

APPLICATION FOR TAX DEED

Section 197.502, Florida Statutes

512
R. 12/16

Application Number: 2300169

To: Tax Collector of ESCAMBIA COUNTY, Florida

I,

ASSEMBLY TAX 36, LLC
ASSEMBLY TAX 36 LLC FBO SEC PTY
PO BOX 12225
NEWARK, NJ 07101-3411,

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
07-2417-700	2021/2996	06-01-2021	BEG SW COR OF LT 3 CLARK PLACE S/D PB 2 P 8 SD PT BEING IN E R/W LI OF WARRINGTON RD (200 FT R/W) S 3 DEG 56 MIN W ALG SD R/W 289 06/100 FT TO PT ON E R/W OF WARRINGTON RD S 85 DEG 53 MIN E 167 21/100 FT FOR POB CONT S 85 DEG 53 SEC E 140 06/100 FT N 03 DEG 17 MIN W 303 66/100 FT TO S R/W LI OF JACKSON ST (50 FT R/W) S 80 DEG 51 MIN W 73 FT S 3 DEG 17 MIN E 65 FT S 18 DEG 40 MIN 48 SEC W 125 5/10 FT S 8 DEG 0 MIN 56 SEC W 98 68/100 FT TO POB PART OF LT 133 PLAT DB 128 P 575 OR 5778 P 110 CA 176

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
ASSEMBLY TAX 36, LLC
ASSEMBLY TAX 36 LLC FBO SEC PTY
PO BOX 12225
NEWARK, NJ 07101-3411

Applicant's signature

04-17-2023
Application Date

Part 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 here: _____	
Signature, Clerk of Court or Designee	
Date of sale <u>10/04/2023</u>	

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.

BEG SW COR OF LT 3 CLARK PLACE S/D PB 2 P 8 SD PT BEING IN E R/W LI OF WARRINGTON RD (200 FT R/W) S 3 DEG 56 MIN W ALG SD R/W 289 06/100 FT TO PT ON E R/W OF WARRINGTON RD S 85 DEG 53 MIN E 167 21/100 FT FOR POB CONT S 85 DEG 53 SEC E 140 06/100 FT N 03 DEG 17 MIN W 303 66/100 FT TO S R/W LI OF JACKSON ST (50 FT R/W) S 80 DEG 51 MIN W 73 FT S 3 DEG 17 MIN E 65 FT S 18 DEG 40 MIN 48 SEC W 125 5/10 FT S 8 DEG 0 MIN 56 SEC W 98 68/100 FT TO POB PART OF LT 133 PLAT DB 128 P 575 OR 5778 P 110 CA 176



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

1023.23

Part 1: Tax Deed Application Information

Applicant Name Applicant Address	ASSEMBLY TAX 36, LLC ASSEMBLY TAX 36 LLC FBO SEC PTY PO BOX 12225 NEWARK, NJ 07101-3411	Application date	Apr 17, 2023
Property description	S FOOD MART SEVEN LLC 4781 NORTH 9TH AVE PENSACOLA, FL 32503 4427 W JACKSON ST 07-2417-700 BEG SW COR OF LT 3 CLARK PLACE S/D PB 2 P 8 SD PT BEING IN E R/W LI OF WARRINGTON RD (200 FT R/W) S (Full legal attached.)	Certificate #	2021 / 2996
		Date certificate issued	06/01/2021

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)
# 2021/2996	06/01/2021	1,307.89	65.39	1,373.28
→ Part 2: Total*				1,373.28

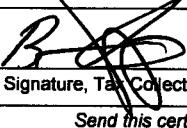
Part 3: Other Certificates Redeemed by Applicant (Other than County)

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

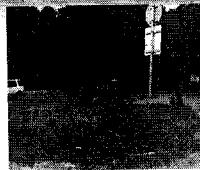
Part 4: Tax Collector Certified Amounts (Lines 1-7)

1. Cost of all certificates in applicant's possession and other certificates redeemed by applicant (*Total of Parts 2 + 3 above)	1,373.28
2. Delinquent taxes paid by the applicant	0.00
3. Current taxes paid by the applicant	1,198.57
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)	2,946.85

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: 	Escambia, Florida
Signature, Tax Collector or Designee	Date May 1st, 2023

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



5/14/2020 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:05/03/2023 (tc.3053)



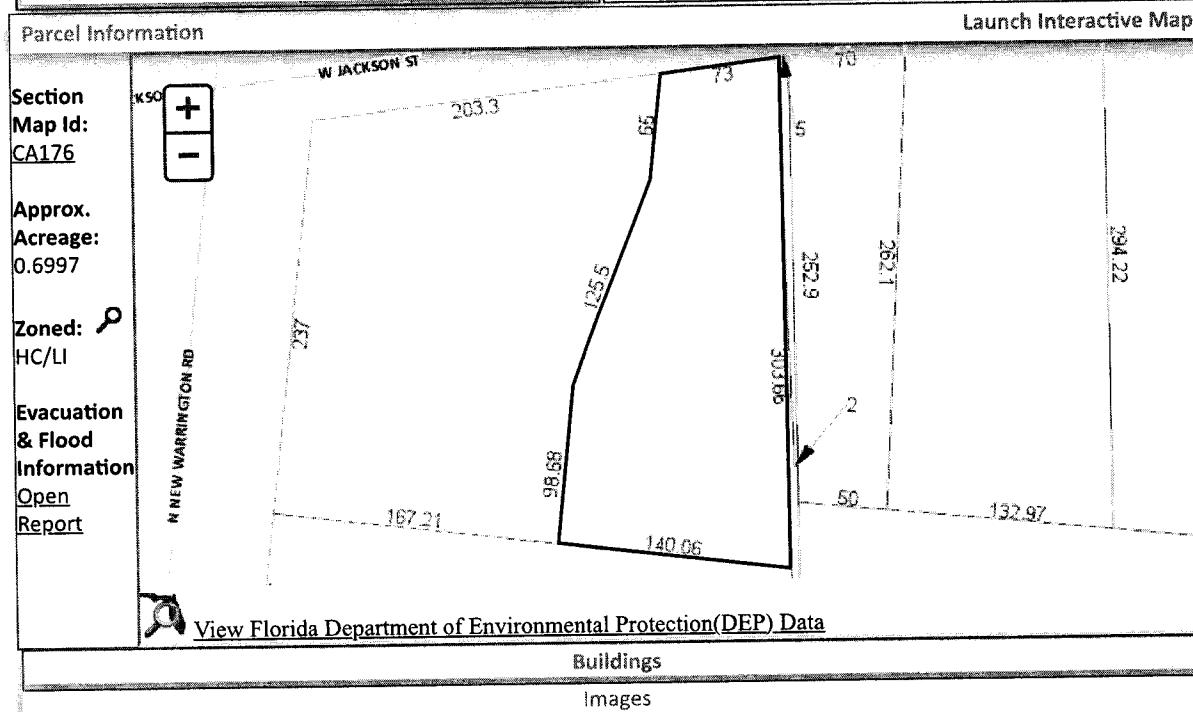
Chris Jones

Escambia County Property Appraiser

[Real Estate Search](#)
[Tangible Property Search](#)
[Sale List](#)
◀ Nav. Mode ● Account ○ Parcel ID ▶
[Printer Friendly Version](#)

General Information		Assessments			
Parcel ID:	342S301331002001				
Account:	072417700				
Owners:	S FOOD MART SEVEN LLC				
Mail:	4781 NORTH 9TH AVE PENSACOLA, FL 32503				
Situs:	4427 W JACKSON ST 32506				
Use Code:	OPEN STORAGE				
Taxing Authority:	COUNTY MSTU				
Tax Inquiry:	Open Tax Inquiry Window				
Tax Inquiry link courtesy of Scott Lunsford Escambia County Tax Collector					

Sales Data						2022 Certified Roll Exemptions	
Sale Date						None	
Book							
Page							
Value							
Type							
Official Records (New Window)							
09/29/2020	8374	1726	\$400,000	WD			
11/2005	5778	110	\$100	WD			
07/2005	5693	1166	\$100	WD			
08/1980	1467	852	\$35,000	WD			
12/1978	1291	542	\$8,000	QC			
Official Records Inquiry courtesy of Pam Childers Escambia County Clerk of the Circuit Court and Comptroller							



Pam Childers
CLERK OF THE CIRCUIT COURT
ESCAMBIA COUNTY FLORIDA
INST# 2023036256 5/8/2023 11:10 AM
OFF REC BK: 8973 PG: 1095 Doc Type: TDN

NOTICE OF APPLICATION FOR TAX DEED

NOTICE IS HEREBY GIVEN, That **ASSEMBLY TAX 36 LLC** holder of **Tax Certificate No. 02996**, issued the **1st day of June, A.D., 2021** 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 SW COR OF LT 3 CLARK PLACE S/D PB 2 P 8 SD PT BEING IN E R/W LI OF WARRINGTON RD (200 FT R/W) S 3 DEG 56 MIN W ALG SD R/W 289 06/100 FT TO PT ON E R/W OF WARRINGTON RD S 85 DEG 53 MIN E 167 21/100 FT FOR POB CONT S 85 DEG 53 SEC E 140 06/100 FT N 03 DEG 17 MIN W 303 66/100 FT TO S R/W LI OF JACKSON ST (50 FT R/W) S 80 DEG 51 MIN W 73 FT S 3 DEG 17 MIN E 65 FT S 18 DEG 40 MIN 48 SEC W 125 5/10 FT S 8 DEG 0 MIN 56 SEC W 98 68/100 FT TO POB PART OF LT 133 PLAT DB 128 P 575 OR 8374 P 1726 CA 176

SECTION 34, TOWNSHIP 2 S, RANGE 30 W

TAX ACCOUNT NUMBER 072417700 (1023-23)

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

S FOOD MART SEVEN LLC

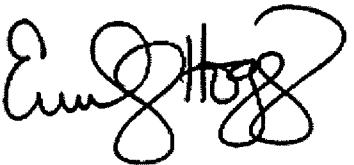
Unless said certificate shall be redeemed according to law, the property described therein will be sold to the highest bidder at public auction at 9:00 A.M. on the **first Wednesday in the month of October, which is the 4th day of October 2023.**

Dated this 5th day of May 2023.

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



BRANCH OFFICES
 ARCHIVES AND RECORDS
 JUVENILE DIVISION
 CENTURY

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

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

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

Account: 072417700 Certificate Number: 002996 of 2021

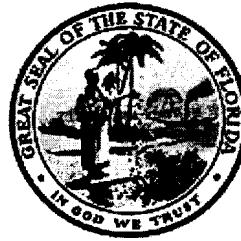
**Payor: S FOOD MART SEVEN LLC 4781 NORTH 9TH AVE PENSACOLA, FL 32503 Date
 7/12/2023**

Clerk's Check #	1	Clerk's Total	\$497.04	\$3,242.23
Tax Collector Check #	1	Tax Collector's Total	\$3,18.32	
		Postage	\$60.00	
		Researcher Copies	\$0.00	
		Recording	\$10.00	
		Prep Fee	\$7.00	
		Total Received	<u>\$3,792.36</u>	
				\$3,259.23

**PAM CHILDERS
 Clerk of the Circuit Court**

Received By: Eunice H. Childers
 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



BRANCH OFFICES
 ARCHIVES AND RECORDS
 JUVENILE DIVISION
 CENTURY

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

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

Case # 2021 TD 002996

Redeemed Date 7/12/2023

Name S FOOD MART SEVEN LLC 4781 NORTH 9TH AVE PENSACOLA, FL 32503

Clerk's Total = TAXDEED	\$497.04	<i>\$3,242.23</i>
Due Tax Collector = TAXDEED	\$3,218.32	
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
------	--------	------	-------------	------------	------------

FINANCIAL SUMMARY

No Information Available - See Dockets

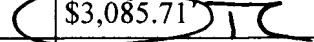
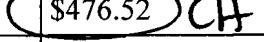


PAM CHILDERS
CLERK OF THE CIRCUIT COURT
ESCAMBIA COUNTY, FLORIDA

Tax Deed - Redemption Calculator

Account: 072417700 Certificate Number: 002996 of 2021

Redemption Application Date Interest Rate

	Final Redemption Payment ESTIMATED	Redemption Overpayment ACTUAL
	Auction Date <input type="text" value="10/4/2023"/>	Redemption Date <input type="text" value="7/12/2023"/> 
Months	6	3
Tax Collector	<input type="text" value="\$2,946.85"/>	<input type="text" value="\$2,946.85"/>
Tax Collector Interest	<input type="text" value="\$265.22"/>	<input type="text" value="\$132.61"/>
Tax Collector Fee	<input type="text" value="\$6.25"/>	<input type="text" value="\$6.25"/>
Total Tax Collector	<input type="text" value="\$3,218.32"/>	<input type="text" value="\$3,085.71"/> 
Record TDA Notice	<input type="text" value="\$17.00"/>	<input type="text" value="\$17.00"/>
Clerk Fee	<input type="text" value="\$119.00"/>	<input type="text" value="\$119.00"/>
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	<input type="text" value="\$41.04"/>	<input type="text" value="\$20.52"/>
Total Clerk	<input type="text" value="\$497.04"/>	<input type="text" value="\$476.52"/> 
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	<input type="text" value="\$3,792.36"/>	<input type="text" value="\$3,579.23"/>
	Repayment Overpayment Refund Amount	<input type="text" value="\$213.13"/>
Book/Page	<input type="text" value="8973"/>	<input type="text" value="1095"/>

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 8973, Page 1095, of Escambia County, for the tax certificate, tax deed, and property described below:

Tax Certificate No. Certificate No. 02996, issued the 1st day of June, A.D., 2021

TAX ACCOUNT NUMBER: 072417700 (1023-23)

DESCRIPTION OF PROPERTY:

**BEG SW COR OF LT 3 CLARK PLACE S/D PB 2 P 8 SD PT BEING IN E R/W LI OF WARRINGTON
RD (200 FT R/W) S 3 DEG 56 MIN W ALG SD R/W 289 06/100 FT TO PT ON E R/W OF
WARRINGTON RD S 85 DEG 53 MIN E 167 21/100 FT FOR POB CONT S 85 DEG 53 SEC E 140
06/100 FT N 03 DEG 17 MIN W 303 66/100 FT TO S R/W LI OF JACKSON ST (50 FT R/W) S 80 DEG
51 MIN W 73 FT S 3 DEG 17 MIN E 65 FT S 18 DEG 40 MIN 48 SEC W 125 5/10 FT S 8 DEG 0 MIN 56
SEC W 98 68/100 FT TO POB PART OF LT 133 PLAT DB 128 P 575 OR 8374 P 1726 CA 176**

SECTION 34, TOWNSHIP 2 S, RANGE 30 W

NAME IN WHICH ASSESSED: S FOOD MART SEVEN LLC

Dated this 12th day of July 2023.

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 #: 07-2417-700 CERTIFICATE #: 2021-2996

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: July 12, 2003 to and including July 12, 2023 Abstractor: Vicki Campbell

BY

Michael A. Campbell,
As President
Dated: July 19, 2023

PROPERTY INFORMATION REPORT
CONTINUATION PAGE

July 19, 2023
Tax Account #: **07-2417-700**

1. The Grantee(s) of the last deed(s) of record is/are: **S FOOD MART SEVEN, LLC, A FLORIDA LIMITED LIABILITY COMPANY**

By Virtue of Warranty Deed recorded 9/30/2020 in OR 8374/1726

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 Quality Enterprises of Northwest Florida, Inc., a Florida Corporation recorded 09/30/2020 – OR 8374/1728 together with Assignment of Leases, Rents and Profits recorded 09/30/2020 – OR 8374/1741**
 - b. **Code Enforcement Order in favor of Escambia County, Florida recorded 06/24/2021 – OR 8560/689**
 - c.
4. Taxes:

Taxes for the year(s) 2020-2022 are delinquent. (Abstractor's note: Tax Deed Application released but payment information not available on line at time of search)

Tax Account #: 07-2417-700

Assessed Value: \$85,737.00

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: OCT 4, 2023

TAX ACCOUNT #: 07-2417-700

CERTIFICATE #: 2021-2996

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

Notify City of Pensacola, P.O. Box 12910, 32521

Notify Escambia County, 190 Governmental Center, 32502

Homestead for 2022 tax year.

S FOOD MART SEVEN LLC
4781 NORTH 9TH AVE
PENSACOLA, FL 32503

QUALITY ENTERPRISES OR NORTHWEST
FLORIDA INC
320 VALENCIA ST
GULF BREEZE, FL 32561

S FOOD MART SEVEN LLC
550 N NEW WARRINGTON RD
PENSACOLA, FL 32506

ESCAMBIA COUNTY CODE ENFORCEMENT
3363 W PARK PL
PENSACOLA, FL 32505

Certified and delivered to Escambia County Tax Collector, this 17th day of July, 2023.

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

July 19, 2023
Tax Account #:07-2417-700

LEGAL DESCRIPTION EXHIBIT "A"

**BEG SW COR OF LT 3 CLARK PLACE S/D PB 2 P 8 SD PT BEING IN E R/W LI OF
WARRINGTON RD (200 FT R/W) S 3 DEG 56 MIN W ALG SD R/W 289 06/100 FT TO PT ON E R/W
OF WARRINGTON RD S 85 DEG 53 MIN E 167 21/100 FT FOR POB CONT S 85 DEG 53 SEC E 140
06/100 FT N 03 DEG 17 MIN W 303 66/100 FT TO S R/W LI OF JACKSON ST (50 FT R/W) S 80 DEG
51 MIN W 73 FT S 3 DEG 17 MIN E 65 FT S 18 DEG 40 MIN 48 SEC W 125 5/10 FT S 8 DEG 0 MIN 56
SEC W 98 68/100 FT TO POB PART OF LT 133 PLAT DB 128 P 575 OR 8374 P 1726 CA 176**

SECTION 34, TOWNSHIP 2 S, RANGE 30 W

TAX ACCOUNT NUMBER 07-2417-700(1023-23)

**ABSTRACTOR'S NOTE: WE CAN NOT CERTIFY LEGAL AS WRITTEN ON TAX ROLL
WITHOUT A CURRENT SURVEY.**

Prepared by and return to:
Kerry Anne Schultz

Schultz Law Group, P.L.L.C.
2779 Gulf Breeze Parkway
Gulf Breeze, FL 32563
850-754-1600
File Number: 20-00993.RC

[Space Above This Line For Recording Data]

Warranty Deed

This Warranty Deed made this 29th day of September, 2020 between **Quality Enterprises of Northwest Florida, Inc.**, a Florida Corporation whose post office address is **320 Valencia St., Gulf Breeze, FL 32561**, grantor, and **S Food Mart Seven, LLC**, a Florida Limited Liability Company whose post office address is **4781 N 9th Ave, Pensacola, FL 32503**, grantee:

(Whenever used herein the terms "grantor" and "grantee" include all the parties to this instrument and the heirs, legal representatives, and assigns of individuals, and the successors and assigns of corporations, trusts and trustees)

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 is hereby acknowledged, has granted, bargained, and sold to the said grantee, and grantee's heirs and assigns forever, the following described land, situate, lying and being in **Escambia County, Florida** to-wit:

Commencing at a permanent reference monument at the Southwest corner of Lot 3, Clark Place subdivision, according to the plat filed in Plat Book 2 at Page 8 of the records of said county, said monument being in the East right-of-way line of Warrington Road (200' right-of-way); thence South 3° 56' West, along said right-of-way, a distance of 289.06 feet to a point in said East right-of-way line of Warrington Road; thence South 85° 53' East, a distance of 167.21 feet for the Point of Beginning; thence continuing South 85° 53' East, a distance of 140.06 feet to a point; thence North 03° 17' West, 303.66 feet to a point in the South right-of-way line of Jackson Street (50 foot right-of-way); thence South 80° 51' West, 73 feet along said right-of-way line of Jackson Street to a point; thence South 3° 17' East, 65 feet to a point; thence South 18° 40' 48" West, 125.5 feet to a point; thence South 8° 00' 56" West, 98.68 feet to the Point of Beginning.

And

Commencing at a permanent reference monument at the Southwest corner of Lot 3 Clark Place Subdivision, according to Plat Book 2, Page 8, of the records of said County, said monument in the East right of way line of Warrington Road (200 foot right of way); thence South 03°56' West, along said right of way line a distance of 51.33 feet to a point in the South right of way line of Jackson Street (50 foot right of way) for the Point of Beginning; thence continue South 3°56' West, along said right of way 237.73 feet to a mark in the sidewalk; thence South 85°53' East, 167.21 feet to a point; thence North 08°00'56" East, 98.68 feet to a point; thence North 18°40'48", East, 125.5 feet to a point, thence North 03°17' West, 65 feet to a point in the South right of way of Jackson Street; then South 80°51' West, along said right of way line 203.3 feet to the Point of Beginning.

Parcel Identification Number:

Subject to reservations, restrictions and easements of record which are not hereby reimposed, and any zoning ordinances.

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

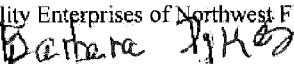
To Have and to Hold, the same in fee simple forever.

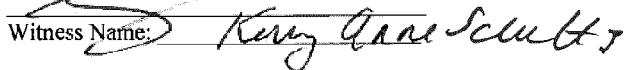
And the grantor hereby covenants with said grantee that the grantor is lawfully seized of said land in fee simple; that the grantor has good right and lawful authority to sell and convey said land; that the grantor hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances, except taxes accruing subsequent to **December 31, 2019**.

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:


Witness Name: Barbara Dykes

Quality Enterprises of Northwest Florida, Inc.
By: 
Barbara Dykes, President

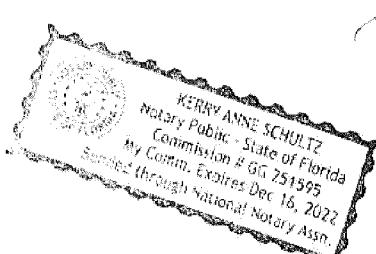

Witness Name: Kerry Anne Schultz

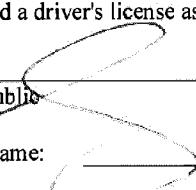
(Corporate Seal)

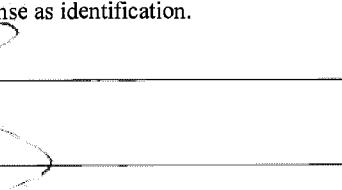
State of Florida
County of Santa Rosa

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 29th day of September, 2020 by Barbara Dykes, President of Quality Enterprises of Northwest Florida, Inc., on behalf of the corporation. He/she is personally known to me or has produced a driver's license as identification.

[Notary Seal]


Notary Public

Printed Name: 

My Commission Expires: 

Prepared by and return to:
Kerry Anne Schultz, Esq.
Schultz Law Group, P.L.L.C.
2779 Gulf Breeze Parkway
Gulf Breeze, Florida 32563

(Space above this line reserved for recording office use only)

MORTGAGE

THIS MORTGAGE, made on the 29 day of September, 2020 by **S FOOD MART SEVEN LLC, a Florida limited liability company** ("Mortgagor"), whose address is 4781 North 9th Avenue, Pensacola, Florida 32503, to **QUALITY ENTERPRISES OF NORTHWEST FLORIDA, INC., a Florida corporation** ("Mortgagee"), whose office address is 320 Valencia Street, Gulf Breeze, Florida 32561.

RECITALS

Mortgagor is justly indebted to Mortgagee, having executed and delivered to Mortgagee its promissory note (the "note") bearing even date herewith, in the original principal sum of **Three Hundred Thousand and No/100 Dollars (\$300,000.00)** or so much as has been advanced and remains outstanding, lawful money of the United States of America, and according to the terms and conditions specified in the note;

In consideration of the indebtedness and to secure the payment to Mortgagee of the principal with interest and all other sums provided for in the note and in this mortgage, including, but not limited to, any future advances that may be made by Mortgagee to Mortgagor in accordance with Paragraph 24 hereof, up to the maximum amount stated therein, and for performance of the agreements, conditions, covenants, provisions, and stipulations contained herein and therein, and in certain other agreements and instruments made and given by Mortgagor to Mortgagee in connection therewith, Mortgagor hereby mortgages to Mortgagee that tract or parcel of land in Escambia County, Florida, more particularly described and set forth in Exhibit A attached hereto and made part hereof (the land);

TOGETHER with all the tenements, hereditaments, easements, appurtenances, passages, waters, water courses, riparian rights, other rights, liberties, and privileges thereof or in any way now or hereafter appertaining, including any other claim at law or in equity as well as any after-acquired title, franchise, or license and the reversions and remainders thereof; and

TOGETHER with all buildings and improvements of every kind and description now or hereafter erected or placed thereon and all materials intended for construction, reconstruction, alteration, and repairs of improvements now or hereafter erected thereon, all of which materials shall be considered to be included within the mortgaged premises immediately on the delivery thereof to the mortgaged premises, and all fixtures and articles of personal property now or hereafter owned by Mortgagor and attached to or contained in and used in connection with said premises, including but not limited to all apparatus, machinery, motors, elevators, fittings, radiators, gas ranges, ice boxes, mechanical refrigerators, awnings, shades, screens, venetian blinds, office equipment and other furnishings; all plumbing, heating, lighting, cooking, laundry, ventilating, refrigerating, incinerating, air-conditioning, hot-water-heating, and sprinkler

equipment and fixtures and appurtenances thereto, and all built-in equipment and built-in furniture; and all renewals or replacements thereof or articles in substitution therefore, whether or not the same are or shall be attached to said land or building or buildings in any manner; it being mutually agreed that all the aforesaid property owned by Mortgagor and placed by it on the premises shall, so far as permitted by law, be considered to be affixed to the realty and covered by this mortgage. Such tract or parcel of land and buildings, improvements, fixtures, machinery, equipment, tenements, personal property, and property interests being hereinafter collectively called the "mortgaged property."

TO HAVE AND TO HOLD the above-granted and described mortgaged property to Mortgagee, its successors, or assigns forever.

And Mortgagor hereby represents, warrants, and covenants with Mortgagee that Mortgagor is indefeasibly seized of the mortgaged property in fee simple; that Mortgagor has full power and lawful right to convey the same in fee simple as aforesaid; that the mortgaged property is free from all liens and encumbrances, that all property, fixtures, and equipment described herein will be fully paid for and free from all liens, encumbrances, title-retaining contracts, and security interests when delivered and/or installed on the mortgaged property; that such property, fixtures, and equipment shall be deemed to be realty and a part of the freehold; that Mortgagor will make such further assurances to prove the fee simple title to all and singular the mortgaged property in Mortgagee and to prove the lien and priority of this mortgage, as may be reasonably required, and that Mortgagor does hereby and will forever fully warrant and defend the lien and priority of this mortgage and the title to the mortgaged property and every part thereof against the lawful claims and demands of all persons whomsoever.

PROVIDED ALWAYS, and these presents are on the express condition that, if Mortgagor or the successors or assigns of Mortgagor shall pay unto Mortgagee, its successors, or assigns the sums of money secured hereby, and any renewals or extensions thereof in whatever form, and the interest thereon as it shall become due, according to the true intent and meaning thereof, together with all advances hereunder, costs, charges, and expenses, including a reasonable attorneys' fees, which Mortgagee may incur or be put to in collecting the same by foreclosure or otherwise; and shall duly, promptly, and fully perform, discharge, execute, effect, complete, comply with, and abide by each and every one of the stipulations, agreements, conditions, and covenants of the note, this mortgage, and other documents or instruments given by Mortgagor to Mortgagee in connection herewith,

THEN this mortgage and the estate hereby created shall cease and be NULL AND VOID and this instrument shall be released by Mortgagee at the cost and expense of Mortgagor.

MORTGAGOR COVENANTS AND AGREES to and with Mortgagee that, until the indebtedness secured hereby is fully repaid:

1. Payment and Performance. Mortgagor shall pay Mortgagee, in accordance with the terms of the note and this mortgage, the principal, interest, and other sums therein set forth; and Mortgagor shall perform and comply with all of the agreements, conditions, covenants, provisions, and stipulations of the note and this mortgage, the terms of which are incorporated

herein by reference.

2. Interest Rate. Notwithstanding any provision contained in this mortgage or in the note secured hereby, the total liability for payment of interest, or in the nature of interest, shall not exceed the limits now imposed by the applicable usury law, including the applicable choice-of-law rules. In the event of the acceleration of the note hereby secured, the total charges for interest and in the nature of interest shall not exceed the maximum amount allowed by law; any excess portion of such charges that may have been prepaid shall be refunded to the maker thereof. Such refund may be made by application of the amount involved against the sums then due hereunder, but such crediting shall not cure or waive the default occasioning acceleration. Nothing herein contained nor in any transaction related hereto shall be construed or shall so operate either presently or prospectively to require Mortgagor to make any payment or do any act contrary to law; however, if any clause or provision herein contained shall be determined by a court of competent jurisdiction to be invalid, illegal, or unenforceable in any respect, the remainder of this mortgage shall be unaffected thereby and shall remain valid and in full force and effect.

3. Maintenance of Mortgaged Property. Mortgagor shall abstain from and shall not permit the commission of waste, impairment, or deterioration in or about the mortgaged property; Mortgagor shall not remove, demolish, or alter the structural character of any building erected at any time on the mortgaged property, without the prior written consent of Mortgagee; Mortgagor shall not permit the mortgaged property to become vacant, deserted, or unguarded; and Mortgagor shall maintain the mortgaged property in good condition and repair, reasonable wear and tear excepted.

4. Insurance. Mortgagor shall keep the mortgaged property continuously insured against loss or damage by fire, with extended coverage, and against other hazards as Mortgagee may reasonably require, with public liability insurance and property damage insurance, with an insurance company or companies satisfactory to Mortgagee, and in such total amounts as Mortgagee may require from time to time. All policies, including policies for any amounts carried in excess of the required minimum and policies not specifically required by Mortgagee, shall be in a form satisfactory to Mortgagee; shall be maintained in full force and effect; shall be assigned and delivered to Mortgagee at or prior to closing, with premiums prepaid, as collateral security for payment of the indebtedness secured hereby; shall be endorsed with a standard mortgagee clause in favor of Mortgagee as first Mortgagee, not subject to contribution; and shall provide for at least 30 days' notice of cancellation to Mortgagee. If the insurance, or any part thereof, shall expire, be withdrawn, or become void or unsafe by Mortgagor's breach of any condition thereof, or become void or unsafe by reason of the failure or impairment of the capital of any company in which the insurance may then be carried, or, if for any reason whatever the insurance shall be unsatisfactory to Mortgagee, Mortgagor shall place new insurance on the mortgaged property satisfactory to Mortgagee. All renewal policies, with premiums paid, shall be delivered to Mortgagee at least 30 days before expiration of the old policies. In the event of loss, Mortgagor will give immediate notice thereof to Mortgagee, and Mortgagee may make proof of loss if not made promptly by Mortgagor. Each insurance company concerned is hereby authorized and directed to make payment under such insurance, including return of unearned premiums, directly to Mortgagee instead of to Mortgagor and Mortgagee jointly, and Mortgagor appoints Mortgagee, irrevocably, as Mortgagor's attorney-in-fact to indorse any draft therefor. At its election,

Mortgagee shall have the right to retain and apply the proceeds of any such insurance to reduction of the indebtedness secured hereby, or to restoration or repair of the property damaged. If Mortgagee becomes the owner of the mortgaged property or any part thereof by foreclosure or otherwise, such policies, including all right, title, and interest of Mortgagor thereunder, shall become the absolute property of Mortgagee.

5. Taxes and Other Charges. Mortgagor shall pay, when due and payable and before interest or penalties are due thereon, without any deduction, defalcation, or abatement, all taxes, assessments, levies, liabilities, obligations, encumbrances, water and sewer rents, and all other charges or claims of every nature and kind that may be imposed, suffered, placed, assessed, levied, or filed at any time against Mortgagor against the mortgaged property or any part thereof, or against the interest of Mortgagee therein; or that by any present or future law may have priority over the indebtedness secured hereby either in lien or in distribution out of the proceeds of any judicial sale, without regard to any law heretofore or hereafter to be enacted imposing payment of the whole or of any part upon Mortgagee. Insofar as any such tax, assessment, levy, liability, obligation, or encumbrance is of record, the same shall be promptly satisfied and discharged of record, and the original official document (such as, for instance, the tax receipt or the satisfaction paper officially indorsed or certified) shall be placed in the hands of Mortgagee not later than such dates. Provided, however, that if, under the note or otherwise, Mortgagor shall have deposited with Mortgagee before the due date thereof sums sufficient to pay any such taxes, assessments, levies, water and sewer rents, charges, or claims, and Mortgagor is not otherwise in default, they shall be paid by Mortgagee; and provided further that, if Mortgagor in good faith and by appropriate legal action shall contest the validity of any such item or the amount thereof and shall have established on its books or by deposit of cash with Mortgagee, as Mortgagee may elect, a reserve for the payment thereof in such amount as Mortgagee may require, then Mortgagor shall not be required to pay the item or introduce the required receipts: (a) while the reserve is maintained; and (b) as long as the contest operates to prevent collection, is maintained and prosecuted with diligence, and shall not have been terminated or discontinued adversely to Mortgagor.

6. Installments for Insurance, Taxes, and Other Charges. Without limiting the effect of Paragraphs 4 and 5 hereof, Mortgagor shall pay to Mortgagee, if requested by Mortgagee, monthly with the monthly installments of principal and interest, an amount equal to one twelfth of the annual premiums for the insurance policies referred to hereinabove and the annual real estate taxes; water and sewer rents; any special assessments, charges, or claims; and any other item that at any time may be or become a lien on the mortgaged property prior to the lien of this mortgage; and, on demand, Mortgagor shall pay to Mortgagee any additional sums necessary to pay the premiums and other items, all as estimated by Mortgagee; the amounts so paid shall be security for the premiums and other items and shall be used in payment thereof if Mortgagor is not otherwise in default hereunder. No amount so paid shall be deemed to be trust funds but may be commingled with general funds of Mortgagee, and no interest shall be payable thereon. If, under any provision of this mortgage, the whole amount of the unpaid principal debt becomes due and payable, Mortgagee shall have the right, at its election, to apply any amount so held against the entire indebtedness secured hereby. At Mortgagee's option, Mortgagee may waive, and after any such waiver may reinstate, the provisions of this paragraph requiring the monthly payments.

7. Future Taxes. If hereafter any law or ordinance shall be adopted imposing a tax directly or indirectly on Mortgagee with respect to the mortgaged property, the value of Mortgagor's equity therein, or the indebtedness evidenced by the note and secured by this mortgage (other than state or federal income taxes imposed on Mortgagee), Mortgagee, at its election, shall have the right at any time to give Mortgagor written notice declaring that the principal debt, with interest and other appropriate charges, shall be due on a specified date not less than 30 days thereafter; provided, however, that such election shall be ineffective if, prior to the specified date, Mortgagor lawfully pays the tax (in addition to all other payments required hereunder) and agrees to pay the tax whenever it becomes due and payable thereafter, which agreement shall then constitute a part of this mortgage.

8. Security Agreement. This mortgage constitutes a security agreement under the Uniform Commercial Code and creates a security interest in the personal property included in the mortgaged property. Mortgagor shall execute, deliver, file, and refile any financing statements or other security agreements Mortgagee may require to confirm the lien of this mortgage with respect to such property. Without limiting the foregoing, Mortgagor hereby irrevocably appoints Mortgagee attorney-in-fact for Mortgagor to execute, deliver, and file such instruments for and on behalf of Mortgagor.

9. Limitation on Additional Financing. Mortgagor shall not undertake additional financing secured by any lien or security interest on property encumbered in favor of Mortgagee to secure the loan without first obtaining Mortgagee's written consent. Any violation of the foregoing limitation shall, at the option of Mortgagee, be deemed an event of default hereunder.

10. Compliance with Law and Regulations. Mortgagor shall comply with all laws, ordinances, regulations, and orders of all federal, state, municipal, and other governmental authorities relating to the mortgaged property.

11. Inspection. Mortgagee and any persons authorized by Mortgagee shall have the right at any time, on reasonable notice to Mortgagor, to enter the mortgaged property at a reasonable hour to inspect and photograph its condition and state of repair.

12. Declaration of No Setoff. Within one week after being requested to do so by Mortgagee, Mortgagor shall certify to Mortgagee or to any proposed assignee of this mortgage, in a writing duly acknowledged, the amount of principal, interest, and other charges then owing on the obligation secured by this mortgage and whether there are any setoffs or defenses against it, and, if such setoffs or defenses are asserted, a detailed explanation thereof.

13. Required Notices. Mortgagor shall notify Mortgagee promptly of the occurrence of any of the following:

- (a) fire or other casualty causing damage to the mortgaged property;
- (b) receipt of notice of condemnation of the mortgaged property;

- (c) receipt of notice from any governmental authority relating to the structure, use, or occupancy of the mortgaged property;
- (d) substantial change in the occupancy of the mortgaged property; or
- (e) commencement of any litigation affecting the mortgaged property.

14. Condemnation.

(a) In the event of any condemnation or taking of any part of the mortgaged property by eminent domain, alteration of the grade of any street, or other injury to, or decrease in the value of, the mortgaged property by any public or quasi-public authority or corporation, all proceeds (that is, the award or agreed compensation for the damages sustained) allocable to Mortgagor shall be applicable first to payment of the indebtedness secured hereby. No settlement for the damages sustained shall be made by Mortgagor without Mortgagee's prior written approval, which shall not be unreasonably withheld. Mortgagor shall continue to pay the installments of principal, interest, and other charges until payment of the proceeds shall have been received by Mortgagee in the full amount secured hereunder. All of the proceeds shall be applied in the order and in the amounts that Mortgagee, in Mortgagee's sole discretion, may elect to the payment of principal (whether or not then due and payable); to the payment of interest or any sums secured by this mortgage; or toward payment to Mortgagor, on such reasonable terms as Mortgagee may specify, to be used for the sole purpose of altering, restoring, or rebuilding any part of the mortgaged property that may have been altered, damaged, or destroyed as a result of the taking, alteration of grade, or other injury to the mortgaged property.

(b) If, prior to the receipt of the proceeds by Mortgagee, the mortgaged property is sold on foreclosure of this mortgage, Mortgagee shall have the right to receive the proceeds to the extent of:

(i) any deficiency found to be due to Mortgagee in connection with the foreclosure sale with legal interest thereon; and

(ii) reasonable counsel fees, costs, and disbursements incurred by Mortgagee in connection with collection of the proceeds and the proceedings to establish the deficiency.

(c) If the amount of the initial award of damages for the condemnation is insufficient to pay in full the indebtedness secured hereby with interest and other appropriate charges, Mortgagee shall have the right to prosecute to final determination or settlement an appeal or other appropriate proceedings in the name of Mortgagee or Mortgagor, for which Mortgagee is hereby appointed irrevocably as attorney-in-fact for Mortgagor, which appointment, being for security, is irrevocable. In that event, the expenses of the proceedings, including reasonable counsel fees, shall be paid first out of the proceeds, and only the excess, if any, paid to Mortgagee shall be credited against the amounts due under this mortgage.

(d) Nothing herein shall limit the rights otherwise available to Mortgagee, at law or in equity, including the right to intervene as a party to any condemnation proceeding.

15. No Leases. Mortgagor hereby represents that there are no leases or agreements to lease all or any part of the mortgaged property now in effect, except as previously disclosed by Mortgagor to Mortgagee.

16. Conveyance. Without the prior written consent of Mortgagee, Mortgagor will abstain from and will not cause or permit any sale, exchange, transfer, or conveyance of the mortgaged property or any part thereof, voluntarily or by operation of law (other than by execution on the note or foreclosure under this mortgage), or any transfer of shares of stock or control in Mortgagor, whether by sale, exchange, conveyance, merger, consolidation, or otherwise. Any violation of the foregoing limitations shall, at the option of Mortgagee, be deemed an event of default hereunder.

17. Right to Remedy Defaults. If Mortgagor fails to pay real estate or other taxes, assessments, water and sewer rents, charges and claims, or sums due under any prior lien or insurance premiums; fails to make necessary repairs; or permits waste, Mortgagee, at its election and without notice to Mortgagor, shall have the right to make any payment or expenditure and take any action that Mortgagor should have made or taken or which Mortgagee deems advisable to protect the security of this mortgage or the mortgaged property, without prejudice to any of Mortgagee's rights or remedies available hereunder or otherwise at law or in equity. All such sums and costs advanced by Mortgagee under this mortgage shall be due immediately from Mortgagor to Mortgagee, shall be secured hereby, and shall bear interest. Mortgagee shall be subrogated to any rights, equities, and liens so discharged.

18. Events of Default. The following shall constitute events of default hereunder:

(a) Failure of Mortgagor to pay any installment of principal or interest, or any other sum, within 30 days after the date it is due under the note or this mortgage.

(b) Mortgagor's nonperformance of, or noncompliance with, any other agreements, conditions, covenants, provisions, or stipulations contained in the note or in this mortgage, or in any other document securing such note, and the continuation of such nonperformance or noncompliance for 30 days after notice thereof from Mortgagee to Mortgagor.

(c) Any assignment for the benefit of creditors made by Mortgagor, any shareholder of Mortgagor, or the person executing the guaranty of even date herewith given to Mortgagee in connection with the loan.

(d) Appointment of a receiver, liquidator, or trustee of Mortgagor (which term for the purposes of this subparagraph (d) shall be deemed to include any shareholder of Mortgagor) or of any of the property of Mortgagor; insolvency of Mortgagor or the adjudication of Mortgagor as bankrupt; the filing by Mortgagor of any petition for the

bankruptcy, reorganization, or arrangement of Mortgagor under the Federal Bankruptcy Act or any similar statute; the institution by Mortgagor of any proceeding for the dissolution or liquidation of Mortgagor; or the filing against Mortgagor of any such petition or institution, unless the same be discharged within 30 days after the filing or institution.

(e) The rendering by any court of last resort of a decision that an undertaking by Mortgagor (as herein provided) to pay any tax, assessment, levy, liability, obligation, or encumbrance is legally inoperative or cannot be enforced, or the passage of any law changing in any way or respect the laws now in force for the taxation of mortgages or debts secured thereby for any purpose, or the manner of collection of any such tax, so as to affect this mortgage or the debt secured hereby.

19. Remedies.

(a) On the happening of any event of default, this conveyance shall become absolute, and the entire unpaid balance of the principal, the accrued interest, and all other sums secured by this mortgage shall become immediately due and payable, at the option of Mortgagee, without notice or demand.

(b) When the entire indebtedness shall become due and payable because of maturity, the occurrence of any event of default, or otherwise, then forthwith:

(i) Foreclosure. Mortgagee may institute an action to foreclose this mortgage against the mortgaged property or take such other action at law or in equity for the enforcement of this mortgage and realization on the mortgage security or any other security herein or elsewhere provided for, as the law may allow, and may proceed therein to final judgment and execution for the entire unpaid balance of the principal debt, with interest at the rate stipulated in the note to the date of default, together with all other sums due by Mortgagor in accordance with the provisions of the note and this mortgage, including all sums that may have been lent by Mortgagee to Mortgagor after the date of this mortgage, and all sums that may have been advanced by Mortgagee for taxes, water or sewer rents, charges or claims, payments on prior liens, or insurance or repairs to the mortgaged property, and all costs of legal action, together with interest at such rate, on any judgment obtained by Mortgagee from and after the date of any foreclosure sale until actual payment is made of the full amount due Mortgagee, and of an attorney's fee for collection; or Mortgagee may foreclose only as to the sum past due with interest and costs, as provided above, without injury to this mortgage or the displacement or impairment of the remainder of the lien thereof, and, at such foreclosure sale, the mortgaged property shall be sold subject to all remaining items of indebtedness; and Mortgagee may again foreclose, in the same manner, as often as there may be any sum past due; or

(ii) Possession. Mortgagee may enter into possession of the mortgaged property with or without legal action and by force if necessary. Mortgagee may then collect therefrom all rentals (which term shall also include sums payable for

use and occupation) and, after deducting all costs of collection and administration expenses, apply the net rentals to any or all of the following in such order and amounts as Mortgagee, in Mortgagee's sole discretion, may elect: the payment of taxes, water and sewer rents, charges and claims, insurance premiums, and all other carrying charges; the maintenance, repair, or restoration of the mortgaged property; and on account and in reduction of the principal or interest, or both, hereby secured. In and for that purpose, Mortgagor hereby assigns to Mortgagee all rentals due and to become due under any lease or leases or rights to use and occupation of the mortgaged property hereafter created, as well as all rights and remedies provided in such lease or leases or at law or in equity for the collection of the rentals. Mortgagee shall be entitled to the appointment of a receiver of all the rents, issues, and profits, as a matter of strict right, regardless of the value of the mortgaged property and the solvency or insolvency of Mortgagor and other persons liable to pay such indebtedness. Mortgagor hereby specifically waives the right to object to the appointment of a receiver as aforesaid and hereby expressly consents that such appointment shall be made as an admitted equity and that the same may be done without notice to Mortgagor.

(c) Mortgagee shall have the right to bring an appropriate action to recover any sums required to be paid by Mortgagor under the terms of this mortgage, as they become due, without regard to whether the principal indebtedness or any other sums secured by the note and this mortgage shall be due, and without prejudice to the right of Mortgagee thereafter to bring an action to foreclose this mortgage, or any other action, for any default by Mortgagor existing at the time the earlier action was commenced.

(d) Any real estate sold under any action to foreclose this mortgage or under any other judicial proceedings under this mortgage or the note may be sold in one parcel, as an entirety, or in such parcels or condominium units and in such manner or order as Mortgagee, in its sole discretion, may elect.

20. Rights and Remedies Cumulative.

(a) The rights and remedies of Mortgagee as provided in the note and in this mortgage shall be cumulative and concurrent; may be pursued separately, successively, or together against Mortgagor, the mortgaged property, or both, at the sole discretion of Mortgagee; and may be exercised as often as occasion therefor shall arise. The failure to exercise any such right or remedy shall in no event be construed as a waiver or release thereof.

(b) Any failure by Mortgagee to insist on strict performance by Mortgagor of any of the terms and provisions of this mortgage or the note shall not be deemed to be a waiver of any of the terms or provisions thereof, and Mortgagee shall have the right thereafter to insist on strict performance by Mortgagor of any and all of them.

(c) Neither Mortgagor nor any other person now or hereafter obligated for payment of all or any part of the sums now or hereafter secured by this mortgage shall be

relieved of such obligation by reason of the failure of Mortgagee to comply with any request of Mortgagor or of any other person so obligated to take action to foreclose on this mortgage or otherwise enforce any provisions of the mortgage or the note; by reason of the release, regardless of consideration, of all or any part of the security held for the indebtedness secured by this mortgage; or by reason of any agreement or stipulation between any subsequent owner of the mortgaged property and Mortgagee extending the time of payment or modifying the terms of the mortgage or note without first having obtained the consent of Mortgagor or such other person. In the latter event, Mortgagor and all such other persons shall continue to be liable to make payments according to the terms of any such extension or modification agreement unless expressly released and discharged in writing by Mortgagee.

(d) Mortgagee may release, regardless of consideration, any part of the security held for the indebtedness secured by this mortgage without, as to the remainder of the security, in any way impairing or affecting the lien of this mortgage or its priority over any subordinate lien.

(e) For payment of the indebtedness secured hereby, Mortgagee may resort to any other security therefor held by Mortgagee in such order and manner as Mortgagee may elect.

21. Mortgagor's Waivers. Mortgagor hereby waives and releases

(a) all errors, defects, and imperfections in any proceeding instituted by Mortgagee under the note, this mortgage, or both of them;

(b) all benefit that might accrue to Mortgagor by virtue of any present or future law exempting the mortgaged property, or any part of the proceeds arising from any sale thereof from attachment, levy, sale on execution, or providing for any stay of execution, exemption from civil process, or extension of time for payment; and

(c) unless specifically required herein, all notices of Mortgagor's default or of Mortgagee's election to exercise or Mortgagee's actual exercise of any option under the note or this mortgage.

22. Attorneys' Fees. If Mortgagee becomes a party to any suit or proceeding affecting the mortgaged property or title thereto, the lien created by this mortgage or Mortgagee's interest therein, or, if Mortgagee engages counsel to collect any of the indebtedness or to enforce performance of the agreements, conditions, covenants, provisions, or stipulations of this mortgage or the note, Mortgagee's costs, expenses, and reasonable attorneys' fees, whether or not suit is instituted, shall be paid to Mortgagee by Mortgagor on demand with interest at the then-effective rate set forth in the note, and, until paid, these amounts of money shall be deemed to be part of the indebtedness evidenced by the note and secured by this mortgage.

23. Future Advances. Under section 697.04, Florida Statutes, this mortgage shall secure not only the existing indebtedness evidenced by the note, but also such future advances as

may be made by Mortgagee to Mortgagor within ten (10) years from the date hereof to the same extent as if such future advances were made on the date of the execution of this mortgage. The total amount of indebtedness that shall be so secured by this mortgage may decrease or increase from time to time, provided that the total unpaid balance so secured at any one time shall not exceed a principal amount of up to double the original principal amount of the loan plus interest thereon and plus any disbursements made for the payment of taxes, levies, or insurance on the property covered by the lien of this mortgage, together with interest on such disbursements.

24. Communications. All communications required under this mortgage or the note shall be in writing and shall be sent by registered or certified mail, postage prepaid, addressed to Mortgagor and Mortgagee at the address set forth in the heading of this mortgage or in the note or to such other address as either party may designate by notice to the other in the manner set forth herein.

25. Amendment. This mortgage cannot be changed or amended except by agreement in writing signed by the party against whom enforcement of the change is sought.

26. Construction. Whenever used in this mortgage, unless the context clearly indicates a contrary intent:

(a) The word "Mortgagor" shall mean the person who executes this mortgage and any subsequent owner of the mortgaged property and his or her respective heirs, executors, administrators, successors, and assigns.

(b) The word "Mortgagee" shall mean the person specifically named herein as "Mortgagee", or any subsequent holder of this mortgage.

(c) The word "person" shall mean individual, corporation, partnership, or unincorporated association.

(d) The use of any gender shall include all genders.

(e) The singular number shall include the plural and the plural the singular, as the context may require.

(f) If Mortgagor is more than one person, all agreements, conditions, covenants, provisions, stipulations, warrants of attorney, authorizations, waivers, releases, options, undertakings, rights, and benefits made or given by Mortgagor shall be joint and several and shall bind and affect all persons who are defined as Mortgagor as fully as though all of them were specifically named herein wherever the word "Mortgagor" is used.

27. Captions. The captions preceding the text of the paragraphs or subparagraphs of this mortgage are inserted only for convenience of reference and shall not constitute a part of this mortgage, nor shall they in any way affect its meaning, construction, or effect.

IN WITNESS WHEREOF, Mortgagor has caused this mortgage to be duly executed as of the day and year first written above.

Mortgagors:

WITNESSES:

Print: Kerry Anne Schultz

Print: Michael Carras

MORTGAGOR:

S FOOD MART SEVEN LLC

By: Mohammed Rahman

Its: Manager

STATE OF FLORIDA
COUNTY OF SANTA ROSA

The foregoing was subscribed before me, the undersigned authority, on the 24th day of September, 2020, Mohammed Rahman, the Manager of S food Mart Seven LLC, a Florida limited liability company, who in my physical presence, and who is personally known to me or who has produced a driver's license as identification.

(Seal)

Notary Public

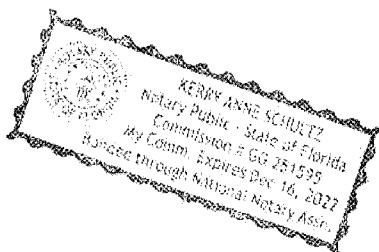


EXHIBIT "A"

(550 New Warrington Road) 342S301331001001

BEG AT SW COR LT 3 CLARK PLACE S/D PB 2 P 8 MONUMENT IN E R/W LI OF WARRINGTON RD (200 FT R/W) S 03 DEG 56 MIN W ALG R/W LI 51 33/100 FT TO POINT IN S R/W LI OF JACKSON ST (50 FT R/W) FOR POB CONT S 03 DEG 56 MIN W ALG R/W 237 73/100 FT S 85 DEG 53 MIN E 167 21/100 FT TO A POINT N 08 DEG 00 MIN 56 SEC E 98 68/100 FT N 18 DEG 40 MIN 48 SEC E 125 05/100 FT N 03 DEG 17 MIN 65 FT S R/W OF JACKSON ST S 80 DEG 51 MIN W ALG R/W LI 203 03/100 FT TO POB OR 3806 P 440 CA 176

AND

(4427 West Jackson Street) 342S301331002001

BEG SW COR OF LT 3 CLARK PLACE S/D PB 2 P 8 SD PT BEING IN E R/W LI OF WARRINGTON RD (200 FT R/W) S 3 DEG 56 MIN W ALG SD R/W 289 06/100 FT TO PT ON E R/W OF WARRINGTON RD S 85 DEG 53 MIN E 167 21/100 FT FOR POB CONT S 85 DEG 53 SEC E 140 06/100 FT N 03 DEG 17 MIN W 303 66/100 FT TO S R/W LI OF JACKSON ST (50 FT R/W) S 80 DEG 51 MIN W 73 FT S 3 DEG 17 MIN E 65 FT S 18 DEG 40 MIN 48 SEC W 125 5/10 FT S 8 DEG 0 MIN 56 SEC W 98 68/100 FT TO POB PART OF LT 133 PLAT DB 128 P 575 OR 5778 P 110 CA 176

Prepared by and Return to:
Kerry Anne Schultz, Esquire
Schultz Law Group, P.L.L.C.
2779 Gulf Breeze Parkway
Gulf Breeze, Florida 32563
Phone: (850) 754-1600

ASSIGNMENT OF LEASES, RENTS AND PROFITS

THIS ASSIGNMENT OF LEASES, RENTS AND PROFITS (the "Assignment") is made and executed this 29 of September, 2020, by **QUALITY ENTERPRISE OF NORTHWEST FLORIDA, INC., a Florida corporation** (the "Lender") pursuant to the Promissory Note from the Borrower to the Lender (the "Promissory Note") in order to better secure all obligations (as such term is defined in the Promissory Note) of the Borrower to be paid, performed or observed including that certain loan in the principal sum of Three Hundred Thousand and No/100 DOLLARS (\$300,000.00), being made available to the Borrower by the Lender herewith (the "Loan").

NOW, THEREFORE, for value received and in consideration of the Loan, and for other good and valuable consideration, the sufficiency and receipt of which are hereby acknowledged, the Borrower hereby makes, transfers, delivers and assigns unto the Lender, its successors and assigns, the assignments set forth hereinafter, subject to and upon the terms and conditions set forth hereinafter, as follows:

1. **ASSIGNMENT.** The Borrower hereby sells, transfers, sets over and assigns unto the Lender, its successors and assigns, all of the Borrower's rights, title and interest in and to those certain leases, residency agreements, rental agreements, tenant contracts and occupancy agreements which may now exist or may hereafter be entered into by Borrower, as landlord, pertaining to any portion of the property described in the Mortgage even date from Borrower to Lender (the "Mortgage"), and described on Exhibit "A" attached hereto and incorporated herein, (the "Property"), together with all modifications, extension, renewals, revisions or guarantees of payment and performance thereof (collectively, the "Leases"), and all Security Deposits and other monies connected with the Leases, and all rents, issues, income and profits therefrom, whether now due, becoming due or arising therefrom. This Assignment is absolute and effective immediately; provided, however, that until occurrence of an Event of Default as set forth herein or in the Promissory Note of Borrower to the Lender of even date evidencing the Loan (the "Note"), or in the Mortgage, or in any other documents evidencing, securing or guaranteeing the Note (collectively, the Note and the Mortgage (the "Loan Documents"), the Borrower shall retain a license to collect, retain, use and enjoy all rents, issues, income and profits from the Leases.

2. **REPRESENTATIONS AND WARRANTIES.** In order to induce Lender to make the Loan to the Borrower, the Borrower makes the following representations and warranties to the Lender, each and all of which shall survive the execution of this Assignment.

2.1 **Right to Assign.** The Borrower has the full right and title to assign to the Lender all of the Leases and all rents, issues, income and profits due and to become due

thereunder, and no other assignment of any interest therein has been made by the Borrower to any other persons whomsoever.

2.2 Validity and Enforceability. To the best of Borrower's knowledge, all Leases now existing or hereafter entered into are or will be genuine and enforceable, in full force and effect at all times during the term of the Loan, properly executed and not in violation of any applicable statutes, laws, ordinances, rules, regulations or requirements of any governmental or regulatory authority having jurisdiction thereof.

2.3 Litigation. No actions, suits or proceedings are pending or threatened to the best of the Borrower's knowledge, involving the validity, priority or enforceability of any of the Leases or which would interfere with the rights of the Borrower to execute and deliver this Assignment and to perform all of the Borrower's Obligations set forth herein or the Lender's ability or right to exercise any right or remedy set forth herein.

3. COVENANTS OF BORROWER. The Borrower hereby covenants with the Lender as follows:

3.1 No Pledge. The Borrower shall not further pledge, transfer, mortgage, encumber or otherwise assign all or any of the Leases or any rents, income, issues and profits therefrom without the prior written consent of the Lender.

3.2 Obligations of the Borrower. The Borrower will faithfully and punctually fulfill, perform, abide by, observe and discharge each and every term, obligation, covenant and agreement set forth in the Leases and will enforce the observance and performance thereof by all parties thereunder.

3.3 Indemnity and Hold Harmless. The Borrower shall indemnify, defend and hold harmless the Lender, its officers, employees and agents from all liens, claims, demands, actions, causes of actions, assessments, losses, damages, liabilities, costs and expenses, including without limitation interest, reasonable attorneys' fees and penalties, unless arising from the conduct of the Lender, arising out of, affecting or in connection with this Assignment and the exercise by the Lender of any rights or remedies conferred herein with respect to enforcement, or other actions taken or withheld by the Lender pertaining to any of the Leases.

4. REMEDIES UPON DEFAULT. Upon breach of any assignment, covenant, representation or warranty by or of the Borrower herein, or upon occurrence of any Event of Default as defined in the Note, in the Mortgage or in any of the Loan Documents, the Lender, without further notice, may exercise any one or more of the following rights and remedies.

4.1 Remedies in Loan Documents. In addition to all rights and remedies set forth herein, the Lender shall have the absolute right to assert and exercise any rights and remedies set forth in the Note, the Mortgage, the Loan Documents, any Leases or occupancy agreements now existing or hereinafter entered into by the Borrower, and any other rights and remedies available at law, in equity or by statute.

4.2 Collection of Rents and Profits. The Lender shall have the right in person or by agent, with or without bringing any action or proceeding, or by a receiver to be appointed by a Court, to collect, enforce, or compromise all rents, issues, profits, revenues, royalties, rights and benefits as and when they may become due under the terms of the Leases, and shall have the right to direct all tenants and parties thereto to pay such rents and other monies as shall thereupon or thereafter be due directly to the Lender, to be applied by the Lender to the Obligations.

4.3 Right to Appointment of Receiver. The Lender, upon application to a court of competent jurisdiction, shall have the absolute right to the appointment of a receiver of the Property and of the income, rents, issues and profits thereof, without regard to the value or occupancy of the Property and without any showing of any insolvency, fraud, or mismanagement on the part of the Borrower, and without the necessity of filing any judicial or other proceeding other than the proceeding for the appointment for such receiver. Such receiver shall have all powers granted to the Lender herein to enter upon and operate the Property, together with any other powers available to receivers by law and as may be conferred by the Court which appoints such receiver. All expenditures of any nature incurred in connection with such receivership shall be deemed to be a part of the Obligations and shall be secured by this Assignment.

4.4 Possession and Performance. The Lender shall have the right, but not the obligation, to enter upon, take possession of and operate the Property under this Assignment without becoming a mortgagee-in-possession, including without limitation, the rights to (a) perform any and all obligations of the Borrower contained in any of the Leases and exercise any and all rights of the Borrower contained therein as fully as the Borrower itself could and without regard to their adequacy as security for the Obligations, or with or without bringing of any legal action or the causing of any receiver to be appointed by any court, and, in this connection, the Lender shall have the full right to employ agents, managers and legal counsel; (b) appear in and defend any actions or proceedings affecting the Leases or the rights conferred upon the Lender herein; and (c) pay the costs and expenses incurred pursuant to the foregoing, with all such expenditures to be reimbursable by the Borrower upon demand, with interest thereon from the dates of expenditure to accrue at the highest Default Rate set forth in the Note. The entry upon and taking possession of the Property as aforesaid shall not cure or waive any default, or waive, modify or affect any notice of default under the Note, the Mortgage, or any of the Loan Documents, or invalidate any act done pursuant to such notice.

4.5 Other Rights and Remedies. The Lender shall have the right, but not the obligation to (a) fix or modify rent; (b) execute new Leases; (c) cancel and modify existing Leases; (d) obtain and evict tenants; (e) hire managers; (f) make repairs to the Property; (g) perform any and all obligations of the Borrower contained in the Leases and exercise any and all rights of the Borrower contained therein as fully as the Borrower itself could with or without the bringing of any legal action or the causing of any receiver to be appointed by any court; and (h) do all other acts in connection with the management and operation of the Property which the Lender may deem necessary or desirable in order

to protect its security therein.

4.6 Limitations. Notwithstanding any of the foregoing, the Lender shall not be obligated to abide by, perform, observe or discharge any obligation or duty imposed under any of the Leases upon the Borrower, or under or by reason of this Assignment, and this Assignment, prior to the taking of control of the Property by Lender, shall not place responsibility for the control, care, management, construction or repair of the Property upon the Lender, or make the Lender responsible or liable for any negligence in management, operation, upkeep, repair, construction or control of the Property resulting in any loss or injury or death to any tenant, licensee, employee, invitee or stranger. Should the Lender incur or be threatened with any such liability, loss or damage under any Lease pursuant to or by reason of this Assignment or in the defense of any such claims or demands, the amount thereof, including all costs, expenses and reasonable attorney's fees, shall be deemed to be a part of the Obligations secured hereby and the Borrower shall reimburse the Lender therefor immediately upon demand.

4.7 Discontinuance of Proceedings. The Lender, at its sole option for any reason whatsoever, shall have the right to discontinue, at any time, any proceedings for enforcement of this Assignment, in which case the Lender and the Borrower shall be restored to their former positions and rights hereunder, and all rights, powers and remedies of the Lender shall continue as if no such proceeding had occurred or had been taken.

4.8 No Waiver. No waiver or delay in the exercise at any time of any provisions, conditions, rights or remedies conferred upon the Lender pursuant to this Assignment, or the granting of any indulgences with respect thereto by the Lender, shall be construed as a waiver of the future exercise of such provision or of any other rights or remedies conferred thereunder, nor shall a waiver or delay in the exercise of any provisions or remedies be construed as a right to a subsequent waiver of the same or any other provision or remedy.

4.9 Nature of Remedies. No right, power or remedy conferred upon or reserved to the Lender herein, in the Note, the Mortgage or any of the Loan Documents is exclusive of any other right, power or remedy. Each right, power and remedy is cumulative and concurrent; shall be in addition to any other right, power and remedy available thereunder or now or hereafter existing at law, in equity or by statute and may be pursued separately, successively or concurrently at the option of the Lender.

4.10 Termination of Assignment. At such time as all of the Obligations of the Borrower to the Lender have been fully paid, performed, observed and discharged, the Lender, upon request from the Borrower, agrees to and shall execute and deliver to the Borrower such instrument as the Borrower may reasonably require for the purpose of terminating or canceling this Assignment or reassigning the Leases, rents and profits which are the subject hereof unto the Borrower. The parties further agree that satisfaction and cancellation of record of the Mortgage shall automatically terminate and cancel this Assignment without the necessity of any further acts on the part of either party hereto.

5. MISCELLANEOUS.

5.1 Severability. Wherever possible, each provision of this Assignment shall be interpreted in such a manner as to be effective and valid under applicable law but unenforceability or invalidity for any reason of any provision of this Assignment shall be limited strictly to such provision and shall not limit or impair the operation, validity or enforceability of any other provision of this Assignment.

5.2 Relationship of Parties. It is hereby acknowledged by the Borrower and the Lender that the relationship between them created hereby is and shall remain that of debtor and creditor only, and is not intended to be and shall not in any way be construed to be that of a partnership, a joint venture or that of principal and agent. All rights and remedies conferred upon the Lender herein shall not be deemed to make the Lender a partner, a joint venturer, principal or agent of the Borrower, but rather shall be deemed to be solely for the purpose of better securing the Lender for the payment and performance of the Obligations.

5.3 Governing Law. This Assignment shall be governed and construed in accordance with the laws of the State of South Carolina, except to the extent that the laws of the State of Florida would control and the Borrower, by its execution hereof, agrees that any legal actions or proceedings for enforcement of this Assignment or otherwise pertaining to this Assignment shall be subject to the exclusive jurisdiction of and shall be brought in the Courts of the State of Florida, to which jurisdiction the Borrower, by its execution hereof, hereby irrevocably consents.

5.4 Binding Effect. This Assignment shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, successors and assigns; provided that the Borrower shall not be entitled to assign or otherwise transfer any of its rights or responsibilities hereunder without the prior written consent of the Lender as provided in the Loan Documents.

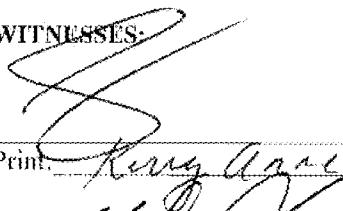
5.5 Captions. The headings and captions in this Assignment are included only as a matter of convenience and for reference and in no way define, limit, extend, or describe the scope of this Assignment or the intent of any other provision hereof.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, this Assignment of Leases, Rents and Profits has been duly executed by the parties hereto as of the date first written above.

WITNESSES:

Print:


Kerry Anne Schultz

Print:


MICHAEL CARR

BORROWER:


Mohammed Rahman
S FOOD MART SEVEN LLC, a Florida
limited liability company

By: Mohammed Rahman
Its: Manager

STATE OF FLORIDA
COUNTY OF SANTA ROSA

The foregoing instrument was acknowledged before me in my physical presence this 29 day of September, 2020, by Mohammed Rahman, the Manager of S Food Mart Seven LLC, a Florida limited liability company, and he (check one) is personally known to me, or produced a valid driver's license as identification.

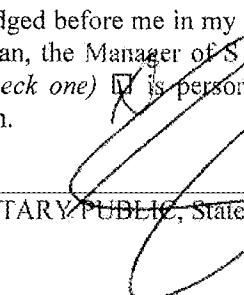

NOTARY PUBLIC, State of Florida



EXHIBIT "A"
Legal Description

(550 New Warrington Road) 342S301331001001

BEG AT SW COR LT 3 CLARK PLACE S/D PB 2 P 8 MONUMENT IN E R/W LI OF WARRINGTON RD (200 FT R/W) S 03 DEG 56 MIN W ALG R/W LI 51 33/100 FT TO POINT IN S R/W LI OF JACKSON ST (50 FT R/W) FOR POB CONT S 03 DEG 56 MIN W ALG R/W 237 73/100 FT S 85 DEG 53 MIN E 167 21/100 FT TO A POINT N 08 DEG 00 MIN 56 SEC E 98 68/100 FT N 18 DEG 40 MIN 48 SEC E 125 05/100 FT N 03 DEG 17 MIN 65 FT S R/W OF JACKSON ST S 80 DEG 51 MIN W ALG R/W LI 203 03/100 FT TO POB OR 3806 P 440 CA 176

AND

(4427 West Jackson Street) 342S301331002001

BEG SW COR OF LT 3 CLARK PLACE S/D PB 2 P 8 SD PT BEING IN E R/W LI OF WARRINGTON RD (200 FT R/W) S 3 DEG 56 MIN W ALG SD R/W 289 06/100 FT TO PT ON E R/W OF WARRINGTON RD S 85 DEG 53 MIN E 167 21/100 FT FOR POB CONT S 85 DEG 53 SEC E 140 06/100 FT N 03 DEG 17 MIN W 303 66/100 FT TO S R/W LI OF JACKSON ST (50 FT R/W) S 80 DEG 51 MIN W 73 FT S 3 DEG 17 MIN E 65 FT S 18 DEG 40 MIN 48 SEC W 125 5/10 FT S 8 DEG 0 MIN 56 SEC W 98 68/100 FT TO POB PART OF LT 133 PLAT DB 128 P 575 OR 5778 P 110 CA 176

Recorded in Public Records 6/24/2021 11:41 AM OR Book 8560 Page 625,
Instrument #2021069940, Pam Childers Clerk of the Circuit Court Escambia
County, FL Recording \$27.00

Unique Code : 3AA-CACACB3CBE-EJFA-BCADD-CACBAGJEA-HC3HFG Page 3

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

PETITIONER
ESCAMBIA COUNTY FLORIDA,

CASE NO: CE20084364L
LOCATION: 550 N NEW WARRINGTON RD
PR#: 342S301331001001

VS.

S FOOD MART SEVEN , LLC
4781 NORTH 9TH AVE
PENSACOLA, FL 32503

RESPONDENT(S)

ORDER

This CAUSE having come before the Office of Environmental Enforcement Special Magistrate on the Petition of the Environmental Enforcement Officer for alleged violation of the ordinances of the County of Escambia, State of Florida, and the Special Magistrate having considered the evidence before him in the form of testimony by the Enforcement Officer and the Respondent(s) or representative thereof, *Mohammed*, *Kabir*, *Kawal Hossain*, as well as evidence submitted, and after consideration of the appropriate sections of the Escambia County Code of Ordinances, the Special Magistrate finds that a violation of the following Code of Ordinances has occurred and continues:

Sec. 42-196(a) Nuisance - (A) Nuisance

Sec. 42-196(b) Nuisance - (B) Trash and Debris

Sec. 42-196(d) Nuisance - (D) Overgrowth

Unsafe Structures - 30-203 (P) Eaves/soffits

THEREFORE, the Special Magistrate, being otherwise fully apprised, finds as follows:

It is hereby ORDERED that the **RESPONDENT(S)** shall have until **8/21/2021** to correct the violation(s) and to bring the violation into compliance.

Page 1 Of 3



Corrective action shall include:

Complete removal of all contributing nuisance conditions; trash, rubbish, overgrowth and legally dispose of, maintain clean conditions to avoid a repeat violation.

Obtain building permit and restore structure to current building codes or, obtain demolition permit and remove the structure(s), legally disposing of all debris.

Remove all refuse and dispose of legally and refrain from future littering

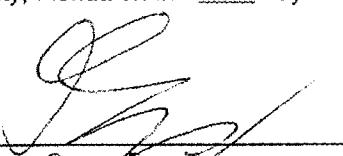
If Respondent(s) fail to fully correct the violation(s) within the time required, Respondent(s) will be assessed a fine of **\$30.00** per day, commencing **8/22/2021**. This fine shall continue until the violation(s) is/are abated and the violation(s) brought into compliance, or until as otherwise provided by law. **RESPONDENT IS REQUIRED**, immediately upon full correction of the violation(s), to contact the Escambia County Office of Environmental Enforcement in writing to request that the office immediately inspect the property to make an official determination of whether the violation(s) has/have been abated and brought into compliance. If the violation(s) is/are not abated within the specified time period, Escambia County may elect to undertake any necessary measures to abate the violation(s). These measures could include, but are not limited to, **DEMOLISHING NON-COMPLIANT STRUCTURES, LEGALLY DISPOSING OF ALL CONTRIBUTING CONDITIONS, AND TOWING OF DESCRIBED VEHICLE(S)**. To ensure the safety of Escambia County staff and RESPONDENT(S), Escambia County may request law enforcement supervisory assistance during any abatement procedure. The reasonable cost of such abatement will be assessed against **RESPONDENT(S)** and shall constitute a lien on the property. Pursuant to Escambia County Resolution R2017-132, costs in the amount of **\$235.00** are awarded in favor of Escambia County as the prevailing party against **RESPONDENT(S)**.

This fine shall be forwarded to the Board of County Commissioners of Escambia County. Under the authority of Sec. 162.09, Fla. Stat., as amended, and Sec. 30-35 of the Escambia County Code of Ordinances, as amended, the Board of County Commissioners will certify to the Special Magistrate all costs imposed pursuant to this order. All fees, fines, and costs owing hereunder shall constitute a lien upon **ALL REAL AND PERSONAL PROPERTY OWNED BY RESPONDENT(S)** including property involved herein, which lien can be enforced by foreclosure and as provided by law.

RESPONDENT(S) have the right to appeal the order(s) of the Special Magistrate to the Circuit Court of Escambia County. If RESPONDENT(S) wish(es) to appeal, RESPONDENT(S) must provide notice of such appeal in writing to both the Environmental Enforcement Division at 3363 West Park Place, Pensacola, Florida 32505, and the Escambia County Circuit Court, M.C. Blanchard Judicial Building, 190 Governmental Center, Pensacola, Florida 32501, no later than **30 days from the date of this order. Failure to timely file a Written Notice of Appeal will constitute a waiver of the right to appeal this order.**

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

DONE AND ORDERED in Escambia County, Florida on this 22nd day of June, 2021.



Gregory Farrar
Special Magistrate
Office of Environmental Enforcement