cleaning, fire prevention, fire extinguishing, refrigerating, ventifating, and communications apparatus; all boilers, furnaces, oil burners, vacuum cleaning systems, elevators, and escalators; all builers stoves, overs, ranges, disposal units, dishwashers, water heaters, exhaust systems, refrigerators, cabinets, and partitions; all rugs and carpets; launtry equipment; together with all contract rights to acquire any of the foregoing and all deposits and payments made under contracts for the acquisition of same; together with all additions and accessions thereto and replacements thereof and proceeds therefrom (Mortgagor hereby agreeing with respect to all additions, accessions, replacements and proceeds to execute and deliver from time to time such further instruments as may be requested by Secured Party to confirm and perfect the conveyance, transfer and assignment of any and all of the foregoing); and

- 1.4 All leases, tents, issues, profits, royalties, income and other benefits derived from the Land and the improvements thereon (collectively the "Routs"), subject to the right, power and authority hereinafter given to Mortgagor in collect and apply such Rents, and the proceeds from any insurance or condemnation award relating to the Land and the Improvements; and
- 1.5 All insurance policies and proceeds and all condomnation proceeds, awards, damages and claims relating to or derived from the property described above; and
- 1.6 All licenses, permits, approvals, certificates and agreements with or from all boards, agencies, departments, governmental or otherwise, relating directly or indirectly to the lease, use, construction, operation and maintenance of all or any portion of the Land or improvements thereon, whether heretofore or hereafter issued or executed, including without limitation all building permits, stormwater permits, water distribution permits, DRI, Department of Transportation permits, sewage collection system permits, utility service agreements, approvals, environmental and wet lands permits and concurrency approvals and permits; and
- 1.7 All contracts, subcontracts, agreements, service agreements, warranties, purchase orders, plans, drawings, surveys, reports, and specifications that have heretofore been or will hereinafter be executed or prepared by or on behalf of the Mortgagor, or due have been assigned to the Mortgagor, in connection with the lease, osc, operation and maintenance of all or any portion of the Land, including without limitation all contracts with general contractors, subconfractors, material suppliers, laborers, architects, engineers and surveyors; and
- 1.8 All contracts and agreements that have heretofore been or will hereafter be executed by or on behalf of the Mortgagor in connection with the sale, transfer, conveyance, or lease of any lot or portion of all or any portion of the Land and/or improvements thereon, together with deposits and letters of credit issued to Mortgagor, security or otherwise, paid to Mortgagor in connection therewith and together with all monies to be paid to Mortgagor in connection therewith, together with all proceeds thereof; and
- All documents, instruments, covenants, restrictions, declarations, property owner association documents, property owner associations articles of incorporation and by-laws which have heretofore been or will hereafter be executed by or on behalf of the Mortgagor or which have been assigned to the Mortgagor in connection with the use, operation, maintenance or development of all or any portion of the Land or the improvements thereon or which benefit the Mortgagor or all or any portion of the Land or the improvements thereon. (This subparagraph (i) and subparagraphs (f), (g), (h) above, together with any changes, extensions, revisions, modifications, or guarantees of performance thereof, collectively herein the "Contract Documents"); and

All proceeds, products, replacements, additions, substitutions, renewals and accessions of any of the foregoing items.

1.10 All proceeds, products and replacements of or accessions to any of the foregoing;

TO HAVE AND TO HOLD unto the Mortgagee, its successors and assigns forever.

As to any personal property or fixtures, this Mortgage is a self-operative security agreement with respect to such property, but Mortgager agrees to execute and deliver on demand such other security agreements, financing statements, and other instruments as Mortgagee may request in order to perfect its security interest or to impose the lien hereof more specifically upon any of such property. Mortgagee shall have all the rights and remedies, in addition to those specified herein, of a secured party under the Florida Uniform Commercial Code.

Recorded in Public Records 8/13/2019 11:06 AM OR Book 8145 Page 901, Instrument #2019070034, Pam Childers Clerk of the Circuit Court Escambia County, FL Recording 8103.50 MTG Stamps 81,338.78 Int. Tax 8765.00

THIS IS A BALLOON MORTGAGE AND THE FINAL PRINCIPAL PAYMENT OR THE PRINCIPAL BALANCE DUE UPON MATURITY IS ESIMATED TO BE \$324,979.81, TOGETHER WITH ACCRUED INTEREST, IF ANY, AND ALL ADVANCEMENTS MADE BY THE MORTGAGEE UNDER THE TERMS OF THIS MORTGAGE.

Prepared by and Return to: DeWitt D. Clark, Esq. Litvak Beasley Wilson & Ball, LLP 40 Palafox Place, Suite 300 Pensacola, Florida 32502

STATE OF FLORIDA COUNTY OF ESCAMBIA

ServisFirst Bank
Martgage and Security Agreement
(With Assignment of Reuts and Leases)

THIS MORTGAGE, made as of the 12 th day of August, 2019, by and between RND Panhandte Properties, LLC, whose address is 890 Industrial Court, Pensacola, FL 32505 (collectively referred to berein, as "Mortgagor") and Servis First Bank, an Alabama corporation, whose address is 219 E. Garden Street. Ste 100, Pensacola, FL 32502 (collectively referred to herein as "Mortgagor").

WHEREAS, Mortgagor is justly indebted, to Mortgagoe in the principal, sum of Three Hundred Eighty Two Thousand Five Hundred and 00/100 Dollars (\$382,500.00), together with interest thereon as evidenced by that certain promissory note (the "Note", which term shall include any modification, renewal, extension or alteration thereof hereafter executed) dated of even date, the final payment of which is due on or before August 1, 2024...

NOW THEREFORE, in consideration of the premises, and to secure (i) the payment of the debt evidenced by the Note and any and all extensions and renewals thereof, or of any part thereof, and all interest payable on all of said debt and on any and all such extensions and renewals (such debt or any part thereof, interest thereon, and any extensions and renewals thereof is bereinafter referred to as the "Debt", (ii) the payment and performance of any guaranty of Mortgagor of all or any portion of the Debt, and the payment and performance by Mortgagor of any security agreement, pledge or other instrument executed by Mortgagor securing all or any portion of the Debt, and any extensions, renewals or modifications of any of the foregoing, and (iii) the compliance with all the covenants, agreements and stipulations of this Mortgage. Mortgagor does hereby grant, bargain, sell, assign, mortgage and convey unto Mortgagee, and where applicable, grant a security interest in:

1. THE MORTGAGED PROPERTY

1.1 All of the land in Excambia County, Florida, described as follows:

SEE EXHIBIT "A" ATTACHED HERETO AND INCORPORATED HEREIN BY REFERENCE,

together with each and every tenement, hereditament, easument, right, power, privilege, immunity and appurtenance there unto belonging or in anywise appertaining, and any and all reversions, remainders, estates, rights, litte, interests and claims of any Mortgagor whatsoever in law as well as in equity in and to all or any part of the foregoing (the "Lands"), any and all buildings and other improvements now or hereafter located on any part thereof (the "Improvements") and any fixtures now or hereafter located on the Lands or affixed to the Improvements (the "Fixtures");

- All rights-of-way, streets, alleys, passages, riparian and littoral rights, waters, water courses, sewer rights, rights, liberties, privileges, tenements, hereditaments, casements, and appurtenances thereunto belonging or in anyway appertaining, whether now owned or hereafter acquired by Mortgagor, and including all rights of ingress and egress to and from the Land and all adjoining property (whether such rights now exist or subsequently arise), together with the reversion or reversions, remainder and remainders, rents, issues and profits thereof; and
- 1.3 All machinery, apparatus, equipment, fittings, and fixtures, whether actually or constructively attached to the Land, and all building materials of every kind and nature, and all trade, domestic, and ornamental fixtures and all personal property now or hereafter located in, upon, over, or under the Land or any part thereof on or off-site benefiting the Land and used or asable

IN WITNESS WHEREOF, Grantor has above written.	signed and sealed these presents the day and year first
Signed, sealed and delivered in our presence:	GRANTOR:
- (JBER Properties LLP, a Florida limited liability Partnership
Print Hame of Witness No. 1 Richard N. Shen!	ByBy
Print Name of Witness No. 2	_
Signature of Witness No. 2	_
STATE OF FLORIDA COUNTY OF ESCAMBIA	
The foregoing instrument was acknow ERIC J. HOWELL, as Manager of JBER Proper the partnership. He () is persona as identification	
Richard N. Sherriii MY COMMISSION 8 FF 243707 SXPWES: September 12, 2019	Signature:
	Notary Public, State of Florida
[NOTARIAL SEAL]	My Commission Expires:
A3556770.DOC	

This Instrument Prepared by and Return to: RICHARD N. SHERRILL, ESQ. Clark Partington 125 East Intendencia Street Pensacola, FL 32502

Record Deed: Deed Documentary Stamps: Yotal:

\$18,50 \$3,220,00 \$3,236,50

CP File No.: 190887

Property Appraiser's Parcel ID (Folio) No.: 441S301150000006 and 441S301150000007

WARRANTY DEED

THIS WARRANTY DEED is made and executed on the 12th day of August, 2019 by JBER Properties LLP, a Florida limited liability partnership, (the "Grantor"), whose address is 7850 Kipling Street, Pensacola, FL 32514, in favor of RND Panhandle Properties LLC, a Florida limited liability company (the "Grantee"), whose post office address is 890 Industrial Court, Pensacola, FL 32505.

Grantor, for and in consideration of 10 Dollars and no/100 (\$10.00) Dollars and other valuable considerations, receipt whereof is hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms unto the Grantee and Grantee's successors and assigns, all that certain land situate in *Escambia* County, Florida, described as follows (the "Property"):

Lots 6 and 7, "W" Street North Industrial Park, a subdivision of a portion of Section 44, Township 1 South, Range 30 West, Escambia County, Florida, according to Plat recorded in Plat Book 13, Page 56, of the Public Records of Escambia County, Florida.

TOGETHER, with all the tenaments, hereditaments and appurtenances thereto belonging or in anywise appertaining free from all exemptions.

TO HAVE AND TO HOLD, the same in fee simple forever.

Subject to zoning, restrictions, prohibitions and other requirements imposed by governmental authorities; restrictions, instruments and matters of record or appearing on the plat or otherwise common to the subdivision, if the Property is in a subdivision; valid easements and mineral reservations of record affecting the Property, if any; and taxes for the current year and subsequent years; all of which are not hereby reimposed.

And Grantor hereby covenants with Grantee that Grantor is lawfully seized of an indefeasible estate in fee simple in the Property, and has a good right to convey the same; that it is free of lien or encumbrance; and Grantor hereby fully warrants the title to Property and will defend the same against all persons lawfully claiming the same.

[Signatures on following page.]

PROPERTY INFORMATION REPORT

December 24, 2022 Tax Account #:04-1798-930

LEGAL DESCRIPTION EXHIBIT "A"

LT 6 W STREET NORTH INDUSTRIAL PARK PB 13 P 56 OR 5439 P 1698/1699

SECTION 44, TOWNSHIP 1 S, RANGE 30 W

TAX ACCOUNT NUMBER 04-1798-930(0323-68)

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

CERTIFICATE #:

TITO

CERTIFICATION: TITLE SEARCH FOR TDA

TAX DEED SALE DATE: MAR 6, 2023

TAX ACCOUNT #: 04-1798-930

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	
	\boxtimes	Notify City of Pensacola, P.O. Box 12910, 32521
	\boxtimes	Notify Escambia County, 190 Governmental Center, 32502
	\boxtimes	Homestead for 2021 tax year.

RND PANHANDLE PROPERTIES LLC 880 INDUSTRIAL CT PENSACOLA, FL 32505 RND PANHANDLE PROPERTIES LLC 890 INDUSTRIAL CT PENSACOLA, FL 32505

2020-1861

SERVISFIRST BANK 219 E GARDEN ST, STE 100 PENSACOLA, 32502

Certified and delivered to Escambia County Tax Collector, this 24th day of December, 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

CONTINUATION PAGE

December 24, 2022

Tax Account #: 04-1798-930

1. The Grantee(s) of the last deed(s) of record is/are: RND PANHANDLE PROPERTIES LLC

By Virtue of Warranty recorded 8/13/2019 in OR 8145/899

- 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 8/13/2019 OR 814/901
- 4. Taxes:

Taxes for the year(s) None are delinquent.

Tax Account #: 04-1798-930 Assessed Value: \$113,050.00

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.



PROPERTY INFORMATION REPORT

3050 Concho Drive, Pensacola, Florida 32507 | Phone: 850-466-3077

	THE ATTACH	THE ATTACHED REPORT IS ISSUED TO:					
	SCOTT LUNS	SCOTT LUNSFORD, ESCAMBIA COUNTY TAX COLLECTOR					
	TAX ACCOUN	NT #:	04-1798-930	CERTIFICATE #:	2020-1	861	
	REPORT IS LI	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 NFORMATION REPORT AS THE RECIPIENT(S) OF THE PROPERTY INFORMATION REPORT.					
	listing of the over tax information encumbrances in title to said land each document	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.					
	and mineral or encroachments.						
	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.						
P	Period Searched:	December	· 01, 2002 to and incl	luding December 01, 2022	Abstractor: _	Ashley McDonald	
	BY						

Michael A. Campbell,

As President

Dated: December 24, 2022