



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

0325.47

Part 1: Tax Deed Application Information

Applicant Name Applicant Address	ATCF II FLORIDA-A, LLC PO BOX 69239 BALTIMORE, MD 21264-9239	Application date	Apr 17, 2024
Property description	MATTMAR LLC 450 HICKORY NUT AVENUE OLDSMAR, FL 34677 6109 N DAVIS HWY 04-0006-150 THE SOUTHERNMOST PORT OF THE HEREAFTER DESCRIBED PROPERTY WITH A FRONTAGE OF 115 FT ON THE W SIDE OF (Full legal attached.)	Certificate #	2022 / 1413
		Date certificate issued	06/01/2022

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

Column 1 Certificate Number	Column 2 Date of Certificate Sale	Column 3 Face Amount of Certificate	Column 4 Interest	Column 5: Total (Column 3 + Column 4)
# 2022/1413	06/01/2022	6,051.57	302.58	6,354.15
→Part 2: Total*				6,354.15

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

Column 1 Certificate Number	Column 2 Date of Other Certificate Sale	Column 3 Face Amount of Other Certificate	Column 4 Tax Collector's Fee	Column 5 Interest	Total (Column 3 + Column 4 + Column 5)
# 2023/1384	06/01/2023	6,366.79	6.25	393.95	6,766.99
Part 3: Total*					6,766.99

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

1. Cost of all certificates in applicant's possession and other certificates redeemed by applicant (*Total of Parts 2 + 3 above)	13,121.14
2. Delinquent taxes paid by the applicant	0.00
3. Current taxes paid by the applicant	6,375.62
4. Property information report fee	200.00
5. Tax deed application fee	175.00
6. Interest accrued by tax collector under s.197.542, F.S. (see Tax Collector Instructions, page 2)	0.00
7. Total Paid (Lines 1-6)	19,871.76

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

Sign here: 
Signature, Tax Collector or Designee

Escambia, Florida

Date May 3rd, 2024

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

44.25

Part 5: Clerk of Court Certified Amounts (Lines 8-14)	
8. Processing tax deed fee	
9. Certified or registered mail charge	
10. Clerk of Court advertising, notice for newspaper, and electronic auction fees	
11. Recording fee for certificate of notice	
12. Sheriff's fees	
13. Interest (see Clerk of Court Instructions, page 2)	
14. Total Paid (Lines 8-13)	
15. Plus one-half of the assessed value of homestead property, if applicable under s. 197.502(6)(c), F.S.	
16. Statutory opening bid (total of Lines 7, 14, 15, and 16 if applicable)	
Sign here: _____ Date of sale <u>03/05/2025</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.

THE SOUTHERNMOST PORT OF THE HEREAFTER DESCRIBED PROPERTY WITH A FRONTAGE OF 115 FT ON THE W SIDE OF DAVIS HWY AND WITH A NLY LI RUNNING PARL TO N LI OF ENTIRE PARCEL; FROM THE PT OF INTER OF W R/W LI OF STATE RD #291 AND E LI OF SEC 34 S 26 DEG 00 MIN 00 SEC W ON LI OF SEC 34 72 25/100 FT TO POB N 72 DEG 24 MIN 30 SEC W 168 35/100 FT N 58 DEG 04 MIN 30 SEC W 311 38/100 FT N 79 DEG 05 MIN 30 SEC E 457 30/100 FT TO W R/W LI OF STATE RD #291 THENCE ALG R/W LI 236 50/100 FT TO PT OF INTER OF W R/W LI OF STATE RD #291 AND E LI OF SEC 34 S 26 DEG 00 MIN 00 SEC W 72 25/100 FT TO POB ALSO; FROM POB IN ABOVE DESCRIBED PROPERTY S 72 DEG 24 MIN 30 SEC E 31 97/100 FT TO W R/W LI OF STATE RD #291 N ALG R/W LI 74 73/100 FT S 26 DEG 00 MIN 00 SEC W 72 25/100 FT TO POB SEC 33/34 T1S R30W OR 8435 P 189 LESS OR 1891 P 550 MOOMAW TR

APPLICATION FOR TAX DEED

Section 197.502, Florida Statutes

512
R. 12/16

Application Number: 2400288

To: Tax Collector of ESCAMBIA COUNTY, Florida

I,

ATCF II FLORIDA-A, LLC
PO BOX 69239
BALTIMORE, MD 21264-9239,

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
04-0006-150	2022/1413	06-01-2022	THE SOUTHERNMOST PORT OF THE HEREAFTER DESCRIBED PROPERTY WITH A FRONTAGE OF 115 FT ON THE W SIDE OF DAVIS HWY AND WITH A NLY LI RUNNING PARL TO N LI OF ENTIRE PARCEL; FROM THE PT OF INTER OF W R/W LI OF STATE RD #291 AND E LI OF SEC 34 S 26 DEG 00 MIN 00 SEC W ON LI OF SEC 34 72 25/100 FT TO POB N 72 DEG 24 MIN 30 SEC W 168 35/100 FT N 58 DEG 04 MIN 30 SEC W 311 38/100 FT N 79 DEG 05 MIN 30 SEC E 457 30/100 FT TO W R/W LI OF STATE RD #291 THENCE ALG R/W LI 236 50/100 FT TO PT OF INTER OF W R/W LI OF STATE RD #291 AND E LI OF SEC 34 S 26 DEG 00 MIN 00 SEC W 72 25/100 FT TO POB ALSO; FROM POB IN ABOVE DESCRIBED PROPERTY S 72 DEG 24 MIN 30 SEC E 31 97/100 FT TO W R/W LI OF STATE RD #291 N ALG R/W LI 74 73/100 FT S 26 DEG 00 MIN 00 SEC W 72 25/100 FT TO POB SEC 33/34 T1S R30W OR 8435 P 189 LESS OR 1891 P 550 MOOMAW TR

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
ATCF II FLORIDA-A, LLC
PO BOX 69239

BALTIMORE, MD 21264-9239

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				
Parcel ID:	341S304101000001					Year	Land	Imprv	Total	Cap Val
Account:	040006150					2023	\$167,287	\$223,844	\$391,131	\$356,330
Owners:	MATTMAR LLC					2022	\$167,287	\$206,548	\$373,835	\$323,937
Mail:	450 HICKORY NUT AVENUE OLDSMAR, FL 34677					2021	\$167,287	\$127,202	\$294,489	\$294,489
Situs:	6109 N DAVIS HWY 32504					Disclaimer				
Use Code:	OFFICE, 1 STORY					Tax Estimator				
Taxing Authority:	PENSACOLA CITY LIMITS					Report Storm Damage				
Tax Inquiry:	Open Tax Inquiry Window					Enter Income & Expense Survey				
Tax Inquiry link courtesy of Scott Lunsford Escambia County Tax Collector						Download Income & Expense Survey				
Sales Data						2023 Certified Roll Exemptions				
Sale Date	Book	Page	Value	Type	Official Records (New Window)	None				
12/28/2020	8435	189	\$390,000	WD		Legal Description				
11/25/2014	7265	1158	\$185,000	WD		THE SOUTHERNMOST PORT OF THE HEREAFTER DESCRIBED PROPERTY WITH A FRONTAGE OF 115 FT ON THE W SIDE OF DAVIS HWY AND...				
01/1972	616	465	\$14,000	WD		Extra Features				
Official Records Inquiry courtesy of Pam Childers Escambia County Clerk of the Circuit Court and Comptroller						ASPHALT PAVEMENT CONCRETE WALKS				

Parcel Information		Launch Interactive Map	
Section			
Map Id:			
34-1S-30			
Approx. Acreage:			
0.5456			
Zoned:			
R-2			
R-2			
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		View Florida Department of Environmental Protection (DEP) Data	

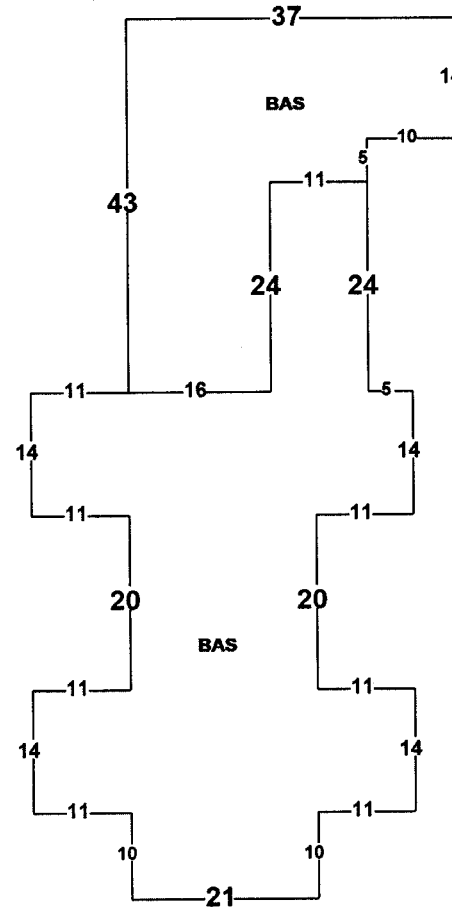
**Evacuation
& Flood
Information
Open
Report**


Buildings

Address: 6109 N DAVIS HWY, Year Built: 1973, Effective Year: 2010, PA Building ID#: 63798

Structural Elements

DECOR/MILLWORK-AVERAGE
DWELLING UNITS-0
EXTERIOR WALL-STUCCO OV BLOCK
EXTERIOR WALL-SIDING-SHT.AVG.
FLOOR COVER-TILE/STAIN CONC/BRICK
FOUNDATION-WOOD/NO SUB FLR
HEAT/AIR-CENTRAL H/AC
INTERIOR WALL-DRYWALL-PLASTER
NO. PLUMBING FIXTURES-7
NO. STORIES-1
ROOF COVER-BLT UP MTL/GYP
ROOF FRAMING-WOOD FRAME/TRUS
STORY HEIGHT-8
STRUCTURAL FRAME-WOOD FRAME



 Areas - 3135 Total SF

BASE AREA - 3135

images



6/10/2021 12:00:00 AM

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

Last Updated:05/07/2024 (tc.2455)

NOTICE OF APPLICATION FOR TAX DEED

NOTICE IS HEREBY GIVEN, That **ATCF II FLORIDA-A LLC** holder of **Tax Certificate No. 01413**, 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:

(see attached)

SECTION 34, TOWNSHIP 1 S, RANGE 30 W

TAX ACCOUNT NUMBER 040006150 (0325-47)

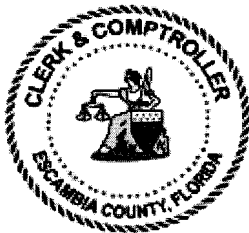
The assessment of the said property under the said certificate issued was in the name of

MATTMAR 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 March, which is the **5th day of March 2025**.

Dated this 13th day of May 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

LEGAL DESCRIPTION

THE SOUTHERNMOST PORT OF THE HEREAFTER DESCRIBED PROPERTY WITH A FRONTAGE OF 115 FT ON THE W SIDE OF DAVIS HWY AND WITH A NLY LI RUNNING PARL TO N LI OF ENTIRE PARCEL; FROM THE PT OF INTER OF W R/W LI OF STATE RD #291 AND E LI OF SEC 34 S 26 DEG 00 MIN 00 SEC W ON LI OF SEC 34 72 25/100 FT TO POB N 72 DEG 24 MIN 30 SEC W 168 35/100 FT N 58 DEG 04 MIN 30 SEC W 311 38/100 FT N 79 DEG 05 MIN 30 SEC E 457 30/100 FT TO W R/W LI OF STATE RD #291 THENCE ALG R/W LI 236 50/100 FT TO PT OF INTER OF W R/W LI OF STATE RD #291 AND E LI OF SEC 34 S 26 DEG 00 MIN 00 SEC W 72 25/100 FT TO POB ALSO; FROM POB IN ABOVE DESCRIBED PROPERTY S 72 DEG 24 MIN 30 SEC E 31 97/100 FT TO W R/W LI OF STATE RD #291 N ALG R/W LI 74 73/100 FT S 26 DEG 00 MIN 00 SEC W 72 25/100 FT TO POB SEC 33/34 T1S R30W OR 8435 P 189 LESS OR 1891 P 550 MOOMAW TR

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: 040006150 Certificate Number: 001413 of 2022**

**Payor: MARCIA G MOLLE and MARK S ISENBURG 450 HICKORYNUT AVE OLDSMAR FL 34677
Date 12/10/2024**

Clerk's Check # 1
Tax Collector Check # 1

Clerk's Total	\$531.24
Tax Collector's Total	\$23,156.85
Postage	\$100.00
Researcher Copies	\$0.00
Recording	\$10.00
Prep Fee	\$7.00
Total Received	\$23,805.09

PAM CHILDERS *REDUCED AMT.*
Clerk of the Circuit Court **\$22,470.34**

Received By: *[Signature]*
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>



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 #: 04-0006-150 CERTIFICATE #: 2022-1413

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: November 20, 2004 to and including November 20, 2024 Abstractor: Pam Alvarez

BY

Michael A. Campbell,
As President
Dated: November 22, 2024

PROPERTY INFORMATION REPORT
CONTINUATION PAGE

November 22, 2024

Tax Account #: **04-0006-150**

1. The Grantee(s) of the last deed(s) of record is/are: **MATTMAR LLC**

By Virtue of General Warranty Deed recorded 12/30/2020 in OR 8435/189

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 Colony Bank recorded 12/30/2020 OR 8435/191 together with Lease Subordination and Agreement recorded 12/30/2020 OR 8435/218**
- b. **Assignment of Leases and Rents in favor of Colony Bank recorded 12/30/2020 OR 8435/205**
- c. **Uniform Commercial Code Financing Statement in favor of Colony Bank recorded 12/30/2020 OR 8435/214**

4. Taxes:

Taxes for the year(s) 2021-2023 are delinquent.

Tax Account #: 04-0006-150

Assessed Value: \$391,963.00

Exemptions: NONE

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

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

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

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

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

CERTIFICATION: TITLE SEARCH FOR TDA

TAX DEED SALE DATE:	<u>MAR 5, 2025</u>
TAX ACCOUNT #:	<u>04-0006-150</u>
CERTIFICATE #:	<u>2022-1413</u>

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

YES	NO	
<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.

MATTMAR LLC
6109 N DAVIS HIGHWAY
PENSACOLA, FL 32504

MGHMI LLC
6109 N DAVIS HIGHWAY
PENSACOLA, FL 32504

MATTMAR LLC
450 HICKORY NUT AVENUE
OLDSMAR, FL 34677

COLONY BANK
620 SIGMAN ROAD NE SUITE 300
CONYERS, GA 30013

Certified and delivered to Escambia County Tax Collector, this 22nd day of November, 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

November 22, 2024

Tax Account #:04-0006-150

LEGAL DESCRIPTION EXHIBIT "A"

THE SOUTHERNMOST PORT OF THE HEREAFTER DESCRIBED PROPERTY WITH A FRONTAGE OF 115 FT ON THE W SIDE OF DAVIS HWY AND WITH A NLY LI RUNNING PARL TO N LI OF ENTIRE PARCEL; FROM THE PT OF INTER OF W R/W LI OF STATE RD #291 AND E LI OF SEC 34 S 26 DEG 00 MIN 00 SEC W ON LI OF SEC 34 72 25/100 FT TO POB N 72 DEG 24 MIN 30 SEC W 168 35/100 FT N 58 DEG 04 MIN 30 SEC W 311 38/100 FT N 79 DEG 05 MIN 30 SEC E 457 30/100 FT TO W R/W LI OF STATE RD #291 THENCE ALG R/W LI 236 50/100 FT TO PT OF INTER OF W R/W LI OF STATE RD #291 AND E LI OF SEC 34 S 26 DEG 00 MIN 00 SEC W 72 25/100 FT TO POB ALSO; FROM POB IN ABOVE DESCRIBED PROPERTY S 72 DEG 24 MIN 30 SEC E 31 97/100 FT TO W R/W LI OF STATE RD #291 N ALG R/W LI 74 73/100 FT S 26 DEG 00 MIN 00 SEC W 72 25/100 FT TO POB SEC 33/34 T1S R30W OR 8435 P 189 LESS OR 1891 P 550 MOOMAW TR

SECTION 34, TOWNSHIP 1 S, RANGE 30 W

TAX ACCOUNT NUMBER 04-0006-150(0325-47)

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

Prepared by:
Kramer A. Litvak
Litvak Beasley Wilson & Ball, LLP
40 South Palafox Place, Suite 300
Pensacola, Florida 32502
File Number: 20-0597KAL
Consideration: \$390,000.00

General Warranty Deed

Made this December 21, 2020 A.D., By **Paul Cowles Construction, Inc., a Florida corporation**, whose post office address is 6075 Cowles Crest East, Milton, Florida 32570, hereinafter called the grantor, to **Mattmar, LLC, a Florida limited liability company**, whose post office address is 450 Hickory Nut Avenue, Oldsmar, Florida 34677, hereinafter called the grantee:

(Whenever used herein the term "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)

Witnesseth, that the grantor, for and in consideration of the sum of Ten Dollars, (\$10.00) and other valuable considerations, receipt whereof is hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms unto the grantee, all that certain land situate in Escambia County, Florida, viz:

The Southernmost portion of the hereafter described property with a frontage of 115 feet on the West side of Davis Highway and with a Northerly line running parallel to the Northerly line of the entire parcel hereafter described, to-wit: From the point of intersection of the West right of way line of State Road No. 291 and the East line of Section 34, Township 1 South, Range 30 West, Escambia County, Florida, run South 26 degrees 00 minutes 00 seconds West on line of said Section 34, 72.25 feet to Point of Beginning; thence North 72 degrees 24 minutes 30 seconds West 168.35 feet; thence North 58 degrees 04 minutes 30 seconds West 311.38 feet; thence North 79 degrees 05 minutes 30 seconds East 457.30 feet to West right of way line of State Road No. 291; thence along said right of way line 236.50 feet to the point of intersection of West right of way line of State Road No. 291 and the East line of said Section 34; thence South 26 degrees 00 minutes 00 seconds West 72.25 feet to Point of Beginning, lying and being in Section 34, Township 1 South, Range 30 West, Escambia County, Florida, ALSO, from Point of Beginning in above described tract; thence South 72 degrees 24 minutes 30 seconds East 31.97 feet to West right of way line of State Road No. 291; thence North along said right of way line 74.73 feet; thence South 26 degrees 00 minutes 00 seconds West 72.25 feet to Point of Beginning, lying and being in Section 33, Township 1 South, Range 30 West, Escambia County, Florida. Less and Except that part conveyed in Official Records Book 1891, Page 550, of the Public Records of Escambia County, Florida.

Parcel ID Number: **341S304101000001**

Said property is not the homestead of the Grantor under the laws and constitution of the State of Florida in that neither Grantor nor any members of the household of Grantor reside thereon.

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

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

And the grantor hereby covenants with said grantee that the grantor is lawfully seized of said land in fee simple; that the grantor has good right and lawful authority to sell and convey said land; that the grantor hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances except taxes accruing subsequent to December 31, 2021.

[SIGNATURE PAGE FOLLOWS]

Prepared by:

Kramer A. Litvak

Litvak Beasley Wilson & Ball, LLP

40 South Palafox Place, Suite 300


Pensacola, Florida 32502

File Number: 20-0597KAL

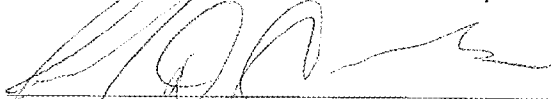
Consideration: \$390,000.00

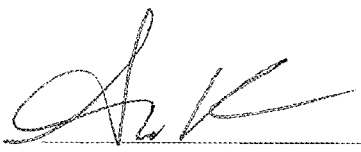
In Witness Whereof, the said grantor has signed and sealed these presents the day and year first above written.

Signed, sealed and delivered in our presence:


Witness Printed Name Kristy Kuller

Paul Cowles Construction, Inc., a Florida corporation

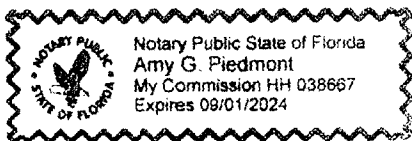

By: Paul D. Cowles (Seal)
Its: President

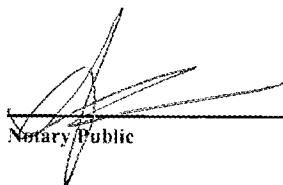

Witness Printed Name Amy Piedmont

State of Florida

County of Escambia

The foregoing instrument was acknowledged before me, by ☒ physical presence or _____ online notarization, this 28 day of December, 2020, by Paul D. Cowles as President of Paul Cowles Construction, Inc., a Florida corporation, who is personally known to me or who has produced FLDL as identification.




Notary Public
My Commission Expires: _____

**Recorded in Public Records 12/30/2020 4:29 PM OR Book 8435 Page 191,
Instrument #2020115919, Pam Childers Clerk of the Circuit Court Escambia
County, FL Recording \$120.50 MTG Stamps \$1,907.50 Int. Tax \$1,090.00**

THIS INSTRUMENT PREPARED BY AND
AFTER RECORDING RETURN TO:

Heather D. Hestley, Esq.
James Bates Brannan Groover LLP
3399 Peachtree Road, Suite 1700
Atlanta, GA 30326

MORTGAGE, ASSIGNMENT OF LEASES AND RENTS AND SECURITY AGREEMENT

THIS MORTGAGE, ASSIGNMENT OF LEASES AND RENTS AND SECURITY AGREEMENT ("Mortgage") is effective this 28th day of December, 2020, by **MATTMAR, LLC**, a Florida limited liability company (hereinafter "Mortgagor"), whose address is 6109 N. Davis Highway, Pensacola, FL 32504 in favor of **COLONY BANK, a Georgia banking corporation** (hereinafter "Mortgagee"), whose address is 620 Sigman Road NE, Suite 300, Conyers, GA 30013.

IN CONSIDERATION of the aggregate sum of FIVE HUNDRED FORTY-FIVE THOUSAND and No/100 Dollars (\$545,000.00) as set forth in that certain promissory note of even date herewith, hereinafter described, Mortgagor does hereby grant, bargain, sell, alien, remise, release, convey, confirm and mortgage to the Mortgagee all that certain property in Escambia County, Florida, described as follows:

See attached Exhibit "A"

TOGETHER WITH all structures and improvements now and hereafter on said land, appurtenances, servitudes, rights, ways, privileges, prescriptions, accretions and advantages which in any way belong to or pertain to the land; and

TOGETHER WITH all rents, issues, proceeds and profits accruing to and from said premises; and

TOGETHER WITH all fixtures and accessions, equipment, and personal property appurtenant to the premises, or which may hereafter from time to time be placed therein, and any substitutions or replacements thereof; and

TOGETHER WITH all right, title and interest of the Mortgagor, if any, now owned or hereafter acquired, in and to any land lying in the bed of any street, road, or avenue, open or proposed, in front of or adjoining said premises; and

TOGETHER WITH all other interest of every kind and character which Mortgagor now has or at any time hereinafter acquires in and to the property described above and, in and to all property, tangible or intangible, which is used in connection with the operation of the premises including, but not limited to, maintenance and service contracts and licenses and permits issued by governmental authorities, if any.

All property and interests described or referred to above will hereinafter be referred to collectively as the "Mortgaged Property."

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

AND, Mortgagor covenants with the Mortgagee that Mortgagor is indefeasibly seized of the Mortgaged Property in fee simple; that the Mortgagor has full power and lawful right to convey the Mortgaged Property in fee simple; that it shall be lawful for Mortgagee at all times peaceably and quietly to enter upon, hold, occupy and enjoy the Mortgaged Property; that the Mortgagor will make such further assurances to perfect the fee simple title to the Mortgaged Property in Mortgagee as may reasonably be required; and that Mortgagor does hereby fully warrant the title to the Mortgaged Property and will defend the same against the lawful claims of all persons whomsoever.

PROVIDED, ALWAYS, that if the Mortgagor shall pay unto the Mortgagee its successors or assigns, the sum of money mentioned in that certain promissory note in the original principal amount of \$545,000.00 dated of even date herewith

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made by Mortgagor and MGHMI LLC, a Florida limited liability company (collectively, "Borrower") to the order of Mortgagee, maturing on the date that is TWENTY-FIVE (25) YEARS AND THREE (3) MONTHS following the date thereof, secured hereby, which terms are incorporated herein by reference (together with all modifications, renewals and replacements thereof, hereinafter, collectively, the "Note"), and shall pay all other sums provided to be paid by this Mortgage, and shall perform, comply with and abide by each and every one of the stipulations, agreements, conditions and covenants of the Note and of this Mortgage, and all other collateral instruments securing the Note, if any, then this Mortgage and the estate created hereby shall cease and be null and void and this instrument shall be released by the Mortgagee at the cost and expense of the Mortgagor.

MORTGAGOR COVENANTS AND AGREES AS FOLLOWS:

1. Performance of Obligations. Mortgagor will pay the principal of the Note, and the interest thereon as and when the same shall become due and payable, and shall duly pay, perform, and discharge all of its other obligations created hereunder or secured hereby.

2. Legal Requirements. Mortgagor shall promptly and faithfully comply with, conform to, and obey all present and future laws, codes, ordinances, rules, orders, regulations, and requirements of every duly constituted governmental authority or agent as well as every applicable Board of Fire Underwriters or similar body exercising similar functions, which may be applicable to the Mortgaged Property, or any part thereof, or the use or manner of uses, occupancy, possession, operation, maintenance, alteration, repair or reconstruction of the Mortgaged Property, or any part thereof whether or not such laws, codes, ordinances, rules, orders, regulations or requirements shall necessitate structural changes or improvements or interfere with the use and enjoyment of the Mortgaged Property.

3. Impositions. Mortgagor shall pay and discharge, or cause to be paid and discharged, not later than thirty (30) days after the same shall be due and payable, all taxes, assessments, fees and other governmental charges (and any interest or costs with respect thereto) and all charges for any easement or agreement maintained for the benefit of the Mortgaged Property, general and special, ordinary and extraordinary, foreseen and unforeseen, of any kind and nature whatsoever, that at any time prior to or after the execution of the Mortgage may be assessed, levied, or imposed upon the Mortgaged Property or the rent or income received therefrom or any use or occupancy thereof (hereinafter the "Impositions"). Payments shall be made when due and payable before they become delinquent and before any interest attaches or any penalty is incurred. Upon request of Mortgagee, Mortgagor shall furnish receipted bills to Mortgagee upon receipt by Mortgagor from the appropriate taxing or other authority, or other evidence reasonably satisfactory to Mortgagee, evidencing the payment of all Impositions. If any tax or assessment levied or assessed against the Mortgaged Property may legally be paid in installments, Mortgagor shall have the option to pay such tax or assessments in installments. Notwithstanding the foregoing, Mortgagor may, at its own expense, after prior written notice to Mortgagee, contest by appropriate proceedings, promptly initiated and conducted in good faith and with due diligence, the amount, validity or application, in whole or in part, of any Imposition if:

(a) such proceedings shall suspend the collection thereof from Mortgagor and from the Mortgaged Property; and

(b) Mortgagor shall have furnished such security and in such form as may be required in the proceedings or as may be reasonably requested by Mortgagee.

4. Insurance. Mortgagor shall maintain at all times insurance coverages with insurance companies approved by Mortgagee in such amounts and for such coverage as Mortgagee may from time to time require, including but not limited to coverage for the following:

(a) Title Insurance. Mortgagor shall provide title insurance for Mortgagor and Mortgagee insuring the title to the Mortgaged Property which serves as collateral and security for this Mortgage in an amount not less than the full amount of the loan contemplated to be disbursed pursuant to this Mortgage or the Loan Agreement.

(b) Public Liability Insurance. Mortgagor shall maintain public liability insurance in an amount not less than \$300,000.00 or the amount of indebtedness to the Mortgagee, whichever is greater; and in the event the amount loaned by Mortgagee equals or exceeds \$500,000.00, Mortgagor shall provide insurance in an amount not less than \$1,000,000.00, reflecting Mortgagee as Lender Loss Payee and/or Mortgagee, which insurance policy shall include a standard noncontributory mortgage clause providing for thirty (30) days notice to Mortgagee prior to cancellation or material change in the policy without disclaimer of the insureds liability for failure to give such notice and shall identify the Mortgagee as "COLONY

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BANK, its successors and assigns.” Mortgagor agrees that all original or certified copies of insurance policies shall be maintained by Mortgagee.

(d) Flood Insurance. In the event that the Property is ever designated by the Director of the Federal Emergency Management Agency as being in a flood hazard area and should Federal Flood Insurance covering the Property ever become available, Mortgagor shall obtain and maintain a flood insurance policy which shall include a standard noncontributory mortgage clause providing for thirty (30) days notice to Mortgagee prior to cancellation or material change in the policy without disclaimer of the insureds liability for failure to give such notice and shall identify the Mortgagee as “**COLONY BANK**, its successors and assigns.” Mortgagor agrees that all original or certified copies of insurance policies shall be maintained by Mortgagee.

(e) Hazard Insurance. Mortgagor shall submit a binder or policy of fire and extended coverage insurance, including wind coverage, in at least the amount of the Loan or maximum insurable amount obtainable from an insurance company, whichever is less. Any hazard insurance policy shall reflect Mortgagee as Mortgagee, shall include a standard noncontributory mortgage clause providing for thirty (30) days notice to Mortgagee prior to cancellation or material change in the policy without disclaimer of the insureds liability for failure to give such notice and shall identify the mortgagee as Mortgagee, its successors and assigns. Mortgagor agrees that all original or certified copies of insurance policies shall be maintained by Mortgagee.

(f) Workers' Compensation. Mortgagor shall maintain throughout the term of this Mortgage a Workers' Compensation Insurance policy, which original or certified copy of said policy shall be maintained by Mortgagee.

(g) Claims Procedures. In event of loss, Mortgagor shall give immediate notice by mail to Mortgagee and Mortgagee may make proof of loss if not made promptly by Mortgagor, and each insurance company concerned is hereby authorized and directed to make payments for such loss directly to Mortgagee instead of to Mortgagor or to Mortgagor and Mortgagee jointly and the insurance proceeds or any part thereof may be applied by Mortgagee at its option, after deducting therefrom all its expenses including attorney's fees, either to reduction of the indebtedness hereby secured or the restoration or repair of the Mortgaged Property damaged. Mortgagee is hereby authorized, at its option, to settle and compromise any claims, awards, damages, rights of action and proceeds, and other payment or relief under any insurance policy. In the event of foreclosure of this Mortgage or other transfer of title to the Mortgaged Property in extinguishment of the indebtedness secured hereby, all right, title, and interest of Mortgagor in and to any insurance policies then in force shall pass to the purchaser or grantee. Mortgagee may at its option require Mortgagor to deposit with Mortgagee on the first day of each month in addition to making payments of principal and interest, until the Note is fully paid, an amount equal to one-twelfth (1/12) of the annual premiums for all insurance. Such deposits shall not be, nor be deemed to be, trust funds, but may be commingled with the general funds of Mortgagee, and no interest shall be payable in respect thereof. Upon demand by Mortgagee, Mortgagor shall deliver to Mortgagee such additional monies as are necessary to make up any deficiencies in the amounts necessary to enable Mortgagee to pay such premiums when due. In the event of default under any of the terms, covenants and conditions in the Note, the Loan Agreement, this Mortgage or any other instrument securing the Note to be kept, performed or observed by Mortgagor, Mortgagee may apply to the reduction of the sums secured hereby, in such manner as Mortgagee shall determine, any amount under this paragraph remaining to Mortgagor's credit and any return premium received from cancellation of any insurance policy by Mortgagee upon foreclosure of this Mortgage.

5. Care of Property. Mortgagor shall maintain, preserve, protect and keep in good order and condition, the Mortgaged Property and from time to time shall make all necessary or appropriate repairs, replacements and improvements thereto. In the event that the Mortgaged Property or any part thereof shall be damaged or destroyed by fire or other casualty, Mortgagor shall, within five (5) business days of said event, notify Mortgagee in writing of such damage or destruction. Upon the direction of Mortgagee, Mortgagor shall, at its sole cost and expense, commence and diligently continue to restore, repair, replace, rebuild or alter the Mortgaged Property as nearly as possible to its value, condition and character immediately prior to such damage or destruction.

6. Escrow for Taxes and Insurance. At the option of Mortgagee, Mortgagor shall pay to Mortgagee, on each date upon which installments are payable under the Note, such amounts as Mortgagee from time to time estimates as necessary to pay, as the same become due, all taxes, assessments and charges for the Mortgaged Property together with the premiums on all required insurance policies. Mortgagee shall hold such deposits to pay such taxes, assessments, charges and premiums when the same shall become due upon Mortgagor providing Mortgagee with the relevant invoice or statement. In the

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event the amount on deposit with Mortgagee is not sufficient to pay any such taxes, assessments, charges and premiums in full when due, Mortgagor shall immediately upon demand deposit such additional sums as are necessary to cover any shortfall.

7. No Transfer. It is understood and agreed by Mortgagor that, as part of the inducement to Mortgagee to make the loan evidenced by the Note, Mortgagee has considered and relied on the creditworthiness and reliability of Mortgagor. Mortgagor covenants and agrees not to sell, convey, transfer, lease or further encumber any interest in or any part of the Mortgaged Property without the prior written consent of Mortgagee, and any such sale, conveyance, transfer, lease or encumbrance made without Mortgagee's prior written consent shall be deemed to be an event of default under this Mortgage. If any person should obtain an interest in all or any part of the Mortgaged Property pursuant to the execution or enforcement of any lien, security interest or other right, whether superior, equal or subordinate to this Mortgage or the lien hereof, such event shall be deemed to be a transfer by Mortgagor and a default hereunder. Additionally, if Mortgagor is a corporation or partnership, the sale, assignment, pledge, transfer, hypothecation, or other disposition of any proprietary or beneficial interest in Mortgagor without the prior written consent of Mortgagee shall be deemed to be an event of default under this Mortgage.

8. Inspection of Books, Records and Property. Mortgagor shall keep, at its sole cost and expense, adequate records and books of account with respect to the Mortgaged Property and shall permit Mortgagee, or its agents, to visit and inspect the Mortgaged Property and examine its records and books of account and to discuss its affairs, finances and accounts with Mortgagor and with the officers of Mortgagor at such reasonable times as may be requested by Mortgagee. Within ninety (90) days after the end of its fiscal year, and at its own expense, Mortgagor shall deliver or cause to be delivered to Mortgagee, current complete financial statements of Mortgagor prepared in accordance with generally accepted accounting principles, applied on a basis consistent with prior years, and certified by Mortgagor as true and correct.

9. Reappraisal. If at any time and for any reason Mortgagee in its sole discretion determines that the value of the Mortgaged Property may have declined or be less than Mortgagee previously anticipated, within sixty (60) days from Mortgagee's written request to Mortgagor, Mortgagor shall provide to Mortgagee, at Mortgagor's sole cost and expense, a current appraisal of the Mortgaged Property to be ordered by the Mortgagee from an appraiser designated by Mortgagee and in form and content as required by Mortgagee. Mortgagor shall cooperate fully with any such appraiser and provide all such documents and information as such appraiser may request in connection with such appraiser's performance and preparation of such appraisal. Mortgagor's failure to promptly and fully comply with Mortgagee's requirements under this paragraph shall, without further notice, constitute an Event of Default.

10. Condemnation. Upon obtaining knowledge of the institution, or the proposed, contemplated or threatened institution of any proceedings for the taking of the Mortgaged Property, or any part thereof, by condemnation or eminent domain, Mortgagor shall, within ten (10) days of such notice, notify Mortgagee in writing of the pendency of such proceedings. At its option, Mortgagee may participate in any such proceedings and Mortgagor, from time to time, shall deliver to Mortgagee all instruments requested by Mortgagee to permit such participation. In any such proceedings, Mortgagee may be represented by counsel of its own choosing.

As additional collateral and further security for the payment of the indebtedness secured hereby, Mortgagor hereby assigns to Mortgagee all awards hereafter made by virtue of any exercise of the right of condemnation or eminent domain by any authority, including any award for damage to, or taking of, title to the Mortgaged Property, or any part thereof, or the possession thereof, or any right to any easement affecting the Mortgaged Property or appurtenant thereto (including any award for any change of grade of streets), and the proceeds of all sales in lieu of condemnation. At its option, Mortgagee may collect and receive all such awards and the proceeds of all such sales and give proper receipts and acquittances therefor, and Mortgagee, at its election, may apply such awards and proceeds in any one or more of the following ways:

- (a) for the payment of all costs and expenses (including reasonable attorneys' fees and other legal expenses) incurred by Mortgagor or Mortgagee in connection with collecting such proceeds;
- (b) to the payment of all accrued and unpaid interest on the Note;
- (c) to the fulfillment of any of the covenants and agreements of Mortgagor hereunder;
- (d) to the prepayment of the unpaid portion of the principal of the Note; or
- (e) in payment of the cost of replacing, restoring or altering the Mortgaged Property to a condition satisfactory to Mortgagee.

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Mortgagor agrees to execute and deliver such other instruments as Mortgagee may require to evidence the assignment of all such awards and proceeds to Mortgagee.

11. Legal Actions. If Mortgagee is made a party to or appears, either voluntarily or involuntarily, in any action or proceeding affecting the Mortgaged Property, the Note, or the validity or the priority of this Mortgage including, but not limited to, appellate proceedings and proceedings under any bankruptcy or insolvency law, then Mortgagor shall, upon demand, reimburse Mortgagee for all costs, expenses and liabilities incurred by Mortgagee by reason of any such action or proceeding including reasonable attorneys' fees, and the same shall be secured by this mortgage.

12. Events of Default. The occurrence of any one of the following shall constitute an Event of Default hereunder:

(a) Default in Payment. Failure by Mortgagor or Borrower to pay, as and when due and payable, any installments of principal or interest due under the Note, or any deposits for taxes and assessments or insurance premiums due hereunder, or any other sums to be paid by Mortgagor hereunder, or under the Loan Agreement or any other instrument securing the Note.

(b) Breach of Covenant. Failure by Mortgagor or Borrower to duly keep, observe or perform any covenant, condition or agreement in the Note, the Loan Agreement, this Mortgage, or any other document evidencing or securing the indebtedness secured hereby.

(c) Bankruptcy, Receivership, Insolvency, Etc. If either Mortgagor, Borrower or any other maker, endorser or guarantor of the Note: (i) files a voluntary petition in bankruptcy; or (ii) is adjudicated as a bankrupt or insolvent; or (iii) files any petition or answer seeking or acquiescing in any reorganization, management, composition, readjustment, liquidation, dissolution or similar relief for itself under any law relating to bankruptcy, insolvency or other relief for debtors; or (iv) seeks, consents to or acquiesces in the appointment of any trustee, receiver, master or liquidator of itself or of all or any part of the Mortgaged Property; or (v) makes any general assignment for the benefit of creditors; or (vi) makes any admission in writing of its inability to pay its debts generally as they become due; or (vii) a court of competent jurisdiction enters an order, judgment or decree approving a petition filed against it seeking any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief, under any present or future federal, state, or other statute, law or regulation relating to bankruptcy, insolvency or other relief for debtors, which order, judgment or decree remains unvacated and unstayed for an aggregate of sixty (60) days, whether or not consecutive from the date of entry thereof; or (viii) any trustee, receiver or liquidator of it or of any part of the Mortgaged Property is appointed without the prior written consent of Mortgagee, which appointment shall remain unvacated and unstayed for any aggregate of sixty (60) days, whether or not consecutive.

(d) Breach of Warranty. Any breach of any warranty or material untruth of any representation, warranty or any other information furnished by the Mortgagor or Borrower in connection with the loan secured hereby, including the Note, the Loan Agreement, this Mortgage or any other instrument securing the Note.

(e) Cross-Default. An event of default under any existing or future notes, loans, advances, guaranties, other indebtedness owed to the Mortgagee by the Mortgagor, or any or either of them, or under any instrument securing such indebtedness.

13. Remedies. If any Event of Default shall occur and be continuing, Mortgagee may, at its option:

(a) Acceleration. Declare the unpaid portion of the principal of the Note and all interest accrued and unpaid thereon, together with all other amounts secured hereby, to be due and payable immediately, whereupon such sums shall immediately become due and payable without demand, notice or presentment for payment.

(b) Possession and Use of Mortgaged Property. If any Event of Default shall have occurred, Mortgagor, upon demand of Mortgagee, shall surrender to Mortgagee the actual possession, and if and to the extent permitted by law, Mortgagee itself, or by such officers or agents as it may appoint, may enter and take possession of all the Mortgaged Property, and may exclude Mortgagor and its agents and employees wholly therefrom, and may have joint access with Mortgagor to the books, papers and accounts of Mortgagor. Upon every such entering upon or taking of possession, Mortgagee may hold, store, use, operate, manage and control the Mortgaged Property and conduct the business thereof, and, from time to time:

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(i) make all necessary and proper maintenance, repairs, renewals, replacements, additions, betterments and improvements thereto and thereon and purchase or otherwise acquire additional fixtures, personalty and other property;

(ii) insure or keep the Mortgaged Property insured;

(iii) manage and operate the Mortgaged Property and exercise all the rights and powers of Mortgagor in its name or otherwise, with respect to the same;

(iv) enter into agreements with others to exercise the powers herein granted Mortgagee, all as Mortgagee from time to time may determine, and Mortgagee may collect and receive all the income, revenues, rents, issues and profits of the same, including those past due as well as those accruing thereafter, and shall apply the monies so received by Mortgagee in such priority as Mortgagee may determine to the payment of accrued interest on the Note, the payment of overdue installments of principal, the cost of insurance, taxes, assessments and other proper charges upon the Mortgaged Property or any part thereof, and the reasonable compensation, expenses and disbursements of the attorneys and agents of Mortgagee, including, but not limited to, costs incurred by Mortgagee in connection with its taking possession of the Mortgaged Property.

Mortgagee shall surrender possession of the Mortgaged Property to Mortgagor only when all that is due upon such interest, tax and insurance deposits and principal installments, and under any of the terms of this Mortgage, shall have been paid and all defaults made good. The same right of taking possession, however, shall exist if any subsequent Event of Default shall occur and be continuing.

(c) Cure by Mortgagee. If the Event of Default can be cured by the payment of money, Mortgagee shall have the right, but not the obligation, at any time, at its sole option and without waiving or affecting its other remedies hereunder, to pay such sums of money as may be necessary to cure the default. All sums so paid, together with interest at the default interest rate and together with all costs, charges, attorneys' fees and expenses incurred in connection with the payment, shall be immediately due and payable by Mortgagor and shall be secured by this Mortgage. Notwithstanding such payments by Mortgagee, the Event of Default shall be deemed to be continuing until Mortgagee has been reimbursed by Mortgagor as described herein.

(d) Other Remedies. Mortgagee may exercise any other remedy specifically granted under this Mortgage, or the Note, or the other instruments securing the Note, or now or hereafter existing in equity, at law, by virtue of statute, or otherwise, including, but not limited to, the foreclosure of the lien of this Mortgage pursuant to Chapter 702, Florida Statutes.

14. Receiver. If any Event of Default shall have occurred, Mortgagee, to the extent permitted by law and without regard to the value or occupancy of the Mortgaged Property, shall be entitled as a matter of right if it so elects, to the appointment of a receiver to enter upon and take possession of the Mortgaged Property and to collect all rents, revenues, issues, income, products and profits thereof and apply the same as the Court may direct. The Receiver shall have all rights and powers permitted under the laws of the State of Florida and such other powers as the Court making such appointment shall confirm. The expenses including receiver's fees, attorneys' fees, costs and agent's compensation, incurred pursuant to the powers herein contained, shall be secured by this Mortgage. The right to enter and take possession of and to manage and operate the Mortgaged Property, and to collect the rents, issues and profits thereof, whether by receiver or otherwise, shall be cumulative to any other right or remedy hereunder or afforded by law, and may be exercised concurrently therewith or independently thereof. Mortgagee shall be liable to account only for such rents, issues and profits actually received by Mortgagee.

15. Suits to Protect the Mortgaged Property. Mortgagee shall have the power and the authority to institute and maintain any suits and proceedings as Mortgagee may deem advisable:

(a) to prevent any impairment of the Mortgaged Property by any acts which may be unlawful or in violation of this Mortgage;

(b) to preserve or protect its interests in the Mortgaged Property; and

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(c) to restrain the enforcement of or compliance with any legislation or other governmental enactment, rule or order that may be unconstitutional or otherwise invalid, if the enforcement of or compliance with such enactment, rule or order might impair the security hereunder or be prejudicial to Mortgagee's interest.

16. No Waiver.

(a) No delay or omission of Mortgagee or of any holder of the Note to exercise any right, power or remedy accruing upon any Event of Default shall exhaust or impair such right, power or remedy or shall be construed to waive any such Event of Default or to constitute acquiescence therein. Every right, power and remedy given to Mortgagee may be exercised from time to time and as often as may be deemed expedient by Mortgagee.

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

(i) grants forbearance or an extension of time for the payment of any sums secured hereby;

(ii) takes other or additional security for the payment of sums secured hereby;

(iii) waives or does not exercise any right granted in the Note, this Mortgage or any other instruments securing the Note;

(iv) releases any part of the Mortgaged Property from the lien of this Mortgage or otherwise changes any of the terms of the Note, this Mortgage or any other instrument securing the Note;

(v) consents to the filing of any map, plat of the Mortgaged Property; or

(vi) makes or consents to any agreement changing the terms of this Mortgage or subordinating the lien or any charge thereof, no such act or omission shall release, discharge, modify, change or affect the original liability under the Note, this mortgage or otherwise of Mortgagor or any subsequent purchaser of the Mortgaged Property or any part thereof, or any maker, co-maker, endorser, surety or guarantor, nor shall such act or omission affect, disturb or impair in any manner whatsoever the validity and priority of the lien of this Mortgage for the full amount of the indebtedness remaining unpaid together with all other amounts due hereunder. No act or omission of Mortgagee shall preclude it from exercising any right, power or privilege herein granted or intended to be granted.

17. Cumulative Remedies. No right, power or remedy conferred upon or reserved to Mortgagee by the Note, this Mortgage or any other instrument securing the Note is exclusive of any other right, power or remedy, but each and every right, power and remedy shall be cumulative and concurrent and shall be in addition to any other right, power and remedy given hereunder or under the Note or any other instrument securing the Note or now or hereafter existing at law, in equity, or by statute.

18. Partial Payment. Acceptance by the Mortgagee of any payment in an amount less than the amount then due on the Note or due hereunder shall be deemed an acceptance on account only, and the failure to pay the entire amount then due shall be and continue to be an Event of Default. At any time thereafter, until the entire amount then due has been paid, the Mortgagee shall be entitled to exercise all rights conferred upon it in this Mortgage upon the occurrence of any Event of Default.

19. Assignment of Rents. As additional security for the repayment of the Note and the performance of this Mortgage, Mortgagor hereby assigns, transfers and delivers to Mortgagee all leases, written or oral, and all agreements for use or occupancy for any portion of the Mortgaged Property, together with any and all extensions and renewals thereof, guarantees of the performance thereof, and together with the immediate and continuing right to collect all of the rents, income, receipts, revenues, issues and profits now due or which may become due under said leases, provided, however, that so long as an Event of Default has not occurred, Mortgagor shall have a license to collect and receive all of the rents assigned hereunder.

20. Further Assurances. Mortgagor agrees that at any time, and from time to time, after execution and delivery of this Mortgage it will, upon the request of Mortgagee, and at Mortgagor's sole expense, execute and deliver such

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further documents and do such further acts and things as Mortgagee may reasonably request in order to fully effect the purposes of this Mortgage and to subject to the lien of this Mortgage any property intended by the provisions hereof to be covered hereby.

21. Other Mortgages.

(a) Notwithstanding the prohibition against further encumbrances contained within paragraph 7 herein, if foreclosure proceedings should be instituted on any mortgage inferior to this Mortgage or if any foreclosure proceeding is instituted on any lien of any kind, the Mortgagee may, at its option, immediately or thereafter declare this Mortgage and the indebtedness secured hereby, due and payable. If there is any Mortgage superior to this Mortgage, then failure to pay said Mortgage when due and in accordance with its terms or failure to abide by the terms of said Mortgage shall be deemed an Event of Default hereunder. Any modification of any Mortgage superior to this Mortgage or waiver of any principal or interest payments on any Note or Mortgage superior to this Mortgage shall constitute an Event of Default hereunder.

(b) To the extent of the indebtedness of the Mortgagor to the Mortgagee as described herein or secured hereby, the Mortgagee is subrogated to the lien or liens and to the rights of the owners and holders of each and every mortgage, lien or other encumbrance on the Mortgaged Property described herein which is paid or satisfied, in whole or in part, out of the proceeds of the loan described herein or secured hereby. The respective lien of said mortgages, liens or other encumbrances shall be preserved and shall pass to and be held by the Mortgagee as security for the indebtedness described herein or secured hereby, to the same extent that it would have been preserved and would have been passed to and held by the Mortgagee had it been duly and regularly assigned to the Mortgagee by a separate assignment, notwithstanding the fact that the same may be satisfied and cancelled of record, it being the intention of the parties that the same will be satisfied and cancelled of record by the holder thereof at or about the time of the recording of this Mortgage.

22. Estoppel Certificate. Mortgagor shall, within five (5) days from written demand by the Mortgagee, execute in such form as shall be required by the Mortgagee, an Estoppel Certificate and Waiver of Defenses duly acknowledged setting forth the amount of principal and interest unpaid hereunder and the general status of this Mortgage. Failure of the Mortgagor to make and deliver the Estoppel Certificate and Waiver of Defenses within the required time shall constitute an Event of Default hereunder.

23. Future Advances. This Mortgage is given not only to secure payment of the Note (whether the entire amount shall have been advanced to the Mortgagor at the date hereof, or at a later date), but also to secure any other amount or amounts that may be added to the indebtedness secured hereby under the terms of this Mortgage. The total amount of indebtedness secured hereby may decrease or increase from time to time but the total unpaid balance so secured at any one time shall not exceed the principal sum of \$1,090,000, plus interest thereon plus such other disbursements as may be made by Mortgagee pursuant to the terms of this Mortgage with interest thereon. This Mortgage shall secure any and all additional or further monies which may be advanced by Mortgagee to the Mortgagor after the date hereof, which future advances of money, if made, shall be evidenced by a note or notes executed by the Mortgagor to the Mortgagee bearing such rate of interest and with such maturities as shall be determined from time to time, but any and all such future advances secured by this Mortgage shall be made not more than twenty (20) years after the date hereof. Nothing herein contained shall be deemed an obligation on the part of the Mortgagee to make any future advances. In the event Mortgagor elects to file a notice limiting the maximum principal amount that may be secured under this Mortgage in accordance with Section 697.04(1)(b), Florida Statutes, Mortgagor hereby expressly agrees that it shall, simultaneously with the filing of such notice, mail a copy thereof to Mortgagee via certified mail, return receipt requested. The notice of limitation shall be ineffective until such time as Mortgagor mails a copy thereof to Mortgagee in the manner specified herein.

24. Security Agreement. Mortgagor hereby grants to Mortgagee a security interest in and to all of those portions of the Mortgaged Property which may ultimately be held to be personal property including rents, leases and profits from the Mortgaged Property, as well as a security interest in after acquired collateral and cash proceeds received upon the sale of collateral. With respect to such personal property, Mortgagee shall have all rights afforded secured parties by the Uniform Commercial Code, as adopted in the State of Florida, and as may hereafter be modified or amended, in addition to, but not in limitation of, the other rights afforded the Mortgagee hereunder. Mortgagor agrees to make, execute and deliver to the Mortgagee, in form satisfactory to the Mortgagee such financing statements and further assurances as Mortgagee may from time to time consider reasonably necessary to create, protect and preserve the Mortgagee's security interest.

25. Fees and Costs. Mortgagor shall pay all the costs, charges and expenses, including attorneys' fees, reasonably incurred or paid at any time by the Mortgagee, whether incurred in Appellate proceedings, Bankruptcy proceedings or State or Federal Courts or otherwise, which occurs as a result of the failure of the Mortgagor to perform, comply with and abide

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by each and every one of the stipulations, agreements, conditions and covenants of the Note and this Mortgage, or either. All such payments shall be secured by this Mortgage and shall bear interest at the default interest rate provided herein.

26. Default Interest. Upon the occurrence of an Event of Default, the principal amount of the Note, together with all accrued but unpaid interest, and together with all sums which may have been advanced by Mortgagee and which are secured hereby, shall bear interest at the maximum legal rate permitted under the laws of the State of Florida until paid.

27. Other Documents. Simultaneously with the execution of this Mortgage and the Note, Mortgagor has executed and delivered to Mortgagee other documents and agreements which evidence and secure the indebtedness described herein. The failure by the Mortgagor to fully, faithfully and punctually perform its obligations under any other such agreements shall constitute an Event of Default hereunder and shall entitle the Mortgagee to proceed in accordance with the remedies available to it upon the occurrence of an Event of Default.

Mortgagor warrants and represents to Mortgagee after thorough investigation:

(a) That neither Mortgagor nor any other person to the Mortgagor's knowledge, after reasonable inquiry, has ever used the Mortgaged Property as a facility for the storage, treatment or disposal of any "Hazardous Substances," as that term is hereinafter defined;

(b) That the Mortgaged Property is now and at all times hereafter will continue to be in full compliance with all federal, state and local "Environmental Laws" (as that term is defined hereinafter), including but not limited to, the Comprehensive Environmental Response, Compensation and Liability Act of 1980 ("CERCLA"), 42 U.S.C. §9601, et seq., the Superfund Amendments and Reauthorization Act of 1986 ("SARA"), 42 USC 11001, et seq., the Resource Conservation and Recovery Act ("RCRA"), 42 U.S.C. §6901, et seq., the Pollutant Discharge Prevention and Control Act, Section 376.011-376.17, 376.19-376.21 Florida Statutes, as the same may be amended from time to time and all ordinances, regulations, codes, plans, orders, and decrees now existing or in the future enacted, promulgated, adopted, entered or issued, both within and outside present contemplation of the Mortgagor and Mortgagee;

(c) That (i) as of the date hereof there are no hazardous or toxic materials, substances, wastes or other environmentally regulated substances (including solids or gaseous products and any materials containing asbestos), the presence of which is limited, regulated or prohibited by any state, federal or local governmental authority or agency having jurisdiction over the Mortgaged Property, or which are otherwise known to pose a hazard to health or safety of occupants of the Mortgaged Property, located on, in or under the Mortgaged Property or used in connection therewith, or (ii) Mortgagor has fully disclosed to Mortgagee in writing the existence, extent and nature of any such hazardous or toxic material, waste or other environmentally regulated substance, which Mortgagor is legally authorized and empowered to maintain on, in or under the Mortgaged Property or use in connection therewith, and Mortgagor has obtained and will maintain all licenses, permits and approvals required with respect thereto, and is in full compliance with all of the terms, conditions and requirements of such licenses, permits and approvals;

(d) That Mortgagor shall notify Mortgagee of any change in the nature or extent of any hazardous or toxic materials, substances or wastes maintained on, in or under the Mortgaged Property or used in connection therewith, and will transmit to Mortgagee copies of any citations, orders, notices or other material governmental or other communication received with respect to any other hazardous materials, substances, wastes or other environmentally regulated substances affecting the Mortgaged Property; and

(e) That Mortgagor is not aware of, nor has the Mortgagor nor any of its subsidiary or affiliated entities received notice of, any past, present or future events, conditions, circumstances, activities, practices, incidents, actions or plans which may interfere with or prevent compliance or continued compliance with Environmental Laws or any ordinance, regulation, code, plan, order, decree, judgment, injunction, notice or demand letter issued, entered, promulgated or approved thereunder, or which may give rise to any common law or legal liability, or otherwise form the basis of any claim, action, demand, suit, proceeding, hearing, study or investigation, based on or related to the manufacture, processing, distribution, use, treatment, storage, disposal, transport or handling, or the emission, discharge, release or threatened release into the environment, of any Hazardous Substance; and

(f) That there is no civil, criminal or administrative action, suit, demand, claim, hearing, notice or demand letter, notice of violation, investigation, or proceeding pending or threatened against Mortgagor or the

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Mortgaged Property, relating in any way to any Environmental Laws or any regulation, code, plan, order, decree, judgment, injunction, notice or demand letter issued, entered, promulgated or approved thereunder;

(g) That Mortgagor shall indemnify, reimburse, defend and hold harmless Mortgagee, its officers, directors, employees, successors and assigns from and against all demands, claims, civil or criminal actions or causes of action, liens, assessments, civil or criminal penalties or fines, losses, damages, liabilities, obligations, costs, disbursements, expenses or fees of any kind or of any nature (including, without limitation, cleanup costs, attorneys', consultants' or experts' fees and disbursements and costs of litigation at trial and appellate levels) which may at any time be imposed upon, incurred by or asserted or awarded against, Mortgagee directly or indirectly, resulting from: (i) any acts or activities of Mortgagor, its agents, employees or contractors, at, on or about the Mortgaged Property which contaminate air, soils, surface waters or groundwaters over, on or under the property; (ii) arising from or out of any Hazardous Substance on, in or under the Mortgaged Property; (iii) pursuant to or in connection with the application of any Environmental Law to the acts or omissions of Mortgagor or any other person and any environmental damage alleged to have been caused, in whole or in part, by the transportation, treatment, storage, or disposal of any Hazardous Substance; or (iv) arising from or in relation to the presence, whether past, present or future, of any Hazardous Substances on the Mortgaged Property;

Without limiting the foregoing, this indemnification provision specifically protects the Mortgagee against any claim or action from activities described in (i), (ii), (iii) or (iv) of this Paragraph (g) above, based in whole or in part upon any environmental statute, rule, regulation or policy, including but not limited to Chapters 403 and 376, Florida Statutes, the Florida Administrative Code, the Comprehensive Environmental Response, Compensation and Liability Act of 1980, ("CERCLA") 42 U.S.C. §9601, et seq., as amended, the Resource Conservation and Recovery Act, 42 U.S.C. §6901, et seq., and other laws, whether now in existence or enacted in the future.

Mortgagor's indemnification obligation hereunder shall be one of strict liability and shall be enforceable without regard to any fault or knowledge of Mortgagee with respect to any act or omission or condition or event which is the basis of the claim under such indemnification obligation. Mortgagor's obligation under this section shall not be limited to any extent by the term of the Note or other obligations secured hereby, and such obligation shall continue, survive and remain in full force and effect notwithstanding payment in full or other satisfaction or release of said Note (and other obligations secured hereby) and this Mortgage, or any foreclosure under this Mortgage, or any delivery of a deed in lieu of foreclosure. The provisions of this section shall be deemed to survive and continue in full force and effect after any foreclosure or other proceeding by which the Mortgagee, and its successors and assigns succeed to ownership of the Mortgaged Property.

As used herein, "Environmental Law" means any federal, state, or local statutory or common law relating to pollution or protection of the environment, including without limitation, any common law of nuisance or trespass, and any law or regulation relating to emissions, discharges, releases or threatened releases of Hazardous Substances into the environment (including without limitation, ambient air, surface water, groundwater, land surface or subsurface strata) or otherwise relating to the manufacture, processing, distribution, use, treatment, storage, disposal, transport or handling of Hazardous Substances.

As used herein, "Hazardous Substance" means any substance or material (i) identified in Section 101(14) of CERCLA, 42 U.S.C. §9601(14), as the same may be amended from time to time, or (ii) determined to be toxic, a pollutant or contaminant, under federal, state or local statute, law, ordinance, rule or regulation or judicial or administrative order or decision, as same may be amended from time to time, including but not limited to petroleum and petroleum products as defined in Sec. 376.301(5), Florida Statutes, as same may be amended from time to time.

(h) Mortgagee shall have the right, in its sole discretion, to require Mortgagor to periodically (but not more frequently than annually unless an Environmental Complaint is then outstanding) perform (at Mortgagor's expense) an environmental audit and, if deemed necessary by Mortgagee, an environmental risk assessment, each of which must be satisfactory to Mortgagee in its sole discretion, of the Mortgaged Property, hazardous waste management practices and/or hazardous waste disposal sites used by Mortgagor. Such audit and/or risk assessment must be by an environmental consultant satisfactory to Mortgagee. Should Mortgagor fail to perform such environmental audit or risk assessment within thirty (30) days of the Mortgagee's written request, Mortgagee shall have the right but not the obligation to retain an environmental consultant to perform such environmental audit or risk assessment. All costs and expenses incurred by Mortgagee in the exercise of such rights shall bear interest at the default rate set forth in the Note and shall be secured by the Mortgage and shall be payable by Mortgagor upon demand or charged to Mortgagor's loan balance at the discretion of the Mortgagee.

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(i) Any breach of any warranty, representation or agreement contained in this Section shall be an Event of Default hereunder and shall entitle Mortgagee to exercise any and all remedies provided in this Mortgage, or otherwise permitted by law.

28. Miscellaneous Provisions.

(a) Time is of the essence with respect to each and every covenant, agreement and obligation of Mortgagor under this Mortgage, the Note and any and all other instruments now or hereafter evidencing, securing or otherwise relating to the indebtedness secured hereby.

(b) Any and all notice, elections or demands permitted or required to be made under this Mortgage shall be in writing, signed by the party giving such notice, election or demand, and shall be mailed through the United States Postal Service, postage prepaid, to the other party at the address first set forth above, or to such other address as may have been supplied in writing, or, as to the Mortgagee, said notice, election or demand may be directed to the record owner of the Mortgaged Property at said Mortgaged Property.

(c) Captions of paragraphs contained in this Mortgage are inserted only as a matter of convenience and in no way define, limit, extend or describe the scope of this Mortgage or the intent of any provision hereof.

(d) Subject to the special stipulations set forth on the attached Exhibit "B", this Mortgage shall be governed by and construed in accordance with the laws of the State of Florida.

(e) All proceeds from the loan secured by this Mortgage shall be used for business purposes, and for no other purpose.

(f) This Mortgage may be executed in any number of counterparts all of which taken together shall constitute one and the same instrument, and any of the parties or signatories hereto may execute this Mortgage by signing any such counterpart.

29. Waiver of Jury Trial. Mortgagee and Mortgagor hereby knowingly, voluntarily and intentionally waive the right either may have to a trial by jury in respect of any litigation based hereon, or arising out of, under or in connection with this agreement and any agreement contemplated to be executed in conjunction herewith, or any course of conduct, course of dealing, statements (whether verbal or written) or action of either party. This provision is a material inducement for the Mortgagee making the loan to Mortgagor.

30. Variable Note. This Mortgage secures a note that contains a variable interest rate, which adjusts as more particularly set forth in the Note.

31. Waivers. The Mortgagor hereby waives and releases (i) all errors, defects and imperfections in any proceeding instituted by Mortgagee under this Mortgage; (ii) all benefit to the Mortgagor under any present or future law exempting the Mortgaged Property or any of the proceeds arising from a sale thereof from attachment, levy or sale on execution, or providing for any stay or execution, homestead exemption, redemption, exemption from civil process or extension of time for payment; and (iii) all notices of Mortgagor's default or of Mortgagee's election to exercise, or Mortgagee's actual exercise of any right, remedy or option under this Mortgage or any of the Liabilities, unless expressly required in this Mortgage. Mortgagor further agrees, to the full extent permitted by law, that in case of a default on the part of Mortgagor hereunder, neither Mortgagor nor anyone claiming through or under Mortgagor will set up, claim or seek to take advantage of any moratorium, reinstatement, forbearance, appraisal, valuation, stay, extension, homestead, exemption or redemption laws now or hereafter in force, in order to prevent or hinder the enforcement or foreclosure of this Mortgage, or the absolute sale of the Mortgaged Property (or any portion thereof), or the delivery of possession thereof immediately after such sale to the purchaser at such sale, and Mortgagor, for itself and all who may at any time claim through or under it, hereby waives to the full extent that it may lawfully so do, the benefit of all such laws.

[SIGNATURES ON FOLLOWING PAGE]

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IN WITNESS WHEREOF, this Mortgage has been duly executed, delivered and sealed by the Mortgagor to be effective as of the date first set forth above.

Signed in the presence of:

MATTMAR, LLC,
a Florida limited liability company

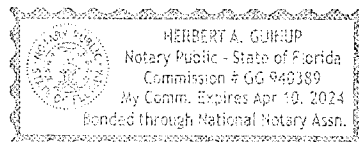
Daniel Guy
Witness #1 Signature 727-458-8836
Printed Name: Daniel Guy

By: *Mark Isenberg* (SEAL)
Mark Isenberg, Manager

Herbert A. Guinup
Witness #2 Signature
Printed Name: Herbert A. Guinup

STATE OF Florida
COUNTY OF Pinellas

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 28 day of December, 2020, by MARK ISENBERG, MANAGER of MATTMAR, LLC, a Florida limited liability company, on behalf of such company. He is personally known to me or produced FL DRIVERS LICENSE as identification.



Herbert A. Guinup
Notary Public Herbert A. Guinup
My commission expires on: 04/10-2024

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EXHIBIT "A"
LEGAL DESCRIPTION

The Southernmost portion of the hereafter described property with a frontage of 115 feet on the West side of Davis Highway and with a Northerly line running parallel to the Northerly line of the entire parcel hereafter described, to-wit:

From the point of intersection of the West right of way line of State Road No. 291 and the East line of Section 34, Township 1 South, Range 30 West, Escambia County, Florida, run South 26 degrees 00 minutes 00 seconds West on line of said Section 34, 72.25 feet to Point of Beginning; thence North 72 degrees 24 minutes 30 seconds West 168.35 feet; thence North 58 degrees 04 minutes 30 seconds West 311.38 feet; thence North 79 degrees 05 minutes 30 seconds East 457.30 feet to West right of way line of State Road No. 291; thence along said right of way line 236.50 feet to the point of intersection of West right of way line of State Road No. 291 and the East line of said Section 34; thence South 26 degrees 00 minutes 00 seconds West 72.25 feet to Point of Beginning, lying and being in Section 34, Township 1 South, Range 30 West, Escambia County, Florida, ALSO, from Point of Beginning in above described tract; thence South 72 degrees 24 minutes 30 seconds East 31.97 feet to West right of way line of State Road No. 291; thence North along said right of way line 74.73 feet; thence South 26 degrees 00 minutes 00 seconds West 72.25 feet to Point of Beginning, lying and being in Section 33, Township 1 South, Range 30 West, Escambia County, Florida. Less and Except that part conveyed in Official Records Book 1891, Page 550, of the Public Records of Escambia County, Florida.

EXHIBIT "B"

SPECIAL STIPULATIONS

The Loan secured by this lien was made under a United States Small Business Administration (SBA) nationwide program which uses tax dollars to assist small business owners. If the United States is seeking to enforce this document, then under SBA regulations:

- a) When SBA is the holder of the Note, this document and all documents evidencing or securing this Loan will be construed in accordance with federal law.
- b) Mortgagee or SBA may use local or state procedures for purposes such as filing papers, recording documents, giving notice, foreclosing liens, and other purposes. By using these procedures, SBA does not waive any federal immunity from local or state control, penalty, tax or liability. No Borrower or Guarantor may claim or assert against SBA any local or state law to deny any obligation of Borrower, or defeat any claim of SBA with respect to this Loan.
- c) Any clause in this document requiring arbitration is not enforceable when SBA is the holder of the Note secured by this instrument.

Recorded in Public Records 12/30/2020 4:31 PM OR Book 8435 Page 218,
Instrument #2020115922, Pam Childers Clerk of the Circuit Court Escambia
County, FL Recording \$35.50

THIS INSTRUMENT PREPARED BY AND
AFTER RECORDING RETURN TO:
Heather D. Hestley, Esq.
James Bates Brannan Groover LLP
3399 Peachtree Road, Suite 1700
Atlanta, GA 30326

LEASE SUBORDINATION AND AGREEMENT

THIS LEASE SUBORDINATION AND AGREEMENT (this "Agreement"), made as of this 20 day of December, 2020, by MGHMI LLC, a Florida limited liability company ("Tenant"), having an address of 6109 N. Davis Highway, Pensacola, FL 32504 and MATTMAR, LLC, a Florida limited liability company ("Landlord"), having an address of 6109 N. Davis Highway, Pensacola, FL 32504 in favor of COLONY BANK, a Georgia banking corporation ("Lender") with an address of 620 Sigman Road NE, Suite 300, Conyers, GA 30013.

RECITALS

A. Landlord and Tenant are parties to that certain Lease dated December 15, 2020 (the "Lease") demising the real estate commonly known as 6109 N. Davis Highway, Pensacola, FL 32504, which property is more particularly described on the attached Exhibit "A" (the "Premises").

B. Lender is the beneficiary of a certain Mortgage (the "Mortgage") dated of even date herewith executed and delivered by Landlord and intended to be recorded in the office of Escambia County, Florida, which Mortgage secures a certain promissory note of even date herewith made by Landlord and Tenant to the order of Lender in the principal sum of \$545,000.00 (the "Note"); and with the Mortgage conveys and constitutes a lien on the Premises; and

C. As a condition to the loan evidenced by the Note, Lender has required that Tenant and Landlord enter into this Agreement;

AGREEMENTS

NOW, THEREFORE, in consideration of the sum of One Dollar (\$1.00) paid by each to the other in cash and of other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and of the mutual covenants herein made, it is agreed as follows:

1. Notwithstanding anything in the Lease to the contrary or in conflict, Tenant and Landlord hereby agree that, unless the Lender shall otherwise elect in writing to make the Lease superior to the Mortgage, the Lease and all right, title and interest of Tenant in, to and under the Lease (including, without limitation, all rights of first refusal and purchase options) are now, and shall at all times continue to be, unconditionally subject and subordinate in each and every respect, to the Mortgage and to any and all renewals, modifications, extensions, substitutions, replacements and/or consolidations of the Mortgage.

2. Notwithstanding anything in the Lease to the contrary or in conflict, Landlord and Tenant acknowledge and agree that so long as the Note is outstanding, the monthly rent payable under the Lease (when combined with the monthly rent payable under all leases by and between Landlord and Tenant) shall not exceed the sum of: (a) monthly debt service paid by Landlord to Lender on the Note; (b) monthly debt service payable by Landlord under any other debt approved in writing by Lender; and (c) real estate and

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rental taxes, association fees/dues, utilities, insurance, and reasonable repair/replacement reserves to the extent that Tenant, in accordance with the Lease, is not paying any or all of such items directly.

3. This Agreement may be modified only by an agreement in writing signed by Landlord, Tenant and Lender, or their respective successors in interest. This Agreement shall inure to the benefit of Lender, its successors and assigns, and shall be binding upon Landlord and Tenant, and their successors and assigns.

[SIGNATURES ON FOLLOWING PAGE]

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IN WITNESS WHEREOF, the parties have executed the foregoing Subordination Agreement as of the day and year first above written.

Signed in the presence of:

LANDLORD:

MATTMAR, LLC, a Florida limited liability company

Daniel Guy
Witness #1 Signature 727-458-8836

Printed Name: Daniel Guy

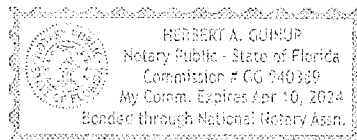
By: *Mark Isenberg* (SEAL)
Mark Isenberg, Manager

Herbert A. Guinup
Witness #2 Signature

Printed Name: Herbert A. Guinup

STATE OF Florida
COUNTY OF Pine Hills

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 28 day of December, 2020, by MARK ISENBERG, MANAGER of MATTMAR, LLC, a Florida limited liability company, on behalf of such company. He is personally known to me or produced FL DRIVERS LICENSE as identification.



Herbert A. Guinup
Notary Public Herbert A. Guinup
My commission expires on: 04-10-2024

[SIGNATURES ON FOLLOWING PAGE]

EXHIBIT "A"

LEGAL DESCRIPTION

The Southernmost portion of the hereafter described property with a frontage of 115 feet on the West side of Davis Highway and with a Northerly line running parallel to the Northerly line of the entire parcel hereafter described, to-wit:

From the point of intersection of the West right of way line of State Road No. 291 and the East line of Section 34, Township 1 South, Range 30 West, Escambia County, Florida, run South 26 degrees 00 minutes 00 seconds West on line of said Section 34, 72.25 feet to Point of Beginning; thence North 72 degrees 24 minutes 30 seconds West 168.35 feet; thence North 58 degrees 04 minutes 30 seconds West 311.38 feet; thence North 79 degrees 05 minutes 30 seconds East 457.30 feet to West right of way line of State Road No. 291; thence along said right of way line 236.50 feet to the point of intersection of West right of way line of State Road No. 291 and the East line of said Section 34; thence South 26 degrees 00 minutes 00 seconds West 72.25 feet to Point of Beginning, lying and being in Section 34, Township 1 South, Range 30 West, Escambia County, Florida, ALSO, from Point of Beginning in above described tract; thence South 72 degrees 24 minutes 30 seconds East 31.97 feet to West right of way line of State Road No. 291; thence North along said right of way line 74.73 feet; thence South 26 degrees 00 minutes 00 seconds West 72.25 feet to Point of Beginning, lying and being in Section 33, Township 1 South, Range 30 West, Escambia County, Florida. Less and Except that part conveyed in Official Records Book 1891, Page 550, of the Public Records of Escambia County, Florida.

Recorded in Public Records 12/30/2020 4:29 PM OR Book 8435 Page 205,
Instrument #2020115920, Pam Childers Clerk of the Circuit Court Escambia
County, FL Recording \$78.00

SPACE ABOVE THIS LINE FOR RECORDING PURPOSES ONLY

AFTER RECORDING RETURN TO:

James Bates Brannan Groover LLP
3399 Peachtree Road, Suite 1700
Atlanta, GA 30326
Attn: Heather D. Hestley, Esq.

ASSIGNMENT OF LEASES AND RENTS

28th THIS ASSIGNMENT OF LEASES AND RENTS (this "Assignment"), made and entered into as of the
day of December, 2020, by MATTMAR, LLC, a Florida limited liability company (hereinafter
referred to as the "Assignor"), with an address of 6109 N. Davis Highway, Pensacola, FL 32504 in favor of COLONY
BANK, a Georgia banking corporation (hereinafter referred to as the "Lender") with an address of 620 Sigman Road,
NE, Suite 300, Conyers, GA 30013.

WITNESSETH:

THAT FOR AND IN CONSIDERATION of the sum of Ten and No/100ths Dollars (\$10.00) and other good
and valuable considerations, the receipt and sufficiency of whereof are hereby acknowledged, and in order to secure the
indebtedness and other obligations of Assignor hereinafter set forth, Assignor does hereby grant, transfer and assign to
Lender, its successors, successors-in-title and assigns, absolutely and unconditionally, all of Assignor's right, title and
interest as landlord in, to and under all existing and/or future leases and rental agreements, including any and all
extensions, renewals and modifications thereof and guaranties of performance or obligations of any tenants or lessees
thereunder (said leases and agreements are hereinafter referred to collectively as the "Leases", and said tenants and
lessees are hereinafter referred to collectively as "Tenants" or individually as "Tenant" as the context requires), which
Leases cover all or portions of certain property located in ESCAMBIA County, FLORIDA, more particularly described
in Exhibit "A" attached hereto and by this reference made a part hereof (hereinafter referred to as the "Premises");
together with all of Assignor's right, title and interest in and to all rents, issues and profits from the Leases and from the
Premises.

TO HAVE AND TO HOLD unto Lender, its successors and assigns forever, subject to and upon the terms and
conditions set forth herein.

This Assignment is made for the purpose of securing (a) the full and prompt payment when due, whether by
acceleration or otherwise, with such interest as may accrue thereon, either before or after maturity thereof, of that certain
promissory note dated of even date herewith, made by Assignor and MGHMI LLC (collectively, "Borrower") to the
order of Lender in the principal face amount of FIVE HUNDRED FORTY-FIVE THOUSAND AND NO/100
DOLLARS (\$545,000.00) (hereinafter referred to as the "Note"), together with any renewals, modifications,
consolidations and extensions thereof, (b) the full and prompt payment and performance of any and all obligations of
Borrower and/or Assignor to Lender under the terms of any and all deeds to secure debt, mortgages, deeds of trust, and

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security agreements securing the indebtedness evidenced by the Note (hereinafter referred to collectively, if more than one, as the "Security Instrument"), (c) the full and prompt payment and performance of all obligations of Borrower to Lender under the terms of that certain loan agreement relating to the loan evidenced by the Note (hereinafter referred to as the "Loan Agreement"), and (d) the full and prompt payment and performance of any and all other obligations of Assignor to Lender under any other instruments now or hereafter evidencing, securing, or otherwise relating to the indebtedness evidenced by said Note (the Security Instrument, the Loan Agreement, and said other instruments are hereinafter referred to collectively as the "Loan Documents", and said indebtedness is hereinafter referred to as the "Indebtedness").

ARTICLE I WARRANTIES AND COVENANTS

1.01 Warranties of Assignor. Assignor hereby warrants and represents as follows:

(a) Assignor is the sole holder of the landlord's interest under the Leases, is entitled to receive the rents, issues and profits from the Leases and from the Premises, and has good right to sell, assign, transfer and set over the same and to grant to and confer upon Lender the rights, interests, powers and authorities herein granted and conferred;

(b) Assignor has made no assignment other than this Assignment of any of the rights of Assignor under any of the Leases or with respect to any of said rents, issues or profits;

(c) Assignor has neither done any act nor failed to do any act which might prevent Lender from, or limit Lender in, acting under any of the provisions of this Agreement;

(d) All Leases provide for rental to be paid monthly, in advance, and Assignor has not accepted payment of rental under any of the Leases for more than one (1) month in advance of the due date thereof;

(e) So far as is known to Assignor, there exists no default or event of default or any state of facts which would, with the passage of time or the giving of notice, or both, constitute a default or event of default on the part of Assignor or by any Tenant under the terms of any of the Leases;

(f) The execution and delivery of this Assignment and any of the Leases, the performance of each and every covenant of Assignor under this Assignment and the Leases, and the meeting of each and every condition contained in this Assignment, does not conflict with, or constitutes a breach or default under any agreement, indenture or other instrument to which Assignor is a party, or an law, ordinance, administrative regulation or court decree which is applicable to Assignor;

(g) No action has been brought or, so far as is known to Assignor, is threatened, which would interfere in any way with the right of Assignor to execute this Assignment and perform all of Assignor's obligations contained in this Assignment and in the Leases; and

(h) The Leases are valid, enforceable and in full force an effect, and have not been modified or amended.

1.02 Covenants of Assignor. Assignor hereby covenants and agrees as follows:

(a) Assignor shall (i) fulfill, perform and observe each and every condition and covenant of landlord or lessor contained in each of the Leases; (ii) give prompt notice to Lender of any claim of default under any of the Leases, whether given by the Tenant to Assignor, or given by Assignor to the Tenant, together with a complete copy of any such notice; (iii) at no cost or expense to Lender, enforce, short of termination, the performance and observance of

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each and every covenant and condition of each of the Leases to be performed or observed by the Tenant thereunder; and (iv) appear in and defend any action arising out of, or in any manner connected with, any of the Leases, or the obligations or liabilities of Assignor as the landlord thereunder, or of the Tenant or any guarantor thereunder;

(b) Assignor shall not, without the prior written consent of Lender, (i) modify any of the Leases; (ii) terminate the term or accept the surrender of any of the Leases; (iii) waive or release the Tenant from the performance or observance by the Tenant of any obligation or condition of any of the Leases; (iv) permit the prepayment of any rents under any of the Leases for more than one (1) month prior to the accrual thereof; (v) give any consent to any assignment or sublease by the Tenant under any of the Leases; or (vi) assign its interest in, to or under the Leases or the rents, issues and profits from the Leases and from the Premises to any person or entity other than Lender;

(c) Assignor shall take no action which will cause or permit the estate of the Tenant under any of the Leases to merge with the interest of Assignor in the Premises or any portion thereof;

(d) Assignor shall protect, indemnify and save harmless Lender from and against all liabilities, obligations, claims, damages, penalties, causes of action, costs and expenses (including, without limitation, attorneys' fees and expenses) imposed upon or incurred by Lender by reason of this Assignment and any claim or demand whatsoever which may be asserted against Lender by reason of any alleged obligation or undertaking to be performed or discharged by Lender under this Assignment. In the event Lender incurs any liability, loss or damage by reason of this Assignment, or in the defense of any claim or demand arising out of or in connection with this Assignment, the amount of such liability, loss or damage shall be added to the Indebtedness, shall bear interest at the interest specified in the Note from the date incurred until paid and shall be payable on demand.

(e) Assignor shall authorize and direct, and does hereby authorize and direct each and every present and future Tenant of the whole or any part of the Premises to pay all rental to Lender upon written receipt of written demand from Lender to so pay the same.

1.03 Covenants of Lender. Lender hereby covenants and agrees with Assignor as follows:

(a) Although this Assignment constitutes a present and current assignment of all rents, issues and profits from the Premises, so long as there shall exist no Event of Default, as defined in Paragraph 2.01, below, on the part of Assignor, Lender shall not demand that such rents, issues and profits be paid directly to Lender, and Assignor shall have the right to collect, but not more than one (1) month prior to accrual, all such rents, issues and profits from the Premises (including, but not by way of limitation, all rental payments under the Leases); and

(b) Upon payment in full of the Indebtedness, as evidenced by the recording or filing of an instrument of satisfaction or full release of the Security Instrument without the recording of another security instrument in favor of Lender affecting the Premises, this Assignment shall terminate and be of no further force and effect, and Lender shall at the request of Assignor deliver to Assignor a recordable instrument evidencing such termination.

ARTICLE II DEFAULT

2.01 Event of Default. The term, "Event of Default", wherever used in this Assignment, shall mean any one or more of the following events:

- (a) The occurrence of any default or event of default under any of the Loan Documents;
- (b) The failure by Assignor duly and fully to comply with any covenant, condition or agreement of this Assignment; or

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(c) The breach of any warranty by Assignor contained in this Assignment.

2.02 Remedies. Upon the occurrence of any Event of Default, Lender may at its option, with or without notice or demand of any kind, exercise any or all of the following remedies:

(a) Declare any part or all of the Indebtedness to be due and payable, whereupon the same shall become immediately due and payable;

(b) Perform any and all obligations of Assignor under any or all of the Leases or this Assignment and exercise any and all rights of Assignor herein or therein as fully as Assignor himself could do, including, without limiting the generality of the foregoing; enforcing, modifying, extending or terminating any or all of the Leases; collecting, modifying, compromising, waiving or increasing any or all of the rents payable thereunder; and obtaining new tenants and entering into new leases on the Premises on any terms and conditions deemed desirable by Lender, and, to the extent Lender shall incur any costs in connection with the performance of any such obligations of Assignor, including costs of litigation, then all such costs shall become a part of the Indebtedness, shall bear interest from the incurring thereof at the interest rate specified in the Note, and shall be due and payable on demand;

(c) In Assignor's or Lender's name, institute any legal or equitable action which Lender in its sole discretion deems desirable to collect and receive any or all of the rents, issues and profits assigned herein;

(d) Collect the rents, issues and profits and any other sums due under the Leases and with respect to the Premises, and apply the same in such order as lender in its sole discretion may elect against (i) all costs and expenses, including reasonable attorneys' fees, incurred in connection with the operation of the Premises, the performance of Assignor's obligations under the Leases and collection of the rents thereunder; (ii) all the costs and expenses, including reasonable attorneys' fees, incurred in the collection of any or all of the Indebtedness, including all costs, expenses and attorneys' fees incurred in seeking to realize on or to protect or preserve Lender's interest in any other collateral securing any or all of the Indebtedness; and (iii) any or all unpaid principal and interest on the Indebtedness.

Lender shall have full right to exercise any or all of the foregoing remedies without regard to the adequacy of security for any or all of the Indebtedness, and with or without the commencement of any legal or equitable action or the appointment of any receiver or trustee, and shall full right to enter upon, take possession of, use and operate all or any portion of the Premises which Lender in its sole discretion deems desirable to effectuate any or all of the foregoing remedies.

ARTICLE III GENERAL PROVISIONS

3.01 Successors and Assigns. This Assignment shall inure to the benefit of Lender and shall be binding upon Assignor and Lender and their respective heirs, executors, legal representatives, successors and assigns. Whenever a reference is made in this Assignment to "Assignor" or "Lender", such reference shall be deemed to include a reference to the heirs, executors, legal representatives, successors and assigns of Assignor or Lender.

3.02 Terminology. All personal pronouns used in this Assignment, whether used in the masculine, feminine or neuter gender, shall include all other genders, and the singular shall include the plural, and vice versa. Titles of articles are for convenience only and neither limit nor amplify the provisions of this Assignment.

3.03 Severability. If any provision of this Assignment or the application thereof to any person or circumstance shall be invalid or unenforceable to any extent, the remainder of this Assignment and the application of such provisions to other persons or circumstances shall not be affected thereby and shall be enforced to the greatest extent permitted by law.

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3.04 Applicable Law. Subject to those Special Stipulations set forth on the attached Exhibit "B", this Assignment shall be interpreted, construed and enforced according to the laws of the state in which the Premises are situated.

3.05 No Third-Party Beneficiaries. Notwithstanding anything contained herein to the contrary, this Assignment is made solely for the benefit of Lender and its assigns. No Tenant under any of the Leases nor any other person shall have standing to bring any action against Lender as the result of this Assignment, or to assume that Lender will exercise any remedies provided herein, and no person other than Lender shall under any circumstances be deemed to be a beneficiary of any provision of this Assignment.

3.06 No Oral Modifications. Neither this Assignment nor any provisions hereof may be changed, waived, discharged or terminated orally, but only by an instrument in writing signed by the party against whom enforcement of the change, waiver, discharge or termination is sought.

3.07 Cumulative Remedies. The remedies herein provided shall be in addition to and not in substitution for the rights and remedies vested in Lender in any of the Loan Documents or in law or equity, all of which rights and remedies are specifically reserved by Lender. The remedies herein provided or otherwise available to Lender shall be cumulative and may be exercised concurrently. The failure to exercise any of the remedies herein provided shall not constitute a waiver thereof, nor shall use of any of the remedies herein provided prevent the subsequent or concurrent resort to any other remedy or remedies. It is intended that this clause shall be broadly construed so that all remedies herein provided or otherwise available to Lender shall continue and be each and all available to Lender until the Indebtedness shall have been paid in full.

3.08 Cross-Default. An Event of Default by Assignor under this Assignment shall constitute an Event of Default under all other Loan Documents.

3.09 Counterparts. This Assignment may be executed in any number of counterparts all of which taken together shall constitute one and the same instrument, and any of the parties or signatories hereto may execute this Assignment by signing any such counterpart.

3.10 Further Assurances. At any time and from time to time, upon request by Lender, Assignor will make, execute and deliver, or cause to be made, executed and delivered, to Lender and, where appropriate, cause to be recorded and/or filed and from time to time thereafter to be re-recorded and/or refiled at such time and in such offices and places as shall be deemed desirable by Lender, any and all such other and further assignments, deeds to secure debt, mortgages, deeds of trust, security agreements, financing statements, continuation statements, instruments of further assurance, certificates and other documents as may, in the opinion of Lender, be necessary or desirable in order to effectuate, complete, or perfect, or to continue and preserve (a) the obligations of Assignor under this Assignment and (b) the security interest created by this Assignment as a second security interest upon the Leases and the rents, issues and profits from the Premises. Upon any failure by Assignor so to do, Lender may make, execute, record, file, re-record and/or refile any and all such assignments, deeds to secure debt, mortgages, deeds of trust, security agreements, financing statements, continuation statements, instruments, certificates, and documents for and in the name of Assignor and Assignor hereby irrevocably appoints Lender the agent and attorney-in-fact of Assignor so to do.

3.11 Notices. Any and all notices, elections or demands permitted or required to be given under this Agreement shall be in writing, signed by or on behalf of the party giving such notice, election or demand, and shall be deemed to have been properly given and shall be effective upon being personally delivered, or upon being deposited in the United States mail, postage prepaid, certified with return receipt required, and shall be deemed to have been received on the earlier of the date shown on the receipt or three (3) business days after the postmarked date thereof, or upon being deposited with an overnight delivery service requiring proof of delivery, to the other party at the address of such other party set forth below or such other address within the continental United States as such other party may designate by notice specifically designated as a notice of change of address and given in

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accordance herewith; provided, however, that the time period in which a response to any such notice, election, demand or request must be given shall commence on the date of receipt thereof; and provided further that no notice of change of address shall be effective until the date of receipt thereof. Personal delivery to a party or any officer, partnership, agent or employee of such party at said address shall constitute receipt. Rejection or other refusal to accept or inability to deliver because of changed address of which no notice has been given shall also constitute receipt. Any such notice, election, demand, request or response shall be addressed as follows:

If given to Lender, shall be addressed as follows:

Colony Bank
620 Sigman Road NE
Suite 300
Conyers, GA 30013

and, if given to Assignor, shall be addressed as follows:

Mattmar, LLC
6109 N. Davis Highway
Pensacola, FL 32504

3.12 Modifications, Etc. Assignor hereby consents and agrees that Lender may at any time, and from time to time, without notice to or further consent from Assignor, either with or without consideration, surrender any property or other security of any kind or nature whatsoever held by it or by any person, firm or corporation on its behalf or for its account, securing the Indebtedness; substitute for any collateral so held by it, other collateral of like kind, or of any kind; agree to modifications of the terms of the Note or the Loan Documents; extend or renew the Note or any of the Loan Documents for any period; grant releases, compromises and indulgences with respect to the Note or the Loan Documents to any persons or entities now or hereafter liable thereunder or hereunder; release any guarantor or endorser of the Note, the Security Instrument, the Loan Agreement, or any other Loan Document; or take or fail to take any action of any type whatsoever; and no such action which Lender shall take or fail to take in connection with the Loan Documents, or any of them, or any security for the payment of the Indebtedness or for the performance of any obligations or undertakings of Assignor, nor any course of dealing with Assignor or any other person, shall release Assignor's obligations hereunder, affect this Assignment in any way or afford Assignor any recourse against Lender. The provisions of this Assignment shall extend and be applicable to all renewals, amendments, extensions, consolidations or modifications thereof.

3.13 Time is of the Essence. Time is of the essence with respect to each and every covenant, agreement and obligation of Assignor under this Assignment.

[SIGNATURES ON FOLLOWING PAGE]

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IN WITNESS WHEREOF, Assignor has executed this Assignment under seal, as of the day and year first above written.

ASSIGNOR:

Signed in the presence of:

MATTMAR, LLC,
a Florida limited liability company

Daniel Gay
Witness #1 Signature 727-458-8836

Printed Name: Daniel Gay

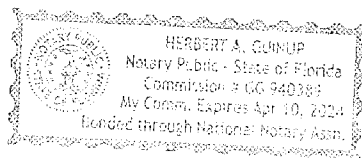
By: Mark Isenberg (SEAL)
Mark Isenberg, Manager

Herbert A. Guinup
Witness #2 Signature

Printed Name: Herbert A. Guinup

STATE OF Florida
COUNTY OF Pineellas

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 28 day of December, 2020, by MARK ISENBERG, MANAGER of MATTMAR, LLC, a Florida limited liability company, on behalf of such company. He is personally known to me or produced FL Drivers License as identification.



Herbert A. Guinup
Notary Public Herbert A. Guinup
My commission expires on: 04-10-2024

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EXHIBIT "A"
LEGAL DESCRIPTION

The Southernmost portion of the hereafter described property with a frontage of 115 feet on the West side of Davis Highway and with a Northerly line running parallel to the Northerly line of the entire parcel hereafter described, to-wit:

From the point of intersection of the West right of way line of State Road No. 291 and the East line of Section 34, Township 1 South, Range 30 West, Escambia County, Florida, run South 26 degrees 00 minutes 00 seconds West on line of said Section 34, 72.25 feet to Point of Beginning; thence North 72 degrees 24 minutes 30 seconds West 168.35 feet; thence North 58 degrees 04 minutes 30 seconds West 311.38 feet; thence North 79 degrees 05 minutes 30 seconds East 457.30 feet to West right of way line of State Road No. 291; thence along said right of way line 236.50 feet to the point of intersection of West right of way line of State Road No. 291 and the East line of said Section 34; thence South 26 degrees 00 minutes 00 seconds West 72.25 feet to Point of Beginning, lying and being in Section 34, Township 1 South, Range 30 West, Escambia County, Florida, ALSO, from Point of Beginning in above described tract; thence South 72 degrees 24 minutes 30 seconds East 31.97 feet to West right of way line of State Road No. 291; thence North along said right of way line 74.73 feet; thence South 26 degrees 00 minutes 00 seconds West 72.25 feet to Point of Beginning, lying and being in Section 33, Township 1 South, Range 30 West, Escambia County, Florida. Less and Except that part conveyed in Official Records Book 1891, Page 550, of the Public Records of Escambia County, Florida.

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EXHIBIT "B"
SPECIAL STIPULATIONS

The Loan secured by this lien was made under a United States Small Business Administration (SBA) nationwide program which uses tax dollars to assist small business owners. If the United States is seeking to enforce this document, then under SBA regulations:

- a) When SBA is the holder of the Note, this document and all documents evidencing or securing this Loan will be construed in accordance with federal law.
- b) Lender or SBA may use local or state procedures for purposes such as filing papers, recording documents, giving notice, foreclosing liens, and other purposes. By using these procedures, SBA does not waive any federal immunity from local or state control, penalty, tax or liability. No Borrower or Guarantor may claim or assert against SBA any local or state law to deny any obligation of Borrower, or defeat any claim of SBA with respect to this Loan.
- c) Any clause in this document requiring arbitration is not enforceable when SBA is the holder of the Note secured by this instrument.

Recorded in Public Records 12/30/2020 4:30 PM OR Book 8435 Page 214,
Instrument #2020115921, Pam Childers Clerk of the Circuit Court Escambia
County, FL Recording \$35.50

STATE OF FLORIDA UNIFORM COMMERCIAL CODE FINANCING STATEMENT FORM

A. NAME & DAYTIME PHONE NUMBER OF CONTACT PERSON Heather D. Hestley, Esq., 404-997-6032	
B. Email Address hhestley@jamesbatesllp.com	
C. SEND ACKNOWLEDGEMENT TO:	
Name	James Bates Brannan Groover LLP
Address	3399 Peachtree Rd., Suite 1700
Address	
City/State/Zip	Atlanta, GA 30326

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

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

1.a ORGANIZATION'S NAME Mattmar, LLC				
1.b INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX	
1.c MAILING ADDRESS Line One 6109 N. Davis Highway		This space not available.		
MAILING ADDRESS Line Two	CITY Pensacola	STATE FL	POSTAL CODE 32504	COUNTRY USA

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

2.a ORGANIZATION'S NAME MGHMI LLC				
2.b INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX	
2.c MAILING ADDRESS Line One 6109 N. Davis Highway		This space not available.		
MAILING ADDRESS Line Two	CITY Pensacola	STATE FL	POSTAL CODE 32504	COUNTRY USA

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

3.a ORGANIZATION'S NAME Colony Bank				
3.b INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX	
3.c MAILING ADDRESS Line One 620 Sigman Road NE, Suite 300		This space not available.		
MAILING ADDRESS Line Two	CITY Conyers	STATE GA	POSTAL CODE 30013	COUNTRY USA

4. This FINANCING STATEMENT covers the following collateral:

All assets of Debtors, however arising or created, and whether now owned or existing or hereafter arising, created or acquired, including, without limitation, all Equipment (including machinery and furniture), Fixtures, Accounts, Chattel Paper, Inventory, Goods, Instruments, General Intangibles, Investment Property, Documents, Deposit Accounts, Letter of Credit Rights, tort claims, insurance claims, accounts receivable, and contract rights of Debtors; all accessions, additions, replacements, and substitutions relating to any of the foregoing; all records of any kind relating to any of the foregoing; all proceeds relating to any of the foregoing (including insurance and general intangibles), wherever located, including, without limitation, located at, affixed or to become affixed to that real property commonly known as 6109 N. Davis Highway, Pensacola, FL and more particularly described on the attached Exhibit "A".

See Exhibit "B" for Special Stipulations

5. ALTERNATE DESIGNATION (if applicable)

<input type="checkbox"/> LESSEE/LESSOR	<input type="checkbox"/> CONSIGNEE/CONSIGNOR	<input type="checkbox"/> BAILEE/BAILOR
<input type="checkbox"/> AG LIEN	<input type="checkbox"/> NON-UCC FILING	<input type="checkbox"/> SELLER/BUYER

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

<input checked="" type="checkbox"/> All documentary stamps due and payable or to become due and payable pursuant to s. 201.22 F.S., have been paid.
<input type="checkbox"/> Florida Documentary Stamp Tax is not required.

7. OPTIONAL FILER REFERENCE DATA

STANDARD FORM - FORM UCC-1 (REV.05/2013)

Filing Office Copy

Approved by the Secretary of State, State of Florida

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STATE OF FLORIDA UNIFORM COMMERCIAL CODE FINANCING STATEMENT FORM – ADDENDUM

8. NAME OF FIRST DEBTOR (1a OR 1b) ON RELATED FINANCING STATEMENT

8a. ORGANIZATION'S NAME Mattmar, LLC			
8b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

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

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

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

11.a ORGANIZATION'S NAME				
11.b INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX	
11.c MAILING ADDRESS Line One	This space not available			
MAILING ADDRESS Line Two	CITY Pensacola	STATE FL	POSTAL CODE 32504	COUNTRY USA

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

13. Description of real estate:

See attached Exhibit "A"

14. Name and address of a RECORD OWNER of above-described real estate (if Debtor does not have a record interest):**15. Additional collateral description:****16. Check only if applicable and check only one box.**

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

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

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

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EXHIBIT "A"
LEGAL DESCRIPTION

The Southernmost portion of the hereafter described property with a frontage of 115 feet on the West side of Davis Highway and with a Northerly line running parallel to the Northerly line of the entire parcel hereafter described, to-wit:

From the point of intersection of the West right of way line of State Road No. 291 and the East line of Section 34, Township 1 South, Range 30 West, Escambia County, Florida, run South 26 degrees 00 minutes 00 seconds West on line of said Section 34, 72.25 feet to Point of Beginning; thence North 72 degrees 24 minutes 30 seconds West 168.35 feet; thence North 58 degrees 04 minutes 30 seconds West 311.38 feet; thence North 79 degrees 05 minutes 30 seconds East 457.30 feet to West right of way line of State Road No. 291; thence along said right of way line 236.50 feet to the point of intersection of West right of way line of State Road No. 291 and the East line of said Section 34; thence South 26 degrees 00 minutes 00 seconds West 72.25 feet to Point of Beginning, lying and being in Section 34, Township 1 South, Range 30 West, Escambia County, Florida, ALSO, from Point of Beginning in above described tract; thence South 72 degrees 24 minutes 30 seconds East 31.97 feet to West right of way line of State Road No. 291; thence North along said right of way line 74.73 feet; thence South 26 degrees 00 minutes 00 seconds West 72.25 feet to Point of Beginning, lying and being in Section 33, Township 1 South, Range 30 West, Escambia County, Florida. Less and Except that part conveyed in Official Records Book 1891, Page 550, of the Public Records of Escambia County, Florida.

BK: 8435 PG: 217 Last Page**EXHIBIT "B"**

The Loan secured by this lien was made under a United States Small Business Administration (SBA) nationwide program which uses tax dollars to assist small business owners. If the United States is seeking to enforce this document, then under SBA regulations:

- a) When SBA is the holder of the Note, this document and all documents evidencing or securing this Loan will be construed in accordance with federal law.
- b) Secured Party or SBA may use local or state procedures for purposes such as filing papers, recording documents, giving notice, foreclosing liens, and other purposes. By using these procedures, SBA does not waive any federal immunity from local or state control, penalty, tax or liability. No Borrower or Guarantor may claim or assert against SBA any local or state law to deny any obligation of Borrower, or defeat any claim of SBA with respect to this Loan.

Any clause in this document requiring arbitration is not enforceable when SBA is the holder of the Note secured by this instrument.