



# 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

0425-88

## Part 1: Tax Deed Application Information

Applicant Name Applicant Address	ELEVENTH TALENT, LLC PO BOX 769 PALM CITY, FL 34991	Application date	Jun 14, 2024
Property description	STRAHM DANIEL LOUIS 5523 TURKEY RD PENSACOLA, FL 32526 5527 TURKEY RD 10-1352-000 BEG AT NE COR OF SEC N 72 DEG 30 MIN W ALG N LI OF SEC 2693 4/10 FT S 17 DEG 30 MIN W 2412 13/100 FT (Full legal attached.)	Certificate #	2022 / 4806
		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)
# 2022/4806	06/01/2022	1,402.10	70.11	1,472.21
# 2024/5048	06/01/2024	1,639.24	81.96	1,721.20
→ Part 2: Total*				3,193.41

## 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)
# 2023/4947	06/01/2023	1,525.79	6.25	111.57	1,643.61
Part 3: Total*					1,643.61

## 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)	4,837.02
2. Delinquent taxes paid by the applicant	0.00
3. Current taxes paid by the applicant	0.00
4. Property information report fee	200.00
5. Tax deed application fee	175.00
6. Interest accrued by tax collector under s.197.542, F.S. (see Tax Collector Instructions, page 2)	0.00
7. Total Paid (Lines 1-6)	5,212.02

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: Candice Lewis  
Signature, Tax Collector or Designee

Escambia, Florida  
Date June 18th, 2024

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

<b>Part 5: Clerk of Court Certified Amounts (Lines 8-14)</b>	
8. Processing tax deed fee	
9. Certified or registered mail charge	
10. Clerk of Court advertising, notice for newspaper, and electronic auction fees	
11. Recording fee for certificate of notice	
12. Sheriff's fees	
13. Interest (see Clerk of Court Instructions, page 2)	
14. <b>Total Paid (Lines 8-13)</b>	
15. Plus one-half of the assessed value of homestead property, if applicable under s. 197.502(6)(c), F.S.	
16. Statutory opening bid (total of Lines 7, 14, 15, and 16 if applicable)	
Sign here: _____ Date of sale <u>04/02/2025</u> Signature, Clerk of Court or Designee	

# INSTRUCTIONS

+12.50

## **Tax Collector (complete Parts 1-4)**

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

Enter the Face Amount of Certificate in Column 3 and the interest in Column 4 for each certificate number. Add Columns 3 and 4 and enter the amount in Column 5.

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

**Total.** Add the amounts in Columns 3, 4 and 5

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

**Line 1,** enter the total of Part 2 plus the total of Part 3 above.

**Total Paid, Line 7:** Add the amounts of Lines 1-6

**Line 6, Interest accrued by tax collector.** Calculate the 1.5 percent interest accrued from the month after the date of application through the month this form is certified to the clerk. Enter the amount to be certified to the clerk on Line 6. The interest calculated by the tax collector stops before the interest calculated by the clerk begins. See Section 197.542, F.S., and Rule 12D-13.060(3), Florida Administrative Code.

The tax collector's interest for redemption at the time of the tax deed application is a cost of redemption, which encompasses various percentages of interest on certificates and omitted or delinquent taxes under Section 197.502, F.S. This interest is calculated before the tax collector calculates the interest in Section 197.542, F.S.

Attach certified statement of names and addresses of persons who must be notified before the sale of the property. Send this form and any required attachments to the Clerk of Court within 10 days after it is signed.

## **Clerk of Court (complete Part 5)**

**Line 13: Interest** is calculated at the rate of 1.5 percent per month starting from the first day of the month after the month of certification of this form through the last day of the month in which the sale will be held. Multiply the calculated rate by the total of Line 7, minus Line 6, plus Lines 8 through 12. Enter the amount on Line 13.

**Line 14:** Enter the total of Lines 8-13. Complete Lines 15-18, if applicable.

BEG AT NE COR OF SEC N 72 DEG 30 MIN W ALG N LI OF SEC 2693 4/10 FT S 17 DEG 30 MIN W 2412 13/100 FT FOR POB  
CONTINUE SAME COURSE 638 87/100 FT TO P M AND N O RR R/W N 49 DEG 2 MIN W ALG RR R/W 226 85/100 FT N 17  
DEG 30 MIN E 584 28/100 FT S 72 DEG 30 MIN E 208 FT TO POB OR 8164 P 1125 LESS OR 4193 P 42 STRAHM

# APPLICATION FOR TAX DEED

Section 197.502, Florida Statutes

512  
R. 12/16

Application Number: 2400900

To: Tax Collector of ESCAMBIA COUNTY, Florida

I,  
ELEVENTH TALENT, LLC  
PO BOX 769  
PALM CITY, FL 34991,

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
10-1352-000	2022/4806	06-01-2022	BEG AT NE COR OF SEC N 72 DEG 30 MIN W ALG N LI OF SEC 2693 4/10 FT S 17 DEG 30 MIN W 2412 13/100 FT FOR POB CONTINUE SAME COURSE 638 87/100 FT TO P M AND N O RR R/W N 49 DEG 2 MIN W ALG RR R/W 226 85/100 FT N 17 DEG 30 MIN E 584 28/100 FT S 72 DEG 30 MIN E 208 FT TO POB OR 8164 P 1125 LESS OR 4193 P 42 STRAHM

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  
ELEVENTH TALENT, LLC  
PO BOX 769  
PALM CITY, FL 34991

06-14-2024  
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](#)

<b>General Information</b> <b>Parcel ID:</b> 3625311011001001 <b>Account:</b> 101352000 <b>Owners:</b> STRAHM DANIEL LOUIS <b>Mail:</b> 5523 TURKEY RD PENSACOLA, FL 32526 <b>Situs:</b> 5527 TURKEY RD 32526 <b>Use Code:</b> SINGLE FAMILY RESID <b>Taxing Authority:</b> COUNTY MSTU <b>Tax Inquiry:</b> <a href="#">Open Tax Inquiry Window</a> <small>Tax Inquiry link courtesy of Scott Lunsford Escambia County Tax Collector</small>		<b>Assessments</b> <table border="1"> <thead> <tr> <th>Year</th> <th>Land</th> <th>Imprv</th> <th>Total</th> <th>Cap Val</th> </tr> </thead> <tbody> <tr> <td>2023</td> <td>\$22,000</td> <td>\$82,651</td> <td>\$104,651</td> <td>\$98,320</td> </tr> <tr> <td>2022</td> <td>\$22,000</td> <td>\$74,181</td> <td>\$96,181</td> <td>\$89,382</td> </tr> <tr> <td>2021</td> <td>\$22,000</td> <td>\$59,257</td> <td>\$81,257</td> <td>\$81,257</td> </tr> </tbody> </table> <p align="center"><b>Disclaimer</b></p> <p align="center"><b>Tax Estimator</b></p> <p align="center"><b>File for Exemption(s) Online</b></p> <p align="center"><b>Report Storm Damage</b></p>		Year	Land	Imprv	Total	Cap Val	2023	\$22,000	\$82,651	\$104,651	\$98,320	2022	\$22,000	\$74,181	\$96,181	\$89,382	2021	\$22,000	\$59,257	\$81,257	\$81,257																						
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<b>Sales Data</b> <table border="1"> <thead> <tr> <th>Sale Date</th> <th>Book</th> <th>Page</th> <th>Value</th> <th>Type</th> <th>Official Records (New Window)</th> </tr> </thead> <tbody> <tr> <td>12/08/2018</td> <td>8164</td> <td>1125</td> <td>\$100,000</td> <td>QC</td> <td></td> </tr> <tr> <td>04/10/2017</td> <td>7696</td> <td>938</td> <td>\$100</td> <td>CJ</td> <td></td> </tr> <tr> <td>04/10/2017</td> <td>7696</td> <td>914</td> <td>\$100</td> <td>CJ</td> <td></td> </tr> <tr> <td>12/11/2014</td> <td>7734</td> <td>1089</td> <td>\$100</td> <td>OT</td> <td></td> </tr> <tr> <td>02/28/2008</td> <td>6293</td> <td>535</td> <td>\$11,000</td> <td>QC</td> <td></td> </tr> <tr> <td>01/1906</td> <td>1117</td> <td>267</td> <td>\$15,000</td> <td>WD</td> <td></td> </tr> </tbody> </table> <small>Official Records Inquiry courtesy of Pam Childers Escambia County Clerk of the Circuit Court and Comptroller</small>		Sale Date	Book	Page	Value	Type	Official Records (New Window)	12/08/2018	8164	1125	\$100,000	QC		04/10/2017	7696	938	\$100	CJ		04/10/2017	7696	914	\$100	CJ		12/11/2014	7734	1089	\$100	OT		02/28/2008	6293	535	\$11,000	QC		01/1906	1117	267	\$15,000	WD		<b>2023 Certified Roll Exemptions</b> None  <b>Legal Description</b> BEG AT NE COR OF SEC N 72 DEG 30 MIN W ALG N LI OF SEC 2693 4/10 FT S 17 DEG 30 MIN W 2412 13/100 FT FOR POB...  <b>Extra Features</b> BLOCK/BRICK GARAGE CARPORT	
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<b>Parcel Information</b> <b>Section Map Id:</b> 36-2S-31-2 <b>Approx. Acreage:</b> 0.9056 <b>Zoned:</b> MDR <b>Evacuation &amp; Flood Information</b> <a href="#">Open Report</a>		<b>Launch Interactive Map</b> 	
<p align="center"> <a href="#">View Florida Department of Environmental Protection (DEP) Data</a></p>			

### Buildings

Address: 5527 TURKEY RD, Year Built: 1959, Effective Year: 1959, PA Building ID#: 111644

#### Structural Elements

DECOR/MILLWORK-AVERAGE

DWELLING UNITS-1

EXTERIOR WALL-VINYL SIDING

FLOOR COVER-PINE/SOFTWOOD

FOUNDATION-WOOD/NO SUB FLR

HEAT/AIR-CENTRAL H/AC

INTERIOR WALL-DRYWALL-PLASTER

NO. PLUMBING FIXTURES-3

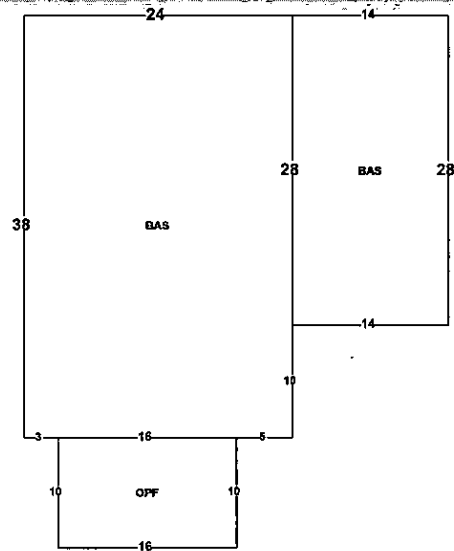
NO. STORIES-1

ROOF COVER-COMPOSITION SHG

ROOF FRAMING-GABLE

STORY HEIGHT-0

STRUCTURAL FRAME-WOOD FRAME



Areas - 1464 Total SF

BASE AREA - 1304

OPEN PORCH FIN - 160

### Images



7/28/2021 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: 06/20/2024 (tc.6914)

## NOTICE OF APPLICATION FOR TAX DEED

NOTICE IS HEREBY GIVEN, That **ELEVENTH TALENT LLC** holder of **Tax Certificate No. 04806**, issued the **1st** day of **June, A.D., 2022** has filed same in my office and has made application for a tax deed to be issued thereon. Said certificate embraces the following described property in the County of Escambia, State of Florida, to wit:

**BEG AT NE COR OF SEC N 72 DEG 30 MIN W ALG N LI OF SEC 2693 4/10 FT S 17 DEG 30 MIN W 2412 13/100 FT FOR POB CONTINUE SAME COURSE 638 87/100 FT TO P M AND N O RR R/W N 49 DEG 2 MIN W ALG RR R/W 226 85/100 FT N 17 DEG 30 MIN E 584 28/100 FT S 72 DEG 30 MIN E 208 FT TO POB OR 8164 P 1125 LESS OR 4193 P 42 STRAHM**

**SECTION 36, TOWNSHIP 2 S, RANGE 31 W**

**TAX ACCOUNT NUMBER 101352000 (0425-88)**

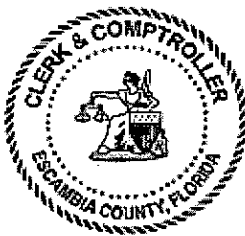
The assessment of the said property under the said certificate issued was in the name of

**DANIEL LOUIS STRAHM**

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 April, which is the **2nd** day of **April 2025**.

Dated this 20th day of June 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

**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: 101352000 Certificate Number: 004806 of 2022**

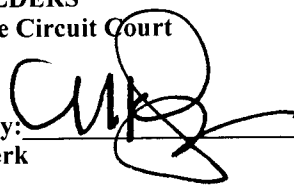
**Payor: LOCKLIN SABA LOCKLIN & JONES PA 4557 CHUMUCKLA HWY PACE FL 32571  
Date 8/28/2024**

Clerk's Check # 1  
Tax Collector Check # 1

Clerk's Total \$524.40  
Tax Collector's Total \$6,006.32  
Postage \$100.00  
Researcher Copies \$0.00  
Recording \$10.00  
Prep Fee \$7.00  
Total Received \$6,647.72

**\$5,032.50**

**PAM CHILDERS  
Clerk of the Circuit Court**

Received By:   
Deputy Clerk

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



**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 #: 10-1352-000 CERTIFICATE #: 2022-4806

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: December 12, 2004 to and including December 12, 2024 Abstractor: Vicki Campbell

BY

Michael A. Campbell,  
As President  
Dated: December 17, 2024



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

December 17, 2024

Tax Account #: **10-1352-000**

1. The Grantee(s) of the last deed(s) of record is/are: **FIJIS PROPERTY INVESTMENTS, LLC, A FLORIDA LIMITED LIABILITY COMPANY**

**By Virtue of Warranty Deed recorded 8/29/2024 in OR 9196/176**

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, Security Agreement, Assignment of Rents and Fixture Financing Statement in favor of Restoration Capital LLC., a Virginia limited liability company recorded 8/29/2024 – OR 9196/180 and Assignment and Pledge of Leases, Contracts Rents and Profits recorded 8/29/2024 – OR 9196/199**
  - b. **Code enforcement Order in favor of Escambia County recorded 12/20/2023 – OR 9083/570**
  - c. **Judgment in favor of Escambia County Department of Community Corrections recorded 3/27/2019 – OR 8068/1123**
4. Taxes:

**Taxes for the year(s) NONE are delinquent.**

**Tax Account #: 10-1352-000**

**Assessed Value: \$108,152.00**

**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:** APR 2, 2025

**TAX ACCOUNT #:** 10-1352-000

**CERTIFICATE #:** 2022-4806

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

**YES      NO**

☐☒

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

☒☐

Notify Escambia County, 190 Governmental Center, 32502

☐☒

Homestead for 2024 tax year.

DANIEL LOUIS STRAHM AKA DANNY  
FIJIS PROPERTY INVESTMENTS LLC  
5523 TURKEY RD  
PENSACOLA, FL 32526

FIJIS PROPERTY INVESTMENTS LLC  
81 CALLOWAY ST  
CANTONMENT, FL 32533

DANIEL LOUIS STRAHM AKA DANNY  
FIJIS PROPERTY INVESTMENTS LLC  
5527 TURKEY RD  
PENSACOLA, FL 32526

RESTORATION CAPITAL LLC  
BRADFORDS TELEGRAPH CT  
CHANTILLY, VA 20152

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

DANIEL LOUIS STRAHM AKA DANNY  
30068 HUBERT JENKINS RD  
BOGALUSA, LA 70427

ESCAMBIA COUNTY DEPARTMENT  
OF COMMUNITY CORRECTIONS  
2251 N. PALAFOX ST.  
PENSACOLA, FL 32501

Certified and delivered to Escambia County Tax Collector, this 16<sup>th</sup> day of December, 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**

**December 17, 2024**

**Tax Account #:10-1352-000**

### **LEGAL DESCRIPTION EXHIBIT "A"**

**BEG AT NE COR OF SEC N 72 DEG 30 MIN W ALG N LI OF SEC 2693 4/10 FT S 17 DEG 30 MIN W  
2412 13/100 FT FOR POB CONTINUE SAME COURSE 638 87/100 FT TO P M AND N O RR R/W N  
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208 FT TO POB OR 8164 P 1125 LESS OR 4193 P 42 STRAHM**

**SECTION 36, TOWNSHIP 2 S, RANGE 31 W**

**TAX ACCOUNT NUMBER 10-1352-000 (0425-88)**

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

Prepared by:  
Jennifer Wilson  
Locklin, Saba, Locklin & Jones, P.A.  
4557 Chumuckla Highway  
Pace, FL 32571

Record and Return to:  
Locklin, Saba, Locklin & Jones, P.A.  
4557 Chumuckla Highway  
Pace, FL 32571

File No.: 24-332  
Parcel ID: 362S311011001001  
Property: 5527 Turkey Road, Pensacola, FL 32526

## WARRANTY DEED – CORPORATE GRANTOR

This Warranty Deed made this **27<sup>th</sup> day of August, 2024**, by and between **Exor Holdings, LLC**, a Florida limited liability company, hereinafter called the Grantor; and **Fijis Property Investments, LLC**, a Florida Limited Liability Company, hereinafter called the Grantee, whose mailing address is **81 Calloway Street, Cantonment, Florida 32533**.

WITNESSETH, that the Grantor, for and in consideration of the sum of \$10.00 (Ten and 00/100 Dollars) and other valuable consideration, the receipt whereof is hereby acknowledged, hereby grants, bargains, and sells unto the Grantee, and Grantee's successors, heirs, and assigns forever, all that parcel of land in the County of **Escambia**, State of **Florida**, to wit:

Commencing at the Northeast corner of Section 36, Township 2 South, Range 31 West, Escambia County, Florida; thence North 72 degrees 30 minutes West along the North line of said Section, 2693.4 feet; thence South 17 degrees 30 minutes West a distance of 2412.13 feet to Point of Beginning; thence continue South 17 degrees 30 minutes West 638.87 feet to the P. M. and N. O. Railroad right of way; thence North 49 degrees 02 minutes West along said Railroad 226.85 feet; thence North 17 degrees 30 minutes East 584.28 feet; thence South 72 degrees 30 minutes East 200 feet to Point of Beginning.

LESS AND EXCEPT the following Parcels:

**PARCEL # 1:**

Commencing at the Northeast corner of Section 36, Township 2 South, Range 31 West, Escambia County, Florida; thence North 72 degrees 30 minutes 00 seconds West along the North line of said Section for 2693.4 feet; thence South 17 degrees 30 minutes 00 seconds West for 2597.86 feet to an iron pipe and Point of Beginning (said point being on the West right of way line of County Road as described in Official Records Book 3 at Page 499); thence continue South 17 degrees 30 minutes 00 seconds West along said right of way line for 120.71 feet to an iron pipe; thence North 72 degrees 30 minutes 00 seconds West (at right angles) 208.00 feet to an iron pipe; thence North 17 degrees 30 minutes 00 seconds East and parallel with said County Road right of way for 120.71 feet to an iron pipe; thence South 72 degrees 30 minutes 00 seconds East (at right angles) for 208.00 feet to Point of Beginning.

**PARCEL # 2:**

Commencing at the Northeast corner of Section 36, Township 2 South, Range 31 West, Escambia County, Florida; thence North 72 degrees 30 minutes 00 seconds West along the North line of said Section for 2693.4 feet; thence South 17 degrees 30 minutes 00 seconds West for 2718.57 feet to an iron pipe and Point of Beginning (said point being on the West right of way line of County Road as described

in Official Records Book 3 at Page 499; thence continue South 17 degrees 30 minutes 00 seconds West along said right of way line for 332.43 feet to an iron pipe on the Northerly right of way line of P.M. and N.O. Railroad; thence North 57 degrees 47 minutes 39 seconds West along said Northerly right of way line for 226.85 feet to an iron pipe; thence North 17 degrees 30 minutes 00 seconds East and parallel with said County Road right of way for 286.84 feet to an iron pipe; thence South 72 degrees 30 minutes 00 seconds East (at right angles) for 208.00 feet to Point of Beginning.

TOGETHER with all of 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 the 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 this land; that the Grantor hereby fully warrants the title to the land and will defend the same against the lawful claims of all persons whomsoever; and that the land is free of all encumbrances, except taxes accruing subsequent to December 31, 2024, and restrictions, covenants, and easements of record.

IN WITNESS WHEREOF, the Grantor has caused these presents to be executed in its name and its corporate seal to be hereunto affixed by its proper officers thereunto duly authorized, the day and year first above written.

Exor Holdings, LLC, a Florida Limited Liability Company

By: Rodrigo Gayoso  
Rodrigo Gayoso, CEO

Christopher Andrew Yon  
WITNESS  
PRINT NAME: Christopher Yon

Andrew Ray Yon  
WITNESS  
PRINT NAME: Andrew Ray Yon

13518 Deer Creek Rd  
Ashland, VA 23005  
WITNESS 1 ADDRESS

13518 Deer Creek Rd  
Ashland, VA 23005  
WITNESS 2 ADDRESS

[CORPORATE SEAL]

STATE OF Virginia

COUNTY OF Hanover

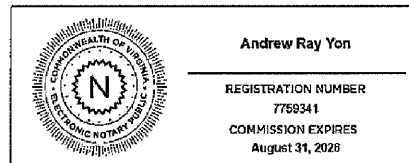
The foregoing instrument was acknowledged before me by means of ( ) physical presence or ☒ online notarization this 27th day of August, 2024 by Rodrigo Gayoso, CEO of Exor Holdings, LLC, a FL Limited Liability Company.

Andrew Ray Yon  
Signature of Notary Public  
Print, Type/Stamp Name of Notary

Personally known: \_\_\_\_\_  
OR Produced Identification: ☒

Type of Identification Produced: U.S. Passport

Notarized by USA Notary using online audio / video communication  
Executed in Hanover County, VA



RESOLUTION OF  
EXOR HOLDINGS, LLC, A FLORIDA LIMITED LIABILITY COMPANY

A meeting of all of the Members of Exor Holdings, LLC., a Florida limited liability company was held on the 9th day of August, 2024 in Miami Beach, Florida.

Rodrigo Gayoso, Manager, presided as the Chairperson, called the meeting to order and announced all Members were present and therefore constituted a quorum.

The Chairman presented to the Members the desire to sell the property located at 5527 Turkey Road, Pensacola, Florida 32526, as stated in that certain contract with Fijis Property Investment, LLC. Upon review of said Contract (incorporated by reference herein) and Rodrigo Gayoso, CEO, is hereby authorized to sign all closing documents for sale of said property including the warranty deed and settlement statement.

Upon a motion duly made and seconded, it was  
"RESOLVED, that the Company would sell the property in accordance with the terms of the Offer.

It was then presented that the Company would be required to sign documents to complete the sale.

Upon a motion duly made and seconded, it was  
"RESOLVED, that the Company would authorize Rodrigo Gayoso, CEO, of Exor Holdings, LLC, a Florida limited liability company to sign any and all documents for the sale and conveyance of the property, including but not limited to; Settlement Statements, Warranty Deeds, disclosures and affidavits."

There being no other business to be brought before the Members, the meeting was adjourned.

Executed this 27th day of August 2024.

Rodrigo Gayoso  
BY: Rodrigo Gayoso  
Title: CEO

State of Florida  
County of Escambia

### ABUTTING ROADWAY MAINTENANCE DISCLOSURE

ATTENTION: Pursuant to section 86-165 of the Escambia County Code of Ordinances, Sellers of residential lots are required to disclose to buyers whether abutting roadways will be maintained by Escambia County. The disclosure must additionally provide that **ESCAMBIA COUNTY DOES NOT ACCEPT ROADS FOR MAINTENANCE THAT HAVE NOT BEEN BUILT OR IMPROVED TO MEET COUNTY STANDARDS.** Section 86-166 of the Escambia County Code of Ordinances requires this disclosure be attached along with other attachments to the deed or other method of conveyance required to be made a part of the public records of Escambia County, Florida.

Note: Acceptance for filing by County employees of this disclosure shall in no way be construed as an acknowledgment by the County of the veracity of any disclosure statement.

NAME OF ROADWAY: Turkey Road  
LEGAL ADDRESS OF PROPERTY: 5527 Turkey Road

THE COUNTY ( X ) HAS ACCEPTED, (      ) HAS NOT ACCEPTED THE  
ABUTTING ROADWAY FOR MAINTENANCE

This information is believed to be correct and is being provided as it appears on the County's website at [www.myescambia.com](http://www.myescambia.com).

AS TO SELLER(S):

Seller: Blank

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

Seller: Blank

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

AS TO BUYER(S)

Buyer: Blank

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

Buyer: Blank

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

2

This Instrument Prepared  
By: Jerome S. Levin  
Levin Law and Mediation  
1444 1<sup>st</sup> Street, Suite A  
Sarasota, Florida 34236

Return to:

1444 1<sup>st</sup> St. Suite A  
Sarasota, FL

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**MORTGAGE, SECURITY AGREEMENT, ASSIGNMENT OF RENTS AND FIXTURE  
FINANCING STATEMENT**

**THIS MORTGAGE, SECURITY AGREEMENT, ASSIGNMENT OF RENTS, AND FIXTURE FINANCING STATEMENT** (the "Mortgage") is executed actually on the date indicated in the notarial certificate affixed to it, but is made and delivered effective as of August 27, 2024, by and between **FIJIS PROPERTY INVESTMENTS LLC, A Florida limited liability company** (referred to herein as "Borrower"), having a mailing address of 116 Griggs Street, Cantonment Fl. 32533 and their successors and assigns of Borrower, and grant and convey to **RESTORATION CAPITAL LLC., A Virginia limited liability company**, (the "Lender"), its successors and or assigns, having its principal office at, and a mailing address of **42637 Bradfords Telegraph Court, Chantilly, VA 20152.**

**W I T N E S S E T H:**

Borrower has executed the Note to the order of Lender of even date herewith, to secure an indebtedness payable to the Lender evidenced by a Promissory Note in the principal amount of ONE HUNDRED FIFTEEN THOUSAND and 00/100 Dollars, (\$115,000.00) (the "Note"), and such additional sums of money as shall be borrowed by Borrower from Lender for the account of Borrower, and any extensions, modifications, future advances, amendments now existing or hereafter arising due or to become due and said Note is incorporated herein having a Maturity Date of September 1, 2025 except if said Maturity Date is extended in accordance with the terms of the Promissory Note of even date herewith. Borrower has delivered to Lender other loan documents, including but not limited to Assignment of Rents, Loan Agreement, Guaranty, to secure the obligations of Borrower to Lender, (the "Loan Documents"), and said Loan Documents are incorporated herein.

**NOW THEREFORE**, for valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Borrower does hereby MORTGAGE, WARRANT, GRANT, CONVEY AND ASSIGN to Lender, to secure to Lender the payment and performance when due of the obligations of the Note, Mortgage and Loan Documents, strictly in accordance with the terms thereof, all right, title and interest of Borrower in and to the real estate described in **Exhibit "A"** attached hereto and incorporated herein by this reference (the "Land");



TOGETHER WITH (i) all the buildings, structures, improvements now or subsequently erected on the Property; to the extent applicable, (ii) all easements, rights, appurtenances, mineral, oil, and gas rights and profits, all water, water rights, air space, and (iii) security deposits, revenues of any kind, rents, incomes, issues, profits and revenues thereof, (iv) all fixtures now or subsequently attached to the Property (v) all elevators, gas, steam, electric, water, cooking, refrigeration, plumbing, air conditioning, heating, ventilation, appliances, generators, machinery, inventory, supplies, fixtures, furniture, (vi) insurance policies, leases, subleases, contracts, (vii) all the tenements, hereditaments, appurtenance, reversions and remainders belonging to the Premises; (viii) all judgments, awards, settlements, claims, demands, payments arising from ownership of the Premises; (ix) all strips, gores, alleyways; (x) any items described in those certain UCC-1 Financing Statements of even date herewith between Borrower and Lender. All of these properties and rights, including replacements and additions thereto, whether detached, detachable or attached shall be deemed to be and remain a part of the Property covered by this Mortgage, and all of them, together with the Land and other property stated herein (or the leasehold estate if this Mortgage is on a leasehold) are collectively referred to as the Property (the "Property").

TO HAVE AND TO HOLD the Mortgaged Property with all the privileges and appurtenances to the same belonging, and with the possession and right of possession thereof, unto Lender, its successors and assigns forever, upon the terms and conditions set forth herein.

**AND BORROWER COVENANTS AND WARRANTS THAT BORROWER EXPRESSLY CERTIFIES TO LENDER THAT THE PROCEEDS OF THE NOTE WILL BE USED FOR BUSINESS/COMMERCIAL PURPOSES ONLY. THE UNDERSIGNED HEREBY CERTIFIES THAT THE PROCEEDS OF THE NOTE WILL NOT BE USED FOR PERSONAL, FAMILY OR HOUSEHOLD PURPOSES AND PROPERTY IS NOT THE HOMESTEAD OF BORROWER, and further Borrower covenants and Warrants lawful seizure of an indefeasible estate in fee simple of the Mortgaged Property; that the same are free from all encumbrances and liens whatsoever, except for [i] easements and restrictions of record on the date hereof, none of which materially interfere with the use of the Mortgaged Property for the operation thereof intended by Borrower, [ii] the lien of ad valorem real estate taxes and any assessments for which payment is not delinquent in either case, [iii] leases of tenants, as tenants only, of the Mortgaged Property if permitted under the Loan Documents and [iv] any liens expressly permitted by the express terms of the Loan Documents (the encumbrances and liens described in the foregoing subsections [i] - [iv] are referred to collectively as the "Permitted Exceptions")**; that Borrower has the legal right, power and authority to encumber the Mortgaged Property pursuant to this Mortgage, the execution and delivery and the performance of which will not, either immediately or with notice and/or passage of time, violate any agreement to which Borrower is a party or by which Borrower is bound; and that Borrower and the successors in interest of Borrower will forever WARRANT AND DEFEND the title to the Mortgaged Property and the lien and priority of this Mortgage against the claims and demands of all persons whomsoever. All such covenants and warranties shall run with the land. The liens, security interests and assignments created by the Loan Documents will, when granted and recorded or filed, be valid, effective, properly perfected and enforceable liens, security interests and assignments as permitted by the Florida Uniform Commercial Code.

**AND BORROWER, IN ORDER MORE FULLY TO PROTECT THE SECURITY OF THIS MORTGAGE, COVENANTS AND AGREES AS FOLLOWS:**

1. Borrower will punctually pay all monies required by said Note and this Mortgage, and any extensions or modifications thereto or either, promptly when due, including late charges, required escrow funds, or other charges in accordance with all the terms and conditions as agreed therein. Borrower will comply and faithfully perform all covenants and conditions as set forth in the Note, Loan Documents, and this Mortgage. All payments accepted and applied by Lender shall be applied at the sole discretion of Lender in any Order determined by Lender and may be in the following order of priority: (a) interest due under the Note; (b) principal due under the Note; (c) escrow funds due (d) other charges due. Such payments shall be applied to each payment due in the order in which it became due. Any remaining amounts shall be applied first to late charges, second to any other amounts due under the Note and Mortgage and then to reduce the principal balance of the Note.

2. Future Advance: It is agreed that any additional sum or sums advanced by the then holder of the Note secured hereby to or for the benefit of Borrower, whether such advances are obligatory or are made at the option of Lender, or otherwise, at any time within twenty (20) years from the date of this Mortgage, with interest thereon at the rate agreed upon at the time of each additional loan or advance, shall be equally secured with and have the same priority as the original Mortgage and indebtedness and be subject to all of the terms and provisions of this Mortgage, whether or not such additional loan or advance is evidenced by a promissory Note of the Borrowers and whether or not identified by a recital that it is secured by this Mortgage; provided that the aggregate amount of principal indebtedness outstanding and so secured at any one time shall not exceed the sum equal to two (2) times the principal sum of this Note, plus interest and disbursements made for the payment of taxes, levies or insurance on the Property covered by this Mortgage with interest on such disbursements, and provided further that it is understood and agreed that this future advance provision shall not be construed to obligate the Lender to make any such additional loans or advances. Furthermore, the Borrower expressly waives and relinquishes any right granted under Section 697.04, Florida Statutes, or otherwise, to limit the amount of indebtedness that may be outstanding at any time during the terms of this Mortgage. Borrower covenants not to file for record any notice limiting the maximum principal amount that may be secured by this Mortgage and agrees that any such notice, if filed, shall be null and void and of no effect and further agrees that the filing of any such notice shall be deemed a default event under this Mortgage. Any reference hereafter to Note shall include any promissory Note or other instrument evidencing such future advance provision shall be included in the word "Note" wherever it appears in the context of this Mortgage.

3. Payment of Taxes and Other Impositions. Borrower shall pay, before delinquency and before any penalty for nonpayment attaches thereto, all taxes, assessments and governmental or municipal or public levies, fees, charges, fines or impositions of any nature whatsoever (collectively, the "Impositions") which are or may be levied or imposed against or in connection with the Mortgaged Property or any part thereof, except when payment for such items has

theretofore been made pursuant to the provisions of the Section of this Mortgage entitled "Monthly Installments of Taxes and Insurance"; and shall deliver to Lender on or before ten (10) days after request made by Lender therefor, receipted bills evidencing payment therefor. Notwithstanding the foregoing, so long as no default, and no circumstance which, with any required notice and/or opportunity to cure would constitute a default under the Obligations is subsisting, Borrower shall have the right to contest the validity of any Imposition by appropriate legal proceedings provided [i] Borrower notifies Lender of Borrower's intention to contest the same prior to commencing such contest, [ii] such contest shall preclude enforcement of collection out of or pursuant to the sale of any of the Mortgaged Property in satisfaction of any Imposition, [iii] Borrower shall furnish Lender with, at the option of Lender, a bond or title insurance or other security for the Imposition satisfactory to Lender in Lender's sole discretion, [iv] such contest shall not otherwise create a failure on the part of Borrower to comply with any other provision or condition of the Loan Documents, and [v] immediately upon a final and nonappealable determination of the contest, Borrower shall pay the amount of the Imposition. Lender may charge for a real estate tax verification and/or reporting service used by Lender in connection with this loan.

4. Monthly Installments of Taxes and Insurance. If requested by Lender at any time [i] after the occurrence and during the continuance of an Event of Default or [ii] after payment of taxes or insurance in respect of the Mortgaged Property have become delinquent (unless being contested in accordance with the "Payment of Taxes and Other Impositions" Section of this Mortgage), Borrower shall pay to Lender, in addition to the amounts of principal and interest and any other sums due under the terms of the applicable instruments evidencing the Obligations, monthly on or before the first day of each calendar month, until the Obligations are paid in full, the following:

A sum equal to all taxes, assessments and all other impositions next due on the Mortgaged Property, all as estimated in good faith by Lender, plus the premiums that will next become due and payable on policies of fire and other insurance covering the Mortgaged Property and required under the terms of this Mortgage, less all sums already paid therefor in each case, divided by the number of complete calendar months to elapse prior to the date when such taxes, assessments, impositions and premiums shall be due and payable.

All such payments described in this Section shall be held by Lender without accruing and without any obligation arising for the payment of interest thereon and Borrower waives any right, to the extent permitted by law, to demand or receive any interest, income or profits on any of the payments so deposited with Lender. Lender is hereby granted a security interest in all such amounts as collateral for the Obligations and such sums shall be subject to setoff by Lender after the occurrence and during the continuance of an Event of Default.

5. Liability Insurance. Borrower shall carry and maintain such liability and indemnity insurance as in good faith may be required from time to time by Lender in forms, amounts and with companies reasonably satisfactory to Lender, at their sole discretion. Certificates of such insurance, premiums prepaid, naming Lender as an additional insured, and copies of such policies,

shall be deposited, if requested by Lender, by Borrower with Lender and shall contain provision for not less than ten (10) days' notice to Lender prior to any cancellation or modification thereof.

6. Hazard Insurance. Borrower shall keep or cause to be kept all Improvements and Equipment, whether now existing or hereafter erected on the Mortgaged Property, insured as may be required from time to time by Lender against loss or damage by windstorm, fire, hazards included within the term "broad form coverage", rent loss, flood (if required by law), and such other hazards, casualties, liabilities and contingencies in such amounts equal to the fair market value but in all cases an amount equal to the unpaid balance due to Lender, and for such periods as may be required by Lender consistent with reasonable and customary commercial practice with regard to similar properties or as otherwise required in good faith by Lender, and shall pay promptly, when due, any premiums on such insurance policies. All insurance policies shall be carried with companies having a Best rating of A- or better and approved by Lender and such policies shall name Lender as a lender loss payee pursuant to a "standard mortgage" or "New York mortgagee" clause. Evidence that such policies are in force shall be delivered to Lender on or before ten (10) days after request by Lender therefor. All such policies shall contain provision for at least thirty (30) days notice to Lender prior to any cancellation or modification thereof. In the event of a material change in the use and nature of occupancy of the Mortgaged Property, prompt notice thereof by mail shall be delivered to all insurers and Lender. In the event of loss, Borrower will give prompt notice by mail to Lender. Borrower hereby authorizes Lender, at its option, to collect, adjust and compromise any losses under any of the insurance policies aforesaid (provided Lender in so adjusting and compromising any such losses acts in good faith and not in a manner which, under the circumstances, diminishes the recovery thereunder by an unreasonable amount). Provided that no Event of Default then exists and provided the proceeds of such insurance (together with any moneys which may be deposited by Borrower with Lender for the purpose of repair or restoration of the Mortgaged Property promptly upon Borrower becoming aware of any deficiency between the amount of such insurance proceeds and the amount necessary to restore the Mortgaged Property as hereinafter provided in this sentence) are sufficient to restore the Mortgaged Property to the same or better condition as existed immediately prior to the loss, Lender shall disburse the proceeds of the insurance for the sole purpose of repairing and restoring the Mortgaged Property, which repairs and restoration, if the cost thereof is reasonably estimated by Lender to exceed \$50,000.00 shall, at the option of Lender, be under the supervision of an architect or engineer reasonably acceptable to Lender, shall be made pursuant to plans and specifications submitted to Lender prior to the commencement thereof that shall be subject to Lender's approval, and which proceeds shall be disbursed by Lender from time to time only on certification by the architect or engineer that all of the work theretofore completed was done in compliance with the plans and specifications approved by Lender, that the sum requested is justly required to reimburse Borrower for payments by Borrower to persons performing such work, that the amount of the remaining proceeds shall be sufficient to pay for the repairs and restoration remaining to be completed pursuant to the approved plans and specifications, and containing such other certifications, and subject to such other conditions, including but not limited to waivers of lien and title insurance coverage, as Lender in good faith deems necessary or appropriate. All costs and expenses incurred by Lender pursuant to this Section, including but not limited to reasonable attorneys' fees, shall be paid by Borrower or reimbursed to Lender as applicable promptly upon request made by Lender. Any excess proceeds remaining after completion of

restoration or repair shall be the property of and released to Borrower. After the occurrence of and during the continuance of an Event of Default, the proceeds shall be applied as a reduction upon all of the Obligations secured hereby, in such order as Lender may elect; with the balance of any proceeds remaining after the disposition of the proceeds as aforesaid to be paid to Borrower. Upon acquisition of the Mortgaged Property by Lender in the event of foreclosure of this Mortgage, or other transfer of title to the Mortgaged Property in extinguishment of all or part of the Obligations secured hereby, all right, title and interest of Borrower in and to any insurance policies then in force shall pass to the purchaser or grantee of said property. Lender upon written request of Borrower may waive the requirements of this paragraph. Any such waiver will be in writing signed by both Borrower and Lender. If the provisions of this paragraph are waived then Borrower represent, covenant, warrant and promise to pay to Lender in full upon demand any monetary loss incurred by Lender due to lack of insurance proceeds upon the occurrence of any casualty. If Borrower shall fail to insure the mortgaged Property as required under the terms of this paragraph, Lender may do so and charge Borrower as provided herein.

7. Alterations; Repairs; Waste; Compliance with Laws; Inspection. To permit, commit or suffer no waste, impairment or deterioration of the Property or any part thereof, nor materially alter the improvements on the mortgaged Property, nor remove or demolish any part of the improvements thereon. Borrower shall maintain the Property in good condition and repair. Borrower shall notify lender in writing within five (5) days of any damage or impairment of the mortgaged Property. Borrower shall make any changes to the mortgaged Property required to bring it into compliance with any governmental regulations, including, and if required the Americans with Disabilities Act, as amended from time to time. If Borrower fails to do so, then Lender, without waiving the option to foreclose, may take some or all measures that Lender reasonably deems necessary or desirable for the maintenance, repair, preservation or protection of the mortgaged Property, and any expenses reasonably incurred by Lender in so doing shall become part of the indebtedness secured hereby, shall at the option of Lender become immediately due and payable, and shall bear interest at the highest lawful rate specified in any note evidencing any indebtedness secured hereby, and if not timely paid then the interest rate shall be that allowed as the default rate in this mortgage. Lender shall have no obligation to care for and maintain the mortgaged Property, or, having taken some measures therefore, to continue the same or take other measures. Borrower shall not construct or permit any constructions or improvements to the Property without the consent of the Lender, which such consent shall not be unreasonably withheld. Lender may enter onto the Property for inspections or to complete measures set forth within this Paragraph.

8. Condemnation: If the mortgaged Property or any part thereof shall be damaged or taken through condemnation (which term when used herein shall include any damage or taking by any governmental authority or any other authority authorized by the laws of the State of Florida or the United States of America to so damage or take, and any transfer by private sale in lieu thereof), either temporarily or permanently, the entire indebtedness and other sums secured hereby shall, at the option of Lender, become immediately due and payable. Lender shall be entitled to all compensation awards, damages, claims, rights of action and proceeds of, or on account of any damage or taking through condemnation and is hereby authorized, at its option, to commence, appear in and prosecute, in its own or Borrower's name, any action or proceeding relating to any

condemnation, and to settle and compromise any claim in connection therewith. All such compensation awards, damages, claims, rights of action and proceeds, and any other payments or relief, and the right thereto, are hereby expressly assigned by Borrower to Lender and Lender after deducting therefrom all its expenses including attorney's fees and costs, may release any monies so received by it without affecting the lien of this Mortgage or may apply the same, in such manner as Lender shall determine, to the reduction of the sums secured hereby and to any prepayment charge provided in the Note, this Mortgage or any other instrument securing the Note. Any balance of such monies then remaining shall be paid to Borrower. Borrower agrees to execute such further assignments of any compensation, awards, damages, claims, rights of action and proceeds as Lender may require. Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments or change the amount of such payments under the Note.

9. Cross Default: That if Lender shall hold another mortgage or lien on the Property, a default under such other mortgage or lien shall constitute a default under this Mortgage also. Any default under this Mortgage shall likewise constitute a default under such other mortgage or lien. If foreclosure proceedings under any other mortgage or lien (whether held by Lender or another) affecting the Property are instituted, this shall constitute a default under this Mortgage.

10. Prohibition of Other Liens. Borrower shall not voluntarily create or otherwise permit to be created or filed against the Mortgaged Property any mortgage lien (except any securing indebtedness to Lender), or any statutory or other lien or liens, charge or encumbrance of any nature, whether inferior or superior to the lien of this Mortgage, without the prior written consent of Lender, except any which is one of the Permitted Exceptions.

11. Rents, Profits, Receiver: Borrower, as further and additional security for the payment of the Indebtedness, agrees that the rents, security deposits, profits, income, issues and revenues of any kind of the Property (including any personal property located thereon or therein) are unconditionally assigned, transferred, and pledged as further security for the payment of the Indebtedness secured hereby with the right (but no duty) on the part of Lender to demand and receive and apply them upon the Indebtedness at any time after a default hereunder. Lender shall have the absolute right to collect rents upon default and after written demand to cure the default is made by Lender, without the necessity of court direction or order. If suit is instituted to foreclose or reform this Mortgage, or any other mortgage on this Property, or to determine the validity or priority thereof, Lender shall be entitled to appointment of a receiver without notice to Borrower to enter and take possession of the Property and collect all rents, income, profits, issues and revenue thereof. It is covenanted and agreed that the court shall forthwith appoint a receiver of the Property and of such rents, income, profits, issues and revenues. Such appointment shall be made as a matter of strict right to Lender without reference to the adequacy or inadequacy of the value of the Property hereby mortgaged or to the solvency or insolvency of Borrower. If a receiver is appointed upon the petition of any other Lender, the Borrower consents to the appointment of a receiver to account for any monies due and owing the Lender herein. Borrower consents to the appointment of a receiver at Lender discretion and the receiver shall have all rights and powers permitted under law. The exercise of rights under this paragraph shall neither impair nor constitute a waiver of any other rights or remedies which Lender may have under the terms of

this Mortgage or otherwise, but the remedy hereby given shall be in addition to other with Lender may have.

12. Assignment of Rents: Borrower represents, warrants, covenants and agrees, that Borrower holds the entire and unencumbered rights of the landlord under each of the Leases on the Property, and has assigned all such rights under a separate Assignment of Rents executed by Borrower in favor of Lender which said document is incorporated in full herein, and does hereby assign all such rights of Borrower as Landlord to Lender in this Mortgage.

13. Security Agreement: This instrument also serves as a Security Agreement and creates a security interest in favor of Lender under the Florida Uniform Commercial Code (UCC) with respect to all of the mortgaged Property to which the UCC is applicable. Lender shall have all rights, privileges and remedies, including notice, of a secured party under the UCC, without limitation upon or in derogation of the rights and remedies created under and accorded Lender by this Mortgage, it being understood the rights and remedies of the Lender under the UCC shall be cumulative and in addition to all other rights and remedies of Lender arising under the common law or any other laws of the State of Florida or of any other jurisdiction. On demand, Borrower shall promptly pay all costs and expenses of filing statements, continuation statements, partial release, and termination statements deemed necessary or appropriate by Lender to establish and maintain the validity and priority of the security interest of Lender. If notice is required under this Mortgage and the UCC, then such requirement of notice shall be deemed to be met, if such notice is mailed postage prepaid to Borrower at the address of the Property hereby secured, or at any other address shown on the records of Lender, or to the Registered Agent address listed at the Florida department of corporations for the Borrower at least five (5) days in advance of sale, or disposition, or other event for which notice is required.

14. Authorized Determinations by Lender. Lender in making any payment herein and hereby authorized, in the place and stead of Borrower [i] relating to any Impositions, utility charges or liens or other claims asserted against or in connection with the Mortgaged Property, may do so according to any bill, statement or estimate procured from the appropriate public office or other person or entity without inquiry into the accuracy thereof or the validity of the Imposition, charge, lien or claim; or [ii] relating to any apparent or threatened adverse title, lien, statement of lien, encumbrance, claim or charge, shall be the sole judge of the legality or validity of same; or [iii] relating to the expense of repairs or replacement of any Improvements or Equipment shall be the sole judge, in the exercise of its discretion in a commercially reasonable manner, of the state of repairs and the necessity for incurring the expense of any such repairs or replacement; or [iv] otherwise relating to any other purpose in and authorized by this Mortgage, but not enumerated in this Section, may do so whenever, in the judgment and discretion of Lender, such advance or advances shall seem necessary to protect the full security intended to be created by this Mortgage, and provided further that in connection with any such advance, Lender, at the option of Lender, may and is hereby authorized to obtain a continuation report of title prepared by a title insurance company, the cost and expense of which shall be repayable by Borrower upon demand and shall be secured by this Mortgage.

15. Environmental Compliance. Borrower represents and warrants that to the best of Borrower's knowledge and except as previously disclosed in writing to Lender by Borrower, or by environmental consultants engaged by Borrower or Lender, that: [i] no hazardous or toxic substance or material or other waste ("Hazardous Substance") as defined in or regulated under the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended (42 U.S.C. §9601, et. seq.), the Resource Conservation and Recovery Act (42 U.S.C. §6901, et. seq.), The Oil Pollution Act of 1990 (33 U.S.C. §2701 et. seq.) or any other federal, state or local law, order or regulation pertaining to health, safety, or the environment (the "Environmental Laws") has ever been disposed, released, discharged or spilled on or under any part of the Mortgaged Property, [ii] the Mortgaged Property has never been used as a dump or landfill, [iii] no litigation or administrative action or proceeding has been commenced or, to Borrower's knowledge, threatened against Borrower or any subsidiary or affiliate of Borrower alleging a violation of any Environmental Laws, and [iv] no underground storage tank, polychlorinated biphenyls, asbestos, lead-based paint or urea formaldehyde is located on or under or has been applied to any part of the Mortgaged Property or contained in any Improvement or Equipment located on the Mortgaged Property. Borrower will not permit any Hazardous Substance to be placed or stored in or upon the Mortgaged Property except as incident to the customary operations of Borrower on the Mortgaged Property, and then only in compliance with all Environmental Laws. Without limitation of the preceding sentence, Borrower covenants that the Mortgaged Property at all times hereafter (following remediation to the satisfaction of Lender of any condition heretofore discussed in writing to Lender by Borrower or environmental consultants engaged by Borrower or Lender) shall remain free from any contamination by any Hazardous Substance and that Borrower at all times will comply with all Environmental Laws affecting Borrower or the Mortgaged Property. Borrower shall notify Lender promptly upon becoming aware of any contamination of the Mortgaged Property by any Hazardous Substance, or upon being threatened with receipt of or receiving any notice, citation, summons, complaint or other communication alleging violation by Borrower of any Environmental Law or potential liability of Borrower in connection with any Hazardous Substance. Lender and its agents, including but not limited to environmental consultants and remediation contractors engaged by Lender, shall have the right, but not the obligation, upon advance notice to Borrower, to enter upon the Mortgaged Property at any time to inspect the same and take such other action as Lender deems necessary or appropriate with respect to any actual or threatened contamination of the Mortgaged Property by a Hazardous Substance or any other circumstance relating to a Hazardous Substance or any Environmental Law which in Lender's sole opinion could impair the security intended to be afforded by this Mortgage or result in a claim against or liability of Lender, and all costs and expenses, including reasonable attorneys' fees and the fees of such consultants and contractors, incurred by Lender, in so doing shall be paid by Borrower to Lender upon demand and be secured by the lien of this Mortgage and bear interest at the Applicable Rate. Borrower hereby indemnifies Lender and holds Lender wholly harmless from and against any and all losses, costs, expenses (including but not limited to reasonable attorneys' fees), injuries, damages, liabilities and claims of any kind whatsoever paid, incurred or suffered by or asserted against Lender by any person or entity, including but not limited to any governmental entity, whatsoever with respect to or as a direct or indirect result of the presence heretofore, now or hereafter of any Hazardous Substance on or under the Mortgaged Property, or the violation or alleged violation heretofore,



now or hereafter by Borrower or any subsidiary or affiliate of Borrower of any Environmental Laws and, without limitation of the foregoing, any inaccuracy of any representation or warranty by Borrower contained in this Section or any breach by Borrower of or other default in the covenants contained in this Section. The indemnification established under the preceding sentence shall survive the maturity as well as the repayment or other discharge of the Obligations secured by this Mortgage and any termination of this Mortgage whether pursuant to repayment of the Obligations secured by it, foreclosure, deed in lieu of foreclosure or otherwise, to the maximum extent permitted by law. Borrower expressly acknowledges that any misrepresentation by Borrower under this Section, or any failure of condition or breach of covenant by Borrower or other default in any of the obligations of Borrower under this Section shall be and constitute an immediate default under this Mortgage and each of the other Loan Documents.

16. Events of Default. Each of the following is an “Event of Default” for the purposes of this Mortgage: [i] the failure to pay the Note, any of the other Obligations or any installment of either when the same shall become due and payable or within any grace period permitted in the applicable Obligation, or after default the failure to continue to make the payments as required by the Note and Loan Documents; [ii] Borrower shall fail to maintain and keep in force the insurance required hereunder or fail to pay the taxes, legal assessments, water rates or other charges, fines or impositions required to be paid hereunder within thirty (30) days after the same shall become due and payable; [iii] Borrower shall sell or permit the Mortgaged Property, or any interest therein to be sold or conveyed in any manner (including any contract for sale or conveyance, contract for deed or similar instrument) without the prior written consent of Lender; [iv] the mortgage of the Mortgaged Property (other than the mortgage provided hereby) or any interest therein without the prior written consent and approval of Lender; [v] Borrower, or any guarantor or endorser of any of the Obligations (collectively, the “Obligors,” and each, singly, an “Obligor”) shall file a voluntary petition in bankruptcy or be adjudged a bankrupt or insolvent, make an assignment for the benefit of creditors or be placed in receivership, or an Obligor shall file any petition or answer seeking, consenting to or acquiescing in, any reorganization, arrangement, adjustment, composition, liquidation, dissolution or similar relief under any present or future statute, law or regulation or shall file an answer admitting or shall fail to deny the material allegations of a petition against it for any such relief, or if any such proceeding against such Obligor seeking any such relief shall not have been dismissed within thirty (30) days after the commencement thereof; [vi] Borrower shall suffer the filing of any lien or encumbrance, including without limitation any mechanics’ or materialman’s lien or other statutory lien or any other lien arising by operation of law and the same is not removed within thirty (30) days after such filing; [vii] any Obligor in any manner shall fail to keep and perform any of the covenants, stipulations, conditions and agreements set out in the Note, this Mortgage or the other Loan Documents on its part to be performed within any applicable grace period provided; or [viii] upon the occurrence of any default, event of default or “Event of Default” under any of the other Loan Documents, and the same is not cured within any applicable grace or cure period; (viii) a material adverse change occurs in the financial condition, ownership or management of Borrower.

17. Acceleration Upon Default; Certain Remedies. That, upon the occurrence and during the continuance of an Event of Default, the entire Obligations secured hereby shall, at the option of Lender, become immediately due and payable without relief from valuation or

appraisal laws, and thereupon or at any time thereafter Lender may proceed to foreclose this Mortgage, and any failure to exercise said option shall not constitute a waiver of the right to exercise the same at any other time. In any of such events, Lender may enter upon the Mortgaged Property, collect the rents, issues and profits thereof and, after paying all expenses of such collections including reasonable attorney's fees, and a reasonable compensation for Lender, shall apply the money collected to the satisfaction of the Obligations hereby secured in such order as Lender elects. Lender, thereupon, also shall have all rights and remedies provided herein, in the Loan Documents, and under the UCC with regard to any of the Mortgaged Property to which the UCC is applicable, all of which rights and remedies shall, to the fullest extent permitted by law, be cumulative. Without limitation of the foregoing, Lender shall have the right to obtain an appraisal of the Mortgaged Property at the cost and expense of Borrower.

18. Right of Lender to Cure Defaults. Upon the occurrence and during the continuance of an Event of Default, Lender may, at its option and whether or not electing to declare the whole of the Obligations secured hereby due and payable, perform the same without waiver of any other remedy, and any amount paid or advanced by Lender in connection therewith, or any other costs, charges or expenses, including reasonable attorney's fees, incurred in the protection of the Mortgaged Property and the maintenance of the lien of this Mortgage, with interest thereon at the Applicable Rate, shall be repayable by Borrower, immediately upon demand made by Lender, shall be a lien upon the Mortgaged Property prior to any right, title to, interest in, or claim thereon attaching or accruing subsequent to the attachment of lien of this Mortgage and shall be secured by this Mortgage.

19. Receiver. Lender, in any action to foreclose this Mortgage, and in addition to all other rights and remedies available to Lender, shall be entitled to the appointment of a receiver of the rents, issues and profits of the Mortgaged Property as a matter of right and without notice, with power to collect the rents, issues and profits of the Mortgaged Property, due and becoming due during the pendency of such foreclosure suit, such rents, issues and profits being hereby expressly assigned and pledged as additional security for the payment of the Obligations secured by this Mortgage without regard to the value of the Mortgaged Property or the solvency of any person or persons liable for the payment of such Obligations, and regardless of whether Lender has an adequate remedy at law. Borrower for itself and any subsequent owner of the Mortgaged Property hereby waives any and all defenses to the application for a receiver, as above provided, and hereby specifically consents to such appointment without notice, except any notice required by law, but nothing herein contained is to be construed to deprive Lender of any other right, remedy or privilege Lender may have under the law to have a receiver appointed.

20. Fees and Expenses in Foreclosure. In case of foreclosure of this Mortgage in any court of law or equity whether or not any order or decree shall have been entered therein, and to the extent permitted by law, a reasonable sum shall be allowed for costs incurred, and for all moneys expended for documentary evidence and the cost of a complete abstract of title and title report for the purpose of such foreclosure, such sums to be secured by the lien of this Mortgage, and, to the extent permitted by law, there shall be included in any judgment or decree foreclosing this Mortgage and paid out of said rents, issues and profits from the Mortgaged Property and the proceeds of any sale made in pursuance of any such judgment or decree: [1] all costs and

expenses of such suit or suits, appraisals, advertising, sale and conveyance, including stenographers' fees, outlays for documentary evidence and the cost of said abstract, examination of title and title report; [2] reasonable fees of legal counsel to Lender actually incurred; [3] all moneys advanced by Lender, if any, for any purposes authorized in this Mortgage, with interest as herein provided; [4] all the accrued interest remaining unpaid on the Obligations hereby secured; and [5] all the principal of the Obligations remaining unpaid. Upon any foreclosure of this Mortgage and a foreclosure sale of all or any part of the mortgaged Property, if the sale proceeds are not sufficient to satisfy all indebtedness secured hereunder, the Lender shall be entitled to a deficiency judgment order or decree against Borrower and any Guarantor under the Note.

21. Attorney fees and Costs: That if any dispute arises or any default occurs involving the Note and this Mortgage, Loan Documents, or either, or Lender proceeds to enforce any provision of the Note and or Mortgage wherein Lender incurs any costs of any nature or kind (regardless of whether or not legal proceedings are instituted) or if any action or proceeding (including bankruptcy or appellate proceedings) shall be maintained by Borrower or any person other than Lender wherein Lender is made a party, or enters as a party to protect Lender's rights hereunder; all expenses incurred by Lender to prosecute or defend the rights created by this Mortgage and the Note, and Loan Documents or either, together with reasonable attorney's fees (including bankruptcy appellate proceedings) shall be paid by Borrower upon demand. Attorney's fees shall also include hourly charges for paralegals and other staff members operating under the supervision of any attorney.

22. No Waiver by Lender. The failure of Lender to exercise the option for acceleration of maturity and/or foreclosure following any Event of Default or to exercise any other option granted to Lender hereunder or under the other Loan Documents in any one or more instances, or the acceptance by Lender of partial payments of any of the Obligations, shall not constitute a waiver of any such Event of Default, or extend or affect any applicable grace period, but such option shall remain continuously in force. Acceleration of maturity of any of the Obligations, once claimed by Lender, may, at the option of Lender, be rescinded by Lender by a written acknowledgment to that effect, but the tender and acceptance of partial payments alone shall not in any way affect or rescind such acceleration of maturity, or extend or affect any grace period.

23. Lender to Succeed to Priority of Prior Liens. Should the proceeds of any loan made by Lender to Borrower as part of any of the Obligations, or any amount paid out or advanced by Lender, be used directly or indirectly to pay off, discharge, or satisfy, in whole or in part, any prior lien or encumbrance upon the Mortgaged Property or any part thereof, then Lender shall be subrogated to such other lien or encumbrance with respect to the Mortgaged Property, and shall have the benefit of the priority of all of same.

24. Bankruptcy Stay: If Borrower files for bankruptcy, Borrower consents to and hereby contractually waives their right to have the mortgaged Property included in the corpus of the bankruptcy estate, and furthermore Borrower agrees in advance, that Borrower will not oppose or object to the Lender receiving immediate relief from the automatic stay of the bankruptcy. Borrower consents to allow the automatic stay under the Bankruptcy Code to be lifted upon

request of the Lender to the Bankruptcy Court, and Lender shall be permitted to proceed with the foreclosure proceedings.

25. Rights and Remedies Cumulative. The rights and remedies provided under this Mortgage and the other Loan Documents, at law, or in equity are cumulative and Lender, for the benefit of all holders of every Obligation secured hereby, may recover judgment thereon, issue execution therefor, and resort to every other right or remedy available at law or in equity without first exhausting and without affecting or impairing the security or any right or remedy afforded by this Mortgage and no enumeration of special rights or powers by any provision of this Mortgage shall be construed to limit any grant of general rights or powers, or to take away or limit any rights granted to or vested in Lender by virtue of the laws of the state in which the Land is located, or any other jurisdiction, the laws of which are applicable to this Mortgage. Lender may exercise any right, power or remedy to which Lender is entitled under this Mortgage or the other Loan Documents at Lender's option and in Lender's sole and absolute discretion without any obligation to do so, and if, under this Mortgage or the other Loan Documents, two or more alternative courses of action and/or remedies are available to Lender, Lender may elect any such action and/or remedy or combination of actions and/or remedies as Lender shall determine in the sole and absolute discretion of Lender.

26. Lender's Right to Deal with Borrowers and Other Parties. Lender, without notice, and without regard to the consideration, if any, paid therefor, and notwithstanding the existence at that time of any inferior liens thereon, may release any part of the Mortgaged Property, or any other security for all or part of the Obligations, and may release or grant indulgences, settlements or compromises to any person directly or contingently liable or pledging security for all or part of the Obligations, without in any way affecting the priority of the lien of this Mortgage to the full extent of the Obligations remaining unpaid with regard to any part of the security not expressly released. Lender may agree from time to time with Borrower or any other party obligated on or pledging security for any part of the Obligations or having any interest in the Mortgaged Property to extend the time for payment of any part of the Obligations or grant any other indulgences, releases, settlements or compromises and such agreements shall not in any way release or impair the lien of this Mortgage. In the event Lender [a] releases any part of the Mortgaged Property, or any person liable for or having pledged security for any of the Obligations, [b] grants an extension of time for any payments of the Obligations or grants any other indulgences, releases, settlements or compromises; [c] takes other or additional security for the payment of any of the Obligations; [d] waives or fails to exercise any right granted in this Mortgage or any of the other Loan Documents, said acts or omissions by Lender shall not release Borrower, subsequent owners of the Mortgaged Property or any part thereof, or makers or sureties or pledgors of collateral for or any of the Obligations, under any covenant of this Mortgage or of the other Loan Documents, nor preclude Lender from exercising any right, power or privilege herein or in the other Loan Documents granted or intended to be granted in the event of any other default then existing or any subsequent default.

27. Warranty against Violations of Covenants. Borrower represents and warrants that on the date hereof neither this Mortgage, nor the Mortgaged Property, nor the contemplated use of the Improvements and Equipment, constitute a material breach, or a material violation of, any

covenants, conditions, easements or restrictions, whether of record or not, or any zoning laws or land use regulations, or, to the knowledge of Borrower, other laws or regulations affecting the Mortgaged Property or binding upon Borrower, and Borrower covenants and agrees that Borrower will take all actions reasonably necessary to prevent any such breach or violation from hereafter occurring.

28. Voluntary Zoning Changes. Borrower covenants not to change the use that Borrower intended for the Mortgaged Property at the time Borrower executed this Mortgage, or initiate, join in, or consent to, any change in any zoning ordinance, private restrictive covenant or other public or private restriction changing, limiting or restricting the uses which may be made of the Mortgaged Property, without the prior written consent of Lender obtained in each instance, provided any withholding of such consent by Lender is not unreasonable.

29. Notices. All notices, requests and demands made by the parties to this Mortgage shall be given in writing, by personal delivery of U.S. registered or certified first-class mail, postage prepaid, return receipt requested, at the address for each party first set forth above or such other address of which the intended recipient has notified the sender prior to the sending of such notice.

30. Restrictions on Transfer. Unless permitted pursuant to an express provision contained in one of the other Loan Documents, Borrower shall not hereafter enter into any Lease of all or any part of the Mortgaged Property, or otherwise sell, transfer or convey, or enter into any agreement to sell, transfer or convey, all or any part of the Mortgaged Property, or any legal or beneficial interest therein, by operation of law (including but not limited to, as applicable, a merger, consolidation or transfer of capital stock, partnership, membership or other ownership interest in Borrower), contract for deed or otherwise, without Lender's prior written consent. Unless permitted pursuant to an express provision contained in one of the other Loan Documents, Borrower shall not enter into any amendment or permit the termination of, or waive any rights or remedies of Borrower under, any existing or future Lease of all or any portion of the Mortgaged Property without Lender's prior written consent.

If all or any part of the secured Property or any interest in it is sold, transferred either voluntarily or involuntarily, either legal or equitable, or further encumbered without Lender's prior written consent, including but not limited to outright sale, or conveyance, Agreement for Deed, installment sale, land contract, lease option contract, Lender may, at its option, require immediate payment in full of all sums secured by 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, judgment, security interest or other right, whether superior, equal or subordinate to this Mortgage or the lien hereof, such event shall be deemed a transfer by Borrower and a event of default hereunder. If Lender exercises the option to call the note upon transfer, then all sums shall become due and payable immediately and concurrently with the conveyance. The parties acknowledge and agree that this provision is of the essence to this transaction and Lender's loan to Borrower. Lender, at his option only, may waive this provision and consent to the transfer, but said consent does not in any way release the Borrower from this mortgage or from the Note secured by this Mortgage. If Lender consents, and Lender is under no obligation to consent, to a transfer or assumption of this mortgage and note there shall be due and payable to Lender a fee in an amount to be determined by Lender in its sole discretion.

Lender's right to accelerate this mortgage upon any sale or transfer of the mortgaged Property or any interest therein is included in this mortgage as a material inducement to Lender's making the loan or loans secured hereby and has been relied upon by Lender in establishing the terms and conditions thereof, accordingly, the limitations contained in this Paragraph shall be strictly construed against the Borrower and Borrower's successor(s) in interest and in favor of Lender.

31. Successors and Assigns; Modifications in Writing. Subject to the Section of this Mortgage entitled "Restrictions on Transfer," this Mortgage shall be binding upon Borrower and its permitted successors and assigns, and all persons claiming under or through Borrower or any such successor or assign, and shall inure to the benefit of and be enforceable by Lender and its successors and assigns. This Mortgage may be changed, waived, discharged or terminated only by an instrument in writing signed by the party against which enforcement of such change, waiver, discharge or termination is sought.

32. After Acquired Property. All property of every kind and description acquired by Borrower after the date hereof which by the terms hereof is required or intended to be subjected to the lien of this Mortgage shall, immediately upon the acquisition thereof by Borrower, and without any further mortgage, conveyance, assignment or transfer, become subject to the lien and security interest of this Mortgage. Nevertheless, Borrower, at any time, upon the request of Lender, will execute, acknowledge and deliver all such additional papers and instruments and all such further assurances of title and will do or cause to be done all further acts and things as may, subject to the conditions contained in this Mortgage, be proper or reasonably necessary for carrying out the intent of this Mortgage.

33. Governing Law; Consent to Jurisdiction and Venue. (a) This Mortgage shall be construed under the laws of the State of Florida to the extent required by Florida law, otherwise this instrument shall be governed by the State of Virginia. Jurisdiction and venue shall be in the county where the Property lies. ("Property Jurisdiction")

(b) Except to the extent required to exercise foreclosure and related rights with respect to the Land and other collateral located outside of the state of Florida, Grantor agrees that any controversy arising under or in relation to the Guaranty, this Instrument, or any other Loan Document shall be litigated exclusively in the state of Virginia. The state and federal courts and authorities with jurisdiction in the state of Virginia shall have exclusive jurisdiction over all controversies which shall arise under or in relation to the Guaranty, this Instrument, any security for the Indebtedness, or any other Loan Document. Grantor irrevocably consents to service, jurisdiction, and venue of such courts for any such litigation and waives any other venue to which it might be entitled by virtue of domicile, habitual residence or otherwise.

34. Waiver of Exemption. To the extent permitted by law with respect to the Obligations secured hereby including any renewals or extensions thereof, Borrower waives and renounces any and all homestead and exemption rights, as well as the benefit of all valuation and appraisal privileges, and stay, redemption and moratoriums under and by virtue of the

constitution and laws of the state in which the Land is located, and of any other state or the United States, now existing or hereafter enacted.

35. Covenants Run with Land. All of the covenants of this Mortgage shall run with the land.

36. Provisions Severable. In the event that any provision of this Mortgage or any of the other Loan Documents conflicts with applicable law, such conflict shall not affect other provisions of this Mortgage or the other Loan Documents that can be given effect without the conflicting provisions, and to this end the provisions of this Mortgage and the other Loan Documents are declared to be severable.

37. Interpretation. Whenever used, the singular number shall include the plural, the plural the singular and the use of any gender shall include all genders. In the event of any conflict or inconsistency between the captions to the various sections of this Mortgage and the provisions of those sections, the provisions shall control.

38. Subrogation: To the extent of the Secured Indebtedness, Lender is subrogated to the lien or liens and to the rights of the owners and holders thereof of each mortgage, lien or other encumbrance on the Mortgaged Property which is paid or satisfied, or both, in whole or in part, out of the proceeds of the loan secured hereby, and the respective liens of said mortgages, liens or other encumbrances shall be preserved and shall pass to and be held by Lender as security for the indebtedness hereby secured to the same extent that it would have been preserved and would have been passed to and been held by Lender had it been duly and regularly assigned to Lender by separate assignment notwithstanding the fact that the same may be satisfied and canceled of record.

39. Waiver of Marshalling. Notwithstanding the existence of any other security interests in the Mortgaged Property held by Lender or by any other person or entity, Lender shall have the right to determine the order in which any or all of the Mortgaged Property shall be subjected to the remedies provided herein, and the order in which any or all portions of the Obligations secured hereby are satisfied from the proceeds realized upon the exercise of the remedies provided herein. Borrower, any guarantor of or pledgor of collateral for any of the Obligations, and any other person or entity now or hereafter acquiring a security interest in the Mortgaged Property and having actual or constructive notice of this Mortgage, each waives any and all right to require the marshalling of assets in connection with the exercise of any of the remedies permitted by applicable law or in equity or provided in this Mortgage. Without limitation of the foregoing, if all or any part of the Obligations are secured not only by this Mortgage but also by one or more other mortgages, deeds of trust, deeds to secure debt or other encumbrances of property located in this or other jurisdictions or states (collectively, the "Additional Security Instruments"), Lender, following any default (including after any required notice and applicable period of cure) under this Mortgage or any of the Additional Security Instruments, may proceed, concurrently or at any time thereafter and from time to time, to exercise the rights and remedies of Lender under this Mortgage and/or one or more of the Additional Security Instruments or other Loan Documents by proceedings that are appropriate in

the jurisdiction or state wherein the property encumbered thereby is located, and no such action (or failure to act) by Lender shall impair any rights or remedies of Lender under this Mortgage, any of the Additional Security Instruments, at law or in equity.

40. Time is of the essence in this Mortgage and the Loan Documents.

41. USA Patriot Act: Borrower covenants to Lender that Borrower or any persons associated with Borrower are not on any US government Blocked Persons List, and if Borrower becomes aware that Borrower or any Guarantor or affiliate is identified on any Blocked Persons List, the Borrower shall immediately notice the Lender, and such event shall be deemed an Event of Default. Lender, at their sole discretion may forbear enforcement of the Default if Lender determines in their sole discretion that the rights of this Mortgage are not adversely effected. Lender has the right upon discovery of such information to comply with the laws of the United States.

42. Default Rate: Upon default the default rate shall be defined as that interest rate permitted by law to be the highest rate allowed to be charged for interest for the specific obligation in default. Any judgment rendered on this Mortgage shall bear interest from the time of judgment at the Default Rate.

43. Estoppels Affidavit: The Borrower, upon ten (10) days prior written notice, shall furnish the Lender a written statement, duly acknowledged as provided by Lender, setting forth the unpaid principal of, and interest on, the indebtedness secured hereby and whether or not any off-sets or defenses exist against such principal and interest. Satisfaction: On payment of all sums secured by this Mortgage, the Lender shall discharge this Mortgage. The Borrower shall pay all costs of recordation, if any.

44. Indemnity: Borrower agrees to indemnify and hold Lender harmless from and against, any and all losses, damages, judgments, claims, costs, penalties, causes of action, liabilities and expenses, including court costs and reasonable attorney fees, however arising for any injury, damage, death, or legal action for or incident to the ownership and use of the property by Borrower or its tenants.

45. **WAIVER OF TRIAL BY JURY. THE LENDER AND BORROWER ACKNOWLEDGE THAT THE TIME AND EXPENSE REQUIRED FOR TRIAL BY JURY EXCEED THE TIME AND EXPENSE REQUIRED FOR A BENCH TRIAL AND HEREBY KNOWINGLY, VOLUNTARILY, AND IRREVOCABLY WAIVE, TO THE FULLEST EXTENT PERMITTED BY LAW, AND AFTER HAVING CONSULTED OR HAVING HAD AMPLE OPPORTUNITY TO CONSULT THEIR RESPECTIVE LEGAL COUNSEL CONCERNING THE CONSEQUENCES OF SUCH WAIVER, TRIAL BY JURY IN ANY ACTION (WHETHER BASED ON CONTRACT, TORT OR OTHERWISE) OR OTHER PROCEEDING BROUGHT TO ENFORCE OR DEFEND AGAINST COLLECTION OF OR OTHERWISE IN CONNECTION WITH THIS MORTGAGE OR THE OTHER LOAN DOCUMENTS.**



IN WITNESS WHEREOF, Mortgagor has executed this Mortgage, Security Agreement, Assignment of Rents and Fixture Financing Statement on the date first above written.

**WITNESSES:**

**BORROWER:**

**FIJIS PROPERTY INVESTMENTS LLC.**

A Florida limited liability company

Maria Wells  
Witness Name: Maria Wells  
Witness Address: 4557 Chumuckla Hwy  
Pace, FL 32571

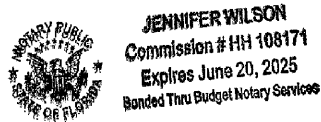
Finna A. Clay  
By: Finna A. Clay, Sole Member

Jennifer Wilson  
Witness Name: Jennifer Wilson  
Witness Address: 4557 Chumuckla Hwy  
Pace, FL 32571

STATE OF Florida

COUNTY OF Santa Rosa

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, on August 27 2024 by Finna A. Clay sole Member of FIJIS PROPERTY INVESTMENTS LLC., a Florida limited liability company who is personally known to me or who has produced FL DL as identification.



Jennifer Wilson

**Exhibit "A"**  
**Property Description**

Commencing at the Northeast corner of Section 36, Township 2 South, Range 31 West, Escambia County, Florida; thence North 72 degrees 30 minutes West along the North line of said Section, 2693.4 feet; thence South 17 degrees 30 minutes West a distance of 2412.13 feet to Point of Beginning; thence continue South 17 degrees 30 minutes West 638.87 feet to the P. M. and N. O. Railroad right of way; thence North 49 degrees 02 minutes West along said Railroad 226.85 feet; thence North 17 degrees 30 minutes East 584.28 feet; thence South 72 degrees 30 minutes East 200 feet to Point of Beginning.

LESS AND EXCEPT the following Parcels:

**PARCEL # 1:**

Commencing at the Northeast corner of Section 36, Township 2 South, Range 31 West, Escambia County, Florida; thence North 72 degrees 30 minutes 00 seconds West along the North line of said Section for 2693.4 feet; thence South 17 degrees 30 minutes 00 seconds West for 2597.86 feet to an iron pipe and Point of Beginning (said point being on the West right of way line of County Road as described in Official Records Book 3 at Page 499); thence continue South 17 degrees 30 minutes 00 seconds West along said right of way line for 120.71 feet to an iron pipe; thence North 72 degrees 30 minutes 00 seconds West (at right angles) 208.00 feet to an iron pipe; thence North 17 degrees 30 minutes 00 seconds East and parallel with said County Road right of way for 120.71 feet to an iron pipe; thence South 72 degrees 30 minutes 00 seconds East (at right angles) for 208.00 feet to Point of Beginning.

**PARCEL # 2:**

Commencing at the Northeast corner of Section 36, Township 2 South, Range 31 West, Escambia County, Florida; thence North 72 degrees 30 minutes 00 seconds West along the North line of said Section for 2693.4 feet; thence South 17 degrees 30 minutes 00 seconds West for 2718.57 feet to an iron pipe and Point of Beginning (said point being on the West right of way line of County Road as described in Official Records Book 3 at Page 499); thence continue South 17 degrees 30 minutes 00 seconds West along said right of way line for 332.43 feet to an iron pipe on the Northerly right of way line of P.M. and N.O. Railroad; thence North 57 degrees 47 minutes 39 seconds West along said Northerly right of way line for 226.85 feet to an iron pipe; thence North 17 degrees 30 minutes 00 seconds East and parallel with said County Road right of way for 286.84 feet to an iron pipe; thence South 72 degrees 30 minutes 00 seconds East (at right angles) for 208.00 feet to Point of Beginning.

3

This Instrument Prepared  
By: Jerome S. Levin  
Levin Law and Mediation  
1444 1<sup>st</sup> Street, Suite A  
Sarasota, Florida 34236

Return to:  
1444 1<sup>st</sup> Street Suite A  
Sarasota, FL 34236

**Assignment and Pledge  
of Leases, Contracts, Rents and Profits**

This is an Assignment and Pledge of Leases, Contracts, Rents and Profits made by **FIJIS PROPERTY INVESTMENTS LLC., A Florida limited liability company**, hereinafter referred to as "Borrower," to **RESTORATION CAPITAL LLC., A Virginia limited liability company**, hereinafter referred to as "Lender," dated the 27th day of August 2024.

**WITNESSETH**

**WHEREAS**, Lender is, of even date herewith, making a loan to Borrower, which loan is evidenced by a Promissory Note and secured by a Mortgage, which Mortgage encumbers that property described hereto, hereinafter referred to as the "Property."

SEE ATTACHED LONG LEGAL  
5527 Turkey Road Pensacola FL.

**WHEREAS**, as an inducement to Lender to make the Loan and to better secure same, Borrower has agreed to assign to Lender all present and future leases and other tenant arrangements ("Lease"), and all contracts, permits, licenses which now affect or which may in the future affect all or any portion of the Property, and otherwise grant Lender all of the rights as hereinafter set forth,

**NOW THEREFORE**, for good and valuable consideration, receipt of which is hereby acknowledged by Borrower, and the making of the Loan by Lender, Borrower does hereby grant, transfer, assign and set over unto Lender the Lease(s), together with all rents, income and profits arising from the Lease(s) and any and all other rents, income or profits for the use and occupancy of the Property by any person, firm, corporation or other legal entity from whatever source derived, all upon the following terms and conditions:

1. Borrower hereby irrevocably assigns to Lender all the third party contract rights, security deposits, rents, revenues of any kind or nature, issues, profits and insurance proceeds arising from the Property, all leases affecting the Property and all contracts and contract rights of any kind held by Borrower relative to the Property, development rights, entitlements, licenses, permits, until such time that the Note, and any future advances or any renewals are paid in full. So long as Borrower is not in default on any loan documents, or in that certain Promissory Note of even date herewith in the sum of One Hundred Fifteen Thousand dollars (\$115,000.00) hereinafter referred to as the "Note," or the

Mortgage encumbering the Property which is securing the payment of the Note, hereinafter referred to as "Mortgage," or any modifications, renewals, or extensions thereof, the Borrower may continue in possession of the Property and may continue to enforce such contract rights and collect such rents, revenues, issues and profits, and any tenants of any portions of the Property may continue to pay rent to Borrower.

2. Upon default by Borrower in any payment, covenant, or act required under the loan Documents, Note and/or Mortgage, Lender shall be entitled to possession under the leasehold and contract rights of Borrower in and to the Property and to receive said rents, revenues, issues and profits there from whether they arise under leases and/or contracts now existing or hereafter entered into and shall be entitled to apply any amounts so received in satisfaction of any obligations due Lender from Borrower under the Note and Mortgage, and Borrower does hereby name and constitute Lender as its Attorney-in-Fact to transfer to Lender or Lender's designee the leasehold and contract interest of Borrower to the Property and to sue for and to collect all rents, revenues, issues and profits due and which may become due relative to said leasehold interest and to enforce Borrower's contract rights, and Borrower authorizes and directs all tenants and contract purchases of the Property to pay over such rents, revenues, issues and profits to Lender upon receipt of written notice of Borrower's default and to continue to make such payments to Lender until otherwise notified by Lender.

3. This Assignment shall not operate to place responsibility or liability upon Lender for the control, care, leasing, management or repair of the Property upon Lender, nor for the carrying out of the terms and conditions of any leases or contracts; nor shall it operate to make Lender responsible or liable for any waste committed on the Property by the tenants or any other party, or for any negligence in the management, upkeep, repair or control of the Property resulting in economic loss, loss of income, injury or death to any tenant, licensee, invitee, employee or stranger.

4. Borrower agrees that it will not enter into, modify, compromise, encumber or terminate any leases or contracts concerning the Property so long as any indebtedness under the Note and Mortgage remains unpaid without the prior written consent of Lender. Borrower shall observe and perform all the obligations imposed upon the Borrower under any contracts or leases; Borrower shall not collect any of the rent under the Lease or from the Property in advance of the time when the same shall become due; nor execute any other assignment of lessor's interest, nor alter, modify or change the terms of the Lease or cancel same nor accept a surrender thereof without the prior written consent of Lender; Borrower shall at Lender's request, execute a separate assignment to Lender of any and all subsequent leases or contracts upon all or any part of the Property and execute and deliver at the request of Lender all such further assurances and assignments in the Property as Lender shall from time to time require.

5. This Assignment is cumulative to the assignment provisions contained in the Mortgage. Borrower does hereby appoint Lender as Borrower's true and lawful, irrevocable attorney in fact to demand, receive and enforce payment, to give receipts, releases and satisfactions and to sue either in the name of Borrower or in the name of Lender for all rents and sums payable under the Lease. All sums so collected may be applied by Lender to the payment of any sums then due upon the Note, Mortgage or other obligations relating to same. The exercise by Lender of the rights under this paragraph shall neither impair nor constitute a waiver of any other rights or remedies which Lender may have under the Note, Mortgage or any other Loan Document or Instrument related to the Loan, or otherwise, but the remedy hereby given shall be in addition to all others which Lender may have. Borrower does hereby authorize and direct any lessee or tenant, under the Lease or any and all other occupants of the Property or any other future tenants or occupants of the Property to pay over to Lender all rents, income and profits arising from or accruing from the Property upon written notice and

request from Lender and any such payment by any lessee, tenant or occupant to Lender shall constitute a full release and discharge to the extent of such payments as fully as though they had been made to Borrower.

6. This Assignment shall inure to the benefit of Lender, its successors and assigns, and any subsequent holder of the Note and Mortgage and shall be binding upon Borrower and any subsequent owner of the Property.

7. This Assignment is a collateral assignment only and upon the full satisfaction and discharge of the Mortgage and full payment of the Note this Assignment shall then and there become null and void upon the recording in the public records of the county wherein the Property is situate of a proper satisfaction of the Note and Mortgage, even without the recordation of any instrument specifically making reference to this instrument.

8. Whenever used herein the singular number shall include the plural, the plural the singular, and the use of any gender shall include all genders.

9. Borrower does hereby empower Lender, its agents or attorneys to collect, settle, compromise and sue for all of the rents or other sums that may become due under any of the leases or contracts and avail itself of and pursue all remedies for the enforcement of said leases and contracts and Borrower's rights in and under said leases and contracts as Borrower might have pursued but for this Assignment.

10. Borrower warrants that signed duplicates of all existing leases, guaranty agreements and contracts have been delivered to Lender and signed duplicates of all future leases, guaranty agreements and contracts shall be delivered to Lender upon the execution thereof, and said duplicates as delivered to Lender shall be true and correct duplicates that Borrower has not heretofore assigned or pledged the same or any interest therein, and in regard to presently existing leases and contracts no default exists on the part of the lessees, contract purchasers or Borrower, as lessor and seller, in the performance on the part of same, of the terms, covenants, provisions or agreements in said lease and contracts contained; that no rent has been paid by any of the lessees for more than two (2) months in advance; and that the payment of none of the rents to accrue under said leases had been or will be waived, released, reduced, discounted, or otherwise discharged or compromised by Borrower directly or indirectly.

11. If the leases provide for the abatement of rent during repair of the Property by reason of fire or other casualty, Borrower shall furnish rental insurance to Lender, the policies to be in amount and form and written by such insurance companies as shall be satisfactory to Lender.

12. Borrower shall perform all of Borrower's covenants and agreements as lessor under said leases and as seller under said contracts and shall not suffer or permit to occur any release of liability of the lessees or purchasers shall not grant any rights to the lessees to withhold payment of rent, shall give prompt notice to Lender of any notice of default on the part of Borrower with respect to said leases and contracts received from the lessees and purchasers thereunder and shall furnish Lender with complete copies of said notices.

13. Time is of the essence of Borrower's obligations under this Assignment.

14. Governing Law; Consent to Jurisdiction and Venue.

(a) The Mortgage and this Assignment of Rents shall be construed under the laws of

the State of Florida to the extent required by Florida law, otherwise this instrument shall be governed by the State of Virginia. Jurisdiction and venue shall be in the county where the Property lies. ("Property Jurisdiction")

(b) Except to the extent required to exercise foreclosure and related rights with respect to the Land and other collateral located outside of the state of Florida, Grantor agrees that any controversy arising under or in relation to the Guaranty, this Instrument, or any other Loan Document shall be litigated exclusively in the state of Virginia. The state and federal courts and authorities with jurisdiction in the state of Virginia shall have exclusive jurisdiction over all controversies which shall arise under or in relation to the Guaranty, this Instrument, any security for the Indebtedness, or any other Loan Document. Grantor irrevocably consents to service, jurisdiction, and venue of such courts for any such litigation and waives any other venue to which it might be entitled by virtue of domicile, habitual residence or otherwise.

15. Notices: All notices shall be sent in accordance with the Notice provisions in the Note and or Mortgage of even date herewith.

IN WITNESS WHEREOF, Mortgagor has executed this Assignment of Rents on the date first above written.

WITNESSES:

BORROWER:

FIJIS PROPERTY INVESTMENTS LLC.

A Florida limited liability company

Maria Wells  
Witness Name: Maria Wells  
Witness Address: 4557 Chumuckla Hwy  
Pace, FL 32571

Finna A. Clay  
By: Finna A. Clay, Sole Member

Jennifer Wilson  
Witness Name: Jennifer Wilson  
Witness Address: 4557 Chumuckla Hwy  
Pace, FL 32571

STATE OF FLORIDA

COUNTY OF Santa Rosa

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, on August 27, 2024 by Finna A. Clay sole Member of FIJIS PROPERTY INVESTMENTS LLC., a Florida limited liability company who is personally known to me or who has produced FL ID as identification.

Jennifer Wilson  
Notary Public



JENNIFER WILSON  
Commission # HH 108171  
Expires June 20, 2025  
Bonded Thru Budget Notary Services

**Exhibit "A"**  
**Property Description**

Commencing at the Northeast corner of Section 36, Township 2 South, Range 31 West, Escambia County, Florida; thence North 72 degrees 30 minutes West along the North line of said Section, 2693.4 feet; thence South 17 degrees 30 minutes West a distance of 2412.13 feet to Point of Beginning; thence continue South 17 degrees 30 minutes West 638.87 feet to the P. M. and N. O. Railroad right of way; thence North 49 degrees 02 minutes West along said Railroad 226.85 feet; thence North 17 degrees 30 minutes East 584.28 feet; thence South 72 degrees 30 minutes East 200 feet to Point of Beginning.

LESS AND EXCEPT the following Parcels:

**PARCEL # 1:**

Commencing at the Northeast corner of Section 36, Township 2 South, Range 31 West, Escambia County, Florida; thence North 72 degrees 30 minutes 00 seconds West along the North line of said Section for 2693.4 feet; thence South 17 degrees 30 minutes 00 seconds West for 2597.86 feet to an iron pipe and Point of Beginning (said point being on the West right of way line of County Road as described in Official Records Book 3 at Page 499); thence continue South 17 degrees 30 minutes 00 seconds West along said right of way line for 120.71 feet to an iron pipe; thence North 72 degrees 30 minutes 00 seconds West (at right angles) 208.00 feet to an iron pipe; thence North 17 degrees 30 minutes 00 seconds East and parallel with said County Road right of way for 120.71 feet to an iron pipe; thence South 72 degrees 30 minutes 00 seconds East (at right angles) for 208.00 feet to Point of Beginning.

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Recorded in Public Records 12/20/2023 1:12 PM OR Book 9083 Page 385,  
Instrument #2023100041, Pam Childers Clerk of the Circuit Court Escambia  
County, FL Recording \$35.50

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

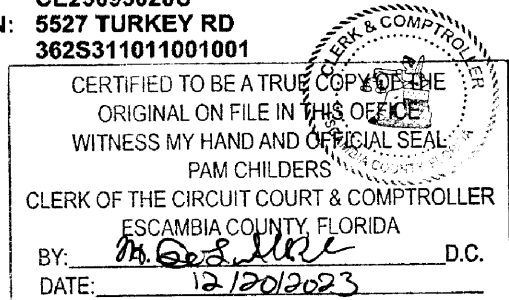
PETITIONER  
ESCAMBIA COUNTY FLORIDA,

CASE NO: CE23095020U  
LOCATION: 5527 TURKEY RD  
PR#: 362S311011001001

VS.

STRAHM, DANIEL LOUIS  
5523 TURKEY RD  
PENSACOLA, FL 32526

RESPONDENT(S)



ORDER

This CAUSE having come before the Office of Environmental Enforcement Special Magistrate on the Petition of the Environmental Enforcement Officer for alleged violation of the ordinances of the County of Escambia, State of Florida, and the Special Magistrate having considered the evidence before him in the form of testimony by the Enforcement Officer and the Respondent(s) or representative thereof, None, as well as evidence submitted, and after consideration of the appropriate sections of the Escambia County Code of Ordinances, the Special Magistrate finds that a violation of the following Code of Ordinances has occurred and continues:

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

**Unsafe Structures - 30-203 (O) Roof**

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

**Unsafe Structures - 30-203 (R) Unsafe stair/porch**

**Unsafe Structures - 30-203 (T) Windows in bad repair**

**Unsafe Structures - 30-203 (U) Broken/cracked**

**Unsafe Structure - 30-203 (CC) Accessory structure unmaintained**



**Unsafe Structures - 30-203 (X) Exterior door in bad repair**

**Sec 94-51 Right of Way**

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

It is hereby **ORDERED** that the **RESPONDENT(S)** shall have until **1/16/2024** to correct the violation(s) and to bring the violation into compliance.

Corrective action shall include:

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

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

**Remove all structure, signs, vehicles, etc. from County ROW; refrain from further obstruction.**

If Respondent(s) fail to fully correct the violation(s) within the time required, Respondent(s) will be assessed a fine of **\$30.00** per day, commencing **1/17/2024**. This fine shall continue until the violation(s) is/are abated and the violation(s) brought into compliance, or until as otherwise provided by law. **RESPONDENT IS REQUIRED**, immediately upon full correction of the violation(s), to contact the Escambia County Office of Environmental Enforcement in writing to request that the office immediately inspect the property to make an official determination of whether the violation(s) has/have been abated and brought into compliance. If the violation(s) is/are not abated within the specified time period, Escambia County may elect to undertake any necessary measures to abate the violation(s). These measures could include, but are not limited to, **DEMOLISHING NON-COMPLIANT STRUCTURES, LEGALLY DISPOSING OF ALL CONTRIBUTING CONDITIONS, AND TOWING OF DESCRIBED VEHICLE(S).**


At the request of Escambia County, the Sheriff shall enforce this order by taking reasonable law enforcement action to remove from the premises any unauthorized person interfering with the execution of this order or otherwise refusing to leave after warning. The reasonable cost of such abatement will be assessed against **RESPONDENT(S)** and shall constitute a lien on the property. Pursuant to Escambia County Resolution R2017-132, costs in the amount of **\$250.00** are awarded in favor of Escambia County as the prevailing party against **RESPONDENT(S)**.

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

**RESPONDENT(S)** have the right to appeal the order(s) of the Special Magistrate to the Circuit Court of Escambia County. If **RESPONDENT(S)** wish(es) to appeal, **RESPONDENT(S)** must provide notice of such appeal in writing to both the Environmental Enforcement Division at 3363 West Park Place, Pensacola, Florida 32505, and the Escambia County Circuit Court, M.C. Blanchard Judicial Building, 190 W. Government St, Pensacola, Florida, 32502, no later than **30 days** from the date of this order. Failure to timely file a Written Notice of Appeal will constitute a waiver of the right to appeal this order.

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

**DONE AND ORDERED** in Escambia County, Florida on this 19th day of December, 2023.



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Gregory Farrar  
Special Magistrate  
Office of Environmental Enforcement

Filing # 86665284 E-Filed 03/20/2019 09:40:10 AM

IN THE CIRCUIT COURT IN AND FOR ESCAMBIA COUNTY, FLORIDA

STATE OF FLORIDA,

Plaintiff,

CASE NO: 2018 CF 005988 A

vs.

DIVISION: C

Edward Frank Austin Sr  
1708 N Kirk St  
Pensacola, FL 32505

Defendant.


CIVIL LIEN

**THIS CAUSE** came before the Court for assessment of Electronic Monitoring Fees. Upon the evidence presented, the Court assessed a \$1,280.00 Electronic Monitoring Fee. Total of **\$1,280.00** is due to **Department of Community Corrections**. Accordingly, pursuant to the provisions of §938.30, Florida Statutes, it is,

**ORDERED AND ADJUDGED** that the above-named Defendant shall pay arrears to the **Department of Community Corrections**, in the amount of \$1,280.00 which shall accrue interest at the rate of **6.33%** per annum.

**ORDERED FURTHER** that nothing in this Civil Lien will bar any subsequent civil remedy or recovery, but the amount paid under this order shall be a set-off against any subsequent independent civil recovery. Any default in payment of the amount due hereunder may be collected by any means authorized by law for the enforcement of a civil judgment, for which let execution issue.

**DONE AND ORDERED** in Chambers, at Pensacola, Escambia County, Florida.

  
eSigned by CIRCUIT COURT JUDGE JENNIE KINSEY in 2018 CF 005988 A  
on 03/19/2019 17:45:04 BkV0j0v1

cc: **Community Corrections Accounting**  
**Defendant**

