

APPLICATION FOR TAX DEED

Section 197.502, Florida Statutes

512
R. 12/16

Application Number: 2300264

To: Tax Collector of ESCAMBIA COUNTY, Florida

I,

TLOA OF FLORIDA LLC
TLOA OF FLORIDA LLC FOR SECURED PARTY
PO BOX 669488
DALLAS, TX 75266-9488,

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
13-1495-000	2021/6278	06-01-2021	ALL BLK 60 LESS OR 4547 P 80 LESS OR 4882 P 1014 - MANNA FOOD BANK BELMONT TRACT OR 6168 P 1629 OR 7030 P 1576 CA 78

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
TLOA OF FLORIDA LLC
TLOA OF FLORIDA LLC FOR SECURED PARTY
PO BOX 669488
DALLAS, TX 75266-9488

04-25-2023
Application Date

Applicant's signature

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: _____ Date of sale <u>11/01/2023</u> Signature, Clerk of Court or Designee	

INSTRUCTIONS

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.

ALL BLK 60 LESS OR 4547 P 80 LESS OR 4882 P 1014 - MANNA FOOD BANK BELMONT TRACT OR 6168 P 1629 OR 7030 P 1576 CA 78



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

1123.35

Part 1: Tax Deed Application Information

Applicant Name Applicant Address	TLOA OF FLORIDA LLC TLOA OF FLORIDA LLC FOR SECURED PARTY PO BOX 669488 DALLAS, TX 75266-9488	Application date	Apr 25, 2023
Property description	JTP HOLDINGS OF PENSACOLA II LLC 105 E GREGORY SQUARE STE A PENSACOLA, FL 32502 114 E GONZALEZ ST 13-1495-000 ALL BLK 60 LESS OR 4547 P 80 LESS OR 4882 P 1014 - MANNA FOOD BANK BELMONT TRACT OR 6168 P 1629 OR 7 (Full legal attached.)	Certificate #	2021 / 6278
		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)
# 2021/6278	06/01/2021	3,417.11	170.86	3,587.97
→ Part 2: Total*				3,587.97

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)
# 2022/6814	06/01/2022	3,475.72	6.25	173.79	3,655.76
Part 3: Total*					3,655.76

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)	7,243.73
2. Delinquent taxes paid by the applicant	0.00
3. Current taxes paid by the applicant	3,345.89
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)	10,964.62

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: Jennifer N. Cassidy
Signature, Tax Collector or Designee

Escambia, Florida

Date May 5th, 2023

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

+ \$6.25



Chris Jones Escambia County Property Appraiser

Real Estate Search

Tangible Property Search

Sale List

← Nav. Mode ☒ Account ☐ Parcel ID →

Printer Friendly Version

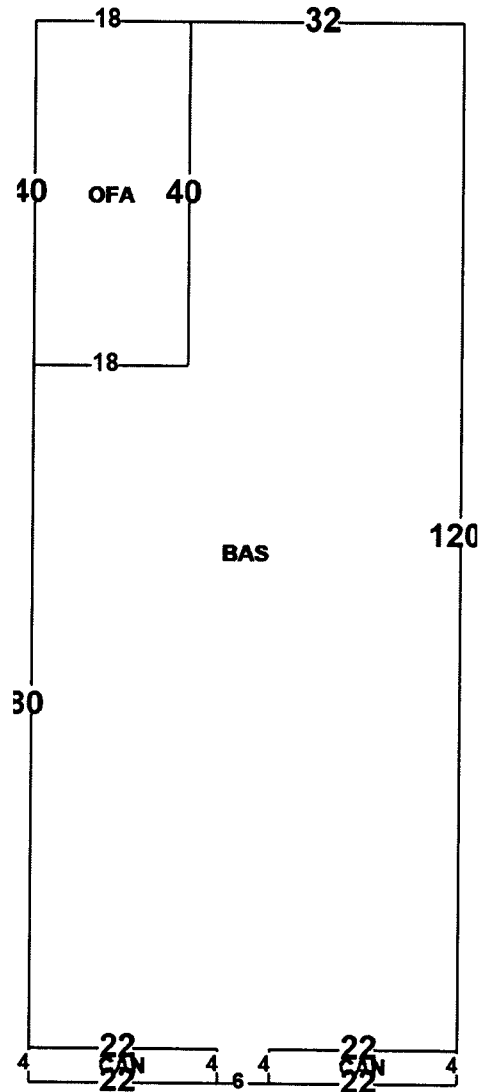
General Information		Assessments				
Parcel ID:	0005009010001060	Year	Land	Imprv	Total	Cap Val
Account:	131495000	2022	\$80,014	\$90,678	\$170,692	\$170,692
Owners:	JTP HOLDINGS OF PENSACOLA II LLC	2021	\$80,014	\$81,046	\$161,060	\$161,060
Mail:	105 E GREGORY SQUARE STE A PENSACOLA, FL 32502	2020	\$80,014	\$81,046	\$161,060	\$161,060
Situs:	114 E GONZALEZ ST 32501	Disclaimer				
Use Code:	WAREHOUSE, DISTRIBUT	Tax Estimator				
Taxing Authority:	PENSACOLA CITY LIMITS	Enter Income & Expense Survey				
Tax Inquiry:	Open Tax Inquiry Window	Download Income & Expense Survey				
Tax Inquiry link courtesy of Scott Lunsford Escambia County Tax Collector						

Sales Data						2022 Certified Roll Exemptions	
Sale Date	Book	Page	Value	Type	Official Records (New Window)	None	
05/23/2013	7030	1576	\$100	OT		Legal Description ALL BLK 60 LESS OR 4547 P 80 LESS OR 4882 P 1014 - MANNA FOOD BANK BELMONT TRACT OR 6168 P 1629 OR 7030 P 1576 CA...	
06/2007	6168	1629	\$268,000	WD			
08/1985	2105	132	\$275,000	WD			
02/1984	1880	4	\$100,000	CT			
01/1976	986	631	\$100	WD			
Official Records Inquiry courtesy of Pam Childers Escambia County Clerk of the Circuit Court and Comptroller						Extra Features	
						ASPHALT PAVEMENT	

Parcel Information		Launch Interactive Map	
Section Map Id: CA078			
Approx. Acreage: 0.3867			
Zoned: C-3			
Evacuation & Flood Information Open Report		View Florida Department of Environmental Protection (DEP) Data	

Address: 114 E GONZALEZ ST, Year Built: 1976, Effective Year: 1976, PA Building ID#: 18004

DECOR/MILLWORK-AVERAGE
DWELLING UNITS-0
EXTERIOR WALL-METAL-MODULAR
FLOOR COVER-CONCRETE-FINISH
FOUNDATION-SLAB ON GRADE
HEAT/AIR-CENTRAL H/AC
INTERIOR WALL-DRYWALL-PLASTER
NO. PLUMBING FIXTURES-4
NO. STORIES-1
ROOF COVER-METAL/MODULAR
ROOF FRAMING-STEEL TRUSS/FRM
STORY HEIGHT-10
STRUCTURAL FRAME-RIGID FRAME



 Areas - 6200 Total SF

BASE AREA - 5304

CANOPY - 176

OFFICE AVG - 720

Images



7/28/2022 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:05/08/2023 (tc.18105)

Pam Childers
CLERK OF THE CIRCUIT COURT
ESCAMBIA COUNTY FLORIDA
INST# 2023037331 5/10/2023 4:22 PM
OFF REC BK: 8975 PG: 723 Doc Type: TDN

NOTICE OF APPLICATION FOR TAX DEED

NOTICE IS HEREBY GIVEN, That **TLOA OF FLORIDA LLC** holder of **Tax Certificate No. 06278**, 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:

**ALL BLK 60 LESS OR 4547 P 80 LESS OR 4882 P 1014 - MANNA FOOD BANK BELMONT TRACT
OR 6168 P 1629 OR 7030 P 1576 CA 78**

SECTION 00, TOWNSHIP 0 S, RANGE 00 W

TAX ACCOUNT NUMBER 131495000 (1123-35)

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

JTP HOLDINGS OF PENSACOLA II 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 November, which is the **1st day of November 2023**.

Dated this 10th 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



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 #: 13-1495-000 CERTIFICATE #: 2021-6278

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: August 2, 2003 to and including August 2, 2023 Abstractor: Vicki Campbell

BY

Michael A. Campbell,
As President
Dated: August 3, 2023

PROPERTY INFORMATION REPORT
CONTINUATION PAGE

August 3, 2023

Tax Account #: **13-1495-000**

1. The Grantee(s) of the last deed(s) of record is/are: **JTP HOLDINGS OF PENSACOLA II, LLC, A FLORIDA LIMITED LIABILITY COMPANY FKA JTP HOLDINGS LLC, A FLORIDA LIMITED LIABILITY COMPANY**

By Virtue of Warranty Deed recorded 6/22/2007 in OR 6168/1629 and Name Affidavit recorded 06/13/2013 - OR 7030/1576

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 Bank of Pensacola recorded 11/12/2015 – OR 7435/505 together with Assignment of Leases and Rents recorded 11/12/2015 – OR 7435/520; UCC Financing Statement recorded 11/12/2015 – OR 7435/526 and Cross Collateral Agreement recorded 11/12/2015 – OR 7435/530 and Modification recorded 11/28/2018 – OR 8005/120**
 - b. **Lien in favor of City of Pensacola recorded 12/10/2015 – OR 7447/1702**
 - c. **Lien in favor of City of Pensacola recorded 04/28/2016 – OR 7515/683**

4. Taxes:

Taxes for the year(s) 2020-2022 are delinquent.

Tax Account #: 13-1495-000

Assessed Value: \$170,692.00

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:	<u>NOV 1, 2023</u>
TAX ACCOUNT #:	<u>13-1495-000</u>
CERTIFICATE #:	<u>2021-6278</u>

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 <u>2022</u> tax year.

JTP HOLDINGS OF PENSACOLA II LLC
105 E GREGORY SQUARE STE A
PENSACOLA, FL 32502

JTP HOLDINGS OF PENSACOLA II LLC
114 E GONZALEZ ST
PENSACOLA, FL 32501

JTP HOLDINGS OF PENSACOLA II LLC
3014 E CERVANTES ST
PENSACOLA, FL 32503

BANK OF PENSACOLA
500 SOUTH PALAFOX ST SUITE 11
PENSACOLA, FL 32502

Certified and delivered to Escambia County Tax Collector, this 3rd day of August, 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

August 3, 2023

Tax Account #:13-1495-000

LEGAL DESCRIPTION EXHIBIT "A"

**ALL BLK 60 LESS OR 4547 P 80 LESS OR 4882 P 1014 - MANNA FOOD BANK BELMONT TRACT
OR 6168 P 1629 OR 7030 P 1576 CA 78**

SECTION 00, TOWNSHIP 0 S, RANGE 00 W

TAX ACCOUNT NUMBER 13-1495-000(1123-35)

Prepared by and return to:

Daniel R. Lozier
Attorney at Law
Lozier, Thames & Frazier, P.A.
24 West Chase Street
Pensacola, FL 32502
850-469-0202
File Number: HAL768.25

Parcel Identification No. 000S00-9010-001-060

[Space Above This Line For Recording Data]

Warranty Deed

(STATUTORY FORM - SECTION 689.02, F.S.)

This Indenture made this 20th day of June, 2007 between Warehouse Technology Partners, Ltd., also known as Warehouse Technology Partners, a Florida limited partnership whose post office address is P. O. Box 12684, Pensacola, FL 32591 of the County of Escambia, State of Florida, grantor*, and JTP Holdings LLC, a Florida limited liability company whose post office address is 1306 East Cervantes Street, Suite C, Pensacola, FL 32501 of the County of Escambia, State of Florida, grantee*,

Witnesseth that said grantor, for and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable considerations to said grantor in hand paid by said grantee, the receipt whereof 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:

All of Block 60, Belmont Tract, in the City of Pensacola, Escambia County, Florida, according to the map of the said City copyrighted by Thomas C. Watson in 1906.

LESS AND EXCEPT therefrom that portion thereof previously conveyed to Swan House Special Events, Inc., by Deed recorded in O.R. Book 4547, Page 80, being more particularly described as follows:

A portion of Lots 4, 5, 6, 7, 8, 9 and 10, Block 60, Belmont Tract, City of Pensacola, Escambia County, Florida, according to the Map of said City copyrighted by Thomas C. Watson in 1906, more particularly described as follows: Begin at the most Northwesterly corner of said Lot 10, also being the intersection of the South right-of-way line of Brainerd Street (50 foot Right of Way) and the East right-of-way line of Guillemard Street (50 foot Right of Way); thence Easterly along the said South right-of-way line for a distance of 99.00 feet; thence Southerly deflecting 89 degrees 51 minutes 10 seconds to the right for a distance of 173.28 feet; thence Westerly deflecting 90 degrees 08 minutes 50 seconds to the right for a distance of 22.60 feet; thence Southerly deflecting 90 degrees 08 minutes 40 seconds to the left for a distance of 16.72 feet; thence Westerly deflecting 90 degrees 08 minutes 40 seconds to the right for a distance of 76.41 feet to the East right-of-way line of said Guillemard Street; thence Northerly deflecting 89 degrees 51 minutes 20 seconds to the right along the said East right-of-way line for a distance of 190.00 feet to the Point of Beginning.

ALSO LESS AND EXCEPT therefrom that portion thereof conveyed to Manna Food Bank, Inc. by Deed recorded in O.R. Book 4882, Page 1014, being more particularly described as follows:

Commencing at the Northwest corner of Block 60, Belmont Tract, in the City of Pensacola, Escambia County, Florida, according to the map of said City as copyrighted by Thomas C. Watson in 1906; thence go North 80 degrees 00 minutes 00 seconds East along the Southerly right of way line of Brainerd Street (50 foot Right of Way) a distance of 99.34 feet to the point of beginning; thence continue North 80 degrees 00 minutes 00 seconds East along the Southerly right of way line a distance of 213.95 feet; thence departing said right of way line go South 15 degrees 20 minutes 45 seconds West a distance of 331.95 feet to the Northerly right of way line of Gonzalez Street (50 foot Right of Way); thence go South 80 degrees 00 minutes 00 seconds West along said Northerly right of way line a distance of 33.94 feet; thence departing said right of way line go North 10 degrees 34

DoubleTime®

minutes 23 seconds West a distance of 142.41 feet; thence go South 82 degrees 11 minutes 23 seconds West a distance of 36.31 feet to the East line of the West 99.34 feet of the North 16.42 feet of Lot 5, Block 60, of the aforesaid Belmont Tract; thence go North 10 degrees 00 minutes 00 seconds West along the East line of the West 99.34 feet of the North 16.42 feet of said Lot 5, Block 60, and the West 99.34 feet of Lots 6, 7, 8, 9 and 10, Block 60, of the aforesaid Belmont Tract a distance of 156.20 feet to the point of beginning. The above described parcel of land is situated in a portion of Sections 19 and 23, Township 2 South, Range 30 West, Escambia County, Florida.

And

Commencing at the Northwest corner of Block 60, Belmont Tract, in the City of Pensacola, Escambia County, Florida, according to the map of said City as copyrighted by Thomas C. Watson in 1906; thence go North 80 degrees 00 minutes 00 seconds East along the Southerly right of way line of Brainerd Street (50 foot Right of Way) a distance of 99.34 feet; thence continue North 80 degrees 00 minutes 00 seconds East along the said right of way line a distance of 213.95 feet to the point of beginning; thence continue North 80 degrees 00 minutes 00 seconds East along said right of way line a distance of 16.71 feet to the Northeast corner of the aforesaid Block 60; thence go South 10 degrees 00 minutes 00 seconds East along the Westerly right of way line of Tarragona Street (100 foot Right of Way) a distance of 300.00 feet to the Southeast corner of the aforesaid Block 60; thence go South 80 degrees 00 minutes 00 seconds West along the Northerly right of way line of Gonzalez Street (50 foot Right of Way) a distance of 158.81 feet; thence go North 15 degrees 20 minutes 45 seconds East a distance of 331.95 feet to the point of beginning. The above described parcel of land is situated in a portion of Section 19, Township 2 South, Range 30 West, Escambia County, Florida.

and said grantor does hereby fully warrant the title to said land, and will defend the same against lawful claims of all persons whomsoever.

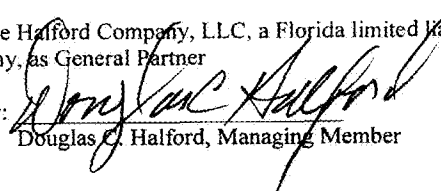
* "Grantor" and "Grantee" are used for singular or plural, as context requires.

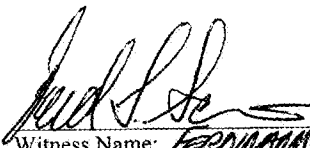
In Witness Whereof, grantor has hereunto set grantor's hand and seal the day and year first above written.

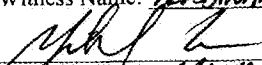
Signed, sealed and delivered in our presence:

Warehouse Technology Partners, Ltd., a Florida limited partnership

By: The Halford Company, LLC, a Florida limited liability company, as General Partner

By: 
Douglas C. Halford, Managing Member


Witness Name: FERDINAND L. JACKSON

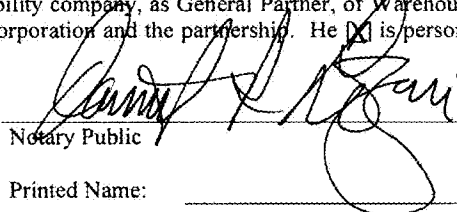

Witness Name: MICHAEL CARRO

(Corporate Seal)

State of Florida
County of Escambia

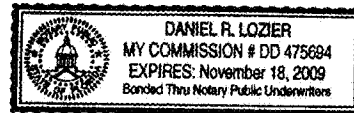
The foregoing instrument was acknowledged before me this 20th day of June, 2007 by Douglas C. Halford, Managing Member of The Halford Company, LLC, a Florida limited liability company, as General Partner, of Warehouse Technology Partners, Ltd., a Florida limited partnership on behalf of the corporation and the partnership. He ☒ is personally known to me or ☐ has produced a driver's license as identification.

[Notary Seal]


Notary Public

Printed Name: _____

My Commission Expires: _____



NAME AFFIDAVIT

STATE OF FLORIDA
COUNTY OF ESCAMBIA

BEFORE ME, the undersigned authority, personally appeared John T. Pharr, Jr., Manager/Member of JTP Holdings of Pensacola II, LLC, a Florida limited liability company f/k/a JTP Holdings LLC, a Florida limited liability company, who being by me duly sworn on oath, deposes and says:

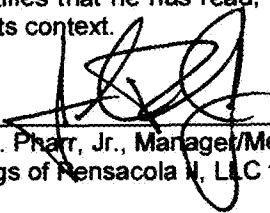
1. That JTP Holdings of Pensacola II, LLC, a Florida limited liability company f/k/a JTP Holdings LLC, a Florida limited liability company, is the owner of the following described property:

See attached Exhibit "A" for legal description

2. That certified copies of the Articles of Organization and the Articles of Amendment changing the name of the Company to JTP Holdings of Pensacola II, LLC are respectively attached hereto as Exhibits "B" and "C".

3. This Affidavit is made for the purpose of inducing Beach Community Bank ("Lender") to accept the mortgage loan being given on the above described property and inducing Westcor Land Title Insurance Company to authorize Carver, Darden, Koretzky, Tessier, Finn Blossman & Areaux, LLC, hereinafter "Policy Issuing Agent", to issue Westcor Land Title Insurance Company Policies of Title Insurance insuring the lien of said mortgage.

4. Affiant further states that he is familiar with the nature of an oath; and with the penalties as provided by the laws of the State aforesaid for falsely swearing to statements made in an instrument of this nature. Affiant further certifies that he has read, or has heard read to him, the full facts of this affidavit, and understands its context.


John T. Pharr, Jr., Manager/Member of JTP
Holdings of Pensacola II, LLC f/k/a JTP Holdings
LLC

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 23rd day of May, 2013, by John T. Pharr, Jr., manager/member of JTP Holdings of Pensacola II, LLC, a Florida limited liability company f/k/a JTP Holdings LLC, a Florida limited liability company, on behalf of said company, who is personally known to me or who has produced a valid driver's license as identification.



Matthew C. Hoffman
Notary Public
State of Florida
My Commission Expires 10/05/2015
Commission No. EE 126900

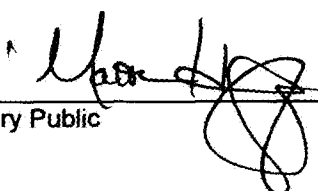

Notary Public

Exhibit "A"

All of Block 60, Belmont Tract, in the City of Pensacola, Escambia County, Florida, according to the map of the said City copyrighted by Thomas C. Watson in 1906.

Less and Except therefrom that portion thereof previously conveyed to Swan House Special Events, Inc., by Deed recorded in Official Records Book 4547, Page 80, being more particularly described as follows:

A portion of Lots 4, 5, 6, 7, 8, 9 and 10, Block 60, Belmont Tract, City of Pensacola, Escambia County, Florida, according to the Map of said City copyrighted by Thomas C. Watson in 1906, more particularly described as follows: Begin at the most Northwesterly corner of said Lot 10, also being the intersection of the South right-of-way line of Brainerd Street (50 foot right of way) and the East right-of-way line of Guillemard Street (50 foot right of way); thence Easterly along the said South right-of-way line for a distance of 99.00 feet; thence Southerly deflecting 89 degrees 51 minutes 10 seconds to the right for a distance of 173.28 feet; thence Westerly deflecting 90 degrees 08 minutes 50 seconds to the right for a distance of 22.60 feet; thence Southerly deflecting 90 degrees 08 minutes 40 seconds to the left for a distance of 16.72 feet; thence Westerly deflecting 90 degrees 08 minutes 40 seconds to the right for a distance of 76.41 feet to the East right-of-way line of said Guillemard Street; thence Northerly deflecting 89 degrees 51 minutes 20 seconds to the right along the said East right-of-way line for a distance of 190.00 feet to the Point of Beginning.

Also Less and Except therefrom that portion thereof conveyed to Manna Food Bank, Inc. by Deed recorded in Official Records Book 4882, Page 1014, being more particularly described as follows: Commencing at the Northwest corner of Block 60, Belmont Tract, in the City of Pensacola, Escambia County, Florida, according to the map of said City as copyrighted by Thomas C. Watson in 1906; thence go North 80 degrees 00 minutes 00 seconds East along the Southerly right of way line of Brainerd Street (50 foot right of way) a distance of 99.34 feet to the Point of Beginning; thence continue North 80 degrees 00 minutes 00 seconds East along the Southerly right of way line a distance of 213.95 feet; thence departing said right of way line go South 15 degrees 20 minutes 45 seconds West a distance of 331.95 feet to the Northerly right of way line of Gonzalez Street (50 foot right of way); thence go South 80 degrees 00 minutes 00 seconds West along said Northerly right of way line a distance of 33.94 feet; thence departing said right of way line go North 10 degrees 34 minutes 23 seconds West a distance of 142.41 feet; thence go South 82 degrees 11 minutes 23 seconds West a distance of 36.31 feet to the East line of the West 99.34 feet of the North 16.42 feet of Lot 5, Block 60, of the aforesaid Belmont Tract; thence go North 10 degrees 00 minutes 00 seconds West along the East line of the West 99.34 feet of the North 16.42 feet of said Lot 5, Block 60, and the West 99.34 feet of Lots 6, 7, 8, 9 and 10, Block 60, of the aforesaid Belmont Tract a distance of 156.20 feet to the Point of Beginning. The above described parcel of land is situated in a portion of Sections 19 and 23, Township 2 South, Range 30 West, Escambia County, Florida.

And

Commencing at the Northwest corner of Block 60, Belmont Tract, in the City of Pensacola, Escambia County, Florida, according to the map of said City as copyrighted by Thomas C. Watson in 1906; thence go North 80 degrees 00 minutes 00 seconds East along the Southerly right of way line of Brainerd Street (50 foot right of way) a distance of 99.34 feet; thence continue North 80 degrees 00 minutes 00 seconds East along the said right of way line a distance of 213.95 feet to the Point of Beginning; thence continue North 80 degrees 00 minutes 00 seconds East along said right of way line a distance of 16.71 feet to the Northeast corner of the aforesaid Block 60; thence go South 10 degrees 00 minutes 00 seconds East along the Westerly right of way line of Tarragona Street (100 foot right of way) a distance of 300.00 feet to the Southeast corner of the aforesaid Block 60; thence go South 80 degrees 00 minutes 00 seconds West along the Northerly right of way line of Gonzalez Street (50 foot right of way) a distance of 158.81 feet; thence go North 15 degrees 20 minutes 45 seconds East a distance of 331.95 feet to the Point of Beginning. The above described parcel of land is situated in a portion of Section 19, Township 2 South, Range 30 West, Escambia County, Florida.

State of Florida



Department of State

I certify the attached is a true and correct copy of Articles of Organization, as amended to date, of JTP HOLDINGS OF PENSACOLA II, LLC, a limited liability company, organized under the laws of the State of Florida, as shown by the records of this office.

The document number of this company is L07000050586.

Given under my hand and the
Great Seal of the State of Florida
at Tallahassee, the Capital, this the
Eleventh day of June, 2013



CR2EO22 (1-11)

Ken Detjen
Ken Detjen
Secretary of State

**Electronic Articles of Organization
For
Florida Limited Liability Company**

L07000050586
FILED 8:00 AM
May 10, 2007
Sec. Of State
rhunt

Article I

The name of the Limited Liability Company is:

JTP HOLDINGS LLC

Article II

The street address of the principal office of the Limited Liability Company is:

1306 EAST CERVANTES STREET
SUITE C
PENSACOLA, FL. US 32501

The mailing address of the Limited Liability Company is:

1306 EAST CERVANTES STREET
SUITE C
PENSACOLA, FL. US 32501

Article III

The purpose for which this Limited Liability Company is organized is:

ANY AND ALL LAWFUL BUSINESS.

Article IV

The name and Florida street address of the registered agent is:

JOHN PHARR CERTIFIED PUBLIC ACCOUNTANT
1306 EAST CERVANTES STREET
SUITE F
PENSACOLA, FL. 32501

Having been named as registered agent and to accept service of process for the above stated limited liability company at the place designated in this certificate, I hereby accept the appointment as registered agent and agree to act in this capacity. I further agree to comply with the provisions of all statutes relating to the proper and complete performance of my duties, and I am familiar with and accept the obligations of my position as registered agent.

Registered Agent Signature: JOHN PHARR

Article V

The name and address of managing members/managers are:

Title: MGRM
JOHN T PHARR JR
1306 EAST CERVANTES STREET F
PENSACOLA, FL. 32501 US

L07000050586
FILED 8:00 AM
May 10, 2007
Sec. Of State
rhunt

Signature of member or an authorized representative of a member

Signature: JOHN PHARR

ARTICLES OF AMENDMENT
TO
ARTICLES OF ORGANIZATION
OF

JTP HOLDINGS LLC

(Name of the Limited Liability Company as it now appears on our records.)
(A Florida Limited Liability Company)

The Articles of Organization for this Limited Liability Company were filed on 05/10/2007 and assigned
Florida document number L07000050586.

This amendment is submitted to amend the following:

A. If amending name, enter the new name of the limited liability company here:

JTP HOLDINGS OF PENSACOLA II, LLC

The new name must be distinguishable and end with the words "Limited Liability Company," the designation "LLC" or the abbreviation "LLC."

Enter new principal offices address, if applicable:

(Principal office address MUST BE A STREET ADDRESS)

3014 E. Cervantes Street

Pensacola, FL 32503

Enter new mailing address, if applicable:

(Mailing address MAY BE A POST OFFICE BOX)

3014 E. Cervantes Street

Pensacola, FL 32503

B. If amending the registered agent and/or registered office address on our records, enter the name of the new registered agent and/or the new registered office address here:

Name of New Registered Agent:

New Registered Office Address:

3014 E. Cervantes Street

Enter Florida street address

Pensacola, Florida 32503

City

Zip Code

New Registered Agent's Signature. If changing Registered Agent:

I hereby accept the appointment as registered agent and agree to act in this capacity. I further agree to comply with the provisions of all statutes relative to the proper and complete performance of my duties, and I am familiar with and accept the obligations of my position as registered agent as provided for in Chapter 608, F.S. Or, if this document is being filed to merely reflect a change in the registered office address, I hereby confirm that the limited liability company has been notified in writing of this change.

If Changing Registered Agent, Signature of New Registered Agent

FILED
13 APR 25 PM 2:50
TALLAHASSEE, FLORIDA
SECRETARY OF STATE

If amending the Managers or Managing Members on our records, enter the title, name, and address of each Manager or Managing Member being added or removed from our records:

MGR = Manager

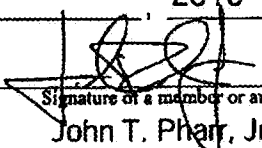
MGRM = Managing Member

<u>Title</u>	<u>Name</u>	<u>Address</u>	<u>Type of Action</u>
MGRM	John T. Pharr, Jr.	3014 E. Cervantes Street	☒ Add
		Pensacola, FL 32503	☐ Remove
MGRM	John T. Pharr, Jr.	1306 East Cervantes Street F	☐ Add
		Pensacola, FL 32501	☒ Remove
			☐ Add
			☐ Remove
			☐ Add
			☐ Remove
			☐ Add
			☐ Remove
			☐ Add
			☐ Remove

D. If amending any other information, enter change(s) here: *(Attach additional sheets, if necessary.)*

Dated April 25

2013


Signature of a member or authorized representative of a member

John T. Pharr, Jr., Managing Member

Typed or printed name of signee

Page 3 of 3

Filing Fee: \$25.00

THIS INSTRUMENT WAS PREPARED BY
MATTHEW C. HOFFMAN, ESQ. OF
CARVER DARDEN KORETZKY TESSIER
FINN BLOSSMAN & AREAUX, LLC
801 WEST ROMANA STREET, SUITE A
PENSACOLA, FLORIDA 32502
File No. 4677.42984

MORTGAGE AND SECURITY AGREEMENT

THIS MORTGAGE AND SECURITY AGREEMENT ("Mortgage") is made and delivered this 10th day of November 2015, between **JTP HOLDINGS OF PENSACOLA II, LLC**, a Florida limited liability company f/k/a JTP Holdings LLC ("Mortgagor"), having a mailing address of 3014 East Cervantes Street, Suite A, Pensacola, FL 32503, and **BANK OF PENSACOLA**, a Florida banking corporation ("Lender"), having a mailing address of 500 South Palafox Street, Suite 100, Pensacola, FL 32502.

WITNESSETH:

WHEREAS, Mortgagor is indebted to Lender in the original principal sum of **TWO HUNDRED EIGHT THOUSAND and 00/100 DOLLARS (\$208,000.00)** together with interest thereon, as evidenced by that certain Promissory Note of even date herewith, in the original principal amount of \$208,000.00, executed by Mortgagor and delivered to Lender, (such Promissory Note, together with any and all renewals, extensions, modifications, restatements, substitutions and replacements thereof being hereinafter collectively called the "Note"); and

WHEREAS, Mortgagor has executed the Note, and other documents relating or pertaining to the Note and any other Indebtedness (as defined *infra*), obligations or liabilities owed to Lender, including without limitation, all promissory notes, credit agreements, environmental agreements, guaranties, security agreements, mortgages, collateral mortgages, deeds of trust, and all other instruments, Hedge Agreements (defined below) and all confirmations relating thereto, and all other agreements and documents, whether now or hereafter existing, executed in connection with the Note and other Indebtedness, all as amended, renewed and replaced (hereinafter collectively the "Loan Documents"); and

WHEREAS, Mortgagor hereby grants this Mortgage to secure any and all present and future loans, advances, and/or other extensions of credit obtained and/or to be obtained by Mortgagor from Lender, as well as Lender's successors and assigns, from time to time, one or more times, now and in the future, and any and all promissory notes evidencing such present and/or future loans, advances, and/or other extensions of credit, including without limitation, the Note and any and all Future Advances (as defined in Section 1.02) that Lender may make on behalf of Mortgagor as provided in this Mortgage, and any covenants and agreements set forth in the Loan Documents, together with interest thereon, plus any Hedge Agreements (hereinafter collectively the "Indebtedness"). For purposes of this Mortgage, a Hedge Agreement shall mean all obligations incurred by any Mortgagor under any agreement between said Mortgagor and Lender or any affiliate of Lender, including but not limited to an ISDA Master Agreement, whether now existing or hereafter entered into, which provides for an interest rate, currency, equity, credit or commodity swap, cap, floor or collar, spot or foreign currency exchange transaction, cross currency rate swap, currency option, any combination of, or option with respect to, any of the foregoing or similar transactions for the purpose of hedging the Mortgagor's exposure to fluctuations in interest rates, exchange rates, currency, stock, portfolio or loan valuations or commodity prices.

ARTICLE ONE GRANTS OF SECURITY

Section 1.01 To secure the Note and the Indebtedness, Mortgagor does by these presents specifically mortgage, hypothecate, pledge and assign unto Lender, its successors and assigns, any and all of Mortgagor's present and future rights, title and interest in and to the following described property:

- (a) The land located in the County of Escambia, State of Florida,
as more specifically described in **Exhibit "A"**,

together with all mineral, oil and gas rights appurtenant to said land, and all shrubbery, trees and crops now growing or hereafter grown upon said land (collectively the "Land"); and

(b) **TOGETHER WITH** all buildings, structures, roads, drives, parking lots, sewerage and utility lines and all other improvements now or hereafter located on said Land and all fixtures, contract rights and general intangibles (as such terms are defined in the UCC under Florida law) now or hereafter located on or used in the development or operation of, the Land, including but not limited to: (i) all property and equipment affixed to the Land, which, to the fullest extent permitted by law, shall be deemed fixtures and a part of the Land, (ii) any and all rights and benefits of Mortgagor relating to the Land, including, but not limited to, construction contracts, architect contracts, service contracts, advertising contracts, purchase orders, general intangibles, permits, licenses, actions and right of action, deposits by or with Mortgagor, prepaid expenses, permits, licenses, interests, estates or other claims, insurance proceeds, and prepaid insurance premiums, and (iii) all right title and interest of the Mortgagor in all trade names hereinafter used in connection with the Land (hereinafter collectively the "Improvements"); and

(c) **TOGETHER WITH** all easements, rights-of-way, gores of land, streets, ways, alleys, passages, sewer rights, water courses, water rights and powers, and all appurtenances whatsoever, in any way belonging, relating or appertaining to any of the mortgaged property described in Sections (a) and (b) hereof, or which hereafter shall in any way belong, relate or be appurtenant thereto, whether now owned or hereafter acquired by the Mortgagor; and

(d) **TOGETHER WITH** any and all present and future leases or subleases affecting the property described in Sections (a), (b) and (c) above, and all rents, income, and profits therefrom, including without limitation, any and all rents, income, profits, bonuses, revenues, royalties, cash or security deposits, advance rentals and other payments, and further including Mortgagor's rights to enforce all present and future leases or subleases and to receive and enforce any rights that Mortgagor might have to collect rental and all other payments; and

(e) **TOGETHER WITH** any and all present and future deposits or other security or advance payments, including rental payments, made by or on behalf of Mortgagor to others, with respect to (i) utility service regarding the property described in Sections (a), (b), (c) and (d) above, (ii) cleaning, maintenance, repair, or similar services regarding the property described in Sections (a), (b), (c) and (d) above, (iii) refuse, removal or sewer service regarding the property described in Sections (a), (b), (c) and (d) above, and (iv) parking or similar services or rights regarding the property described in Sections (a), (b), (c) and (d) above; and

(f) **TOGETHER WITH** any and all present and future options to sell or to lease the property described in Sections (a), (b), (c), (d) and (e) above, or any interests therein; and

(g) **TOGETHER WITH** any and all of Mortgagor's present and future contract rights, instruments, documents, and general intangibles necessary for use or useful in connection with the ownership and operation of all or any part of the property described in Sections (a), (b), (c), (d), (e) and (f) above, whether now existing or hereafter created, or otherwise acquired by Mortgagor, and all liens, security interests, guaranties, remedies, privileges and other rights pertaining thereto, and all rights and remedies of any kind forming the subject matter thereof, and

(h) **TOGETHER WITH** any and all proceeds derived or to be derived from the sale, transfer, conveyance, insurance loss, damage, destruction, condemnation, expropriation, or other taking of the property described in Sections (a), (b), (c), (d), (e), (f) and (g) above, or any other proceeds and proceeds of proceeds, and any unearned insurance premiums relating thereto, including the rights of Mortgagor to receive such proceeds directly from the obligor or obligors therefore, and to further enforce any rights that Mortgagor may have to collect such proceeds, including without limitation, Mortgagor's rights to commence an appropriate collection or enforcement action or actions incident thereto; and

All of the property described in Sections (a), (b), (c), (d), (e), (f), (g) and (h) above, and each item of mortgaged property described therein, is herein referred to as the "Mortgaged Property."

TO HAVE AND TO HOLD the Mortgaged Property and all parts thereof unto Lender, its successors and assigns forever, subject, however, to the terms and conditions set forth in this Mortgage.

Section 1.02 **Future Advances.** This Mortgage is given to secure not only the Note and existing indebtedness, but also all future advances, whether such advances are obligatory or are made at the option of the Lender, or otherwise, as are made within twenty 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, provided that such future advances are evidenced by an instrument or other writing which makes specific reference to this Mortgage as securing the payment thereof ("Future Advances"). The total amount of indebtedness that may be so secured may decrease or increase from time to time, but the total unpaid balance so secured at one time shall not exceed \$750,000.00 plus interest thereon, and any disbursements made for the payment of taxes, levies or insurance on the Mortgaged Property, plus interest thereon.

Section 1.03 **After-Acquired Property.** The lien of this Mortgage will automatically attach, without further act, to all after acquired property of whatever kind located in or on, or attached to, or used or intended to be used in connection with or in the operation of the Mortgaged Property.

Section 1.04 **Security Agreement.** This Mortgage shall constitute a security agreement under the Uniform Commercial Code effective in the State of Florida, and Mortgagor hereby grants Lender a security interest in the Mortgaged Property, and in any assets or property used in connection with the maintenance or operation thereof. Mortgagor authorizes Lender to file one or more financing statements, continuations or amendments collectively (the "Financing Statements") describing the Mortgaged Property. Any such Financing Statement may be filed without Mortgagor's signature.

ARTICLE TWO REPRESENTATIONS, WARRANTIES AND COVENANTS

The Mortgagor covenants and agrees with the Lender as follows:

Section 2.01 **Performance of Obligations.** The Mortgagor shall perform, observe and comply with all provisions hereof, and any and all terms and conditions of the Note, and will promptly pay to the Lender the principal, interest and other amounts due under the Note and all other sums required to be paid on the Indebtedness by the Mortgagor under the Loan Documents, as applicable.

Section 2.02 **General Representations, Covenants and Warranties.** The Mortgagor represents, covenants and warrants that as of the date hereof and at all times thereafter during the term hereof: (a) the Mortgagor has good and absolute fee simple title to the Mortgaged Property free and clear of all liens, security interests, charges and encumbrances whatsoever, except those described in the title insurance commitment issued in connection with this Mortgage (if any), as accepted by Lender in its sole discretion (collectively "Permitted Encumbrances"), and has good right, full power and lawful authority to mortgage and pledge the Mortgaged Property in accordance with the terms hereof; (b) the Mortgagor, does hereby fully warrant the title to said Mortgaged Property, and every part thereof, and will defend the same against the lawful claims of all persons whomsoever; and (c) the Mortgagor will maintain and preserve the lien of this Mortgage until the Indebtedness has been paid in full; and (d) this Mortgage and the Note and other Indebtedness, as applicable, are valid and binding obligations enforceable in accordance with their respective terms and the execution and delivery thereof do not contravene any contract or agreement to which the Mortgagor is a party or by which the Mortgagor or any of its or his respective properties may be bound and do not contravene any law, order, decree, rule or regulation to which the Mortgagor is subject.

Section 2.03 **Taxes and Assessments.** Subject to the provisions of this Section 2.03, the Mortgagor shall pay promptly when due all taxes and assessments of every kind whatsoever hereafter imposed, levied or assessed upon or against the Mortgaged Property or any part thereof. Mortgagor shall furnish Lender a receipt for ad valorem taxes on the Mortgaged Property no later than 15 days after the due date of same, or upon request of Lender. After prior written notice to Lender, Mortgagor, at its own expense, may contest by appropriate legal proceeding, promptly initiated and conducted in good faith and with due diligence, the amount or validity or application in whole or in part of any taxes or assessments, provided that: (i) no default exists under the Indebtedness or the Mortgage; and (ii) Mortgagor is permitted to do so under the provisions of any mortgage superior in lien to the Mortgage; and (iii) such proceeding shall suspend the collection of the taxes or assessments from Mortgagor and from the Mortgaged Property; and (iv) such proceeding shall be permitted under and be conducted in accordance with the provisions of any other instrument to which Mortgagor or the Mortgaged Property is subject and shall not constitute a default thereunder; and (v) neither the Mortgaged

Property nor any part thereof or interest therein will be in imminent danger of being sold, forfeited, terminated, cancelled or lost; and (vi) Mortgagor shall have set aside adequate reserves for the payment of the taxes or assessments, together with all interest and penalties thereon; and (vii) Mortgagor shall have furnished such security as may be required by Lender to insure the payment of any such taxes or assessments, together with all interest and penalties thereon.

Section 2.04 Insurance.

Section 2.04.01 Mortgagor will, at Mortgagor's sole cost and expense, maintain or cause to be maintained with respect to the Mortgaged Property, and each part thereof, the following insurance:

(i) Insurance against loss or damage to the Improvements by fire and any of the risks covered by insurance of the type known as "all-risk" including, without limitation, coverage for plate glass damage, sprinkler leakage and sink hole collapse. Coverage shall be in an amount not less than the full replacement cost of the Improvements but not less than an amount equal to the amount of the loans secured hereby, including heating and air conditioning coverage at 100% of replacement cost. (Co-insurance is to be waived by the insurer).

(ii) Commercial public liability insurance, against liability for personal injury (including bodily injury and death) and property damage, of not less than \$1,000,000.00 per occurrence and \$3,000,000.00 in the aggregate; such commercial public liability insurance shall specifically include, but not be limited to, water damage liability, products liability, motor vehicle liability for all owned and non-owned vehicles, including rented and leased vehicles, and contractual indemnification. Such insurance shall name Lender as additional insured.

(iii) Flood insurance is required if at any time the encumbered land is designated a flood prone or flood risk area, pursuant to the Flood Disaster Protection Act of 1973, as amended, supplemented or modified.

(iv) Such other insurance and in such amounts as Lender may reasonably require from time to time including but not limited to builder's risk, if applicable, and in accordance with local insurance practice.

Section 2.04.02 All policies of insurance shall be issued by companies and in amounts satisfactory to Lender. All policies of insurance shall have attached thereto a lender's loss payment endorsement for the benefit of Lender in form satisfactory to Lender. The original policies and renewals shall be held by Lender or if acceptable to Lender, a certificate of insurance for each such policy setting forth coverage, limits of liability, name of carrier, policy number, and expiration date. At least thirty (30) days prior to expiration of each such policy, Mortgagor shall furnish Lender with evidence satisfactory to Lender of payment of premium and reissuance of a policy continuing insurance in force as required by this Mortgage. All such policies shall contain a provision that such policies will not be cancelled or materially amended, which terms shall include any reductions in the scope or limits of coverage, without at least thirty (30) days prior written notice to Lender.

Section 2.04.03 After the happening of any casualty to the Mortgaged Property or any part thereof, Mortgagor shall give prompt written notice thereof to Lender; and

(i) In the event of damage to or destruction of the Improvements, Lender shall have the option, in its sole discretion, of applying or paying all or part of the insurance proceeds (i) to any indebtedness secured hereby and in such order as Lender may determine, or (ii) to the restoration of the Improvements, or (iii) to Mortgagor;

(ii) In the event of such loss or damage, all proceeds of insurance shall be payable to Lender, and Mortgagor hereby authorizes and directs any affected insurance company to make payment of such proceeds directly to Lender. Lender is hereby authorized and empowered by Mortgagor to settle, adjust or compromise any claims for loss, damage or destruction under any policy or policies of insurance. Mortgagor hereby irrevocably appoints Lender its attorney-in-fact coupled with an interest with the power and authority to endorse any checks, drafts or other instruments representing any proceeds of such insurance, whether payable by reason of loss thereunder or otherwise;

Section 2.04 04 Nothing herein shall relieve Mortgagor from making the payments required by the Notes and any other obligation of Mortgagor secured hereby.

Section 2.05 **Escrows.** Upon demand by Lender, but only after the occurrence of an Event of Default hereunder, Mortgagor shall pay to the Lender on the first day of each month, together with and in addition to the regular installment of interest or principal and interest under the Note, until the Note is fully paid, an amount equal to one-twelfth (1/12) of the yearly taxes, lease payments, insurance premiums, assessments and other similar charges against the Mortgaged Property or any part thereof as estimated by the Lender to be sufficient to enable the Lender to pay all such charges at least thirty (30) days before they first become due. Such added payments shall not be, nor be deemed to be, trust funds, but may be commingled with the general funds of the Lender, and no interest shall be payable in respect thereto. Upon demand of the Lender the Mortgagor shall deliver to the Lender such additional monies as are necessary to make up any deficiencies in the amounts necessary to enable the Lender to pay such taxes, lease payments, insurance premiums, assessments and similar charges. Upon the occurrence of an Event of Default, the Lender may apply to the reduction of the sums secured hereby, in such manner as the Lender shall determine, any amount under this Section remaining to the Mortgagor's credit. Lender's failure at any time or times to require payment of the monthly deposits provided for hereinabove shall not operate as, nor be deemed to be, a waiver of Lender's right to require payment of such monthly deposits at any other time or times.

Section 2.06 **Condemnation.** If the Mortgaged Property or any part thereof 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 the laws of the State of Florida or the United States of America to so damage or take, and any transfer by private sale in lieu thereof), either temporarily or permanently, the Note and other Indebtedness, as applicable, at the option of Lender, may become immediately due and payable. Lender shall be entitled 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 commence, 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 Mortgagor to Lender and Lender after deducting therefrom all its expenses including attorney's fees may release any monies so received by it without affecting the lien of this Mortgage or may apply the same in such manner as Lender shall determine, to the reduction of the sums secured hereby and to any prepayment charge provided in the Indebtedness, this Mortgage or any other instrument securing the Indebtedness. Any balance of such monies then remaining shall be paid to Mortgagor. Mortgagor agrees to execute such further assignments or any compensations, awards, damages, claims, rights or actions and proceeds as Lender may require.

Section 2.07 **Payment of Expenses.** Mortgagor shall pay all the costs, charges and expenses, including, but not limited to, reasonable attorneys' fees, disbursements and cost of abstracts of title, incurred or paid at any time by Lender due to the failure on the part of Mortgagor promptly and fully to perform, comply with and abide by each and every stipulation, agreement, condition and covenant of the Note and other Loan Documents, as applicable, including without limitation this Mortgage. Such costs, charges and expenses, shall be immediately due and payable, whether or not there be notice, demand, attempt to collect, or suit pending. The full amount of each and every such payment shall bear interest from date thereof until paid at the highest rate allowed by law, and such payments with interest thereon as aforesaid, shall be secured by the lien hereof. "Attorney's fees," as that phrase is used in this Mortgage shall include, among other things, the reasonable fees of the attorney and also of any legal assistants, paralegals, law clerks and others utilized by the attorney and under the attorney's supervision, as well as out-of-pocket costs incurred and/or advanced by any of same, all regardless of whether incurred in or advanced prior to the initiation of any legal or equitable proceeding, in arbitration, in trial, in any administrative, bankruptcy or other similar proceedings, or any appeal from any of same. All such costs, charges and expenses so incurred or paid together with such interest, shall be secured by the lien of this Mortgage and any other instrument securing the Indebtedness, as applicable.

Section 2.08 **Preservation.** Mortgagor (a) shall not permit, commit or suffer any waste, impairment or deterioration of the Mortgaged Property, or any part thereof; (b) shall restore and repair promptly and in a good workmanlike manner all or any part of the Mortgaged Property to the equivalent of its original condition, or such other condition as Lender may approve in writing, in the event of any damage, injury or loss thereto.

whether or not insurance proceeds are available to cover in whole or in part the cost of such restoration or repair; (c) shall keep the Mortgaged Property, including improvements, fixtures, equipment, machinery and appliances thereon in good repair and shall replace fixtures, equipment, machinery and appliances on the Mortgaged Property when necessary to keep such items in good repair, including, but not limited to, well painted, weatherproofed and making of such repairs as Lender may, from time to time, determine to be necessary for the preservation of the Mortgaged Property; (d) shall prudently and professionally manage the Mortgaged Property; (e) shall give notice in writing to Lender of and, unless otherwise directed in writing by Lender, appear in and defend any action or proceeding purporting to affect the Mortgaged Property, the security of this Mortgage or the rights or powers of Lender; (f) shall comply with the provisions of any lease, if this Mortgage is on a leasehold; and (g) if this Mortgage is on a unit in a condominium, shall perform all of Mortgagor's obligations under the Declaration creating or governing the condominium, the by-laws and regulations of the condominium and constituent documents. Mortgagor shall first obtain the written consent of Lender, such consent to be granted or withheld at the sole discretion of Lender, before (i) removing or demolishing any Improvements, (ii) altering the arrangement, design or structural character thereof, (iii) making any repairs which involve the removal of structural parts or the exposure of the interior of any Improvement to the elements, (iv) cutting or removing or permitting the cutting or removal of any trees or timber on the Mortgaged Property, (v) removing or exchanging any tangible personal property which is part of the Mortgaged Property, except when incident to the replacement thereof with items of like kind, or (vi) entering into or modifying any leases of the Mortgaged Property. Lender shall have the right to inspect the Mortgaged Property on reasonable notice to Mortgagor.

Section 2.09 Notice of Encumbrances. Mortgagor shall immediately notify Lender in writing upon the filing of any attachment, lien, judicial process, claim, or other encumbrance. Mortgagor additionally agrees to notify Lender immediately in writing upon the occurrence of any default, or event that with the passage of time, failure to cure, or giving of notice, might result in a default under any of Mortgagor's obligations that may be secured by any presently existing or future lien or encumbrance, or that might result in a lien or encumbrance affecting the Mortgaged Property, or should any of the Mortgaged Property be seized or attached or levied upon, or threatened by seizure or attachment or levy, by any person other than Lender.

Section 2.10 Compliance With Applicable Laws. Mortgagor shall observe and abide by, and shall cause others to observe and abide by, all present and future laws, ordinances, orders, rules, regulations, restrictions, and requirements of all federal, state and municipal governments, courts, departments, commissions, boards, agencies, and officers, affecting the Mortgaged Property and its use. Mortgagor shall further promptly perform and observe, and shall cause others to promptly perform and observe, all the terms, covenants and conditions of any requirements, instruments and agreements affecting the Mortgaged Property, non-compliance with which may adversely affect the priority of this Mortgage, or which may impose any duty or obligation upon Mortgagor, or upon any lessee or other occupant of the Mortgaged Property. Mortgagor shall further do and cause to be done all things necessary to preserve intact and unimpaired any and all easements, servitudes, appurtenances and other interests and rights in favor of, or constituting any portion of, the Mortgaged Property.

Section 2.11 Environmental Compliance and Indemnity

(a) **Compliance With Environmental Laws.** Mortgagor hereby represents and warrants to Lender and covenants that Mortgagor is now complying, and will continue to comply, with all federal, state and local environmental and environmental related laws, rules, regulations and orders applicable to the Mortgaged Property and its use. Mortgagor shall further comply with and shall cause all occupants of the Mortgaged Property to comply with all federal, state and local laws, rules regulations and orders with respect to the disposal of industrial refuse or waste, and/or the discharge, procession, treatment, removal, transportation, storage and handling of solid waste, hazardous substances, hazardous waste and any other substance subject to federal, state or local regulation or control, and pay immediately when due the cost of removal of any such waste or substances from, and keep the Mortgaged Property free of any lien imposed pursuant to any such laws, rules, regulations or orders. Mortgagor shall not install or permit the installation of friable asbestos or any substance containing asbestos, or any machinery, equipment or fixtures containing polychlorinated biphenyls (PCBs), in or on the Mortgaged Property. With respect to any such material or materials currently present in or on the Mortgaged Property, Mortgagor shall promptly comply with applicable federal, state or local laws, rules, regulations or orders regarding the safe removal thereof, at Mortgagor's sole expense.

In the event Mortgagor fails to do any of the foregoing, Lender may declare this Mortgage to be in default. In addition, Mortgagor hereby grants Lender and its employees and agents, an irrevocable and non-exclusive license to enter the Mortgaged Property to conduct testing and to remove the hazardous waste and substances, and the cost of such testing and removal shall constitute an additional advance, and shall be secured by this Mortgage.

(b) **No Knowledge.** No notice from any governmental body has ever been served upon Mortgagor or, to Mortgagor's knowledge after due inquiry, upon any prior owner of the Mortgaged Property, claiming a violation of or under any federal, state or local law, regulation or ordinance concerning the environmental state, condition, or quality of the Mortgaged Property, or the use thereof, or requiring or calling attention to the need for any work, repairs, construction, removal, clean-up, alterations, demolition, renovation or installation on, or in connection with, the Mortgaged Property. Upon receipt of any such notice, Mortgagor shall take any and all steps, and perform any and all actions necessary or appropriate to comply with the same, at Mortgagor's sole expense.

(c) **Indemnification.** Mortgagor shall forever indemnify, defend and hold harmless Lender, its directors, officers, employees and agents from and against all harms, including, without limitation, damages, punitive damages, liabilities, losses, demands, claims, costs, recovery actions, lawsuits, administrative proceedings, orders, response costs, compliance costs, investigation expenses, consultant fees, attorneys' fees and litigation expenses arising from (i) the operation of any federal, state or local environmental laws or regulations, and (ii) the violation by Mortgagor, any occupant of the Mortgaged Property, or of the Mortgaged Property of any of the federal, state or local environmental laws or regulations. Mortgagor shall pay all costs and expenses incurred by Lender to enforce the provisions of this paragraph, including, without limitation, attorneys' fees and litigation expenses. The provisions of this paragraph shall survive the cancellation of this Mortgage and shall remain in full force and effect beyond the expiration of any applicable statute of limitations and payment or satisfaction in full of any single claim of Lender within the scope of the provisions of this paragraph.

Section 2.12 Encumbrances and Transfers. Without the prior written consent of Lender, Mortgagor shall not encumber the Mortgaged Property, or any interest or estate therein or sell, assign, lease or otherwise transfer all or any portion of the Mortgaged Property or any interest or estate therein, whether voluntarily or involuntarily or by operation of law. Any such sale, lease, assignment, conveyance, encumbrance or other transfer of the Mortgaged Property, or any interest or estate therein, or the incurrence of debt not permitted hereby, made without Lender's prior written consent, shall constitute a default hereunder. Mortgagor covenants and agrees that without the prior written consent of Lender, no party constituting Mortgagor shall be dissolved, liquidated or terminated, whether by operation of law or otherwise. Any such liquidation, termination or dissolution without Lender's prior written consent shall constitute an Event of Default hereunder.

Section 2.13 General Indemnification. If Lender is made the subject of any claim or litigation (including without limitation, any litigation brought by Mortgagor whether initially or by counterclaim) concerning this Mortgage or the Mortgaged Property or any part thereof or interest therein, or occupancy thereof by Mortgagor, then Mortgagor shall indemnify, defend and hold Lender harmless from all liability by reason of said litigation, including reasonable attorneys' fees incurred by Lender in any such litigation, whether or not such litigation is prosecuted to judgment; and (b) all sums payable by Mortgagor hereunder shall be paid absolutely, unconditionally, without notice, demand, counterclaim, setoff, deduction or defense and absolutely and unconditionally without abatement, suspension, deferment, diminution or reduction.

Section 2.14 Transactional Costs. Mortgagor hereby agrees to indemnify and hold harmless Lender from and against any loss, cost, or expense resulting from any claim by Florida or Federal taxing authorities, including without limitation the Florida Department of Revenue, that additional transactional taxes are due and owing resulting from the granting of this Note and Mortgage. Transactional taxes include, but are not limited to the Florida documentary stamp tax and the Florida intangible tax (together with any interest or penalties thereon). This obligation to indemnify Lender shall survive payment of the Note, and the satisfaction of this Mortgage or other instrument securing the Note.

ARTICLE THREE LENDERS RIGHTS

Section 3.01 **Lender's Performance.** If the Mortgagor defaults in the payment of any tax or assessment, the Lender may, to preserve its interest in the Mortgaged Property, perform or observe the same, and all payments made and costs and expenses incurred or paid by the Lender in connection therewith shall be added to the Indebtedness and shall be secured by the lien of this Mortgage.

Section 3.02 **Additional Advances.** Lender shall have the right, within Lender's sole option and discretion, to make additional advances on Mortgagor's behalf for the following purposes:

Section 3.02.01 **Insurance.** If Mortgagor should for any reason fail to maintain insurance on the Mortgaged Property as required under this Mortgage, Lender may make additional advances on Mortgagor's behalf for the purpose of purchasing and maintaining such insurance coverage (including insurance protecting only Lender's interests in the Mortgaged Property).

Section 3.02.02 **Taxes.** If Mortgagor should for any reason fail to promptly pay when due taxes, assessments and governmental and other charges as required under this Mortgage, Lender may make additional advances on Mortgagor's behalf for the purpose of paying such taxes, assessments and governmental and other charges.

Section 3.02.03 **Repairs.** If Mortgagor should for any reason fail to make all necessary repairs to the Mortgaged Property and to keep the Mortgaged Property in good working order and condition as required under this Mortgage, Mortgagor agrees that Lender may make additional advances on Mortgagor's behalf for the purpose of making, and Lender may make, such repairs and maintenance to the Mortgaged Property as Lender may deem to be necessary and proper within its sole discretion.

Section 3.02.04 **Encumbrances.** If Mortgagor should: (a) permit or allow any lien or encumbrance to attach to or be recorded or filed against the Mortgaged Property without having first obtained Lender's prior written consent, and said lien or encumbrance is not paid or discharged within 30 days of entry of same, unless contested in good faith and by appropriate proceedings and by the filing of an appropriate bond; or (b) if Mortgagor should for any reason default under any obligation secured by any presently existing or future encumbrance; then Lender may make additional advances on Mortgagor's behalf and take such other action or actions as Lender may deem to be necessary and proper, within Lender's sole discretion, to pay and fully satisfy such lien and/or encumbrance, to cure or rectify any such default or defaults, and to prevent the occurrence of any future defaults.

Section 3.02.05 **Other.** Lender may further make additional advances on Mortgagor's behalf and take such other action or actions as Lender may deem to be necessary and proper, within Lender's sole discretion, to cure and rectify any actions or inactions on Mortgagor's part, as are required under this Mortgage, that are not listed immediately above.

Section 3.03 **No Obligations.** As set forth in this Mortgage, Lender may grant additional advances, including all costs, reasonable attorney's fees and other items of expense as it deems necessary, and in so doing any funds advanced shall bear interest at the maximum rate provided by law and shall be due and repayable immediately without demand, and any such expenditures shall be secured by the lien of this Mortgage. In such event, Lender shall be the sole judge of the legality, validity and priority of any such claim, lien, encumbrance, tax, assessment and premium and of the amount necessary to be paid in satisfaction thereof. Lender shall be subrogated for further security to the lien of any and all liens or encumbrances paid out of the proceeds of the loan secured by this Mortgage, even though the lien or encumbrances are to be paid from such proceeds and to be released. Nothing under this Mortgage shall obligate Lender to make any additional advances described in Section 3.02 or elsewhere in this Mortgage, or to take any of the actions set forth in this Mortgage on Mortgagor's behalf, or to make Lender in any way responsible or liable for any loss, damage or injury to Mortgagor, or to any other person or entity, resulting from Lender's election not to advance any such additional sums or to take any such action or actions. In addition, Lender's election to make additional advances and/or to take any above action or actions on Mortgagor's behalf, shall not constitute a waiver or forbearance by Lender of any Event of Default under this Mortgage.

Section 3.04 **Inspections.** Lender, its agents, representatives or workmen are authorized to enter at any and all reasonable times upon or in any part of the Mortgaged Property for the purpose of inspecting same and performing any of the acts it is authorized to perform under the terms of this Mortgage. Mortgagor agrees to reimburse Lender for reasonable out-of-pocket expenses incurred by it in connection with such inspections.

Section 3.05. **Releases, etc.** Without affecting the liability of Mortgagor or any other person (except any person expressly released in writing) for payment of any Indebtedness secured hereby or for performance of any obligation contained herein, and without affecting the rights of Lender with respect to any security not expressly released in writing, Lender may, at any time and from time to time, either before or after the maturity of said Note, and without notice or consent of Mortgagor: (a) release any person liable for payment of all or any part of the Indebtedness or for performance of any obligation; (b) make any agreement extending the time or otherwise altering the terms of payment of all or any part of the Indebtedness, or modifying or waiving any obligation, on subordinating, modifying or otherwise dealing with the lien or charge hereof; (c) exercise or refrain from exercising or waive any right Lender may have; (d) accept additional security of any kind; and (e) release or otherwise deal with any property, real or personal, securing the Indebtedness, including all or any part of the Mortgaged Property.

ARTICLE FOUR EVENT OF DEFAULT

Section 4.01 **Event of Default.** Any one of the following shall constitute an event of default ("Event of Default") under this Mortgage.

(a) Failure by Mortgagor to pay (i) any amounts due under the Indebtedness, as applicable, whether principal, interest, late fees or otherwise; or (ii) any sums due or to be paid by Mortgagor hereunder, under any other instrument securing the Indebtedness, as applicable, or under any Permitted Encumbrances, as set forth in the Loan Agreement.

(b) Failure by Mortgagor to duly keep, perform and observe any other covenant, condition or agreement in the Indebtedness, as applicable, this Mortgage, or in any other Loan Documents.

(c) If either Mortgagor or any endorser or guarantor of the Indebtedness: (i) files a voluntary petition in bankruptcy; (ii) is adjudicated a bankrupt or insolvent; (iii) files any petition or answer seeking or acquiescing in any reorganization, management, composition, readjustment, liquidation, dissolution or similar relief for itself under any law relating to bankruptcy, insolvency or other relief for debtors; (iv) seeks or consents to or acquiesces in the appointment of any trustee, receiver, master or liquidator of itself or of all or any substantial part of the Mortgaged Property; (v) makes any general assignment for the benefit of creditors; or (vi) makes any admission in writing of its inability to pay its debts generally as they become due.

(d) If a court of competent jurisdiction enters an order, judgment or decree approving a petition filed against Mortgagor or any endorser or guarantor of the Indebtedness, seeking any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief under any present or future federal, state or other statute, law or regulation relating to bankruptcy, insolvency or other relief for debtors, which order, judgment or decree remains unvacated and unstayed for an aggregate of 60 days whether or not consecutive from the date of entry thereof.

(e) If any trustee, receiver or liquidator of Mortgagor of all or any substantial part of the Mortgaged Property, is appointed without the prior written consent of Lender, which appointment shall remain unvacated and unstayed for an aggregate of 60 days whether or not consecutive.

(f) Any breach of any warranty or material untruth of any representation of Mortgagor contained in the Note, this Mortgage or any other Loan Document, as applicable.

(g) The occurrence of any default under the terms of any mortgage or other security instrument that creates a lien or other security interest on or in the Mortgaged Property, whether such mortgage or other security instrument is superior or inferior in priority to this Mortgage.

ARTICLE FIVE REMEDIES

Section 5.01 **Acceleration of Maturity.** If an Event of Default shall have occurred and be continuing, Lender may declare the outstanding principal amount of the Note and/or any other Indebtedness to be due and payable immediately. Upon such declaration, such principal and interest shall immediately become and be due and payable and, until paid, shall bear interest at the maximum rate permitted pursuant to applicable law, which rate shall apply as well before as after judgment.

Section 5.02 **Lender's Power of Enforcement.** If an Event of Default shall have occurred and be continuing, Lender may, either with or without entry or taking possession as hereinabove provided or otherwise, and without regard to whether or not the Indebtedness shall be due and without prejudice to the right of the Lender thereafter to bring an action of foreclosure or any other action for any default existing at the time such earlier action was commenced, proceed by any appropriate action or proceeding: (a) to enforce payment of the Indebtedness, as applicable; or (b) to foreclose this Mortgage and to sell, as an entirety or in separate lots or parcels, the Mortgaged Property under the judgment or decree of a court or courts of competent jurisdiction; and (c) to pursue any other remedy available pursuant to the Loan Documents and applicable law. The Lender shall take action either by such proceedings or by the exercise of its powers with respect to entry or taking possession, or both, as the Lender may determine.

Section 5.03 **Purchase by Lender.** Upon any such foreclosure sale, the Lender may bid for and purchase the Mortgaged Property and, upon compliance with the terms of sale, may hold, retain and possess and dispose of such Mortgaged Property in its own absolute right without further accountability.

Section 5.04 **Application of Indebtedness Toward Purchase Price.** Upon any such foreclosure sale, the Lender may, if permitted by law, and after allowing for costs and expenses of the sale, apply any portion of or all of the Indebtedness due to the Lender under the Note or other Indebtedness, as applicable, in lieu of cash, to the amount which shall, upon distribution of the net proceeds of such sale, be payable thereon.

Section 5.05 **Waiver of Appraisement, Valuation, Stay, Extension and Redemption Laws.** The Mortgagor agrees to the full extent permitted by law that in case of an Event of Default on its part hereunder, neither the Mortgagor nor anyone claiming through or under it shall or will set up, claim or seek to take advantage of any appraisement, valuation, stay, extension or redemption laws now or hereafter in force, in order to prevent or hinder the enforcement or foreclosure of this Mortgage or the absolute sale of the Mortgaged Property of the final and absolute putting into possession thereof, immediately after such sale, of the purchasers thereat, and the Mortgagor, for itself and all who may at any time claim through or under it, hereby waives, to the full extent that it may lawfully so do, the benefit of all such laws, and any and all right to have the assets comprising the Mortgaged Property marshalled upon any foreclosure of the lien hereof and agrees that the Lender or any court having jurisdiction to foreclose such lien may sell the Mortgaged Property in part or as an entirety.

Section 5.06 **Receiver.** If an Event of Default shall have occurred and be continuing, the Lender, to the extent permitted by law and without regard to the value, adequacy or occupancy of the security for the Indebtedness and other sums secured hereby, shall be entitled as a matter of right, if it so elects, to the appointment of a receiver to enter upon and take possession of the Mortgaged Property and to collect all rents thereof and apply the same as the court may direct and any such receiver shall be entitled to hold, store, use, operate, manage and control the Mortgaged Property and conduct business therefrom. The expenses, including receiver's fees, attorneys' fees, costs and agent's compensation, incurred pursuant to the powers herein contained shall be secured by this Mortgage. The right to enter and take possession of, to collect all rent, income and other benefits from, and to manage and operate the Mortgaged Property by a receiver shall be cumulative to any other right or remedy hereunder or afforded by law and may be exercised concurrently therewith or independently thereof. Lender shall be liable to account only for such rents, income and other benefits actually received by Lender. Notwithstanding the appointment of any receiver or other custodian, Lender shall be entitled as pledgee to the possession and control of any cash, deposits or instruments at the time held by, or payable or deliverable pursuant to the terms of this Mortgage, to Lender. To the extent permitted by applicable law, Mortgagor waives any requirement for the Receiver to post a bond, if Lender consents to the appointment of the Receiver.

Section 5.07 Rents. The assignment of rents contained in this Mortgage is intended to and constitutes an assignment of rents as contemplated pursuant to the Florida Statutes. Upon the occurrence of an Event of Default, Lender shall be entitled to the remedies provided under applicable Florida law. In addition to the rights which Lender may have herein, upon an Event of Default under this Mortgage, Lender, at its option, may require Mortgagor to pay monthly in advance to Lender, or any receiver appointed to collect the rents, the fair and reasonable rental value for the use and occupation of such part of the Mortgaged Property as may be in the possession of Mortgagor. Upon any Event of Default under this Mortgage, Lender may at any time without notice either in person, by agent or by a receiver appointed by a court, and without regard to the adequacy of any security for the Indebtedness hereby secured, enter upon and take possession of the Mortgaged Property or any part thereof. Lender may in its own name, sue for or otherwise collect such rents, issues and profits, including past due and unpaid, and apply same less costs and expenses of operation and collection, including attorneys' fees, upon any Indebtedness secured hereby and in such order as Lender may determine. **This includes, without limitation, issuing demand for the payment of rents directly to any tenant of any portion of the Mortgaged Property.** The collection of such rents, issues and profits or the entering upon and taking possession of the Mortgaged Property, or application thereof as aforesaid shall not cure or waive any default or notice of default hereunder or invalidate any act done in response to such default or pursuant to such notice of default. In addition (and not as an election of remedies), upon the occurrence of an Event of Default, Lender may apply for a court order requiring Mortgagor to deposit all rents in the court registry pursuant to Florida Statute 697.07, as amended. Mortgagor hereby consents to entry of such an order upon the sworn ex parte motion of Lender that an Event of Default has occurred hereunder. Nothing contained herein, nor any collection of rents or leases by Lender or by a receiver, shall be construed to make Lender a "mortgagee-in-possession" of the Mortgaged Property so long as Lender has not itself entered into actual possession of the Mortgaged Property.

Section 5.08 Actions to Protect the Mortgaged Property. The Lender shall have the power and authority to institute and maintain any suits and proceedings as the Lender may deem advisable: (a) to prevent any impairment of the Mortgaged Property by any acts which may be unlawful or any violation of this Mortgage; (b) to preserve or protect its interest in the Mortgaged Property; (c) to restrain the enforcement of or compliance with any legislation or other governmental enactment, rule or order that may be unconstitutional or otherwise invalid, if the enforcement of or compliance with such enactment, rule or order might impair the security hereunder or be prejudicial to the Lender's interest; and/or to file proofs of claim in the case of any receivership, insolvency, bankruptcy, reorganization, arrangement, adjustment, composition or other judicial proceedings affecting the Mortgagor or its property to the extent permitted by law.

Section 5.09 Delay or Omission No Waiver. No delay or omission of Lender or of any holder of the Indebtedness, as applicable, to exercise any right, power or remedy accruing upon any Event of Default shall exhaust or impair any such right, power or remedy or shall be construed to waive any such Event of Default or to constitute acquiescence therein. Every right, power and remedy given to the Lender may be exercised from time to time and as often as may be deemed expedient by the Lender.

Section 5.10 No Waiver of One Default to Affect Another. No waiver of any Event of Default hereunder shall extend to or affect any subsequent or any other Event of Default then existing, or impair any rights, powers or remedies consequent thereto.

Section 5.11 Discontinuance of Proceedings; Position of Parties Restored. If the Lender shall have proceeded to enforce any right or remedy under this Mortgage by foreclosure, entry or otherwise and such proceedings shall have been discontinued or abandoned for any reason, or such proceedings shall have resulted in a final determination adverse to the Lender, then and in every such case the Mortgagor and the Lender 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 proceedings had occurred or had been taken.

Section 5.12 UCC Remedies. Lender shall also have the remedies of a secured party under the Uniform Commercial Code as adopted in Florida and, at Lender's option, may also invoke the remedies provided elsewhere in this Mortgage or in the other Loan Documents. In exercising any of said remedies, Lender may proceed against the items of real property and any items of personal property specified above as part of the Mortgaged Property separately or together and in any order whatsoever, without in any way affecting the availability of Lender's remedies under the Uniform Commercial Code as adopted in Florida, or of the remedies provided elsewhere in this Mortgage or the other Loan Documents.

Section 5.13 **Possession.** Lender may take immediate possession of the Mortgaged Property or any part thereof (which Mortgagor agrees to surrender to Lender) and manage, control or lease same to such person or persona and exercise all rights granted pursuant to this Mortgage and the other Loan Documents. The taking of possession under this Section 5.13 shall not prevent concurrent or later proceedings for the foreclosure sale of the Mortgaged Property as provided elsewhere herein.

Section 5.14 **Tenancy at Sufferance.** If Mortgagor remains in possession of the Mortgaged Property after the Mortgaged Property is sold as provided in this Article Five, or Lender otherwise becomes entitled to possession of the Mortgaged Property upon default or Mortgagor, then Mortgagor shall become a tenant at sufferance of lender or the purchaser of the Mortgaged Property and shall, at Lender's option, either (1) pay a reasonable rent for the use of the Mortgaged Property, or (2) vacate the Mortgaged Property upon the demand of Lender. This clause shall survive any termination of this Mortgage by foreclosure or otherwise, and any rents owed Lender or expenses incurred by Lender under this section, including attorneys fees, whether before or after foreclosure shall be added to the Indebtedness as an expense payable by Mortgage and by Mortgagor under the Note and/or other Loan Documents. This is in addition to, and not in limitation of, any other remedies available by Lender under this Mortgage, the other Loan Documents, or under applicable law and equity.

Section 5.15 **Remedies Cumulative.** No right, power or remedy conferred upon or reserved to the Lender by the Indebtedness, as applicable, or this Mortgage is exclusive of any other right, power or remedy, but each and every such right, power and remedy shall be cumulative and concurrent and shall be in addition to any other right, power and remedy given hereunder or under the Indebtedness, as applicable, or now or hereafter existing at law, in equity or by statute.

ARTICLE SIX MISCELLANEOUS PROVISIONS

Section 6.01 **Successors and Assigns.** The terms "Mortgagor" and "Lender" herein shall include the parties named above as Mortgagor and Lender, respectively, and their successors and assigns, and all covenants and agreements contained in this Mortgage, by or on behalf of Mortgagor or Lender, shall bind and inure to the benefit of their respective successors and assigns.

Section 6.02 **Notices.** Except as otherwise provided herein, all notices, requests and demands to or upon a party hereto shall be in writing and shall be sent by certified or registered mail, return receipt requested, by personal delivery against receipt, or by telegraph or telex or telecopy, addressed as follows, and shall be deemed validly served and given on the date of receipt as shown on the return receipt if delivered by certified mail, on the date of delivery if done by personal delivery and upon confirmation of receipt if sent by telegraph, telex or telecopy with receipt confirmed:

If to Lender: Bank of Pensacola
500 South Palafox Street, Suite 100
Pensacola, FL 32502
Attention: Matthew Davis

with a copy to: Carver, Darden, Koretzky, Tessier,
Finn, Blossman & Areaux, LLC
801 West Romana St., Suite A
Pensacola, Florida 32502
Attention: Robert S. Rushing

If to Mortgagor: JTP Holdings of Pensacola II, LLC
3014 East Cervantes Street, Suite A
Pensacola, FL 32503

or to such other address as each party may designate for itself by like notice given in accordance with this Section. Notice shall also be deemed validly served and given on the date that a party rejects or refuses to accept delivery or the date of an inability to effectuate delivery because of a changed address of which no notice

was given in accordance with this Section. Any written notice that is not sent in conformity with the provisions hereof shall nevertheless be effective on the date that such notice is actually received by the noticed party.

Section 6.03 **Headings.** The headings of the articles, sections, Sections and subdivisions of this Mortgage are for convenience of reference only, are not to be considered a part hereof, and shall not limit or expand or otherwise affect any of the terms hereof.

Section 6.04 **Invalid Provisions to Affect No Others.** In the event that any of the covenants, agreements, terms or provisions contained in the Note, this Mortgage or the other Loan Documents, as applicable, shall be invalid, illegal or unenforceable in any respect, the validity of the remaining covenants, agreements, terms or provisions contained herein or in the Indebtedness, as applicable, shall be in no way affected, prejudiced or disturbed thereby.

Section 6.05 **Changes, Etc.** Neither this Mortgage nor any term hereof may be changed, waived, discharged or terminated orally, or by any action or inaction, but only by an instrument in writing signed by the party against which enforcement of the change, waiver, discharge or termination is sought. The modification hereof or of the Indebtedness, as applicable, or the release of any part of the Mortgaged Property from the lien hereof shall not impair the priority of the lien of this Mortgage.

Section 6.06 **Governing Law.** This Mortgage is made by the Mortgagor under the laws of the State of Florida and shall be construed, interpreted, enforced and governed by and in accordance with the laws of such state, without regard to principles of conflicts of law.

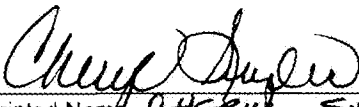
Section 6.07 **WAIVER OF JURY TRIAL.** NO PARTY TO THIS MORTGAGE OR ANY ASSIGNEE, SUCCESSOR, HEIR OR PERSONAL REPRESENTATIVE OF A PARTY SHALL SEEK A JURY TRIAL IN ANY LAWSUIT, PROCEEDING, COUNTERCLAIM, OR ANY OTHER LITIGATION PROCEDURE BASED UPON OR ARISING OUT OF THIS MORTGAGE, ANY OTHER LOAN DOCUMENT OR THE DEALINGS OR THE RELATIONSHIP BETWEEN OR AMONG THE PARTIES, OR ANY OF THEM. NO PARTY OR ANY ASSIGNEE, SUCCESSOR, HEIR OR PERSONAL REPRESENTATIVE OF A PARTY SHALL SEEK TO CONSOLIDATE ANY SUCH ACTION, IN WHICH A JURY TRIAL HAS BEEN WAIVED, WITH ANY OTHER ACTION IN WHICH A JURY TRIAL CANNOT OR HAS NOT BEEN WAIVED. THE PROVISIONS OF THIS PARAGRAPH HAVE BEEN FULLY DISCUSSED BY THE PARTIES HERETO, AND THESE PROVISIONS SHALL BE SUBJECT TO NO EXCEPTIONS. NO PARTY HAS IN ANY WAY AGREED WITH OR REPRESENTED TO ANY OTHER PARTY THAT THE PROVISIONS OF THIS PARAGRAPH WILL NOT BE FULLY ENFORCED IN ALL INSTANCES.

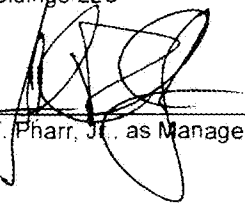
IN WITNESS WHEREOF, the Mortgagor has executed this Mortgage on the date first set forth above.

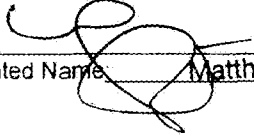
WITNESSES:

MORTGAGOR:

JTP HOLDINGS OF PENSACOLA II, LLC
a Florida limited liability company f/k/a
JTP Holdings LLC


Printed Name CHERYL SNYDER

By 
John T. Pharr, Jr., as Manager/Member


Printed Name Matthew C. Hoffman

STATE OF FLORIDA

COUNTY OF ESCAMBIA

The foregoing Promissory Note was acknowledged before me this 10th day of November, 2015, by John T. Pharr, Jr., as Manager/Member of JTP Holdings of Pensacola II, LLC, a Florida limited liability company f/k/a JTP Holdings LLC, a Florida limited liability company, on behalf of the company. He is personally known to me or has produced a valid _____ State driver's license as identification.

My Commission Expires:



Notary Public (Signature)

(AFFIX NOTARY SEAL)

Matthew C. Hoffman

(Printed Name)

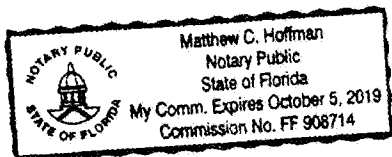


Exhibit "A"

All of Block 60, Belmont Tract, in the City of Pensacola, Escambia County, Florida, according to the map of the said City copyrighted by Thomas C. Watson in 1906.

Less and Except therefrom that portion thereof previously conveyed to Swan House Special Events, Inc., by Deed recorded in Official Records Book 4547, Page 80, being more particularly described as follows:

A portion of Lots 4, 5, 6, 7, 8, 9 and 10, Block 60, Belmont Tract, City of Pensacola, Escambia County, Florida, according to the Map of said City copyrighted by Thomas C. Watson in 1906, more particularly described as follows: Begin at the most Northwesterly corner of said Lot 10, also being the intersection of the South right-of-way line of Brainerd Street (50 foot right of way) and the East right-of-way line of Guillemard Street (50 foot right of way); thence Easterly along the said South right-of-way line for a distance of 99.00 feet; thence Southerly deflecting 89 degrees 51 minutes 10 seconds to the right for a distance of 173.28 feet; thence Westerly deflecting 90 degrees 08 minutes 50 seconds to the right for a distance of 22.60 feet; thence Southerly deflecting 90 degrees 08 minutes 40 seconds to the left for a distance of 16.72 feet; thence Westerly deflecting 90 degrees 08 minutes 40 seconds to the right for a distance of 76.41 feet to the East right-of-way line of said Guillemard Street; thence Northerly deflecting 89 degrees 51 minutes 20 seconds to the right along the said East right-of-way line for a distance of 190.00 feet to the Point of Beginning.

Also Less and Except therefrom that portion thereof conveyed to Manna Food Bank, Inc. by Deed recorded in Official Records Book 4882, Page 1014, being more particularly described as follows: Commencing at the Northwest corner of Block 60, Belmont Tract, in the City of Pensacola, Escambia County, Florida, according to the map of said City as copyrighted by Thomas C. Watson in 1906; thence go North 80 degrees 00 minutes 00 seconds East along the Southerly right of way line of Brainerd Street (50 foot right of way) a distance of 99.34 feet to the Point of Beginning; thence continue North 80 degrees 00 minutes 00 seconds East along the Southerly right of way line a distance of 213.95 feet; thence departing said right of way line go South 15 degrees 20 minutes 45 seconds West a distance of 331.95 feet to the Northerly right of way line of Gonzalez Street (50 foot right of way); thence go South 80 degrees 00 minutes 00 seconds West along said Northerly right of way line a distance of 33.94 feet; thence departing said right of way line go North 10 degrees 34 minutes 23 seconds West a distance of 142.41 feet; thence go South 82 degrees 11 minutes 23 seconds West a distance of 36.31 feet to the East line of the West 99.34 feet of the North 16.42 feet of Lot 5, Block 60, of the aforesaid Belmont Tract; thence go North 10 degrees 00 minutes 00 seconds West along the East line of the West 99.34 feet of the North 16.42 feet of said Lot 5, Block 60, and the West 99.34 feet of Lots 6, 7, 8, 9 and 10, Block 60, of the aforesaid Belmont Tract a distance of 156.20 feet to the Point of Beginning. The above described parcel of land is situated in a portion of Sections 19 and 23, Township 2 South, Range 30 West, Escambia County, Florida.

And

Commencing at the Northwest corner of Block 60, Belmont Tract, in the City of Pensacola, Escambia County, Florida, according to the map of said City as copyrighted by Thomas C. Watson in 1906; thence go North 80 degrees 00 minutes 00 seconds East along the Southerly right of way line of Brainerd Street (50 foot right of way) a distance of 99.34 feet; thence continue North 80 degrees 00 minutes 00 seconds East along the said right of way line a distance of 213.95 feet to the Point of Beginning; thence continue North 80 degrees 00 minutes 00 seconds East along said right of way line a distance of 16.71 feet to the Northeast corner of the aforesaid Block 60; thence go South 10 degrees 00 minutes 00 seconds East along the Westerly right of way line of Tarragona Street (100 foot right of way) a distance of 300.00 feet to the Southeast corner of the aforesaid Block 60; thence go South 80 degrees 00 minutes 00 seconds West along the Northerly right of way line of Gonzalez Street (50 foot right of way) a distance of 158.81 feet; thence go North 15 degrees 20 minutes 45 seconds East a distance of 331.95 feet to the Point of Beginning. The above described parcel of land is situated in a portion of Section 19, Township 2 South, Range 30 West, Escambia County, Florida.

THIS INSTRUMENT WAS PREPARED BY
MATTHEW C. HOFFMAN, ESQ. OF
CARVER DARDEN KORETZKY TESSIER
FINN BLOSSMAN & AREAUX, LLC
801 WEST ROMANA STREET, SUITE A
PENSACOLA, FLORIDA 32502
FILE NO. 4677.42984

ASSIGNMENT OF LEASES AND RENTS

THIS ASSIGNMENT is made, executed and delivered this 10th day of November, 2015, by **JTP HOLDINGS OF PENSACOLA II, LLC**, a Florida limited liability company f/k/a **JTP HOLDINGS LLC** ("Borrower") for the benefit of **BANK OF PENSACOLA**, a Florida banking corporation ("Lender"), having a mailing address of 500 South Palafox Street, Suite 100, Pensacola, FL 32502.

WITNESSETH:

WHEREAS, Lender has agreed to make a loan to Borrower in the aggregate principal sum of TWO HUNDRED EIGHT THOUSAND AND 00/100 (\$208,000.00) DOLLARS (the "Loan"); and together with interest thereon; and

WHEREAS, the Loan is evidenced by that promissory note of even date, in the principal amount of TWO HUNDRED EIGHT THOUSAND AND 00/100 (\$208,000.00) DOLLARS executed by Borrower and delivered to Lender, (such Promissory Note, together with any and all renewals, extensions, modifications, restatements, substitutions and replacements thereof being hereinafter collectively called the "Note"); and

WHEREAS, Lender will not make the Loan unless Borrower gives to Lender this Assignment of Leases and Rents as additional security for the Note, the related mortgage, continuing guarantees, security agreements, financing statements, loan agreement, and other related loan documents (hereinafter collectively the "Loan Documents"); and

NOW, THEREFORE, for and in consideration of the Loan and to secure the prompt payment of the Note and all amounts owed under the other Loan Documents, with interest thereon, and any and all amendments, renewals, refinancings, extensions, consolidations and replacements thereof, and further to secure the punctual performance of all covenants, conditions and agreements set forth herein or in the Loan Documents, Borrower does hereby covenant and agree with Lender as follows:

1. Borrower hereby absolutely and unconditionally assigns to Lender all of Borrower's right, title, privileges and interest which Borrower as lessor may have in the leases and occupancy agreements now existing or hereafter made and affecting the property being more fully described in **Exhibit "A"** attached hereto and incorporated herein by reference (the "Property"), together with all extensions, renewals, modifications or replacements of said leases together with all rents, revenues, royalties, issues, profits, income and other benefits at anytime accruing from the Property or by virtue of any and all such leases and occupancy agreements, and together with any and all guarantees of the obligations of the lessees under said leases and occupancy agreements, whether now existing or hereafter executed, and all extensions, renewals, modifications or replacements of said guarantees. Said leases and occupancy agreements together with any and all guarantees and all extensions, renewals, modifications and replacements thereof, are hereinafter collectively and severally referred to as the "Lease".

2. Borrower's purpose in making this assignment is to relinquish to Lender its right to collect and enjoy the rents, revenues, royalties, issues, profits, income and other benefits at any time accruing from the Property or by virtue of the Lease (hereinafter called "Rents and Profits") as additional security for the indebtedness of Borrower to Lender evidenced by the Notes and other Loan Documents, and for the payment and performance of Borrower's obligations under this Assignment, the Mortgage and Security Agreement ("Mortgage") made by Borrower to Lender of even date herewith, and the other Loan Documents (all such indebtedness and obligations being referred to herein collectively as the "Obligation").

3. This Assignment shall be a present, absolute and unconditional assignment and shall, immediately upon execution, give Lender the right to collect the Rents and Profits and to apply them in

payment of the principal and interest and all other sums payable on the Obligation, as well as all other sums payable under the Loan Documents. However, Lender hereby grants to Borrower a license to collect, subject to the provisions set forth below and in the Loan Documents, the Rents and Profits as they respectively become due and to enforce the Lease, so long as there is no default by Borrower in performance of the terms, covenants or provisions of the Mortgage, the Loan Documents or this Assignment. Nothing contained herein, nor any collection of Rents and Profits by Lender or by a receiver, shall be construed to make Lender a "mortgagee-in-possession" of the Property so long as Lender has not itself entered into actual possession of the Property.

4. Upon the occurrence of any uncured default or event of default under the terms and conditions of this Assignment or any of the Loan Documents, this Assignment shall constitute a direction to and full authority to the lessees and any guarantor of the Lease to pay all Rents and Profits to Lender upon written demand by Lender without proof of the default relied upon. Borrower hereby irrevocably authorizes the lessees and any guarantor to rely upon and comply with any notice or demand by Lender for the payment to Lender of any Rents and Profits due or to become due. Neither any lessee nor any guarantor shall have any right or duty to inquire whether a default has actually occurred and Borrower shall have no claims against lessees or any guarantor for any Rents and Profits paid by lessees or such guarantor to Lender pursuant to Lender's demand or notice.

5. Borrower warrants to Lender:

(A) that no default on the part of Borrower exists under any Lease;

(B) that no rent has been or will be collected by Borrower or its successors or assigns under any Lease more than one month in advance of its due date; and

(C) that no Lease nor any interest in any Lease has been previously or will be assigned or pledged by Borrower or its successors or assigns.

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

6. Borrower further covenants and agrees with Lender as follows:

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

(B) Borrower shall provide copies of all Leases to Lender upon demand.

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

(D) Borrower shall not collect any Rents and Profits more than one month in advance of the date on which they become due under the terms of the Lease.

(E) Borrower shall not execute any further assignment of any of the Rents and Profits or any interest therein or suffer or permit any such assignment to occur by operation of law.

(F) With the exception of the Mortgage, Borrower shall not request, consent to, agree to or accept a subordination of the Lease to any mortgage or other encumbrance now or hereafter affecting the Property or any part thereof, or suffer or permit conversion of any Lease to a sublease, nor suffer or permit the assignment of any Lease by any lessee.

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

(H) Nothing herein shall be construed to impose any liability or obligation on Lender under or with respect to the Lease. Borrower shall indemnify and hold Lender harmless from and against any and all liabilities, losses and damages which Lender may incur under the Lease or by reason of this Assignment, and Borrower shall immediately upon demand reimburse Lender for the amount thereof together with all costs and expenses and reasonable attorneys' fees incurred by Lender. All of the foregoing sums shall bear interest until paid at the rate set forth in the Obligation. Any Rents and Profits collected by Lender may be applied by Lender in its discretion in satisfaction of any such liability, loss, damage, claim, demand, costs, expense or fees.

7. Borrower hereby grants to Lender the following rights:

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

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

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

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

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

(ii) Lender shall have the right to apply the Rents and Profits and any sums recovered by Lender pursuant to Paragraph 7(A) hereof to Borrower's outstanding indebtedness to Lender secured hereby or by any of the Loan Documents, as well as to charges for taxes, insurance, improvements, maintenance and other items relating to the operation of the Property, in such amounts and in such order as Lender shall deem desirable in its sole subjective discretion.

8. Borrower further covenants and agrees as follows:

(A) Failure by Lender to exercise any right which it may have hereunder shall not be deemed a waiver thereof unless so agreed in writing by Lender, and the waiver by Lender of any default hereunder shall not constitute a continuing waiver or a waiver of any other default or of the same default on any future occasion. No collection by Lender of any Rents and Profits pursuant to this Assignment shall constitute or result in a waiver of any default then existing hereunder or under any of the other Loan Documents.

(B) If any provision under this Assignment or the application thereof to any entity, person or circumstance shall be invalid, illegal or unenforceable to any extent, the remainder of this Assignment and the application of the provisions hereof to other entities, persons or circumstances shall not be affected thereby and shall be enforced to the fullest extent permitted by law.

(C) This Assignment may not be amended, modified or otherwise changed except by a written instrument duly executed by Borrower and Lender.

(D) This Assignment shall be in full force and effect continuously from the date hereof to and until the Mortgage shall be released of record, and the release of the Mortgage shall, for all purposes, automatically terminate this Assignment and render this Assignment null and void and of no effect whatsoever.

(E) All notices, demands, requests or other communications to be sent by one party to the other hereunder or required by law shall be given and become effective as provided in the Mortgage.

(F) This Assignment shall be governed by the laws of the State of Florida.

(G) In addition to, but not in lieu of, any other rights hereunder, Lender shall have the right to institute suit and obtain a protective or mandatory injunction against Borrower to prevent a breach or default, or to reinforce the observance, of the agreements, covenants, terms and conditions contained herein, as well as the right to damages occasioned by any breach or default by Borrower.

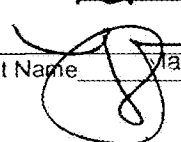
(H) This Assignment shall continue and remain in full force and effect during any period of foreclosure with respect to the Property.

(I) Borrower hereby covenants and agrees that Lender shall be entitled to all of the rights, remedies and benefits available by statute, at law, in equity or as a matter of practice for the enforcement and perfection of the intents and purposes hereof. Lender shall, as a matter of absolute right, be entitled, upon application to a court of applicable jurisdiction, to the appointment of a receiver or keeper to obtain and secure the rights of Lender hereunder and the benefits intended to be provided to Lender hereunder.

IN WITNESS WHEREOF, Borrower has executed this instrument as of the day and year set forth above.

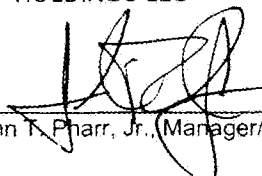
Signed, sealed and delivered
in the presence of:


Print Name: CHERYL SNYDER


Print Name: Matthew C. Hoffman

BORROWER:

JTP HOLDINGS OF PENSACOLA II, LLC
a Florida limited liability company f/k/a
JTP HOLDINGS LLC

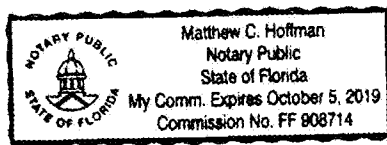
By: 
John T. Pharr, Jr., (Manager/Member)

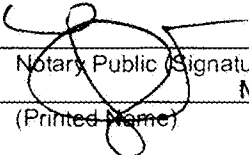
STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was sworn to, acknowledged and subscribed before me this 10th day of November, 2015, by John T. Pharr, Jr., Manager/Member of JTP Holdings of Pensacola II, LLC, a Florida limited liability company, f/k/a JTP Holdings LLC, on behalf of the company. He is personally known to me or has produced a valid driver's license as identification.

My Commission Expires:

(AFFIX NOTARY SEAL)





Notary Public (Signature)

Matthew C. Hoffman

(Printed Name)

(Title or Rank)

(Serial Number, if any)

Exhibit "A"

All of Block 60, Belmont Tract, in the City of Pensacola, Escambia County, Florida, according to the map of the said City copyrighted by Thomas C. Watson in 1906.

Less and Except therefrom that portion thereof previously conveyed to Swan House Special Events, Inc., by Deed recorded in Official Records Book 4547, Page 80, being more particularly described as follows:

A portion of Lots 4, 5, 6, 7, 8, 9 and 10, Block 60, Belmont Tract, City of Pensacola, Escambia County, Florida, according to the Map of said City copyrighted by Thomas C. Watson in 1906, more particularly described as follows: Begin at the most Northwesterly corner of said Lot 10, also being the intersection of the South right-of-way line of Brainerd Street (50 foot right of way) and the East right-of-way line of Guillemard Street (50 foot right of way); thence Easterly along the said South right-of-way line for a distance of 99.00 feet; thence Southerly deflecting 89 degrees 51 minutes 10 seconds to the right for a distance of 173.28 feet; thence Westerly deflecting 90 degrees 08 minutes 50 seconds to the right for a distance of 22.60 feet; thence Southerly deflecting 90 degrees 08 minutes 40 seconds to the left for a distance of 16.72 feet; thence Westerly deflecting 90 degrees 08 minutes 40 seconds to the right for a distance of 76.41 feet to the East right-of-way line of said Guillemard Street; thence Northerly deflecting 89 degrees 51 minutes 20 seconds to the right along the said East right-of-way line for a distance of 190.00 feet to the Point of Beginning.

Also Less and Except therefrom that portion thereof conveyed to Manna Food Bank, Inc. by Deed recorded in Official Records Book 4882, Page 1014, being more particularly described as follows: Commencing at the Northwest corner of Block 60, Belmont Tract, in the City of Pensacola, Escambia County, Florida, according to the map of said City as copyrighted by Thomas C. Watson in 1906; thence go North 80 degrees 00 minutes 00 seconds East along the Southerly right of way line of Brainerd Street (50 foot right of way) a distance of 99.34 feet to the Point of Beginning; thence continue North 80 degrees 00 minutes 00 seconds East along the Southerly right of way line a distance of 213.95 feet; thence departing said right of way line go South 15 degrees 20 minutes 45 seconds West a distance of 331.95 feet to the Northerly right of way line of Gonzalez Street (50 foot right of way); thence go South 80 degrees 00 minutes 00 seconds West along said Northerly right of way line a distance of 33.94 feet; thence departing said right of way line go North 10 degrees 34 minutes 23 seconds West a distance of 142.41 feet; thence go South 82 degrees 11 minutes 23 seconds West a distance of 36.31 feet to the East line of the West 99.34 feet of the North 16.42 feet of Lot 5, Block 60, of the aforesaid Belmont Tract; thence go North 10 degrees 00 minutes 00 seconds West along the East line of the West 99.34 feet of the North 16.42 feet of said Lot 5, Block 60, and the West 99.34 feet of Lots 6, 7, 8, 9 and 10, Block 60, of the aforesaid Belmont Tract a distance of 156.20 feet to the Point of Beginning. The above described parcel of land is situated in a portion of Sections 19 and 23, Township 2 South, Range 30 West, Escambia County, Florida.

And

Commencing at the Northwest corner of Block 60, Belmont Tract, in the City of Pensacola, Escambia County, Florida, according to the map of said City as copyrighted by Thomas C. Watson in 1906; thence go North 80 degrees 00 minutes 00 seconds East along the Southerly right of way line of Brainerd Street (50 foot right of way) a distance of 99.34 feet; thence continue North 80 degrees 00 minutes 00 seconds East along the said right of way line a distance of 213.95 feet to the Point of Beginning; thence continue North 80 degrees 00 minutes 00 seconds East along said right of way line a distance of 16.71 feet to the Northeast corner of the aforesaid Block 60; thence go South 10 degrees 00 minutes 00 seconds East along the Westerly right of way line of Tarragona Street (100 foot right of way) a distance of 300.00 feet to the Southeast corner of the aforesaid Block 60; thence go South 80 degrees 00 minutes 00 seconds West along the Northerly right of way line of Gonzalez Street (50 foot right of way) a distance of 158.81 feet; thence go North 15 degrees 20 minutes 45 seconds East a distance of 331.95 feet to the Point of Beginning. The above described parcel of land is situated in a portion of Section 19, Township 2 South, Range 30 West, Escambia County, Florida.

**STATE OF FLORIDA UNIFORM COMMERCIAL CODE
FINANCING STATEMENT FORM**

A. NAME & DAYTIME PHONE NUMBER OF CONTACT PERSON Matthew C. Hoffman (850) 266-2300	
B. Email Address	
C. SEND ACKNOWLEDGEMENT TO:	
Name	Carver, Darden, Koretzky, Tessier, Finn, Blossman & Areaux, LLC
Address	801 West Romana Street - Suite A
Address	
City, State, Zip	Pensacola, FL 32502

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

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

1.a ORGANIZATION'S NAME JTP HOLDINGS OF PENSACOLA II, LLC				
1.b INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S) INITIAL(S)	SUFFIX	
1.c MAILING ADDRESS Line One 3014 E. CERVANTES STREET, SUITE A		This space not available		
MAILING ADDRESS Line Two	CITY PENSACOLA	STATE FL	POSTAL CODE 32502	COUNTRY USA

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

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

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

3.a ORGANIZATION'S NAME BANK OF PENSACOLA				
3.b INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S) INITIAL(S)	SUFFIX	
3.c MAILING ADDRESS Line One 500 SOUTH PALAFOX STREET, SUITE 100		This space not available		
MAILING ADDRESS Line Two	CITY PENSACOLA	STATE FL	POSTAL CODE 32502	COUNTRY USA

4. This FINANCING STATEMENT covers the following collateral:

See Schedule "A" and Exhibit "A" attached hereto and incorporated herein.

5. ALTERNATE DESIGNATION (if applicable)

☐ LESSEE/LESSOR	☐ CONSIGNEE/CONSIGNOR	☐ BAILEE/BAILOR
☐ AGENT	☐ NON-UCC FILING	☐ SELLER/BUYER

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

☒ All documentary stamps due and payable or to become due and payable pursuant to s. 201.22 F.S., have been paid.
☐ Florida Documentary Stamp Tax is not required.

7. OPTIONAL FILER REFERENCE DATA

4677 42984 - Bank of Pensacola

**STATE OF FLORIDA UNIFORM COMMERCIAL CODE
FINANCING STATEMENT FORM – ADDENDUM**
8. NAME OF FIRST DEBTOR (1a OR 1b) ON RELATED FINANCING STATEMENT

8a ORGANIZATION'S NAME JTP HOLDINGS OF PENSACOLA II, LLC			
8b INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S) INITIAL(S)	SUFFIX

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

9. MISCELLANEOUS:
10. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME – INSERT ONLY ONE DEBTOR NAME (10a OR 10b) – Do Not Abbreviate or Combine Names

10a ORGANIZATION'S NAME				
10b INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S) INITIAL(S)	SUFFIX	
10c MAILING ADDRESS Line One	This space not available.			
MAILING ADDRESS Line Two	CITY	STATE	POSTAL CODE	COUNTRY

11. SECURED PARTY'S NAME (or NAME of TOTAL ASSIGNEE of ASSIGNOR'S Pt) – INSERT ONLY ONE SECURED PARTY (11a OR 11b)

11a ORGANIZATION'S NAME BANK OF PENSACOLA				
11b INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S) INITIAL(S)	SUFFIX	
11c MAILING ADDRESS Line One 500 SOUTH PALAFOX STREET, SUITE 100	This space not available.			
MAILING ADDRESS Line Two	CITY PENSACOLA	STATE FL	POSTAL CODE 32502	COUNTRY USA

 12. This FINANCING STATEMENT covers ☐ as-extracted collateral, or is filed as a ☐ timber to be cut or fixture filing

13. Description of real estate

SEE SCHEDULE "A" AND EXHIBIT "A" ATTACHED HERETO AND INCORPORATED HEREIN

14. Name and address of a RECORD OWNER of above-described real estate (if Debtor does not have a record interest)

15. Additional collateral description

 16. Check only if applicable and check only one box.

 Collateral is ☐ Held in Trust
☐ Being administered by Decedent's Personal Representative

 17. Check only if applicable and check only one box

☐ Debtor is a TRANSMITTING UTILITY
☐ Filed in connection with a Manufactured-Home Transaction – effective 30 years

Debtor: JTP Holdings of Pensacola II, LLC, also collectively referred to as "Mortgagor" in this Exhibit

Secured Party: BANK OF PENSACOLA - also referred to as Lender in this Exhibit

SCHEDULE "A"

(a) The land located in the County of Escambia, State of Florida,
as more specifically described in **Exhibit "A"**.

together with all mineral, oil and gas rights appurtenant to said land, and all shrubbery, trees and crops now growing or hereafter grown upon said land (collectively the "Land"); and

(b) **TOGETHER WITH** all buildings, structures, roads, drives, parking lots, sewerage and utility lines and all other improvements now or hereafter located on said Land and all fixtures, contract rights and general intangibles (as such terms are defined in the UCC under Florida law) now or hereafter located on or used in the development or operation of, the Land, including but not limited to: (i) all property and equipment affixed to the Land, which, to the fullest extent permitted by law, shall be deemed fixtures and a part of the Land, (ii) any and all rights and benefits of Mortgagor relating to the Land, including, but not limited to, construction contracts, architect contracts, service contracts, advertising contracts, purchase orders, general intangibles, permits, licenses, actions and right of action, deposits by or with Mortgagor, prepaid expenses, permits, licenses, interests, estates or other claims, insurance proceeds, and prepaid insurance premiums, and (iii) all right title and interest of the Mortgagor in all trade names hereinafter used in connection with the Land (hereinafter collectively the "Improvements"); and

(c) **TOGETHER WITH** all easements, rights-of-way, gores of land, streets, ways, alleys, passages, sewer rights, water courses, water rights and powers, and all appurtenances whatsoever, in any way belonging, relating or appertaining to any of the mortgaged property described in Sections (a) and (b) hereof, or which hereafter shall in any way belong, relate or be appurtenant thereto, whether now owned or hereafter acquired by the Mortgagor; and

(d) **TOGETHER WITH** any and all present and future leases or subleases affecting the property described in Sections (a), (b) and (c) above, and all rents, income, and profits therefrom, including without limitation, any and all rents, income, profits, bonuses, revenues, royalties, cash or security deposits, advance rentals and other payments, and further including Mortgagor's rights to enforce all present and future leases or subleases and to receive and enforce any rights that Mortgagor might have to collect rental and all other payments; and

(e) **TOGETHER WITH** any and all present and future deposits or other security or advance payments, including rental payments, made by or on behalf of Mortgagor to others, with respect to (i) utility service regarding the property described in Sections (a), (b), (c) and (d) above, (ii) cleaning, maintenance, repair, or similar services regarding the property described in Sections (a), (b), (c) and (d) above, (iii) refuse, removal or sewer service regarding the property described in Sections (a), (b), (c) and (d) above, and (iv) parking or similar services or rights regarding the property described in Sections (a), (b), (c) and (d) above; and

(f) **TOGETHER WITH** any and all present and future options to sell or to lease the property described in Sections (a), (b), (c), (d) and (e) above, or any interests therein; and

(g) **TOGETHER WITH** any and all of Mortgagor's present and future contract rights, instruments, documents, and general intangibles necessary for use or useful in connection with the ownership and operation of all or any part of the property described in Sections (a), (b), (c), (d), (e) and (f) above, whether now existing or hereafter created, or otherwise acquired by Mortgagor, and all liens, security interests, guaranties, remedies, privileges and other rights pertaining thereto, and all rights and remedies of any kind forming the subject matter thereof; and

(h) **TOGETHER WITH** any and all proceeds derived or to be derived from the sale, transfer, conveyance, insurance loss, damage, destruction, condemnation, expropriation, or other taking of the property described in Sections (a), (b), (c), (d), (e), (f) and (g) above, or any other proceeds and proceeds of proceeds, and any unearned insurance premiums relating thereto, including the rights of Mortgagor to receive such proceeds directly from the obligor or obligors therefore, and to further enforce any rights that Mortgagor may have to collect such proceeds, including without limitation, Mortgagor's rights to commence an appropriate collection or enforcement action or actions incident thereto.

Exhibit "A"

All of Block 60, Belmont Tract, in the City of Pensacola, Escambia County, Florida, according to the map of the said City copyrighted by Thomas C. Watson in 1906.

Less and Except therefrom that portion thereof previously conveyed to Swan House Special Events, Inc., by Deed recorded in Official Records Book 4547, Page 80, being more particularly described as follows:

A portion of Lots 4, 5, 6, 7, 8, 9 and 10, Block 60, Belmont Tract, City of Pensacola, Escambia County, Florida, according to the Map of said City copyrighted by Thomas C. Watson in 1906, more particularly described as follows: Begin at the most Northwestern corner of said Lot 10, also being the intersection of the South right-of-way line of Brainerd Street (50 foot right of way) and the East right-of-way line of Guillemard Street (50 foot right of way); thence Easterly along the said South right-of-way line for a distance of 99.00 feet; thence Southerly deflecting 89 degrees 51 minutes 10 seconds to the right for a distance of 173.28 feet; thence Westerly deflecting 90 degrees 08 minutes 50 seconds to the right for a distance of 22.60 feet; thence Southerly deflecting 90 degrees 08 minutes 40 seconds to the left for a distance of 16.72 feet; thence Westerly deflecting 90 degrees 08 minutes 40 seconds to the right for a distance of 76.41 feet to the East right-of-way line of said Guillemard Street; thence Northerly deflecting 89 degrees 51 minutes 20 seconds to the right along the said East right-of-way line for a distance of 190.00 feet to the Point of Beginning.

Also Less and Except therefrom that portion thereof conveyed to Manna Food Bank, Inc. by Deed recorded in Official Records Book 4882, Page 1014, being more particularly described as follows: Commencing at the Northwest corner of Block 60, Belmont Tract, in the City of Pensacola, Escambia County, Florida, according to the map of said City as copyrighted by Thomas C. Watson in 1906; thence go North 80 degrees 00 minutes 00 seconds East along the Southerly right of way line of Brainerd Street (50 foot right of way) a distance of 99.34 feet to the Point of Beginning; thence continue North 80 degrees 00 minutes 00 seconds East along the Southerly right of way line a distance of 213.95 feet; thence departing said right of way line go South 15 degrees 20 minutes 45 seconds West a distance of 331.95 feet to the Northerly right of way line of Gonzalez Street (50 foot right of way); thence go South 80 degrees 00 minutes 00 seconds West along said Northerly right of way line a distance of 33.94 feet; thence departing said right of way line go North 10 degrees 34 minutes 23 seconds West a distance of 142.41 feet; thence go South 82 degrees 11 minutes 23 seconds West a distance of 36.31 feet to the East line of the West 99.34 feet of the North 16.42 feet of Lot 5, Block 60, of the aforesaid Belmont Tract; thence go North 10 degrees 00 minutes 00 seconds West along the East line of the West 99.34 feet of the North 16.42 feet of said Lot 5, Block 60, and the West 99.34 feet of Lots 6, 7, 8, 9 and 10, Block 60, of the aforesaid Belmont Tract a distance of 156.20 feet to the Point of Beginning. The above described parcel of land is situated in a portion of Sections 19 and 23, Township 2 South, Range 30 West, Escambia County, Florida.

And

Commencing at the Northwest corner of Block 60, Belmont Tract, in the City of Pensacola, Escambia County, Florida, according to the map of said City as copyrighted by Thomas C. Watson in 1906; thence go North 80 degrees 00 minutes 00 seconds East along the Southerly right of way line of Brainerd Street (50 foot right of way) a distance of 99.34 feet; thence continue North 80 degrees 00 minutes 00 seconds East along the said right of way line a distance of 213.95 feet to the Point of Beginning; thence continue North 80 degrees 00 minutes 00 seconds East along said right of way line a distance of 16.71 feet to the Northeast corner of the aforesaid Block 60; thence go South 10 degrees 00 minutes 00 seconds East along the Westerly right of way line of Tarragona Street (100 foot right of way) a distance of 300.00 feet to the Southeast corner of the aforesaid Block 60; thence go South 80 degrees 00 minutes 00 seconds West along the Northerly right of way line of Gonzalez Street (50 foot right of way) a distance of 158.81 feet; thence go North 15 degrees 20 minutes 45 seconds East a distance of 331.95 feet to the Point of Beginning. The above described parcel of land is situated in a portion of Section 19, Township 2 South, Range 30 West, Escambia County, Florida.

THIS INSTRUMENT WAS PREPARED BY
MATTHEW C. HOFFMAN, ESQ. OF
CARVER DARDEN KORETZKY TESSIER
FINN BLOSSMAN & AREAUX, LLC
801 W. ROMANA STREET, SUITE A
PENSACOLA, FLORIDA 32502
850-266-2300
File No.: 4677.42984

STATE OF FLORIDA

COUNTIES OF ESCAMBIA

CROSS-COLLATERALIZATION/CROSS-DEFAULT AGREEMENT

This Cross-Collateralization/Cross-Default Agreement (this "Agreement") is made and executed effective as of the this 10th day of November 2015 by **ELECTRONIC DISPLAY NETWORKS, INC., a Florida corporation ("EDN")**, **PHARR BOUNDS HOLDINGS, INC., a Florida corporation ("Pharr Bounds")**, **JTP HOLDINGS OF PENSACOLA II, LLC, a Florida limited liability company ("JTP Holdings"; hereinafter EDN, Pharr Bounds, and JTP Holdings are individually, collectively, and interchangeably referred to as "Borrower Parties")**, and **JOHN T. PHARR, JR. AND MILLIE A. PHARR, husband and wife (individually, collectively, and interchangeably referred to as the "Pharrs")** for the express and direct benefit of **BANK OF PENSACOLA, a Florida banking corporation ("Lender")**, having a mailing address of 500 South Palafox Street, Suite 100, Pensacola, FL 32502.

WITNESSETH:

WHEREAS, Lender made a loan to EDN pursuant to that certain Promissory Note dated November 10, 2015 in the original principal amount of \$192,000.00 ("EDN Loan");

WHEREAS, Lender made a loan to Pharr Bounds pursuant to that certain Promissory Note dated November 10, 2015 in the original principal amount of \$164,000.00 ("Pharr Bounds Loan");

WHEREAS, Lender made a loan to JTP Holdings pursuant to that certain Promissory Note dated November 10, 2015 in the original principal amount of \$208,000.00 ("JTP Loan");

WHEREAS, the EDN Loan, Pharr Bounds Loan, and JTP Loan are hereinafter individually, collectively, and interchangeably referred to as the "Loans";

WHEREAS, the EDN Loan is secured by that certain Mortgage, executed by the Pharrs dated November 10, 2015 ("EDN Mortgage"), which EDN Mortgage was a first mortgage lien on the property described therein, said property being generally referred to as 1306 Cervantes Street, Pensacola, FL 32501;

WHEREAS, the Pharr Bounds Loan is secured by that certain Mortgage, executed by Pharr Bounds dated November 10, 2015 ("Pharr Bounds Mortgage"), which Pharr Bounds Mortgage was a first mortgage lien on the property described therein, said property being generally referred to as 317 & 319 N. Spring Street, Pensacola, FL 32501;

WHEREAS, the JTP Loan is secured by that certain Mortgage, executed by JTP Holdings dated November 10, 2015 ("JTP Mortgage"), which JTP Mortgage was a first mortgage lien on the property described therein, said property being generally referred to as 114 E. Gonzalez Street, Pensacola, FL 32501;

WHEREAS, Borrower Parties have executed the promissory notes evidencing the Loans, and other documents relating or pertaining to the Loans, including without limitation, all promissory notes, credit agreements, loan agreements, environmental agreements, guarantees, security agreements, mortgages, collateral mortgages, deeds of trust, and all other instruments, hedge agreements, and all confirmations relating thereto, and all other agreements and documents, whether now or hereafter existing, executed in connection with said Loans, all as amended, renewed and replaced (hereinafter collectively the "Loan Documents"); and

NOW, THEREFORE, in consideration of the covenants and agreements herein contained, and for other valuable consideration the receipt and adequacy of which are hereby acknowledged, the parties agree as follows:

AGREEMENT

1. **Recitals.** The Recitals referenced above are hereby acknowledged as being true and accurate and are incorporated herein by reference. The Recitals are a substantive, contractual part of this Agreement.

2. **Cross-Collateralized.** The EDN Loan, Pharr Bounds Loan, and JTP Loan are hereby cross-collateralized in all respects whatsoever, so that any and all collateral securing the Loans shall stand as security jointly and severally for any and all amounts due under the Loans. Accordingly, and without limitation, the property of Borrower Parties and the Pharrs, as encumbered by the EDN Mortgage, the Pharr Bounds Mortgage, and the JTP Mortgage shall secure the indebtedness due and owing under the Loans. The EDN Loan, Pharr Bounds Loan, and JTP Loan and all loan documents relating thereto, including but not limited to any guarantees related thereto, are hereby amended and modified and to the extent necessary to evidence the Borrower Parties' intent as set forth in this Agreement.

3. **Cross-Default.** Any default or event of default under either the EDN Loan, Pharr Bounds Loan, or JTP Loan, or any default or event of default set forth in any documents relating thereto, including but not limited to any loan agreements or guarantees related thereto, shall constitute a default and/or event of default under all of the Loans. In the event of a default or event of default under any Loan, any and all amounts due under the other Loans may become immediately due and payable in full at the option of Lender, and Lender shall have the full right and authority to pursue any and all rights and remedies available under the loan documents and under applicable law.

4. **Acknowledgment.** Borrower Parties agree that Lender has complied with each and every term, covenant and condition of the promissory notes evidencing the Loans, and all other documents and agreements relating thereto.

5. **Reservation of Rights.** It is expressly understood and agreed that nothing contained herein shall be deemed to discharge, release, limit or otherwise affect any rights or claims of Lender against any persons or parties who are obligated to Lender under the promissory notes evidencing the Loans except as provided in this Agreement with respect to those Borrower Parties who have executed this Agreement, and Lender expressly reserves all rights against all such other persons and parties, if any, obligated to Lender under the Loans or the Loan Documents, whether as makers, endorsers, sureties, guarantors or otherwise.

6. **Binding.** This Agreement shall be binding upon and shall inure to the benefit of the heirs, legal representatives and assigns and successors of Borrower Parties, the Pharrs, and Lender.

7. **Caption Headings.** Caption headings of this Agreement are for convenience purposes only and are not to be used to interpret or to define their provisions. In this Agreement, whenever the context so requires, the singular includes the plural and the plural also includes the singular.

8. **Counterparts.** This Agreement may be executed in multiple counterparts, each of which for all purposes shall be deemed to be an original, and all such counterparts shall together constitute but one and the same Agreement.

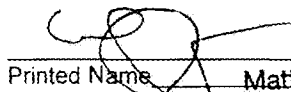
[continued on next page]

IN WITNESS WHEREOF, Borrower Parties and the Pharrs have executed this instrument as of the day and year set forth above, for the direct benefit of Lender.

WITNESSES:

As to all but Millie A. Pharr:

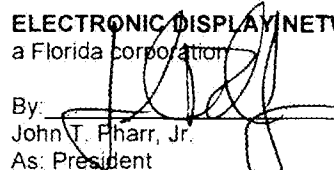

Printed Name CHERYL SNYDER


Printed Name Matthew C. Hoffman

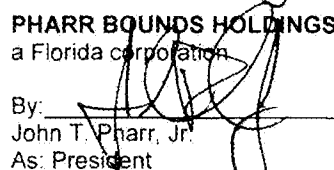
As to Millie A. Pharr:


Matthew C. Hoffman

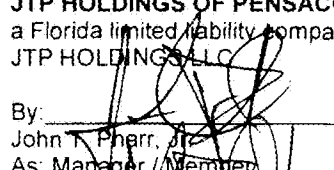
ELECTRONIC DISPLAY NETWORKS, INC.
a Florida corporation

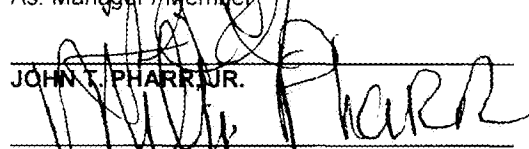
By: 
John T. Pharr, Jr.
As: President

PHARR BOUNDS HOLDINGS, INC.
a Florida corporation

By: 
John T. Pharr, Jr.
As: President

JTP HOLDINGS OF PENSACOLA II, LLC
a Florida limited liability company f/k/a
JTP HOLDINGS LLC

By: 
John T. Pharr, Jr.
As: Manager / Member

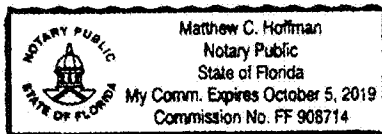

JOHN T. PHARR, JR.
MILLIE A. PHARR

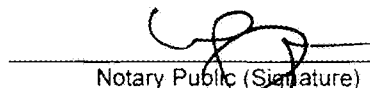
STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was sworn to, acknowledged and subscribed before me this 10th day of November, 2015, by John T. Pharr, Jr. and Millie A. Pharr individually, by John T. Pharr, Jr. as President of Electronic Display Networks, Inc., a Florida corporation, as President of Pharr Bounds Holdings, Inc., a Florida corporation, and as Manager/Member of JTP Holdings of Pensacola II, LLC, a Florida limited liability company, f/k/a JTP Holdings LLC, on behalf of said corporations and company. They are () personally known to me or have (✓) produced a valid driver's license as identification.

My Commission Expires:

(AFFIX NOTARY SEAL)




Notary Public (Signature)
Matthew C. Hoffman
(Printed Name)

THIS INSTRUMENT WAS PREPARED BY
MATTHEW C. HOFFMAN, ESQUIRE, OF
CARVER DARDEN KORETZKY TESSIER
FINN BLOSSMAN & AREAUX, LLC
801 WEST ROMANA STREET, SUITE A
PENSACOLA, FLORIDA 32502
850-266-2300
FILE NO. 4677.43846

RENEWAL AND MODIFICATION OF MORTGAGE AND SECURITY AGREEMENT

THIS RENEWAL AND MODIFICATION OF MORTGAGE AND SECURITY AGREEMENT (this "Modification") is made and delivered this 21st day of November, 2018 between **JTP HOLDINGS OF PENSACOLA II, LLC**, a Florida limited liability company, f/k/a JTP Holdings LLC ("Mortgagor"), whose address is 3014 East Cervantes Street, Suite A., Pensacola, FL 32503, and **BANK OF PENSACOLA**, a Florida banking corporation ("Lender"), whose address is 500 South Palafox St., Suite 100, Pensacola, FL 32502.

WITNESSETH:

WHEREAS, on or about November 10, 2015, Mortgagor executed that certain Promissory Note dated November 10, 2015, payable to the order of Lender, in the original principal amount of \$208,000.00 (hereinafter the "Current Note"); and

WHEREAS, the Current Note, and any and all amendments, extensions, renewals, replacements, substitutions and modifications and consolidations thereof, are secured by that certain Mortgage and Security Agreement dated November 10, 2015 recorded in **Official Records Book 7435, Page 505** of the public records of Escambia County, Florida (hereinafter collectively referred to as the "Mortgage"); and

WHEREAS, at the request of Mortgagor, Lender has agreed to renew the Current Note, as evidenced by that certain Renewal Promissory Note of even date in the original principal amount of \$188,329.28 (the "**Renewal Note**"). The Renewal Note shall continue to be secured by the Mortgage, repayable as set forth in the Renewal Note; and

WHEREAS, at the request of Mortgagor, Lender has also agreed to make a loan to Mortgagor in the amount of \$25,000.00, to be secured as an additional advance as permitted under the Mortgage, said additional loan to be evidenced by that certain Promissory Note of even date in the original principal amount of \$25,000.00 (the "Additional Advance Note"). The Additional Advance Note shall also be secured by the Mortgage, repayable as respectively set forth in the Additional Advance Note; and

WHEREAS, the Renewal Note, the Additional Advance Note, the Mortgage, this Modification, the Loan Agreement of even date pertaining to the Additional Advance Note, and all other agreements, mortgages, security agreements, guarantees, assignments and documents relating to the Loan are hereinafter referred to as the "Loan Documents"; and

WHEREAS, this instrument is executed to modify the Mortgage to allow for the additional advance evidenced by the Additional Advance Note;

Now therefore, in consideration of the foregoing recitals and other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

Documentary stamp tax and intangible tax have previously been paid on the existing principal balance of \$188,329.28 due and owing under the Renewal Note, and this balance is not subject to additional documentary stamp tax or intangible tax pursuant to Florida Statute section 201.09 and Florida Administrative Code Section 12B-4.054. This Modification is a renewal mortgage as defined in Florida Administrative Code Section 12B-4.052(13). Documentary stamp tax and intangible tax are computed and paid on the additional advance amount of \$25,000.00.

1. Recitals. The Recitals referenced above are hereby acknowledged as being true and accurate and are incorporated herein by reference.

2. Definitions.

(a) In addition to the definition set forth in the Mortgage, "Note" shall individually, collectively, and interchangeably include the Renewal Note, the Additional Advance Note, and any and all modifications, amendments, renewals and replacements thereof.

(b) All capitalized terms used herein, unless otherwise defined, shall have their same respective meanings herein as in the Mortgage and Assignment, as applicable.

3. Additional Advance. Lender has this date made an additional revolving loan to Mortgage in the original principal amount of Twenty-Five Thousand and No/100 Dollars (\$25,000.00) as evidence by the Additional Advance Note. This Modification and said Additional Advance Note evidences an additional advance made at the option of the Lender pursuant to the provisions of the Mortgage, and is secured hereunder. Lender has this date also renewed the Current Note, the current principal balance of which is One Hundred Eighty-Eight Thousand Three Hundred Twenty-Nine and 28/100 Dollars (\$188,329.28), as evidenced by the Renewal Note. Accordingly, the total principal amount secured hereunder is **Two Hundred Thirteen Thousand Three Hundred Twenty-Nine and 28/100 Dollars (\$213,329.28).**

4. Secured Obligations. In addition to the Mortgaged Property, the Mortgaged Property shall also secure all indebtedness due and owing under the Renewal Note and the Additional Advance Note. The Mortgage also continues to secure all future advances, as set forth in the Mortgage.

5. Acknowledgment. Mortgagor agrees that Lender has complied with each and every term, covenant and condition of the Current Note, the Mortgage, and all other documents and agreements relating thereto. The Loan Documents, as hereby modified, are hereby ratified, confirmed and affirmed by Mortgagor.

6. No Waiver or Implication. Mortgagor hereby agrees that no action, inaction or agreement by Lender, including without limitation, any indulgence, waiver, consent or agreement of modification which may have occurred or been granted or entered into with respect to non-payment of the Current Note or any portion thereof, or with respect to matters involving security for the Current Note, or with respect to any other matter relating to the Current Note, shall require or imply any further indulgence, waiver, consent or agreement by Lender. Mortgagor hereby acknowledges and agrees that Lender has made no agreement and is in no way obligated to grant any future indulgence, waiver or consent or enter into any further agreement of modification with respect to the Current Note or any matter relating to the Current Note.

7. Status and Reaffirmation. For purposes of this Section 7, Section 8 and Section 9, the terms "Mortgagor Parties" and "Lender Parties" shall mean and include, respectively, Mortgagor and all guarantors of the Note and Renewal Note, in the case of "Mortgagor Parties", and in the case of "Lender Parties", Lender and each of its respective predecessors, successors and assigns, and each past and present, direct and indirect, parent, subsidiary and affiliated entity of each of the foregoing, and each past and present employee, agent, attorney-in-fact, attorney-at-law, representative, officer, director, shareholder, partner and joint venturer of each of the foregoing, and each heir, executor, administrator, successor and assign of each of the foregoing; references in this paragraph to "any" of such parties shall be deemed to mean "any one or more" of such parties; and references in this sentence to "each of the foregoing" shall mean and refer cumulatively to each party referred to in this sentence up to the point of such reference. Mortgagor Parties hereby acknowledge, represent and agree: that Mortgagor Parties have no defenses, setoffs, claims, counterclaims or causes of action of any kind or nature whatsoever with respect to the Loan Documents or the indebtedness evidenced or secured thereby, or with respect to any other documents or instruments now or heretofore evidencing, securing or in any way relating to the Loan, or with respect to the administration or funding of the Loan or with respect to the collateral described in the Loan Documents, or with respect to any other transaction, matter or occurrence between any Mortgagor Parties and Lender Parties or with respect to any acts or omissions of any Lender Parties (all of said defenses, setoffs, claims, counterclaims or causes of action being hereinafter referred to as "Loan Related Claims"); that, to the extent that Mortgagor Parties may be deemed to have any Loan Related Claims, Mortgagor Parties hereby expressly waive, release and relinquish any and all such Loan Related

Claims, whether or not known to be suspected by Mortgagor Parties; that Mortgagor Parties shall not institute or cause to be instituted any legal action or proceeding of any kind based upon any Loan Related Claims; and that Mortgagor Parties shall indemnify, hold harmless and defend all Lender Parties from and against any and all Loan Related Claims, and any and all losses, damages, liabilities, costs and expenses suffered or incurred by any Lender Parties as a result of any assertion or allegation by and Mortgagor Parties of any Loan Related Claims or as a result of any legal action related thereto. Nothing herein shall constitute a novation of the Note or any other Loan Document. Except as expressly amended and modified herein, all terms, covenants and provisions of the Loan Documents shall remain unaltered and in full force and effect. Mortgagor Parties, jointly and severally, hereby ratify, re-affirm and confirm all of Mortgagor Parties' respective obligations set forth in the Note and other Loan Documents, as hereby amended, and agree to perform each and all of the covenants, agreements and obligations contained therein and to be bound by each and all of the terms and provisions thereof.

8. Reservation of Rights. It is expressly understood and agreed that nothing contained herein shall be deemed to discharge, release, limit or otherwise affect any rights or claims of Lender against any persons or parties who are obligated to Lender under the Note or with respect to the indebtedness evidenced thereby except as provided in this Agreement with respect to those Mortgagor Parties who have executed this Agreement, and Lender expressly reserves all rights against all such other persons and parties, if any, obligated to Lender under the Note or the Loan Documents, whether as makers, endorsers, sureties, guarantors or otherwise.

9. Taxes. Mortgagor Parties shall pay when due, and shall defend, indemnify and hold Lender harmless from and against all liability for, any and all documentary stamp tax, excise tax, intangible tax and other taxes or fees assessed or levied by any taxing authority against or with respect to this Agreement, the Note, the Loan Documents or the obligation and indebtedness evidenced or secured thereby.

10. Representations and Warranties. Mortgagor hereby makes and remakes each of the representations and warranties contained in the Mortgage as of the date hereof, which representations and warranties shall be deemed continuing and shall survive the execution and delivery hereof.

11. Reaffirmation. Except as expressly modified hereby, the Mortgage shall remain in full force and effect according to its original terms, covenants and conditions (which are incorporated herein by reference), and the modifications contained herein shall not be deemed to be a waiver by Lender of any rights contained in the Mortgage, including, but not limited to, the right to demand payment in full of the Renewal Note and Additional Advance Note, and to foreclose the Mortgage should the Mortgagor default in any of its obligations contained in the Renewal Note, the Additional Advance Note, the Mortgage, the other Loan Documents or in any other documents or instrument executed in connection with, or as security for, the obligations secured by this Mortgage.

12. Successors and Assigns. Mortgagor covenants that Mortgagor is the owner of the Mortgaged Property described in the Mortgage, and in consideration of the premises and of the making by Lender of the advance evidenced hereby, Mortgagor does acknowledge, covenant and agree that the Mortgage in favor of Lender secures the payment of the additional advance evidenced by this Modification, as well as all former indebtedness thereunder made by Lender to Mortgagor and that the Mortgage is binding upon Mortgagor, its successors and assigns.

13. Reproduction. Mortgagor acknowledges that Lender may reproduce (by electronic means or otherwise) any of the documents evidencing and/or securing the Renewal Note and the Additional Advance Note and thereafter may destroy the original documents. Mortgagor does hereby agree that any document so reproduced shall be the binding obligation of Mortgagor, enforceable and admissible in evidence against it to the same extent as if the original documents had not been destroyed.

14. Novation. The execution and delivery of this Agreement shall not constitute a novation or modification of the lien, encumbrance or security title of the Mortgage, which Mortgage shall retain its priority as originally filed for record. Mortgagor expressly agrees that the Renewal Note and Additional Advance Note (i.e. the Note) are in full force and effect, and that Mortgagor has no defense, claim, counterclaim or right of setoff, legal or equitable, arising out of or in connection with the loan transaction related hereto.

15. Governing Law. The Renewal Note, the Additional Advance Note, this Modification and the other Loan Documents were negotiated in the State of Florida by Lender's officers whose place of business is in the State of Florida, the proceeds of the Note secured hereby were and will be disbursed from the State of Florida, and payments under the Note are to be made to Lender in the State of Florida, which State the parties agree has a substantial relationship to the parties and to the underlying transaction embodied hereby. In all respects, including without limitation, matters of construction, validity and performance, the obligations arising under the Loan Documents shall be governed by and construed in accordance with substantive, procedural and constitutional laws of the State of Florida applicable to contracts made and performed in such State (excluding the law and principles thereof governing conflicts of laws) and any applicable law of the United States of America.

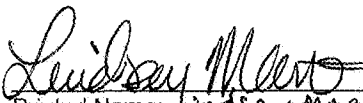
16. Multiple Counterparts. This Modification may be executed in multiple counterparts, each of which for all purposes shall be deemed to be an original, and all such counterparts shall together constitute but one and the same Modification.

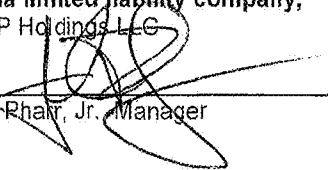
IN WITNESS WHEREOF, the Mortgagor and Lender have executed this instrument as of the day and year first above written.

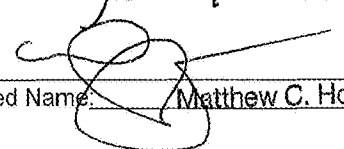
WITNESSES:

MORTGAGOR:

JTP HOLDINGS OF PENSACOLA II, LLC,
a Florida limited liability company,
f/k/a JTP Holdings LLC


Printed Name: Lindsay Martin

By: 
John T. Pharr, Jr., Manager


Printed Name: Matthew C. Hoffman

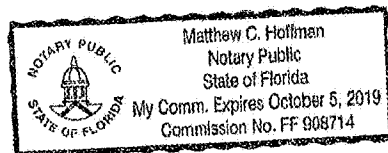
STATE OF FLORIDA

COUNTY OF ESCAMBIA

The foregoing instrument was sworn, subscribed and acknowledged before me this 21st day of November 2018, by John T. Pharr, Jr., as Manager of JTP Holdings of Pensacola II, LLC, a Florida limited liability company, f/k/a JTP Holdings LLC, on behalf of said company, who is ☒ personally known to me or has () produced a _____ as identification.

(AFFIX NOTARY SEAL)


Notary Public (Signature)
Matthew C. Hoffman
(Printed Name)

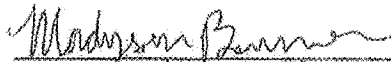


IN WITNESS WHEREOF, the Mortgagor and Lender have executed this instrument as of the day and year first above written.

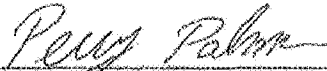
WITNESSES:

LENDER:


Printed Name: Connor Durant


Printed Name: Madysen Banner

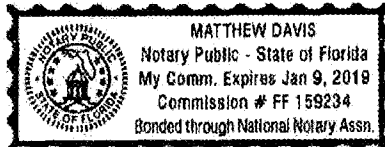
BANK OF PENSACOLA,
a Florida banking corporation,

By: 
Perry Palmer, Vice President

STATE OF FLORIDA

COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 28th day of November, 2018 by Perry Palmer Vice President of Bank of Pensacola, a Florida banking corporation, on behalf of the bank. He is personally known to me or has produced a valid driver's license as identification.



(AFFIX NOTARY SEAL)


Notary Public (Signature)

(Printed Name)

This instrument
was prepared by
Richard Barker, Jr.
Chief Financial Officer
City of Pensacola, Florida

LIEN FOR IMPROVEMENTS

The **CITY OF PENSACOLA**, a Florida municipal corporation, acting pursuant to Sections 4-3-19, 4-3-20, and 4-3-22 Code of the City of Pensacola, does hereby claim and impose a Lien of the following described real property located in Pensacola, Escambia County, Florida, to-wit:

JTP HOLDINGS LLC
114 E Gonzalez St

All Block 60 less Manna Food Bank Belmont Tract

in the total amount of \$219.00(Two Hundred Nineteen & 00/100)
for all cost incurred in clearing weeds, undergrowth, trash, filth, garbage or other refuse from the
aforementioned property on or about the 11th day of September, 2015. Said lien shall be equal in
dignity to all other special assessments for benefits against property within the City.

DATED this 2nd day of December, 2015

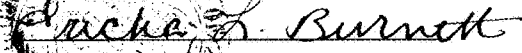
THE CITY OF PENSACOLA
a municipal corporation



BY:

ERIC W. OLSON
CITY ADMINISTRATOR

ATTEST

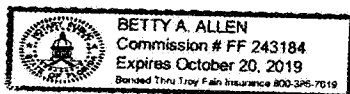


CITY CLERK
(SEAL)

STATE OF FLORIDA

COUNTY OF ESCAMBIA

THE FOREGOING INSTRUMENT was acknowledged before me this 3rd day of
December, 2015, by Eric W. Olson, City Administrator of the City of Pensacola, a Florida
municipal corporation, on behalf of said municipal corporation. He is personally known to me and ~~did~~/did
not take an oath.




NOTARY PUBLIC

This instrument
was prepared by
Richard Barker, Jr.
Chief Financial Officer
City of Pensacola, Florida

LIEN FOR IMPROVEMENTS

The **CITY OF PENSACOLA**, a Florida municipal corporation, acting pursuant to Sections 4-3-19, 4-3-20, and 4-3-22 Code of the City of Pensacola, does hereby claim and impose a Lien of the following described real property located in Pensacola, Escambia County, Florida, to-wit:

JTP HOLDINGS PENSACOLA II LLC
114 E Gonzalez St

All Block 60 less Manna Food Bank Belmont Tract

in the total amount of \$219.00(Two Hundred Nineteen & 00/100)
for all cost incurred in clearing weeds, undergrowth, trash, filth, garbage or other refuse from the
aforementioned property on or about the 5th day of February, 2016. Said lien shall be equal in
dignity to all other special assessments for benefits against property within the City.

DATED this 19th day of April, 2016

THE CITY OF PENSACOLA
a municipal corporation

Eric W. Olson

BY:

ERIC W. OLSON
CITY ADMINISTRATOR

ATTEST

Erica L. Burnett

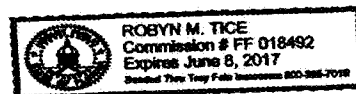
CITY CLERK
(SEAL)

STATE OF FLORIDA

COUNTY OF ESCAMBIA

THE FOREGOING INSTRUMENT was acknowledged before me this 26th day of
APRIL, 2016 by Eric W. Olson, City Administrator of the City of Pensacola, a Florida
municipal corporation, on behalf of said municipal corporation. He is personally known to me and ~~did~~/did
not take an oath.

Reem M. Tice
NOTARY PUBLIC



**STATE OF FLORIDA
COUNTY OF ESCAMBIA**

**CERTIFICATE OF NOTICE OF MAILING
NOTICE OF APPLICATION FOR TAX DEED**

CERTIFICATE # 06278 of 2021

I, PAM CHILDERS, CLERK OF THE CIRCUIT COURT OF ESCAMBIA COUNTY, FLORIDA, do hereby certify that I did on September 14, 2023, mail a copy of the foregoing Notice of Application for Tax Deed, addressed to:

JTP HOLDINGS OF PENSACOLA II LLC JTP HOLDINGS OF PENSACOLA II LLC
105 E GREGORY SQUARE STE A 3014 E CERVANTES ST
PENSACOLA, FL 32502 PENSACOLA, FL 32503

JTP HOLDINGS OF PENSACOLA II LLC BANK OF PENSACOLA
114 E GONZALEZ ST 500 SOUTH PALAFOX ST SUITE 11
PENSACOLA, FL 32501 PENSACOLA, FL 32502

CITY OF PENSACOLA
TREASURY DIVISION
P O BOX 12910
PENSACOLA FL 32521

WITNESS my official seal this 14th day of September 2023.



PAM CHILDERS
CLERK OF THE CIRCUIT COURT
ESCAMBIA COUNTY, FLORIDA

By:
Emily Hogg
Deputy Clerk

WARNING

THERE ARE UNPAID TAXES ON PROPERTY WHICH YOU OWN OR IN WHICH YOU HAVE A LEGAL INTEREST. THE PROPERTY WILL BE SOLD AT PUBLIC AUCTION ON November 1, 2023, UNLESS THE TAXES ARE PAID. SHOULD YOU NEED FURTHER INFORMATION CONTACT THE CLERK OF THE CIRCUIT COURT IMMEDIATELY AT THE COUNTY COURTHOUSE IN PENSACOLA, FLORIDA, OR CALL 850-595-3793.

NOTICE OF APPLICATION FOR TAX DEED

NOTICE IS HEREBY GIVEN, That **TLOA OF FLORIDA LLC** holder of **Tax Certificate No. 06278**, 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:

**ALL BLK 60 LESS OR 4547 P 80 LESS OR 4882 P 1014 - MANNA FOOD BANK BELMONT TRACT
OR 6168 P 1629 OR 7030 P 1576 CA 78**

SECTION 00, TOWNSHIP 0 S, RANGE 00 W

TAX ACCOUNT NUMBER 131495000 (1123-35)

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

JTP HOLDINGS OF PENSACOLA II 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 November, which is the **1st day of November 2023**.

Dated this 18th day of September 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

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Dated this 18th day of September 2023.

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Post Property:

114 E GONZALEZ ST 32501



PAM CHILDERS
CLERK OF THE CIRCUIT COURT
ESCAMBIA COUNTY, FLORIDA

By:
Emily Hogg
Deputy Clerk

WARNING

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Dated this 18th day of September 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.

Personal Services:

JTP HOLDINGS OF PENSACOLA II
LLC
105 E GREGORY SQUARE STE A
PENSACOLA, FL 32502

PAM CHILDERS
CLERK OF THE CIRCUIT COURT
ESCAMBIA COUNTY, FLORIDA



By:
Emily Hogg
Deputy Clerk

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



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

**BRANCH OFFICES
ARCHIVES AND RECORDS
JUVENILE DIVISION
CENTURY**

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

**PAM CHILDERS, CLERK OF THE CIRCUIT COURT
Tax Certificate Redeemed From Sale
Account: 131495000 Certificate Number: 006278 of 2021**

**Payor: JTP HOLDINGS OF PENSACOLA II LLC 105 E GREGORY SQUARE STE A PENSACOLA,
FL 32502 Date 9/25/2023**

Clerk's Check #	12444	Clerk's Total	\$503.88
Tax Collector Check #	1	Tax Collector's Total	\$12,222.16
		Postage	\$36.05
		Researcher Copies	\$0.00
		Recording	\$10.00
		Prep Fee	\$7.00
		Total Received	\$12,679.09

\$12,296.47

**PAM CHILDERS
Clerk of the Circuit Court**

Received By
Deputy Clerk

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

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



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

**BRANCH OFFICES
 ARCHIVES AND RECORDS
 JUVENILE DIVISION
 CENTURY**

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

Case # 2021 TD 006278

Redeemed Date 9/25/2023

Name JTP HOLDINGS OF PENSACOLA II LLC 105 E GREGORY SQUARE STE A PENSACOLA, FL 32502

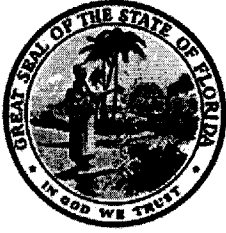
Clerk's Total = TAXDEED	\$503.88 \$12,243.42
Due Tax Collector = TAXDEED	\$12,122.16
Postage = TD2	\$36.05
ResearcherCopies = TD6	\$0.00
Release TDA Notice (Recording) = RECORD2	\$10.00
Release TDA Notice (Prep Fee) = TD4	\$7.00

• 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: 131495000 Certificate Number: 006278 of 2021

Redemption ☐ No ☒ Application Date Interest Rate

	Final Redemption Payment ESTIMATED	Redemption Overpayment ACTUAL
	Auction Date 11/1/2023	Redemption Date 9/25/2023
Months	7	5
Tax Collector	\$10,964.62	\$10,964.62
Tax Collector Interest	\$1,151.29	\$822.35
Tax Collector Fee	\$6.25	\$6.25
Total Tax Collector	\$12,122.16	\$11,793.22 TC
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	\$47.88	\$34.20
Total Clerk	\$503.88	\$490.20 CH
Release TDA Notice (Recording)	\$10.00	\$10.00
Release TDA Notice (Prep Fee)	\$7.00	\$7.00
Postage	\$36.05	\$36.05
Researcher Copies	\$0.00	\$0.00
Total Redemption Amount	\$12,679.09	\$12,336.47
	Repayment Overpayment Refund Amount	\$342.62
Book/Page	8975	723

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 8975, Page 723, of Escambia County, for the tax certificate, tax deed, and property described below:

Tax Certificate No. Certificate No. 06278, issued the 1st day of June, A.D., 2021

TAX ACCOUNT NUMBER: 131495000 (1123-35)

DESCRIPTION OF PROPERTY:

**ALL BLK 60 LESS OR 4547 P 80 LESS OR 4882 P 1014 - MANNA FOOD BANK BELMONT TRACT
OR 6168 P 1629 OR 7030 P 1576 CA 78**

SECTION 00, TOWNSHIP 0 S, RANGE 00 W

NAME IN WHICH ASSESSED: JTP HOLDINGS OF PENSACOLA II LLC

Dated this 25th day of September 2023.



PAM CHILDERS
CLERK OF THE CIRCUIT COURT
ESCAMBIA COUNTY, FLORIDA

By:
Emily Hogg
Deputy Clerk

ESCAMBIA COUNTY SHERIFF'S OFFICE
ESCAMBIA COUNTY, FLORIDA

Redeemed

NON-ENFORCEABLE RETURN OF SERVICE

1123-35

Document Number: ECSO23CIV034442NON

Agency Number: 23-010074

Court: TAX DEED

County: ESCAMBIA

Case Number: CERT NO 06278 2021

Attorney/Agent:

PAM CHILDERS
CLERK OF COURT
TAX DEED

Plaintiff: RE: JTP HOLDINGS OF PENSACOLA II LLC

Defendant:

Type of Process: NOTICE OF APPLICATION FOR TAX DEED

Received this Writ on 9/22/2023 at 10:38 AM and served same at 11:15 AM on 9/25/2023 in ESCAMBIA COUNTY, FLORIDA, by serving JTP HOLDINGS OF PENSACOLA II LLC , the within named, to wit: KATIE OESTRICHER, ASSISTANT TO AGENT.

CHIP W SIMMONS, SHERIFF
ESCAMBIA COUNTY, FLORIDA

By: _____

7 July 929

L. LITTLEJOHN, CPS

Service Fee: \$40.00

Receipt No: BILL

Printed By: MRM

WARNING

THERE ARE UNPAID TAXES ON PROPERTY WHICH YOU OWN OR IN WHICH YOU HAVE A LEGAL INTEREST. THE PROPERTY WILL BE SOLD AT PUBLIC AUCTION ON November 1, 2023, UNLESS THE TAXES ARE PAID. SHOULD YOU NEED FURTHER INFORMATION CONTACT THE CLERK OF THE CIRCUIT COURT IMMEDIATELY AT THE COUNTY COURTHOUSE IN PENSACOLA, FLORIDA, OR CALL 850-595-3793.

NOTICE OF APPLICATION FOR TAX DEED

NOTICE IS HEREBY GIVEN, That TLOA OF FLORIDA LLC holder of Tax Certificate No. 06278, 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:

ALL BLK 60 LESS OR 4547 P 80 LESS OR 4882 P 1014 - MANNA FOOD BANK BELMONT TRACT
OR 6168 P 1629 OR 7030 P 1576 CA 78

SECTION 00, TOWNSHIP 0 S, RANGE 00 W

TAX ACCOUNT NUMBER 131495000 (1123-35)

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

JTP HOLDINGS OF PENSACOLA II 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 November, which is the 1st day of November 2023.

Dated this 18th day of September 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.

Personal Services:

**JTP HOLDINGS OF PENSACOLA II
LLC**
105 E GREGORY SQUARE STE A
PENSACOLA, FL 32502

PAM CHILDERS
CLERK OF THE CIRCUIT COURT
ESCAMBIA COUNTY, FLORIDA



By:
Emily Hogg
Deputy Clerk

SEP 22 2023 10:58
ESCAMBIA COUNTY FL
SHERIFF'S OFFICE
CIVIL UNIT

ESCAMBIA COUNTY SHERIFF'S OFFICE
ESCAMBIA COUNTY, FLORIDA

Redeemed

NON-ENFORCEABLE RETURN OF SERVICE

1123-35

Document Number: ECSO23CIV034440NON

Agency Number: 23-010072

Court: TAX DEED

County: ESCAMBIA

Case Number: CERT NO 06278 2021

Attorney/Agent:

PAM CHILDERS
CLERK OF COURT
TAX DEED

Plaintiff: RE: JTP HOLDINGS OF PENSACOLA II LLC

Defendant:

Type of Process: NOTICE OF APPLICATION FOR TAX DEED

Received this Writ on 9/22/2023 at 10:38 AM and served same at 7:48 AM on 9/25/2023 in ESCAMBIA COUNTY, FLORIDA, by serving POST PROPERTY , the within named, to wit: , .

POSTED TO PROPERTY AS INSTRUCTED BY CLERKS OFFICE

CHIP W SIMMONS, SHERIFF
ESCAMBIA COUNTY, FLORIDA

By: K. Lucas 916
K. LUCAS, CPS

Service Fee: \$40.00

Receipt No: BILL

Printed By: MRM

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OR 6168 P 1629 OR 7030 P 1576 CA 78

SECTION 00, TOWNSHIP 0 S, RANGE 00 W

TAX ACCOUNT NUMBER 131495000 (1123-35)

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

JTP HOLDINGS OF PENSACOLA II 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 November, which is the 1st day of November 2023.

Dated this 18th day of September 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.

Post Property:

114 E GONZALEZ ST 32501



PAM CHILDERS
CLERK OF THE CIRCUIT COURT
ESCAMBIA COUNTY, FLORIDA

By:
Emily Hogg
Deputy Clerk

ESCAMBIA COUNTY FL
SHERIFFS OFFICE
CIVIL UNIT
2023 SEP 22 11:00 AM

JTP HOLDINGS OF PENSACOLA II LLC
[1123-35]
105 E GREGORY SQUARE STE A
PENSACOLA, FL 32502

9171 9690 0935 0128 0753 38

JTP HOLDINGS OF PENSACOLA II LLC
[1123-35]
3014 E CERVANTES ST
PENSACOLA, FL 32503

9171 9690 0935 0128 0753 21

JTP HOLDINGS OF PENSACOLA II LLC
[1123-35]
114 E GONZALEZ ST
PENSACOLA, FL 32501

9171 9690 0935 0128 0753 14

BANK OF PENSACOLA [1123-35]
500 SOUTH PALAFOX ST SUITE 11
PENSACOLA, FL 32502

9171 9690 0935 0128 0753 07

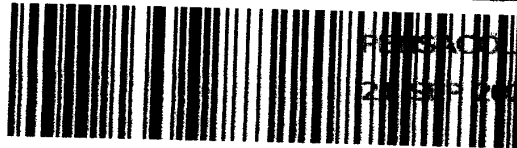
CITY OF PENSACOLA [1123-35]
TREASURY DIVISION
P O BOX 12910
PENSACOLA FL 32521

9171 9690 0935 0128 0752 91

Redeemed

Pam Childers
Clerk of the Circuit Court & Comptroller
Official Records
221 Palafox Place, Suite 110
Pensacola, FL 32502

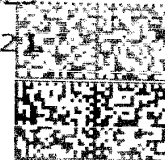
CERTIFIED MAIL



9171 9690 0935 0128 0753 14

PENSACOLA FL 325

21 SEP 2023 PM 21



quodient

FIRST-CLASS MAIL

(M)

\$007.18

09/21/2023 ZIP 32502
043M3121925

US POSTAGE

Ask

JTP HOLDINGS OF PENSACOLA II LLC
[1123-35]
114 E GONZALEZ ST
PENSACOLA, FL 32501

NIXIE

512 7E 1

6009/24/23

RETURN TO SENDER
ATTEMPTED - NOT KNOWN
UNABLE TO FORWARD

BCI 32502589335

*2738-02790-21-37

32501-01481





Escambia Sun Press

PUBLISHED WEEKLY SINCE 1948
(Warrington) Pensacola, Escambia County, Florida

STATE OF FLORIDA

County of Escambia

Before the undersigned authority personally appeared Michael P. Driver who is personally known to me and who on oath says that he is Publisher of The Escambia Sun Press, a weekly newspaper published at (Warrington) Pensacola in Escambia County, Florida; that the attached copy of advertisement, being a NOTICE in the matter of TAX DEED SALE

DATE – 11-01-2023 – TAX CERTIFICATE #'S 06278

in the Court was published in said newspaper in the issues of SEPTEMBER 28 & OCTOBER 5, 12, 19, 2023

Affiant further says that the said Escambia Sun-Press is a newspaper published at (Warrington) Pensacola, in said Escambia County, Florida, and that the said newspaper has heretofore been continuously published in said Escambia County, Florida each week and has been entered as second class mail matter at the post office in Pensacola, in said Escambia and Santa Rosa Counties, Florida, for a period of one year next preceding the first publication of the attached copy of advertisement; and affiant further says that he has neither paid nor promised any person, firm or corporation any discount, rebate, commission or refund for the purpose of securing this advertisement for publication in the said newspaper.

Digitally signed by Michael P Driver
DN: c=US, o=The Escambia Sun Press LLC,
dnQualifier=A01410D00000181FD1A68F30006C09B, cn=Michael P
Driver
Date: 2023.10.19 11:11:30 -05'00'

PUBLISHER

Sworn to and subscribed before me this 19TH day of OCTOBER A.D., 2023

Digitally signed by Heather Tuttle
DN: c=US, o=The Escambia Sun Press LLC,
dnQualifier=A01410C000001890CD5793600064AAE, cn=Heather Tuttle
Date: 2023.10.19 11:16:35 -05'00'

**HEATHER TUTTLE
NOTARY PUBLIC**



HEATHER TUTTLE
Notary Public, State of Florida
My Comm. Expires June 24, 2024
Commission No. HH4627

NOTICE OF APPLICATION FOR TAX DEED

NOTICE IS HEREBY GIVEN, That TLOA OF FLORIDA LLC holder of Tax Certificate No. 06278, 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:

ALL BLK 60 LESS OR 4547 P 80 LESS OR 4882 P 1014 - MANNA FOOD BANK BELMONT TRACT OR 6168 P 1629 OR 7030 P 1576 CA 78 SECTION 00, TOWNSHIP 0 S, RANGE 00 W

TAX ACCOUNT NUMBER 131495000 (1123-35)

The assessment of the said property under the said certificate issued was in the name of JTP HOLDINGS OF PENSACOLA II 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 November, which is the 1st day of November 2023.

Dated this 21st day of September 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
(SEAL)
By: Emily Hogg
Deputy Clerk

oaw-4w-09-28-10-05-12-19-2023