



# 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

1724.57

<b>Part 1: Tax Deed Application Information</b>			
Applicant Name Applicant Address	JUAN C CAPOTE MIKON FINANCIAL SERVICES, INC. AND OCEAN BANK 780 NW 42 AVE #204 MIAMI, FL 33126	Application date	Apr 17, 2024
Property description	I & A PROPERTIES LLC 206 WOODLAKE DRIVE SPARTANBURG, SC 29301 E NINE MILE RD 01-4798-000 BEG AT INTER OF E LI OF FRISCO RR R/W AND N LI OF H/W NO 90 NLY ALG E LI OF RR 242 92/100 FT TO A PO (Full legal attached.)	Certificate #	2022 / 414
		Date certificate issued	06/01/2022

<b>Part 2: Certificates Owned by Applicant and Filed with Tax Deed Application</b>				
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)
# 2022/414	06/01/2022	1,113.24	55.66	1,168.90
<b>→Part 2: Total*</b>				<b>1,168.90</b>

<b>Part 3: Other Certificates Redeemed by Applicant (Other than County)</b>					
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)
# 2023/380	06/01/2023	1,222.91	6.25	98.09	1,327.25
<b>Part 3: Total*</b>					<b>1,327.25</b>

<b>Part 4: Tax Collector Certified Amounts (Lines 1-7)</b>	
1. Cost of all certificates in applicant's possession and other certificates redeemed by applicant (*Total of Parts 2 + 3 above)	2,496.15
2. Delinquent taxes paid by the applicant	0.00
3. Current taxes paid by the applicant	0.00
4. Property information report fee	200.00
5. Tax deed application fee	175.00
6. Interest accrued by tax collector under s.197.542, F.S. (see Tax Collector Instructions, page 2)	0.00
7. <b>Total Paid (Lines 1-6)</b>	<b>2,871.15</b>

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.

Escambia, Florida

Sign here: \_\_\_\_\_ Date April 25th, 2024

Signature, Tax Collector or Designee

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

46.25

<b>Part 5: Clerk of Court Certified Amounts (Lines 8-14)</b>	
8. Processing tax deed fee	
9. Certified or registered mail charge	
10. Clerk of Court advertising, notice for newspaper, and electronic auction fees	
11. Recording fee for certificate of notice	
12. Sheriff's fees	
13. Interest (see Clerk of Court Instructions, page 2)	
14.	<b>Total Paid (Lines 8-13)</b>
15. Plus one-half of the assessed value of homestead property, if applicable under s. 197.502(6)(c), F.S.	
16. Statutory opening bid (total of Lines 7, 14, 15, and 16 if applicable)	
Sign here: _____ Date of sale <u>12/04/2024</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.

BEG AT INTER OF E LI OF FRISCO RR R/W AND N LI OF H/W NO 90 NLY ALG E LI OF RR 242 92/100 FT TO A POINT 21 25/100 FT N OF S LI OF LT 10 E AT ANG OF 107 DEG 23 MIN TO RIGHT FROM COURSE FIRST RUN 328 1/10 FT TO W LI OF H/W NO 29 SELY ALG H/W AT ANG OF 64 DEG 12 MIN FROM ELY COURSE JUST RUN 255 FT TO N LI OF H/W NO 90 W ALG N LI OF R/W OF H/W NO 90 365 FT TO POB S/D PLAT DB 67 P 345 OR 7978 P 927

# APPLICATION FOR TAX DEED

Section 197.502, Florida Statutes

512  
R. 12/16

Application Number: 2400498

To: Tax Collector of ESCAMBIA COUNTY, Florida

I,  
JUAN C CAPOTE  
MIKON FINANCIAL SERVICES, INC. AND OCEAN BANK  
780 NW 42 AVE #204  
MIAMI, FL 33126,

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
01-4798-000	2022/414	06-01-2022	BEG AT INTER OF E LI OF FRISCO RR R/W AND N LI OF H/W NO 90 NLY ALG E LI OF RR 242 92/100 FT TO A POINT 21 25/100 FT N OF S LI OF LT 10 E AT ANG OF 107 DEG 23 MIN TO RIGHT FROM COURSE FIRST RUN 328 1/10 FT TO W LI OF H/W NO 29 SELY ALG H/W AT ANG OF 64 DEG 12 MIN FROM ELY COURSE JUST RUN 255 FT TO N LI OF H/W NO 90 W ALG N LI OF R/W OF H/W NO 90 365 FT TO POB S/D PLAT DB 67 P 345 OR 7978 P 927

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  
JUAN C CAPOTE  
MIKON FINANCIAL SERVICES, INC. AND OCEAN BANK  
780 NW 42 AVE #204  
MIAMI, FL 33126

04-17-2024  
Application Date

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



# Chris Jones Escambia County Property Appraiser

[Real Estate Search](#)

[Tangible Property Search](#)

[Sale List](#)

[Back](#)

← Nav. Mode  Account  Parcel ID →

[Printer Friendly Version](#)

General Information		Assessments				
<b>Parcel ID:</b>	0815303201026005	<b>Year</b>	<b>Land</b>	<b>Imprv</b>	<b>Total</b>	<b>Cap Val</b>
<b>Account:</b>	014798000	2023	\$83,470	\$0	\$83,470	\$83,470
<b>Owners:</b>	I & A PROPERTIES LLC	2022	\$83,470	\$0	\$83,470	\$77,232
<b>Mail:</b>	206 WOODLAKE DRIVE SPARTANBURG, SC 29301	2021	\$70,211	\$0	\$70,211	\$70,211
<b>Situs:</b>	E NINE MILE RD 32534	<b>Disclaimer</b>				
<b>Use Code:</b>	VACANT COMMERCIAL 🔑	<b>Tax Estimator</b>				
<b>Taxing Authority:</b>	COUNTY MSTU	<b>File for Exemption(s) Online</b>				
<b>Tax Inquiry:</b>	<a href="#">Open Tax Inquiry Window</a>	<b>Report Storm Damage</b>				
Tax Inquiry link courtesy of Scott Lunsford Escambia County Tax Collector						

Sales Data						2023 Certified Roll Exemptions
Sale Date	Book	Page	Value	Type	Official Records (New Window)	None
09/13/2022	8862	1120	\$1,270,000	WD	🔑	<b>Legal Description</b> BEG AT INTER OF E LI OF FRISCO RR R/W AND N LI OF H/W NO 90 NLY ALG E LI OF RR 242 92/100 FT TO A POINT 21... 🔑
09/28/2018	7978	927	\$503,800	WD	🔑	
07/06/2016	7553	1013	\$100	CT	🔑	
07/23/2015	7383	1344	\$100	CT	🔑	
04/2003	5119	1169	\$75,000	WD	🔑	
06/1979	1341	132	\$1,500	WD	🔑	
Official Records Inquiry courtesy of Pam Childers Escambia County Clerk of the Circuit Court and Comptroller						<b>Extra Features</b> None

Parcel Information [Launch Interactive Map](#)

**Section Map Id:**  
08-15-30-2

**Approx. Acreage:**  
1.0237

**Zoned:** 🔑

- HC/LI
- HC/LI
- HC/LI
- HC/LI
- HC/LI
- HC/LI
- HC/LI
- HC/LI
- HC/LI
- HC/LI
- HC/LI
- HC/LI

[View Florida Department of Environmental Protection\(DEP\) Data](#)

**Evacuation  
& Flood  
Information**  
Open  
Report

Buildings
Images
None

The primary use of the assessment data is for the preparation of the current year tax roll. No responsibility or liability is assumed for inaccuracies or errors.

Last Updated:04/30/2024 (tc.3927)

## NOTICE OF APPLICATION FOR TAX DEED

NOTICE IS HEREBY GIVEN, That **MIKON FINANCIAL SERVICES INC AND OCEAN BANK** holder of **Tax Certificate No. 00414**, issued the **1st day of June, A.D., 2022** has filed same in my office and has made application for a tax deed to be issued thereon. Said certificate embraces the following described property in the County of Escambia, State of Florida, to wit:

**BEG AT INTER OF E LI OF FRISCO RR R/W AND N LI OF H/W NO 90 NLY ALG E LI OF RR 242 92/100 FT TO A POINT 21 25/100 FT N OF S LI OF LT 10 E AT ANG OF 107 DEG 23 MIN TO RIGHT FROM COURSE FIRST RUN 328 1/10 FT TO W LI OF H/W NO 29 SELY ALG H/W AT ANG OF 64 DEG 12 MIN FROM ELY COURSE JUST RUN 255 FT TO N LI OF H/W NO 90 W ALG N LI OF R/W OF H/W NO 90 365 FT TO POB S/D PLAT DB 67 P 345 OR 7978 P 927**

**SECTION 08, TOWNSHIP 1 S, RANGE 30 W**

**TAX ACCOUNT NUMBER 014798000 (1224-57)**

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

**I & A PROPERTIES LLC**

Unless said certificate shall be redeemed according to law, the property described therein will be sold to the highest bidder at public auction at 9:00 A.M. on the **first** Wednesday in the month of December, which is the **4th day of December 2024**.

Dated this 30th day of April 2024.

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 #: 01-4798-000 CERTIFICATE #: 2022-0414

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 13, 2004 to and including August 13, 2024 Abstractor: Pam Alvarez

BY

Michael A. Campbell,  
As President  
Dated: August 13, 2024

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

August 13, 2024

Tax Account #: **01-4798-000**

1. The Grantee(s) of the last deed(s) of record is/are: **I & A PROPERTIES LLC**  
**By Virtue of Warranty Deed recorded 9/21/2022 in OR 8862/1120**
  
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 Synovus Bank recorded 9/21/2022 OR 8862/1132**
  - b. **Assignment of Rents and Leases in favor of Synovus Bank recorded 9/21/2022 OR 8862/1125**
  
4. Taxes:

**Taxes for the year(s) 2021-2023 are delinquent.**  
**Tax Account #: 01-4798-000**  
**Assessed Value: \$83,470.00**  
**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:** \_\_\_\_\_ **DEC 4, 2024**  
**TAX ACCOUNT #:** \_\_\_\_\_ **01-4798-000**  
**CERTIFICATE #:** \_\_\_\_\_ **2022-0414**

In compliance with Section 197.522, Florida Statutes, the following is a list of names and addresses of those persons, firms, and/or agencies having legal interest in or claim against the above-described property. The above-referenced tax sale certificate is being submitted as proper notification of tax deed sale.

YES	NO	
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Notify City of Pensacola, P.O. Box 12910, 32521
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Notify Escambia County, 190 Governmental Center, 32502
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Homestead for <u>2023</u> tax year.

**I & A PROPERTIES LLC**  
**206 WOODLAKE DRIVE**  
**SPARTANBURG, SC 29301**

**I & A PROPERTIES LLC**  
**9106 WARREN H ABERNATHY HWY**  
**SPARTANBURG, SC 29301**

**SYNOVUS BANK**  
**1148 BROADWAY**  
**COLUMBUS, GA 31901**

**SYNOVUS BANK**  
**PO BOX 1638**  
**ROSWELL, GA 30077**

**Certified and delivered to Escambia County Tax Collector, this 15<sup>th</sup> day of Aug, 2024.**

**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 13, 2024**

**Tax Account #:01-4798-000**

**LEGAL DESCRIPTION  
EXHIBIT "A"**

**BEG AT INTER OF E LI OF FRISCO RR R/W AND N LI OF H/W NO 90 NLY ALG E LI OF RR 242  
92/100 FT TO A POINT 21 25/100 FT N OF S LI OF LT 10 E AT ANG OF 107 DEG 23 MIN TO  
RIGHT FROM COURSE FIRST RUN 328 1/10 FT TO W LI OF H/W NO 29 SELY ALG H/W AT ANG  
OF 64 DEG 12 MIN FROM ELY COURSE JUST RUN 255 FT TO N LI OF H/W NO 90 W ALG N LI  
OF R/W OF H/W NO 90 365 FT TO POB S/D PLAT DB 67 P 345 OR 8862 P 1120**

**SECTION 08, TOWNSHIP 1 S, RANGE 30 W**

**TAX ACCOUNT NUMBER 01-4798-000(1224-57)**

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

Recorded in Public Records 9/21/2022 12:05 PM OR Book 8862 Page 1120,  
Instrument #2022095362, Pam Childers Clerk of the Circuit Court Escambia  
County, FL Recording \$44.00 Deed Stamps \$8,890.00

Prepared by and return to:  
Richard Hill Turner, III

Whibbs Stone & Barnett, P.A.  
801 W. Romana Street Unit C  
Pensacola, FL 32502  
850-434-5395  
File Number: 22-291011  
Will Call No.:

[Space Above This Line For Recording Data]

## Warranty Deed

**This Warranty Deed** made this 13th day of September, 2022 between **Blackjack Real Estate, LLC**, a Florida limited liability company whose post office address is 4960 Hwy 90, #135, Pace, FL 32571, grantor, and **I & A Properties, LLC**, a South Carolina limited liability company whose post office address is 206 Woodlake Drive, Spartanburg, SC 29301, grantee:

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

**Witnesseth**, that said grantor, for and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable considerations to said grantor in hand paid by said grantee, the receipt whereof is hereby acknowledged, has granted, bargained, and sold to the said grantee, and grantee's heirs and assigns forever, the following described land, situate, lying and being in **Escambia County, Florida** to-wit:

**Parcel 1:**

Commence at the Southwest corner of Section 8, Township 1 South, Range 30 West, Escambia County, Florida; then run North 00° 33' 35" West along the West line of said Section for 659.64 feet to the North line of Lot 10, of Pensacola Farm Orchards Subdivision, as recorded in Deed Book 67, Page 345, of the Public Records of said County; thence run North 89° 48' 06" East along said North line for 288.66 feet to the Westerly right of way line of State Road 95; thence run South 13° 44' 45" East along said right of way line for 88.95 feet for the Point of Beginning; thence continue along the last course run South 13° 44' 45" East for 144.44 feet; thence run South 78° 55' 12" West for 107.06 feet; thence run South 13° 44' 45" East for 64.21 feet; thence run South 89° 48' 06" West for 99.12 feet to the Easterly right of way line of St. Louis and Frisco Railroad; thence run North 17° 34' 39" West along said right of way line for 233.76 feet; thence run North 89° 48' 06" East for 225.39 feet to the Point of Beginning.

**Parcel 2:**

A parcel of land in Lots 9 and 10, Section 8, Township 1 South, Range 30 West, Escambia County, Florida, located between the Frisco R.R. and the new 4-lane U.S. Highway 29, described as follows: From a Point of Beginning at the intersection of the East line of the Frisco R.R. right of way and the North line of the 200 foot right of way of U.S. Highway 90 Alt. in said Section 8, run Northerly along the East line of said R.R. right of way 242.92 feet to a point (said point being 21.25 feet due North of the South line of Lot 10); thence East at an angle of 107° 23' to the right from the course just run go 328.1 feet to a point on the West line of U.S. 29; thence run Southeasterly along said Highway U.S. 29 right of way line at an angle of 64° 12' from the Easterly course just run a distance of 255 feet to a point on the North line of U.S. 90 Alt; thence West along the North line of the right of way of U.S. 90 Alt, 365 feet, more or less, to the Point of Beginning of this description.

LESS and except: That portion or right of way acquired by the Florida Department of Transportation on the Easterly side of the above described parcel and shown on the Florida Department of Transportation right of way map of State Road No. 95, Sections No. 4804-205 and dated 06/08/55.

DoubleTime®

**Parcel 3:**

Commence at the Northeast corner of Lot 10, Block 5, Section 8, Township 1 South, Range 30 West, Escambia County, Florida; thence West along the North line of said Lot 10, 392 feet, to the West right of way line of State Road No. 95 (U.S. 29) Exit Road; thence run Southeasterly along said right of way of State Road 95 Exit Road a distance of 250 feet to Point of Beginning; thence continue same course 85 feet; thence Westerly a distance of 190 feet more or less to the East right of way line of Frisco Railroad; thence North along said Railroad right of way a distance of 85 feet; thence Easterly 199 feet more or less to the Point of Beginning. LESS any portion thereof lying within right of way of State Road #95 Exit Road. LESS and except that parcel described in Official Records Book 2063, Page 476 of the Public Records of Escambia County, Florida.

**Parcel 4:**

Commence at the Southwest corner of Section 8, Township 1 South, Range 30 West, Escambia County, Florida; thence go North 02° 43' 21" East along the West line of said Section 8, for a distance of 659.64 feet to the North line of Lot 10, Block 5, Pensacola Farmland Company Subdivision as recorded in Deed Book 67, at Page 345 of the Public Records of Escambia County, Florida; thence departing said West line of Section 8, go South 86° 54' 58" East along the North line of said Lot 10, for a distance of 288.14 feet to the intersection with the Westerly right of way line of State Road 95 (US Highway 29, right of way varies); thence go South 08° 56' 31" East along the Westerly right of way line of said State Road 95 for a distance of 233.32 feet to the intersection with the South line of that parcel described in Official Records Book 2063, at page 476 of the Public Records of Escambia County, Florida, for the Point of Beginning; thence continue South 08° 56' 31" East along the Westerly right of way line of said State Road 95, for a distance of 16.68 feet to the intersection with the North line of that parcel described in Official Records Book 5840 at page 1609 of the Public Records of Escambia County, Florida, thence go North 86° 53' 56" West along the North line of that parcel described in said Official Records Book 5840, at Page 1609 for a distance of 88.19 feet to the intersection with the South line of that parcel described in said Official Records Book 2063, at page 476; thence go North 82° 12' 08" East along the South line of that parcel described in said Official Records Book 2063, at page 476 for a distance of 86.27 feet to the Point of Beginning. The above described parcel is situated in Section 8, Township 1 South, Range 30 West, Escambia County, Florida.

**Parcels 3 and 4 above being more particularly described as follows:**

Commence at the Southwest corner of Section 8, Township 1 South, Range 30 West, Escambia County, Florida; thence go North 02° 43' 21" East along the West line of said Section 8, for a distance of 659.64 feet to the North line of Lot 10, Block 5, Pensacola Farmland Company Subdivision as recorded in Deed Book 67, at Page 345 of the Public Records of Escambia County, Florida; thence departing said West line of Section 8, go South 86° 54' 58" East along the North line of said Lot 10, for a distance of 288.14 feet to the intersection with the Westerly right of way line of State Road 95 (US Highway 29, right of way varies); thence go South 08° 56' 31" East along the Westerly right of way line of said State Road 95, for a distance of 233.32 feet to the intersection with the South line of that parcel described in Official Records Book 2063, at Page 476 of the Public Records of Escambia County, Florida, for the Point of Beginning; thence continue South 08° 56' 31" East along the Westerly right of way line of said State Road 95 for a distance of 98.65 feet to the intersection with the North line of that parcel described in Official Records Book 7553, at Page 1013 of the Public Records of Escambia County, Florida; thence go North 86° 53' 56" West along the North line of that parcel described in said Official Records Book 7553, at Page 1013 for a distance of 198.78 feet to the intersection with the Easterly right of way line of the St. Louis and Frisco Railroad (100 foot right of way); thence go North 14° 16' 19" West along the Easterly right of way of said St. Louis and Frisco Railroad for a distance of 15.73 feet to the intersection with the South line of that parcel described in said Official Records Book 2063, at Page 476; thence go South 86° 54' 58" East along the South line of that parcel described in said Official Records Book 2063, at Page 476 for a distance of 99.22 feet to the intersection with the East line of that parcel described in said Official Records Book 2063, at Page 476; thence go North 10° 27' 49" West along the East line of that parcel described in said Official Records Book 2063, at Page 476 for a distance of 64.21 feet to the intersection with the South line of that parcel described in said Official Records Book 2063, at Page 476; thence go North 82° 12' 08" East along the South line of that parcel described in said Official Records Book 2063, at Page 476 for a distance of 100.56 feet to the Point of Beginning. The above

BK: 8862 PG: 1122

described parcel is situated in Section 8, Township 1 South, Range 30 West, Escambia County, Florida.

Parcel Identification Number: 081S303201025005

Subject to covenants, conditions, restrictions, reservations, limitations, easements and agreements of record, if any; taxes and assessment for the year 2022 and subsequent years; and all applicable zoning ordinances and/or restrictions and prohibitions imposed by governmental authorities, if any.

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

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

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

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

Signed, sealed and delivered in our presence:

Witness Name: Aliza Faillaci  
[Signature]  
Witness Name: Cheri D. Cuttelle  
[Signature]

Blackjack Real Estate, LLC, a Florida limited liability company

By: [Signature]  
William Y Allen, Authorized Member

State of ~~Florida~~ <sup>Tennessee</sup>  
County of ~~Escambia~~ <sup>Williamson</sup>  
[Signature]

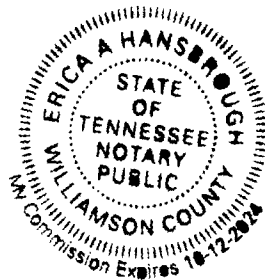
The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this 13th day of September, 2022 by William Y Allen of Blackjack Real Estate, LLC, a Florida limited liability company, on behalf of the company, who  is personally known to me or  has produced a driver's license as identification.

[Notary Seal]

[Signature]  
Notary Public

Printed Name: Erica A. Hansbrough

My Commission Expires: 10/12/2024



BK: 8862 PG: 1123

### RESIDENTIAL SALES ABUTTING ROADWAY MAINTENANCE DISCLOSURE

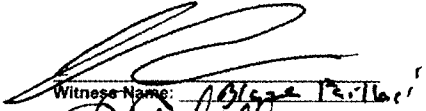
**ATTENTION:** Pursuant to Escambia County Code of Ordinances Chapter 1-29.2, Article V, sellers of residential lots are required to disclose to buyers whether abutting roadways will be maintained by Escambia County. The disclosure must additionally provide that Escambia County does not accept roads for maintenance that have not been built or improved to meet county standards. Escambia County Code of Ordinance Chapter 1-29.2, Article V requires this disclosure be attached along with other attachments to the deed or other method of conveyance required to be made part of the public records of Escambia County, Florida. Note: Acceptance for filing by County employees of this disclosure shall in no way be construed as an acknowledgment by the County of the veracity of any disclosure statement

Name of Roadway: 9451 Pensacola Blvd, Pensacola, FL 32534  
Legal Address of Property: 9451 Pensacola Blvd, Pensacola, FL 32534


The County ( ) has accepted ( ) has not accepted the abutting roadway for maintenance.

This form completed by: Whibbs Stone Barnett, P.A.  
801 W. Romana St., Unit C  
Pensacola, FL 32502

**AS TO SELLER(S):**

  
Witness Name: William Y. Allen

Blackjack Real Estate, LLC, a Florida limited liability company

By:   
William Y. Allen, Authorized Member

Witness Name: Cheri D. Zuttelle

**AS TO BUYER(S):**

I & A Properties, LLC

Witness Name: \_\_\_\_\_

By: \_\_\_\_\_  
Ivan Grek, Manager

Witness Name: \_\_\_\_\_

BK: 8862 PG: 1124 Last Page

### RESIDENTIAL SALES ABUTTING ROADWAY MAINTENANCE DISCLOSURE

**ATTENTION:** Pursuant to Escambia County Code of Ordinances Chapter 1-29.2, Article V, sellers of residential lots are required to disclose to buyers whether abutting roadways will be maintained by Escambia County. The disclosure must additionally provide that Escambia County does not accept roads for maintenance that have not been built or improved to meet county standards. Escambia County Code of Ordinance Chapter 1-29.2, Article V requires this disclosure be attached along with other attachments to the deed or other method of conveyance required to be made part of the public records of Escambia County, Florida. Note: Acceptance for filing by County employees of this disclosure shall in no way be construed as an acknowledgment by the County of the veracity of any disclosure statement.

Name of Roadway: 9451 Pensacola Blvd, Pensacola, FL 32534  
Legal Address of Property: 9451 Pensacola Blvd, Pensacola, FL 32534

The County ( ) has accepted ( ) has not accepted the abutting roadway for maintenance.

This form completed by: Whibbs Stone Barnett, P.A.  
801 W. Romana St., Unit C  
Pensacola, FL 32502

**AS TO SELLER(S):**

**Blackjack Real Estate, LLC, a Florida limited liability company**

Witness Name: \_\_\_\_\_

By: \_\_\_\_\_  
**William Y Allen, Authorized Member**

Witness Name: \_\_\_\_\_

**AS TO BUYER(S):**

*[Handwritten Signature]*  
Witness Name: Therese Bedoya  
*[Handwritten Signature]*  
Witness Name: Stacy Manjace

**I & A Properties, LLC**  
By: *[Handwritten Signature]*  
**Ivan Brek, Manager**

Recorded in Public Records 9/21/2022 12:05 PM OR Book 8862 Page 1132,  
Instrument #2022095364, Pam Childers Clerk of the Circuit Court Escambia  
County, FL Recording \$103.50 MTG Stamps \$3,333.75 Int. Tax \$1,905.00

**REAL ESTATE MORTGAGE AND SECURITY AGREEMENT**

Mortgagor(s) (last name(s) first):  
I & A PROPERTIES, LLC

Mortgagee:  
Synovus Bank  
1148 Broadway  
Columbus, GA 31901

Mailing Address:  
9106 WARREN H ABERNATHY HWY  
SPARTANBURG, SC 29301

*This instrument was prepared by:*  
Synovus Bank, Morgan Stanton  
PO Box 1638, Roswell, GA 30077

**Know All Men By These Presents: That Whereas** I & A PROPERTIES, LLC

(whether one or more, hereinafter called the "Borrower") has/have become justly indebted to Synovus Bank with offices in Columbus, GA, (together with its successors and assigns, hereinafter called "Mortgagee") in the sum of Nine hundred fifty two thousand five hundred and 00/100 Dollars (\$ 952,500.00 ) together with interest thereon, as evidenced by a promissory note or notes of even date herewith. (If the maturity date of the note or notes is 20 years or longer, indicate the latest maturity date here: \_\_\_\_\_).

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

A. The existing indebtedness represented by that certain promissory note of even date herewith for the sum of Nine hundred fifty two thousand five hundred and 00/100 DOLLARS (\$ 952,500.00 ) made by Mortgagor payable to the order of Mortgagee with interest from date until paid at the rate therein specified, the said principal and interest payable in the manner and upon the terms, provisions and conditions set forth in the note, together with any and all renewals, extensions, modifications, consolidations and extensions thereof;

B. Such future or additional advances as may be made by Mortgagee at the option of Mortgagee to the Mortgagor; provided that, notwithstanding the foregoing, the total of all amounts secured hereby shall not exceed at any one time the sum of One million nine hundred five thousand and 00/100 DOLLARS (\$ 1,905,000.00 ); and provided, further, that all such advances, notes, claims, demands or liabilities and obligations secured hereby be incurred or arise or come into existence either on or prior to the date of this Mortgage, or on or before twenty (20) years after the date of this Mortgage or within such lesser period of time as may hereafter be provided by law as a prerequisite for the sufficiency of actual notice or record notice of such advances, notes, claims, demands or liabilities and obligations as against the rights of creditors or subsequent purchasers for a valuable consideration. The Mortgagor hereby waives, on behalf of himself/herself and his/her successors and assigns, the right to file for record a notice limiting the maximum principal amount which may be secured by this Mortgage as provided for in Florida Statute 697.04(1)(b).



NOW, THEREFORE, in consideration of the premises, and in order to secure the payment of said indebtedness and any renewals or extensions thereof and the interest thereon, and all other indebtedness (including future advances) now or hereafter owed by any of the above-named Borrowers to Mortgagee, whether such indebtedness is primary or secondary, direct or indirect, contingent or absolute, matured or unmatured, joint or several, and otherwise secured or not, and to secure compliance with all the covenants and stipulations hereinafter contained, the undersigned I & A PROPERTIES, LLC

(whether one or more, hereinafter called "Mortgagors") do hereby assign, grant, bargain, sell and convey unto Mortgagee the following described real property situated in ESCAMBIA County, State of Florida, viz:

SEE LEGAL DESCRIPTION ATTACHED HERETO AND MADE A PART HEREOF BY THIS REFERENCE.

together with all rents and other revenues thereof and all rights (including riparian rights), privileges, easements, tenements, interests, improvements and appurtenances thereunto belonging or in anywise appertaining, including any after-acquired title and easements and all rights, title and interest now or hereafter owned by Mortgagors in and to all buildings and improvements, storm and screen windows and doors, gas, steam, electric, solar and other heating, lighting, ventilating, air-conditioning, refrigerating and cooking apparatus, elevators, plumbing, sprinkling, smoke, fire, and intrusion detection devices, and other equipment and fixtures now or hereafter attached or appertaining to said premises, all of which shall be deemed to be real property and conveyed by this mortgage, and all of which real property, equipment and fixtures are sometimes hereinafter called the "mortgaged property."

To Have And To Hold the same and every part thereof unto Mortgagee, its successors and assigns forever.

And for the consideration aforesaid, and as additional security for all of the indebtedness described above (including future advances), Mortgagors hereby assign and transfer to Mortgagee, and grant to Mortgagee a security interest in, all building materials, household appliances, equipment, fixtures and fittings of every kind or character now owned or hereafter acquired by Mortgagors, or any of them, located, whether permanently or temporarily, on the mortgaged property, and all building materials, household appliances, equipment, fixtures and fittings now owned or hereafter acquired by Mortgagors, or any of them, located or stored on any other real property, which are or shall be purchased by Mortgagors, or any of them, for the purpose, or with the intention, of making improvements on the mortgaged property or to the premises located on said property. The personal property herein transferred includes, without limitation, all lumber, bricks, building stones, building blocks, sand, cement roofing, materials, paint, doors, windows, storm doors, storm windows, nails, wires and wiring, hardware, plumbing and plumbing fixtures, heating and air-conditioning equipment and appliances, electrical and gas equipment and appliances, pipes and piping, ornamental and decorative fixtures, and in general all building materials, equipment and appliances of every kind and character used or useful in connection with improvements to real property.

For the purpose of further securing the payment of said indebtedness Mortgagors warrant covenant and agree with Mortgagee, its successors and assigns, as follows:

1. That they are lawfully seized in fee and possessed of the mortgaged property and have a good right to convey the same as aforesaid, and they will warrant and forever defend the title against the lawful claims of all persons whomsoever, and that the mortgaged property is free and clear of all encumbrances, easements and restrictions not herein specifically mentioned.
2. That they will pay when due all taxes, assessments, or other liens or mortgages taking priority over this mortgage, and should default be made in the payment of the same, or any part thereof, Mortgagee may pay the same (but Mortgagee is not obligated to do so). If the mortgaged property or any part thereof is a unit in a condominium or a planned unit development, Mortgagors shall perform all of Mortgagors' obligations under the declaration or covenants creating or covering the condominium or planned unit development, the bylaws and regulations of the condominium or planned

unit development, and constituent documents. Should Mortgagors default in any of such obligations, Mortgagee may perform Mortgagors' obligations (but Mortgagee is not obligated to do so).

3. That they will keep the buildings on the mortgaged property continuously insured in such amounts, in such manner and with such companies as may be satisfactory to Mortgagee against loss by fire (including so-called extended coverage), wind and such other hazards (including flood and water damage) as Mortgagee may specify from time to time, with loss, if any, payable to Mortgagee under a mortgagee's loss payable clause acceptable to Mortgagee, and will deposit with Mortgagee policies of such insurance or, at Mortgagee's election, certificates thereof, and will pay the premiums therefor as the same become due. Mortgagors shall have the right to provide such insurance through a policy or policies independently obtained and paid for by Mortgagors or through an existing policy. Mortgagee may, for reasonable cause, refuse to accept any policy of insurance obtained by Mortgagors. Mortgagors shall give immediate notice in writing to Mortgagee of any loss or damage to the mortgaged property from any cause whatever. If Mortgagors fail to keep said property insured as above specified, Mortgagee may insure said property (but Mortgagee is not obligated to do so) for its insurable value against loss by fire, wind and other hazards for the benefit of Mortgagors and Mortgagee or for the benefit of Mortgagee alone, at Mortgagee's election. The proceeds of such insurance shall be paid by the insurer to Mortgagee, which is hereby granted full power to settle and compromise claims under all policies, to endorse in the name of Mortgagors any check or draft representing the proceeds of any such insurance, and to demand, receive and give receipt for all sums becoming due thereunder. Said insurance proceeds, if collected, may be credited on the indebtedness secured by this mortgage, less costs of collection, or may be used in repairing or reconstructing the premises on the mortgaged property, at Mortgagee's election. Any application of the insurance proceeds to repairing or reconstructing the premises on the mortgaged property shall not extend or postpone the due date of any installment payments of the indebtedness hereby secured or reduce the amount of such installments.

4. That commencing upon written request by Mortgagee and continuing until the indebtedness secured hereby is paid in full, Mortgagors will pay to Mortgagee concurrently with, and on the due dates of, payments on the indebtedness hereby secured a sum equal to the ground rents, if any, next due on the mortgaged property, plus the premiums that will next become due and payable on policies of fire and other hazard insurance covering the mortgaged property, plus water rents, fire district charges, taxes and assessments next due on the mortgaged property (all as estimated by Mortgagee), less any sums already paid to Mortgagee therefor, divided by the number of months or other payment periods to elapse before one month or payment period prior to the date when such ground rents, premiums, water rents, fire district charges, taxes and assessments will become due, such sums to be held by Mortgagee in trust, to pay said ground rents, premiums, water rents, fire district charges, taxes and assessments. All payments mentioned in the preceding sentence and the payments to be made on the indebtedness secured hereby shall be added together and the aggregate amount thereof shall be paid by Mortgagors each month or other payment period in a single payment to be applied by Mortgagee to the following items in the order set forth: (a) ground rents, taxes, water rents, fire district charges, assessments, fire and other hazard insurance premiums; (b) interest on the indebtedness secured hereby; and (c) the balance, if any, shall be applied toward the payment of the sum hereby secured. Any deficiency in the amount of such aggregate monthly or other periodic payments shall constitute a default under this mortgage. Any excess funds accumulated under this paragraph after payment of the items herein mentioned shall be credited in calculating the monthly or other periodic payments of the same nature required hereunder in the subsequent year; but if the actual amount of any such item shall exceed the estimate therefor, Mortgagors shall without demand forthwith make good the deficiency. Failure by Mortgagors to do so before the due date of such item shall be a default hereunder. If the mortgaged property is sold under foreclosure or is otherwise acquired by Mortgagee after default, any remaining balance of the accumulations under this paragraph shall be credited to the principal of the secured indebtedness as of the date of the foreclosure sale or as of the date the property is otherwise acquired.

5. That they will take good care of the mortgaged property and the personal property described above and will not commit or permit any waste thereon or thereof or the removal of any oil, gas or mineral therefrom, and that they will keep the same repaired and at all times will maintain the same in at least as good condition as it now is, reasonable wear and tear alone excepted. If Mortgagors fail to make repairs to the mortgaged property, Mortgagee may make such repairs at Mortgagor's expense (but Mortgagee is not obligated to do so). Mortgagee, its agents and employees, may enter the mortgaged property and any improvements thereon at any reasonable time for the purpose of inspecting or repairing such improvements.

6. That all amounts expended by Mortgagee for insurance or for the payments of taxes or assessments or to discharge liens on the mortgaged property or other obligations of Mortgagors or to make repairs to the mortgaged property or any improvements thereon shall become a debt due Mortgagee, shall be payable at once without demand upon or notice to any person, shall bear interest at the rate of interest payable on the principal sum of the note described above, or if no such rate of interest is specified in the note or if the rate specified would be unlawful, at the maximum rate allowed

by law from the date of payment by Mortgagee, and such debt and the interest thereon shall be secured by this mortgage. Upon failure of Mortgagors to reimburse Mortgagee for all amounts so expended, at the election of Mortgagee and with or without notice to any person, Mortgagee may declare the entire indebtedness secured by this mortgage due and payable and may foreclose this mortgage as hereinafter provided or as provided by law.

7. That no delay or failure of Mortgagee to exercise any option to declare the maturity of any debt secured by this mortgage shall be taken or deemed as a waiver of the right to exercise such option or to declare such forfeiture either as to past or present defaults on the part of Mortgagors, and that the procurement of insurance or payment of taxes or other liens or assessments or obligations by Mortgagee shall not be taken or deemed as a waiver of the right to accelerate the maturity of the indebtedness hereby secured by reason of the failure of Mortgagors to procure such insurance or to pay such taxes, liens, assessments or obligations, it being agreed by Mortgagors that no terms or conditions contained in this mortgage can be waived, altered or changed except by a writing signed by Mortgagee.

8. That those Mortgagors who are obligated as the Borrower or as guarantor or endorser to pay the indebtedness hereby secured will well and truly pay and discharge such indebtedness as it shall become due and payable, including the note or notes described above, any renewals or extensions thereof, and any other notes or obligations of such Mortgagors to Mortgagee, whether now or hereafter incurred.

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

10. That they will not cause or allow possession of the mortgaged property to be in any other person or entity to the exclusion of Mortgagors and will not cause or allow all or any part of the mortgaged property or any interest therein to be sold, assigned, transferred or conveyed by Mortgagors, or any of them, without Mortgagee's prior written consent, excluding only (a) the creation of a lien or encumbrance expressly subordinate to this mortgage, (b) the creation of a purchase money security interest for household appliances, (c) a transfer by devise, descent or by operation of law upon the death of a joint tenant, or (d) (if the mortgaged property is the Mortgagors' residence) the grant of any leasehold interest of one year or less (including all mandatory or optional renewal periods) not containing an option to purchase. Mortgagee may withhold its consent or may condition its consent to any such transfer of possession of, or an interest in, the mortgaged property upon the transferee's agreeing to pay a greater rate of interest on all or any part of the indebtedness secured by this mortgage, upon Mortgagee's approval of the creditworthiness of the transferee, and upon the transferee's payment to Mortgagee of a reasonable transfer or assumption fee. Upon breach by Mortgagors, or any of them, of the covenants herein contained, Mortgagee may, at its election, accelerate maturity of the indebtedness hereby secured and proceed to foreclose this mortgage as hereinafter provided or as provided by law.

11. That, except as otherwise expressly disclosed to Mortgagee in writing on the date of this mortgage, no Hazardous Substance (as defined below) has been released or disposed of on or under the mortgaged property by Mortgagors or, to the best of Mortgagors knowledge, by any third party or any predecessor in interest or title to the mortgaged property; no underground storage tanks, whether in use or not in use, are located on or under any part of the mortgaged property; Mortgagors and the mortgaged property are and will remain in compliance with all applicable local, state and federal environmental laws and regulations; no notice has been received by Mortgagors from any governmental authority or any other person claiming violation of any environmental protection law or regulation or demanding payment, indemnity or contribution for any environmental damage or injury to natural resources, relating in any way to the mortgaged property, and Mortgagors will notify Mortgagee promptly in writing if any such notice is hereafter received; and any Hazardous Substance used or produced in Mortgagors business will be used, produced, stored and disposed of in strict compliance with all applicable environmental laws and regulations. Mortgagors will notify Mortgagee immediately if any Hazardous Substance is released or discovered on or under the mortgaged property, and Mortgagors will take or cause to be taken such remedial action as may be necessary in order to remedy

such released or discovered Hazardous Substance and to obtain a certificate of remediation or other certificate of compliance from applicable governmental authorities. At Mortgagee's request, Mortgagors will promptly obtain, at Mortgagors' expense, and deliver to Mortgagee an environmental inspection report or will update a previous report, in form acceptable to Mortgagee, prepared by a competent environmental professional reasonably satisfactory to Mortgagee. As used herein, the term "Hazardous Substance" includes, without limitation, any hazardous or toxic substance and any substance or material that is regulated or controlled by the federal Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended (CERCLA), the federal Hazardous Materials Transportation Act, the federal Resource Conservation and Recovery Act, the federal Clean Water Act, the federal Clean Air Act, the federal Toxic Substances Control Act, or any other federal, state or local environmental law, ordinance, or regulation now or hereafter in effect. Mortgagors agree to indemnify Mortgagee against any and all liability and expense (including attorneys' fees and litigation expenses) incurred by Mortgagee on account of breach by Mortgagors of any representation, warranty or covenant set forth in this paragraph. This agreement to indemnify shall survive payment of the Secured Indebtedness, satisfaction of this mortgage, and foreclosure of this mortgage.

12. That, if this is a construction mortgage, Mortgagors will perform and comply with, or will cause the Borrower to perform and comply with, the terms of any construction loan agreement made with Mortgagee with regard to any improvements to be made on the mortgaged property.

13. That all the covenants and agreements of Mortgagors herein contained shall extend to and bind their respective heirs, executors, administrators, successors and assigns, and that such covenants and agreements and all options, rights, privileges and powers herein given, granted or secured to Mortgagee shall inure to the benefit of the successors and assigns of Mortgagee.

14. That the provisions of this mortgage and the note or notes secured hereby are severable, and that the invalidity or unenforceability of any provision of this mortgage or of any such note or notes shall not affect the validity and enforceability of the other provisions of this mortgage or of such note or notes. The remedies provided to Mortgagee herein are cumulative with the rights and remedies of Mortgagee at law and in equity, and such rights and remedies may be exercised concurrently or consecutively. A carbon or photostatic copy of this mortgage may be filed as a financing statement in any public office.


If the Borrower pays and discharges all the indebtedness hereby secured (including future advances) as the same becomes due and payable, and if Mortgagors in all things do and perform all acts and agreements by them herein agreed to be done according to the tenor and effect thereof, then and in that event only this conveyance and the security interest herein granted shall be and become null and void, but if default is made in the payment of any indebtedness hereby secured or any renewals or extensions thereof or any part thereof, or if any interest thereon remain unpaid when due, or if default be made in the repayment of any sum expended by Mortgagee under the authority of any provision of this mortgage, or if the interest of Mortgagee in the mortgaged property or any of the personal property described above become endangered by reason of the enforcement of any lien or encumbrance thereon, or if a petition to condemn any part of the mortgaged property be filed by any authority, person or entity having power of eminent domain, or if any law, either state or federal, be passed imposing or authorizing the imposition of a specific tax upon this mortgage or the indebtedness hereby secured or permitting or authorizing the deduction of any such tax from the principal or interest secured by this mortgage or by virtue of which any tax or assessment upon the mortgaged property shall be charged against the owner of this mortgage, or if at any time any of the covenants contained in this mortgage or in any note or other evidence of indebtedness secured hereby be declared invalid or unenforceable by any court of competent jurisdiction, or if Mortgagors fail to do and perform any other act or thing herein required or agreed to be done, then in any of said events the whole of the indebtedness hereby secured, or any portion or part thereof which may at said date not have been paid, with interest thereon, shall at once become due and payable and this mortgage shall be subject to foreclosure at the option of Mortgagee, notice of the exercise of such option being hereby expressly waived by Mortgagors, and Mortgagee shall have the right to enter upon and take possession of the mortgaged property. If an event of default occurs and remains uncured, then in either or any such event, the aggregate sum or sums secured hereby then remaining unpaid, with interest accrued at that time, and all moneys secured hereby, shall become due and payable forthwith, or thereafter, at the option of Mortgagee, or its assigns, as fully and completely as if all of the said sums of money were originally stipulated to be paid on such date, anything in the note or any instrument or instruments or in this mortgage to the contrary notwithstanding; and thereupon, or thereafter, at the option of Mortgagee, or its assigns, without notice or demand, suit at law or in equity may be prosecuted as if all moneys secured hereby had matured prior to its institution. The Mortgagee, or its assigns, may do either or both of the following as to the amount so declared due and payable: (i) bring an action to enforce payment of the amount so declared due and payable, with or without bringing an action to foreclose this mortgage; and/or (ii) foreclose this mortgage as to the amount so declared due and payable, and the premises, or any part or parts thereof, in one or more sales as determined by Mortgagee, shall be sold

BK: 8862 PG: 1137

to satisfy and pay the same with costs, expenses and allowances. In addition, Mortgagee shall also be entitled to take such action and avail itself of such remedies as may be available under the Uniform Commercial Code in effect in the State of Florida.

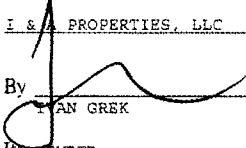
(Mark if applicable) This is a construction mortgage that secures an obligation incurred for the construction of an improvement on land (and may include the acquisition cost of the land).

In Witness Whereof, each of the undersigned has hereunto set his or her signature and seal, or has caused this instrument to be executed by its officer(s), partner(s), member(s), or agent(s) thereunto duly authorized, this 13th day of September, 2022.

  
\_\_\_\_\_  
Stefonny Manjarrez (Seal)  
[Type or Print Name of Witness] \_\_\_\_\_ (Seal)

  
\_\_\_\_\_  
Rosa Belongia (Seal)  
[Type or Print Name of Witness] \_\_\_\_\_ (Seal)

ATTEST: \_\_\_\_\_  
Its \_\_\_\_\_  
(Corporate Seal)

I & A PROPERTIES, LLC  
By   
\_\_\_\_\_  
Its MEMBER

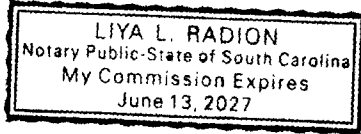
Synovus Bank NMLS # 408999

NMLS#

STATE OF ~~FLORIDA~~ South Carolina **INDIVIDUAL ACKNOWLEDGMENT**  
 COUNTY OF Spartanburg

The foregoing instrument was acknowledged before me by means of  
 physical presence or \_\_\_ online notarization, this 13<sup>th</sup> of September, 2022  
 by Ivan Grek, who is personally known to me or who has  
 produced driver's license as identification.

[Notary Seal]



[Signature]  
 Notary Public

Liya L. Radion  
 Name typed, printed or stamped  
 My Commission Expires: 6/13/2027

STATE OF FLORIDA **INDIVIDUAL ACKNOWLEDGMENT**  
 COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me by means of  
 physical presence or \_\_\_ online notarization, this \_\_\_\_\_  
 by \_\_\_\_\_, who is personally known to me or who has  
 produced \_\_\_\_\_ as identification.

[Notary Seal]

\_\_\_\_\_  
 Notary Public

\_\_\_\_\_  
 Name typed, printed or stamped  
 My Commission Expires: \_\_\_\_\_

STATE OF FLORIDA **CORPORATE (OR OTHER BUSINESS ENTITY) ACKNOWLEDGMENT**  
 COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me by means of  
 physical presence or \_\_\_ online notarization, this \_\_\_\_\_ by  
 \_\_\_\_\_, the \_\_\_\_\_ of  
 \_\_\_\_\_, on behalf of the business entity. He/she is personally known to  
 me or has produced \_\_\_\_\_ as identification.

[Notary Seal]

\_\_\_\_\_  
 Notary Public

\_\_\_\_\_  
 Name typed, printed or stamped  
 My Commission Expires: \_\_\_\_\_

## Exhibit A

### Parcel 1:

Commence at the Southwest corner of Section 8, Township 1 South, Range 30 West, Escambia County, Florida; then run North  $00^{\circ} 33' 35''$  West along the West line of said Section for 659.64 feet to the North line of Lot 10, of Pensacola Farm Orchards Subdivision, as recorded in Deed Book 67, Page 345, of the Public Records of said County; thence run North  $89^{\circ} 48' 06''$  East along said North line for 288.66 feet to the Westerly right of way line of State Road 95; thence run South  $13^{\circ} 44' 45''$  East along said right of way line for 88.95 feet for the Point of Beginning; thence continue along the last course run South  $13^{\circ} 44' 45''$  East for 144.44 feet; thence run South  $78^{\circ} 55' 12''$  West for 107.06 feet; thence run South  $13^{\circ} 44' 45''$  East for 64.21 feet; thence run South  $89^{\circ} 48' 06''$  West for 99.12 feet to the Easterly right of way line of St. Louis and Frisco Railroad; thence run North  $17^{\circ} 34' 39''$  West along said right of way line for 233.76 feet; thence run North  $89^{\circ} 48' 06''$  East for 225.39 feet to the Point of Beginning.

### Parcel 2:

A parcel of land in Lots 9 and 10, Section 8, Township 1 South, Range 30 West, Escambia County, Florida, located between the Frisco R.R. and the new 4-lane U.S. Highway 29, described as follows: From a Point of Beginning at the intersection of the East line of the Frisco R.R. right of way and the North line of the 200 foot right of way of U.S. Highway 90 Alt. in said Section 8, run Northerly along the East line of said R.R. right of way 242.92 feet to a point (said point being 21.25 feet due North of the South line of Lot 10); thence East at an angle of  $107^{\circ} 23'$  to the right from the course just run go 328.1 feet to a point on the West line of U.S. 29; thence run Southeasterly along said Highway U.S. 29 right of way line at an angle of  $64^{\circ} 12'$  from the Easterly course just run a distance of 255 feet to a point on the North line of U.S. 90 Alt; thence West along the North line of the right of way of U.S. 90 Alt, 365 feet, more or less, to the Point of Beginning of this description.

LESS and except: That portion or right of way acquired by the Florida Department of Transportation on the Easterly side of the above described parcel and shown on the Florida Department of Transportation right of way map of State Road No. 95, Sections No. 4804-205 and dated 06/08/55.

### Parcel 3:

Commence at the Northeast corner of Lot 10, Block 5, Section 8, Township 1 South, Range 30 West, Escambia County, Florida; thence West along the North line of said Lot 10, 392 feet, to the West right of way line of State Road No. 95 (U.S. 29) Exit Road; thence run Southeasterly along said right of way of State Road 95 Exit Road a distance of 250 feet to Point of Beginning; thence continue same course 85 feet; thence Westerly a distance of 190 feet more or less to the East right of way line of Frisco Railroad; thence North along said Railroad right of way a distance of 85 feet; thence Easterly 199 feet more or less to the Point of Beginning. LESS any portion thereof lying within right of way of State Road #95 Exit Road. LESS and except that parcel described in Official Records Book 2063, Page 476 of the Public Records of Escambia County, Florida.

### Parcel 4:

Commence at the Southwest corner of Section 8, Township 1 South, Range 30 West, Escambia County, Florida; thence go North  $02^{\circ} 43' 21''$  East along the West line of said Section 8, for a distance of 659.64 feet to the North line of Lot 10, Block 5, Pensacola Farmland Company Subdivision as recorded in Deed Book 67, at Page 345 of the Public Records of Escambia County, Florida; thence departing said West line of Section 8, go South  $86^{\circ} 54' 58''$  East along the North line of said Lot 10, for a distance of 288.14 feet to the intersection with the Westerly right of way line of State Road 95 (US Highway 29, right of way varies); thence go South  $08^{\circ} 56' 31''$  East along the Westerly right of way line of said State Road 95 for a distance of 233.32 feet to the intersection with the South line of that parcel described in Official Records Book 2063, at page 476 of the Public Records of Escambia County, Florida, for the Point of Beginning; thence continue South  $08^{\circ} 56' 31''$  East along the Westerly right of way line of said State Road 95, for a distance of 16.68 feet to the intersection with the North line of that parcel described in Official Records Book 5840 at page 1609 of the Public Records of Escambia County, Florida, thence go North  $86^{\circ} 53' 56''$  West along the North line of that parcel described in said Official Records Book 5840, at Page 1609 for a distance of 88.19 feet to the intersection with the South line of that parcel described in said Official Records Book 2063, at page 476; thence go North  $82^{\circ} 12' 08''$  East along the South line of that parcel described in said Official Records Book 2063, at page 476 for a distance of 86.27 feet to the Point of Beginning. The above described parcel is situated in Section 8, Township 1 South, Range 30 West, Escambia County, Florida.

BK: 8862 PG: 1140

## Exhibit A

(Continued)

Parcels 3 and 4 above being more particularly described as follows:

Commence at the Southwest corner of Section 8, Township 1 South, Range 30 West, Escambia County, Florida; thence go North 02° 43' 21" East along the West line of said Section 8, for a distance of 659.64 feet to the North line of Lot 10, Block 5, Pensacola Farmland Company Subdivision as recorded in Deed Book 67, at Page 345 of the Public Records of Escambia County, Florida; thence departing said West line of Section 8, go South 86° 54' 58" East along the North line of said Lot 10, for a distance of 288.14 feet to the intersection with the Westerly right of way line of State Road 95 (US Highway 29, right of way varies); thence go South 08° 56' 31" East along the Westerly right of way line of said State Road 95, for a distance of 233.32 feet to the intersection with the South line of that parcel described in Official Records Book 2063, at Page 476 of the Public Records of Escambia County, Florida, for the Point of Beginning; thence continue South 08° 56' 31" East along the Westerly right of way line of said State Road 95 for a distance of 98.65 feet to the intersection with the North line of that parcel described in Official Records Book 7553, at Page 1013 of the Public Records of Escambia County, Florida; thence go North 86° 53' 56" West along the North line of that parcel described in said Official Records Book 7553, at Page 1013 for a distance of 198.78 feet to the intersection with the Easterly right of way line of the St. Louis and Frisco Railroad (100 foot right of way); thence go North 14° 16' 19" West along the Easterly right of way of said St. Louis and Frisco Railroad for a distance of 15.73 feet to the intersection with the South line of that parcel described in said Official Records Book 2063, at Page 476; thence go South 86° 54' 58" East along the South line of that parcel described in said Official Records Book 2063, at Page 476 for a distance of 99.22 feet to the intersection with the East line of that parcel described in said Official Records Book 2063, at Page 476; thence go North 10° 27' 49" West along the East line of that parcel described in said Official Records Book 2063, at Page 476 for a distance of 64.21 feet to the intersection with the South line of that parcel described in said Official Records Book 2063, at Page 476; thence go North 82° 12' 08" East along the South line of that parcel described in said Official Records Book 2063, at Page 476 for a distance of 100.56 feet to the Point of Beginning. The above described parcel is situated in Section 8, Township 1 South, Range 30 West, Escambia County, Florida.

Parcel Identification Number: 081S303201025005



BK: 8862 PG: 1141

Exhibit A

SEE LEGAL DESCRIPTION ATTACHED HERETO AND MADE A PART HEREOF BY THIS REFERENCE.

BK: 8862 PG: 1142

## ADDENDUM TO REAL ESTATE MORTGAGE AND SECURITY AGREEMENT

This Addendum to Real Estate Mortgage and Security Agreement (this "Addendum") makes, discloses and confirms the following changes to the terms of that certain Real Estate Mortgage and Security Agreement (the "Mortgage") dated of even date herewith from Mortgagors to Mortgagee:

Notwithstanding any language to the contrary in the Mortgage, the property in which Mortgagee is granted a lien or security interest under the Mortgage shall not include any personal property which (a) is located in a building which is located in a special flood hazard area (as designated by the Administrator of the Federal Emergency Management Agency) in which flood insurance is available under the National Flood Insurance Act of 1968, as amended (the "Act"), (b) would cause Mortgagee to be in violation of the Act or the federal flood insurance regulations applicable to Mortgagee if the property secures a loan made, increased, extended or renewed by Mortgagee unless the property is covered by flood insurance or is exempt from the flood insurance requirement, and (c) is not covered by flood insurance that meets the requirements of the Act and the federal flood insurance regulations applicable to Mortgagee.

Further, notwithstanding any language to the contrary in the Mortgage, the security interest in personal property which Mortgagee is granted under the Mortgage shall not include any non-possessory security interest in any "household goods" of Mortgagors (as the term "household goods" is defined in 16 C.F.R. § 444.1(i)) other than a purchase money security interest.

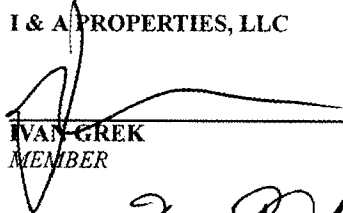
This Addendum supplements the Mortgage including all addenda, exhibits, riders, and schedules thereto, and all of the terms and conditions of the Mortgage apply to this Addendum; provided, that to the extent there is a conflict between this Addendum and the Mortgage, the terms of this Addendum shall control. All capitalized terms used but not otherwise defined in this Addendum shall have the meanings assigned to them in the Mortgage. All of the provisions of this Addendum shall be deemed to be incorporated in and made a part of the Mortgage, and the Mortgage, as supplemented by this Addendum, shall be read, taken and construed as one and the same instrument. The Mortgage, as supplemented by this Addendum, shall remain in full force and effect and is hereby ratified by Mortgagors. This Addendum is not intended to be, and shall not be construed to constitute, a novation of the Mortgage.

[Signature Page on Following Page]

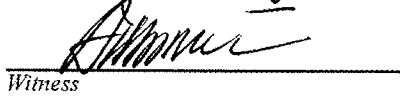
BK: 8862 PG: 1143 Last Page

IN WITNESS WHEREOF, Mortgagors have signed and delivered this Addendum this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

I & A PROPERTIES, LLC

  
\_\_\_\_\_  
IVAN GREK Date  
MEMBER

  
\_\_\_\_\_  
Witness

  
\_\_\_\_\_  
Witness

**Acknowledgment**

State of \_\_\_\_\_

County of \_\_\_\_\_

Recorded in Public Records 9/21/2022 12:05 PM OR Book 8862 Page 1125,  
 Instrument #2022095363, Pam Childers Clerk of the Circuit Court Escambia  
 County, FL Recording \$61.00

**ASSIGNMENT OF  
 RENTS AND LEASES**

Borrower	Lender
Name and Address I & A PROPERTIES, LLC 9106 WARREN H ABERNATHY HWY SPARTANBURG, SC 29301  Telephone No.8643845610	Name and Address Synovus Bank 1148 Broadway Columbus, GA 31901  Telephone No.888-796-6887

THIS ASSIGNMENT OF RENTS AND LEASES (this "Agreement"), made and entered into this 13th day of September, 2022 by and between the Borrower and the Lender above identified, WITNESSETH THAT:

For and in consideration of the loan or other financial accommodations extended by Lender to Borrower and resulting in the Obligations hereinafter defined, and for the purpose of securing payment and performance of said Obligations, Borrower hereby assigns, grants and conveys to Lender security title and a continuing security interest in all right, title and interest of Borrower in and to the following described Collateral to-wit:

All leases and rental contracts of every nature now existing and henceforth made or acquired by Borrower as the owner, lessor or landlord of the real estate described in Exhibit "A" hereto attached, and of each and every component rental unit, part and portion of said real estate (the "Premises"), including extensions, renewals and subleases, and together with the proceeds thereof (all of such leases and rental contracts collectively, whether written or oral, being hereinafter called the "Leases");

All rents, issues, profits, accounts, revenues and receivables of every nature now and hereafter due and payable under the Leases or arising from the Premises, including but not limited to periodic rents, deficiency rents, percentage rents, parking or common area maintenance contributions, liquidated damages and other claims of every nature which Borrower might now or henceforth have against lessees, tenants or occupants of the Premises (collectively, the "Rents"); and

All rights, remedies, privileges, options, benefits and entitlements of every nature available to and exercisable by the owner, lessor or landlord of the Premises with respect to the Leases and Rents, whether documented in writing or otherwise available, including but not limited to the immediate and continuing right to collect and receive the Rents as and when same become due.

As used herein, the capitalized word "Obligations" shall mean and include, collectively, an indebtedness of Borrower to Lender in the principal amount of \$ 952,500.00 evidenced by a promissory note or credit agreement dated 09/13/2022 (the "Specific Debt"), together with any and all extensions and renewals thereof and each and every other debt, liability and obligation of every nature, whether now existing or henceforth incurred or arising, and whether direct or indirect, due or to become due, absolute or contingent, primary or secondary, liquidated or unliquidated, that Borrower (or any of them if more than one Borrower) might now or at any time hereafter owe to Lender, whether individually or jointly with others.

The Specific Debt is secured by a certain mortgage or deed to secure debt (the "Security Instrument") whereby security title to the Premises is vested in Lender; and this Agreement shall supplement (and in no way limit or restrict) the provisions of said Security Instrument with respect to the above described Collateral. The rights and remedies herein provided for Lender may be exercised independently of (or, at Lender's option, in conjunction with) foreclosure or any other remedy afforded by the Security Instrument.

BORROWER WARRANTS AND REPRESENTS to Lender that (a) each of the Leases is valid and enforceable according to its terms, and there are no presently existing claims or defenses that could

be asserted by any tenant or lessee in opposition to such enforcement; (b) except as otherwise expressly disclosed by Borrower to Lender, all tenants and lessees are current in their payment of the Rents, and no prepayment of Rents in excess of one month in advance has been received by Borrower; (c) Borrower has the power and authority to make the foregoing assignment, and is not prohibited or restrained by any contract, judgment, order or decree from executing this Agreement and complying with the provisions hereof; and (d) Borrower has not taken any action or executed any instrument that might prevent Lender from collecting the Rents and otherwise pursuing its remedies hereunder.

BORROWER COVENANTS AND AGREES with Lender that for as long as any of the Obligations remain unpaid, Borrower will: (a) observe and perform all duties required of Borrower as owner or landlord of the Premises by virtue of the Leases; (b) enforce compliance with all terms and conditions imposed upon the respective tenants and lessees by virtue of the Leases; (c) refrain from discounting any future Rents, from any further assignment of the Leases or the Rents, and from collecting any Rents in advance without Lender's written consent; (d) refrain from modifying or terminating any of the Leases without Lender's written consent; (e) take and perform on a timely basis all action necessary for the protection and preservation of the Premises and the Leases, including but not limited to necessary repairs and replacements, and the procurement and maintenance of such insurance as Lender may reasonably require with respect to destruction or damage to the Premises, loss of Rents resulting from untenantability, and similar coverage; (f) provide Lender, promptly upon its request, with copies of any and all Leases that are documented in writing (the "Lease Documents"), and with such additional documentation or confirmation as Lender from time to time may reasonably require with respect to specific Leases in furtherance of the assignments herein made; (g) furnish Lender with such reports, accounting and other information regarding accrual and payment of Rents, rental vacancies and related matters as Lender may require (which reports, accounting and other information shall be furnished periodically or otherwise, all as Lender from time to time may elect and specify); and (h) fully comply with all laws and governmental regulations applicable to the Premises, including but not limited to environmental laws, the Americans with Disabilities Act, and all zoning and building laws.

In the event of Borrower's failure to pay when due any sum required to be paid on the Specific Debt or on any of the other Obligations, or to perform and fully satisfy any other covenant or agreement with Lender herein or in the Security Instrument provided, any such event shall constitute an event of default hereunder (each an "Event of Default").

For as long as Borrower is not in default hereunder or until otherwise notified by Lender, Borrower may collect and receive the current Rents for Borrower's own use and enjoyment. But if an Event of Default shall occur and be existing, Lender shall be and hereby is expressly authorized, at its option, to enter and take possession of the Premises and to manage and operate the same, and with or without entering or taking possession thereof, to collect any and all Rents theretofore and thenceforth accruing therefrom or under the Lease Documents, to let or re-let units or other parts of said Premises, to cancel or modify any Lease Documents, evict tenants, bring or defend suits in connection with the possession of any such unit or other part of the Premises in its own name or in Borrower's name, make repairs as Lender deems appropriate, and perform such other acts in connection with the management and operation of the Premises as Lender in its sole discretion reasonably exercised may deem proper, including but not limited to notifying tenants and lessees of this Agreement and requiring them to pay directly to Lender all Rents and other sums due and to become due from them to Borrower. Lender's receipt of any such Rents or other sums pursuant hereto shall not be construed to cure such default, nor to affect any other remedies of Lender herein or otherwise available to it.

With respect to insurance which Borrower is hereinabove required to procure and maintain: (a) Borrower shall furnish Lender with the policies or certificates of coverage, and with assurances satisfactory to Lender that the premiums at all times are currently paid thereon. Lender at its option (and with no obligation to do so) may procure any such insurance that Borrower fails to maintain, and any premium costs or other expense thus incurred by Lender shall be reimbursed by Borrower on demand. (b) The proceeds of all such insurance which become payable at any time for any reason are hereby assigned to Lender as part of the Collateral.

During the existence of any Event of Default consisting of Borrower's failure to observe and perform any duty required of Borrower as the owner or landlord of the Premises, Lender at its option (and with no obligation to do so) may take such action as Lender may reasonably deem necessary to comply with and satisfy such duty requirement. All expenses incurred by Lender in taking such action shall be reimbursed by Borrower on demand. Lender shall have no liability whatsoever for any such action taken in good faith pursuant to the provisions hereof, whether or not such action shall prove to be improper, inadequate or invalid in whole or in part.

Any cost or expense incurred by Lender which is hereinabove required to be reimbursed by Borrower on demand, if not promptly paid, shall bear interest at the highest rate provided in the promissory note or credit agreement that evidences the Specific Debt.

Borrower hereby irrevocably constitutes and appoints Lender as Borrower's true and lawful attorney-in-fact with full power and authority, in Borrower's name or otherwise, to take any and all action which Lender is herein expressly authorized to take, including but not limited to collecting the Rents and otherwise enforcing all rights of Borrower as owner or landlord of the Premises; and such power of attorney, being coupled with an interest, is irrevocable.

If at any time Borrower is in default in the due, prompt and complete observance or performance of any of the covenants, agreements or obligations of Borrower contained in this Agreement, the same shall, at Lender's option, constitute an Event of Default under the Security Instrument, and Lender shall have the right, at its option, to exercise any and all of its rights and remedies therein provided.

Neither this Agreement nor any action or actions on the part of Lender hereunder shall constitute or be construed as an assumption by Lender of any of the obligations of Borrower as the owner or landlord of the Premises, or under the Lease Documents, or to place responsibility or liability upon Lender for any operation, maintenance, repair or control of the Premises, and Borrower shall continue to be liable for all Borrower obligations thereunder.

Borrower agrees to protect, defend, indemnify and hold Lender harmless from and against any and all loss, liability, damage and expense (including but not limited to reasonable attorneys' fees) resulting from any failure of Borrower to perform and observe on a timely basis each of the covenants, agreements and obligations of Borrower herein or in the Lease Documents provided, or resulting from any claim, demand or cause of action on the part of any person whomsoever for any loss, damage, injury or death relating to the Premises or the Leases.

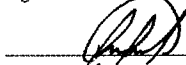
All rights and remedies herein provided for Lender are cumulative and not exclusive of any other rights and remedies provided by law or otherwise available to Lender. Any and all of same may be exercised singly and independently or in such combinations and as often as Lender from time to time may elect, and without waiving any default of Borrower hereunder. Neither Lender's delay in exercising nor its failure to exercise any such right or remedy shall constitute a waiver thereof, and no partial, incomplete or ineffectual exercise of such shall prevent Lender's subsequent exercise of the same or any other right or remedy.

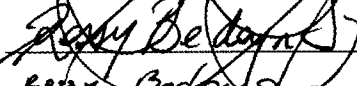
This Agreement shall be and remain binding upon Borrower and Borrower's heirs, executors, administrators, successors and assigns. And wherever used in this Agreement, the word "Borrower" shall mean each and all of them, jointly and severally, if there be more than one.

This Agreement shall be governed by and construed in accordance with the laws of the state indicated in Lender's address at the beginning of this Agreement.

ADDITIONAL PROVISIONS:

IN WITNESS WHEREOF, Borrower (each of them if more than one) has executed this Agreement under seal.


  
\_\_\_\_\_  
Stefanny Manjarrez  
[Type or Print Name of Witness]

  
\_\_\_\_\_  
Rosy Bedoya  
[Type or Print Name of Witness]

\_\_\_\_\_  
Borrower (SEAL)

\_\_\_\_\_  
Borrower (SEAL)

I & A PROPERTIES, LLC (SEAL)

By   
IVAN GREK  
Its MEMBER

Attest \_\_\_\_\_

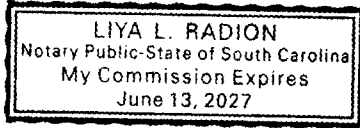
Its \_\_\_\_\_  
(Corporate Seal)

BK: 8862 PG: 1128

STATE OF ~~FLORIDA~~ South Carolina INDIVIDUAL ACKNOWLEDGMENT  
COUNTY OF Spartanburg

The foregoing instrument was acknowledged before me by means of  
X physical presence or \_\_\_ online notarization, this 13<sup>th</sup> of September, 2022  
by Ivan Grek, who is personally known to me or who has  
produced driver's license as identification.

[Notary Seal]



[Signature]  
Notary Public

Liya L. Radion  
Name typed, printed or stamped  
My Commission Expires: 6/13/2027

STATE OF FLORIDA INDIVIDUAL ACKNOWLEDGMENT  
COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me by means of  
X physical presence or \_\_\_ online notarization, this \_\_\_\_\_  
by \_\_\_\_\_, who is personally known to me or who has  
produced \_\_\_\_\_ as identification.

[Notary Seal]

\_\_\_\_\_  
Notary Public

\_\_\_\_\_  
Name typed, printed or stamped  
My Commission Expires: \_\_\_\_\_

STATE OF FLORIDA CORPORATE (OR OTHER BUSINESS  
COUNTY OF \_\_\_\_\_ ENTITY) ACKNOWLEDGMENT

The foregoing instrument was acknowledged before me by means of  
X physical presence or \_\_\_ online notarization, this \_\_\_\_\_ by  
\_\_\_\_\_, the \_\_\_\_\_ of  
\_\_\_\_\_, on behalf of the business entity. He/she is personally known to  
me or has produced \_\_\_\_\_ as identification.

[Notary Seal]

\_\_\_\_\_  
Notary Public

\_\_\_\_\_  
Name typed, printed or stamped  
My Commission Expires: \_\_\_\_\_



BK: 8862 PG: 1129

## Exhibit A

### Parcel 1:

Commence at the Southwest corner of Section 8, Township 1 South, Range 30 West, Escambia County, Florida; then run North 00° 33' 35" West along the West line of said Section for 659.64 feet to the North line of Lot 10, of Pensacola Farm Orchards Subdivision, as recorded in Deed Book 67, Page 345, of the Public Records of said County; thence run North 89° 48' 06" East along said North line for 288.66 feet to the Westerly right of way line of State Road 95; thence run South 13° 44' 45" East along said right of way line for 88.95 feet for the Point of Beginning; thence continue along the last course run South 13° 44' 45" East for 144.44 feet; thence run South 78° 55' 12" West for 107.06 feet; thence run South 13° 44' 45" East for 64.21 feet; thence run South 89° 48' 06" West for 99.12 feet to the Easterly right of way line of St. Louis and Frisco Railroad; thence run North 17° 34' 39" West along said right of way line for 233.76 feet; thence run North 89° 48' 06" East for 225.39 feet to the Point of Beginning.

### Parcel 2:

A parcel of land in Lots 9 and 10, Section 8, Township 1 South, Range 30 West, Escambia County, Florida, located between the Frisco R.R. and the new 4-lane U.S. Highway 29, described as follows: From a Point of Beginning at the intersection of the East line of the Frisco R.R. right of way and the North line of the 200 foot right of way of U.S. Highway 90 Alt. in said Section 8, run Northerly along the East line of said R.R. right of way 242.92 feet to a point (said point being 21.25 feet due North of the South line of Lot 10); thence East at an angle of 107° 23' to the right from the course just run go 328.1 feet to a point on the West line of U.S. 29; thence run Southeasterly along said Highway U.S. 29 right of way line at an angle of 64° 12' from the Easterly course just run a distance of 255 feet to a point on the North line of U.S. 90 Alt; thence West along the North line of the right of way of U.S. 90 Alt, 365 feet, more or less, to the Point of Beginning of this description.

LESS and except: That portion or right of way acquired by the Florida Department of Transportation on the Easterly side of the above described parcel and shown on the Florida Department of Transportation right of way map of State Road No. 95, Sections No. 4804-205 and dated 06/08/55.

### Parcel 3:

Commence at the Northeast corner of Lot 10, Block 5, Section 8, Township 1 South, Range 30 West, Escambia County, Florida; thence West along the North line of said Lot 10, 392 feet, to the West right of way line of State Road No. 95 (U.S. 29) Exit Road; thence run Southeasterly along said right of way of State Road 95 Exit Road a distance of 250 feet to Point of Beginning; thence continue same course 85 feet; thence Westerly a distance of 190 feet more or less to the East right of way line of Frisco Railroad; thence North along said Railroad right of way a distance of 85 feet; thence Easterly 199 feet more or less to the Point of Beginning. LESS any portion thereof lying within right of way of State Road #95 Exit Road. LESS and except that parcel described in Official Records Book 2063, Page 476 of the Public Records of Escambia County, Florida.

### Parcel 4:

Commence at the Southwest corner of Section 8, Township 1 South, Range 30 West, Escambia County, Florida; thence go North 02° 43' 21" East along the West line of said Section 8, for a distance of 659.64 feet to the North line of Lot 10, Block 5, Pensacola Farmland Company Subdivision as recorded in Deed Book 67, at Page 345 of the Public Records of Escambia County, Florida; thence departing said West line of Section 8, go South 86° 54' 58" East along the North line of said Lot 10, for a distance of 288.14 feet to the intersection with the Westerly right of way line of State Road 95 (US Highway 29, right of way varies); thence go South 08° 56' 31" East along the Westerly right of way line of said State Road 95 for a distance of 233.32 feet to the intersection with the South line of that parcel described in Official Records Book 2063, at page 476 of the Public Records of Escambia County, Florida, for the Point of Beginning; thence continue South 08° 56' 31" East along the Westerly right of way line of said State Road 95, for a distance of 16.68 feet to the intersection with the North line of that parcel described in Official Records Book 5840 at page 1609 of the Public Records of Escambia County, Florida, thence go North 86° 53' 56" West along the North line of that parcel described in said Official Records Book 5840, at Page 1609 for a distance of 88.19 feet to the intersection with the South line of that parcel described in said Official Records Book 2063, at page 476; thence go North 82° 12' 08" East along the South line of that parcel described in said Official Records Book 2063, at page 476 for a distance of 86.27 feet to the Point of Beginning. The above described parcel is situated in Section 8, Township 1 South, Range 30 West, Escambia County, Florida.

File Number: 22-291011

DoubleTime®



BK: 8862 PG: 1130

## Exhibit A

(Continued)

Parcels 3 and 4 above being more particularly described as follows:

Commence at the Southwest corner of Section 8, Township 1 South, Range 30 West, Escambia County, Florida; thence go North 02° 43' 21" East along the West line of said Section 8, for a distance of 659.64 feet to the North line of Lot 10, Block 5, Pensacola Farmland Company Subdivision as recorded in Deed Book 67, at Page 345 of the Public Records of Escambia County, Florida; thence departing said West line of Section 8, go South 86° 54' 58" East along the North line of said Lot 10, for a distance of 288.14 feet to the intersection with the Westerly right of way line of State Road 95 (US Highway 29, right of way varies); thence go South 08° 56' 31" East along the Westerly right of way line of said State Road 95, for a distance of 233.32 feet to the intersection with the South line of that parcel described in Official Records Book 2063, at Page 476 of the Public Records of Escambia County, Florida, for the Point of Beginning; thence continue South 08° 56' 31" East along the Westerly right of way line of said State Road 95 for a distance of 98.65 feet to the intersection with the North line of that parcel described in Official Records Book 7553, at Page 1013 of the Public Records of Escambia County, Florida; thence go North 86° 53' 56" West along the North line of that parcel described in said Official Records Book 7553, at Page 1013 for a distance of 198.78 feet to the intersection with the Easterly right of way line of the St. Louis and Frisco Railroad (100 foot right of way); thence go North 14° 16' 19" West along the Easterly right of way of said St. Louis and Frisco Railroad for a distance of 15.73 feet to the intersection with the South line of that parcel described in said Official Records Book 2063, at Page 476; thence go South 86° 54' 58" East along the South line of that parcel described in said Official Records Book 2063, at Page 476 for a distance of 99.22 feet to the intersection with the East line of that parcel described in said Official Records Book 2063, at Page 476; thence go North 10° 27' 49" West along the East line of that parcel described in said Official Records Book 2063, at Page 476 for a distance of 64.21 feet to the intersection with the South line of that parcel described in said Official Records Book 2063, at Page 476; thence go North 82° 12' 08" East along the South line of that parcel described in said Official Records Book 2063, at Page 476 for a distance of 100.56 feet to the Point of Beginning. The above described parcel is situated in Section 8, Township 1 South, Range 30 West, Escambia County, Florida.

Parcel Identification Number: 081S303201025005

**Exhibit "A"**

SEE LEGAL DESCRIPTION ATTACHED HERETO AND MADE A PART HEREOF BY THIS REFERENCE.



**STATE OF FLORIDA  
COUNTY OF ESCAMBIA**

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

**CERTIFICATE # 00414 of 2022**

I, PAM CHILDERS, CLERK OF THE CIRCUIT COURT OF ESCAMBIA COUNTY, FLORIDA, do hereby certify that I did on October 17, 2024, mail a copy of the foregoing Notice of Application for Tax Deed, addressed to:

I & A PROPERTIES LLC    I & A PROPERTIES LLC  
206 WOODLAKE DRIVE    9106 WARREN H ABERNATHY HWY  
SPARTANBURG, SC 29301    SPARTANBURG, SC 29301

SYNOVUS BANK    SYNOVUS BANK  
1148 BROADWAY    PO BOX 1638  
COLUMBUS, GA 31901    ROSWELL, GA 30077

WITNESS my official seal this 17th day of October 2024.



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 December 4, 2024, 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 **MIKON FINANCIAL SERVICES INC AND OCEAN BANK** holder of **Tax Certificate No. 00414**, issued the 1st day of **June, A.D., 2022** has filed same in my office and has made application for a tax deed to be issued thereon. Said certificate embraces the following described property in the County of Escambia, State of Florida, to wit:

**BEG AT INTER OF E LI OF FRISCO RR R/W AND N LI OF H/W NO 90 NLY ALG E LI OF RR 242 92/100 FT TO A POINT 21 25/100 FT N OF S LI OF LT 10 E AT ANG OF 107 DEG 23 MIN TO RIGHT FROM COURSE FIRST RUN 328 1/10 FT TO W LI OF H/W NO 29 SELY ALG H/W AT ANG OF 64 DEG 12 MIN FROM ELY COURSE JUST RUN 255 FT TO N LI OF H/W NO 90 W ALG N LI OF R/W OF H/W NO 90 365 FT TO POB S/D PLAT DB 67 P 345 OR 7978 P 927**

**SECTION 08, TOWNSHIP 1 S, RANGE 30 W**

**TAX ACCOUNT NUMBER 014798000 (1224-57)**

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

**I & A PROPERTIES LLC**

Unless said certificate shall be redeemed according to law, the property described therein will be sold to the highest bidder at public auction at 9:00 A.M. on the **first** Wednesday in the month of December, which is the **4th day of December 2024**.

Dated this 21st day of October 2024.

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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Post Property:

E NINE MILE RD 32534



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: 014798000 Certificate Number: 000414 of 2022**

**Payor: I & A PROPERTIES LLC 206 WOODLAKE DRIVE SPARTANBURG, SC 29301      Date  
 11/5/2024**

Clerk's Check #	5303942465	Clerk's Total	\$510.72
Tax Collector Check #	1	Tax Collector's Total	\$3,221.94
		Postage	\$32.80
		Researcher Copies	\$0.00
		Recording	\$10.00
		Prep Fee	\$7.00
		Total Received	\$3,782.46

**PAM CHILDERS  
 Clerk of the Circuit Court**

*REDEEMED*  
*\$ 3,782.46*

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>**

ESCAMBIA COUNTY SHERIFF'S OFFICE  
ESCAMBIA COUNTY, FLORIDA

*Redeemed*

**NON-ENFORCEABLE RETURN OF SERVICE**

*1224-57*

**Document Number:** ECSO24CIV036964NON

**Agency Number:** 25-000784

**Court:** TAX DEED

**County:** ESCAMBIA

**Case Number:** CERT NO 00414 2022

**Attorney/Agent:**

PAM CHILDERS  
CLERK OF COURT  
TAX DEED

**Plaintiff:** RE: I & A PROPERTIES LLC

**Defendant:**

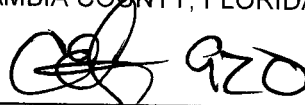
**Type of Process:** NOTICE OF APPLICATION FOR TAX DEED

Received this Writ on 10/25/2024 at 9:34 AM and served same at 10:16 AM on 11/6/2024 in ESCAMBIA COUNTY, FLORIDA, by serving POST PROPERTY , the within named, to wit: , .

POSTED TO THE PROPERTY AS INSTRUCTED BY THE CLERKS OFFICE.

CHIP W SIMMONS, SHERIFF  
ESCAMBIA COUNTY, FLORIDA

By: \_\_\_\_\_



C. CEPHAS, CPS

Service Fee: \$40.00

Receipt No: BILL

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**E NINE MILE RD 32534**



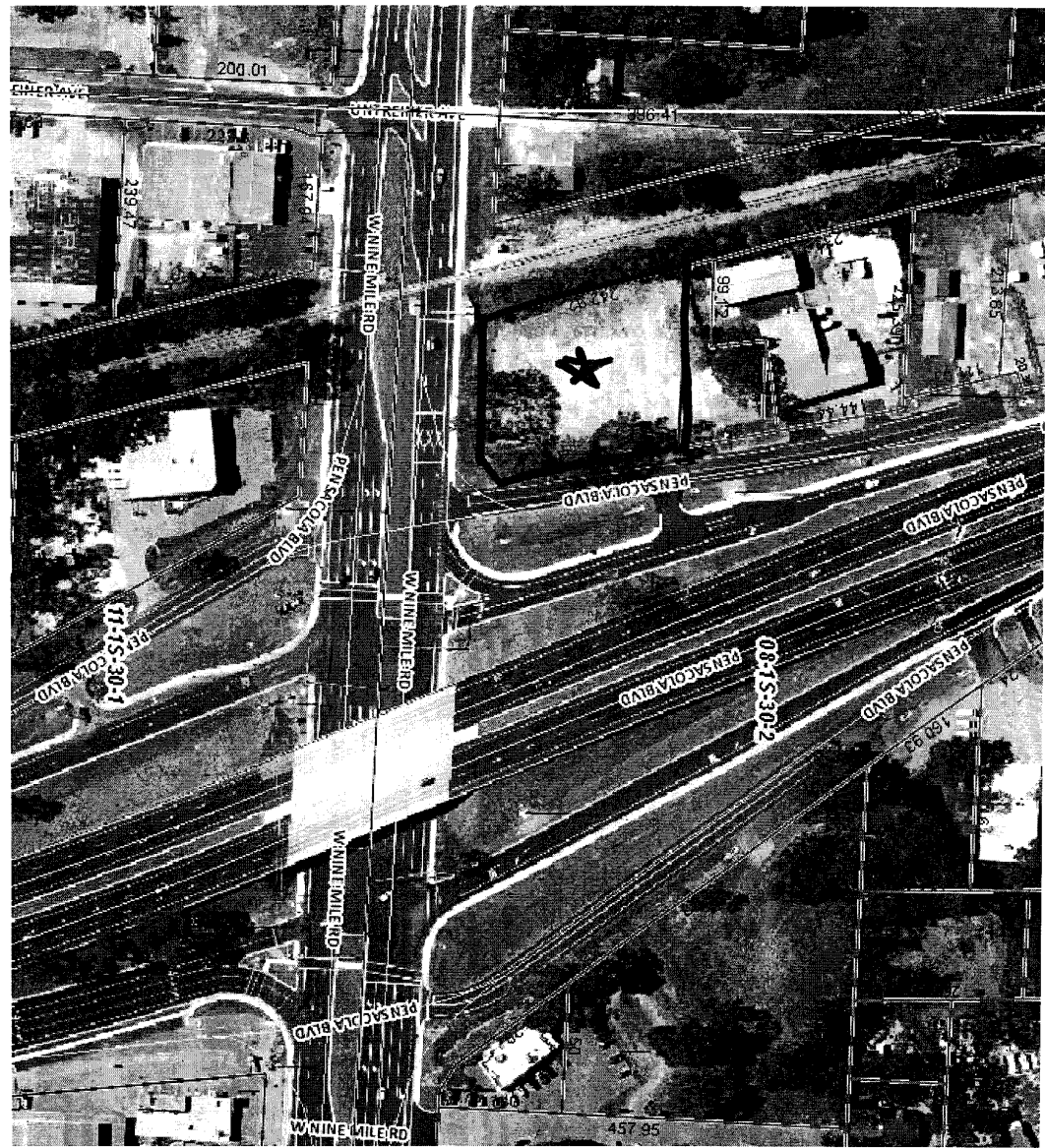
**PAM CHILDERS**  
CLERK OF THE CIRCUIT COURT  
ESCAMBIA COUNTY, FLORIDA

By:  
Emily Hogg  
Deputy Clerk

Map  
Attached

RECEIVED  
CLERK OF THE CIRCUIT COURT  
ESCAMBIA COUNTY, FLORIDA  
OCT 21 2024





I & A PROPERTIES LLC [1224-57]  
206 WOODLAKE DRIVE  
SPARTANBURG, SC 29301

**9171 9690 0935 0129 5952 24**

I & A PROPERTIES LLC [1224-57]  
9106 WARREN H ABERNATHY HWY  
SPARTANBURG, SC 29301

**9171 9690 0935 0129 5952 17**

SYNOVUS BANK [1224-57]  
1148 BROADWAY  
COLUMBUS, GA 31901

**9171 9690 0935 0129 5952 00**

SYNOVUS BANK [1224-57]  
PO BOX 1638  
ROSWELL, GA 30077

**9171 9690 0935 0129 5951 94**

*Redeemed*

**CERTIFIED MAIL™**



9171 9690 0935 0129 5952 24

*CTF*

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

PAM CHILDERS  
CLERK OF THE CIRCUIT COURT  
2024 NOV -4 P 2:50  
PENSACOLA COUNTY, FL

I & A PROPERTIES LLC [1224-57]  
206 WOODLAKE DRIVE  
SPARTANBURG, SC 29301

ANK  
29301 29301 29301 29301

FL 32502  
24PM



quadiant  
FIRST-CLASS MAIL  
IMI  
**\$008.16<sup>0</sup>**  
10/24/2024 ZIP 32502  
043M31219251

**US POSTAGE**

NIXIE 296 FE 1 0010/29/24

RETURN TO SENDER  
ATTEMPTED - NOT KNOWN  
UNABLE TO FORWARD

BC: 32502583335 \*2638-01641-24-35

