



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

0525-56

Part 1: Tax Deed Application Information

Applicant Name Applicant Address	KEYS FUNDING LLC - 7022 PO BOX 71540 PHILADELPHIA, PA 19176-1540	Application date	Apr 22, 2024
Property description	WIGGINS INVESTMENTS LLC C/O LAJUANA W PORTER 1282 OCEAN MANOR LN LEAGUE CITY, TX 77573 11204 HIGHWAY 97 (DAVISVILLE) 12-4117-100 BEG AT PT 675 FT S OF N LI OF LT 1 AT A PT ON E LI OF R/W OF ATMORE-MOLINO HWY E 250 FT NW TO PT ON (Full legal attached.)	Certificate #	2022 / 6758
		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)
# 2022/6758	06/01/2022	16,212.94	810.65	17,023.59
→ Part 2: Total*				17,023.59

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

Column 1 Certificate Number	Column 2 Date of Other Certificate Sale	Column 3 Face Amount of Other Certificate	Column 4 Tax Collector's Fee	Column 5 Interest	Total (Column 3 + Column 4 + Column 5)
# /					
Part 3: Total*					0.00

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

1. Cost of all certificates in applicant's possession and other certificates redeemed by applicant (*Total of Parts 2 + 3 above)	17,023.59
2. Delinquent taxes paid by the applicant	0.00
3. Current taxes paid by the applicant	15,072.14
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)	32,470.73

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

Sign here: _____

Signature, Tax Collector or Designee

Escambia, Florida

Date April 24th, 2024

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

Part 5: Clerk of Court Certified Amounts (Lines 8-14)

8. Processing tax deed fee	
9. Certified or registered mail charge	
10. Clerk of Court advertising, notice for newspaper, and electronic auction fees	
11. Recording fee for certificate of notice	
12. Sheriff's fees	
13. Interest (see Clerk of Court Instructions, page 2)	
14. Total Paid (Lines 8-13)	
15. Plus one-half of the assessed value of homestead property, if applicable under s. 197.502(6)(c), F.S.	
16. Statutory opening bid (total of Lines 7, 14, 15, and 16 if applicable)	
Sign here: _____	
Signature, Clerk of Court or Designee	
Date of sale <u>05/07/2025</u>	

INSTRUCTIONS + 6.25

Tax Collector (complete Parts 1-4)

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

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

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

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

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

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

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

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

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

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

Clerk of Court (complete Part 5)

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

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

BEG AT PT 675 FT S OF N LI OF LT 1 AT A PT ON E LI OF RW OF ATMORE-MOLINO HWY E 250 FT NW TO PT ON E LI OF ATMORE-MOLINO HWY 300 FT N OF BEG S ALG E LI OF H/W 300 FT TO POB & ALSO BEG 675 FT S OF NE COR SEC S 798 FT W 902 FT TO RD NELY ON RD 815 FT E 736 FT TO POB OR 6210 P 23

APPLICATION FOR TAX DEED

Section 197.502, Florida Statutes

512

R. 12/16

Application Number: 2400537

To: Tax Collector of ESCAMBIA COUNTY, Florida

I,

KEYS FUNDING LLC - 7022

PO BOX 71540

PHILADELPHIA, PA 19176-1540,

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
12-4117-100	2022/6758	06-01-2022	BEG AT PT 675 FT S OF N LI OF LT 1 AT A PT ON E LI OF R/W OF ATMORE-MOLINO HWY E 250 FT NW TO PT ON E LI OF ATMORE-MOLINO HWY 300 FT N OF BEG S ALG E LI OF H/W 300 FT TO POB & ALSO BEG 675 FT S OF NE COR SEC S 798 FT W 902 FT TO RD NELY ON RD 815 FT E 736 FT TO POB OR 6210 P 23

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

KEYS FUNDING LLC - 7022

PO BOX 71540

PHILADELPHIA, PA 19176-1540

Applicant's signature

04-22-2024
Application Date



Chris Jones
Escambia County Property Appraiser

Real Estate Search

Tangible Property Search

Sale List

Back

Nav. Mode Account Parcel ID

[Printer Friendly Version](#)

General Information

Parcel ID: 366N331003001001
Account: 124117100
Owners: WIGGINS INVESTMENTS LLC
Mail: C/O LAJUANA W PORTER
1282 OCEAN MANOR LN
LEAGUE CITY, TX 77573
Situs: 11204 HIGHWAY 97 (DAVISVILLE)
32535
Use Code: STORE, 1 STORY 
Taxing Authority: COUNTY MSTU
Tax Inquiry: [Open Tax Inquiry Window](#)

Assessments				
Year	Land	Imprv	Total	Cap Val
2023	\$86,625	\$874,469	\$961,094	\$961,094
2022	\$66,150	\$868,413	\$934,563	\$934,563
2021	\$67,253	\$861,751	\$929,004	\$929,004

Disclaimer

Tax Estimator

Report Storm Damage

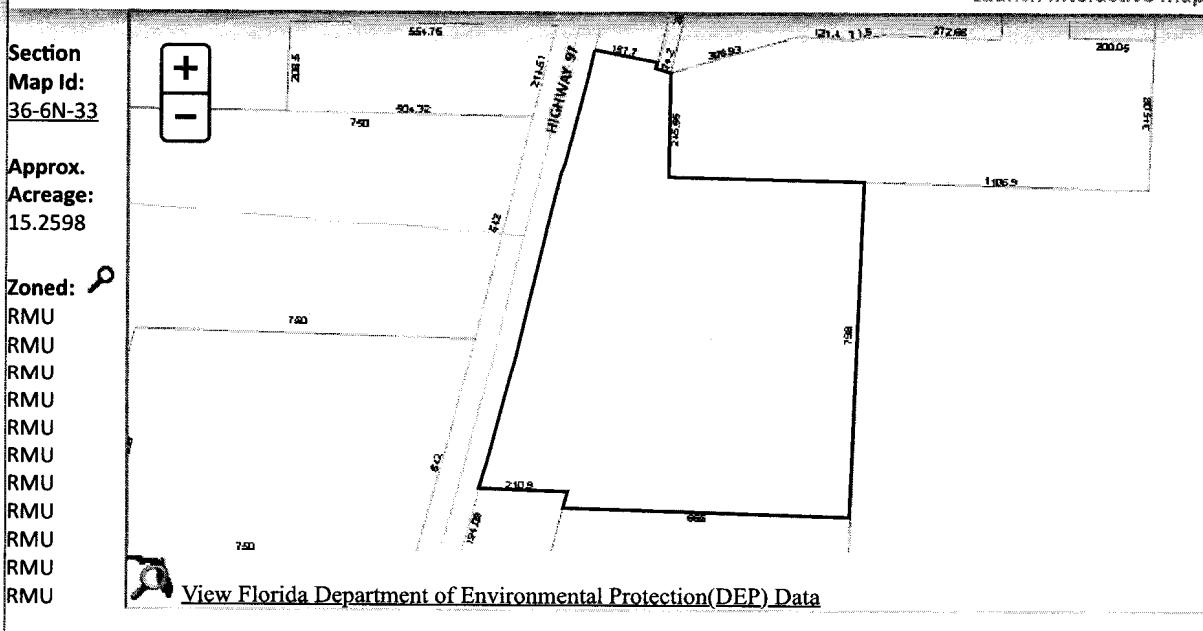
Enter Income & Expense Survey Download Income & Expense Survey

Sales Data						Official Records (New Window)
Sale	Date	Book	Page	Value	Type	
07/2007	6210	23		\$100	CJ	
12/2006	6048	366		\$100	CJ	

2023 Certified Roll Exemptions
None
Legal Description
BEG AT PT 675 FT S OF N LI OF LT 1 AT A PT ON E LI OF R/W OF ATMORE-MOLINO HWY E 250 FT NW TO PT ON E LI OF... 
Extra Features
ASPHALT PAVEMENT LIGHTS

Parcel Information

[Launch Interactive Map](#)



RMU

Evacuation & Flood Information Open Report

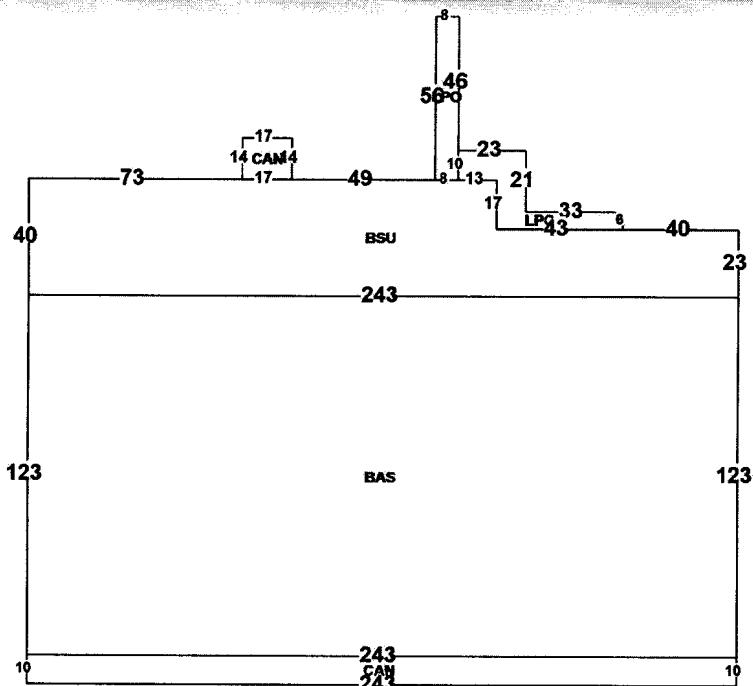
Buildings

Address: 11204 HIGHWAY 97 (DAVISVILLE), Year Built: 1985, Effective Year: 1985, PA Building ID#: 16713

Structural Elements

DECOR/MILLWORK-BELOW AVERAGE
DWELLING UNITS-0
EXTERIOR WALL-CONCRETE BLOCK
FLOOR COVER-VINYL/CORK
FOUNDATION-SLAB ON GRADE
HEAT/AIR-CENTRAL H/AC
INTERIOR WALL-DRYWALL-PLASTER
INTERIOR WALL-EXPOSED BLK/BRK
NO. PLUMBING FIXTURES-12
NO. STORIES-1
ROOF COVER-METAL/MODULAR
ROOF FRAMING-RIGID FRAME/BAR
STORY HEIGHT-12
STRUCTURAL FRAME-MASONRY PIL/S

Areas - 41912 Total SF
BASE AREA - 29889
BASE SEMI UNF - 8309
CANOPY - 2668
LOAD PFM COVERED - 598
LOADING PLATFORM OPER

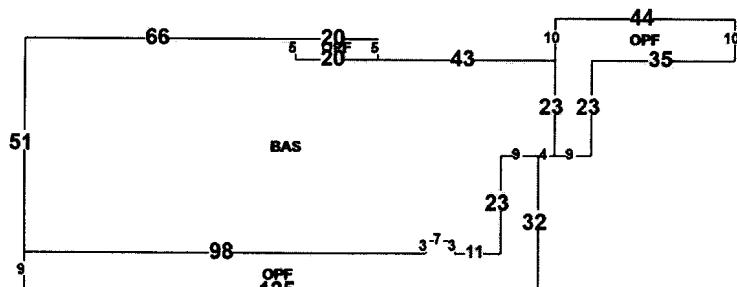


Address: 11208 HIGHWAY 97 (DAVISVILLE), Year Built: 1987, Effective Year: 1987, PA Building ID#: 16714

Structural Elements

**DECOR/MILLWORK-BELOW AVERAGE
DWELLING UNITS-0
EXTERIOR WALL-BRICK-FACE/VEENEER
EXTERIOR WALL-METAL-MODULAR
FLOOR COVER-VINYL ASBESTOS
FOUNDATION-SLAB ON GRADE
HEAT/AIR-CENTRAL H/AC
INTERIOR WALL-DRYWALL-PLASTER
NO. PLUMBING FIXTURES-10
NO. STORIES-1
ROOF COVER-METAL/MODULAR
ROOF FRAMING-RIGID FRAME/BAR
STORY HEIGHT-12
STRUCTURAL FRAME-RIGID FRAME**

 Areas - 8044 Total SF
BASE AREA - 5944
OPEN PORCH FIN - 2100



Images



8/28/2019 12:00:00 AM



8/28/2019 12:00:00 AM

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

Last Updated:05/08/2024 (tc.2281)



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 #: 12-4117-100 CERTIFICATE #: 2022-6758

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: January 15, 2005 to and including January 15, 2025 Abstractor: Vicki Campbell

BY

Michael A. Campbell,
As President
Dated: January 16, 2025

PROPERTY INFORMATION REPORT
CONTINUATION PAGE

January 16, 2025
Tax Account #: **12-4117-100**

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

By Virtue of Deed recorded 8/31/2007 in OR 6210/23 ABSTRACTOR'S NOTE: WE DO NOT FIND A NAME CHANGE RECORDED IN THE PUBLIC RECORDS OF ESCAMBIA COUNTY, FLORIDA BUT THE STATE OF FLORIDA RECORDS SHOW THE NAME HAS BEEN CHANGED TO WIGGINS INVESTMENTS LLC SO WE HAVE SHOWN BOTH NAMES TO NOTICE.

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. **Short Form Lease in favor of Family Dollar Stores of Florida, Inc. recorded 8/2/2001 – OR 4747/1646**
 - b. **Mortgage in favor of Whitney Bank dba Hancock Bank recorded 3/9/2015 – OR 7311/461 together with Assignment of Rents and Leases OR 7311/486 together with UCC OR 7311/494 amended OR 8178/184, Continuation OR 8178/1563, amended OR 8178/1565 and Continuation OR 9201/1630, Subordination and Non Disturbance and Attornment Agreements in OR 7342/556, OR 7311/498 and 7311/503**
4. Taxes:

Taxes for the year(s) 2021-2023 are delinquent.
Tax Account #: 12-4117-100
Assessed Value: \$1,026,764.00
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: MAY 7, 2025

TAX ACCOUNT #: 12-4117-100

CERTIFICATE #: 2022-6758

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.

LKW INVESTMENTS, LLC NKA
WIGGINS INVESTMENTS LLC
C/O LAJUANA W PORTER
1282 OCEAN MANOR LN
LEAGUE CITY, TX 77573

WHITNEY BANK DBA
HANCOCK BANK
101 W GARDEN ST
PENSACOLA, FL 32502

LKW INVESTMENTS, LLC NKA
WIGGINS INVESTMENTS LLC
11204 HIGHWAY 97
MCDAVID, FL 32568

NEW BEGINNINGS MINISTRIES
PO BOX 1391
ATMORE, AL 32568

FAMILY DOLLAR STORES OF FL INC
PO BOX 1017
CHARLOTTE, NC 28201-1017

LKW INVESTMENTS, LLC
C/O KUN WAH LO
13903 NW 11 PL
PEMBROKE PINES, FL 33028

Certified and delivered to Escambia County Tax Collector, this 16th day of January, 2025.
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

January 16, 2025
Tax Account #:12-4117-100

LEGAL DESCRIPTION EXHIBIT "A"

BEG AT PT 675 FT S OF N LI OF LT 1 AT A PT ON E LI OF R/W OF ATMORE-MOLINO HWY E 250 FT NW TO PT ON E LI OF ATMORE-MOLINO HWY 300 FT N OF BEG S ALG E LI OF H/W 300 FT TO POB & ALSO BEG 675 FT S OF NE COR SEC S 798 FT W 902 FT TO RD NELY ON RD 815 FT E 736 FT TO POB OR 6210 P 23

SECTION 36, TOWNSHIP 6 N, RANGE 33 W

TAX ACCOUNT NUMBER 12-4117-100(0525-56)

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

Prepared by/Return to:
GARY B. LEUCHTMAN
Beggs & Lane
Post Office Box 12950
Pensacola, Florida 32576
(850)432-2451
Florida Bar No: 342262

DEED OF DISTRIBUTION

STATE OF FLORIDA
COUNTY OF ESCAMBIA

KNOW ALL MEN BY THESE PRESENTS, that CHARLES KEEVIN WIGGINS and LAJUANA WIGGINS PORTER, the duly appointed and acting Personal Representatives of the estate of Leonard Kent Wiggins, deceased, (Case 2006 CP 2204, Division "A" in the Circuit Court in and for Escambia County, Florida) for the purposes of making distribution to the following named beneficiary of said estate, releasing all rights in the described real property and its rents, income, issues, and profits for the purpose of payment of devises, debts, family allowance, estate and inheritance taxes, claims, charges, or expenses of administration or to enforce contribution or equalize advancements or for distribution other than as distributed herein, releasing all right to sell or encumber such real property and for One Dollar (\$1.00) and other good and valuable considerations, do hereby bargain, sell, convey and grant unto LKW INVESTMENTS, LLC, 11204 Highway 97, Walnut Hill, FL 32568, its successors and assigns forever, the following described real property located in Escambia County, Florida, to-wit:

PARCEL I. Commencing at a point 675 feet South of the North line of Lot 1 of Fractional Section 36, Township 6 North, Range 33 West, at a point on the East line of the right-of-way of the Atmore-Molino Highway; run thence East 250 feet, thence North 250 feet, thence in a Northwest direction to a point on the East line of the Atmore-Molino Highway right-of-way which is 300 feet North of the starting point; thence run South along the East line of the Atmore-Molino Highway 300 feet, more or less, to the point of starting, being a tract of land fronting 300 feet on the Atmore-Molino Highway and running back Eastwardly 250 feet and being 250 feet in width on the East end.

PARCEL II. Beginning at a point on the East line of Section 36, Township 6 North, Range 33 West, which is 675 feet South of the Northeast Corner of said Section, thence South along the East line of said Section a distance of 798 feet, thence West 902 feet, more or less, to the East line of the Pensacola Public Road, thence Northeasterly along the East line of said road a distance of 815 feet, thence East 736 feet, more or less, to the East line of said Section 36, lying and being in Lot 1 of Section 36, Township 6 North, Range 33 West.

Together with all and singular the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining, subject to all restrictions, reservations, and easements of record, if any, and ad valorem taxes for the current year, TO HAVE AND TO HOLD the same

unto the said LKW INVESTMENTS, LLC, its successors and assigns, in fee simple, forever.

This deed is given to evidence the distribution of assets of a decedent's estate.

Accordingly, minimum state documentary stamps are affixed. LKW Investments, LLC, the grantee herein, is owned by Charles Keevin Wiggins and LaJuana Wiggins Porter, equally and they have instructed the Personal Representatives to distribute the property directly to the said LKW Investments, LLC.

IN WITNESS WHEREOF, the grantors, as Personal Representatives of the estate of Leonard Kent Wiggins, deceased, has hereunto set our hand and seal this 12 day of July, 2007.

Signed, sealed and delivered
in the presence of:

Nancy S. Martin
NANCY S. MARTIN
(Print Name)

Angela M. Cutts
Angela M. Cutts
(Print Name)

Margie S. Wagner
Margie S. Wagner
(Print Name)

Kristin Strimple
KRISTIN STRIMPLE
(Print Name)

Charles Keevin Wiggins
Charles Keevin Wiggins, as Personal
Representative as aforesaid

LaJuana Wiggins Porter
LaJuana Wiggins Porter, as Personal
Representative as aforesaid

STATE OF FLORIDA
COUNTY OF ESCAMBIA

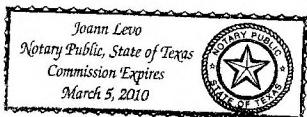
The foregoing instrument was acknowledged before me this 12 day of July, 2007, by Charles Keevin Wiggins, who executed the same, and who is personally known to me or has produced _____ as identification.

-Seal- Angela M. Cutts
Notary Public - State of FL
Comm. Exp. Jan. 5, 2011
Comm. No: DD604881
State of Florida at Large
My Commission Expires: _____
Commission No.: _____

STATE OF TEXAS
COUNTY OF HARRIS

The foregoing instrument was acknowledged before me this 6th day of July, 2007, by LaJuana Wiggins Porter, who executed the same, and who is personally known to me or has produced TXDL as identification.

-Seal- Joann Lovo
Notary Public
State of TX at Large
My Commission Expires: _____
Commission No.: _____



107000064652

(Requestor's Name)

(Address)

(Address)

(City/State/Zip/Phone #)

PICK-UP WAIT MAIL

(Business Entity Name)

(Document Number)

Certified Copies _____ Certificates of Status _____

Special Instructions to Filing Officer:

Office Use Only

CF 25.00



200189102302

02/17/11--01016--002 **680.00

2011 FEB 17 AM 10:58
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

FILED

J. SAULSBERRY
EXAMINER
FEB 18 2011

GARY B. LEUCHTMAN
BOARD CERTIFIED IN
WILLS, TRUSTS & ESTATES

BEGGS & LANE
A REGISTERED LIMITED LIABILITY PARTNERSHIP
ATTORNEYS AND COUNSELLORS AT LAW
POST OFFICE BOX 12950
PENSACOLA, FLORIDA 32591-2950

501 COMMENDENCIA STREET
PENSACOLA, FLORIDA 32501
TELEPHONE (850) 432-2451
TELECOPIER (850) 469-3330

W. SPENCER MITCHEM
Of Counsel

E. DIXIE BEGGS
1908 - 2001
BERT H. LANE
1917 - 1981

February 8, 2011

Department of State
Division of Corporations
Attention: Amendment Section
P.O. Box 6327
Tallahassee, FL 32314

Re: LKW Investments, LLC
Document Number: L07000064652

2011 FEB 17 AM 10:58
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

FILED

Dear Sir or Madam:

Please find enclosed herewith a Limited Liability Company Reinstatement along with an Articles of Amendment changing the name of the above company to Wiggins Investments, LLC. Our firm check in the amount of \$680 is enclosed to cover your fees (\$655 for reinstatement fee and \$25 for amendment filing).

Thank you for your assistance in this matter. Should you have any questions, please feel free to contact me.

Yours very truly,


Gary B. Leuchtmann
For the Firm

GBL:ac
Enclosures

FILED

2011 FEB 17 AM 0:58
STATE OF FLORIDA
SECRETARY OF STATE
TALLAHASSEE, FLORIDA
ADOPTS

ARTICLES OF AMENDMENT
TO
ARTICLES OF ORGANIZATION OF
LKW INVESTMENTS, LLC

Pursuant to the provisions of Section 608.411, Florida Statutes, this company
following Articles of Amendment to its Articles of Organization:

FIRST: Amendments Adopted:

ARTICLE ONE

The name of the limited liability company shall be Wiggins Investments, LLC (the
"Company").

SECOND: The Amendment was adopted on February 8, 2011.

THIRD: The Amendment was approved by the Members. The number of votes cast for the
Amendment was sufficient for approval.

Signed this 8th day of February, 2011.

LKW INVESTMENTS, LLC

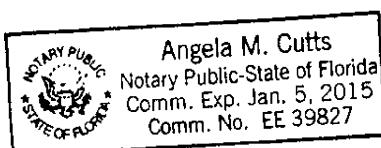
By Charles Keevin Wiggins
Charles Keevin Wiggins
Its Managing Member

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing Articles of Amendment was subscribed and sworn to before me by Charles
Keevin Wiggins, its managing member, on February 8, 2011; Charles Keevin Wiggins is
personally known to me or has produced _____ as identification.

-SEAL-

Angela M. Cutts
NOTARY PUBLIC





[Department of State](#) / [Division of Corporations](#) / [Search Records](#) / [Search by Entity Name](#) /

Detail by Entity Name

Florida Limited Liability Company

WIGGINS INVESTMENTS, LLC

Filing Information

Document Number L07000064652

FEI/EIN Number 26-0539897

Date Filed 06/19/2007

State FL

Status ACTIVE

Last Event LC NAME CHANGE

Event Date Filed 02/17/2011

Event Effective Date NONE

Principal Address

11204 HIGHWAY 97

WALNUT HILL, FL 32568

Mailing Address

1282 Ocean Manor Lane

League City, TX 77573

Changed: 08/14/2019

Registered Agent Name & Address

1955

501 COMMENDENCIA STREET

PENSACOLA, FL 32502

Name Changed: 06/15/2020

Authorized Person(s) Detail

Name & Address

Title MGRM

PORTER, LAJUANA WIGGINS

1282 Ocean Manor Lane

League City, TX 77573-3037

Annual Reports

Report Year **Filed Date**

2022	07/15/2022
2023	04/03/2023
2024	04/29/2024

Document Images

04/29/2024 -- ANNUAL REPORT	View image in PDF format
04/03/2023 -- ANNUAL REPORT	View image in PDF format
07/15/2022 -- ANNUAL REPORT	View image in PDF format
07/28/2021 -- ANNUAL REPORT	View image in PDF format
06/15/2020 -- ANNUAL REPORT	View image in PDF format
08/14/2019 -- ANNUAL REPORT	View image in PDF format
05/07/2018 -- ANNUAL REPORT	View image in PDF format
04/29/2017 -- ANNUAL REPORT	View image in PDF format
04/29/2016 -- ANNUAL REPORT	View image in PDF format
05/01/2015 -- ANNUAL REPORT	View image in PDF format
04/30/2014 -- ANNUAL REPORT	View image in PDF format
04/30/2013 -- ANNUAL REPORT	View image in PDF format
05/31/2012 -- ANNUAL REPORT	View image in PDF format
02/17/2011 -- LC Name Change	View image in PDF format
02/17/2011 -- Reinstatement	View image in PDF format
06/19/2007 -- Florida Limited Liability	View image in PDF format



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Detail by Entity Name

Florida Limited Liability Company

LKW INVESTMENTS LLC

Filing Information

Document Number L20000010242

FEI/EIN Number APPLIED FOR

Date Filed 01/03/2020

State FL

Status ACTIVE

Principal Address

13903 NW 11 PLACE
PEMBROKE PINES, FL 33028

Mailing Address

13903 NW 11 PLACE
PEMBROKE PINES, FL 33028

Registered Agent Name & Address

LO, KUN WAH
13903 NW 11 PLACE
PEMBROKE PINES, FL 33028

Authorized Person(s) Detail

Name & Address

Title MGR

LO, KUN WAH
13903 NW 11 PLACE
PEMBROKE PINES, FL 33028

Annual Reports

Report Year	Filed Date
2022	03/14/2022
2023	03/27/2023
2024	03/29/2024

Document Images

03/29/2024 -- ANNUAL REPORT

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[03/27/2023 -- ANNUAL REPORT](#)

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[03/14/2022 -- ANNUAL REPORT](#)

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[03/30/2021 -- ANNUAL REPORT](#)

[View image in PDF format](#)

[01/03/2020 -- Florida Limited Liability](#)

[View image in PDF format](#)

THIS SPACE FOR USE BY RECORDING OFFICIAL

Prepared by and mail after recording to: Thomas E. Schoenheit, Esquire
Family Dollar Stores, Inc.
Post Office Box 1017
Charlotte, NC 28201-1017
Phone: (704) 847-6961

STATE OF FLORIDA

SHORT FORM LEASE

COUNTY OF ESCAMBIA

THIS LEASE is made and entered into this 14th day of June, 2001, by and between LEONARD K. WIGGINS, an individual (hereinafter called "Landlord"), and FAMILY DOLLAR STORES OF FLORIDA, INC., a Florida corporation (hereinafter called "Tenant"),

W I T N E S S E T H

In consideration of the covenants hereinafter contained, to all of which Landlord and Tenant agree, Landlord hereby demises and lets to Tenant, and Tenant hereby rents and hires from Landlord, that certain premises situated in the Landlord's shopping center known as Twin Oaks Shopping Center located on the east side of State Highway 97 three-quarters of a mile south of its intersection with the Alabama/Florida State line, and having a street address of 11200 Highway 97, in the City of McDavid, County of Escambia, State of Florida, and being that property comprising approximately 12,000 (83' x 144') square feet together with the building thereon (said property and building are hereinafter called the "demised premises"), immediately adjacent to Piggly Wiggly and on the same front building line with Piggly Wiggly. Said demised premises are shown outlined in red on Exhibit B - Site Plan. Tenant is also granted the right to use, in common with other tenants in the shopping center, the paved, marked, lighted parking, service and access areas as shown on Exhibit B - Site Plan attached hereto and made a part hereof.

TO HAVE AND TO HOLD the demised premises for an initial term ending on the 31st day of December, 2006, upon the rents, terms, covenants and conditions contained in a certain Lease Agreement between the parties and bearing even date herewith (hereinafter called the "Lease"), which Lease is incorporated herein by reference. The Lease will be automatically extended, in accordance with the terms of the Lease, one period at a time, for three (3) successive periods of five (5) years each unless Tenant cancels the Lease. The Tenant has been and is hereby granted, in accordance with the terms of the Lease, certain exclusive use rights with respect to its business in the shopping center.

Furthermore, the Landlord has agreed and does hereby agree, in accordance with the terms of the Lease, that Landlord will not build any buildings in the shopping center except as shown on Exhibit B - Site Plan, that all areas shown on Exhibit B - Site Plan as paved, marked and lighted parking, service or access areas shall always be devoted to such indicated uses, and that the Lease contains certain restrictions with respect to certain non-retail, parking-intensive uses. The prohibition against future buildings does not include property lying North of the additional retail building shown on Exhibit B which may be developed by Landlord at a future date.



Landlord's Address:

LEONARD K. WIGGINS
P. O. Box 3256
Pensacola, FL 32516

Tenant's Address:

FAMILY DOLLAR STORES OF FLORIDA, INC.
P. O. Box 1017
Charlotte, NC 28201-1017
Attn: Lease Administration Department

IN WITNESS WHEREOF, this indenture has been duly executed by said parties in manner and form provided by law, this the day and year first above written.

Witnesses:

Joni L. Maddrey
Joni L. Maddrey, MPA
Brandy R. Moore

LANDLORD

Leonard K. Wiggins (SEAL)
Leonard K. Wiggins

ATTEST:

Thomas E. Schoenheit
Thomas E. Schoenheit
Assistant Secretary

TENANT

FAMILY DOLLAR STORES OF FLORIDA, INC.

By:

Clay Teter
Clay Teter
Vice President

STATE OF FLORIDA

NOTARY

COUNTY OF ESCAMBIA

I, Joni L. Maddrey, a Notary Public in and for the aforesaid State and County, do hereby certify that LEONARD K. WIGGINS personally appeared before me this day and acknowledged that the foregoing instrument was signed and executed by him for the purposes therein expressed, *who is personally known to me*.
WITNESS my hand and notarial seal this the 2 day of July, 2001.

Joni L. Maddrey
Printed Name: Joni L. Maddrey
Notary Public

My Commission Expires:



STATE OF NORTH CAROLINA

NOTARY

COUNTY OF MECKLENBURG

I, Christine R. Gaete, a Notary Public in and for the aforesaid State and County, do hereby certify that CLAY TETER and THOMAS E. SCHOENHEIT, Vice President and Assistant Secretary, respectively, of FAMILY DOLLAR STORES OF FLORIDA, INC., personally appeared before me this day and that by the authority duly given and as the act of the corporation, the foregoing instrument was signed and executed by them for the purposes therein expressed.

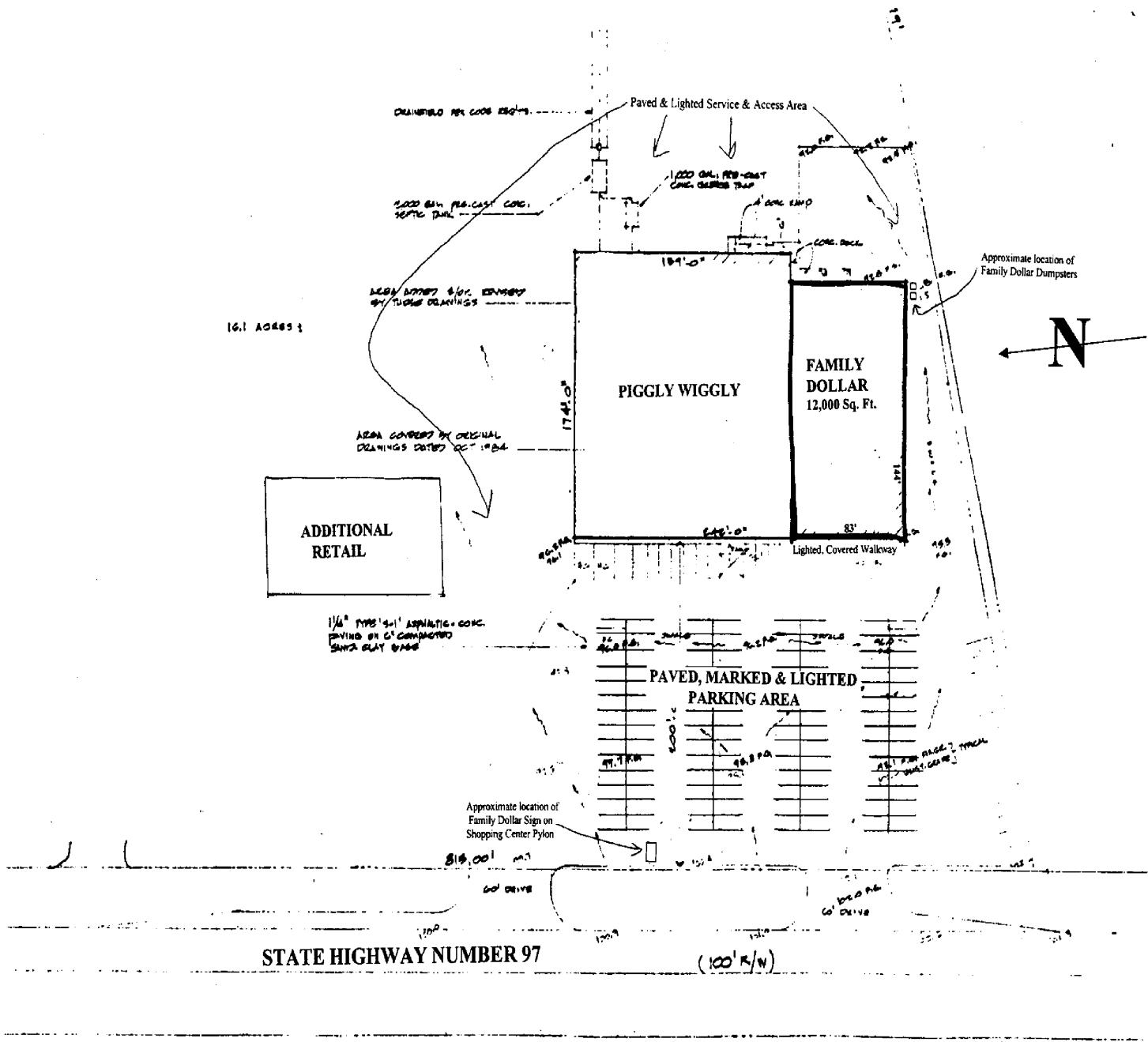
WITNESS my hand and notarial seal this the 14th day of June, 2001.

Christine R. Gaete
Christine R. Gaete
Notary Public

NOTARY Commission Expires:
10/27/2003

PUBLIC





OR BK 4747 PG1648
Escambia County, Florida
INSTRUMENT 2661-868475
RCD Aug 02, 2001 11:19 am
Escambia County, Florida

Ernie Lee Magaha
Clerk of the Circuit Court
INSTRUMENT 2001-868475

Prepared By and
When Recorded Return to:
WILLIAM H. MITCHEM
Beggs & Lane, RLLP
Post Office Box 12950
501 Commendencia Street
Pensacola, Florida 32591
(850) 432-2451
Florida Bar No.: 187836

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

Between:

**Wiggins Investments, LLC,
a Florida limited liability company**

as "Mortgagor"

and

**WHITNEY BANK a Mississippi state chartered bank
doing business as HANCOCK BANK,**

as "Mortgagee"

Loan Amount: \$300.000.00

Date: March 5, 2015

**Mortgagor's FEIN: 26-0539897
Mortgagor's Organizational ID No.: L07000064652**

**FLORIDA DOCUMENTARY STAMP TAXES IN THE AMOUNT OF \$1,050.00 AND FLORIDA NON-
RECURRING INTANGIBLE TAXES IN THE AMOUNT OF \$600.00 ARE BEING PAID UPON
RECORDATION OF THIS MORTGAGE IN THE PUBLIC RECORDS OF ESCAMBIA COUNTY,
FLORIDA.**

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

THIS MORTGAGE, SECURITY AGREEMENT, FINANCING STATEMENT AND ASSIGNMENT OF RENTS (as the same be amended, modified, restated, renewed, supplemented, increased or spread at any time or from time to time, the "Mortgage") is executed as of the 5th day of March, 2015, by Wiggins Investments, LLC, a Florida limited liability company, having an address of 11204 Highway 97, Walnut Hill, FL 32568 (whether one or more, the "Mortgagor" and, if more than one, the expression "Mortgagor" shall mean all mortgagors and each of them jointly and severally), to Whitney Bank, a Mississippi state chartered bank doing business as Hancock Bank, having an address of 101 W. Garden Street, Pensacola, Florida 32502 (together with any holder or holders of all or any part of the Secured Indebtedness (as defined below), the "Mortgagee").

**ARTICLE ONE
DEFINITIONS**

The following terms shall have the following meanings, unless the context clearly requires otherwise:

"Access Laws" shall mean the Americans with Disabilities Act of 1990 (42 U.S.C. §§ 12101, *et seq.*), as amended from time to time, the Fair Housing Amendments Act of 1988 (42 U.S.C. §§ 3601, *et seq.*), as amended from time to time, and all other federal, state or local laws, statutes, ordinances, rules, regulations, and orders relative to handicapped access.

"Affiliate" shall mean with respect to any Person, (i) any other Person which directly or indirectly through one or more intermediaries controls, or is controlled by, or is under common control with, (1) such Person or (2) any general partner of such Person; (ii) any other Person 5% or more of the equity interest of which is held beneficially or of record by (1) such Person or (2) any general partner of such Person, and (iii) any general or limited partner or member of (1) such Person or (2) any general partner of such Person. "Control" means the possession, directly or indirectly, of the power to cause the direction of the management of a Person, whether through voting securities, by contract, family relationship or otherwise.

"Bank" as used herein refers to Whitney Bank, a Mississippi state chartered bank as doing business as Hancock Bank through its locations in Mississippi, Alabama and Florida and doing business as Whitney Bank through its locations in Louisiana and Texas.

"Blocked Persons List" shall mean the list of Specially Designated Nationals and Blocked Persons generated and maintained by OFAC, as it exists from time to time or at any time, together with any and all amendments or replacements thereto or thereof.

"Code" shall mean the Florida Uniform Commercial Code, as amended from time to time, Chapters 671 through 680, *Florida Statutes*.

"Environmental Law" shall mean any federal, state or local law, statute, ordinance, or regulation pertaining to health, industrial hygiene, or the environmental conditions on, under or about the Mortgaged Property, including but not limited to, the Comprehensive Environmental Response, Compensation, and Liability Act of 1980 (42 U.S.C. §§ 9601 *et seq.*) ("CERCLA"), as amended from time to time, including without limitation, the Superfund Amendments and Reauthorization Act ("SARA"), and the Resource Conservation and Recovery Act of 1976 (42 U.S.C. Sections 6901, *et seq.*) ("RCRA"), as amended from time to time.

"Event of Default" shall have the meaning ascribed to said term in Section 5.01 hereof.

"Executive Order 13224" shall mean Executive Order No. 13224, 66 Fed. Reg. 49709 (Sept. 25, 2001), as well as any supplement, amendment or replacement thereto or thereof.

"Fiscal Year" shall mean each of the Mortgagor's fiscal years, ending on December 31st of each calendar year.

"Force Majeure Event" shall mean any act of God, act of war, enemy action, civil disturbance, strike or labor lockout, or failure or inability to secure materials by reason of priority or similar regulation or order of any governmental authority.

"GAAP" shall mean Generally Accepted Accounting Principles and procedures of accounting in the United States of America, applied on a consistent basis and as are applicable in the circumstances as of the date of any report required herein or as of the date of an application of such principles as required herein.

"Hazardous Substance" shall mean one or more of the following substances: (i) those substances included within the definitions of "hazardous substances," "hazardous materials," "toxic substances," or "solid waste" in CERCLA, SARA, RCRA, the Toxic Substances Control Act, Federal Insecticide, Fungicide, and Rodenticide Act, and the Hazardous Materials Transportation Act (49 U.S.C. Sections 1801 *et seq.*), and in the regulations promulgated pursuant to said laws; (ii) those substances listed in the United States Department of Transportation Table (49 CFR 172.101 and amendments thereto) or by the Environmental Protection Agency (or any successor agency) as hazardous substances (40 CFR Part 302 and amendments thereto); (iii) such other substances, materials and wastes which are or become regulated under applicable local, state or federal law, or the United States government, or which are classified as hazardous or toxic under federal, state, or local laws or regulations; and (iv) any material, waste or substance which is: (a) asbestos; (b) polychlorinated biphenyls; (c) designated as a "hazardous substance" pursuant to Section 311 of the Clean Water Act, 33 U.S.C. Sections 1251 *et seq.* (33 U.S.C. §1321) or listed pursuant to Section 307 of the Clean Water Act (33 U.S.C. §1317); (d) petroleum or petroleum distillate; (e) explosives; (f) radioactive materials; or (g) lead based paint.

"Improvements" shall mean all buildings, structures and improvements now or in the future on the Land regardless of whether physically affixed thereto or severed or capable of severance therefrom.

"Interest Rate Protection Agreement" shall mean any agreement between Mortgagor and Mortgagee or any Affiliate of Mortgagee now existing or hereafter entered into, which provides for an interest rate, currency, equity, credit or commodity swap, cap, floor or collar, spot or forward foreign exchange transaction, cross currency rate swap, currency option, any combination of, or option with respect to, any of the foregoing or any similar transactions, for the purpose of hedging Mortgagor's exposure to fluctuations in interest rates, exchange rates, currency, stock, portfolio or loan valuations or commodity prices (including any such or similar agreement or transaction entered into by Mortgagee or any Affiliate thereof in connection with any other agreement or transaction between Mortgagor and Mortgagee or any Affiliate thereof).

"Land" shall mean the tract of real property described upon Exhibit "A" attached hereto.

"Leases" shall mean all present and future leases and agreements, written or oral, for the use or occupancy of any portion of the Mortgaged Property, and any renewals, extensions or substitutions thereof and any and all subleases thereunder.

"Loan Agreement" shall mean that certain Commercial Business Loan Agreement for Term Loans and Lines of Credit between Mortgagee and Mortgagor, dated the same date as this Mortgage, which governs the disbursement of the proceeds of the indebtedness evidenced by the Note, as provided therein, as the same may be amended, modified, restated, supplemented or renewed at any time or from time to time.

"Loan Documents" shall mean the Note, the Loan Agreement, and this Mortgage, together with all documents, agreements, certificates, affidavits, loan agreements, security agreements, mortgages, collateral pledge agreements, assignments and contracts representing, evidencing or securing any or all of the Secured Indebtedness or executed in connection therewith, now or at any time, as the same may be amended, modified, restated, renewed or supplemented at any time or from time to time.

"Mortgaged Property" shall mean: (i) the Land and (a) the Improvements; (b) all estates, interests, licenses, rights and titles of Mortgagor in and to or benefiting the Land; (c) all easements, rights-of-way, estates, interests, rights and titles, if any, all streets, ways, alleys, passages, sewer rights, all of Mortgagor's right, title and interest in and to all plans and specifications, options, governmental approvals, permits, development rights, impact fee credits of any kind, water and sewer taps and sewer tap credits, and all other appurtenances whatsoever, in any

way belonging, relating or appertaining to the Land including all present or future roads and sidewalks, in front of, or adjoining, the Land, and in and to any strips or gores of real estate adjoining the Land; (d) all passages, waters, water rights, water courses, riparian rights, other rights appurtenant to the Land including all mineral, oil and gas rights appurtenant to said Land, as well as any after-acquired title, franchises or licenses, and the reversions and remainders thereof; and (e) all estates, easements, concessions, interests, rights and titles appurtenant or incident to the foregoing; and (f) the Personal Property; and (g) all other estates, easements, interests, rights and titles which Mortgagor now has, or at any time hereafter acquires, in and to the Land, the Improvements, the Personal Property, and all property which is used or useful in connection therewith, including without limitation (i) all proceeds payable in lieu of or as compensation for loss or damage to any of the foregoing; (ii) all awards for a taking or for degradation of value in any eminent domain proceeding involving any of the foregoing; and (iii) the proceeds of any and all insurance (including without limitation, title insurance) covering the Land, the Improvements, the Personal Property, and any of the foregoing.

"Note" shall mean Mortgagor's Commercial Note, dated the same date as this Mortgage in the principal amount of \$300,000.00, payable to the order of Mortgagee, and providing a final maturity date of March 5, 2015 as the same may be amended, modified, restated, supplemented, renewed, decreased, increased or replaced at any time or from time to time.

"Obligor" shall mean Mortgagor, any guarantor, surety, endorser, partner in Mortgagor (if a partnership or joint venture) or other party directly or indirectly obligated, primarily or secondarily, for any portion of the Secured Indebtedness.

"Obligations" shall mean (i) any and all of the indebtedness, liabilities, covenants, promises, agreements, terms, conditions, and other obligations of every nature whatsoever, whether joint or several, direct or indirect, absolute or contingent, liquidated or unliquidated, of Mortgagor or any other Obligor to Mortgagee, evidenced by, secured by, under and as set forth in the Note, this Mortgage and the other Loan Documents; (ii) any and all other indebtedness, liabilities and obligations of every nature whatsoever (whether or not otherwise secured or to be secured) of Mortgagor or any other Obligor (whether as maker, endorser, surety, guarantor or otherwise) to Mortgagee or any of Mortgagee's Affiliates, whether now existing or hereafter created or arising or now owned or howsoever hereafter acquired by Mortgagee or any of Mortgagee's Affiliates, whether such indebtedness, liabilities and obligations are or will be joint or several, direct or indirect, absolute or contingent, liquidated or unliquidated, matured or unmatured; (iii) any and all future advances under this Mortgage; (iv) any and all of the indebtedness, liabilities, covenants, promises, agreements, terms, conditions, and other obligations of any nature whatsoever, whether joint or several, direct or indirect, absolute or contingent, liquidated or unliquidated, of Mortgagor or any other Obligor to Mortgagee or any of Mortgagee's Affiliates under any Interest Rate Protection Agreements, including, without limitation, any and all unpaid accrued payments due Mortgagee or any of Mortgagee's Affiliates, under any Interest Rate Protection Agreement, and/or the present value of future benefits lost by Mortgagee's or any of Mortgagee's Affiliates' nonreceipt of future payments in excess of corresponding future liabilities under any Interest Rate Protection Agreement; (v) any advances that Mortgagee may make to preserve or protect the Mortgaged Property or Mortgagee's interest therein; and (vi) all expenses and costs, including without limitation attorneys' fees, incurred by Mortgagee in the preparation, execution, or enforcement of any document relating to any of the foregoing.

"OFAC" shall mean the Office of Foreign Assets Control of the United States Treasury Department or any successor.

"Organizational Documents" shall mean, as to any Person which is not a natural person, the documents and/or instruments creating and/or governing the formation or operation of such Person, including without limitation such documents required to be filed with any governmental authority having jurisdiction over the creation or formation of such Person and including without limitation, articles of incorporation, bylaws, shareholder agreements, voting trust agreements, articles of organization, operating agreements, management agreements, certificates of limited partnership, partnership agreements, statements of qualification, trust agreements or indentures or other agreements or instruments as appropriate for such Person.

"Patriot Act" shall mean the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001, as amended at any time or from time to time.

"Permitted Exceptions" shall mean the exceptions to title described upon Exhibit "B" attached hereto.

"Person" shall mean any individual, corporation, limited liability company, partnership, joint venture, association, joint stock company, trust, unincorporated organization, government or any agency or political subdivision thereof, or any other form of entity.

"Personal Property" shall mean the following, now owned or hereafter acquired by Mortgagor, and all accessories, attachments, additions, replacements, substitutes, products, proceeds, and accessions thereto or thereof: (i) all Rents and Leases; (ii) all other income or revenues of any kind now or hereafter derived from the operation of the Land and/or the Improvements, including without limitation overnight or other room rental charges, service fees and charges, and other fees for the use of all or any portion of the Mortgaged Property or any facilities thereon, or services provided thereon or therein, (iii) all general intangibles relating to the development or use of the Land and/or Improvements, including but not limited to all governmental permits relating to construction on the Land and/or, all names under or by which the Land and/or Improvements may at any time be operated or known, and all rights to carry on the business under any such names or any variant thereof, and all trademarks and goodwill in any way relating to the Land and/or Improvements; (iv) all water rights relating to the Land and/or Improvements that is owned by Mortgagor in common with others, and all documents of membership in any owners' or members' association or similar group having responsibility for managing or operating any part of the Land and/or Improvements; (v) all insurance proceeds, surveys, plans and specifications, drawings, permits, warranties, guaranties, deposits, prepaid expenses, contract rights, and general intangibles now, or hereafter related to, any of the Land and/or Improvements; and (vi) all proceeds and claims arising on account of any damage to or taking of the Land and/or Improvements or any part thereof, and all causes of action and recovery for any loss or diminution in the value of the Land and/or Improvements and all rights of the Mortgagor under any policy or policies of insurance covering the Land and/or Improvements or any Rents relating to the Land and all proceeds, loss payments and premium refunds which may become payable with respect to such insurance policies.

"Prohibited Person" shall mean a Person who at any time: (i) is listed in the Annex to Executive Order 13224, (ii) listed on the Blocked Persons List; (iii) is a Person with whom Mortgagee is prohibited from doing business or entering into any transaction with pursuant to any law, regulation or order relating to terrorism or money laundering, including without limitation Executive Order 13224; or (iv) is an Affiliate of, or is controlled by, any Person described in clauses (i), (ii) and (iii) preceding.

"Rents" shall mean the rents, income, receipts, revenues, issues and profits now due or which may become due or to which Mortgagor may now or hereafter become entitled or may demand or claim, arising or issuing from or out of the Leases or from or out of the Mortgaged Property, or any part thereof, including, without limitation, minimum rents, additional rents, percentage rents, common area maintenance charges, parking charges (including monthly rental for parking spaces), tax and insurance premium contributions, and liquidated damages following default, premiums payable by any lessee upon the exercise of any cancellation privilege provided for in any of the Leases, and all proceeds payable under any policy of insurance covering the loss of rent resulting from destruction or damage to the Mortgaged Property which renders the Mortgaged Property unfit for occupancy by a tenant, together with any and all rights and claims of any kind which Mortgagor may have against any lessee or against any other occupants of the Mortgaged Property.

"Secured Indebtedness" shall mean: (i) all principal, interest, late charges, fees, premiums, expenses, obligations and liabilities of Mortgagor to Mortgagee arising pursuant to or evidenced or represented by the Note; (ii) all indebtednesses, liabilities, and obligations arising under this Mortgage or under any other Loan Documents, including without limitation the Loan Agreement; (iii) all Obligations; and (iv) any and all renewals, increases, extensions, modifications, rearrangements, or restatements of the Note or all or any part of the loans, advances, future advances, indebtednesses, liabilities, and obligations described or referred to herein together with all costs, expenses, and attorneys' fees incurred in connection with the enforcement or collection thereof.

ARTICLE TWO GRANT; WARRANTY OF TITLE

For good and valuable consideration, including the loan evidenced by and made pursuant to the Loan Agreement and the Note, and in order to secure the Secured Indebtedness, Mortgagor does hereby **GRANT, BARGAIN, SELL, TRANSFER, ASSIGN, MORTGAGE, AND CONVEY** unto Mortgagee, and Mortgagee's successors and assigns, the Mortgaged Property, subject to the Permitted Exceptions, **TO HAVE AND TO HOLD** the Mortgaged Property, together with all and singular the rights, hereditaments, and appurtenances thereto, for the use and benefit of Mortgagee. Mortgagor for Mortgagor and Mortgagor's successors, hereby agrees to warrant and forever defend, all and singular, good and marketable unencumbered fee simple title to the Mortgaged Property unto Mortgagee, and Mortgagee's successors or assigns, forever, against every person whomsoever lawfully claiming, or to claim, the same or any part thereof, *subject, however, to the Permitted Exceptions*. The foregoing warranty of title shall survive the foreclosure of this Mortgage and shall inure to the benefit of and be enforceable by any person who may acquire title to the Mortgaged Property pursuant to such foreclosure.

ARTICLE THREE REPRESENTATIONS AND WARRANTIES AND COVENANTS

3.01 **Representations and Warranties.** Mortgagor represents and warrants to Mortgagee as follows:

- (a) *Authority, etc.* Mortgagor is a limited liability company duly formed, validly existing and in good standing under the laws of its state of organization and its Organizational Documents and is duly qualified to transact business within the State of Florida; Mortgagor has all requisite power and authority to own, lease and operate its properties, including without limitation the Mortgaged Property; Mortgagor has full and lawful authority and power to execute, acknowledge, deliver, and perform this Mortgage and the other Loan Documents and the Loan Documents constitute the legal, valid, and binding obligations of Mortgagor and any other party thereto, enforceable against Mortgagor and such other parties in accordance with their respective terms, except as limited by bankruptcy, insolvency, reorganization, moratorium or similar laws of general application affecting creditors' rights generally; and neither the execution and delivery of the Loan Documents, nor performance of or compliance with the terms thereof, will contravene or conflict with any law, statute or regulation to which Mortgagor is subject or any judgment, license, order or permit applicable to Mortgagor or any Organizational Document, indenture, mortgage, agreement or other instrument to which Mortgagor is a party or by which Mortgagor or the Mortgaged Property may be bound or subject.
- (b) *Mortgagor's Location.* Mortgagor's principal place of business, chief executive office, location of its account records, mailing address and address for notices hereunder is set forth in the preamble hereof.
- (c) *Title.* Mortgagor is the owner of good and marketable title to the Mortgaged Property, subject only to the Permitted Exceptions; Mortgagor has not previously sold, assigned, transferred or granted a lien or encumbrance in, and no liens or encumbrances exist in, the Mortgaged Property, or any part thereof.
- (d) *Access.* The Mortgaged Property has full and free access to and from publicly dedicated streets and utilities' services and connections as are necessary for the occupancy and operation thereof.
- (e) *Conflicts.* Neither the execution and delivery of the Loan Documents, nor consummation of any of the transactions therein contemplated, nor compliance with the terms and provisions thereof, will contravene or conflict with any provision of law, statute or regulation to which Mortgagor is subject or any judgment, license, order or permit applicable to Mortgagor or any indenture, mortgage, deed of trust, agreement or other instrument to which Mortgagor is a party or by which Mortgagor or the Mortgaged Property may be bound, or to which Mortgagor or the Mortgaged Property may be subject.
- (f) *Information Provided.* All reports, statements, financial statements, cost estimates and other data, furnished by or on behalf of Mortgagor or any other Obligor including, without limitation, any maps of survey, plans and specifications, and commitments for title insurance are true and correct in all material respects.

(g) *Defaults.* No event has occurred and is continuing which constitutes an Event of Default or would, with the lapse of time or giving of notice or both, constitute an Event of Default.

(h) *Taxes.* All taxes, assessments and other charges levied against the Mortgaged Property and currently payable have been paid in full.

(i) *Leases.* Mortgagor has duly and punctually performed all and singular its obligations under any existing Leases up to the date hereof and, to Mortgagor's knowledge, no default currently exists under any such existing Lease.

(j) *Commercial Loan.* The Secured Indebtedness constitutes a contract under which credit is extended for business, commercial, investment, or other similar purpose, and is not for personal, family, household or agricultural use.

(k) *No Casualty.* The Mortgaged Property is not now damaged or injured as a result of any casualty.

(l) *Priority of Security Interest.* The security interests created pursuant to the terms of this Mortgage and the other Loan Documents (to the extent that they create security interests) are valid and subsisting security interests constituting first priority security interests in and to the collateral identified therein, subject to the Permitted Exceptions, all as more fully provided in the Loan Documents.

(m) *Zoning.* The Mortgaged Property is shown on the applicable zoning map as being zoned for a classification that permits the use of the Improvements and, except as expressly disclosed to Mortgagee in writing as of the date hereof, there are no conditional governmental permits relating to the use of the Mortgaged Property or any such Improvements.

(n) *Permits.* Except as expressly disclosed to Mortgagee in writing as of the date hereof, Mortgagor has obtained, and paid the fees for, all governmental permits and licenses necessary for the use and operation of the Mortgaged Property.

(o) *Compliance with Governmental Regulations.* There are no material violations of governmental laws or regulations that pertain to the Mortgaged Property, and the existing Improvements do not violate any applicable building, fire or zoning codes or regulations of any governmental agencies having jurisdiction thereof or any restrictive covenants applicable thereto.

(p) *No Adverse Change.* There has been no material adverse change in the financial condition of the Mortgagor or any Obligor since the date of application for the loan evidenced by the Note, nor has any portion of the Mortgaged Property been taken by eminent domain or condemned.

(q) *No Possessory Interests.* Except for tenants under written Leases approved by Mortgagee, no Person has any possessory interest in the Mortgaged Property or right to occupy any portion thereof.

(r) *Legal Proceedings.* There are no claims, suits or other legal proceedings, pending or, to the actual knowledge of Mortgagor, on the date hereof, threatened against Mortgagor before any court or tribunal, which, if adversely determined, could (1) result in a judgment in money damages, or a fine or penalty against Mortgagor or the Mortgaged Property, (2) impair Mortgagor's ability to perform its obligations under the Loan Documents, (3) impair Mortgagor's ability to use or occupy any Improvements, or (4) reduce Mortgagor's income.

(s) *Utilities.* All utilities required by law or required for use and operation of the Mortgaged Property are available in sufficient capacity to meet the needs of the Improvements, and all lines for such utilities run either from publicly dedicated streets or, in the event they run through or over private property, there exist properly recorded easements which run with the land within which same run.

(t) *Access Laws.* The Improvements are in compliance with all Access Laws applicable to the Mortgaged Property and access therefrom is available from publicly dedicated streets or, in the event such access is gained through or over private property, there presently exist properly recorded easements that run with the Land.

(u) *Bankruptcy.* There are no actions, whether voluntary or involuntary, pending or threatened under the United States Bankruptcy Code in which Mortgagor or any Obligor is a "debtor".

(v) *Financial and Other Information.* All financial information furnished to Mortgagee with respect to Mortgagor, any guarantor, or the Mortgaged Property (a) is complete and correct in all material respects, (b) accurately presents the financial condition of such Persons as of the respective dates thereof and (c) has been prepared in accordance with GAAP or in accordance with such other principles or methods as are reasonably acceptable to Mortgagee. All other documents and information furnished to Mortgagee with respect to such Persons are correct in all material respects and complete insofar as completeness is necessary to give Mortgagee an accurate knowledge of their subject matter. Such Persons have no material liability or contingent liability not disclosed to Mortgagee in writing and there is no material lien, claim, charge or other right of others of any kind (including liens or retained security titles of conditional vendors) on any property of such Persons not disclosed in such financial statements or otherwise disclosed to Mortgagee in writing.

(w) *Patriot Act.* No Obligor is a Prohibited Person and each Obligor is in full compliance with all applicable, orders, rules, or regulations promulgated under or in connection with Executive Order 13224 and/or the Patriot Act.

(x) *Tax Liability.* Mortgagor has filed all required federal, state and local tax returns and has paid all taxes due (including interest and penalties, but subject to lawful extensions disclosed to Mortgagee in writing) other than taxes being promptly and actively contested in good faith and by appropriate proceedings. Mortgagor is maintaining adequate reserves for tax liabilities (including contested liabilities) in accordance with generally accepted accounting principles or in accordance with such other principles or methods as are reasonably acceptable to Mortgagee.

3.02 *Covenants.* So long as this Mortgage shall remain in effect, Mortgagor covenants and agrees with Mortgagee as follows:

(a) *Payment of Obligations.* Mortgagor shall pay as and when due all amounts owing on the Obligations, including without limitation the Secured Indebtedness.

(b) *Other Loan Documents.* Mortgagor shall perform all covenants, agreements and undertakings required of Mortgagor under the other Loan Documents, as and when required thereunder.

(c) *Taxes.* Mortgagor shall pay, prior to delinquency, all taxes and assessments as to any of the Mortgaged Property, and shall furnish to Mortgagee (not later than ten (10) days prior to the date upon which such taxes or assessments would become delinquent) evidence satisfactory to Mortgagee of the timely payment of such taxes and assessments, *provided, however,* Mortgagor shall not be required to pay any such tax or assessment if and so long as the amount, applicability or validity thereof is being contested in good faith by appropriate legal proceedings and a bond has been posted in form and substance acceptable to Mortgagee, or if acceptable to Mortgagee in the alternative, appropriate cash reserves therefor have been deposited with Mortgagee, in each case, in an amount equal to the amount being contested plus a reasonable additional sum as determined by Mortgagee to cover costs, legal fees and expenses, interest and penalties.

(d) *Insurance.*

(i) *Type and Amounts.* Mortgagor shall maintain or cause to be maintained, to promptly pay, on or before the same becoming due, all premiums relative to, shall provide Mortgagee with evidence of such coverages as Mortgagee shall require with respect to, and shall name Mortgagee as an additional insured, loss payee and/or mortgagee, as appropriate, under, the following policies of insurance as and when required below, which must be carried with insurers approved by and acceptable to Mortgagee, in its sole discretion: (i) an "all risk" policy of insurance insuring against loss or damage by fire, casualty and other hazards as now are or subsequently may be covered by an "all risk" policy of insurance including, without limitation, riot and civil commotion, vandalism, malicious mischief, burglary and theft, lightning, hail, windstorm, and explosion; (ii) comprehensive general public liability insurance covering occurrences

that may arise in the Mortgaged Property, including broad form property damage, blanket contractual and personal injuries (including death resulting therefrom), and containing minimum limits of \$1,000,000.00 per occurrence and \$2,000,000.00 in the aggregate; (iii) workers' compensation insurance sufficient to meet all statutory requirements, as may be amended from time to time; (iv) if any of the Mortgaged Property is located in an area designated as a special flood hazard area, insurance against flood hazards in the maximum amounts available under the National Flood Insurance Program; (v) insurance covering loss of rents and/or business interruption with respect to the Mortgaged Property in an amount equal to the aggregate annual amount of all rentals or other income derived from the operation of the Mortgaged Property for a period of not less than one (1) year from the date of casualty; and (vi) such other coverages as Mortgagee may from time to time or at any time require. All policies of insurance required hereunder shall be satisfactory in form and substance to Mortgagee and shall be approved by Mortgagee as to amounts, form, risk coverage, deductibles, loss payees and insureds.

(ii) Requirements as to Policies. All policies of insurance required hereunder are (1) to be issued by companies approved by Mortgagee and either licensed to transact business in the State of Florida, or obtained through a duly authorized surplus line insurance agent or otherwise in conformity with the laws of such state, with a claims paying ability rating of "A" or better by Standard & Poor's Ratings Group or a rating of "A" better in the current Best's Insurance Reports, (2) to contain the standard New York mortgagee non-contribution clause naming Mortgagee as the Person to which all payments made by such insurer shall be paid, (3) to be maintained so long as the Secured Indebtedness remains unpaid without cost to Mortgagee, and (4) to provide that Mortgagee shall receive at least thirty (30) days prior written notice of any modification, termination or cancellation.

(iii) Delivery of Policies. Mortgagor shall cause the originals or duplicate originals of each policy required hereunder to be delivered to Mortgagee.

(iv) Payment of Premiums. Mortgagor shall pay, or cause to be paid, all insurance premiums at least thirty (30) days before such premiums become due and shall furnish Mortgagee satisfactory proof of such timely payments and shall deliver all renewal policies to Mortgagee at least thirty (30) days prior to the expiration of each expiring policy.

(v) Review of Values. Upon the written request of Mortgagee, Mortgagor shall increase the amount of insurance covering the Mortgaged Property to its then full insurable value.

(e) Notice of Casualty. Mortgagor shall immediately deliver written notice to Mortgagee of any casualty loss affecting the Mortgaged Property that would cost more than \$25,000.00 to repair or replace.

(f) Compliance with Laws. Mortgagor shall comply with all governmental laws, ordinances, rules, and regulations applicable to the Mortgaged Property and its ownership, use, and operation, and shall comply with all, and not violate any, easements, restrictions, agreements, covenants, and conditions with respect to or affecting the Mortgaged Property, or any part thereof.

(g) Condition of Mortgaged Property. Mortgagor shall maintain, preserve, and keep the Mortgaged Property in good repair and condition at all times and from time to time. Mortgagor shall not permit, commit or suffer any waste, impairment or deterioration of the Mortgaged Property or of any part thereof. Except as otherwise provided in this Mortgage, no part of the Improvements shall be removed, demolished or altered, without the prior written consent of Mortgagee. Mortgagor shall have the right, without such consent, to remove and dispose of free from the lien of this Mortgage any part of the Improvements as from time to time may become worn out or obsolete, provided that such Improvements shall be replaced with other Improvements of equal utility and of a value at least equal to that of the replaced Improvements.

(h) Payments for Labor and Materials. Mortgagor shall pay promptly all bills for labor, materials and equipment incurred in connection with the Mortgaged Property, and shall never permit to be fixed against the Mortgaged Property, or any part thereof, any lien, even though inferior to the liens and security interests hereof, for any such bill which may be legally due and payable; *provided, however,* Mortgagor shall not be required to pay any such bill if the amount, applicability or validity thereof is being contested in good faith by appropriate legal

proceedings and Mortgagor has furnished to Mortgagee a bond in form and substance acceptable to Mortgagee with corporate surety satisfactory to Mortgagee, or other security satisfactory to Mortgagee, and sufficient such that the contested lien shall be transferred from the Mortgaged Property to such bond.

(i) *Further Assurances.* Mortgagor shall execute and deliver forthwith to Mortgagee, at any time and from time to time upon request by Mortgagee, any and all additional instruments (including, without limitation, deeds of trust, mortgages, security agreements, assignments, and financing statements) and further assurances, and to do all other acts and things at Mortgagor's expense, as may be necessary or proper, in Mortgagee's reasonable opinion, to effect the intent of these presents, to more fully evidence and to perfect, the rights, titles and Liens, herein created or intended to be created hereby and to protect the rights of Mortgagee hereunder.

(j) *Prohibition Against Liens.* Without the prior written consent of Mortgagee, Mortgagor shall not create, incur, permit or suffer to exist in respect of the Mortgaged Property, or any part thereof, any other or additional lien on a parity with or superior or inferior to the liens and security interests hereof; *provided, however*, if any such lien now or hereafter affects the Mortgaged Property or any part thereof, Mortgagor covenants to timely perform all covenants, agreements and obligations required to be performed under or pursuant to the terms of any instrument or agreement creating or giving rise to such lien.

(k) *Conveyance; Due On Sale.* Without the prior written consent of Mortgagee, in Mortgagee's sole and absolute discretion (*i.e.*, such consent may be withheld for any reason or for no reason whatsoever), Mortgagor shall not sell or otherwise alienate or dispose of (which shall include any installment sales contract or agreement for deed, lease-option agreement, ground lease, or lease under which the tenant does not occupy any portion of the Mortgaged Property) the Mortgaged Property, or any part thereof, nor shall it permit the sale, transfer, assignment, pledge, encumbrance, or other disposition of any interest in Mortgagor or the right to receive distributions or profits from Mortgagor or the Mortgaged Property, or the change in control in Mortgagor or any Person comprising Mortgagor that results in a material change in the identity of the Person(s) in control of such entity. The foregoing shall include, without limitation, any transfer of any portion of the Mortgaged Property into an entity formed by or for Mortgagor for "estate planning" or succession purposes. In the event of the violation of any of the foregoing, Mortgagee may, at its election, declare the entire Secured Indebtedness to be immediately due and payable, without notice to Mortgagor (which notice Mortgagor hereby expressly waives); and upon such declaration, the entire Secured Indebtedness shall be immediately due and payable, anything contained in any Loan Document to the contrary notwithstanding, and the Mortgagee shall have such options as are provided herein and the Loan Documents. Mortgagee shall not be required to demonstrate any actual impairment of its security in order to exercise such option. The provisions hereof shall be operative with respect to, and be binding upon, any Persons who shall acquire any part or interest in or encumbrance upon the Mortgaged Property, or any interest in the Mortgagor. Any waiver by the Mortgagee of the provisions hereof shall not be a waiver of the right of the Mortgagee in the future to insist upon strict compliance with the provisions hereof.

(l) *Financial Reporting.* Mortgagor shall deliver to Mortgagee, within sixty (60) days after the end of each of Mortgagor's Fiscal Years internally-prepared financial statements in form acceptable to, and as required by, Mortgagee, together with all supporting schedules, together with financial and other information relative to the Mortgaged Property to consist at a minimum of a balance sheet as of the end of each calendar year consistent with GAAP, or other standard acceptable to Mortgagee, applied on a consistent basis certified to Mortgagee by such certified public accountant. Additionally, Mortgagor shall provide to Mortgagee within thirty (30) days of the date of filing thereof, but not later than November 1 in any event, copies of its then current federal income tax returns together with all exhibits and schedules thereto. The financial statements shall include, among other things, detailed information regarding (i) any other Person in which Mortgagor is the majority owner and (ii) any Person in which Mortgagor is not the majority owner, but for which Mortgagor is directly or contingently liable on debts or obligations of any kind incurred by any such Person. All financial statements or records submitted to Mortgagee via electronic means, including, without limitation by facsimile, open internet communications or other telephonic or electronic methods, including, without limitation, documents in Tagged Image Format Files ("TIFF") or Portable Document Format ("PDF") shall be treated as originals, fully binding and with full legal force and effect and the parties waive any rights they may have to object to such treatment. The Mortgagee may rely on all such records in good faith as complete and accurate records produced or maintained by or on behalf of the party submitting such records.

(m) *Additional Reports and Information.* Mortgagor shall also deliver to Mortgagee, in form and substance reasonably satisfactory to Mortgagee and within ten (10) days of Mortgagee's request therefor from time to time, (a) copies of all financial statements and reports that Mortgagor sends to its shareholders (if Mortgagor is a corporation), its partners (if Mortgagor is a partnership or joint venture) or to its members (if Mortgagor is a limited liability company), (b) copies of all reports which are available for public inspection or which Mortgagor is required to file with any governmental authority, and (c) all other information relating to Mortgagor, the Mortgaged Property or the Secured Indebtedness reasonably required by Mortgagee from time to time.

(n) *Tax on Liens.* If at any time any law shall be enacted imposing or authorizing the imposition of any tax upon this Mortgage, or upon any rights, titles, liens, or security interests created hereby, or upon the Secured Indebtedness, or any part thereof, Mortgagor shall pay immediately all such taxes to the extent permitted by law; provided that, if it is unlawful for Mortgagor to pay such taxes, then Mortgagor shall, if Mortgagee so requires, prepay the Secured Indebtedness in full within sixty (60) days after demand therefor by Mortgagee.

(o) *Inspections.* During all business hours, Mortgagor shall allow any representative of Mortgagee to inspect the Mortgaged Property, and all books and records of Mortgagor, and to make and take away copies of such books and records. Mortgagor shall maintain complete and accurate books and records in accordance with good accounting practices.

(p) *Removal of Personality.* Mortgagor shall not cause or permit any of the Personal Property to be removed from Mortgaged Property, except items of Personal Property which have become obsolete or worn beyond practical use and which have been replaced by adequate substitutes having a value equal to, or greater than, the replaced items when new.

(q) *Expenses.* Mortgagor shall promptly pay and hold Mortgagee harmless from all appraisal fees, survey fees, recording fees, abstract fees, title policy fees, escrow fees, inspection fees, attorneys' fees, and all other costs of every kind incurred by Mortgagee in connection with the Secured Indebtedness, the collection thereof and the exercise by Mortgagee of its rights and remedies hereunder and under the other Loan Documents. Additionally, Mortgagor agrees to reimburse Mortgagee of the cost of periodic field examinations of the Mortgagor's books and records at such intervals as Mortgagee may require.

(r) *Mortgagee's Right to Make Certain Payments.* In the event Mortgagor fails to pay and/or discharge the taxes, assessments, liens, levies, liabilities, obligations and encumbrances, or fails to keep the Mortgaged Property insured or to deliver the policies, premiums paid or fails to repair the Mortgaged Property as herein agreed, Mortgagee is hereby authorized at its election to pay and/or discharge, the taxes, assessments, liens, levies, liabilities, obligations and encumbrances or any part thereof, to procure and pay for such insurance or to make and pay for such repairs, without any obligation on its part to determine the validity and/or necessity thereof, and without Mortgagee waiving or affecting any option, lien, equity or right under or by virtue of this Mortgage. The full amount of each and every such payment made by the Mortgagee shall be secured by this Mortgage and become immediately due and payable by Mortgagor and shall bear interest from date thereof until paid at the default rate set forth in the Note and together with such interest. Nothing herein contained shall be deemed as requiring Mortgagee to advance or spend monies for any of the purposes mentioned in this paragraph.

(s) *Obligations Under Personal Property; Governmental Approvals; and Contracts.* Mortgagor shall perform fully all obligations imposed upon Mortgagor by the agreements and instruments constituting part of the Personal Property (including, without limitation, the Leases), all governmental approvals, licenses or permits relative to the use and occupancy of the Improvements, and shall maintain and keep all of the foregoing in full force and effect.

(t) *Alterations.* Mortgagor shall make no material alterations in the Mortgaged Property, except as required by law or municipal ordinance, without Mortgagee's prior written consent.

(u) *Payment of Utilities* Mortgagor shall pay promptly all charges for utilities or services related to the Mortgaged Property.

(v) *Patriot Act Compliance.* Mortgagor shall not, and shall use commercially reasonable efforts to ensure that any other Obligor or Affiliate of Mortgagor or any such Obligor shall not: (i) conduct any business, or engage in any transaction or dealing, with any Prohibited Person, including without limitation knowingly making or receiving any contribution of funds, goods, or services, to or for the benefit of a Prohibited Person; or (ii) engage in or conspire to engage in any transaction that evades or avoids, or has the purpose of evading or avoiding, or attempts to violate, any of the prohibitions set forth in Executive Order 13224 or the Patriot Act. On request from time to time by Mortgagee, Mortgagor shall promptly deliver to Mortgagee any such certification or other evidence as Mortgagee shall reasonably require confirming that, to Mortgagor's knowledge, no violation of this subsection shall have occurred.

(w) *Forfeiture.* Mortgagor shall not commit, permit or suffer any act, omission or circumstance which would afford any federal, state or local government, or agency thereof, the right of forfeiture as against the Mortgaged Property or any part thereof or any monies paid in performance of the Obligations. In furtherance thereof, Mortgagor hereby agrees to, and does, indemnify, defend and hold Mortgagee harmless of, from and against any loss, damage or injury by reason of any such forfeiture as a result of Mortgagor's breach of the foregoing covenants.

(x) *Access Laws.* Mortgagor shall strictly comply at all times, to the extent required thereby, with all Access Laws.

(y) *Appraisals.* Mortgagor shall pay for and cooperate with Mortgagee in obtaining an appraisal of the Mortgaged Property when required by the regulations of the Federal Reserve Board or the Federal Deposit Insurance Corporation or any other governmental agency or regulator having jurisdiction over Mortgagee or at such other times as the Mortgagee may reasonably require. Such appraisals shall be performed by an independent third party appraiser selected by Mortgagee. The cost of such appraisals shall be paid by Mortgagor within ten (10) days of receiving an invoice therefor.

ARTICLE FOUR ENVIRONMENTAL MATTERS

4.01 Representations and Warranties. Mortgagor represents and warrants to Mortgagee as follows: (i) neither the Mortgaged Property nor the Mortgagor is in violation of or subject to any existing, pending or threatened investigation by any governmental authority under any Environmental Law; (ii) Mortgagor has not and is not required by any Environmental Law to obtain any permits or license to construct or use any improvements, fixtures or equipment forming a part of the Mortgaged Property; (iii) Mortgagor has made diligent inquiry into previous uses and ownership of the Mortgaged Property, and has determined that no Hazardous Substance has been disposed of or released on or to the Mortgaged Property; (iv) Mortgagor's prior, current and intended future use of the Mortgaged Property will not result in the disposal or release of any Hazardous Substance on or to the Mortgaged Property except as permitted by applicable law.

4.02 Environmental Matters. Mortgagor shall not use, generate, manufacture, store, release, discharge, or dispose of on, under, or about the Mortgaged Property or transport to or from the Mortgaged Property any Hazardous Substance or allow any other person or entity to do so except under conditions permitted by applicable laws (including all Environmental Laws). Mortgagor shall keep and maintain the Mortgaged Property in compliance with, and shall not cause or permit the Mortgaged Property to be in violation of, any Environmental Law. Mortgagor shall give prompt written notice to Mortgagee of: (i) any proceeding or inquiry by any governmental authority with respect to the presence of any Hazardous Substance on the Mortgaged Property or the migration thereof from or to other property; (ii) all claims made or threatened by any third party against Mortgagor or the Mortgaged Property relating to any loss or injury resulting from any Hazardous Substance; and (iii) Mortgagor's discovery of any occurrence or condition on any real property adjoining or in the vicinity of the Mortgaged Property that could cause the Mortgaged Property or any part thereof to be subject to any restrictions on the ownership, occupancy, transferability or use of the Mortgaged Property under any Environmental Law, or to be otherwise subject to any restrictions on the ownership, occupancy, transferability or use of the Mortgaged Property under any Environmental Law. Mortgagor shall provide to Mortgagee copies, contemporaneously with filing same, of all reports, inventories, notices or other forms filed or submitted to the Environmental Protection Agency, or any state or local agency having responsibility for overseeing or enforcing any Environmental Laws. In the event that

any investigation, site monitoring, containment, cleanup, removal, restoration or other remedial work of any kind or nature (the "Remedial Work") is reasonably necessary under any applicable local, state or federal law or regulation, any judicial order, or by any governmental entity because of, or in connection with, the current or future presence or release of a Hazardous Substance, Mortgagor shall within such period of time as may be required under any applicable law, regulation, order or agreement, commence and thereafter diligently prosecute to completion, all such Remedial Work. All Remedial Work shall be performed by competent contractors. All costs and expenses of such Remedial Work shall be paid by Mortgagor including, but not limited to, Mortgagee's reasonable attorneys' fees and costs incurred in connection with review of such Remedial Work. In the event Mortgagor shall fail to diligently prosecute to completion such Remedial Work, Mortgagee may, but shall not be required to, cause such Remedial Work to be performed and all costs and expenses thereof, or incurred in connection therewith, shall become part of the Secured Indebtedness.

4.03 Environmental Indemnity. Mortgagor shall protect, indemnify and hold harmless Mortgagee, its directors, officers, employees, agents, successors and assigns from and against any and all loss, damage, cost, expense or liability (including attorneys' fees and costs) directly or indirectly arising out of or attributable to the use, generation, manufacture, production, storage, release, threatened release, discharge, disposal, or presence of a Hazardous Substance on, under or about the Mortgaged Property whether known or unknown, fixed or contingent, occurring prior to the termination of this Mortgage, including, but not limited to: (i) all foreseeable consequential damages; and (ii) the costs of any required or necessary repair, cleanup or detoxification of the Mortgaged Property and the preparation and implementation of any closure, remedial or other required plans. This indemnity shall survive the release of the lien of this Mortgage, or the extinguishment of the lien by foreclosure or action in lieu thereof, and this covenant shall survive such release or extinguishment. These covenants and requirements shall be in addition to, and not in substitution of, any other covenants and requirements under any separate environmental indemnification executed in favor of Mortgagee in connection with the transactions evidenced by this Mortgage.

ARTICLE FIVE **EVENTS OF DEFAULT; WAIVERS; REMEDIES**

5.01 Events of Default. Any one or more of the following shall constitute an "Event of Default" hereunder:

(a) the failure to pay when due (i) any payment of principal and/or interest on the Secured Indebtedness or any other obligation of any Obligor to Mortgagee under the Note or any other Loan Document, whether a regularly scheduled payment, at maturity or by acceleration, or (ii) any taxes or assessments described in Section 3.02 of this Mortgage, or (iii) any insurance premiums required to keep the insurance coverage required by this Mortgage or any other Loan Document in full force and effect at any time, or (iv) any other monetary sum required to be paid pursuant to the terms of any other Loan Document or any instrument evidencing the Permitted Exceptions;

(b) a default which is not otherwise the subject of any other provision of this Article 5 shall occur in the performance of any of the covenants or agreements of any Obligor contained in the Note, Guaranty, the Loan Agreement, this Mortgage, any guaranty, or any other Loan Document and such default is not capable of being cured, or if capable of being cured shall continue uncured to the reasonable satisfaction of Mortgagee for a period of thirty (30) days after written notice thereof from Mortgagee to Mortgagor, or such other lesser or greater period of time, if any, with or without notice as specifically set forth in the applicable document or instrument;

(c) if any representation or warranty of any Obligor in any of this Mortgage, the other Loan Documents, any endorsement, any guaranty, or in any certificate or statement furnished at any time thereunder or in connection therewith proves to be untrue or misleading in any material respect when made or furnished;

(d) a default that remains uncured within the applicable grace or curative period, if any, shall occur under any other obligation, liability or indebtedness of any Obligor to any other party that, in the opinion of Mortgagee, causes a material adverse change in the financial condition of Mortgagor or any other Obligor;

(e) the commencement of a proceeding by or against any Obligor for dissolution or liquidation, the voluntary or involuntary termination or dissolution of any Obligor or the merger or consolidation of any Obligor with or into another entity;

(f) the insolvency of, the business failure of, the appointment of a custodian, trustee, liquidator or receiver for or for any of the property of, the assignment for the benefit of creditors by, or the filing of a petition under bankruptcy, insolvency or debtor's relief law or the filing of a petition for any adjustment of indebtedness, composition or extension by or against any Obligor or affecting the Mortgaged Property, and in the case of an involuntary bankruptcy or insolvency proceeding only, the same is not dismissed within sixty (60) days of the date of filing thereof;

(g) the death or legal incapacity of any Obligor who is a natural person;

(h) the failure of any Obligor to timely deliver financial statements, including tax returns, other statements of condition or other information, as required by the Loan Documents or as Mortgagee shall request from time to time;

(i) the entry of a judgment against any Obligor which Mortgagee deems to be of a material nature, in Mortgagee's sole discretion, which is not released or satisfied within ten (10) days of the entry thereof;

(j) the seizure or forfeiture of, or the issuance of any writ of possession, garnishment or attachment, or any turnover order for any property of any Obligor, including without limitation the Mortgaged Property;

(k) should Mortgagee's liens, mortgages or security interests, including without limitation this Mortgage, in any of the collateral for the Note, including without limitation the Mortgaged Property, become unenforceable, or cease to be first priority liens, mortgages or security interests;

(l) should any additional liens be granted upon the Mortgaged Property, or should a default occur under the terms of any agreement, declaration, indenture, mortgage or other security instrument that results in the creation of a lien or other security interest in the Mortgaged Property, whether such lien or security interest is superior or inferior in priority to this Mortgage;

(m) the determination by Mortgagee that a material adverse change has occurred in the financial condition of any Obligor;

(n) the failure of Mortgagor's business to comply with any law or regulation controlling its operation;

(o) condemnation or taking by eminent domain of all or any material part (as determined by Mortgagee in its sole discretion) of the Mortgaged Property; or

(p) should any notice provided for in Section 697.04 (or any successor statute), Florida Statutes, be filed of record for all or any part of the Mortgaged Property.

5.02 Remedies of Mortgagee. Upon the occurrence of any Event of Default, the Mortgagee may immediately do any one or more of the following:

(a) Declare the outstanding principal amount of the Note and the interest accrued thereon, and all other sums comprising the Secured Indebtedness, to be due and payable immediately, and upon such declaration such principal and interest and other sums shall immediately become due and payable without demand, notice or presentment for payment.

(b) Mortgagee may proceed by suit or suits at law or in equity or by any other appropriate proceeding or remedy (i) to enforce payment of the Note or the performance of any term hereof or any other right; (ii) to foreclose this Mortgage and to sell, as an entirety or in separate lots or parcels, the Mortgaged Property under the judgment or decree of the court or courts of competent jurisdiction; (iii) to collect all Rents, issues, profits, revenues, income, proceeds or other benefits from the Mortgaged Property pursuant to applicable law, and as further described in Section 7.04 of this Mortgage; (iv) without regard to the value, adequacy or occupancy of the Mortgaged Property, to seek appointment of a receiver; (v) to enter upon and take possession of the Mortgaged Property and to collect all Rents, issues, profits, revenues, income or other benefits thereof, and such receiver shall have all rights and powers permitted under law; (vi) to pursue any other remedy available to it, including, but not limited to, taking possession of the Mortgaged Property without notice or hearing to Mortgagor; (vii) to make repairs, alterations,

additions and improvements to the Mortgaged Property for the purpose of preserving it or its value; or (viii) to surrender all insurance policies. Mortgagee shall take action either by such proceedings or by the exercise of its power with respect to entry or taking possession, or both as Mortgagee may determine.

(c) Upon any foreclosure sale, Mortgagee may bid for and purchase the Mortgaged Property and, upon compliance with the terms of sale, may hold, retain and possess and dispose of the Mortgaged Property in its own absolute right without further accountability to any person or entity, including, but not limited to, other creditors of Mortgagor. Mortgagee may, if permitted by law, and after allowing for costs and expenses of the sale, compensation and other charges, in paying the purchase price, apply any portion of or all of the indebtedness and other sums due to Mortgagee under the Note, this Mortgage or any other instrument securing the Note, in lieu of cash, to the amount which shall, upon distribution of the net proceeds of such sale, be payable thereon. Mortgagee shall, unless precluded under applicable law from seeking a deficiency judgment against Mortgagor, be entitled to enforce payment from Mortgagor of all amounts then remaining due and unpaid and to recover judgment against Mortgagor or any other person liable for payment of the Obligations pursuant to the instruments evidencing the Obligations, for any portion thereof remaining unpaid, with interest at the "Default Rate" as provided in the Note.

(d) Mortgagee shall have the power and authority to institute and maintain any suits and proceedings as Mortgagee may deem advisable (i) to prevent any impairment of the Mortgaged Property by any acts which may be unlawful or any violation of this Mortgage, (ii) to preserve or protect its interest in the Mortgaged Property, and (iii) to restrain the enforcement of or compliance with any legislation or other governmental enactment, rule or order that may be unconstitutional or otherwise invalid, if the enforcement of or compliance with such enactment, rule or order might impair the security hereunder or be prejudicial to Mortgagee's interest.

(e) If Mortgagor has defaulted in its obligation to procure and maintain in full force and effect, the insurance as described in this Mortgage, or any other insurance required by any other Loan Document or by any applicable State or Federal regulation, then Mortgagee may, at its sole option, but Mortgagee shall not be required to, procure and maintain such insurance coverage for the Mortgaged Property as Mortgagee shall elect in its sole discretion ("Force Placed Insurance"). The sole beneficiary under any Force Placed Insurance policy shall be Mortgagee, and Mortgagor shall have no rights or benefits thereunder, including any right to collect proceeds of or benefits under any Force Placed Insurance policy following destruction of the Mortgaged Property, or any portion thereof. All amounts paid by Mortgagee for premiums for Force Placed Insurance on the Mortgaged Property shall be added to balance of the Obligations secured by this Mortgage and such amounts shall accrue interest at the "Default Rate" as provided in the Note.

(f) In the case of any receivership, insolvency, bankruptcy, reorganization, arrangement, adjustment, composition or other judicial proceedings affecting Mortgagor, the Mortgaged Property, any Obligor, or its property, then Mortgagee, to the extent permitted by law, shall be entitled to file such proofs of claim and other documents as may be necessary or advisable in order to have its claims allowed in such proceedings for the entire amount due and payable by Mortgagor for the Secured Indebtedness or under the Guaranty, as applicable, at the date of the institution of such proceedings, and for any additional amounts which may become due and payable by Mortgagor after such date.

(g) Pursue any and all remedies available under the Code, it being agreed that ten (10) days' notice as to the time, date and place of any proposed sale shall be reasonable.

(h) Exercise any and all rights or other remedies as contained in the other Loan Documents.

5.03 Waiver of Appraisement, Valuation, Stay, Marshaling, Extension and Redemption Laws. Mortgagor agrees to the fullest extent permitted by law, that upon the occurrence or continuation of an Event of Default, if Mortgagee has elected to enforce its remedies hereunder or at law, neither Mortgagor nor anyone claiming through or under it shall or will set up, claim or seek to take advantage of any appraisement, valuation, stay, extension or redemption laws now or hereafter in force, in order to prevent or hinder the enforcement or foreclosure of this Mortgage or the absolute sale of the Mortgaged Property of the final and absolute putting into possession thereof, immediately after such sale, of the purchasers thereat, and Mortgagor, for itself and all who may at any time claim through or under it, hereby waives, to the full extent that it may lawfully so do, the benefit of all

such laws, and any and all right to have the assets comprising the Mortgaged Property marshaled upon any foreclosure of the lien hereof, and agrees that Mortgagee or any court having jurisdiction to foreclose such lien may sell the Mortgaged Property in part or as an entirety.

5.04 Remedies Cumulative. The rights of Mortgagee and its successors and assigns hereunder or under any other Loan Document, shall be separate, distinct and cumulative of other powers and rights herein granted and all other rights which Mortgagee may have in law or equity, and none of them shall be in exclusion of the others; and all of them are cumulative to the remedies for collection of indebtedness, enforcement of rights under mortgages, and preservation of security as provided at law, and such remedies may be pursued by Mortgagee concurrently. No act of Mortgagee or its successors or assigns, shall be construed as an election to proceed under any one provision to the exclusion of any other provision, or an election of remedies to the bar of any other remedy allowed at law or in equity, anything herein or otherwise to the contrary notwithstanding. All remedies granted to Mortgagee shall be exercised as often as may be deemed appropriate by Mortgagee following the occurrence and continuation of any Event of Default.

ARTICLE SIX SECURITY AGREEMENT

6.01 Grant and Perfection of Security Interest. Mortgagor hereby transfers, assigns, delivers and grants to Mortgagee a security interest in and right of set-off against the Personal Property as security for payment of the Secured Indebtedness. Mortgagor hereby authorizes Mortgagee to file in each and every jurisdiction as Mortgagee shall determine one or more financing statements (or a photocopy of this Mortgage in substitution for a financing statement), continuation statements or amendments thereto as Mortgagee shall at any time or from time to time determine, and otherwise containing such information as is required or is permissible to be contained in a financing statement filed pursuant to Article 9 of the Code. Mortgagor shall have possession of the Personal Property, except to the extent otherwise expressly provided in this Mortgage or where Mortgagee elects, in its sole and absolute discretion, to perfect its security interest by possession in addition to or instead of filing of a financing statement. To the extent that any Personal Property is in the possession of a third party, Mortgagor agrees that it shall join with Mortgagee, and take such other steps as Mortgagee shall require, in notifying, but also hereby authorizes Mortgagee to directly notify without Mortgagor's joinder, the third party of Mortgagee's security interest and obtaining an acknowledgment in such form or forms as Mortgagee shall require from the third party that it is holding the Personal Property or such portion as is held by the third party for the benefit of the Mortgagee and subject to the security interest granted herein and the operation of this Mortgage. Mortgagor agrees that it shall join with Mortgagee, and take such other steps as Mortgagee shall require, in obtaining "control" of any Investment Property, Deposit Accounts, Letter of Credit Rights or Electronic Chattel Paper (as such terms are defined in the Code) forming any part of the Personal Property, with any agreements establishing control to be in form and substance satisfactory to Mortgagee.

6.02 Notice of Change in Location. Mortgagor covenants and agrees that in the event that the state of its "location," as used in the Code, shall change from its "location" existing as of the date hereof, Mortgagor shall notify Mortgagee in writing within fifteen (15) days thereof and shall further provide to Mortgagee the state of its location and shall take all such actions as are required in order to perfect or continue the perfection of Mortgagee's security interest in the Personal Property.

6.03 Assignment of Non-Code Personal Property. To the extent that any of the Personal Property is not subject to the Code, Mortgagor hereby assigns to Mortgagee all of Mortgagor's right, title, and interest in and to the Personal Property to secure the Secured Indebtedness, together with the right of set-off with regard to such Personal Property (or any part hereof). Release of the lien of this Mortgage shall automatically terminate this assignment to the extent that this Mortgage was the sole instrument evidencing said assignment.

ARTICLE SEVEN ASSIGNMENT OF RENTS

7.01 Assignment. Mortgagor does hereby grant, transfer and assign unto Mortgagee its rights under (i) the Leases; (ii) any and all guaranties of payment or performance of the obligations of any lessee under any Leases; and (iii) all Rents or issues from the Mortgaged Property; *provided, however,* that Mortgagee hereby grants to

Mortgagor a license to collect and receive all Rents, which license shall be revocable by notice from Mortgagee to Mortgagor at any time after the occurrence and during the continuation of an Event of Default.

7.02 Covenants Regarding Leases. With respect to the Leases from time to time or at any time existing, Mortgagor shall (i) appear in and defend any action or proceeding arising under, occurring out of, or in any manner connected with, the Leases, (ii) not receive or collect any Rents from any of the Leases for a period of more than one (1) month in advance, (iii) not waive, discount, set-off, compromise, or in any manner release or discharge any lessee, of and from any obligations, covenants, conditions and agreements by such lessee under its Lease, (iv) not terminate or consent to any surrender of any Lease, or modify or in any way alter the terms thereof, without the prior written consent of Mortgagee, and shall use all reasonable efforts to maintain each of the Leases in full force and effect during the term of this Mortgage, (v) not subordinate any Lease to any mortgage or other encumbrance (other than the lien of this Mortgage), and (vi) shall (A) obtain Mortgagee's approval as to the form and substance of each Lease or amendment thereto, (B) deliver to Mortgagee, true and complete copies of the Leases and any amendments thereto, (C) not enter into any oral leases or any side agreements with respect to a Lease with any lessee, except upon notice to and approval in writing by Mortgagee, (D) not execute any Lease except for actual occupancy by the lessee thereunder, and (E) from time to time upon request of Mortgagee, furnish to Mortgagee a written certification signed by Mortgagor describing all then existing Leases and the names of the tenants and Rents payable thereunder.

7.03 No Liability for Mortgagee. Mortgagee shall not be liable for any loss sustained by Mortgagor resulting from Mortgagee's failure to let the Mortgaged Property, or any part thereof, after an Event of Default or from any other act or omission of Mortgagee in managing the Mortgaged Property, or any part thereof. Mortgagee shall not be obligated to perform or discharge, any obligation, duty or liability under the Leases and Mortgagor shall indemnify Mortgagee for, and hold Mortgagee harmless from, any and all liability, loss or damage which may or might be incurred under the Leases, and from any and all claims and demands whatsoever which may be asserted against Mortgagee by reason of any alleged obligations or undertakings on its part to perform or discharge any of the terms, covenants or agreements contained in the Leases. Should Mortgagee incur any such liability under the Leases or in defense of any such claims or demands, the amount thereof, including costs, expenses and reasonable attorneys' fees shall be secured hereby and Mortgagor shall reimburse Mortgagee therefor immediately upon demand, and upon the failure of Mortgagor to do so Mortgagee may, at its option, declare the Secured Indebtedness immediately due and payable. It is further understood that the assignment evidenced by this Article Seven shall not operate to place responsibility upon Mortgagee for the control, care, management or repair of the Mortgaged Property, nor shall it operate to make Mortgagee responsible or liable for any waste committed on the Mortgaged Property by any person, or for any dangerous or defective condition on the Mortgaged Property, or for any negligence in the management, upkeep, repair or control of the Mortgaged Property resulting in loss or injury or death to any lessee, licensee, employee or other person.

7.04 Specific Remedies Under Assignment of Rents Upon Default or Event of Default. Upon the occurrence of any default or Event of Default under this Mortgage or any other Loan Document, Mortgagee may exercise any and all rights and remedies contained in this Mortgage and the other Loan Documents, and Mortgagee, without in any manner waiving such default, may at its sole option (a) without notice and without regard to the adequacy of the security for the indebtedness evidenced by the Loan Documents, either in person, by agent or by a receiver appointed by the court, enforce the assignment evidenced by this Mortgage and take possession of the Mortgaged Property and have, hold, manage, lease and operate the same on such terms and for such period of time as Mortgagee may deem proper, and, either with or without taking possession of said Mortgaged Property in its own name, and (b) to dispossess by summary proceedings any tenant defaulting in the payment of Rents to Mortgagee, and (c) to rent or lease the Mortgaged Property or any part thereof including renewals of Leases, and (d) make demand directly to tenants in occupancy or to Mortgagor or any other Obligor, or to all of them, at Mortgagee's sole election, or sue for or otherwise directly collect and receive all Rents of said Mortgaged Property directly from tenants in occupancy, including those past due and unpaid, with full power to make from time to time all alterations, renovations, repairs thereto or replacements thereof as may seem proper to Mortgagee, and to apply such Rents to the payment of (i) expenses of managing the Mortgaged Property, including, but not limited to, the salaries, fees and wages of a managing agent and such other employees as Mortgagee may deem necessary or desirable and all expenses of operating and maintaining the Mortgaged Property, including, but not limited to, all taxes, charges, claims, assessments, water rents, sewer rents and any other liens and premiums for insurance which Mortgagee may deem necessary or desirable, and the cost of all alterations, renovations, repairs or replacements, and all expenses

incident to taking and retaining possession of the Mortgaged Property which Mortgagee may deem necessary or desirable, and (ii) the Secured Indebtedness, together with all costs, attorneys' fees and paralegals' fees, in such order of priority as Mortgagee in its sole discretion may determine, notwithstanding any statute, law, custom or usage to the contrary. Nothing contained herein shall impair or affect any right or remedy which Mortgagee might now or hereafter have, but the remedies provided herein shall be in addition to any others which Mortgagee may have hereunder or under Florida law, including without limitation, the right to seek sequestration of Rents under Section 697.07, Florida Statutes (or any successor statute, and as amended from time to time). Exercise by Mortgagee of the options granted by this Mortgage and this Section 7.04, the collection of Rents, and the application thereof as herein provided, shall not be considered a waiver of any default by Mortgagor or any other Obligor hereunder or under the Loan Documents.

ARTICLE EIGHT MISCELLANEOUS

8.01 Reserve for Taxes and Insurance. Upon notification from Mortgagee, Mortgagor shall create a fund or reserve for the payment of all ground rentals, insurance premiums, taxes, and assessments against the Mortgaged Property by paying the Mortgagee, contemporaneously with each installment of principal and interest on the Note, a sum equal to the rentals payable by Mortgagor to any lessor of the Mortgaged Property, or any part thereof, plus the premiums that will become due and payable on the insurance policies covering the Mortgaged Property, or any part thereof, plus taxes and assessments next due on the Mortgaged Property, or any part thereof, as estimated by Mortgagee, less all sums paid previously to Mortgagee therefor, divided by the number of installments of principal and/or interest to elapse before one month prior to the date when such ground rentals, premiums, taxes, and assessments will become delinquent, such sums to be held by Mortgagee, without interest, for the purposes of paying such ground rentals, premiums, taxes, and assessments. Prior to the occurrence of an Event of Default, Mortgagee shall apply such sums to the payment of such ground rentals, premiums, taxes and assessments. After the occurrence and during the continuation of an Event of Default, Mortgagee may, in its sole discretion, apply such sums to the payment of such expenses or to the Secured Indebtedness. Any excess reserve shall, at the discretion of Mortgagee, be credited by Mortgagee on subsequent payments to be made on the Secured Indebtedness by Mortgagor, and any deficiency shall be paid by Mortgagor to Mortgagee on or before the date when such ground rentals, premiums, taxes, and assessments, shall have become delinquent.

8.02 Condemnation and Eminent Domain. Mortgagee shall be entitled to receive any and all sums which may be awarded or become payable to Mortgagor for the condemnation of, or taking upon exercise of the right of eminent domain with respect to, any of the Mortgaged Property or as a result of private sale in lieu thereof, and any sums which may be awarded or become payable to Mortgagor for damages caused by public works or construction on or near the Mortgaged Property. Mortgagor shall give immediate written notice to Mortgagee of any such proceedings affecting the Mortgaged Property, and shall afford Mortgagee an opportunity to participate in any proceeding or settlement of awards with respect thereto. All sums are hereby assigned to Mortgagee, and Mortgagor shall, upon request of Mortgagee, make, execute, acknowledge, and deliver any and all additional assignments and documents as may be necessary from time to time to enable Mortgagee to collect and receipt for any such sums. Mortgagee shall not be, under any circumstances, liable or responsible for failure to collect, or exercise diligence in the collection of, any of such sums. Any sums so collected shall be applied by Mortgagee, first, to the expenses, if any, of collection, and then to the Secured Indebtedness, and if any sums then be remaining then to Mortgagor.

8.03 Insurance Proceeds. Mortgagee is authorized and empowered to collect and receive the proceeds of any and all insurance that may become payable with respect to any of the Mortgaged Property. In event of any casualty loss, Mortgagor shall give immediate notice by mail to Mortgagee and Mortgagee may make proof of loss if not made promptly by Mortgagor, and each insurance company concerned is hereby authorized and directed to make payments for such loss directly to Mortgagee instead of to Mortgagor or to Mortgagor and Mortgagee jointly. The insurance proceeds or any part hereof may be applied by Mortgagee at its option, after deducting therefrom all its expenses including attorneys' fees, either to reduction of the Secured Indebtedness or the restoration or repair of the property damaged. Mortgagee is hereby authorized, at its option, to settle and compromise any claims, awards, damages, rights of action and proceeds, and any other payment or relief under any insurance policy. In the event of foreclosure of this Mortgage or other transfer of title to the Mortgaged Property in extinguishment of the Secured

Indebtedness, all right, title and interest of Mortgagor in and to any insurance policies then in force shall pass to the purchaser or grantee.

8.04 After-Acquired Property. The lien of this Mortgage shall automatically attach, without further act, to all after-acquired property of Mortgagor located in or on, or attached to, or used or intended to be used in connection with the operation of the Mortgaged Property or Mortgagor's business thereon and shall, without further act of any party, be subject to the provisions of this Mortgage.

8.05 Illegality. If any provision of this Mortgage is held to be illegal, invalid, or unenforceable under present or future laws effective during the term of this Mortgage, the legality, validity, and enforceability of the remaining provisions of this Mortgage shall not be affected thereby, and in lieu of each such illegal, invalid or unenforceable provision there shall be added automatically as a part of this Mortgage a provision as similar in terms to such illegal, invalid, or unenforceable provision as may be possible and be legal, valid, and enforceable.

8.06 Counterparts. This Mortgage may have simultaneously been executed in a number of identical counterparts, each of which, for all purposes, shall be deemed an original.

8.07 Exhibits. All exhibits attached hereto are by this reference made a part hereof.

8.08 Indemnity. Mortgagor hereby agrees to indemnify and hold Mortgagee harmless from and against, any and all losses, damages, claims, costs, penalties, causes of action, liabilities and expenses, including court costs and attorneys' fees, howsoever arising (including, without limitation, for injuries to or deaths of persons and damage to property), from or incident to the ownership of the Mortgaged Property and development, use, possession, maintenance, management, and construction.

8.09 Singular; Plural. Whenever herein the singular number is used, the same shall include the plural where appropriate, and words of any gender shall include each other gender where appropriate.

8.10 Headings. The captions, headings, and arrangements used in this Mortgage are for convenience only and do not in any way affect, limit, amplify, or modify the terms and provisions hereof.

8.11 Notices. Whenever this Mortgage requires or permits any consent, approval, notice, request, or demand from one party to another, the consent, approval, notice, request, or demand must be in writing to be effective and shall be deemed to have been given when personally delivered or deposited in the United States mails, registered or certified, return receipt requested, addressed to the party to be notified at the address set forth in the preamble hereof (or at such other address as may have been designated by written notice).

8.12 Governing Laws. The substantive laws of the State of Florida shall govern the validity, construction, enforcement, and interpretation of this Mortgage, and the other Loan Documents, unless otherwise specified herein.

8.13 Time of Essence. Time is of the essence of this Mortgage.

8.14 Fixture Filing. This Mortgage shall also constitute a security agreement with respect to the Personal Property and a "fixture filing" for purposes of the Code. Portions of the Personal Property are or may become fixtures. Information concerning the security interests herein granted may be obtained at the addresses stated in the preamble hereof.

8.15 Financing Statement. Mortgagee shall have the right at any time to file this Mortgage as a financing statement, but the failure to do so shall not impair the validity and enforceability of this Mortgage in any respect whatsoever. A carbon, photographic, or other reproduction of this Mortgage, or any financing statement relating to this Mortgage, shall be sufficient as a financing statement.

8.16 Entire Agreements; Amendments. This Mortgage, the Note and the other documents executed in connection herewith represent the final agreement between the parties and may not be contradicted by evidence of

prior, contemporaneous or subsequent oral agreements of the parties. There are no unwritten oral agreements between the parties. This Mortgage cannot be amended except by agreement in writing by the party against whom enforcement of the amendment is sought. The modification hereof or of the Obligations, or the release of any portion of the Mortgaged Property from the lien hereof shall not impair the priority of the lien of this Mortgage or the remaining Mortgaged Property encumbered hereby.

8.17 Assignment; Successors and Assigns. The terms "Mortgagor" and "Mortgagee" herein shall include the parties named above as Mortgagor and Mortgagee, respectively, and their successors and assigns, and all covenants and agreements contained in this Mortgage, by or on behalf of Mortgagor or Mortgagee, shall bind and inure to the benefit of their respective successors and assigns. Mortgagor shall not be entitled to assign its rights and obligations under this Mortgage without the prior written consent of Mortgagee. If Mortgagee issues its prior written consent to Mortgagor's assignment of this Mortgage, then Mortgagor shall, notwithstanding any such consent, continue to be fully liable for the payment and performance obligations owed to Mortgagee under this Mortgage as if it were the "Mortgagor" hereunder. Mortgagee may at any time, and from time to time, as it may deem appropriate, assign all or part of all of its rights and interests under this Mortgage, the Note, and the other Loan Documents and any guaranties of the Obligations. In such event, this Mortgage shall continue to apply in full force and effect, and Mortgagee and/or its successors and assigns agree to give Mortgagor notice of any such assignment whereby Mortgagee does not retain the servicing of the Obligations; *provided, however,* the failure of Mortgagee to give such notice shall not affect the validity of any such assignment or any obligations of Mortgagor under this Mortgage, the Note or any other of the Loan Documents executed in connection therewith. In the event of an assignment by Mortgagee, such assignment shall be deemed to have been made pursuant to the terms of this Mortgage and not to be in modification hereof.

8.18 No Right of Setoff. No setoff or claim that Mortgagor may now or in the future have against Mortgagee shall relieve or excuse Mortgagor from paying the installments under the Note or performing any other obligation secured hereby when the same is due.

8.19 No Third Party Benefitted. This Mortgage is made for the purpose of setting forth rights and obligations of Mortgagor and Mortgagee and the other parties hereto, and no other Person shall have any rights hereunder or by reason hereof.

8.20 Nonliability of Mortgagee. Mortgagor acknowledges and agrees that:

(a) the relationship between Mortgagor and Mortgagee is and shall remain solely that of debtor and creditor, and Mortgagee neither undertakes nor assumes any responsibility to review, inspect, supervise, approve or inform Mortgagor of any matter in connection with the development, construction and operation of the Mortgaged Property, as applicable, including matters relating to (i) plans and specifications, (ii) activities or actions of architects, contractors, subcontractors and materialmen, or the workmanship of or materials used by any of them with respect to the Mortgaged Property, or (iii) if applicable, progress of the construction of any Improvements on the Mortgaged Property or their conformity with any plans and specifications. Mortgagor shall rely entirely on its own judgment with respect to the foregoing matters and acknowledges that any review, inspection, supervision, approval or other information supplied to Mortgagee in connection with such matters is solely for the protection of Mortgagee and that neither Mortgagor nor any other third party, including any "guarantor" shall be entitled to rely on Mortgagee for such purposes;

(b) notwithstanding any other provision of any Loan Document to the contrary, (i) Mortgagee is not a partner, joint venturer, alter-ego, manager, controlling person or other business associate or participant of any kind with Mortgagor and Mortgagee does not intend to ever assume any such status; and (ii) Mortgagee shall not be deemed responsible for or be deemed to be a participant in any acts, omissions or decisions of Mortgagor;

(c) Mortgagee shall not be directly or indirectly liable or responsible for any loss or injury of any kind to any Person or property resulting from any construction on, or occupancy or use of, the Mortgaged Property, whether arising from: (i) any defect in any building, grading, landscaping or other onsite or offsite improvement; (ii) any act or omission of Mortgagor or any of Mortgagor's agents, employees, independent contractors, licensees or invitees; or (iii) any accident on the Mortgaged Property or any fire or other casualty or hazard thereon;

(d) by accepting, requiring or approving anything required to be performed or given to Mortgagee under this Mortgage or any other Loan Document (or by failing to accept, require or approve same), including any certificate, financial statement, inspection, survey, plans and specifications, appraisal or insurance, Mortgagee shall not be deemed to have warranted or represented the sufficiency or legal effect of the same, and no such acceptance or approval shall constitute a warranty, representation or undertaking by Mortgagee to anyone; and

(e) Mortgagee shall not be liable for any omission, error of judgment or act done by Mortgagee in good faith, or be otherwise responsible or accountable to Mortgagor under any circumstances whatsoever, nor shall Mortgagee be personally liable in case of entry by Mortgagee, or anyone entering by virtue of the powers granted under this Mortgage, upon the Mortgaged Property or for debt contracted or for damages incurred in the management or operation of the Mortgaged Property, and Mortgagee shall have the right to rely on any instrument, document, or signature authorizing or supporting any action taken or proposed to be taken by Mortgagee hereunder, believed by Mortgagee in good faith to be genuine.

8.21 Right to Modify. Without affecting the obligation of Mortgagor to pay and perform as herein required, without affecting the personal liability of any person for payment of the Obligations including without limitation the Secured Indebtedness, and without affecting the lien or priority of the lien hereof on the Mortgaged Property, Mortgagee may, at its option, extend the time for payment of the Obligations or any portion thereof, reduce the payments thereon, release any person liable on any portion of the Obligations, accept a renewal note or notes therefor, modify the terms of the Secured Indebtedness, release or reconvey any part of the Mortgaged Property, take or release other or additional security, consent to the making of any map or plat thereof, join in granting any easement thereon, or join in any extension agreement or agreement subordinating the lien hereof. Any such action by Mortgagee may be taken without Mortgagor's consent and without the consent of any subordinate lienholder, and shall not affect the priority of this Mortgage over any subordinate lien.

8.22 Expenses of Recording. Mortgagor agrees to pay all recording fees, documentary stamp taxes, intangible taxes, charges and filing, registration and recording fees imposed upon this Mortgage, the recording or filing thereof, or upon the Mortgagee by reason of its ownership of this Mortgage, or its enforcement thereof.

8.23 Attorneys' Fees. The term "attorneys' fees" as used herein shall also include charges for paralegals, law clerks and other staff members operating under the supervision of an attorney, and shall also include, without limitation, any allocated costs of Mortgagee's in-house counsel to the extent permitted by applicable law. Any award or payment of attorneys' fees hereunder or by order of a court of competent jurisdiction shall include as a part thereof any and all sales and/or use taxes imposed thereon by any appropriate governmental authority.

8.24 Future Advances. Any additional sum or sums advanced by the then holder of the Note secured hereby, to or for the benefit of Mortgagor, whether obligatory or made at the option of Mortgagee, or otherwise, at any time within twenty (20) years from the date of this Mortgage, with interest 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 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 a maximum principal sum equal to four (4) times the face amount of the Note, plus interest thereon and any disbursements made for the payment of taxes, levies, insurance or other sums in connection with the Mortgaged Property with interest on such disbursements.

8.25 WAIVER OF JURY TRIAL. THE PARTIES TO THIS MORTGAGE KNOWINGLY, VOLUNTARILY AND IRREVOCABLY WAIVE, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY AND ALL RIGHTS EITHER MAY HAVE TO TRIAL BY JURY IN ANY LEGAL PROCEEDING BASED ON, ARISING OUT OF, OR IN ANY WAY RELATED TO: THIS AGREEMENT, THE OBLIGATIONS, ANY NOTES, LOAN AGREEMENTS, OR ANY OTHER LOAN DOCUMENT OR AGREEMENT EXECUTED OR CONTEMPLATED TO BE EXECUTED IN CONNECTION WITH ANY OF THE OBLIGATIONS; OR ANY OF THE TRANSACTIONS CONTEMPLATED HEREBY OR THEREBY. THIS JURY WAIVER ALSO APPLIES TO ANY CLAIM, COUNTERCLAIM, CAUSE OF ACTION OR DEMAND ARISING FROM OR RELATED TO (I) ANY COURSE OF CONDUCT, COURSE OF DEALING, OR RELATIONSHIP OF MORTGAGOR, ANY

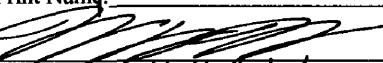
OBLIGOR, OR ANY OTHER PERSON WITH MORTGAGEE OR ANY EMPLOYEE, OFFICER, DIRECTOR OR ASSIGNEE OF MORTGAGEE IN CONNECTION WITH THE OBLIGATIONS; OR (II) ANY STATEMENT (WHETHER VERBAL OR WRITTEN) OR ACTIONS OF ANY PERSON BY OR ON BEHALF OF LENDER TO MORTGAGOR, ANY OBLIGOR, OR ANY OTHER PERSON IN CONNECTION WITH THE OBLIGATIONS, REGARDLESS OF WHETHER SUCH CAUSE OF ACTION OR DEMAND ARISES BY CONTRACT, TORT OR OTHERWISE. BORROWER HEREBY ACKNOWLEDGES THAT THIS WAIVER OF JURY TRIAL IS A MATERIAL INDUCEMENT TO THE MORTGAGEE IN EXTENDING CREDIT TO THE MORTGAGOR, THAT THE MORTGAGEE WOULD NOT HAVE EXTENDED SUCH CREDIT WITHOUT THIS JURY TRIAL WAIVER, AND THAT MORTGAGOR HAS BEEN REPRESENTED BY AN ATTORNEY OR HAS HAD AN OPPORTUNITY TO CONSULT WITH AN ATTORNEY IN CONNECTION WITH THIS JURY TRIAL WAIVER AND UNDERSTANDS THE LEGAL EFFECT OF THIS WAIVER. MORTGAGOR FURTHER CERTIFIES THAT NO PERSON HAS REPRESENTED TO IT, EXPRESSLY OR OTHERWISE, THAT MORTGAGEE OR ANY OTHER PERSON WOULD NOT, IN THE EVENT OF A LEGAL PROCEEDING, SEEK TO ENFORCE THE FOREGOING WAIVER.

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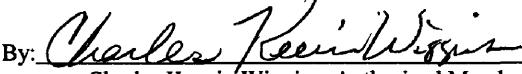
IN WITNESS WHEREOF, Mortgagor, intending to be legally bound hereby, has executed this Mortgage as of the day and year first above written.

Mortgagor:

Witnesses:

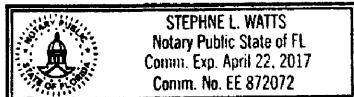

Print Name: Stephen L. Watts

Print Name: W. H. Pitcher

Wiggins Investments, LLC,
A Florida limited liability company

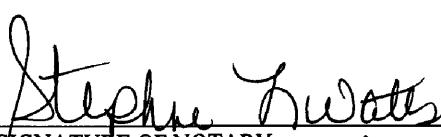
By: 
Charles Keevin Wiggins, Authorized Member

STATE OF FLORIDA
COUNTY OF ESCAMBIA

THE FOREGOING INSTRUMENT was acknowledged before me this 5th day of March, 2015 by Charles Keevin Wiggins, as Authorized Member of Wiggins Investments, LLC, a Florida limited liability company, on behalf of said company. He is personally known to me or has produced FLdrNUS license, as identification.



(SEAL)


SIGNATURE OF NOTARY


NAME LEGIBLY PRINTED, TYPEWRITTEN OR
STAMPED

NOTARY PUBLIC, STATE OF FLORIDA

My Commission Expires: _____

Exhibits:

A—Legal Description of Land
B—Schedule of Permitted Exceptions

EXHIBIT A
(Legal Description)

Parcel I: Commencing at a point 675 feet South of the North line of Lot 1 of Fractional Section 36, Township 6 North, Range 33 West, Escambia County, Florida, at a point on the East line of the right-of-way of the Atmore-Molino Highway; run thence East 250 feet, thence North 250 feet, thence in a Northwest direction to a point on the East line of the Atmore-Molino Highway right-of-way which is 300 feet North of the starting point; thence run South along the East line of the Atmore-Molino Highway 300 feet, more or less, to the point of starting, being a tract of land fronting 300 feet on the Atmore-Molino Highway and running back Eastwardly 250 feet and being 250 feet in width on the East end.

Parcel II: Beginning at a point on the East line of Section 36, Township 6 North, Range 33 West, Escambia County, Florida, which is 675 feet South of the Northeast Corner of said Section, thence South along the East line of said Section a distance of 798 feet, thence West 902 feet, more or less, to the East line of the Pensacola Public Road, thence Northeasterly along the East line of said road a distance of 815 feet, thence East 736 feet, more or less, to the East line of said Section 36, lying and being in Lot 1 of Section 36, Township 6 North, Range 33 West.

EXHIBIT B
(Permitted Encumbrances)

1. Taxes and assessments for the year 2015 and subsequent years, which are not yet due and payable.
2. Short Form Lease to Family Dollar Stores of Florida, Inc., recorded in Official Records Book 4747, Page 1646, of the public records of Escambia County, Florida.
3. Right of Way Easement to Escambia River Electric Cooperative, Inc., recorded in Official Records Book 2084, Page 307, of the public records of Escambia County, Florida.



THIS INSTRUMENT WAS PREPARED BY:

WILLIAM H. MITCHEM
Beggs & Lane, RLLP
Post Office Box 12950
501 Commendencia Street
Pensacola, Florida 32591
(850) 432-2451
Florida Bar No.: 187836

**THIS INSTRUMENT SHOULD BE
RETURNED TO:**

Beggs & Lane, RLLP
501 Commendencia Street
Pensacola, Florida 32591

COLLATERAL ASSIGNMENT OF RENTS AND LEASES

THIS COLLATERAL ASSIGNMENT OF RENTS AND LEASES (the "Assignment") is made as of this 5th day of March, 2015, by **Wiggins Investments LLC**, a **Florida limited liability company**, having an address of 11204 Highway 97, Walnut Hill, Florida 32568 (individually or collectively, as the context requires, the "Borrower"), in favor of and for the benefit of, **WHITNEY BANK**, a **Mississippi state chartered bank doing business as Hancock Bank**, having an address of 101 West Garden Street, Pensacola, Florida 32502, and its successors and assigns (the "Bank").

WITNESSETH:

WHEREAS, Borrower has executed and delivered a promissory note dated of even date herewith, in favor of Bank (as amended, restated, renewed, modified or otherwise supplemented from time to time, whether one or more, the "Note"), which Note evidences certain loans and financial accommodations made by Bank to Borrower (as amended or modified from time to time, such loans and financial accommodations are hereinafter collectively referred to as the "Loan") that are secured, in whole or in part, by among other things, that certain Mortgage, Security Agreement, and Financing Statement dated of even date herewith in favor of Bank (as amended, restated, renewed, modified or otherwise supplemented from time to time, the "Mortgage"), encumbering Borrower's real and personal property located in Escambia County, Florida, with such real property being more particularly described on **Exhibit "A"** attached hereto, together with the improvements located thereon or to be constructed thereon (the "Property"); and

WHEREAS, in accordance with the Mortgage, the Note, and all other instruments, documents, agreements and certificates executed in connection with the Mortgage and the Note by and between Borrower and Bank (as amended from time to time, collectively the "Loan Documents"), the proceeds of the Loan shall be used to finance Borrower's acquisition, ownership or other use of the Property; and

WHEREAS, as additional security for the prompt payment and performance of all of Borrower's obligations under each of the Loan Documents, Borrower has entered into this Assignment in favor of Bank for the purposes of assigning all of its right, title and interest in and to all rents and leases now existing or hereafter arising with respect to the Property.

NOW, THEREFORE, in consideration of the foregoing, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. **Grant of Security**. Borrower hereby grants, conveys, transfers and assigns to Bank all of its right, title and interest in and to all present and future rents, Leases, income, issues, profits, revenues, royalties, rights and benefits arising now and hereafter from the Property and any and all monies, awards or other payments made or payable by any and all tenants occupying the Property either in lieu of rent or on account of or arising from any default by any tenant under any lease, including, but not limited to, any damages arising therefrom (all such monies, award or payments, including but not limited to, damages, are collectively referred to herein as the "Damages"). Any lease or leases for all or a portion of the Property, together with all amendments, modifications, extensions, guarantees, renewals, additions and replacements thereto, are hereinafter collectively referred to as the "Leases" and, individually, referred to as a "Lease." This Assignment is made for the purpose of providing additional security for payment of all sums and performance of all obligations, either now or at any time hereafter becoming due to Bank under the Loan Documents, and for the performance and discharge of each covenant and agreement of Borrower contained herein and in each of the other Loan Documents.

2. **Covenants Under Leases**. Borrower will faithfully abide by, perform and discharge each and every obligation, covenant and agreement of the Leases to be performed by Borrower, enforce, at the sole cost and expense of Borrower, the performance of each and every obligation, covenant, condition and agreement of the Leases, appear in, and defend any action or proceeding arising under, growing out of or in any manner connected with the Leases or the obligations, duties or liabilities of any tenants thereunder. Upon request of Bank, Borrower shall provide a copy of any Lease for the Property, and as requested by Bank, Borrower shall execute and deliver to Bank such further assurances and assignments requested by Bank to effectuate this Assignment as Bank shall require from time to time.

3. **No Impairment of Security Under Leases**. Borrower will not do or permit anything to impair the security of any Lease, execute any other assignment of Borrower's interest in the Leases or assignment or pledge any rents arising or accruing from the Leases or the Property to any other person.

4. **Right to Operate and Lease the Property.** So long as there shall exist no default or Event of Default under any of the Loan Documents, Borrower shall have the right to operate and lease the Property, remain in possession thereof and collect upon accrual, but not more than each current month prior thereto, and to use and apply all rents, income, issues, profits, revenues, royalties, rights and benefits from said Property (hereinafter collectively referred to as the "Rents, Income and Profits"). Upon such default or Event of Default, the right of Borrower to collect, use and apply the Rents, Income and Profits may be, at Bank's option, suspended, and Bank shall be entitled to exercise its remedies.

5. **Events of Default.** The occurrence of any one of the following events shall constitute an "Event of Default" hereunder: (a) any failure by Borrower to perform or observe any covenant of Borrower contained in this Assignment, or the occurrence of any "default" or "Event of Default" under the Note, the Mortgage or any other Loan Document, regardless of whether such default or Event of Default was caused by Borrower or any other loan party obligated thereunder, or (b) a default by Borrower under, or the failure by Borrower to meet any condition set forth in the Leases.

6. **Remedies Upon Default of Event or Default.** Upon the occurrence of any Event of Default hereunder or any other "Event of Default" or "default" under any Loan Document, Bank may exercise any and all rights and remedies contained in the Loan Documents, and Bank, without in any manner waiving such default, may at its option, without notice and without regard to the adequacy of the security for the indebtedness evidenced by the Loan Documents, either in person, by agent or by a receiver appointed by the court, take possession of the Property and have, hold, manage, lease and operate the same on such terms and for such period of time as Bank may deem proper, and, either with or without taking possession of said Property in its own name, Bank may make a demand directly to tenants in occupancy or to Borrower, or to both of them, at Bank's sole election, or sue for or otherwise directly collect and receive all Rents, Income and Profits of said Property directly from tenants in occupancy, including those past due and unpaid, with full power to make from time to time all alterations, renovations, repairs thereto or replacements thereof as may seem proper to Bank, and to apply such Rents, Income and Profits to the payment of (a) all expenses of managing the Property, including, but not limited to, the salaries, fees and wages of a managing agent and such other employees as Bank may deem necessary or desirable and all expenses of operating and maintaining the Property, including, but not limited to, all taxes, charges, claims, assessments, water rents, sewer rents and any other liens and premiums for insurance which Bank may deem necessary or desirable, and the cost of all alterations, renovations, repairs or replacements, and all expenses incident to taking and retaining possession of the Property which Bank may deem necessary or desirable, and (b) the indebtedness evidenced by the Loan Documents, together with all costs, attorneys' fees and paralegals' fees, in such order of priority as Bank in its sole discretion may determine, notwithstanding any statute, law, custom or usage to the contrary. Nothing contained herein shall impair or affect any right or remedy which Bank might now or hereafter have, but the remedies provided herein shall be in addition to any others which Bank may have hereunder or under Florida law, including without limitation, the right to seek sequestration of rents under Florida Statutes Section 697.07. Exercise by Bank of the options granted by this Assignment and the collection of Rents, Income and Profits, and the application thereof as herein provided, shall not be considered a waiver of any default by Borrower hereunder or under the Loan Documents.

7. **Right of Entry.** Bank is hereby vested with full power to use all measures, legal and equitable, and to take any action deemed by it necessary or proper to enforce this Assignment and collect the Rents, Income and Profits assigned hereunder, including the right (but not the obligation) to enter upon the Property and take possession thereof forthwith to the extent necessary to effect the cure of any default on the part of Borrower as lessor under the Leases.

8. **Obligations and Duties Under Leases.** Bank shall not be obligated to perform or discharge, nor does it hereby undertake to perform or discharge, any obligation, duty or liability under the Leases, and Borrower shall and does hereby agree to indemnify Bank against and hold it harmless from any and all costs, expenses, liabilities, losses or damages which it may or might incur or sustain under the Leases, or under or by reason of this Assignment and of and from any and all claims and demands whatsoever which may be asserted against it by reason of any alleged obligation or undertaking on its part to perform or discharge any of the terms, covenants or agreements contained in the Leases. Should Bank incur any such liability, loss or damage under the Leases or under or by reason of this Assignment, or in the defense of any such claims or demands, the amount thereof, including costs, expenses and attorneys' fees, shall be secured hereby and by the Mortgage, and Borrower shall reimburse Bank therefore after written demand for reimbursement is made upon Borrower, and upon failure of Borrower to do so, Bank may at its option declare all sums secured hereby and by the Mortgage immediately due and payable. Bank shall not be liable for any loss sustained by Borrower resulting from Bank's failure to lease the Property after an Event of Default by Borrower has occurred or from any other act or omission of Bank in managing the Property after an Event of Default by Borrower has occurred unless such loss is caused by the willful misconduct and bad faith of Bank. It is further understood that this Assignment shall not operate to place responsibility upon Bank for the control, care, management or repair of the Property or for the carrying out of any of the terms and conditions of the Leases (except to the extent a court appointed receiver operates the Property for Bank), nor shall it operate to make Bank responsible or liable for any waste committed on the Property by the lessees or any other persons, or for any dangerous or defective condition of the Property, or for any negligence in the management, upkeep, repair or control of the Property resulting in loss or injury or death to any lessee, licensee, employee or other person.

9. **No Waiver.** Nothing contained in this Assignment and no act done or omitted by Bank pursuant to the powers and rights granted hereunder shall be deemed to be a waiver by Bank of its rights and remedies under the Loan Documents and this Assignment is made and accepted without prejudice to any of the rights and remedies possessed by Bank under the terms thereof. The rights of Bank to collect said indebtedness and to enforce any other security therefore may be exercised by Bank either prior to, simultaneously with or subsequent to any action taken by it hereunder.

10. **Successors and Assigns.** This Assignment, together with the covenants and warranties herein contained, shall inure to the benefit of Bank and any subsequent holder(s) of the Loan Documents, and shall be binding upon Borrower and its successors and assigns and any subsequent owner of the Property. Bank shall have the right to assign Borrower's right, title and interest in and to the Leases to any subsequent holder of the Loan Documents subject to the provisions of this Assignment, and to assign the same to any person acquiring title to the Property, or any portion thereof, through foreclosure under the Mortgage or otherwise. After

Borrower shall have been barred and foreclosed of all right, title and interest and equity of redemption in said Property, or any portion thereof, no assignee of Borrower's interest in the Leases shall be liable to account to Borrower for the Rents, Income and Profits. The terms "Borrower" and "Bank" shall include all heirs, personal representatives, successors and assigns of Borrower and Bank. The term "Bank" as used herein refers to Whitney Bank, a Mississippi state chartered bank doing business as Hancock Bank through its locations in Mississippi, Alabama and Florida and doing business as Whitney Bank through its locations in Louisiana and Texas.

11. **Releases.** Bank may take or release other security for the payment of the principal sum, interest and indebtedness evidenced by the Note, may release any party primarily or secondarily liable therefore, and may apply other security held by it to the satisfaction of such principal sum, interest or indebtedness without prejudice to its rights hereunder.

12. **Conflicts.** In the event that the terms and provisions of this Assignment conflict with the provisions or requirements of Florida Statutes Section 697.07, the provisions of this Assignment shall control as the contractual agreement of the parties hereto.

13. **Notices.** All notices which are required or permitted hereunder shall be given in accordance with the requirements of the Loan Agreement.

14. **Governing Law; Venue and Jurisdiction.** This Assignment is made and delivered in the State of Florida and shall be governed by and construed in accordance with the laws thereof without reference to the conflicts of law principles that would cause the application of the laws of another jurisdiction. BORROWER HEREBY IRREVOCABLY SUBMITS AND CONSENTS TO THE EXCLUSIVE PERSONAL JURISDICTION AND VENUE OF ANY STATE COURT LOCATED IN ESCAMBIA COUNTY, FLORIDA OR IN THE APPLICABLE FEDERAL DISTRICT COURT AND DIVISION, AND AGREES THAT ALL ACTIONS OR PROCEEDINGS ARISING DIRECTLY, INDIRECTLY OR OTHERWISE IN CONNECTION WITH, OUT OF, RELATED TO OR FROM THIS ASSIGNMENT SHALL BE LITIGATED ONLY IN ONE OF THE FOREGOING DESCRIBED COURTS. BORROWER, FOR ITSELF, AND FOR ANY PERSON CLAIMING UNDER OR THROUGH BORROWER, HEREBY KNOWINGLY AND VOLUNTARILY WAIVES ANY AND ALL RIGHTS TO HAVE THE JURISDICTION AND VENUE OF ANY LITIGATION ARISING DIRECTLY, INDIRECTLY OR OTHERWISE IN CONNECTION WITH, OUT OF, RELATED TO OR FROM THIS ASSIGNMENT IN ANY OTHER COURT, AND HEREBY KNOWINGLY AND VOLUNTARILY WAIVES ANY AND ALL RIGHTS TO REMOVE THIS ACTION TO, OR TO TRANSFER, DISMISS, OR CHANGE VENUE TO, ANY OTHER COURT. BORROWER FURTHER ACKNOWLEDGES AND AGREES THAT NEITHER BANK NOR ANY PERSON ACTING ON BEHALF OF BANK HAS IN ANY WAY REPRESENTED TO BORROWER THAT THE PROVISIONS OF THIS PARAGRAPH HAVE BEEN WAIVED OR WILL NOT BE FULLY ENFORCED BY BANK.

15. **WAIVER OF JURY TRIAL.** BORROWER KNOWINGLY, VOLUNTARILY AND IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY AND ALL RIGHTS BORROWER MAY HAVE TO TRIAL BY JURY IN ANY LEGAL PROCEEDING BASED ON, ARISING OUT OF, OR IN ANY WAY RELATED TO: THIS ASSIGNMENT, THE NOTE AND ANY OTHER LOAN DOCUMENTS AND THE TRANSACTIONS CONTEMPLATED THEREBY. THIS JURY WAIVER ALSO APPLIES TO ANY CLAIM, COUNTERCLAIM, CAUSE OF ACTION OR DEMAND ARISING FROM OR RELATED TO (I) ANY COURSE OF CONDUCT, COURSE OF DEALING, OR RELATIONSHIP

OF BORROWER, ANY OBLIGOR, OR ANY OTHER PERSON WITH BANK OR ANY EMPLOYEE, OFFICER, DIRECTOR OR ASSIGNEE OF BANK IN CONNECTION WITH THE OBLIGATIONS; OR (II) ANY STATEMENT (WHETHER ORAL OR WRITTEN) OR ACTIONS OF ANY PERSON BY OR ON BEHALF OF BANK TO BORROWER, ANY OBLIGOR, OR ANY OTHER PERSON IN CONNECTION WITH THE OBLIGATIONS, REGARDLESS OF WHETHER SUCH CAUSE OF ACTION ARISES BY CONTRACT, TORT OR OTHERWISE. BORROWER HEREBY ACKNOWLEDGES THAT THIS WAIVER OF JURY TRIAL IS A MATERIAL INDUCEMENT TO THE BANK IN EXTENDING CREDIT TO THE BORROWER, THAT THE BANK WOULD NOT HAVE EXTENDED SUCH CREDIT WITHOUT THIS JURY TRIAL WAIVER, AND THAT BORROWER HAS BEEN REPRESENTED BY AN ATTORNEY OR HAS HAD AN OPPORTUNITY TO CONSULT WITH AN ATTORNEY IN CONNECTION WITH THIS JURY TRIAL WAIVER AND UNDERSTANDS THE LEGAL EFFECT OF THIS WAIVER. BORROWER FURTHER CERTIFIES THAT NO PERSON HAS REPRESENTED TO IT, EXPRESSLY OR OTHERWISE, THAT BANK OR ANY OTHER PERSON WOULD NOT, IN THE EVENT OF A LEGAL PROCEEDING, SEEK TO ENFORCE THE FOREGOING WAIVER.

16. **Multiple Parties.** In the event that more than one person or entity is a Borrower hereunder, then all references to the "Borrower" shall be deemed to refer equally to each of said persons or entities, all of whom shall be jointly and severally liable for all of the obligations of Borrower hereunder.

17. **Bank as Creditor.** Bank shall be deemed to be the creditor of each tenant in assignments for the benefit of creditors and bankruptcy, reorganization, insolvency, dissolution, receivership or probate proceedings affecting such tenant (without any obligation on the part of Bank, however, to file or make timely filings of claims in such proceedings or otherwise to pursue creditor's rights therein). Borrower hereby assigns to Bank any and all Damages and any and all money received in connection with any such assignment for the benefit of creditors or in any such bankruptcy, reorganization, insolvency, dissolution, receivership or probate proceeding, with an option to Bank to apply any such Damages or money in reduction of the indebtedness evidenced by the Note (in the inverse order of maturity) and secured by the Mortgage, whether or not a default exists hereunder. Borrower hereby appoints Bank as its irrevocable attorney-in-fact to appear in any action and/or collect any such Damages, money, award or payment.

18. **Severability.** If any term of this Assignment or the application hereof to any person or set of circumstances, shall to any extent be invalid or unenforceable, the remainder of this Assignment, or the application of such provision or part thereof to persons or circumstances other than those as to which it is invalid or unenforceable, shall not be affected thereby, and each term of this Assignment shall be valid and enforceable to the fullest extent consistent with applicable law.

19. **Amendments.** No amendment, modification or cancellation of this Assignment or any part hereof shall be enforceable without Bank's prior written consent.

20. **Headings.** The headings of the sections of this Assignment are for convenience of reference only, and shall not be construed to limit, expand, or otherwise modify or affect the provisions hereof.

21. IN WITNESS WHEREOF, Borrower has executed this Assignment in favor of Bank on the date first set forth above.

Signed, sealed and delivered in the presence of: **BORROWER:**

Stephne L. Watts
SIGNATURE

Stephne L. Watts
NAME LEGIBLY PRINTED,
TYPEWRITTEN OR STAMPED

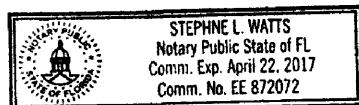
Stephne L. Watts
SIGNATURE

W.H. Mitchell
NAME LEGIBLY PRINTED,
TYPEWRITTEN OR STAMPED

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 5th day of March, 2015, by Charles Keevin Wiggins as the Authorized Member of Wiggins Investments, LLC, a Florida limited liability company, on behalf of company. He is:

✓ Personally Known to Me, or
Produced his Driver's License as Identification



(SEAL)

Stephne L. Watts
SIGNATURE OF NOTARY
Stephne L. Watts
NAME LEGIBLY PRINTED,
TYPEWRITTEN OR STAMPED
NOTARY PUBLIC, STATE OF FLORIDA
My Commission Expires: _____

EXHIBIT A

(Legal Description)

Parcel I: Commencing at a point 675 feet South of the North line of Lot 1 of Fractional Section 36, Township 6 North, Range 33 West, Escambia County, Florida, at a point on the East line of the right-of-way of the Atmore-Molino Highway; run thence East 250 feet, thence North 250 feet, thence in a Northwest direction to a point on the East line of the Atmore-Molino Highway right-of-way which is 300 feet North of the starting point; thence run South along the East line of the Atmore-Molino Highway 300 feet, more or less, to the point of starting, being a tract of land fronting 300 feet on the Atmore-Molino Highway and running back Eastwardly 250 feet and being 250 feet in width on the East end.

Parcel II: Beginning at a point on the East line of Section 36, Township 6 North, Range 33 West, Escambia County, Florida, which is 675 feet South of the Northeast Corner of said Section, thence South along the East line of said Section a distance of 798 feet, thence West 902 feet, more or less, to the East line of the Pensacola Public Road, thence Northeasterly along the East line of said road a distance of 815 feet, thence East 736 feet, more or less, to the East line of said Section 36, lying and being in Lot 1 of Section 36, Township 6 North, Range 33 West.

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

A. NAME & DAYTIME PHONE NUMBER OF CONTACT PERSON Stephne L. Watts (850) 432-2451
B. Email Address slw@beggslane.com
C. SEND ACKNOWLEDGEMENT TO: Name Beggs & Lane, RLLP
Address 501 Commendencia Street
Address
City/State/Zip Pensacola, Florida 32502

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

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

1.a ORGANIZATION'S NAME Wiggins Investments, LLC	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX	
1.b INDIVIDUAL'S SURNAME				
1.c MAILING ADDRESS Line One PO Box 208	This space not available.			
MAILING ADDRESS Line Two	CITY Pensacola	STATE FL	POSTAL CODE 32591	COUNTRY USA

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

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

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

3.a ORGANIZATION'S NAME Whitney Bank d/b/a Hancock Bank	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX	
3.b INDIVIDUAL'S SURNAME				
3.c MAILING ADDRESS Line One 101 W. Garden Street	This space not available.			
MAILING ADDRESS Line Two	CITY Pensacola	STATE FL	POSTAL CODE 32502	COUNTRY USA

4. This FINANCING STATEMENT covers the following collateral:

All personal property and fixtures of Debtor (including, but not limited to, those items listed on Exhibit B attached hereto and incorporated herein), now owned or hereafter existing and/or acquired and located on the real property more particularly described in Exhibit A hereto and incorporated by reference herein, tangible or intangible, including, but not limited to, all now owned and hereafter existing and/or acquired machinery, appliances, equipment, goods, furniture, fixtures, accounts, and inventory together with any and all products and proceeds thereof, including without limitation, insurance proceeds, returns, additions, accessions and substitutes of any of the foregoing.

This financing Statement is recorded as a "fixture filing" as defined in Florida Uniform Commercial Code Section 9-102(a)(40); it covers goods that are or are to become fixtures, and is to be recorded in the Official Records of Escambia County, Florida. The real property upon which the fixtures are or are to be located is described on Exhibit A hereto, and the record owner of such real property is Wiggins Investments, LLC, a Florida limited liability company, f/k/a LKW Investments, LLC, a Florida limited liability company.

5. ALTERNATE DESIGNATION (if applicable)	<input type="checkbox"/> LESSEE/LESSOR	<input type="checkbox"/> CONSIGNEE/CONSIGNOR	<input type="checkbox"/> BAILEE/BAILOR
	<input type="checkbox"/> AG LIEN	<input type="checkbox"/> NON-UCC FILING	<input type="checkbox"/> SELLER/BUYER

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

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

7. OPTIONAL FILER REFERENCE DATA

9303-69479

EXHIBIT "A"

Parcel I: Commencing at a point 675 feet South of the North line of Lot 1 of Fractional Section 36, Township 6 North, Range 33 West, Escambia County, Florida, at a point on the East line of the right-of-way of the Atmore-Molino Highway; run thence East 250 feet, thence North 250 feet, thence in a Northwest direction to a point on the East line of the Atmore-Molino Highway right-of-way which is 300 feet North of the starting point; thence run South along the East line of the Atmore-Molino Highway 300 feet, more or less, to the point of starting, being a tract of land fronting 300 feet on the Atmore-Molino Highway and running back Eastwardly 250 feet and being 250 feet in width on the East end.

Parcel II: Beginning at a point on the East line of Section 36, Township 6 North, Range 33 West, Escambia County, Florida, which is 675 feet South of the Northeast Corner of said Section, thence South along the East line of said Section a distance of 798 feet, thence West 902 feet, more or less, to the East line of the Pensacola Public Road, thence Northeasterly along the East line of said road a distance of 815 feet, thence East 736 feet, more or less, to the East line of said Section 36, lying and being in Lot 1 of Section 36, Township 6 North, Range 33 West.



EXHIBIT B

**TO UCC FINANCING STATEMENT
Of WIGGINS INVESTMENTS, LLC, Debtor**

In favor of

WHITNEY BANK d/b/a HANCOCK BANK, Secured Party

All of Debtor's right, title and interest in the following property which is located upon, used in connection with, or otherwise belonging to Debtor, or relating to the real property described in **Exhibit "A"** attached hereto and made a part hereof (the "Land"):

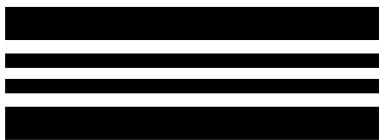
- (a) all buildings, structures and improvements now or in the future on the Land regardless of whether physically affixed thereto or severed or capable of severance therefrom (collectively, the "Improvements"); and
- (b) all estates, interests, licenses, rights and titles of Debtor in and to or benefiting the Land; and
- (c) all easements, rights-of-way, estates, interests, rights and titles, if any, all streets, ways, alleys, passages, sewer rights, all of Debtor's right, title and interest in and to all plans and specifications, options, governmental approvals, permits, development rights, impact fee credits of any kind, water and sewer taps and sewer tap credits, and all other appurtenances whatsoever, in any way belonging, relating or appertaining to the Land including all present or future roads and sidewalks, in front of, or adjoining, the Land, and in and to any strips or gores of real estate adjoining the Land; and
- (d) all passages, waters, water rights, water courses, riparian rights, other rights appurtenant to the Land including all mineral, oil and gas rights appurtenant to said Land, as well as any after-acquired title, franchises or licenses, and the reversions and remainders thereof; and
- (e) all estates, easements, concessions, interests, rights and titles appurtenant or incident to the foregoing; and
- (f) the Personal Property (as hereinafter defined); and
- (g) all other estates, easements, interests, rights and titles which Debtor now has, or at any time hereafter acquires, in and to the Land, the Improvements, the Personal Property, and all property which is used or useful in connection therewith, including without limitation (i) all proceeds payable in lieu of or as compensation for loss or damage to any of the foregoing; (ii) all awards for a taking or for degradation of value in any eminent domain proceeding involving any of the foregoing; and (iii) the proceeds of any and all insurance (including without limitation, title insurance) covering the Land, the Improvements, the Personal Property, and any of the foregoing; and
- (h) to the extent not already included in the foregoing, all contract rights, rights under developer's agreements and DRIs, and other similar development rights acquired by Debtor in respect of the Land constituting personal property collateral.

As used herein, the following capitalized terms shall have the following meanings:

"Personal Property" shall mean the following, now owned or hereafter acquired by Debtor, and all accessories, attachments, additions, replacements, substitutes, products, proceeds, and accessions thereto or thereof: (i) all Rents and Leases; (ii) all other income or revenues of any kind now or hereafter derived from the operation of the Land and/or the Improvements, including without limitation overnight or other room rental charges, service fees and charges, and other fees for the use of all or any portion of the Land or any facilities thereon, or services provided thereon or therein, (iii) all general intangibles relating to the development or use of the Land and/or Improvements, including but not limited to all governmental permits relating to construction on the Land and/or, all names under or by which the Land and/or Improvements may at any time be operated or known, and all rights to carry on the business under any such names or any variant thereof, and all trademarks and goodwill in any way relating to the Land and/or Improvements; (iv) all water rights relating to the Land and/or Improvements that is owned by Debtor in common with others, and all documents of membership in any owners' or members' association or similar group having responsibility for managing or operating any part of the Land and/or Improvements; (v) all insurance proceeds, surveys, plans and specifications, drawings, permits, warranties, guaranties, deposits, prepaid expenses, contract rights, and general intangibles now, or hereafter related to, any of the Land and/or Improvements; and (vi) all proceeds and claims arising on account of any damage to or taking of the Land and/or Improvements or any part thereof, and all causes of action and recovery for any loss or diminution in the value of the Land and/or Improvements and all rights of the Debtor under any policy or policies of insurance covering the Land and/or Improvements or any Rents relating to the Land and all proceeds, loss payments and premium refunds which may become payable with respect to such insurance policies.

"Leases" shall mean all present and future leases and agreements, written or oral, for the use or occupancy of any portion of the Land and Improvements, and any renewals, extensions or substitutions thereof and any and all subleases thereunder.

"Rents" shall mean the rents, income, receipts, revenues, issues and profits now due or which may become due or to which Debtor may now or hereafter become entitled or may demand or claim, arising or issuing from or out of the Leases or from or out of the Land and Improvements, or any part thereof, including, without limitation, minimum rents, additional rents, percentage rents, common area maintenance charges, parking charges (including monthly rental for parking spaces), tax and insurance premium contributions, and liquidated damages following default, premiums payable by any lessee upon the exercise of any cancellation privilege provided for in any of the Leases, and all proceeds payable under any policy of insurance covering the loss of rent resulting from destruction or damage to the Land and/or Improvements which renders the Land and/or Improvements unfit for occupancy by a tenant, together with any and all rights and claims of any kind which Debtor may have against any lessee or against any other occupants of the Land and Improvements.



UCC FINANCING STATEMENT AMENDMENT

FOLLOW INSTRUCTIONS

A. NAME & PHONE OF CONTACT AT FILER (optional) Name: Wolters Kluwer Lien Solutions Phone: 800-331-3282 Fax: 818-662-4141	B. E-MAIL CONTACT AT FILER (optional) uccfilingreturn@wolterskluwer.com
C. SEND ACKNOWLEDGMENT TO: (Name and Address) 20893 - Hancock Whitney Lien Solutions P.O. Box 29071 Glendale, CA 91209-9071	
71994289 FLFL FIXTURE	
File with: Escambia, FL	

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1a. INITIAL FINANCING STATEMENT FILE NUMBER 2015018062;BK 7311;PG 494-497 3/9/2015 CC FL Escambia	1b. <input checked="" type="checkbox"/> This FINANCING STATEMENT AMENDMENT is to be filed [for record] (or recorded) in the REAL ESTATE RECORDS Filer: attach Amendment Addendum (Form UCC3Ad) and provide Debtor's name in item 13			
2. <input type="checkbox"/> TERMINATION: Effectiveness of the Financing Statement identified above is terminated with respect to the security interest(s) of Secured Party authorizing this Termination Statement				
3. <input type="checkbox"/> ASSIGNMENT (full or partial): Provide name of Assignee in item 7a or 7b, and address of Assignee in item 7c and name of Assignor in item 9 For partial assignment, complete items 7 and 9 and also indicate affected collateral in item 8				
4. <input type="checkbox"/> CONTINUATION: Effectiveness of the Financing Statement identified above with respect to the security interest(s) of Secured Party authorizing this Continuation Statement is continued for the additional period provided by applicable law				
5. <input checked="" type="checkbox"/> PARTY INFORMATION CHANGE: Check <u>one</u> of these two boxes: This Change affects <input checked="" type="checkbox"/> Debtor or <input type="checkbox"/> Secured Party of record AND Check <u>one</u> of these three boxes to: <input checked="" type="checkbox"/> CHANGE name and/or address: Complete item 6a or 6b; and item 7a or 7b and item 7c <input type="checkbox"/> ADD name: Complete item 7a or 7b, and item 7c <input type="checkbox"/> DELETE name: Give record name to be deleted in item 6a or 6b				
6. CURRENT RECORD INFORMATION: Complete for Party Information Change - provide only <u>one</u> name (6a or 6b) 6a. ORGANIZATION'S NAME WIGGINS INVESTMENTS, LLC				
OR	6b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
7. CHANGED OR ADDED INFORMATION: Complete for Assignment or Party Information Change - provide only <u>one</u> name (7a or 7b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name)				
7a. ORGANIZATION'S NAME WIGGINS INVESTMENTS, LLC	7b. INDIVIDUAL'S SURNAME	INDIVIDUAL'S FIRST PERSONAL NAME	INDIVIDUAL'S ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
7c. MAILING ADDRESS P.O. BOX 208	CITY PENSACOLA	STATE FL	POSTAL CODE 32591	COUNTRY USA
8. <input type="checkbox"/> COLLATERAL CHANGE: Also check <u>one</u> of these four boxes: <input type="checkbox"/> ADD collateral <input type="checkbox"/> DELETE collateral <input type="checkbox"/> RESTATE covered collateral <input type="checkbox"/> ASSIGN collateral Indicate collateral:				

9. NAME OF SECURED PARTY OF RECORD AUTHORIZING THIS AMENDMENT: Provide only <u>one</u> name (9a or 9b) (name of Assignor, if this is an Assignment) If this is an Amendment authorized by a DEBTOR, check here <input type="checkbox"/> and provide name of authorizing Debtor				
9a. ORGANIZATION'S NAME WHITNEY BANK d/b/a HANCOCK BANK				
OR	9b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
10. OPTIONAL FILER REFERENCE DATA: Debtor Name: WIGGINS INVESTMENTS, LLC 71994289 FL LAKELAND BFC P&E FL 8494 33000371401				

UCC FINANCING STATEMENT AMENDMENT ADDENDUM

FOLLOW INSTRUCTIONS

11. INITIAL FINANCING STATEMENT FILE NUMBER: Same as item 1a on Amendment form
2015018062;BK 7311;PG 494-497 3/9/2015 CC FL Escambia

12. NAME OF PARTY AUTHORIZING THIS AMENDMENT: Same as item 9 on Amendment form

12a. ORGANIZATION'S NAME
WHITNEY BANK d/b/a HANCOCK BANK

OR
12b. INDIVIDUAL'S SURNAME

FIRST PERSONAL NAME

ADDITIONAL NAME(S)/INITIAL(S)

SUFFIX

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13. Name of DEBTOR on related financing statement (Name of a current Debtor of record required for indexing purposes only in some filing offices - see instruction item 13): Provide only one Debtor name (13a or 13b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name); see instructions if name does not fit

13a. ORGANIZATION'S NAME
WIGGINS INVESTMENTS, LLC

OR
13b. INDIVIDUAL'S SURNAME

FIRST PERSONAL NAME

ADDITIONAL NAME(S)/INITIAL(S)

SUFFIX

14. ADDITIONAL SPACE FOR ITEM 8 (Collateral):

Debtor Name and Address:

WIGGINS INVESTMENTS, LLC - P.O. BOX 208, PENSACOLA, FL 32591

Secured Party Name and Address:

WHITNEY BANK d/b/a HANCOCK BANK - 101 W. GARDEN STREET, PENSACOLA, FL 32502



15. This FINANCING STATEMENT AMENDMENT:

covers timber to be cut covers as-extracted collateral is filed as a fixture filing

16. Name and address of a RECORD OWNER of real estate described in item 17
(if Debtor does not have a record interest):

17. Description of real estate:

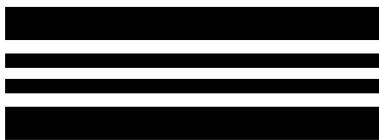
SEE INDICATED COLLATERAL

18. MISCELLANEOUS: 71994289-FL-33 20893 - Hancock Whitney Bank

WHITNEY BANK d/b/a HANCOCK

File with: Escambia, FL

FL LAKELAND BFC P&E FL 8494 33000371401



UCC FINANCING STATEMENT AMENDMENT

FOLLOW INSTRUCTIONS

A. NAME & PHONE OF CONTACT AT FILER (optional) Name: Wolters Kluwer Lien Solutions Phone: 800-331-3282 Fax: 818-662-4141	B. E-MAIL CONTACT AT FILER (optional) uccfilingreturn@wolterskluwer.com
C. SEND ACKNOWLEDGMENT TO: (Name and Address) 20893 - Hancock Whitney Lien Solutions P.O. Box 29071 Glendale, CA 91209-9071 71994384 FLFL Fixture	
File with: Escambia, FL	

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1a. INITIAL FINANCING STATEMENT FILE NUMBER 2015018062;BK 7311;PG 494-497 3/9/2015 CC FL Escambia	1b. <input checked="" type="checkbox"/> This FINANCING STATEMENT AMENDMENT is to be filed [for record] (or recorded) in the REAL ESTATE RECORDS Filer: <u>attach</u> Amendment Addendum (Form UCC3Ad) <u>and</u> provide Debtor's name in item 13
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3. <input type="checkbox"/> ASSIGNMENT (full or partial): Provide name of Assignee in item 7a or 7b, <u>and</u> address of Assignee in item 7c <u>and</u> name of Assignor in item 9 For partial assignment, complete items 7 and 9 <u>and</u> also indicate affected collateral in item 8	
4. <input checked="" type="checkbox"/> CONTINUATION: Effectiveness of the Financing Statement identified above with respect to the security interest(s) of Secured Party authorizing this Continuation Statement is continued for the additional period provided by applicable law	
5. <input type="checkbox"/> PARTY INFORMATION CHANGE: Check <u>one</u> of these two boxes: This Change affects <input type="checkbox"/> Debtor <input type="checkbox"/> Secured Party of record AND Check <u>one</u> of these three boxes to: <input type="checkbox"/> CHANGE name and/or address: Complete item 6a or 6b; and item 7a or 7b <input type="checkbox"/> ADD name: Complete item 7a or 7b, and item 7c <input type="checkbox"/> DELETE name: Give record name to be deleted in item 6a or 6b	
6. CURRENT RECORD INFORMATION: Complete for Party Information Change - provide only <u>one</u> name (6a or 6b) 6a. ORGANIZATION'S NAME WIGGINS INVESTMENTS, LLC OR 6b. INDIVIDUAL'S SURNAME FIRST PERSONAL NAME ADDITIONAL NAME(S)/INITIAL(S) SUFFIX	
7. CHANGED OR ADDED INFORMATION: Complete for Assignment or Party Information Change - provide only <u>one</u> name (7a or 7b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name) 7a. ORGANIZATION'S NAME OR 7b. INDIVIDUAL'S SURNAME INDIVIDUAL'S FIRST PERSONAL NAME INDIVIDUAL'S ADDITIONAL NAME(S)/INITIAL(S) SUFFIX	
7c. MAILING ADDRESS CITY STATE POSTAL CODE COUNTRY	
8. <input type="checkbox"/> COLLATERAL CHANGE: Also check <u>one</u> of these four boxes: <input type="checkbox"/> ADD collateral <input type="checkbox"/> DELETE collateral <input type="checkbox"/> RESTATE covered collateral <input type="checkbox"/> ASSIGN collateral Indicate collateral:	

9. NAME OF SECURED PARTY OF RECORD AUTHORIZING THIS AMENDMENT: Provide only <u>one</u> name (9a or 9b) (name of Assignor, if this is an Assignment) If this is an Amendment authorized by a DEBTOR, check here <input type="checkbox"/> and provide name of authorizing Debtor			
9a. ORGANIZATION'S NAME HANCOCK WHITNEY BANK OR 9b. INDIVIDUAL'S SURNAME FIRST PERSONAL NAME ADDITIONAL NAME(S)/INITIAL(S) SUFFIX			
10. OPTIONAL FILER REFERENCE DATA: Debtor Name: WIGGINS INVESTMENTS, LLC 71994384 FL LAKELAND BFC P&E FL 8494 33000371401			

UCC FINANCING STATEMENT AMENDMENT ADDENDUM

FOLLOW INSTRUCTIONS

11. INITIAL FINANCING STATEMENT FILE NUMBER: Same as item 1a on Amendment form
2015018062;BK 7311;PG 494-497 3/9/2015 CC FL Escambia

12. NAME OF PARTY AUTHORIZING THIS AMENDMENT: Same as item 9 on Amendment form

12a. ORGANIZATION'S NAME HANCOCK WHITNEY BANK	
OR	
12b. INDIVIDUAL'S SURNAME	
FIRST PERSONAL NAME	
ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

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13a. ORGANIZATION'S NAME WIGGINS INVESTMENTS, LLC				
OR	13b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX

14. ADDITIONAL SPACE FOR ITEM 8 (Collateral):

Debtor Name and Address:
WIGGINS INVESTMENTS, LLC - P.O. BOX 208, PENSACOLA, FL 32591

Secured Party Name and Address:

HANCOCK WHITNEY BANK - P.O. Box 211269, Montgomery, AL 36121



15. This FINANCING STATEMENT AMENDMENT:

covers timber to be cut covers as-extracted collateral is filed as a fixture filing

16. Name and address of a RECORD OWNER of real estate described in item 17
(if Debtor does not have a record interest):

17. Description of real estate:

SEE INDICATED COLLATERAL

18. MISCELLANEOUS: 71994384-FL-33 20893 - Hancock Whitney Bank

HANCOCK WHITNEY BANK

File with: Escambia, FL FL LAKELAND BFC P&E FL 8494 33000371401



UCC FINANCING STATEMENT AMENDMENT

FOLLOW INSTRUCTIONS

A. NAME & PHONE OF CONTACT AT FILER (optional) Name: Wolters Kluwer Lien Solutions Phone: 800-331-3282 Fax: 818-662-4141	B. E-MAIL CONTACT AT FILER (optional) uccfilingreturn@wolterskluwer.com
C. SEND ACKNOWLEDGMENT TO: (Name and Address) 20893 - Hancock Whitney Lien Solutions P.O. Box 29071 Glendale, CA 91209-9071	
71994371 FLFL FIXTURE	
File with: Escambia, FL	

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1a. INITIAL FINANCING STATEMENT FILE NUMBER 2015018062;BK 7311;PG 494-497 3/9/2015 CC FL Escambia	1b. <input checked="" type="checkbox"/> This FINANCING STATEMENT AMENDMENT is to be filed [for record] (or recorded) in the REAL ESTATE RECORDS File: <u>attach</u> Amendment Addendum (Form UCC3Ad) <u>and</u> provide Debtor's name in item 13
2. <input type="checkbox"/> TERMINATION: Effectiveness of the Financing Statement identified above is terminated with respect to the security interest(s) of Secured Party authorizing this Termination Statement	
3. <input type="checkbox"/> ASSIGNMENT (full or partial): Provide name of Assignee in item 7a or 7b, <u>and</u> address of Assignee in item 7c <u>and</u> name of Assignor in item 9 For partial assignment, complete items 7 and 9 <u>and</u> also indicate affected collateral in item 8	
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7c. MAILING ADDRESS P.O. Box 211269	CITY Montgomery STATE AL POSTAL CODE 36121 COUNTRY USA
8. <input type="checkbox"/> COLLATERAL CHANGE: Also check <u>one</u> of these four boxes: <input type="checkbox"/> ADD collateral <input type="checkbox"/> DELETE collateral <input type="checkbox"/> RESTATE covered collateral <input type="checkbox"/> ASSIGN collateral Indicate collateral:	



9. NAME OF SECURED PARTY OF RECORD AUTHORIZING THIS AMENDMENT: Provide only <u>one</u> name (9a or 9b) (name of Assignor, if this is an Assignment) If this is an Amendment authorized by a DEBTOR, check here <input type="checkbox"/> and provide name of authorizing Debtor			
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OR 9b. INDIVIDUAL'S SURNAME <input type="text"/> FIRST PERSONAL NAME <input type="text"/> ADDITIONAL NAME(S)/INITIAL(S) <input type="text"/> SUFFIX			
10. OPTIONAL FILER REFERENCE DATA: Debtor Name: WIGGINS INVESTMENTS, LLC 71994371 FL LAKELAND BFC P&E FL 8494 33000371401			

UCC FINANCING STATEMENT AMENDMENT ADDENDUM

FOLLOW INSTRUCTIONS

11. INITIAL FINANCING STATEMENT FILE NUMBER: Same as item 1a on Amendment form
2015018062;BK 7311;PG 494-497 3/9/2015 CC FL Escambia

12. NAME OF PARTY AUTHORIZING THIS AMENDMENT: Same as item 9 on Amendment form

12a. ORGANIZATION'S NAME WHITNEY BANK d/b/a HANCOCK BANK			
OR			
12b. INDIVIDUAL'S SURNAME			
FIRST PERSONAL NAME			
ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX		

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OR	13b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)
			SUFFIX

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Debtor Name and Address:
WIGGINS INVESTMENTS, LLC - P.O. BOX 208, PENSACOLA, FL 32591

Secured Party Name and Address:

HANCOCK WHITNEY BANK - P.O. Box 211269, Montgomery, AL 36121



15. This FINANCING STATEMENT AMENDMENT:

covers timber to be cut covers as-extracted collateral is filed as a fixture filing

16. Name and address of a RECORD OWNER of real estate described in item 17
(if Debtor does not have a record interest):

17. Description of real estate:

SEE INDICATED COLLATERAL

18. MISCELLANEOUS: 71994371-FL-33 20893 - Hancock Whitney Bank WHITNEY BANK d/b/a HANCOCK File with: Escambia, FL FL LAKELAND BFC P&E FL 8494 33000371401



UCC FINANCING STATEMENT AMENDMENT

FOLLOW INSTRUCTIONS

A. NAME & PHONE OF CONTACT AT FILER (optional) Name: Wolters Kluwer Lien Solutions Phone: 800-331-3282 Fax: 818-662-4141	B. E-MAIL CONTACT AT FILER (optional) uccfilingreturn@wolterskluwer.com
C. SEND ACKNOWLEDGMENT TO: (Name and Address) 20893 - Hancock Whitney	
<p>Lien Solutions P.O. Box 29071 Glendale, CA 91209-9071</p> <p>100648933</p> <p>FLFL Fixture</p>	
File with: Escambia, FL	

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1a. INITIAL FINANCING STATEMENT FILE NUMBER 2015018062;BK 7311;PG 494-497 3/9/2015 CC FL Escambia	1b. <input checked="" type="checkbox"/> This FINANCING STATEMENT AMENDMENT is to be filed [for record] (or recorded) in the REAL ESTATE RECORDS Filer: attach Amendment Addendum (Form UCC3AD) and provide Debtor's name in item 13			
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7b. INDIVIDUAL'S SURNAME				
FIRST PERSONAL NAME				
ADDITIONAL NAME(S)/INITIAL(S)				
SUFFIX				
7a. ORGANIZATION'S NAME				
OR 7b. INDIVIDUAL'S SURNAME				
INDIVIDUAL'S FIRST PERSONAL NAME				
INDIVIDUAL'S ADDITIONAL NAME(S)/INITIAL(S)				
SUFFIX				
7c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY
8. <input type="checkbox"/> COLLATERAL CHANGE: Also check <u>one</u> of these four boxes: <input type="checkbox"/> ADD collateral <input type="checkbox"/> DELETE collateral <input type="checkbox"/> RESTATE covered collateral <input type="checkbox"/> ASSIGN collateral Indicate collateral:				



9. NAME OF SECURED PARTY OF RECORD AUTHORIZING THIS AMENDMENT: Provide only <u>one</u> name (9a or 9b) (name of Assignor, if this is an Assignment) If this is an Amendment authorized by a DEBTOR, check here <input type="checkbox"/> and provide name of authorizing Debtor

9a. ORGANIZATION'S NAME HANCOCK WHITNEY BANK	9b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
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10. OPTIONAL FILER REFERENCE DATA: Debtor Name: WIGGINS INVESTMENTS, LLC 100648933	FL LAKELAND BFC P&E8494	33000371401
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UCC FINANCING STATEMENT AMENDMENT ADDENDUM

FOLLOW INSTRUCTIONS

11. INITIAL FINANCING STATEMENT FILE NUMBER: Same as item 1a on Amendment form
2015018062;BK 7311;PG 494-497 3/9/2015 CC FL Escambia

12. NAME OF PARTY AUTHORIZING THIS AMENDMENT: Same as item 9 on Amendment form

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12b. INDIVIDUAL'S SURNAME			
FIRST PERSONAL NAME			
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			SUFFIX

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Debtor Name and Address:

WIGGINS INVESTMENTS, LLC - P.O. BOX 208, PENSACOLA, FL 32591

Secured Party Name and Address:

HANCOCK WHITNEY BANK - P.O. Box 211269, Montgomery, AL 36121



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covers timber to be cut covers as-extracted collateral is filed as a fixture filing

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(if Debtor does not have a record interest):

17. Description of real estate:

SEE INDICATED COLLATERAL

18. MISCELLANEOUS: 100648933-FL-33 20893 - Hancock Whitney Bank

HANCOCK WHITNEY BANK

File with: Escambia, FL FL LAKELAND BFC P&E8494 33000371401

STATE OF FLORIDA
COUNTY OF ESCAMBIA

**SUBORDINATION, NON-DISTURBANCE
AND ATTORNMENT AGREEMENT**

THIS AGREEMENT made and entered into this _____ day of March, 2015, by and among **LKW INVESTMENTS, LLC**, a Florida limited liability company, whose address is: P. O. Box 208, Pensacola, Florida 32591-2950, ("Landlord"), **WHITNEY BANK DBA HANCOCK BANK**, whose address is: 101 West Garden Street, Pensacola, Florida 32502, ("Lender"), and **FAMILY DOLLAR STORES OF FLORIDA, INC.**, a Florida corporation, whose address is: Post Office Box 1017, Charlotte, North Carolina 28201-1017, ("Tenant");

W I T N E S S E T H:

- A. Tenant entered into Lease Agreement dated June 14, 2001, as modified by Letter Agreement dated March 18, 2013, (the "Lease") with Landlord for premises located at 11200 Highway 97, in the City of Walnut Hill, County of Escambia, State of Florida, demised to Tenant (the "Demised Premises") as shown on the site plan attached as Exhibit B to the Lease which is incorporated herein by reference.
- B. Lender intends to make a loan to Landlord to be secured by a mortgage or deed of trust (the "Mortgage") on the demised premises.
- C. Tenant and Lender desire to confirm their agreement with respect to the Lease and the Mortgage.

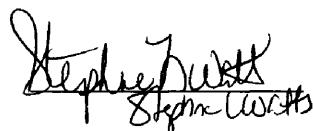
NOW, THEREFORE, in consideration of the premises and the mutual covenants set forth below and other good and valuable consideration, the parties hereto agree as follows:

1. The Lease is and shall be subordinate to the lien of the Mortgage and to all renewals, modifications and extensions thereof subject to the terms of this Agreement.
2. So long as Tenant is not in default (beyond any period given Tenant to cure such default) in the payment of rent or in the performance of any of the terms, covenants or conditions of the Lease on Tenant's part to be performed, the nonperformance of which would entitle Landlord to terminate the Lease, (i) Tenant's possession of the demised premises and Tenant's rights and privileges under the Lease, and any extensions or renewals thereof or acquisition of additional space which may be effected in accordance with any option therefore in the Lease, shall not be diminished or interfered with by Lender in the exercise of any of its rights under the Mortgage, (ii) Tenant's occupancy of the demised premises shall not be disturbed by Lender in the exercise of any of its rights under the Mortgage during the term of the Lease or any such extensions or renewals thereof, and (iii) Lender will not join Tenant as a party defendant in any action or proceeding for the purpose of terminating Tenant's interest and estate under the Lease because of any default under the Mortgage.

3. If the interest of Landlord shall be acquired by Lender or by anyone claiming an interest in the Demised Premises by or through Lender including any purchaser at a foreclosure sale ("Successor Landlord") by reason of foreclosure of the Mortgage or other proceedings brought to enforce the rights of Lender or by deed in lieu of foreclosure, then Tenant and Lender or such Successor Landlord shall be bound to each other under all of the terms of the Lease for the balance of the term thereof remaining including any extensions or renewals thereof elected by Tenant, with the same force and effect as if Lender or such Successor Landlord were the Landlord under the Lease and Tenant hereby attorns to Lender or such Successor Landlord as the Landlord under the Lease, such attornment to be automatically effective without the execution of any further instrument. Notwithstanding the foregoing, Tenant shall be under no obligation to pay rent to Lender or to such Successor Landlord until Tenant has received written notice from Lender or such Successor Landlord that it has acquired the interest of the Landlord in the Demised Premises, which notice shall be accompanied by reasonable documentation evidencing such acquisition. The respective rights and obligations of Tenant and Lender or such Successor Landlord upon such attornment shall be as set forth in the Lease, including Tenant's right to such rent credits, if any, for leasehold improvements as are described in the Lease, it being the intention of the parties for this purpose to incorporate the Lease in this agreement by reference with the same force and effect as if set forth at length herein.
4. Landlord hereby agrees that if Lender notifies Tenant that Lender is entitled to receive the rent and/or any other payments including reimbursements, if any, due under the Lease pursuant to an Assignment of Rents or any other instrument or agreement signed by Landlord, then Tenant will be entitled to comply with said instrument upon being furnished a copy of it by Landlord or Lender, and Tenant may rely on any assertion by Lender that Lender is entitled to receive the rents (and if applicable, other payments due under the Lease), whether due to Landlord's default under the Mortgage, or otherwise, and Tenant will have no obligation to make any independent determination as to whether the assertions of Lender are true. Any rent or other sums paid to Lender upon Lender's demand shall be deemed to be payments to Landlord pursuant to the Lease.
5. This Agreement will automatically expire upon the occurrence of either of the following: (i) The term of the Lease will expire or the Lease shall be terminated, or (ii) the loan secured by the Mortgage will be paid in full by the Landlord such that neither Lender nor anyone claiming by or through Lender has an interest in the Demised Premises and the Mortgage will be released of record.
6. This Agreement may not be cancelled or modified except by an agreement in writing signed by Lender and Tenant or their respective successors. This Agreement is contingent upon full execution by all parties, with a fully executed copy returned to Tenant within thirty (30) days of the date hereinabove written. In the event a fully executed copy has not been returned to Tenant within said period, Tenant's execution hereon shall be considered revoked and this Agreement shall be null and void and of no further force or effect as to Tenant.
7. This Agreement and the rights and obligations hereunder of the Landlord, Tenant, and Lender will bind and inure to the benefit of their respective heirs, successors and assigns.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly signed and sealed.

Witness:


Stephen West

LANDLORD
LKW INVESTMENTS, LLC
a Florida limited liability company

By: Charles K. Wiggins
Name: CHARLES K. WIGGINS
Title: Manager

Attest:

Secretary

LENDER
WHITNEY BANK DBA HANCOCK BANK

By: Robert C. Maley
Name: Robert C. Maley
Title: Senior Vice President

TENANT

ATTEST:

FAMILY DOLLAR STORES OF FLORIDA, INC., a
Florida corporation


Thomas E. Schoenheit,
Assistant Secretary

By: 
Jose M. Luis, Vice President

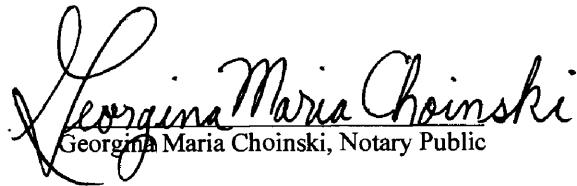
STATE OF NORTH CAROLINA

NOTARY

COUNTY OF MECKLENBURG

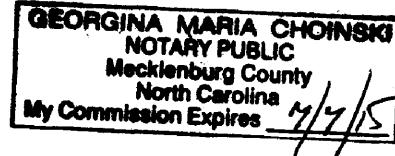
I, Georgina Maria Choinski, a Notary Public in and for the aforesaid State and County, do hereby certify that **JOSE M. LUIS** and **THOMAS E. SCHOENHEIT**, Vice President and Assistant Secretary, respectively, of **FAMILY DOLLAR STORES OF FLORIDA, INC.**, a Florida corporation, personally appeared before me this day and that by the authority duly given and as the act of the corporation, the foregoing instrument was signed and executed by them for the purposes therein expressed.

WITNESS my hand and notarial seal this the 9th day of March, 2015.



Georgina Maria Choinski, Notary Public

My Commission Expires:
July 7, 2015



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STATE OF Florida

NOTARY

COUNTY Escambia

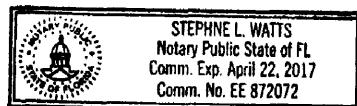
I, Stephne Watts, a Notary Public in and for the aforesaid State and County, do hereby certify that Charles K. Wiggins personally appeared before me this day and that by the authority duly given and on behalf of **LKW INVESTMENTS, LLC**, a Florida limited liability company, acknowledged the foregoing instrument was signed and executed by them for the purposes therein expressed.

WITNESS my hand and notarial seal this the 8th day of May, 2015.

Stephne Watts
Stephne Watts, Notary Public

My Commission Expires:

4/22/15



STATE OF Florida

NOTARY

COUNTY OF Escambia

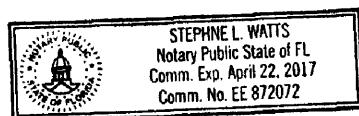
I, Stephne L. Watts, a Notary Public in and for the aforesaid State and County, do hereby certify that Robert C. Matoy personally appeared before me this day and that by the authority duly given and on behalf of **WHITNEY BANK DBA HANCOCK BANK**, acknowledged the foregoing instrument was signed and executed by them for the purposes therein expressed.

WITNESS my hand and notarial seal this the 31st day of March, 2015.

Stephne Watts
Stephne Watts, Notary Public

My Commission Expires:

4/22/17



PREPARED BY: William H. Mitchem
RETURN TO: William H. Mitchem
501 Commendencia St.
P.O. Box 12950
Pensacola, Florida 32591-2950

SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT AGREEMENT

This SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT AGREEMENT (hereafter referred to as "Agreement") is made ~~February~~ April, 2015, by and between Whitney Bank d/b/a Hancock Bank, whose address is 101 W. Garden Street, Pensacola, Florida 32502 ("Bank"), and New Beginnings Ministries, whose address is P. O. Box 1391, Atmore, Alabama 32568 ("Tenant").

As security for a loan made by Bank, Wiggins Investments, LLC ("Landlord") has given or will give to Bank a Mortgage to be recorded in the public records of the County of Escambia, State of Florida, (the "Security Instrument"), which Security Instrument will constitute a first lien against the real property described on Schedule "A" attached hereto (the "Property").

Tenant has entered into a lease dated July 2, 2014 (the "Lease") covering all or a portion of the Property (the "Leased Premises"). As a condition of making the loan, Bank has required that the Lease be subordinated to the Security Instrument and that Tenant agree to attorn to the purchaser of the Property in the event of foreclosure of the Security Instrument, or to Bank prior to foreclosure in the event Bank elects to collect the rents and other sums due and becoming due under the Lease, and Tenant is willing to so attorn if Bank will recognize Tenant's rights under the Lease as hereinafter provided.

Relying on the covenants, agreements, representations and warranties contained in this Agreement, Bank and Tenant agree as follows:

Subordination of Lease. The Lease is and shall be subject and subordinate to the provisions and lien of the Security Instrument and to all renewals, modifications, consolidations, replacements and extensions thereof, to the full extent of the principal amount and other sums secured thereby and interest thereon, as if the Lease had been executed and delivered after the execution, delivery and recording of the Security Instrument.

Attornment. Tenant agrees that Tenant will attorn to and recognize: (i) Bank, whether as mortgagee in possession or otherwise; or (ii) any purchaser at a foreclosure sale under the Security Instrument, or any transferee who acquires possession of or title to the Property, or any successors and assigns of such purchasers and/or transferees (each, a "Successor"), as its landlord for the unexpired balance (and any extensions, if exercised) of the term of the Lease upon the terms and conditions set forth therein. Such attornment shall be effective and self-operative without the execution of any further instruments by any party hereto; provided, however, that Tenant will, upon request by Bank or any Successor, execute a written agreement attorning to Bank or such Successor.

Non-Disturbance. So long as Tenant complies with Tenant's obligations under this Agreement and is not in default under the Lease, Bank will not disturb Tenant's use, possession and enjoyment of the Leased Premises nor will Tenant's rights under the Lease be impaired (except as provided in paragraph entitled Tenant's Agreement, below) in any foreclosure action, sale under a power of sale, transfer in lieu of the foregoing, or the exercise of any other remedy pursuant to the Security Instrument.

Assignment of Leases. Tenant consents to the Assignment of Leases contained in the Security Instrument (the "Assignment"). Tenant agrees that if Bank, pursuant to the Assignment, and whether or not it becomes a mortgagee in possession, shall give notice to Tenant that Bank has elected to require Tenant to pay to Bank the rent and other charges payable by Tenant under the Lease, Tenant shall, until Bank shall have canceled such election, thereafter pay to Bank all rent and other sums payable under the Lease. Any such payment shall be made notwithstanding any right of setoff, defense or counterclaim which Tenant may have against Landlord, or any right to terminate the Lease.

Limitation of Liability. In the event that Bank succeeds to the interest of Landlord under the Lease, or title to the Property, then Bank and any Successor shall assume and be bound by the obligations of the landlord under the Lease which accrue from and after such party's succession to any prior landlord's interest in the Leased Premises, but Bank and such Successor shall not be: (i) liable for any act or omission of any prior landlord; (ii) liable for the retention, application or return of any security deposit to the extent not paid over to Bank; (iii) subject to any offsets or defenses which Tenant might have against any prior landlord; (iv) bound by any rent or additional rent which Tenant might have paid for more than the current month to any prior landlord; or (v) bound by any amendment or modification of the Lease made without Bank's or such Successor's prior written consent. Nothing in this section shall be deemed to waive any of Tenant's rights and remedies against any prior landlord.

Tenant agrees that any person or entity which at any time hereafter becomes the landlord under the Lease, including without limitation, Bank or any Successor, shall be liable only for the performance of the obligations of the landlord which arise during the period of its or their ownership of the Leased Premises and shall not be liable for any obligations of the landlord under the Lease which arise prior to or subsequent to such ownership. Tenant further agrees that any such liability shall be limited to the interest of Bank or such Successor in the Property.

Right to Cure Defaults. Tenant agrees to give notice to Bank of any default by Landlord under the Lease, specifying the nature of such default, and thereupon Bank shall have the right (but not the obligation) to cure such default, and Tenant shall not terminate the Lease or abate the rent payable thereunder by reason of such default until it has afforded Bank thirty (30) days after Bank's receipt of such notice to cure such default and a reasonable period of time in addition thereto (i) if the circumstances are such that said default cannot reasonably be cured within said thirty (30) day period and Bank has commenced and is diligently pursuing such cure, or (ii) during and after any litigation action including a foreclosure, bankruptcy, possessory action or a combination thereof. It is specifically agreed that Tenant shall not require Bank to cure any default which is not susceptible of cure by Bank.

Tenant's Agreements. Tenant hereby covenants and agrees that: (i) Tenant shall not pay any rent under the Lease more than one month in advance; (ii) Tenant shall have no right to appear in any foreclosure action under the Security Instrument; (iii) Tenant shall not amend, modify, cancel or terminate the Lease without Bank's prior written consent, and any attempted amendment, modification, cancellation or termination of the Lease without such consent shall be of no force or effect as to Bank; (iv) Tenant shall not subordinate the Lease to any lien or encumbrance (other than the Security Instrument) without Bank's prior written consent; (v) Tenant shall not assign the Lease or sublet all or any portion of the Leased Premises (except as permitted by the terms of the Lease) without Bank's prior written consent; (vi) Tenant shall promptly deliver to Bank, from time to time, a written statement in form and substance satisfactory to Bank certifying to certain matters relating to the Lease; and (vii) this Agreement satisfies any requirement in the Lease relating to the granting of a non-disturbance agreement.

Miscellaneous. (i) The provisions hereof shall be binding upon and inure to the benefit of Tenant and Bank and their respective successors and assigns; (ii) Any demands or requests shall be sufficiently

given Tenant if in writing and mailed or delivered to the address of Tenant shown above and to Bank if in writing and mailed or delivered to Whitney Bank dba Hancock Bank, 101 W. Garden Street, Pensacola, Florida 32502, or such other address as Bank may specify from time to time. Notices to Bank must include the mail code; (iii) The Agreement may not be changed, terminated or modified orally or in any manner other than by an instrument in writing signed by the parties hereto; (iv) The captions or headings at the beginning of each paragraph hereof are for the convenience of the parties and are not part of this Agreement; (v) This Agreement shall be governed by and construed under the laws of the jurisdiction where this Agreement is recorded.

IN WITNESS WHEREOF, the parties hereto have signed and sealed this instrument as of the day and year first above written.

Tenant

New Beginnings Ministries

By: Thurl Pearson (SEAL)

Name: Thurl Pearson, Title: PASTOR

Bank

Whitney Bank d/b/a Hancock Bank

CORPORATE
SEAL

By: Robert C. Maloy
Robert C. Maloy, Vice President

State of Alabama
County of Escambia

Professional Corporation/Association Acknowledgment

The foregoing instrument was acknowledged before me this 26th day of February, 2015, by Thurl Pearson (Name), Poster (Title) of New Beginnings Ministries. He/she is personally known to me or has produced AC II as identification.



Angela Ann Boatwright
Notary Public
(Printed Name of Notary)
My Commission Expires: June 9 2015
Commission No: 9250

State of Florida
County of Escambia

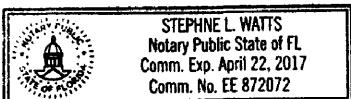
Bank Acknowledgment

The foregoing instrument was acknowledged this day by Robert C. Maloy, as Vice President of Whitney Bank d/b/a Hancock Bank, on behalf of the bank, who is personally known to me or who has produced a current Florida driver's license as identification.

Witness my hand and official seal, this 30th day of March, 2015.

Stephne L. Watts
Notary Public
(Printed Name of Notary)
Commission Expires: _____
Commission Number: _____

(Notary Seal)



SCHEDULE A

LEGAL DESCRIPTION

A portion of the following described property:

Parcel I: Commencing at a point 675 feet South of the North line of Lot 1 of Fractional Section 36, Township 6 North, Range 33 West, Escambia County, Florida, at a point on the East line of the right-of-way of the Atmore-Molino Highway; run thence East 250 feet, thence North 250 feet, thence in a Northwest direction to a point on the East line of the Atmore-Molino Highway right-of-way which is 300 feet North of the starting point; thence run South along the East line of the Atmore-Molino Highway 300 feet, more or less, to the point of starting, being a tract of land fronting 300 feet on the Atmore-Molino Highway and running back Eastwardly 250 feet and being 250 feet in width on the East end.

Parcel II: Beginning at a point on the East line of Section 36, Township 6 North, Range 33 West, Escambia County, Florida, which is 675 feet South of the Northeast Corner of said Section, thence South along the East line of said Section a distance of 798 feet, thence West 902 feet, more or less, to the East line of the Pensacola Public Road, thence Northeasterly along the East line of said road a distance of 815 feet, thence East 736 feet, more or less, to the East line of said Section 36, lying and being in Lot 1 of Section 36, Township 6 North, Range 33 West.

PREPARED BY: William H. Mitchem
RETURN TO: William H. Mitchem
501 Commendencia St.
P.O. Box 12950
Pensacola, Florida 32591-2950

SUBORDINATION, NON-DISTURBANCE AND ATTORNEY AGREEMENT

This SUBORDINATION, NON-DISTURBANCE AND ATTORNEY AGREEMENT (hereafter referred to as "Agreement") is made February 10, 2015, by and between Whitney Bank d/b/a Hancock Bank, whose address is 101 W. Garden Street, Pensacola, Florida 32502 ("Bank"), and New Beginnings Ministries, whose address is P. O. Box 1391, Atmore, Alabama 32568 ("Tenant").

As security for a loan made by Bank, Wiggins Investments, LLC ("Landlord") has given or will give to Bank a Mortgage to be recorded in the public records of the County of Escambia, State of Florida, (the "Security Instrument"), which Security Instrument will constitute a first lien against the real property described on Schedule "A" attached hereto (the "Property").

Tenant has entered into a lease dated October 22, 2014 (the "Lease") covering all or a portion of the Property (the "Leased Premises"). As a condition of making the loan, Bank has required that the Lease be subordinated to the Security Instrument and that Tenant agree to attorn to the purchaser of the Property in the event of foreclosure of the Security Instrument, or to Bank prior to foreclosure in the event Bank elects to collect the rents and other sums due and becoming due under the Lease, and Tenant is willing to so attorn if Bank will recognize Tenant's rights under the Lease as hereinafter provided.

Relying on the covenants, agreements, representations and warranties contained in this Agreement, Bank and Tenant agree as follows:

Subordination of Lease. The Lease is and shall be subject and subordinate to the provisions and lien of the Security Instrument and to all renewals, modifications, consolidations, replacements and extensions thereof, to the full extent of the principal amount and other sums secured thereby and interest thereon, as if the Lease had been executed and delivered after the execution, delivery and recording of the Security Instrument.

Attornment. Tenant agrees that Tenant will attorn to and recognize: (i) Bank, whether as mortgagee in possession or otherwise; or (ii) any purchaser at a foreclosure sale under the Security Instrument, or any transferee who acquires possession of or title to the Property, or any successors and assigns of such purchasers and/or transferees (each, a "Successor"), as its landlord for the unexpired balance (and any extensions, if exercised) of the term of the Lease upon the terms and conditions set forth therein. Such attornment shall be effective and self-operative without the execution of any further instruments by any party hereto; provided, however, that Tenant will, upon request by Bank or any Successor, execute a written agreement attorning to Bank or such Successor.

Non-Disturbance. So long as Tenant complies with Tenant's obligations under this Agreement and is not in default under the Lease, Bank will not disturb Tenant's use, possession and enjoyment of the Leased Premises nor will Tenant's rights under the Lease be impaired (except as provided in paragraph entitled Tenant's Agreement, below) in any foreclosure action, sale under a power of sale, transfer in lieu of the foregoing, or the exercise of any other remedy pursuant to the Security Instrument.

Assignment of Leases. Tenant consents to the Assignment of Leases contained in the Security Instrument (the "Assignment"). Tenant agrees that if Bank, pursuant to the Assignment, and whether or not it becomes a mortgagee in possession, shall give notice to Tenant that Bank has elected to require Tenant to pay to Bank the rent and other charges payable by Tenant under the Lease, Tenant shall, until Bank shall have canceled such election, thereafter pay to Bank all rent and other sums payable under the Lease. Any such payment shall be made notwithstanding any right of setoff, defense or counterclaim which Tenant may have against Landlord, or any right to terminate the Lease.

Limitation of Liability. In the event that Bank succeeds to the interest of Landlord under the Lease, or title to the Property, then Bank and any Successor shall assume and be bound by the obligations of the landlord under the Lease which accrue from and after such party's succession to any prior landlord's interest in the Leased Premises, but Bank and such Successor shall not be: (i) liable for any act or omission of any prior landlord; (ii) liable for the retention, application or return of any security deposit to the extent not paid over to Bank; (iii) subject to any offsets or defenses which Tenant might have against any prior landlord; (iv) bound by any rent or additional rent which Tenant might have paid for more than the current month to any prior landlord; or (v) bound by any amendment or modification of the Lease made without Bank's or such Successor's prior written consent. Nothing in this section shall be deemed to waive any of Tenant's rights and remedies against any prior landlord.

Tenant agrees that any person or entity which at any time hereafter becomes the landlord under the Lease, including without limitation, Bank or any Successor, shall be liable only for the performance of the obligations of the landlord which arise during the period of its or their ownership of the Leased Premises and shall not be liable for any obligations of the landlord under the Lease which arise prior to or subsequent to such ownership. Tenant further agrees that any such liability shall be limited to the interest of Bank or such Successor in the Property.

Right to Cure Defaults. Tenant agrees to give notice to Bank of any default by Landlord under the Lease, specifying the nature of such default, and thereupon Bank shall have the right (but not the obligation) to cure such default, and Tenant shall not terminate the Lease or abate the rent payable thereunder by reason of such default until it has afforded Bank thirty (30) days after Bank's receipt of such notice to cure such default and a reasonable period of time in addition thereto (i) if the circumstances are such that said default cannot reasonably be cured within said thirty (30) day period and Bank has commenced and is diligently pursuing such cure, or (ii) during and after any litigation action including a foreclosure, bankruptcy, possessory action or a combination thereof. It is specifically agreed that Tenant shall not require Bank to cure any default which is not susceptible of cure by Bank.

Tenant's Agreements. Tenant hereby covenants and agrees that: (i) Tenant shall not pay any rent under the Lease more than one month in advance; (ii) Tenant shall have no right to appear in any foreclosure action under the Security Instrument; (iii) Tenant shall not amend, modify, cancel or terminate the Lease without Bank's prior written consent, and any attempted amendment, modification, cancellation or termination of the Lease without such consent shall be of no force or effect as to Bank; (iv) Tenant shall not subordinate the Lease to any lien or encumbrance (other than the Security Instrument) without Bank's prior written consent; (v) Tenant shall not assign the Lease or sublet all or any portion of the Leased Premises (except as permitted by the terms of the Lease) without Bank's prior written consent; (vi) Tenant shall promptly deliver to Bank, from time to time, a written statement in form and substance satisfactory to Bank certifying to certain matters relating to the Lease; and (vii) this Agreement satisfies any requirement in the Lease relating to the granting of a non-disturbance agreement.

Miscellaneous. (i) The provisions hereof shall be binding upon and inure to the benefit of Tenant and Bank and their respective successors and assigns; (ii) Any demands or requests shall be sufficiently

given Tenant if in writing and mailed or delivered to the address of Tenant shown above and to Bank if in writing and mailed or delivered to Whitney Bank dba Hancock Bank, 101 W. Garden Street, Pensacola, Florida 32502, or such other address as Bank may specify from time to time. Notices to Bank must include the mail code; (iii) The Agreement may not be changed, terminated or modified orally or in any manner other than by an instrument in writing signed by the parties hereto; (iv) The captions or headings at the beginning of each paragraph hereof are for the convenience of the parties and are not part of this Agreement; (v) This Agreement shall be governed by and construed under the laws of the jurisdiction where this Agreement is recorded.

IN WITNESS WHEREOF, the parties hereto have signed and sealed this instrument as of the day and year first above written.

Tenant

New Beginnings Ministries

By: Thurl Pearson (SEAL)

Name: Thurl Pearson, Title: PASTOR

Bank

Whitney Bank d/b/a Hancock Bank

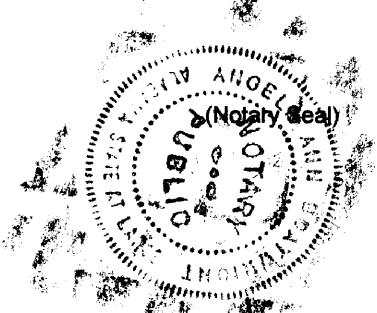
By: Robert C. Maloy
Robert C. Maloy, Vice President

CORPORATE
SEAL

State of Alabama
County of Escanbria

Professional Corporation/Association Acknowledgment

The foregoing instrument was acknowledged before me this 16th day of January, 2015, by Thurl Recsrn (Name), PG 508 (Title) of New Beginnings Ministries. He/she is personally known to me or has produced ALD as identification.



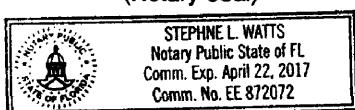
State of Florida
County of Escambia

Bank Acknowledgment

The foregoing instrument was acknowledged this day by Robert C. Maloy, as Vice President of Whitney Bank d/b/a Hancock Bank, on behalf of the bank, who is personally known to me or who has produced a current Florida driver's license as identification.

Witness my hand and official seal, this 16th day of March, 2015.

Stephne L. Watts
Notary Public
Stephne L. Watts
(Printed Name of Notary)
Commission Expires: _____
Commission Number: _____



SCHEDULE A

LEGAL DESCRIPTION

A portion of the following described property:

Parcel I: Commencing at a point 675 feet South of the North line of Lot 1 of Fractional Section 36, Township 6 North, Range 33 West, Escambia County, Florida, at a point on the East line of the right-of-way of the Atmore-Molino Highway; run thence East 250 feet, thence North 250 feet, thence in a Northwest direction to a point on the East line of the Atmore-Molino Highway right-of-way which is 300 feet North of the starting point; thence run South along the East line of the Atmore-Molino Highway 300 feet, more or less, to the point of starting, being a tract of land fronting 300 feet on the Atmore-Molino Highway and running back Eastwardly 250 feet and being 250 feet in width on the East end.

Parcel II: Beginning at a point on the East line of Section 36, Township 6 North, Range 33 West, Escambia County, Florida, which is 675 feet South of the Northeast Corner of said Section, thence South along the East line of said Section a distance of 798 feet, thence West 902 feet, more or less, to the East line of the Pensacola Public Road, thence Northeasterly along the East line of said road a distance of 815 feet, thence East 736 feet, more or less, to the East line of said Section 36, lying and being in Lot 1 of Section 36, Township 6 North, Range 33 West.

STATE OF FLORIDA
COUNTY OF ESCAMBIA

CERTIFICATE OF NOTICE OF MAILING
NOTICE OF APPLICATION FOR TAX DEED

CERTIFICATE # 06758 of 2022

I, PAM CHILDERS, CLERK OF THE CIRCUIT COURT OF ESCAMBIA COUNTY, FLORIDA, do hereby certify that I did on March 20, 2025, mail a copy of the foregoing Notice of Application for Tax Deed, addressed to:

WIGGINS INVESTMENTS LLC
C/O LAJUANA W PORTER
1282 OCEAN MANOR LN
LEAGUE CITY, TX 77573

LKW INVESTMENTS, LLC
1282 OCEAN MANOR LN
LEAGUE CITY, TX 77573

WHITNEY BANK DBA HANCOCK BANK
101 W GARDEN ST
PENSACOLA, FL 32502

LKW INVESTMENTS, LLC
11204 HIGHWAY 97
MCDAVID, FL 32568

NEW BEGINNINGS MINISTRIES
PO BOX 1391
ATMORE, AL 32568

FAMILY DOLLAR STORES OF FL INC
PO BOX 1017
CHARLOTTE, NC 28201-1017

LKW INVESTMENTS, LLC
C/O KUN WAH LO
13903 NW 11 PL
PEMBROKE PINES, FL 33028

WITNESS my official seal this 20th day of March 2025.

PAM CHILDERS
CLERK OF THE CIRCUIT COURT
ESCAMBIA COUNTY, FLORIDA



By:
Emily Hogg
Deputy Clerk

WARNING

THERE ARE UNPAID TAXES ON PROPERTY WHICH YOU OWN OR IN WHICH YOU HAVE A LEGAL INTEREST. THE PROPERTY WILL BE SOLD AT PUBLIC AUCTION ON May 7, 2025, UNLESS THE TAXES ARE PAID. SHOULD YOU NEED FURTHER INFORMATION CONTACT THE CLERK OF THE CIRCUIT COURT IMMEDIATELY AT 850-595-3793.

NOTICE OF APPLICATION FOR TAX DEED

NOTICE IS HEREBY GIVEN, That **KEYS FUNDING LLC** holder of **Tax Certificate No. 06758**, 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 PT 675 FT S OF N LI OF LT 1 AT A PT ON E LI OF R/W OF ATMORE-MOLINO HWY E 250 FT NW TO PT ON E LI OF ATMORE-MOLINO HWY 300 FT N OF BEG S ALG E LI OF H/W 300 FT TO POB & ALSO BEG 675 FT S OF NE COR SEC S 798 FT W 902 FT TO RD NELY ON RD 815 FT E 736 FT TO POB OR 6210 P 23

SECTION 36, TOWNSHIP 6 N, RANGE 33 W

TAX ACCOUNT NUMBER 124117100 (0525-56)

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

WIGGINS INVESTMENTS LLC

Unless said certificate shall be redeemed according to law, the property described therein will be sold to the highest bidder at public auction at 9:00 A.M. on the **first** Wednesday in the month of May, which is the **7th day of May 2025**.

Dated this 17th day of March 2025.

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

IF THE PROPERTY PROCEEDS TO SALE, YOU WILL RECEIVE NOTICE FROM US REGARDING SURPLUS FUNDS. YOU MAY CLAIM THE FUNDS DIRECTLY FROM OUR OFFICE, FREE OF CHARGE. PAYING A FEE FROM THE SURPLUS FOR ASSISTANCE FROM A THIRD PARTY IS NOT REQUIRED.

WARNING

THERE ARE UNPAID TAXES ON PROPERTY WHICH YOU OWN OR IN WHICH YOU HAVE A LEGAL INTEREST. THE PROPERTY WILL BE SOLD AT PUBLIC AUCTION ON May 7, 2025, UNLESS THE TAXES ARE PAID. SHOULD YOU NEED FURTHER INFORMATION CONTACT THE CLERK OF THE CIRCUIT COURT IMMEDIATELY AT 850-595-3793.

NOTICE OF APPLICATION FOR TAX DEED

NOTICE IS HEREBY GIVEN, That **KEYS FUNDING LLC** holder of **Tax Certificate No. 06758**, 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 PT 675 FT S OF N LI OF LT 1 AT A PT ON E LI OF R/W OF ATMORE-MOLINO HWY E 250 FT NW TO PT ON E LI OF ATMORE-MOLINO HWY 300 FT N OF BEG S ALG E LI OF H/W 300 FT TO POB & ALSO BEG 675 FT S OF NE COR SEC S 798 FT W 902 FT TO RD NELY ON RD 815 FT E 736 FT TO POB OR 6210 P 23

SECTION 36, TOWNSHIP 6 N, RANGE 33 W

TAX ACCOUNT NUMBER 124117100 (0525-56)

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

WIGGINS INVESTMENTS LLC

Unless said certificate shall be redeemed according to law, the property described therein will be sold to the highest bidder at public auction at 9:00 A.M. on the **first** Wednesday in the month of May, which is the **7th day of May 2025**.

Dated this 17th day of March 2025.

In accordance with the AMERICANS WITH DISABILITIES ACT, if you are a person with a disability who needs special accommodation in order to participate in this proceeding you are entitled to the provision of certain assistance. Please contact Emily Hogg not later than seven days prior to the proceeding at Escambia County Government Complex, 221 Palafox Place Ste 110, Pensacola FL 32502. Telephone: 850-595-3793.

Post Property:

**11204 HIGHWAY 97 (DAVISVILLE)
32535**

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



By:
Emily Hogg
Deputy Clerk

IF THE PROPERTY PROCEEDS TO SALE, YOU WILL RECEIVE NOTICE FROM US REGARDING SURPLUS FUNDS. YOU MAY CLAIM THE FUNDS DIRECTLY FROM OUR OFFICE, FREE OF CHARGE. PAYING A FEE FROM THE SURPLUS FOR ASSISTANCE FROM A THIRD PARTY IS NOT REQUIRED.

ESCAMBIA COUNTY SHERIFF'S OFFICE
ESCAMBIA COUNTY, FLORIDA

NON-ENFORCEABLE RETURN OF SERVICE

DS2S 56

Document Number: ECSO25CIV009966NON

Agency Number: 25-004759

Court: TAX DEED

County: ESCAMBIA

Case Number: CERT NO 06758 2022

Attorney/Agent:

PAM CHILDERS
CLERK OF COURT
TAX DEED

Plaintiff: RE WIGGINS INVESTMENTS LLC

Defendant:

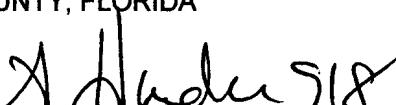
Type of Process: NOTICE OF APPLICATION FOR TAX DEED

Received this Writ on 3/21/2025 at 9:16 AM and served same at 7:24 AM on 3/26/2025 in ESCAMBIA COUNTY, FLORIDA, by serving POST PROPERTY , the within named, to wit: , .

POSTED TO PROPERTY PER CLERKS OFFICE INSTRUCTIONS

CHIP W SIMMONS, SHERIFF
ESCAMBIA COUNTY, FLORIDA

By: _____


A. HARDIN, CPS

Service Fee: \$40.00
Receipt No: BILL

WARNING

THERE ARE UNPAID TAXES ON PROPERTY WHICH YOU OWN OR IN WHICH YOU HAVE A LEGAL INTEREST. THE PROPERTY WILL BE SOLD AT PUBLIC AUCTION ON May 7, 2025, UNLESS THE TAXES ARE PAID. SHOULD YOU NEED FURTHER INFORMATION CONTACT THE CLERK OF THE CIRCUIT COURT IMMEDIATELY AT 850-595-3793.

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11204 HIGHWAY 97 (DAVISVILLE)
32535



PAM CHILDERS
CLERK OF THE CIRCUIT COURT
ESCAMBIA COUNTY, FLORIDA

By:
Emily Hogg
Deputy Clerk

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APR 21 AM 9:16
ESCAMBIA COUNTY, FL
CLERK'S OFFICE
MAIL UNIT

WIGGINS INVESTMENTS LLC
[0525-56]
C/O LAJUANA W PORTER
1282 OCEAN MANOR LN
LEAGUE CITY, TX 77573

9171 9690 0935 0127 2428 09

LKW INVESTMENTS, LLC [0525-56]
1282 OCEAN MANOR LN
LEAGUE CITY, TX 77573

9171 9690 0935 0127 2427 93

WHITNEY BANK DBA HANCOCK
BANK [0525-56]
101 W GARDEN ST
PENSACOLA, FL 32502

9171 9690 0935 0127 2427 86

LKW INVESTMENTS, LLC NKA
WIGGINS INVESTMENTS LLC
[0525-56]
11204 HIGHWAY 97
MCDAVID, FL 32568

9171 9690 0935 0127 2427 79

NEW BEGINNINGS MINISTRIES
[0525-56]
PO BOX 1391
ATMORE, AL 32568

9171 9690 0935 0127 2427 62

FAMILY DOLLAR STORES OF FL INC
[0525-56]
PO BOX 1017
CHARLOTTE, NC 28201-1017

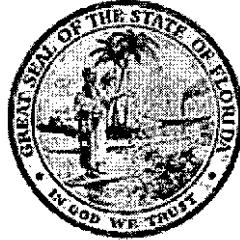
9171 9690 0935 0127 2427 55

LKW INVESTMENTS, LLC [0525-56]
C/O KUN WAH LO
13903 NW 11 PL
PEMBROKE PINES, FL 33028

9171 9690 0935 0127 2427 48

contact
owner

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



BRANCH OFFICES
 ARCHIVES AND RECORDS
 JUVENILE DIVISION
 CENTURY

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

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

PAM CHILDERS, CLERK OF THE CIRCUIT COURT
Tax Certificate Redeemed From Sale
Account: 124117100 Certificate Number: 006758 of 2022

Payor: WIGGINS INVESTMENTS LLC 1282 OCEAN MANOR LN LEAGUE CITY, TX 77573
Date 4/21/2025

Clerk's Check #	372230	Clerk's Total	\$544.92
Tax Collector Check #	1	Tax Collector's Total	\$38,808.77
		Postage	\$57.40
		Researcher Copies	\$0.00
		Recording	\$10.00
		Prep Fee	\$7.00
		Total Received	\$39,428.09

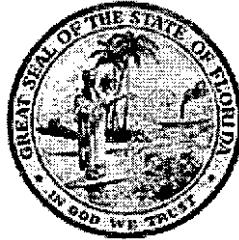
PAM CHILDERS
 Clerk of the Circuit Court

Received By:
 Deputy Clerk

A handwritten signature in black ink, appearing to read "Pam Childers".

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

PAM CHILDERS
 CLERK OF THE CIRCUIT COURT
 ARCHIVES AND RECORDS
 CHILDSUPPORT
 CIRCUIT CIVIL
 CIRCUIT CRIMINAL
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 COUNTY TREASURY
 AUDITOR

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

Case # 2022 TD 006758

Redeemed Date 4/21/2025

Name WIGGINS INVESTMENTS LLC 1282 OCEAN MANOR LN LEAGUE CITY, TX 77573

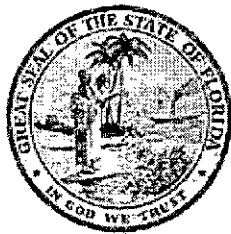
Clerk's Total = TAXDEED	\$544.92
Due Tax Collector = TAXDEED	\$38,808.77
Postage = TD2	\$57.40
ResearcherCopies = TD6	\$0.00
Release TDA Notice (Recording) = RECORD2	\$10.00
Release TDA Notice (Prep Fee) = TD4	\$7.00

• For Office Use Only

Date	Docket	Desc	Amount Owed	Amount Due	Payee Name
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FINANCIAL SUMMARY

No Information Available - See Dockets



PAM CHILDERS
CLERK OF THE CIRCUIT COURT
ESCAMBIA COUNTY, FLORIDA

Tax Deed - Redemption Calculator

Account: 124117100 Certificate Number: 006758 of 2022

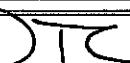
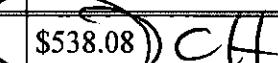
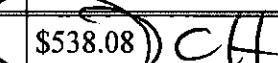
Redemption No

Application Date

4/22/2024

Interest Rate

18%

	Final Redemption Payment ESTIMATED	Redemption Overpayment ACTUAL
	Auction Date <input type="text" value="5/7/2025"/>	Redemption Date <input type="text" value="4/21/2025"/> 
Months	13	12
Tax Collector	<input type="text" value="\$32,470.73"/>	<input type="text" value="\$32,470.73"/>
Tax Collector Interest	<input type="text" value="\$6,331.79"/>	<input type="text" value="\$5,844.73"/>
Tax Collector Fee	<input type="text" value="\$6.25"/>	<input type="text" value="\$6.25"/>
Total Tax Collector	<input type="text" value="\$38,808.77"/>	<input type="text" value="\$38,321.71"/> 
Record TDA Notice	<input type="text" value="\$17.00"/>	<input type="text" value="\$17.00"/>
Clerk Fee	<input type="text" value="\$119.00"/>	<input type="text" value="\$119.00"/>
Sheriff Fee	<input type="text" value="\$120.00"/>	<input type="text" value="\$120.00"/>
Legal Advertisement	<input type="text" value="\$200.00"/>	<input type="text" value="\$200.00"/>
App. Fee Interest	<input type="text" value="\$88.92"/>	<input type="text" value="\$82.08"/> 
Total Clerk	<input type="text" value="\$544.92"/>	<input type="text" value="\$538.08"/> 
Release TDA Notice (Recording)	<input type="text" value="\$10.00"/>	<input type="text" value="\$10.00"/>
Release TDA Notice (Prep Fee)	<input type="text" value="\$7.00"/>	<input type="text" value="\$7.00"/>
Postage	<input type="text" value="\$57.40"/>	<input type="text" value="\$57.40"/>
Researcher Copies	<input type="text" value="\$0.00"/>	<input type="text" value="\$0.00"/>
Total Redemption Amount	<input type="text" value="\$39,428.09"/>	<input type="text" value="\$38,934.19"/>
	Repayment Overpayment Refund Amount	<input type="text" value="\$493.90"/>
Book/Page	<input type="text" value="9149"/>	<input type="text" value="423"/>



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

STATE OF FLORIDA

County of Escambia

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

NOTICE in the matter of TAX DEED SALE

DATE - 05-07-2025 - TAX CERTIFICATE #'S 06758

in the CIRCUIT Court

was published in said newspaper in the issues of

MARCH 27 & APRIL 3, 10, 17, 2025

Affiant further says that the said Escambia Sun-Press is a newspaper published at (Warrington) Pensacola, in said Escambia County, Florida, and that the said newspaper has heretofore been continuously published in said Escambia County, Florida each week and has been entered as second class mail matter at the post office in Pensacola, in said Escambia and Santa Rosa Counties, Florida, for a period of one year next preceding the first publication of the attached copy of advertisement; and affiant further says that he has neither paid nor promised any person, firm or corporation any discount, rebate, commission or refund for the purpose of securing this advertisement for publication in the said newspaper. Affiant complies with all legal requirements for publication in chapter 50, Florida Statutes.

Digitally signed by Michael P Driver
DN: c=US, o=The Escambia Sun Press LLC,
dnQualifier=A01410D0000019093B5D40A000E97D9, cn=Michael P Driver
Date: 2025.04.17 10:30:11 -05'00'

PUBLISHER

Sworn to and subscribed before me this 17TH day of APRIL
A.D., 2025

Digitally signed by Heather Tuttle
DN: c=US, o=The Escambia Sun Press LLC,
dnQualifier=A01410C000001890CD5793600064AAE, cn=Heather Tuttle
Date: 2025.04.17 10:32:37 -05'00'

HEATHER TUTTLE
NOTARY PUBLIC



HEATHER TUTTLE
Notary Public, State of Florida
My Comm. Expires June 24, 2028
Commission No. HH 535214

**NOTICE OF APPLICATION FOR
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PAM CHILDERS
CLERK OF THE CIRCUIT COURT
ESCAMBIA COUNTY, FLORIDA
(SEAL)

By: Emily Hogg
Deputy Clerk

oaw-4w-03-27-04-03-10-17-2025