



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

0125-02

Part 1: Tax Deed Application Information

Applicant Name Applicant Address	JUAN C CAPOTE MIKON FINANCIAL SERVICES, INC. AND OCEAN BANK 780 NW 42 AVE #204 MIAMI, FL 33126	Application date	Apr 24, 2024
Property description	GENERIC DENTAL HOLDING COMPANY LLC 2820 ENDOR RD PENSACOLA, FL 32503 W CERVANTES ST 13-1309-000 LT 22 AND N 24 FT OF LT 23 AND N 84 FT OF LT 26 BLK 39 BELMONT TRACT OR 7167 P 1852 LESS OR 8227 P 1 (Full legal attached.)	Certificate #	2022 / 6809
		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)
# 2022/6809	06/01/2022	319.41	15.97	335.38
→ Part 2: Total*				335.38

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

Column 1 Certificate Number	Column 2 Date of Other Certificate Sale	Column 3 Face Amount of Other Certificate	Column 4 Tax Collector's Fee	Column 5 Interest	Total (Column 3 + Column 4 + Column 5)
# 2023/6936	06/01/2023	375.66	6.25	61.98	443.89
Part 3: Total*					443.89

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)	779.27
2. Delinquent taxes paid by the applicant	0.00
3. Current taxes paid by the applicant	0.00
4. Property information report fee	200.00
5. Tax deed application fee	175.00
6. Interest accrued by tax collector under s.197.542, F.S. (see Tax Collector Instructions, page 2)	0.00
7. Total Paid (Lines 1-6)	1,154.27

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 25th, 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: _____ Date of sale <u>07/02/2025</u>	
Signature, Clerk of Court or Designee	

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.

LT 22 AND N 24 FT OF LT 23 AND N 84 FT OF LT 26 BLK 39 BELMONT TRACT OR 7167 P 1852 LESS OR 8227 P 1020
TUCKERNEUHAUS CA 94

APPLICATION FOR TAX DEED

Section 197.502, Florida Statutes

512
R. 12/16

Application Number: 2400758

To: Tax Collector of ESCAMBIA COUNTY, Florida

I,

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

hold the listed tax certificate and hereby surrender the same to the Tax Collector and make tax deed application thereon:

Account Number	Certificate No.	Date	Legal Description
13-1309-000	2022/6809	06-01-2022	LT 22 AND N 24 FT OF LT 23 AND N 84 FT OF LT 26 BLK 39 BELMONT TRACT OR 7167 P 1852 LESS OR 8227 P 1020 TUCKERNEUHAUS CA 94

I agree to:

- pay any current taxes, if due and
- redeem all outstanding tax certificates plus interest not in my possession, and
- pay all delinquent and omitted taxes, plus interest covering the property.
- pay all Tax Collector's fees, property information report costs, Clerk of the Court costs, charges and fees, and Sheriff's costs, if applicable.

Attached is the tax sale certificate on which this application is based and all other certificates of the same legal description which are in my possession.

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

04-24-2024
Application Date

Applicant's signature



Chris Jones Escambia County Property Appraiser

[Real Estate Search](#)

[Tangible Property Search](#)

[Sale List](#)

[Back](#)

← Nav. Mode ☒ Account ☐ Parcel ID →

[Printer Friendly Version](#)

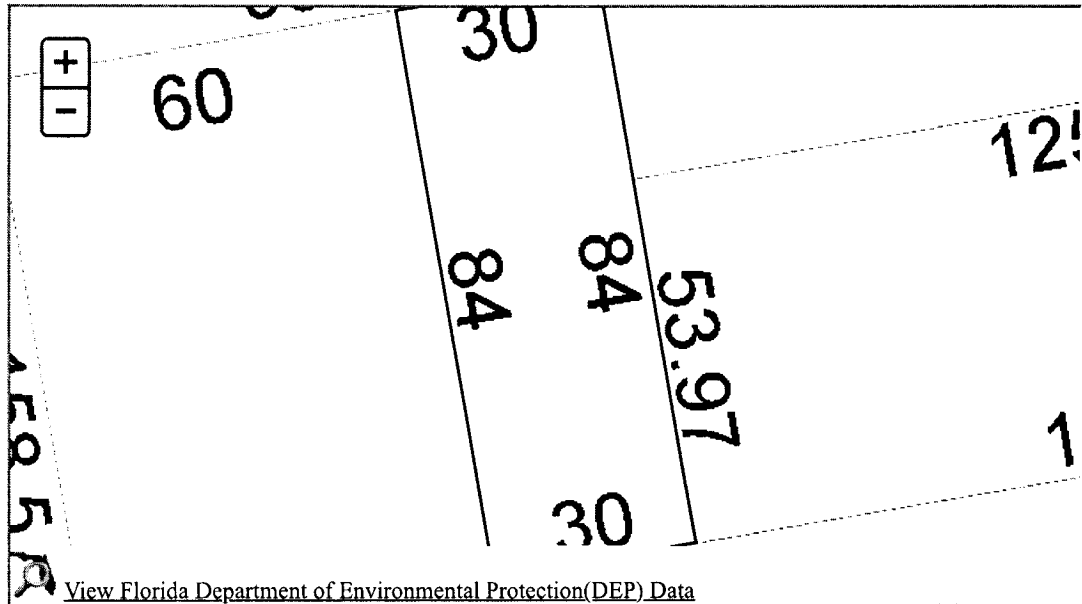
General Information						Assessments				
Parcel ID:	000S009010220039					Year	Land	Imprv	Total	Cap Val
Account:	131309000					2023	\$17,633	\$0	\$17,633	\$17,633
Owners:	GENERIC DENTAL HOLDING COMPANY LLC					2022	\$17,633	\$0	\$17,633	\$17,633
Mail:	2820 ENDOR RD PENSACOLA, FL 32503					2021	\$15,114	\$0	\$15,114	\$15,114
Situs:	W CERVANTES ST 32501					Disclaimer				
Use Code:	VACANT COMMERCIAL					Tax Estimator				
Taxing Authority:	PENSACOLA CITY LIMITS					File for Exemption(s) Online				
Tax Inquiry:	Open Tax Inquiry Window					Report Storm Damage				
Tax Inquiry link courtesy of Scott Lunsford Escambia County Tax Collector										
Sales Data						2023 Certified Roll Exemptions				
Sale Date	Book	Page	Value	Type	Official Records (New Window)	None				
07/31/2023	9019	455	\$825,000	WD						
11/30/2021	8674	1058	\$100	QC						
05/08/2014	7167	1852	\$87,000	WD		Legal Description				
02/01/2013	6969	1080	\$100	OT		N 84 FT OF LT 26 BLK 39 BELMONT TRACT OR 9019 P 455 CA 94				
02/01/2013	6969	1079	\$100	OT						
09/2002	5009	923	\$100	WD						
03/1991	2981	136	\$10,000	WD						
10/1983	1823	73	\$100	QC		Extra Features				
09/1978	1256	109	\$100	QC		None				
Official Records Inquiry courtesy of Pam Childers Escambia County Clerk of the Circuit Court and Comptroller										
Parcel Information						Launch Interactive Map				

Section
Map Id:
CA094

Approx.
Acreage:
0.0578

Zoned: 

C-1
C-1
C-1
C-1
C-1
C-1
C-1
C-1
C-1
C-1
C-1



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

Evacuation
& Flood
Information

[Open
Report](#)

Buildings

Images

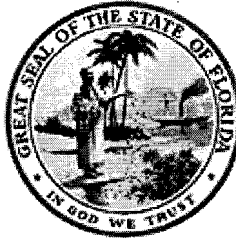


2/1/2019 12:00:00 AM

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:04/30/2024 (tc.5329)

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



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

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

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

**PAM CHILDERS, CLERK OF THE CIRCUIT COURT
Tax Certificate Redeemed From Sale
Account: 131309000 Certificate Number: 006809 of 2022**

Payor: NATHANIEL DURTSCHI 2820 ENDOR RD PENSACOLA, FL 32503 Date 11/27/2024

Clerk's Check #	1	Clerk's Total	\$558.60
Tax Collector Check #	1	Tax Collector's Total	\$1,420.23
		Postage	\$100.00
		Researcher Copies	\$0.00
		Recording	\$10.00
		Prep Fee	\$7.00
		Total Received	\$2,095.83

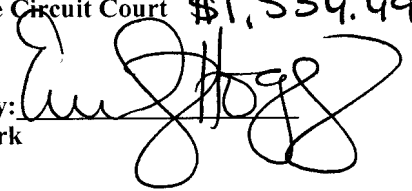
\$1,465.60

\$1482.60

**PAM CHILDERS
Clerk of the Circuit Court**

+ 51.89 card fee

\$1,534.49

Received By: 
Deputy Clerk

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

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



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

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

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

Case # 2022 TD 006809

Redeemed Date 11/27/2024

Name NATHANIEL DURTSCHI 2820 ENDOR RD PENSACOLA, FL 32503

Clerk's Total = TAXDEED	\$558.60 \$1,465.60
Due Tax Collector = TAXDEED	\$1,420.23
Postage = TD2	\$100.00
ResearcherCopies = TD6	\$0.00
Release TDA Notice (Recording) = RECORD2	\$10.00
Release TDA Notice (Prep Fee) = TD4	\$7.00

• For Office Use Only

Date	Docket	Desc	Amount Owed	Amount Due	Payee Name
------	--------	------	-------------	------------	------------

FINANCIAL SUMMARY

No Information Available - See Dockets

Search Property	Property Sheet	Lien Holder's	Redeem	Forms	Courtview	Benchmark
Redeemed From Sale						



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

Tax Deed - Redemption Calculator

Account: 131309000 Certificate Number: 006809 of 2022

Redemption ☐ Yes ☒ Application Date Interest Rate

	Final Redemption Payment ESTIMATED	Redemption Overpayment ACTUAL
	Auction Date <input type="text" value="7/2/2025"/>	Redemption Date <input type="text" value="11/27/2024"/>
Months	15	7
Tax Collector	<input type="text" value="\$1,154.27"/>	<input type="text" value="\$1,154.27"/>
Tax Collector Interest	\$259.71	\$121.20
Tax Collector Fee	<input type="text" value="\$6.25"/>	<input type="text" value="\$6.25"/>
Total Tax Collector	\$1,420.23	<input type="text" value="\$1,281.72"/> TC
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	\$102.60	\$47.88
Total Clerk	\$558.60	<input type="text" value="\$503.88"/> CH
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="\$100.00"/>	<input type="text" value="\$0.00"/>
Researcher Copies	<input type="text" value="\$0.00"/>	<input type="text" value="\$0.00"/>
Total Redemption Amount	\$2,095.83	\$1,802.60
	Repayment Overpayment Refund Amount	\$293.23



PROPERTY INFORMATION REPORT
3050 Concho Drive, Pensacola, Florida 32507 | Phone: 850-466-3077

THE ATTACHED REPORT IS ISSUED TO:

SCOTT LUNSFORD, ESCAMBIA COUNTY TAX COLLECTOR

TAX ACCOUNT #: 13-1309-000 CERTIFICATE #: 2022-6809

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: March 17, 2005 to and including March 17, 2025 Abstractor: Pam Alvarez

BY

Michael A. Campbell,
As President
Dated: March 20, 2025

PROPERTY INFORMATION REPORT
CONTINUATION PAGE

March 20, 2025

Tax Account #: **13-1309-000**

1. The Grantee(s) of the last deed(s) of record is/are: **GENERIC DENTAL HOLDING COMPANY LLC**

By Virtue of Warranty Deed recorded 8/3/2023 in OR 9019/455

2. The land covered by this Report is: **See Attached Exhibit "A"**
3. The following unsatisfied mortgages, liens, and judgments affecting the land covered by this Report appear of record:
 - a. **Mortgage in favor of Hancock Whitney Bank recorded 8/3/2023 OR 9019/457**
 - b. **Assignment of Leases and Rents in favor of Hancock Whitney Bank recorded 8/3/2023 OR 9019/469**
4. Taxes:

Taxes for the year(s) NONE are delinquent.

Tax Account #: 13-1309-000

Assessed Value: \$35,266.00

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: JUL 2, 2025
TAX ACCOUNT #: 13-1309-000
CERTIFICATE #: 2022-6809

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

YES	NO	
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Notify City of Pensacola, P.O. Box 12910, 32521
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Notify Escambia County, 190 Governmental Center, 32502
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Homestead for <u>2024</u> tax year.

GENERIC DENTAL HOLDING COMPANY LLC	HANCOCK WHITNEY BANK
2820 ENDOR ROAD	2510 14TH STREET
PENSACOLA, FL 32503	GULFPORT, MISSISSIPPI 39501

GENERIC DENTAL HOLDING COMPANY LLC
C/O NASON, YEAGER, GERSON, HARRIS & FUMERO, P.A.
3001 PGA BLVD STE 305
PALM BEACH GARDENS, FL 33410

Certified and delivered to Escambia County Tax Collector, this 20th day of March 2025.

PERDIDO TITLE & ABSTRACT, INC.



BY: Michael A. Campbell, As It's President

NOTE: The above-mentioned addresses are based upon current information available, but addresses are not guaranteed to be true or correct.

PROPERTY INFORMATION REPORT

March 20, 2025

Tax Account #:13-1309-000

**LEGAL DESCRIPTION
EXHIBIT "A"**

**LT 22 AND N 24 FT OF LT 23 AND N 84FT OF LT 26 BLK 39 BELMONT TRACT OR 7167 P 1852
LESS OR 8227 P 1020 TUCKERNEUHAUS CA 94**

SECTION 00, TOWNSHIP 0 S, RANGE 00 W

TAX ACCOUNT NUMBER 13-1309-000(0725-02)

**ABTRACTOR'S NOTE: WE CAN NOT CERTIFY LEGAL AS WRITTEN ON TAX ROLL
WITHOUT A CURRENT SURVEY. PROPERTY APPEARS TO HAVE NO ACCESS.**

Recorded in Public Records 8/3/2023 2:16 PM OR Book 9019 Page 455,
Instrument #2023062509, Pam Childers Clerk of the Circuit Court Escambia
County, FL Recording \$18.50 Deed Stamps \$5,775.00

Prepared by and return to:
Richard Hill Turner III
Whibbs Stone Barnett Turner, P.A.
801 West Romana Street
Unit C
Pensacola, FL 32502
File # 23-292591

(Space Above This Line For Recording Data)

Warranty Deed

THIS WARRANTY DEED (this "**Deed**") is made as of this **31st day of July, 2023** between **Shell Medical Inc, a Florida Corporation**, whose mailing address is **219 East Garden Street, Suite 200, Pensacola, FL 32502** ("**Grantor**") to, **Generic Dental Holding Company LLC, a Florida Limited Liability Company** whose mailing address is **2820 Endor Road, Pensacola, FL 32503** ("**Grantee**").

WITNESSETH:

THAT Grantor, for and in consideration of the sum of TEN DOLLARS (\$10.00), and other good and valuable consideration paid to Grantor by Grantee, the receipt of which is hereby acknowledged, by these presents does grant, bargain, sell and convey to Grantee, and Grantee's successors and assigns forever, all the right, title, and interest in and to that certain real property (the "**Property**") located and situated in **Escambia** County, Florida and fully described as follows:

Parcel 1:

The South 6 feet of the Lot 23: all of Lots 24 and 25 and the South 66 feet of Lot 26, Block 39, BELMONT TRACT, in the City of Pensacola, Florida, according to the map of said City copyrighted by Thos. C. Watson in 1906.

Less: Case #67-2146 Florida O.R. State Road 10A ROW.

Parcel 2:

Lots 27 and 28, in Block 39 of the BELMONT TRACT as per map of City of Pensacola copyrighted by Thomas C. Watson in 1906, less that portion lying within the right of way of Cervantes Street.

Together with any interest, rights, and obligations under that certain Utility and Maintenance Easement Agreement, recorded in Book 8227, Page 1023, of the Public Records of Escambia County, Florida.

Parcel 3:

The North 84 feet of Lot 26 in Block 39 of the BELMONT TRACT as per map of City of Pensacola Copyrighted by Thomas C. Watson in 1906.

MORE PARTICULARLY DESCRIBED AS FOLLOW:

The South 6 feet of Lot 23 and all of Lots 24, 25, 26, 27 and 28, Block 39, Belmont Tract, in the City of Pensacola, Florida according to the map of said City copyrighted by Thomas C. Watson in 1906. Less the

BK: 9019 PG: 456 Last Page

South +/- 15' lying within the Right of Way of Cervantes Street per Case #67-2146 Florida O.R. State Road 10A ROW.

Parcel Identification Number: 00-0S-00-9010-230-039 and 00-0S-00-9010-220-039

Subject to covenants, conditions, restrictions, reservations, limitations, easements and agreements of record, if any; taxes and assessment for the 2023 and subsequent years; and all applicable zoning ordinances and/or restrictions and prohibitions imposed by governmental authorities, if any.

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

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

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

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

Signed, sealed and delivered in our presence:

WITNESSES:

WITNESS

PRINT NAME: Richard Turner

WITNESS

PRINT NAME: Hillary Korbier

GRANTOR:

Shell Medical Inc., a Florida Corporation

By: Travis Shell

Travis Shell, President

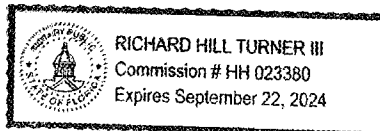
STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization this 31st day of July, 2023 by Travis Shell, President of Shell Medical Inc, a FL Corporation, on behalf of the Corporation.

Signature of Notary Public
Print, Type/Stamp Name of Notary

Personally known: _____
OR Produced Identification: X

Type of Identification Produced: nc



Recorded in Public Records 8/3/2023 2:16 PM OR Book 9019 Page 457,
Instrument #2023062510, Pam Childers Clerk of the Circuit Court Escambia
County, FL Recording \$103.50 MTG Stamps \$2,454.55 Int. Tax \$1,402.50

(Space Above This Line For Recording Data)

LOAN NUMBER: XXXXXX29812

**COMMERCIAL REAL ESTATE MORTGAGE
FUTURE ADVANCES AND FUTURE OBLIGATIONS ARE SECURED BY THIS REAL ESTATE
MORTGAGE**

This COMMERCIAL REAL ESTATE MORTGAGE ("Security Instrument") is made on July 31, 2023 between the mortgagor(s) GENERIC DENTAL HOLDING COMPANY, LLC, a Florida Limited Liability Company, whose address is 2820 ENDOR ROAD, PENSACOLA, Florida 32503-5823 ("Mortgagor"), and Hancock Whitney Bank whose address is 2510 14th Street, Gulfport, Mississippi 39501 ("Lender"), which is organized and existing under the laws of the State of Mississippi. Mortgagor in consideration of loans extended by Lender and for other valuable consideration, the receipt of which is acknowledged, hereby mortgages, grants, and conveys to Lender, its successors and assigns, forever, the following described property located in the County of Escambia, State of Florida:

Address: 400 & 404 W Cervantes St, Pensacola, Florida 32501

Legal Description:

Parcel 1: The South 6 feet of the Lot 23: all of Lots 24 and 25 and the South 66 feet of Lot 26, Block 39, BELMONT TRACT, in the City of Pensacola, Florida, according to the map of said City copyrighted by Thos. C. Watson in 1906.

Less: Case #67-2146 Florida O.R. State Road 10A ROW.

Parcel 2: Lots 27 and 28, in Block 39 of the BELMONT TRACT as per map of City of Pensacola copyrighted by Thomas C. Watson in 1906, less that portion lying within the right of way of Cervantes Street.

Together with any interest, rights, and obligations under that certain Utility and Maintenance Easement Agreement, recorded in Book 8227, Page 1023, of the Public Records of Escambia County, Florida.

Parcel 3: The North 84 feet of Lot 26 in Block 39 of the BELMONT TRACT as per map of City of Pensacola Copyrighted by Thomas C. Watson in 1906.

Parcel ID/Sidwell Number: 000S609010230039

Together with all easements, appurtenances abutting streets and alleys, improvements, buildings, fixtures, tenements, hereditaments, rents, income, profits and royalties, and all other rights and privileges including all minerals, oil, gas, water (whether groundwater, subterranean or otherwise), water rights (whether riparian, appropriate or otherwise, and whether or not appurtenant to the above-described real property), wells, well permits, ditches, ditch rights, reservoirs, reservoir rights, reservoir sites, storage rights, dams and water stock that may now, or at any time in the future, be located on and/or used in connection with the above-described real property, payment awards, amounts received from eminent domain, amounts received from any and all insurance

© 2004-2022 Compliance Systems, LLC 0906eb41-f2d98be7 - 2021.279.21.5
Commercial Real Estate Security Instrument - DL4007

Page 1 of 12

www.complianceystems2.com

BK: 9019 PG: 458

payments, and timber which may now or later be located, situated, or affixed on and used in connection therewith (hereinafter called the "Property").

This is a **PURCHASE MONEY MORTGAGE**.

RELATED DOCUMENTS. The words "Related Documents" mean all promissory notes, security agreements, prior mortgages, prior deeds of trust, prior deeds to secure debt, business loan agreements, construction loan agreements, resolutions, guaranties, environmental agreements, subordination agreements, assignments of leases and rents and any other documents or agreements executed in connection with this Indebtedness and Security Instrument, whether now or hereafter existing, including any modifications, extensions, substitutions or renewals of any of the foregoing. The Related Documents are hereby made a part of this Security Instrument by reference thereto, with the same force and effect as if fully set forth herein.

INDEBTEDNESS. This Security Instrument secures the amounts as may be evidenced by a promissory note or notes of even, prior or subsequent date hereto, including future advances and every other indebtedness of any and every kind now or hereafter owing from Mortgagor to Hancock Whitney Bank, howsoever created or arising, whether primary, secondary or contingent, together with any interest or charges provided in or arising out of such indebtedness, as well as the agreements and covenants of this Security Instrument and all Related Documents (hereinafter all referred to as the "Indebtedness"). Unless expressly stated herein to the contrary, nothing contained in this Security Instrument obligates Lender to make any future advances under the note(s) of even date herewith or to extend further credit (under separate notes or in any other manner). Without limiting the foregoing, Indebtedness expressly includes the following:

Promissory Note. The principal amount of \$701,250.00 evidenced by the promissory note dated July 31, 2023 made by Mortgagor, payable to the order of Lender, and all interest, charges, and other amounts which may be or may become owed as provided under the terms of said promissory note, and any and all amendments, modifications, renewals, extensions, reamortizations, or substitutions thereof.

Protective Advances. All amounts advanced by or on behalf of Lender, its successors or assigns, to preserve or protect the Property or fulfill any of the obligations of Mortgagor, under this Security Instrument or any of the Related Documents, including without limitation, any protective advances made with respect to the Property for the payment of taxes, assessments, insurance premiums, costs incurred for the protection of the Property and other costs which Lender is authorized by this Security Instrument or any of the Related Documents to pay on behalf of Mortgagor.

Cross Collateralization. It is the expressed intent to use this Security Instrument to cross collateralize all of its Indebtedness and obligations to Lender, howsoever arising and whensoever incurred. Collateral securing other loans with Lender may also secure this loan. To the extent collateral previously has been given to Lender by any person which may secure this loan, whether directly or indirectly, it is specifically agreed that, to the extent prohibited by law, all such collateral consisting of household goods or real property, including principal dwellings and property located in a Special Flood Hazard Area, will not secure this loan. In addition, if any collateral requires the giving of a Right of Rescission under Truth-in-Lending for this loan, such collateral also will not secure this loan unless and until all required notices of that right have been given.

FURTHER INFORMATION REGARDING DEFINED PARTIES. If the term "Borrower" is not defined in the **INDEBTEDNESS** provision herein, then any and all references to the term "Borrower" in this Security Instrument shall mean "Mortgagor" as "Borrower" and "Mortgagor" are one and the same party.

Future Advances. To the extent permitted by law, this Security Instrument will secure all future advances made within 20 years from the date of this Security Instrument as if such advances were made on the date of this Security Instrument regardless of the fact that from time to time there may be no balance due under the note and regardless of whether Lender is obligated to make such future advances. The amount of all future advances secured by this Security Instrument is unlimited.

BK: 9019 PG: 459

Maximum Amount Secured. Notwithstanding any other provision of this Security Instrument, the maximum amount of indebtedness that may be secured at any one time is \$701,250.00, plus interest thereon and any disbursements made for the payment of taxes, levies, or insurance.

WARRANTIES. Mortgagor, for itself, its heirs, personal representatives, successors, and assigns, represents, warrants, covenants and agrees with Lender, its successors and assigns, as follows:

Performance of Obligations. Mortgagor promises to perform all terms, conditions, and covenants of this Security Instrument and Related Documents in accordance with the terms contained therein.

Defense and Title to Property. At the time of execution and delivery of this instrument, Mortgagor is lawfully seised of the estate hereby conveyed and has the exclusive right to mortgage, grant, convey and assign the Property. Mortgagor covenants that the Property is unencumbered and free of all liens except for encumbrances of record acceptable to Lender. Further, Mortgagor covenants that Mortgagor will warrant and defend generally the title to the Property against any and all claims and demands whatsoever, subject to the easements, restrictions, or other encumbrances of record acceptable to Lender, as may be listed in the schedule of exceptions to coverage in any abstract of title or title insurance policy insuring Lender's interest in the Property.

Condition of Property. Mortgagor promises at all times to preserve and to maintain the Property and every part thereof in good repair, working order, and condition and will from time to time, make all needful and proper repairs so that the value of the Property shall not in any way be impaired.

Removal of any Part of the Property. Mortgagor promises not to remove any part of the Property from its present location, except for replacement, maintenance and relocation in the ordinary course of business.

Alterations to the Property. Mortgagor promises to abstain from the commission of any waste on or in connection with the Property. Further, Mortgagor shall make no material alterations, additions, or improvements of any type whatsoever to the Property, regardless of whether such alterations, additions, or improvements would increase the value of the Property, nor permit anyone to do so except for tenant improvements and completion of items pursuant to approved plans and specifications, without Lender's prior written consent, which consent may be withheld by Lender in its sole discretion. Mortgagor will comply with all laws and regulations of all public authorities having jurisdiction over the Property including, without limitation, those relating to the use, occupancy and maintenance thereof and shall upon request promptly submit to Lender evidence of such compliance.

Due on Sale - Lender's Consent. Mortgagor shall not sell, further encumber or otherwise dispose of, except as herein provided, any or all of its interest in any part of or all of the Property without first obtaining the written consent of Lender. If any encumbrance, lien, transfer or sale or agreement for these is created, Lender may declare immediately due and payable, the entire balance of the Indebtedness.

PROPERTY DAMAGE INSURANCE. The following provisions relating to insuring the Property are a part of this Security Instrument:

Maintenance of Insurance. Mortgagor shall procure and maintain policies of fire insurance with standard extended coverage endorsements on a replacement basis for the full insurable value covering all improvements on the Real Property in an amount sufficient to avoid application of any coinsurance clause, and with a standard mortgagee clause in favor of Lender. Policies shall be written by such insurance companies and in such form as may be reasonably acceptable to Lender. Mortgagor shall deliver to Lender certificates of coverage from each insurer containing a stipulation that coverage will not be cancelled or diminished without a minimum of thirty days' prior written notice to Lender and not containing any disclaimer of the insurer's liability for failure to give such notice. Each insurance policy also shall include an endorsement providing that coverage in favor of Lender will not be impaired in any way by any act, omission or default of Mortgagor or any other person. Should the Real Property be located in an area designated by the Administrator of the Federal Emergency Management Agency as a special flood hazard area, Mortgagor agrees to obtain and maintain flood insurance, if available, within 45 days after notice is given by Lender that the property is located in a special flood hazard area, for the maximum amount of

Mortgagor's credit line or loan and the full unpaid principal balance of any prior liens on the property securing the loan, up to the maximum policy limits set under the National Flood Insurance Program, from private insurers providing private flood insurance as defined by applicable federal flood insurance statutes and regulations, or from another flood insurance provider that is both acceptable to the Lender in its sole discretion and permitted by applicable federal flood insurance statutes and regulations.

Application of Proceeds. Mortgagor shall promptly notify Lender of any loss or damage to the Property if the estimated cost of repair or replacement exceeds \$1,000.00. Lender may make proof of loss if Mortgagor fails to do so within fifteen days of the casualty. Whether or not Lender's security is impaired, Lender may, at Lender's election, receive and retain the proceeds of the insurance and apply the proceeds to the reduction of the Indebtedness, payment of any lien affecting the property, or the restoration and repair of the property. If Lender elects to apply the proceeds to restoration and repair, Mortgagor shall repair or replace the damaged or destroyed improvements in a manner satisfactory to Lender. Lender shall, upon satisfactory proof, of such expenditure, pay or reimburse Mortgagor from the proceeds for the reasonable cost of repair or restoration if Mortgagor is not in default under this Security Instrument. Any proceeds which have not been disbursed within 180 days after their receipt and which Lender has not committed to the repair or restoration of the Property shall be used first to pay any amount owing to Lender under this Security Instrument, then to pay accrued interest, and the remainder, if any shall be applied to the principal balance of this Indebtedness. If Lender holds any proceeds after payment in full of the Indebtedness, such proceeds shall be paid to Mortgagor as Mortgagor's interests may appear.

Mortgagor's Report on Insurance. Upon request of Lender, however, not more than once a year, Mortgagor shall furnish to Lender a report on each existing policy of insurance showing: (1) the name of the insurer; (2) the risk insured; (3) the amount of the policy; (4) the property insured, the current replacement value of such property, and the manner determining that value; and (5) the expiration date of the policy. Mortgagor shall, upon request of Lender, have an independent appraiser satisfactory to Lender determine the cash value replacement cost of the property.

Compliance with Existing Indebtedness. During the period in which any Existing Indebtedness described elsewhere in this Security Instrument is in effect, compliance with the insurance provisions contained in this Security Instrument evidencing such Existing Indebtedness shall constitute compliance with the insurance provisions under this Security Instrument, to the extent compliance with the terms of this Security Instrument would constitute a duplication of insurance requirement. If any proceeds from the insurance become payable on loss, the provisions in this Security Instrument for division of proceeds shall apply only to that portion of the proceeds not payable to the holder of the Existing Indebtedness.

Payment of Taxes and Other Applicable Charges. Mortgagor promises to pay and to discharge liens, encumbrances, taxes, assessments, lease payments and any other charges relating to the Property when levied or assessed against Mortgagor or the Property.

Environmental Laws and Hazardous or Toxic Materials. Mortgagor and every tenant have been, are presently and shall continue to be in strict compliance with any applicable local, state and federal environmental laws and regulations. Further, neither Mortgagor nor any tenant shall manufacture, store, handle, discharge or dispose of hazardous or toxic materials as may be defined by any state or federal law on the Property, except to the extent the existence of such materials has been presently disclosed in writing to Lender. Mortgagor will immediately notify Lender in writing of any assertion or claim made by any party as to the possible violation of applicable state and federal environmental laws including the location of any hazardous or toxic materials on or about the Property. Mortgagor indemnifies and holds Lender harmless from, without limitation, any liability or expense of whatsoever nature incurred directly or indirectly out of or in connection with: (a) any environmental laws affecting all or any part of the Property or Mortgagor; (b) the past, present or future existence of any hazardous materials in, on, under, about, or emanating from or passing through the Property or any part thereof or any property adjacent thereto; (c) any past, present or future hazardous activity at or in connection with the Property or any part thereof; and (d) the noncompliance by Mortgagor or Mortgagor's failure to comply fully and timely with environmental laws.

BK: 9019 PG: 461

Financial Information. Mortgagor agrees to supply Lender such financial and other information concerning its affairs and the status of any of its assets as Lender, from time to time, may reasonably request. Mortgagor further agrees to permit Lender to verify accounts as well as to inspect, copy and to examine the books, records, and files of Mortgagor.

Lender's Right to Enter. Lender or Lender's agents shall have the right and access to inspect the Property at all reasonable times in order to attend to Lender's interests and ensure compliance with the terms of this Security Instrument. If the Property, or any part thereof, shall require inspection, repair or maintenance which Mortgagor has failed to provide, Lender, after reasonable notice, may enter upon the Property to effect such obligation; and the cost thereof shall be added to the Indebtedness and paid on Lender's demand by Mortgagor.

EVIDENCE OF PAYMENT OF TAXES, ASSESSMENTS AND LIENS. Mortgagor shall upon demand furnish satisfactory evidence of payment of taxes, assessments, and liens.

ASSIGNMENT OF LEASES AND RENTS. As additional security for the payment of the Indebtedness and the performance of the covenants contained herein, Mortgagor hereby assigns and transfers over to Lender any present or future leases, subleases, or licenses of the Property, including any guaranties, extensions, amendments, or renewals thereof, and all rents, income, royalties, and profits derived from the use of the Property or any portion of it, whether due or to become due (collectively the "Rents"). So long as Mortgagor is not in default, Mortgagor may receive, collect and enjoy all Rents accruing from the Property, but not more than one month in advance of the due date. Lender may also require Mortgagor, tenant and any other user of the Property to make payments of Rents directly to Lender. However, by receiving any such payments, Lender is not, and shall not be considered, an agent for any party or entity. Any amounts collected may, at Lender's sole discretion, be applied to protect Lender's interest in the Property, including but not limited to the payment of taxes and insurance premiums and to the Indebtedness. At Lender's sole discretion, all leases, subleases and licenses must first be approved by Lender.

CONDEMNATION. Mortgagor shall give Lender notice of any action taken or threatened to be taken by private or public entities to appropriate the Property or any part thereof, through condemnation, eminent domain or any other action. Further, Lender shall be permitted to participate or intervene in any of the above described proceedings in any manner it shall at its sole discretion determine. Lender is hereby given full power, right and authority to receive and receipt for any and all damages awarded as a result of the full or partial taking or appropriation and in its sole discretion, to apply said awards to the Indebtedness, whether or not then due or otherwise in accordance with applicable law. Unless Lender otherwise agrees in writing, any application of proceeds to the Indebtedness shall not extend or postpone the due date of the payments due under the Indebtedness or change the amount of such payments.

MORTGAGOR'S ASSURANCES. At any time, upon a request of Lender, Mortgagor will execute and deliver to Lender, and if appropriate, cause to be recorded, such further mortgages, assignments, assignments of leases and rents, security agreements, pledges, financing statements, or such other document as Lender may require, in Lender's sole discretion, to effectuate, complete and to perfect as well as to continue to preserve the Indebtedness, or the lien or security interest created by this Security Instrument.

ATTORNEY-IN-FACT. Mortgagor appoints Lender as attorney-in-fact on behalf of Mortgagor. If Mortgagor fails to fulfill any of Mortgagor's obligations under this Security Instrument or any Related Documents, including those obligations mentioned in the preceding paragraph, Lender as attorney-in-fact may fulfill the obligations without notice to Mortgagor. This power of attorney shall not be affected by the disability of the Mortgagor.

EVENTS OF DEFAULT. Each of the following, at Lender's option, shall constitute an Event of Default under this Security Instrument: (a) **Payment Default:** Borrower fails to make any payment when due under the Indebtedness. (b) **Default on Other Payments:** Failure of Mortgagor within the time required by this Security Instrument to make any payment for taxes or insurance, or any other payment necessary to prevent filing of or to effect discharge of any lien. (c) **Other Defaults:** Borrower or Mortgagor fails to comply with or to perform any other term, obligation, covenant or condition contained in this Security Instrument or in any of the Related

BK: 9019 PG: 462

Documents or to comply with or to perform any term, obligation, covenant or condition contained in any other agreement between Lender and Borrower or Mortgagor. (d) **Default in Favor of Third Parties:** Should Borrower or any Mortgagor default under any loan, extension of credit, security agreement, purchase or sales agreement, or any other agreement, in favor of any other creditor or person that may materially affect any of Borrower's or any Mortgagor's property or Borrower's ability to repay the Indebtedness or Borrower's or Mortgagor's ability to perform their respective obligations under this Security Instrument or any of the Related Documents. (e) **False Statements:** Any warranty, representation, or statement made or furnished to Lender by Borrower or Mortgagor or on Borrower's or Mortgagor's behalf under this Security Instrument or the Related Documents is false or misleading in any material respect, either no or at the time made or furnished or becomes false or misleading at any time thereafter. (f) **Defective Collateralization:** This Security Instrument or any of the Related Documents ceases to be in full force and effect (including failure of any collateral document to create a valid and perfected security interest or lien) at any time and for any reason. (g) **Death or Insolvency:** The dissolution or termination of Borrower's or Mortgagor's existence as a going business, the the insolvency of Borrower or Mortgagor, the appointment of a receiver for any part of Borrower's or Mortgagor's property, any assignment for the benefit of creditors, any type of creditor workout, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against Borrower or Mortgagor. (h) **Credit or Forfeiture Proceedings:** Commencement of foreclosure or forfeiture proceedings, whether by judicial proceedings, self-help, repossession, or any other method, by any creditor of Borrower or Mortgagor or by any governmental agency against any property securing the Indebtedness. This includes a garnishment of any of Borrower's or Mortgagor's accounts, including deposit accounts, with Lender. However, this Event of Default shall not apply if there is a good faith dispute by Borrower or Mortgagor as to the validity or reasonableness of the claim which is the basis of the credit or forfeiture proceeding and if Borrower or Mortgagor gives Lender written notice of the creditor or forfeiture proceeding and deposits with Lender monies or a surety bond for the creditor or forfeiture proceeding, in an amount determined by Lender, in its sole discretion, as being an adequate reserve or bond for the dispute. (i) **Breach of Other Agreement:** Any breach by Borrower or Mortgagor under the terms of any other agreement between Borrower or Mortgagor and Lender that is not remedied within any grace period provided therein, including without limitation any agreement concerning any Indebtedness or other obligation of Borrower or Mortgagor to Lender, whether existing now or later. (j) **Events Affecting Guarantor:** Any of the preceding events occurs with respect to any Guarantor or any of the Indebtedness or any Guarantor dies or becomes incompetent, or revokes or disputes the validity of, or liability under, any Guaranty of the Indebtedness. (k) **Adverse Change:** A material adverse change occurs in Mortgagor's financial condition, or Lender believes the prospect of payment or performance of the Indebtedness is impaired. (l) **Insecurity:** Lender in good faith believes itself insecure.

Right to Cure: If any default, other than a default in payment, is curable and if Mortgagor has not been given a notice of breach of the same provision of this Security Instrument within the preceding twelve (12) months, it may be cured if Mortgagor, after Lender sends written notice to Borrower demanding cure of such default: (1) cures the default within fifteen (15) days; or (2) if the cure requires more than fifteen (15) days, immediately initiates steps which Lender deems in Lender's sole discretion to be sufficient to cure the default and thereafter continues and completes all reasonable and necessary steps sufficient to produce compliance as soon as reasonably practical.

RIGHTS AND REMEDIES OF DEFAULT. Upon occurrence of an Event of Default and at any time thereafter, Lender, at Lender's option, may exercise any one or more of the following rights and remedies, in addition to any other rights or remedies provided by law:

Accelerate Indebtedness. Lender shall have the right at its option without notice to Borrower or Mortgagor to declare the entire Indebtedness immediately due and payable, including any prepayment penalty that Borrower would be required to pay.

UCC Remedies. With respect to all or any part of the Personal Property, Lender shall have all the rights and remedies of a secured party under the Uniform Commercial Code.

© 2004-2022 Compliance Systems, LLC 090be41-f2d98ba7 - 2021.279.21.5
Commercial Real Estate Security Instrument - DL4007

Page 6 of 12

www.compliancesystems.com

BK: 9019 PG: 463

Collect Rents. Lender shall have the right, without notice to Borrower or Mortgagor, to take possession of the Property and collect the Rents, including amounts past due and unpaid, and apply the net proceeds, over and above Lender's costs, against the Indebtedness. In furtherance of this right, Lender may require any tenant or other user of the Property to make payments of rent or use fees directly to Lender. If the Rents are collected by Lender, then Mortgagor irrevocably designates Lender as Mortgagor's attorney-in-fact to endorse instruments received in payment thereof in the name of Mortgagor and to negotiate the same and collect the proceeds. Payments by tenants or other users to Lender in response to Lender's demand shall satisfy the obligations for which payments are made, whether or not any proper grounds for the demand existed. Lender may exercise its rights under this subparagraph either in person, by agent, or through a receiver.

Appoint Receiver. Lender shall have the right to have a receiver appointed to take possession of all or any part of the Property, with the power to protect and preserve the Property, to operate the Property preceding foreclosure or sale, and to collect the Rents from the Property and apply the proceeds, over and above the cost of the receivership, against the Indebtedness. The receiver may serve without bond if permitted by law. Lender's right to the appointment of a receiver shall exist whether or not the apparent value of the Property exceeds the Indebtedness by a substantial amount. Employment by Lender shall not disqualify a person from serving as a receiver.

Judicial Foreclosure. Lender may obtain a judicial decree foreclosing Mortgagor's interest in all or part of the Property.

Nonjudicial Sale. Lender will be authorized to take possession of the Property and, with or without taking such possession, after giving notice of the time, place and terms of sale, together with a description of the Property to be sold, by publication once a week for three successive weeks in some newspaper published in the county or counties in which the Real Property to be sold is located, to sell the Property (or such part or parts thereof as Lender may from time to time elect to sell) in front of the front or main door of the courthouse of the county in which the Property to be sold, or a substantial and material part thereof, is located, at public outcry, to the highest bidder for cash. If there is Real Property to be sold under this Security Instrument in more than one county, publication shall be made in all counties where the Real Property to be sold is located. If no newspaper is published in any county in which any Real Property to be sold is located, the notice shall be published in a newspaper published in an adjoining county for three successive weeks. The sale shall be held between the hours of 11:00 A.M. and 4:00 P.M. on the day designated for the exercise of the power of sale under this Security Instrument. Lender may bid at any sale had under the terms of this Security Instrument and may purchase the Property if the highest bidder therefore. Mortgagor hereby waives any and all rights to have the Property marshalled. In exercising Lender's rights and remedies, Lender will be free to sell all or any part of the Property together or separately, in one sale or separate sales.

Deficiency Judgment. If permitted by applicable law, Lender may obtain a judgment for any deficiency remaining in the Indebtedness due to Lender after application of all amounts received from the exercise of the rights provided in this section.

Tenancy at Sufferance. If Mortgagor remains in possession of the Property after the Property is sold as provided above or Lender otherwise becomes entitled to possession of the Property upon default of Mortgagor, Mortgagor shall become a tenant at sufferance of Lender or the purchaser of the Property and shall, at Lender's option, either (1) pay a reasonable rental for the use of the Property; or (2) vacate the Property immediately upon the demand of Lender.

Other Remedies. Lender shall have all other rights and remedies provided in this Security Instrument or the Promissory Note or available at law or in equity.

Sale of the Property. To the extent permitted by applicable law, Mortgagor hereby waives any and all right to have the Property marshalled. In exercising its rights and remedies, Lender shall be free to sell all or any part of

BK: 9019 PG: 464

the Property together or separately, in one sale or by separate sales. Lender shall be entitled to bid at any public sale on all or any part of the Property.

Notice of Sale. Lender will give Mortgagor reasonable notice of the time and place of any public sale of the Personal Property or of the time after which any private sale or other intended disposition of the Personal Property is to be made. Reasonable notice shall mean notice given at least 10 days before the time of the sale or disposition. Any sale of the Personal Property may be made in conjunction with any sale of the Real Property.

Election of Remedies. All of Lender's rights and remedies will be cumulative and may be exercised alone or together. An election by Lender to choose any one remedy will not bar Lender from using any other remedy. If Lender declares to spend money or perform any of Mortgagor's obligations under this Security Instrument, after Mortgagor's failure to do so, that decision by Lender will not impact Lender's right to declare Mortgagor in default to exercise Lender's remedies.

Attorneys' Fees and Expenses. If Lender institutes any suit or action to enforce any of the terms of this Security Instrument, Lender shall be entitled to recover such sum as the court may adjudge reasonable as attorneys' fees at trial and upon any appeal. Whether or not any court action is involved, and to the extent not prohibited by law, all reasonable expenses Lender incurs that in Lender's opinion are necessary at any time for the protection of its interest or the enforcement of its rights shall become a part of the Indebtedness payable on demand and shall bear interest at the rate, stipulated on the Promissory Note, from the date of the expenditure until repaid. Expenses covered by this paragraph, include, without limitation, however subject to any limits under applicable law, Lender's attorneys' fees and Lender's legal expenses, whether or not there is a lawsuit, including attorneys' fees and expenses for bankruptcy proceedings (including efforts to modify or vacate any automatic stay or injunction), appeals, and any anticipated post-judgment collection services, the cost of searching records, obtaining title reports (including foreclosure reports), surveyors' reports, and appraisal fees and title insurance, to the extent permitted by applicable law. Mortgagor also will pay any court costs, in addition to all other sums provided by law.

ADDITIONAL INFORMATION REGARDING THE USE OF "PERSONAL PROPERTY." As used in this Security Instrument, "Personal Property" means all equipment, fixtures, and other articles of personal property now or hereafter owned by Mortgagor, and now or hereafter attached or affixed to the Real Property; together with all accessions, parts and additions to, all replacements of, and all substitutions for, any of such property; and together with all proceeds (including without limitation all insurance proceeds and refunds of premiums) from any sale or other disposition of the Property. However, if the Real Property is or will be located in an area designated by the Administrator of the Federal Emergency Management Agency as a special flood hazard area, Personal Property will be limited to only those items specifically covered (currently or hereafter) by Coverage A of the standard flood insurance policy issued in accordance with the National Flood Insurance Program or under equivalent coverage similarly issued by a private insurer to satisfy the National Flood Insurance Act (as amended).

NO WAIVER. No delay or failure of Lender to exercise any right, remedy, power or privilege hereunder shall affect that right, remedy, power or privilege nor shall any single or partial exercise thereof preclude the exercise of any right, remedy, power or privilege. No Lender delay or failure to demand strict adherence to the terms of this Security Instrument shall be deemed to constitute a course of conduct inconsistent with Lender's right at any time, before or after an event of default, to demand strict adherence to the terms of this Security Instrument and the Related Documents.

SURVIVAL. Lender's rights in this Security Instrument will continue in its successors and assigns. This Security Instrument is binding on all heirs, executors, administrators, assigns, and successors of Mortgagor.

NOTICES. Unless otherwise required by applicable law or provided under this Security Instrument, any notice or demand given by Lender to any party is considered effective when: (i) it is deposited in the United States Mail with the appropriate postage; (ii) when it is sent via electronic mail; (iii) when it is sent via facsimile; (iv) when it is deposited with a nationally recognized overnight courier service; (v) on the day of personal delivery; or (vi) any other commercially reasonable means. Such notice or demand shall be sent to the party at the address contained

BK: 9019 PG: 465

herein or at an alternative address, e-mail address, or facsimile number as may be provided to Lender in writing. Any notice given to Lender must be addressed to Lender at the address contained herein or at an alternative address as may be provided by Lender in writing.

GENERAL WAIVERS. Mortgagor, to the extent permitted by law, hereby waives (a) notice of acceptance of this Security Instrument, and all notice of the creation, extension of, or accrual of any of the Indebtedness; (b) diligence, presentment, protest, demand for payment, notice of dishonor, notice of intent to accelerate, and notice of acceleration in connection with the Indebtedness or any other obligations now existing or hereafter owing which are secured by this Security Instrument; (c) any requirement that Lender proceed against or pursue any other collateral securing or any other party responsible for some or all of the Indebtedness; (d) any requirement that Lender pursue or exhaust any other remedy available to Lender; (e) any right to request that Lender marshal any other collateral; (f) failure to protect, preserve, or resort to any collateral; and (g) any and all defenses that could be asserted by Mortgagor, including, but not limited to, any defenses arising out of failure of consideration, breach of warranty, fraud, payment, statute of frauds, bankruptcy, lack of capacity, statute of limitations, Lender liability, unenforceability of any loan document, accord and satisfaction, usury, or the extension, renewal, and modification of the Indebtedness.

Mortgagor, to the extent permitted by law, further waives and agrees not to assert any and all rights, benefits, and defenses that might otherwise be available under the provisions of the governing law that might operate, contrary to any agreements between Mortgagor, and Lender, to limit Mortgagor's liability to Lender, including all defenses of suretyship.

TO THE EXTENT PERMITTED BY LAW, MORTGAGOR WAIVES ANY RIGHT TO NOTICE, OTHER THAN ANY NOTICE REQUIRED HEREIN, AND WAIVES ANY RIGHT TO ANY HEARING, JUDICIAL OR OTHERWISE, PRIOR TO LENDER EXERCISING ITS RIGHTS UNDER THIS SECURITY INSTRUMENT.

Deficiency Judgment. If the proceeds of any collateral securing the Loan disposed of by Lender are insufficient to pay the Indebtedness in full, Borrower shall remain fully obligated for any deficiency.

WAIVER OF APPRAISEMENT RIGHTS. Mortgagor waives all appraisement rights relating to the Property to the extent permitted by law.

WAIVER OF LIMITATION OF FUTURE ADVANCES. Mortgagor hereby waives the right to file for record a notice limiting the maximum principal amount which may be secured by this Security Instrument.

WAIVER OF HOMESTEAD EXEMPTION RIGHTS. Mortgagor and all other signatories to this Security Instrument, to the extent each possesses homestead exemption rights in the Property, hereby waive all homestead exemption rights relating to the Property to the extent permitted by law.

LENDER'S EXPENSES. Mortgagor agrees to pay all expenses incurred by Lender in connection with enforcement of its rights under the Indebtedness, this Security Instrument or in the event Lender is made party to any litigation because of the existence of the Indebtedness or this Security Instrument, as well as court costs, collection charges and reasonable attorneys' fees and disbursements.

ASSIGNABILITY. Lender may assign or otherwise transfer this Security Instrument or any of Lender's rights under this Security Instrument without notice to Mortgagor. Mortgagor may not assign this Security Instrument or any part of the Security Instrument without the express written consent of Lender.

GOVERNING LAW and CHOICE OF VENUE provisions: Please see below.

SEVERABILITY. If a court of competent jurisdiction determines any term or provision of this Security Instrument is invalid or prohibited by applicable law, that term or provision will be ineffective to the extent required. Any term or provision that has been determined to be invalid or prohibited will be severed from the rest

BK: 9019 PG: 466

of the Security Instrument without invalidating the remainder of either the affected provision or this Security Instrument.

WAIVER OF JURY TRIAL. Mortgagor and/or Lender 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 Mortgage, 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 Lender or any employee, officer, director or assignee of Lender 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. Mortgagor hereby acknowledges that this waiver of jury trial is a material inducement to the Lender in extending credit to the Mortgagor, that the Lender would not have extended such credit without this jury trial waiver, and that Mortgagor has been represented by an attorney or have 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 Lender or any other person would not, in the event of a legal proceeding, seek to enforce the foregoing waiver.

UNIFORM COMMERCIAL CODE (U.C.C.) Mortgagor grants to Lender a security interest in all goods that Mortgagor owns now or in the future and that are or will become fixtures related to the Property. Mortgagor agrees that this Security Instrument shall suffice as a financing statement and may therefore be filed of record as a financing statement for the purposes of Article 9 of the Uniform Commercial Code. Mortgagor authorizes Lender to file any financing statements required under the Uniform Commercial Code.

ORAL AGREEMENTS DISCLAIMER. This Security Instrument represents 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.

FINANCIAL STATEMENTS AND INFORMATION. Mortgagor agrees to provide to Lender upon request both true and correct current financial statements and tax returns in form and substance satisfactory to Lender. The financial statements shall include, among other things, detailed information regarding (i) any entities, such as corporations, partnerships, or limited liability companies in which the Mortgagor is the majority owner and (ii) any entities 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 those entities. All financial statements or records submitted to Lender 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 Lender 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.

BUSINESS PURPOSE CREDIT. Each Mortgagor understands and agrees that the Real Property, which may be a Mortgagor's personal residence or homestead, secures the Borrower's obligations to the Lender under a Promissory Note obtained for business purposes (which may include real estate investment) and not for the primary purpose of personal, family, household or personal investment.

LENDER'S EXPENDITURES. Mortgagor recognizes and agrees that Lender may incur certain expenses in connection with Lender's exercise of rights under this Security Instrument. If any action or proceeding is commenced that would materially impact Lender's interest in the Collateral or if Mortgagor fails to comply with any provision of this Security Instrument or any Related Documents, including but not limited to Mortgagor's failure to discharge or pay when due any amounts Mortgagor is required to discharge or pay under this Security

BK: 9019 PG: 467

Instrument or any Related Documents, Lender on Mortgagor's behalf may (but shall not be obligated to) take any action that Lender deems appropriate, including, but not limited to discharging or paying all taxes, encumbrances and other claims, at any time levied or placed on the Collateral or the Property and paying all costs for insuring, maintaining and preserving the Property, including, without limitation, the purchase of insurance protecting only Lender's interest in the property. Lender may further take such other action or actions and incur such additional expenditures as Lender may deem to be necessary and proper to cure or rectify any actions or inactions on Mortgagor's part as may be required under this Security Instrument. Nothing under this Security Instrument or otherwise shall obligate Lender to take any such actions or to incur any such additional expenditures on Mortgagor's behalf, or as making Lender in any way responsible or liable for any loss, damage, or injury to the Property, to Mortgagor, or to any other person or persons, resulting from Lender's election not to take such actions or to incur such additional expenses. In addition, Lender's election to take any such actions or to incur such additional expenditures shall not constitute a waiver or forbearance by Lender of any Event of Default under this Security Instrument. All such expenditures incurred or paid by Lender for such purposes will then bear interest at the rate charged under the Promissory Note from the date incurred or paid by Lender to the date of repayment by Mortgagor. All such expenses will become a part of the Indebtedness, and at Lender's option, will (A) be payable on demand; (B) be added to the balance of the Promissory Note or other notes then constituting the Indebtedness and be apportioned among and be payable with any installment payments to become due during either (1) the term of any applicable insurance policy; or (2) the remaining term of the Indebtedness; or (C) be treated as a balloon payment which will be due and payable at the maturity of a specific note constituting part of the Indebtedness. Such right shall be in addition to all other rights and remedies to which Lender may be entitled upon the occurrence of any Event of Default.

FURTHER INFORMATION ABOUT DEFINITIONS OF REAL PROPERTY. The terms "real property", "Property" and "Real Property" can be used interchangeably in this Mortgage.

GOVERNING LAW. This Security Instrument will be governed by federal law applicable to Lender and, to the extent not preempted by federal law, the laws of the State of Florida without regard to its conflicts of law provisions. This Security Instrument has been accepted by Lender in the State of Florida.

CHOICE OF VENUE. If there is a lawsuit, Borrower, Mortgagor, and any and all obligors to this Security Instrument, hereby irrevocably submit and consent to the exclusive personal jurisdiction and venue of any state or federal court located in Florida in any judicial district where the Lender has an office or branch; unless otherwise required by law.

JOINT AND SEVERAL LIABILITY. The liability of all Mortgagors, and any and all obligors, obligated in any manner under this Security Instrument shall be joint and several, to the extent of their respective obligations, such that each Mortgagor and obligor executing this Security Instrument is jointly and individually obligated to pay any and all amounts owed according to the terms and conditions of this Security Instrument.

ADDITIONAL RIGHTS REGARDING WAIVERS. If Lender delays or waives any of Lender's rights, Lender may enforce that right at any time in the future without advance notice.

BK: 9019 PG: 468 Last Page

By signing this Security Instrument, each Mortgagor acknowledges that all provisions have been read and understood.

GENERIC DENTAL HOLDING COMPANY, LLC

By: NATHANIEL DURTSCHI Date 7/31/23
Its: MANAGER

Witnessed by:

Name:

Date

Name:

Date

BUSINESS ACKNOWLEDGMENT

STATE OF FLORIDA)
COUNTY OF Escambia)

The foregoing instrument was acknowledged before me by means of physical presence this 7/31/23, by NATHANIEL DURTSCHI, MANAGER on behalf of GENERIC DENTAL HOLDING COMPANY, LLC, a Florida Limited Liability Company, who is personally known to me.

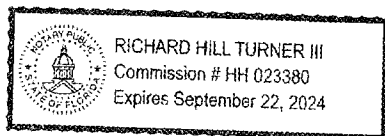
In witness whereof, I hereunto set my hand and official seal.

My commission expires: _____

Notary

Notary Public

(Official Seal)



THIS INSTRUMENT PREPARED BY:

Lisa Trahan
Attn: Collateral Management
P.O. Box 211269
Montgomery, AL 36121

AFTER RECORDING RETURN TO:

Hancock Whitney Bank
Attn: Collateral Management
P.O. Box 211269
Montgomery, AL 36121

Recorded in Public Records 8/3/2023 2:17 PM OR Book 9019 Page 469,
Instrument #2023062511, Pam Childers Clerk of the Circuit Court Escambia
County, FL Recording \$78.00

(Space Above This Line For Recording Data)

LOAN NUMBER: XXXXXX29812

ASSIGNMENT OF LEASES AND RENTS

THIS ASSIGNMENT OF LEASES AND RENTS ("Assignment") is made on July 31, 2023, between GENERIC DENTAL HOLDING COMPANY, LLC, a Florida Limited Liability Company, whose address is 2820 ENDOR ROAD, PENSACOLA, Florida 32503-5823 ("Assignor") and the assignee, Hancock Whitney Bank, whose address is 2510 14th Street, Gulfport, Mississippi 39501 ("Lender"), which is organized and existing under the laws of the State of Mississippi. Assignor, in consideration of loans extended by Lender up to a maximum principal amount of Seven Hundred One Thousand Two Hundred Fifty and 00/100 Dollars (\$701,250.00) and for other valuable consideration, the receipt of which is acknowledged, hereby grants, transfers, assigns, and sets over to Lender all right, title and interest in and to (a) all leases, rental agreements, use agreements, and any other contracts, agreements, arrangements, or understandings, whether oral or written, whether now existing or hereafter entered into, for any lease, occupancy, renting, or other use arising from or relating to all or any party of the Property; (b) any and all extensions, renewals, modifications, and amendments thereto or thereof; (c) any guaranties for the payment and/or performance thereof; and (d) any and all rights, benefits, payments, products, and proceeds therefrom, including without limitation, Assignor's right to enforce any and all rights thereunder and receive and collect any payments or amounts owing therefrom (singularly referred to as a "Lease" and collectively referred to as the "Leases"); and rents, issues, profits, privileges revenue, income, royalties, cash, accounts receivable, security deposits, advance rentals, and any other benefit, amounts, payments, or proceeds, due and to become due under the Leases (the "Rents") arising from or relating to all or any part of the following described real property:

Address: 400 & 404 W Cervantes St, Pensacola, Florida 32501

Legal Description:

Parcel 1: The South 6 feet of the Lot 23: all of Lots 24 and 25 and the South 66 feet of Lot 26, Block 39, BELMONT TRACT, in the City of Pensacola, Florida, according to the map of said City copyrighted by Thos. C. Watson in 1906.

Less: Case #67-2146 Florida O.R. State Road 10A ROW.

Parcel 2: Lots 27 and 28, in Block 39 of the BELMONT TRACT as per map of City of Pensacola copyrighted by Thomas C. Watson in 1906, less that portion lying within the right of way of Cervantes Street.

Together with any interest, rights, and obligations under that certain Utility and Maintenance Easement Agreement, recorded in Book 8227, Page 1023, of the Public Records of Escambia County, Florida.

BK: 9019 PG: 470

Parcel 3: The North 84 feet of Lot 26 in Block 39 of the BELMONT TRACT as per map of City of Pensacola Copyrighted by Thomas C. Watson in 1906.

Parcel ID/Sidwell Number: 000S009010230039

("Property") which secures the following:

- Loan with a principal amount of \$701,250.00

RELATED DOCUMENTS. The words "Related Documents" mean all promissory notes, security agreements, prior mortgages, prior deeds of trust, prior deeds to secure debt, business loan agreements, construction loan agreements, resolutions, guaranties, environmental agreements, subordination agreements, assignments of leases and rents and any other documents or agreements executed in connection with this Assignment whether now or hereafter existing, including any modifications, extensions, substitutions or renewals of any of the foregoing. The Related Documents are hereby made a part of this Assignment by reference thereto, with the same force and effect as if fully set forth herein.

INDEBTEDNESS. This Assignment secures the principal amount shown above as may be evidenced by a promissory note or notes of even or subsequent date hereto, including future advances made within 20 years from the date hereof up to a "Maximum Principal Indebtedness" of Seven Hundred One Thousand Two Hundred Fifty and 00/100 Dollars (\$701,250.00) and every other indebtedness of any and every kind now or hereafter owing from GENERIC DENTAL HOLDING COMPANY, LLC to Hancock Whitney Bank, howsoever created or arising, whether primary, secondary or contingent, together with any interest or charges provided in or arising out of such indebtedness, as well as the agreements and covenants of this Assignment and all Related Documents (hereinafter all referred to as the "Indebtedness"). Unless expressly stated herein to the contrary, nothing contained in this Assignment obligates Assignee to make any future advances under the note(s) of even date herewith or to extend further credit (under separate notes or in any other manner).

This Assignment shall remain in effect until such time as this Assignment and the security interest created hereby are terminated and cancelled by Assignee under a written cancellation instrument in favor of the Assignor.

OBLIGATIONS OF ASSIGNOR. Assignor shall provide true and accurate copies of any or all Leases, as well as any such other documents or information as may be requested by Lender. Assignor shall operate and perform its obligations under the Leases consistent with the terms and provisions of this Assignment and shall not take or fail to take such actions which may result in a default or termination of the Leases or otherwise reduce, impair, or diminish the value of any Lease or the Rents thereunder. Assignor shall notify Lender immediately in writing upon any default, cancellation, termination, or any other notices received or provided in accordance with the terms of any Lease. So long as the Indebtedness remains unpaid, Assignor shall not, without the written consent of Lender: (a) cancel any Leases; (b) accept the surrender of any Leases; (c) modify or alter any Leases in any way, either orally or in writing; (d) reduce the rent set forth in any Leases; (e) consent to the assignment of any lessee's interest under any Leases, or to any subletting thereunder; or (f) make any other assignment, pledge, encumbrance, or any other disposition of any Leases, or of the Rents. Any of the above acts, if done without the written consent of Lender shall be null and void, and shall constitute a default under the Assignment and the Related Documents. Upon request by Lender, Assignor will notify any lessees, sublessees, or other obligors under the Leases in writing, in such form and substance as Lender deems acceptable, of the assignment of the obligations under the Leases to Lender. Should Assignor fail to provide such notices, Lender may send or forward any such notices, either in Lender's name or in Assignor's name, to any or all lessees, sublessees, or obligors under the Leases.

REPRESENTATIONS OF ASSIGNOR. Assignor hereby represents: (a) there are currently no leases, subleases or agreements to lease or sublease all of or any part of the Property other than any existing leases, subleases or agreements to lease or sublease all of or any part of the Property, which Assignor has disclosed in writing to Assignee (b) the Leases are valid and enforceable and no default exists under the Leases; (c) Assignor is entitled to receive all the rents, issues and profits and to enjoy all the rents and benefits mentioned herein and assigned hereby; (d) said rents, issues and profits have not been sold, assigned, transferred, or set over by any instrument now in force and shall not at any time during the life of this Assignment be sold, assigned, transferred, or set over by Assignor, or any other person taking under or through Assignor except as pursuant to this Assignment; (e)

© 2004-2022 Compliance Systems, LLC 946c0df6-8a4812e9 - 2021.279.21.5
Assignment of Leases and Rents - DLAC01

Page 2 of 9

www.compliancesystems.com

BK: 9019 PG: 471

Assignor will provide a copy of any Lease for the Property, and as requested by Assignee, Assignor will execute and deliver to Assignee such further assurances and assignments requested by Assignee to effectuate this Assignment as Assignee will require from time to time; and (f) Assignor has the sole right to sell, assign, transfer, and set over the same and to grant and confer upon Assignee the rights, interests, powers, and authorities herein granted and conferred.

NO LIABILITY OF LENDER. Lender shall not be obligated to perform or discharge any obligation, duty or liability under the Leases or under or by reason of this Assignment and Assignor shall, and hereby agrees, to indemnify Lender for, and to hold Lender harmless from, any and all liability, loss or damage which may or might be incurred under the Leases or under or by any reason of this Assignment and from any and all claims and demands whatsoever, including the defense of any such claims or demands which may be asserted against Lender by reason of any alleged obligations and undertakings on its part to perform or discharge any of the terms, covenants or agreements contained in the Leases. This Assignment shall not operate to place any obligation or liability for the control, care, management, or repair of the Property upon Lender, nor for the carrying out of any of the terms and conditions of the Leases; nor shall it operate to make Lender responsible or liable for any waste committed on the Property, including without limitation the presence of any hazardous substances, 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 stranger. Assignor's obligations and liabilities pursuant to this provision shall survive the cancellation of this Assignment and shall survive Lender's exercise of any of its rights and remedies provided for under this Assignment or otherwise provided by law.

COLLECTION OF RENTS. Provided no Event of Default exists under the Indebtedness or any of the Related Documents, Lender agrees not to demand from any lessor or lessee under the Leases or from any other persons liable therefor, any of the Rents hereby assigned, but shall permit Assignor to collect all such Rents from the Property and the Leases, so long as not collected more than one (1) month in advance of their due date.

EVENTS OF DEFAULT. The following events shall constitute default under this Assignment (each an "Event of Default"):

- (a) Failure to make required payments when due under Indebtedness;
- (b) Failure to perform or keep any of the covenants of this Assignment or a default under any of the Related Documents;
- (c) Assignor or any person or entity obligated on the Indebtedness materially defaults under a provision of an agreement with a third party or if the indebtedness under such an agreement is accelerated;
- (d) The making of any oral or written statement or assertion to Lender that is false or misleading in any material respect by Assignor or any person obligated on the Indebtedness;
- (e) If there is entered against Assignor, or any person or entity obligated on the Indebtedness, a judgment which materially affects the business or financial condition of such party, or materially affects the Property or the Leases and Rents, or if a tax lien, writ of attachment, garnishment, execution, or similar item is or will be issued against the Property, and which remains unpaid, unstayed on appeal, undischarged, unbonded, or undismissed within such time and manner as deemed acceptable by Lender, in its sole discretion;
- (f) The death, dissolution, insolvency, bankruptcy or receivership proceeding of Assignor or of any person or entity obligated on the Indebtedness;
- (g) Any assignment by Assignor for the benefit of Assignor's creditors;
- (h) Lender has a good-faith belief that Lender's rights in the Property or the Leases and Rents are or will soon be impaired;
- (i) A material adverse change occurs in the financial condition, ownership, or management of Assignor or any person obligated on the Indebtedness; or
- (j) Lender deems itself insecure for any reason whatsoever.

REMEDIES. Upon the occurrence of an Event of Default under this Assignment, the Indebtedness or the Related Documents, Lender may declare all sums secured hereby immediately due and payable and may, at Lender's option, without notice, either in Lender's person or by agent and with or without bringing any action or proceeding, or by any receiver appointed by the court, enter upon, take possession of, and manage and operate the Property, and each and every part thereof, and in connection therewith, Lender may make, enforce, and modify

BK: 9019 PG: 472

any of the Leases; fix or modify Rents; repair, maintain and improve the Property; employ contractors, subcontractors, and workmen in and about the Property; obtain and evict tenants; in its own name, sue for and otherwise collect or reserve any and all Rents, including those past due and unpaid; employ leasing agents, managing agents, attorneys, and accountants in connection with the enforcement of Lender's rights hereunder and pay the reasonable fees and expenses thereof; and otherwise do and perform any and all acts which Lender may deem necessary and appropriate in and about the Property for the protection thereof and of Lender's rights hereunder and under the Related Documents, and any and all amounts expended by Lender in connection with the foregoing shall constitute additional Indebtedness secured hereby to the extent permitted by law. Lender shall apply any moneys collected, as aforesaid, less costs and expenses incurred, upon any Indebtedness secured hereby in such order and manner as Lender may determine and to the extent permitted by law.

The parties agree that the remedies available may be inadequate compensation for any loss. Therefore, to the extent allowed by applicable law, in Lender's sole discretion, Lender may seek specific performance of any promise, obligation, or covenant contained in this Assignment. Any defense in any action for specific performance that the remedy at law would be adequate is waived.

To the extent allowed by law, all of Lender's rights and remedies, however evidenced and from whichever source they derive, are cumulative in nature. Lender is entitled to exercise any remedy in any order it determines appropriate. Lender may exercise remedies singularly or concurrently. This Assignment is continuing, irrevocable, and shall remain in full force and effect until such time as Lender executes a written cancellation of this Assignment.

NOTICES. Unless otherwise required by applicable law or provided under this Assignment, any notice or demand given by Lender to any party is considered effective when: (i) it is deposited in the United States Mail with the appropriate postage; (ii) when it is sent via electronic mail; (iii) when it is sent via facsimile; (iv) when it is deposited with a nationally recognized overnight courier service; (v) on the day of personal delivery; or (vi) any other commercially reasonable means. Such notice or demand shall be sent to the party at the address contained herein or at an alternative address, e-mail address, or facsimile number as may be provided to Lender in writing. Any notice given to Lender must be addressed to Lender at the address contained herein or at an alternative address as may be provided by Lender in writing.

GENERAL WAIVERS. To the extent permitted by law, Assignor waives notice of Lender's acceptance of this Assignment, defenses based on suretyship, any defense arising from any election by Lender under the United States Bankruptcy Code, Uniform Commercial Code, as enacted in the state where Lender is located or other applicable law or in equity, demand, notice of acceleration, notice of nonpayment, presentment, protest, notice of dishonor and any other notice.

TO THE EXTENT PERMITTED BY LAW, ASSIGNOR WAIVES ANY RIGHT TO NOTICE, OTHER THAN ANY NOTICE REQUIRED HEREIN, AND WAIVES ANY RIGHT TO ANY HEARING, JUDICIAL OR OTHERWISE, PRIOR TO THE LENDER EXERCISING ITS RIGHTS UNDER THIS ASSIGNMENT.

PAYMENT OF RENTS TO LENDER. All tenants or occupants of any part of the Property (including without limitation, all persons claiming any interest as lessor or lessee under any Leases) are hereby authorized to recognize the claims and demands of Lender without investigation as to the reason for any action taken by Lender or the validity of the amount of indebtedness owing to or the existence of any default hereunder or under the Related Documents, or the application of payments made by Lender, of any amounts to be paid to Lender. Lender's sole signature shall be sufficient for the exercise of any right under this Assignment and Lender's sole receipt given for any sums received shall be a full discharge and release therefor to any such tenant or occupant of the Property. Checks for all or any part of the rental collected under this Assignment shall be made to the exclusive order of Lender.

ASSIGNABILITY. Lender may assign or otherwise transfer this Assignment or any of Lender's rights under this Assignment without notice to Assignor. Assignor may not assign this Assignment or any part of the Assignment without the express written consent of Lender.

SUCCESSORS AND ASSIGNS. All covenants and agreements contained in this Assignment shall bind, and the rights hereunder shall inure to the respective successors and assigns of the Assignor and the Lender.

© 2004-2022 Compliance Systems, LLC 946cdf06-8e4812c9 - 2021.279.21.5
Assignment of Leases and Rents - DL4001

Page 4 of 9

www.compliancesystems.com

BK: 9019 PG: 473

ENTIRE AGREEMENT This Assignment, along with any of the Related Documents, encompasses the entire agreement of the parties and supersedes all prior oral or written agreements, commitments, and understandings between the parties relating to the subject matter of this Assignment. This Assignment cannot be modified except by a writing executed by those parties burdened by the modification.

SEVERABILITY. If any term is illegal, invalid, or unenforceable, the term shall be excluded and ineffective to the extent of such invalidity or unenforceability. All other terms shall remain in full force and effect.

HEADINGS. The headings are for the general convenience of the parties in identifying subject matter. The headings have no limiting effect on the text that follows any particular heading.

SINGULAR AND PLURAL TERMS. All words in the singular shall include the plural and the plural shall include the singular.

ATTORNEY'S FEES, COSTS, AND EXPENSES. Assignor agrees to pay all of Lender's costs, fees, and expenses arising out of or related to the enforcement of this Assignment or the relationship between the parties. Included in the fees that Lender may recover from Assignor are the reasonable attorney's fees that Lender incurs, including all fees incurred in the course of representing Lender before, during, or after any lawsuit, arbitration, or other proceeding and those incurred in appeals, whether the issues arise out of contract, tort, bankruptcy, or any other area of law. Included in the costs and expenses which Lender may recover are all court, alternative dispute resolution or other collection costs, and all expenses incidental to perfecting Lender's security interests and liens, preserving the collateral (including payment of taxes and insurance), records searches, and expenses related to audits, inspection, and copying. All costs and expenses Lender is entitled to recover shall accrue interest at the highest rate set forth in any of the Related Documents.

GOVERNING LAW and CHOICE OF VENUE provisions: Please see below.

COUNTERPARTS. This Assignment may be executed by the parties using any number of copies. All executed copies taken together will be treated as a single Assignment.

WAIVER OF JURY TRIAL. Please refer to the provision, entitled "WAIVER OF JURY TRIAL."

ORAL AGREEMENTS DISCLAIMER. This Assignment represents 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.

NOTICE TO OBLIGORS. Upon request by Lender, Grantor shall immediately notify individual lessees, sublessees and/or obligors under the Collateral, advising such lessees, sublessees and/or obligors of the fact that their obligations have been assigned to Lender. In the event that Grantor should fail to provide such notices for any reason upon request by Lender, Grantor agrees that Lender may forward appropriate notices to such lessees, sublessees and/or obligors, either in Lender's name or in the name of Grantor.

GRANTOR'S REPRESENTATIONS AND WARRANTIES. Grantor warrants that: (A) Grantor is, and will continue to be, the legal and beneficial owner of the Collateral for the duration of the Indebtedness; (B) Grantor has the right, power and authority to enter into this Assignment, to assign and pledge the Collateral to Lender to secure repayment of the Indebtedness; (C) Grantor's execution and delivery of this Assignment and Grantor's performance hereunder, will not result in any violation of any provision of Grantor's Articles of Organization and Governance or violate or constitute a default under the terms of any agreement, indenture or other instrument, license, judgment, decree, order, law, statute, ordinance or other governmental rule or regulation applicable to the Property or any of Grantor's property; (D) Grantor has not made any previous assignments or pledges otherwise encumbered the Collateral; (E) upon its proper recordation, this Assignment shall create a valid first lien in favor of Lender upon, and perfect a security interest in, the Collateral, subject to no prior security interest, lien, charge, encumbrance or agreement purporting to grant to any third party a security interest in the Collateral; (F) such Collateral represents and/or will represent bona fide obligations of the lessees, sublessees and/or other obligors thereunder, free of any offset, compensation, deduction or counterclaim; (G) such Collateral is and will continue to be in full compliance with all applicable state and federal laws and regulations; and (H) this Assignment is

© 2004-2022 Compliance Systems, LLC 946dd66-8e4812e9 - 2021.179.21.5
Assignment of Leases and Rents - DL4001

Page 5 of 9

www.compliancesystems.com

BK: 9019 PG: 474

binding upon Grantor, as well as Grantor's heirs, successors, representatives and assigns, and is legally enforceable in accordance with its terms. The foregoing representations and warranties, and all other representations and warranties set forth in this Assignment, shall be continuing in nature and shall remain in full force and effect until such time as this Assignment is cancelled in the manner provided hereinabove.

ADDITIONAL OBLIGATIONS OF GRANTOR. The following shall constitute additional obligations of Grantor under this Assignment:

Additional Security. In the event that any of the Collateral should become unsatisfactory to Lender for any reason, Grantor agrees to immediately provide Lender with additional collateral security as may then be acceptable to Lender.

No Sale or Encumbrance. As long as this Assignment remains in effect, Grantor unconditionally agrees not to sell, assign, pledge or create or permit to exist any lien or security interest in or against any of the Collateral in favor of any person or entity other than Lender.

No Settlement or Compromise. Grantor will not, without the prior written consent of Lender, compromise, settle, adjust or extend payment under any of the Collateral.

Books and Records. Grantor will keep proper books and records with regard to Grantor's business activities and the Collateral, which books and records shall at all times be open to inspection and copying by Lender or its designated agent. Lender shall also have the right to inspect Grantor's books and records, and to discuss Grantor's affairs and finances with Grantor at such reasonable times as Lender may designate.

Verifications. Lender or Lender's agents may periodically contact individual lessees, sublessees, or obligors whose obligations have been assigned and pledged under this Assignment in order to verify such obligations, determine whether such lessees, sublessees or obligors have any offsets or counterclaims against Grantor, and with respect to such other matters about which Lender may inquire.

Notification of Lender. Grantor will promptly deliver to Lender all written notices, and will promptly give Lender written notice of any other notices received by Grantor with respect to the Property or the Collateral and Lender will promptly give like notice to Grantor of any such notices received by Lender or its nominee.

Additional Documents. Grantor further agrees to execute and deliver to Lender upon request all additional documents with Lender may deem necessary and proper, within its sole discretion, to better reflect the true intent of the Assignment.

Limited Obligations of Lender. Beyond the exercise of reasonable care to assure the safe custody of any documents relating to the Collateral delivered to Lender, Lender shall have no duty or liability to preserve any of the Collateral and shall be relieved of all responsibility upon surrendering to Grantor the various documents, instruments and other writings relating thereto then in Lender's possession.

EFFECT OF WAIVERS. Grantor has waived, and/or does by these presents waive, demand, presentment for payment, protest, notice of protest and notice of non-payment under any and all of the Indebtedness secured by this Assignment. Grantor has further waived, and/or does by these presents waive, all pleas of division and discussion with the regard to the Indebtedness and agrees that Grantor shall remain liable together with all guarantors, endorsers and sureties of the Indebtedness on a "joint and several" or "solidary" basis. Grantor further agrees that discharge or release of any party who is or will be liable under any of the Indebtedness, or the release of any collateral directly or indirectly securing repayment of the same, shall not have the effect of releasing Grantor, and/or the Property, and/or any other party or parties guaranteeing payment of the Indebtedness, who shall remain liable to Lender, and/or releasing any other collateral that is not expressly released by Lender.

Grantor additionally agrees that Lender's acceptance of payments other than in accordance with the terms of any agreement or agreements governing repayment of the Indebtedness, or Lender's subsequent agreement to extend

© 2004-2022 Compliance Systems, LLC 946cdf06-8e4812c9 - 2021.279.21.5
Assignment of Leases and Rents - DL4001

Page 6 of 9

www.compliancesystems.com

BK: 9019 PG: 475

or modify such repayment terms, shall likewise not the effect of releasing Grantor and/or releasing the Property, and/or of releasing the Property, and/or any other party or parties guaranteeing payment of the Indebtedness from their respective obligations to Lender, and/or of releasing any other collateral directly or indirectly securing repayment of the Indebtedness. In addition, no course of dealing between Grantor and Lender, nor any failure or delay on the part of the Lender to exercise any of the rights and remedies granted to Lender under this Assignment, or under any other agreement or agreements by and between Grantor and Lender, shall have the effect of waiving any of Lender's rights and remedies. Any partial exercise of any rights and remedies granted to Lender shall furthermore not constitute a waiver of any of Lender's other rights and remedies, it being Grantor's intent and agreement that Lender's rights and remedies shall be cumulative in nature. Grantor further agrees that, should Grantor default under any of the Indebtedness in favor of Lender, any waiver or forbearance on the part of Lender shall be binding upon Lender only if the forbearance is in writing.

LENDER'S EXPENDITURES. Grantor recognizes and agrees that Lender may incur certain expenses in connection with Lender's exercise of rights under this Assignment. If any action or proceeding is commenced that would materially impact Lender's interest in the Collateral or if Grantor fails to comply with any provision of this Assignment or any Related Documents, including but not limited to Grantor's failure to discharge or pay when due any amounts Grantor is required to discharge or pay under this Assignment or any Related Documents, Lender on Grantor's behalf may (but shall not be obligated to) take any action that Lender deems appropriate, including, but not limited to discharging or paying all taxes, encumbrances and other claims, at any time levied or placed on the Collateral or the Property and paying all costs for insuring, maintaining and preserving the Property, including, without limitation, the purchase of insurance protecting only Lender's interest in the property. Lender may further take such other action or actions and incur such additional expenditures as Lender may deem to be necessary and proper to cure or rectify any actions or inactions on Grantor's part as may be required under this Assignment. Nothing under this Assignment or otherwise shall obligate Lender to take any such actions or to incur any such additional expenditures on Grantor's behalf, or as making Lender in any way responsible or liable for any loss, damage, or injury to the Property, to Grantor, or to any other person or persons, resulting from Lender's election not to take such actions or to incur such additional expenses. In addition, Lender's election to take any such actions or to incur such additional expenditures shall not constitute a waiver or forbearance by Lender of any Event of Default under this Assignment. All such expenditures incurred or paid by Lender for such purposes will then bear interest at the rate charged under the Note from the date incurred or paid by Lender to the date of repayment by Grantor. All such expenses will become a part of the Indebtedness, and at Lender's option, will (A) be payable on demand; (B) be added to the balance of the Note or other notes then constituting the Indebtedness and be apportioned among and be payable with any installment payments to become due during either (1) the term of any applicable insurance policy; or (2) the remaining term of the Indebtedness; or (C) be treated as a balloon payment which will be due and payable at the maturity of a specific note constituting part of the Indebtedness. Such right shall be in addition to all other rights and remedies to which Lender may be entitled upon the occurrence of any Event of Default.

POWERS OF ATTORNEY. The various agencies and powers of attorney conveyed on Lender under this Assignment are granted for purposes of security and may not be revoked by Grantor until such time as the same are renounced by Lender.

WAIVER OF JURY TRIAL. Assignor and/or Lender 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 Assignment, 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 Assignor, any obligor, or any other person with Lender or any employee, officer, director or assignee of Lender 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 Assignor, 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. Assignor hereby acknowledges that this waiver of jury trial is a material inducement to the Lender in

BK: 9019 PG: 476

extending credit to the Assignor, that the Lender would not have extended such credit without this jury trial waiver, and that Assignor has been represented by an attorney or have had an opportunity to consult with an attorney in connection with this jury trial waiver and understands the legal effect of this waiver. Assignor further certifies that no person has represented to it, expressly or otherwise, that Lender or any other person would not, in the event of a legal proceeding, seek to enforce the foregoing waiver.

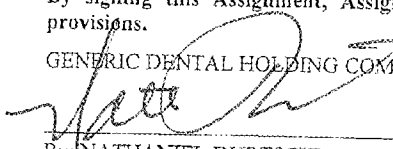
ADDITIONAL DEFINITIONS. For the purposes of this document, "Assignee" means Lender. "Assignor" means any Grantor pledging the collateral described in this Assignment. Grantor can be used interchangeably with "Mortgagor." "Assignment" means Agreement.

GOVERNING LAW. This Assignment will be governed by federal law applicable to Lender and, to the extent not preempted by federal law, the laws of the State of Florida without regard to its conflicts of law provisions. This Assignment has been accepted by Lender in the State of Florida.

CHOICE OF VENUE. If there is a lawsuit, Assignor, and any and all obligors to this Assignment, hereby irrevocably submit and consent to the exclusive personal jurisdiction and venue of any state or federal court located in Florida in any judicial district where the Lender has an office or branch; unless otherwise required by law.

By signing this Assignment, Assignor acknowledges reading, understanding, and agreeing to all its provisions.

GENERIC DENTAL HOLDING COMPANY, LLC

By:  7/31/23
NATHANIEL DURTSCHI Date
Its: MANAGER

Witnessed by:

Name:

Date

Name:

Date

BK: 9019 PG: 477 Last Page

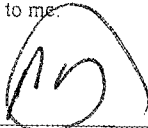
BUSINESS ACKNOWLEDGMENT

STATE OF FLORIDA)
COUNTY OF Escambia)

The foregoing instrument was acknowledged before me by means of physical presence this 7/31/23, by NATHANIEL DURTSCHI, MANAGER on behalf of GENERIC DENTAL HOLDING COMPANY, LLC, a Florida Limited Liability Company, who is personally known to me.

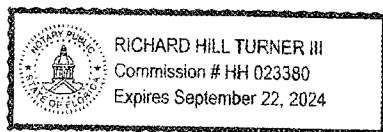
In witness whereof, I hereunto set my hand and official seal.

My commission expires: _____



Notary
Notary Public

(Official Seal)



THIS INSTRUMENT PREPARED BY:

Lisa Trahan
Attn: Collateral Management
P.O. Box 211269
Montgomery, AL 36121

AFTER RECORDING RETURN TO:

Hancock Whitney Bank
Attn: Collateral Management
P.O. Box 211269
Montgomery, AL 36121

**Recorded in Public Records 8/3/2023 2:15 PM OR Book 9019 Page 453,
Instrument #2023062508, Pam Childers Clerk of the Circuit Court Escambia
County, FL Recording \$18.50**

Prepared by and return to:

Richard Hill Turner III
Whibbs Stone Barnett Turner, P.A.
801 West Romana Street
Unit C
Pensacola, FL 32502
23-292591

Limited Liability Company Affidavit

State of FLORIDA
County of Escambia

Before me, the undersigned authority, personally appeared Nathaniel Durtschi ("Affiant"), who, being duly sworn according to law, deposes and says:

1. Affiant is an authorized agent of Generic Dental Holding Company LLC, a Florida Limited Liability Company(the "LLC").
2. The LLC is currently in existence under valid articles of organization and regulations and has not been terminated or dissolved.
3. The LLC is a Manager-managed LLC.
4. The LLC is purchasing the following described real property:

Parcel 1:

The South 6 feet of the Lot 23; all of Lots 24 and 25 and the South 66 feet of Lot 26, Block 39, BELMONT TRACT, in the City of Pensacola, Florida, according to the map of said City copyrighted by Thos. C. Watson in 1906.

Less: Case #67-2146 Florida O.R. State Road 10A ROW.

Parcel 2:

Lots 27 and 28, in Block 39 of the BELMONT TRACT as per map of City of Pensacola copyrighted by Thomas C. Watson in 1906, less that portion lying within the right of way of Cervantes Street.

Together with any interest, rights, and obligations under that certain Utility and Maintenance Easement Agreement, recorded in Book 8227, Page 1023, of the Public Records of Escambia County, Florida.

Parcel 3:

The North 84 feet of Lot 26 in Block 39 of the BELMONT TRACT as per map of City of Pensacola Copyrighted by Thomas C. Watson in 1906.

MORE PARTICULARLY DESCRIBED AS FOLLOW:

The South 6 feet of Lot 23 and all of Lots 24, 25, 26, 27 and 28, Block 39, Belmont Tract, in the City of Pensacola, Florida according to the map of said City copyrighted by Thomas C. Watson in 1906. Less the South +/- 15' lying within the Right of Way of Cervantes Street per Case #67-2146 Florida O.R. State Road 10A ROW.

(the "Property")

5. The LLC nor any member signing the deed have filed bankruptcy since the LLC acquired title.
6. Nathaniel Durtschi is authorized by the articles of incorporation to execute any instruments affecting the Property on behalf of the LLC, including executing a mortgage.
7. Under penalties of perjury, Affiant declares that Affiant has read the foregoing document and that the facts stated in it are true.

Generic Dental Holding Company LLC, a Florida Limited Liability Company

By: 

Nathaniel Durtschi, Manager

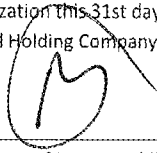
By: 

Lindsay Durtschi, Manager

STATE OF FLORIDA
COUNTY OF ESCAMBIA

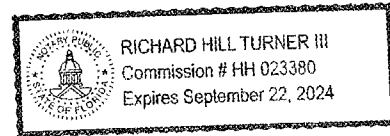
BK: 9019 PG: 454 Last Page

The foregoing instrument was acknowledged before me by means of ☒ physical presence or () online notarization this 31st day of July, 2023 by Nathaniel Durtschi and Lindsay Durtschi, Managers of Generic Dental Holding Company LLC, a FL Limited Liability Company, on behalf of the Limited Liability Company.



Signature of Notary Public

Print, Type/Stamp Name of Notary

Personally known: _____ ☒OR Produced Identification: _____ ☒Type of Identification Produced: DL



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

Detail by Entity Name

Florida Limited Liability Company
GENERIC DENTAL HOLDING COMPANY, LLC

Filing Information

Document Number L16000213610
FEI/EIN Number 81-4523999
Date Filed 11/23/2016
State FL
Status ACTIVE

Principal Address

2820 endor rd
pensacola, FL 32503

Changed: 03/19/2017

Mailing Address

2820 endor rd
pensacola, FL 32503

Changed: 03/19/2017

Registered Agent Name & Address

NASON, YEAGER, GERSON, HARRIS & FUMERO, P.A
3001 PGA BOULEVARD
SUITE 305
PALM BEACH GARDENS, FL 33410

Address Changed: 07/07/2021

Authorized Person(s) Detail

Name & Address

Title MGR

DURTSCHI, NATHANIEL
2820 endor rd
pensacola, FL 32503

Annual Reports

Report Year	Filed Date
--------------------	-------------------

2023	01/30/2023
2024	02/28/2024
2025	02/05/2025

Document Images

02/05/2025 -- ANNUAL REPORT	View image in PDF format
02/28/2024 -- ANNUAL REPORT	View image in PDF format
01/30/2023 -- AMENDED ANNUAL REPORT	View image in PDF format
01/30/2023 -- ANNUAL REPORT	View image in PDF format
02/01/2022 -- ANNUAL REPORT	View image in PDF format
02/01/2021 -- ANNUAL REPORT	View image in PDF format
01/20/2020 -- ANNUAL REPORT	View image in PDF format
08/13/2019 -- ANNUAL REPORT	View image in PDF format
03/05/2018 -- ANNUAL REPORT	View image in PDF format
03/19/2017 -- ANNUAL REPORT	View image in PDF format
11/22/2016 -- Florida Limited Liability	View image in PDF format

Florida Department of Banking Services