

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

0725-55

Part 1: Tax Deed	Application Info	mation						-
Applicant Name Applicant Address				Application	on date	Apr 22, 2024		
Property description	roperty HUEYS WORKS CORPORATION			Certificat	e#	2022 / 7417		
					Date certificate issued		06/01/2022	
Part 2: Certificat	es Owned by App	licant an	d Filed wi	ith Tax Deed	Applicati	on		
Column 1 Certificate Number	Colum er Date of Certif			olumn 3 ount of Certificate	_	olumn 4 Interest	Column 5: Total (Column 3 + Column	
# 2022/7417	06/01/2	022		1,003.44		50.17	1,05	3.6
			·		-3	Part 2: Total	1,05	3.61
Part 3: Other Ce	rtificates Redeem	ed by Ap	plicant (C	ther than Co	unty)	Av.	Ves.	
Column 1 Certificate Number	Column 2 Date of Other Certificate Sale	Column 2 Column 3 Column 4 Column 5 Date of Other Face Amount of Tay Collector's Fee			Total (Column 3 + Column + Column 5)	14		
# 2023/7576	06/01/2023		1,124.08	, ,	6.25	185.47	1,31	5.80
		· • · · · · · · · · · · · · · · · · · ·				Part 3: Total*	1,31	5.80
Part 4: Tax Colle	ector Certified An	nounts (Li	ines 1-7)					
1. Cost of all cert	ificates in applicant's	possessio	n and othe			applicant rts 2 + 3 above	2,369	9.41
2. Delinquent tax	es paid by the applic	ant		n	-		(0.00
3. Current taxes	paid by the applicant			· 			1,079	9.10
Property information report fee					200	0.00		
5. Tax deed application fee					179	5.00		
6. Interest accrue	ed by tax collector un	der s.197.5	42, F.S. (s	ee Tax Collecto	r Instruction	ns, page 2)	(0.00
7.		. <u>.</u>			Total P	aid (Lines 1-6)	3,823	3.51
	nformation is true and that the property in				/ information	on report fee, a	nd tax collector's fees	
					E	scambia, Florid	la	
Sign here:	14				Date	April 25th,	0004	

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

Par	rt 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 t	here: Date of sale 07/02/20 Signature, Clerk of Court or Designee	025

INSTRUCTIONS

Tax Collector (complete Parts 1-4)

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

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

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

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

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

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

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

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

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

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

Clerk of Court (complete Part 5)

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

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

LTS 3 4 & 5 LESS CASE #70-1443 STATE ROAD R/W FOR W STREET BLK 219 WEST KING TRACT OR 7039 P 688 OR 7286 P 1368 CA 137

APPLICATION FOR TAX DEED

512 R. 12/16

Section 197.502, Florida Statutes

Application Number: 2400693

To: Tax Collector of Es	SCAMBIA COUNTY, F	Florida	
I,			
PO BOX 669139 DALLAS, TX 75266-9139,	LLATERAL ASSIGNEE OF TLO	·	Collector and make tax deed application thereon
Account Number	Certificate No.	Date	Legal Description
15-1811-000	2022/7417	06-01-2022	LTS 3 4 & 5 LESS CASE #70-1443 STATE ROAD R/W FOR W STREET BLK 219 WEST KING TRACT OR 7039 P 688 OR 7286 P 1368 CA 137
 pay all delinquen pay all Tax Collection Sheriff's costs, if a 	nding tax certificates plus intert and omitted taxes, plus intertor's fees, property information applicable. rtificate on which this applicati	rest covering th	
TLGFY, LLC PO BOX 669139 DALLAS, TX 75266-91	COLLATERAL ASSIGNEE C)F	<u>04-22-2024</u> Application Date



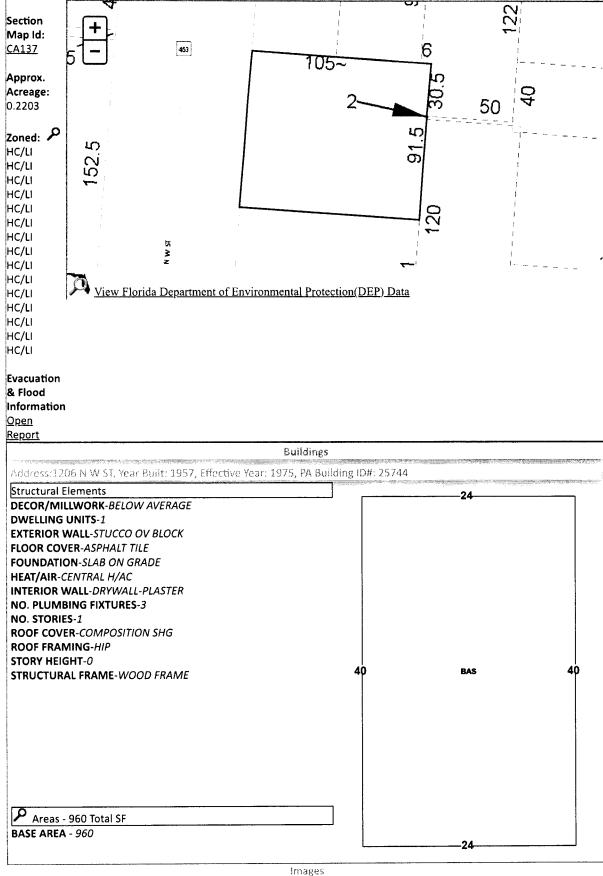
Real Estate Search

Tangible Property Search

Sale List

<u>Back</u>

	Nav. Mode Account Parcel ID						Printer Fr	iendly Version
General infor	mation			Assessn	nents			
Parcel ID:	0005009	060003219		Year	Land	lmprv	Total	<u>Cap Val</u>
Account:	1518110	00		2023	\$9,596	\$70,318	\$79,914	\$62,96
Owners:	HUEYS W	ORKS CORPORA	TION	2022	\$9,596	\$62,745	\$72,341	\$57,23
Mail:	1206 NORTH W ST PENSACOLA, FL 32505		2021	\$9,596	\$49,743	\$59,339	\$52,03	
Situs:	1206 N V	V ST 32505				Disclaime	er	
Use Code:	OFFICE, 1	1 STORY 🔑		M-1-1-1-1-1-1-1-1-1-1-1-1-1-1-1-1-1-1-1				
Taxing Authority:	COUNTY MSTU		Tax Estimator					
Tax Inquiry:	Open Tax	k Inquiry Window	<u>v</u>	Report Storm Damage				
Escambia Cou	inty Tax Col	lector	40 COLOMOTIMOS		Download	ncome & Exp d Income & E	•	
Sales Data			composition of the state of the	. Accessing the second	ertified Roll Ex	emptions	A TO AND POST OF THE PARTY OF T	
Sale Date	Book Page	Value Type	Official Records (New Window)	None	escription			
05/17/2013	7286 1368	\$100 QC	<u> </u>		4	#70-1443 STATE	F ROAD R/W FO	OR W STREET
		\$30,000 QC	C)	11		RACT OR 7039 F		_
		\$29,900 WD	Lò Lò					
	1003 628							
		\$19,900 WD	Ľ,	Extra Fe				





5/27/2021 12:00:00 AM

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

Last Updated:05/06/2024 (tc.4083)

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: 151811000 Certificate Number: 007417 of 2022

Payor: THE FIRST BANK 5299 OLD HIGHWAY 11 HATTIESBURG MS 39402-8859 Date 8/7/2024

Clerk's Total \$558.60 Clerk's Check # 417449 \$4,690.05 Tax Collector's Total Tax Collector Check # \$100.00 Postage \$0.00 Researcher Copies \$10.00 Recording Prep Fee \$7.00 Total Received

PAM CHILDERS
Clerk of the Circuit Court 4139.53

Received By: Deputy Clerk

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



PROPERTY INFORMATION REPORT

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

THE ATTACHED	THE ATTACHED REPORT IS ISSUED TO:						
SCOTT LUNSFOR	D, ESCAMBIA COUNTY TAX	COLLECTOR					
TAX ACCOUNT #	: 15-1811-000	CERTIFICATE #:	2022-74	117			
REPORT IS LIMIT	NOT TITLE INSURANCE. THE ED TO THE PERSON(S) EXPR EPORT AS THE RECIPIENT(S)	ESSLY IDENTIFIED B	Y NAME IN TH	E PROPERTY			
listing of the owner tax information and encumbrances recontitle to said land as	t prepared in accordance with the (s) of record of the land described a listing and copies of all open or rded in the Official Record Books listed on page 2 herein. It is the red. If a copy of any document listely.	herein together with cur runsatisfied leases, mort of Escambia County, Fl esponsibility of the party	rrent and delinque gages, judgments orida that appear named above to	ent ad valorem and to encumber the verify receipt of			
and mineral or any	ject to: Current year taxes; taxes subsurface rights of any kind or nerlaps, boundary line disputes, and on of the premises.	ature; easements, restrict	tions and covenar	its of record;			
	ot insure or guarantee the validity surance policy, an opinion of title						
Use of the term "Re	eport" herein refers to the Property	/ Information Report and	l the documents a	ttached hereto.			
Period Searched:	March 17, 2005 to and includi	ng March 17, 2025	_ Abstractor:	Andrew Hunt			
BY							

Michael A. Campbell,

Malphel

As President

Dated: March 20, 2025

PROPERTY INFORMATION REPORT

CONTINUATION PAGE

March 20, 2025

Tax Account #: 15-1811-000

1. The Grantee(s) of the last deed(s) of record is/are: HUEY'S WORKS CORPORATION

By Virtue of Quitclaim Deed recorded 7/1/2013 in OR 7039/688 and Corrective Quitclaim Deed recorded 1/15/2015 - OR 7286/1368

- 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 Gulf Coast Community Bank recorded 1/5/2015 OR 7281/1222 and modified in OR 7812/1258 and OR 8633/1746
 - b. Lien in favor of Emerald Coast Utilities Authority recorded 1/28/2022 OR 8710/777
 - c. Judgment in favor of American Express Bank, FSB recorded 3/13/2018 OR 7868/1718
 - d. Judgment in favor of NES Rentals Holding, Inc recorded 8/31/2018 OR 7959/1343
 - e. Judgment in favor of Hancock Whitney Bank recorded 10/15/2018 OR 7983/205
 - f. Judgment in favor of Warren Doors & Access Control recorded 2/19/2020 OR 8248/1729
 - g. Code Enforcement Order in favor of Escambia County recorded 3/6/2025 OR 9284/987
- **4.** Taxes:

Taxes for the year(s) NONE are delinquent.

Tax Account #: 15-1811-000 Assessed Value: \$69,257.00

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 #:	15-1811-000
CERTIFICATE #:	2022-7417
	2910, 32521
HUEY'S WORKS CORPORATION 1206 N W ST PENSACOLA, FL 32505	THE FIRST A NATIONAL BANKING ASSOCIATION 40 N PALAFOX ST
EMERALD COAST UTILITIES AUTHORITY	PENSACOLA, FL 32502
9255 STURDEVANT ST PENSACOLA, FL 32514-0311	AMERICAN EXPRESS BANK, FSB 4315 S 2700 WEST SALT LAKE CITY, UT 84148
GEORGE HUEY 1900 W DETROIT BLVD PENSACOLA, FL 32534	NES RENTALS HOLDING INC 8420 W BRYN MAWR AE #310 CHICAGO, IL 60631
HANCOCK WHITNEY BANK 2510 14TH ST 6TH FLOOR GULFPORT, MS 39501	WARREN DOORS & ACCESS CONTROL 1011 W TEXAR DR PENSACOLA, FL 32501

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

Certified and delivered to Escambia County Tax Collector, this 20th day of March 2025. PERDIDO TITLE & ABSTRACT, INC.

Malphel

BY: Michael A. Campbell, As Its 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 #:15-1811-000

LEGAL DESCRIPTION EXHIBIT "A"

LTS 3 4 & 5 LESS CASE #70-1443 STATE ROAD R/W FOR W STREET BLK 219 WEST KING TRACT OR 7039 P 688 OR 7286 P 1368 CA 137

SECTION 00, TOWNSHIP 0 S, RANGE 00 W

TAX ACCOUNT NUMBER 15-1811-000(0725-55)

Recorded in Public Records 07/01/2013 at 12:25 PM OR Book 7039 Page 688, Instrument #2013048036, Pam Childers Clerk of the Circuit Court Escambia County, FL Recording \$27.00 Deed Stamps \$210.00

Quitclaim Deed

James R Saylors, an individual with an address of 7648 River Rd, Milton FL 32583, in consideration of \$ _30,000,000 and other good and valuable consideration to Grantor paid, the receipt of which is acknowledged, does hereby remise, release and forever quitclaim to Huey's Works Corporation, a corporation with an address of 1206 N W St Pensacola, FL 32505, all rights, title and interest of Grantor, if any, in and to the following real estate:

000S00-9060-003-219 1206 N W ST LTS 3 4 & 5 LESS CASE #70-1443 STATE ROAD R/W FOR W STREET BLK 219 WEST KING TRACT OR 1003 P 628 CA 137

Subject to real estate taxes and assessments for the current year and subsequent years.

Subject to all valid easements, rights of way, covenants, conditions, reservations and restrictions of record, if any, and also to applicable zoning, land use and other laws and regulations.

To have and to hold the same, together with all the buildings, improvements and appurtenances belonging thereto, if any, to the Grantee and Grantee's heirs, successors and assigns forever.

IT IS EXPRESSLY UNDERSTOOD AND AGREED between Grantor and Grantee that Grantor makes no representations, covenants or warranty of any kind whatsoever. By this instrument, the parties intend that Grantor release to Grantee whatever interest Grantor may have in the above property, if any.

IN WITNESS WHEREOF, this Quitclaim Deed is executed under seal on this 17 day of May 2013

GRANTOR

Signed, sealed and delivered in the presence of:

WITNESS

BK: 7039 PG: 689

STATE OF Florida

COUNTY OF ESCAMBIA

In <u>Escambia</u>, on the <u>11+44</u> day of <u>May</u>. <u>2013</u>, before me, a Notary Public in and for the above state and county, personally appeared **James R Saylors** known to me or proved to be the person named in and who executed the foregoing instrument, and being first duly sworn, such person acknowledged that he or she executed said instrument for the purposes therein contained as his or her free and voluntary act and deed. <

NOTARY PUBLIC

My Commission Expires: 623/14

Dana Thibodeaux
Commission # EE003603
Expires: UNE 23, 2014
BORDED THRU ALLES ... DONDING CO., INC.

(SEAL)

BK: 7039 PG: 690 Last Page

TULON L. JACKSON PRESIDENT	TULON L ENGINEERING P. O. BOX 2215	. JACKSON 3 - LAND SU PENBAGOLA	IRVEYING	
PHONE 433-2382 — 438-7835				
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20'	~			
		125		
			•	
DESCRIPTION: Lot		Warr Kri Co Peri Zasandi	ur Trair, Associ 1825-18, 188 - 1826 2 km/18244 - 1826	un to the Place
being a portion of Section County, Florida, according to Pla				of the Public Record
		I hereb	y certify the Survey shown to be true and correct to	•
Encroachments			t of my knowledge and bel	fef~~?
Owner <u>Anna S</u> Recertified	caca.	the best	t of my knowledge and bell to the second sec	Marian in the second se

Recorded in Public Records 01/15/2015 at 03:18 PM OR Book 7286 Page 1368, Instrument #2015003633, Pam Childers Clerk of the Circuit Court Escambia County, FL Recording \$18.50

Pam Childers
CLERK OF THE CIRCUIT COURT
ESCAMBIA COUNTY FLORIDA
INST# 2013048036 07/01/2013 at 12:25 PM
OFF REC BK: 7039 PG: 688 - 690 Doc Type: QCD
RECORDING: \$27.00 Deed Stamps \$210.00

Quitclaim Deed

James R Saylors, an individual with an address of 7648 River Rd, Milton FL 32583, in consideration of \$ _30,000,000 and other good and valuable consideration to Grantor paid, the receipt of which is acknowledged, does hereby remise, release and forever quitclaim to Huey's Works Corporation, a corporation with an address of 1206 N W St Pensacola, FL 32505, all rights, title and interest of Grantor, if any, in and to the following real estate:

000S00-9060-003-219 1206 N W ST LTS 3 4 & 5 LESS CASE #70-1443 STATE ROAD R/W FOR W STREET BLK 219 WEST KING TRACT OR 1003 P 628 CA 137

Subject to real estate taxes and assessments for the current year and subsequent years.

Subject to all valid easements, rights of way, covenants, conditions, reservations and restrictions of record, if any, and also to applicable zoning, land use and other laws and regulations.

To have and to hold the same, together with all the buildings, improvements and appurtenances belonging thereto, if any, to the Grantee and Grantee's heirs, successors and assigns forever.

IT IS EXPRESSLY UNDERSTOOD AND AGREED between Grantor and Grantee that Grantor makes no representations, covenants or warranty of any kind whatsoever. By this instrument, the parties intend that Grantor release to Grantee whatever interest Grantor may have in the above property, if any.

IN WITNESS WHEREOF, this Quitclaim Deed is executed under seal on this 17 day of 2013

Signed, sealed and delivered in the presence of:

GRANTOR

Witness HUE

grantori

S K, Salor

RECORDED AS RECEIVED

HUGH KING

Witness Dana Thibodeaux BK: 7286 PG: 1369 Last Page

STATE OF Florida

COUNTY OF ESCAMBIA

day of May In Escambia, on the day of May, 2013, before me, a Notary Public in and for the above state and county, personally appeared James R Saylors known to me or proved to be the person named in and who executed the foregoing instrument, and being first duly sworn, such person acknowledged that he or she executed said instrument for the purposes therein contained as his or her free and voluntary act and deed. <

My Commission Expires: 62314

NOTARY PUBLIC-STATE OF FLORIDA
Dana Thibodeaux
Commission # EE003603 Expires: PUNE 23, 2014
BONDED THRU ALLANTIC BONDING CO., INC.

(SEAL)

Recorded in Public Records 01/05/2015 at 11:22 AM OR Book 7281 Page 1222, Instrument #2015000334, Pam Childers Clerk of the Circuit Court Escambia County, FL Recording \$61.00 MTG Stamps \$136.85 Int. Tax \$78.20

RECORDATION REQUESTED BY:

Gulf Coast Community Bank Private Banking 40 N. Palafox St Pensacola, FL 32502

WHEN RECORDED MAIL TO: Gulf Coast Community Bank Downtown Branch 40 N Palafox Street

SEND TAX NOTICES TO:
Gulf Coast Community Bank
Downtown Branch
40 N Palafox Street
Pensacola, FL 32502

Pensacola, FL 32502

Rec \$ 61.00 Doc \$ 136.85 Int \$ 18.00 \$276.05

This Mortgage prepared by:

Name: P Sumrall, Asst VP Loan Administration Company: Gulf Coast Community Bank Address: 40 N. Palafox St, Pensacola, FL 32502



0000000008007874-1074512162014

MORTGAGE

MAXIMUM LIEN. The total amount of indebtedness secured by this Mortgage may decrease or increase from time to time, but the maximum amount of principal indebtedness which may be outstanding at any one time shall not exceed \$39,100.00, plus interest, and amounts expended or advanced by Lender for the payment of taxes, levies or insurance on the Property, and interest on such amounts.

THIS MORTGAGE dated December 16, 2014, is made and executed between Huey's Works Corporation, a Florida corporation, whose address is 1206 N W St, Pensacola, FL 32505-6622 (referred to below as "Grantor") and Gulf Coast Community Bank, whose address is 40 N. Palafox St, Pensacola, FL 32502 (referred to below as "Lender").

GRANT OF MORTGAGE. For valuable consideration, Grantor mortgages to Lender all of Grantor's right, title, and interest in and to the following described real property, together with all existing or subsequently erected or affixed buildings, improvements and fixtures; all easements, rights of way, and appurtenances; all water, water rights, watercourses and ditch rights (including stock in utilities with ditch or irrigation rights); and all other rights, royalties, and profits relating to the real property, including without limitation all minerals, oil, gas, geothermal and similar matters, (the "Real Property") located in Escambia County, State of Florida:

Lots 3, 4 and 5, Block 219, West King Tract, lying outside the City limits of the City of Pensacola, Florida, according to map of said City of Pensacola copyrighted by Thomas C. Watson in 1906, LESS AND EXCEPT the West 20 feet of said Lots 3, 4 and 5 acquired for road right-of-way.

The Real Property or its address is commonly known as 1206 N W St, Pensacola, FL 32505-6622. The Real Property tax identification number is 00-0S-00-9060-003-219.

REVOLVING LINE OF CREDIT. This Mortgage secures the Indebtedness including, without limitation, a revolving line of credit under which, upon request by Grantor, Lender at Lender's option, within twenty (20) years from the date of this Mortgage, may make future advances to Grantor. Such future advances, together with interest thereon, are secured by this Mortgage.

Grantor presently assigns to Lender all of Grantor's right, title, and interest in and to all present and future leases of the Property and all Rents from the Property. In addition, Grantor grants to Lender a Uniform Commercial Code security interest in the Personal Property and Rents

THIS MORTGAGE, INCLUDING THE ASSIGNMENT OF RENTS AND THE SECURITY INTEREST IN THE RENTS AND PERSONAL PROPERTY, IS GIVEN TO SECURE (A) PAYMENT OF THE INDEBTEDNESS AND (B) PERFORMANCE OF ANY AND ALL OBLIGATIONS UNDER THE NOTE IN THE ORIGINAL PRINCIPAL AMOUNT OF \$39,100.00, THE RELATED DOCUMENTS, AND THIS MORTGAGE. THIS MORTGAGE IS GIVEN AND ACCEPTED ON THE FOLLOWING TERMS:

PAYMENT AND PERFORMANCE. Except as otherwise provided in this Mortgage, Grantor shall pay to Lender all amounts secured by this Mortgage as they become due and shall strictly perform all of Grantor's obligations under this Mortgage.

POSSESSION AND MAINTENANCE OF THE PROPERTY. Grantor agrees that Grantor's possession and use of the Property shall be governed by the following provisions:

Possession and Use. Until the occurrence of an Event of Default, Grantor may (1) remain in possession and control of the Property; (2) use, operate or manage the Property; and (3) collect the Rents from the Property.

Duty to Maintain. Grantor shall maintain the Property in tenantable condition and promptly perform all repairs, replacements, and maintenance necessary to preserve its value.

Compliance With Environmental Laws. Grantor represents and warrants to Lender that: (1) During the period of Grantor's ownership of the Property, there has been no use, generation, manufacture, storage, treatment, disposal, release or threatened release of any Hazardous Substance by any person on, under, about or from the Property; (2) Grantor has no knowledge of, or reason to believe that there has been, except as previously disclosed to and acknowledged by Lender in writing, (a) any breach or violation of any Environmental Laws, (b) any use, generation, manufacture, storage, treatment, disposal, release or threatened release of any Hazardous Substance on, under, about or from the Property by any prior owners or occupants of the Property, or (c) any actual or threatened litigation or claims of any kind by any person relating to such matters; and (3) Except as previously disclosed to and acknowledged by Lender in writing, (a) neither Grantor nor any tenant, contractor, agent or other authorized user of the Property; and (b) any such activity shall be conducted in compliance with all applicable federal, state, and local laws, regulations and ordinances, including without limitation all Environmental Laws. Grantor authorizes Lender and its agents to enter upon the Property with this section of the Mortgage. Any inspections or tests made by Lender shall be for Lender's purposes only and shall not be construed to create any responsibility or liability on the part of Lender to Grantor or to any other person. The representations and warranties contained herein are based on Grantor's due diligence in investigating the Property for Hazardous Substances. Grantor

> MORTGAGE (Continued)

Page 2

Loan No: 8007874-1

hereby (1) releases and waives any future claims against Lender for indemnity or contribution in the event Grantor becomes liable for hereby (1) releases and waives any future claims against Lender for indemnity or contribution in the event Grantor becomes liable for cleanup or other costs under any such laws; and (2) agrees to indemnify, defend, and hold harmless Lender against any and all claims, losses, liabilities, damages, penalties, and expenses which Lender may directly or indirectly sustain or suffer resulting from a breach of this section of the Mortgage or as a consequence of any use, generation, manufacture, storage, disposal, release or threatened release occurring prior to Grantor's ownership or interest in the Property, whether or not the same was or should have been known to Grantor. The provisions of this section of the Mortgage, including the obligation to indemnify and defend, shall survive the payment of the Indebtedness and the satisfaction and reconveyance of the lien of this Mortgage and shall not be affected by Lender's acquisition of any interest in the Property, whether by foreclosure or otherwise.

Nuisance, Waste. Grantor shall not cause, conduct or permit any nuisance nor commit, permit, or suffer any stripping of or waste on or to the Property or any portion of the Property. Without limiting the generality of the foregoing, Grantor will not remove, or grant to any other party the right to remove, any timber, minerals (including oil and gas), coal, clay, scoria, soil, gravel or rock products without Lender's prior written consent.

Removal of Improvements. Grantor shall not demolish or remove any Improvements from the Real Property without Lender's prior written consent. As a condition to the removal of any Improvements, Lender may require Grantor to make arrangements satisfactory to Lender to replace such Improvements with Improvements of at least equal value.

Lender's Right to Enter. Lender and Lender's agents and representatives may enter upon the Real Property at all reasonable times to attend to Lender's interests and to inspect the Real Property for purposes of Grantor's compliance with the terms and conditions of this Mortgage.

Subsequent Liens. Grantor shall not allow any subsequent liens or mortgages on all or any portion of the Property without the prior written consent of Lender.

Compliance with Governmental Requirements. Grantor shall promptly comply with all laws, ordinances, and regulations, now or trantor snail promptly comply with all laws, ordinances, and regulations, now or hereafter in effect, of all governmental authorities applicable to the use or occupancy of the Property, including withhout limitation, the Americans With Disabilities Act. Grantor may contest in good faith any such law, ordinance, or regulation and withhold compliance during any proceeding, including appropriate appeals, so long as Grantor has notified Lender in writing prior to doing so and so long as, in Lender's sole opinion, Lender's interests in the Property are not jeopardized. Lender may require Grantor to post adequate security or a surety bond, reasonably satisfactory to Lender, to protect Lender's interest.

Duty to Protect. Grantor agrees neither to abandon or leave unattended the Property. Grantor shall do all other acts, in addition to those acts set forth above in this section, which from the character and use of the Property are reasonably necessary to protect and preserve the Property.

DUE ON SALE - CONSENT BY LENDER. Lender may, at Lender's option, declare immediately due and payable all sums secured by this Mortgage upon the sale or transfer, without Lender's prior written consent, of all or any part of the Real Property, or any interest in the Real Property. A "sale or transfer" means the conveyance of Real Property or any right, title or interest in the Real Property; whether legal, beneficial or equitable; whether voluntary or involuntary; whether by outright sale, deed, installment sale contract, land contract, contract for deed, leasehold interest with a term greater than three (3) years, lease-option contract, or by sale, assignment, or transfer of any beneficial interest in or to any land trust holding title to the Real Property, or by any other method of conveyance of an interest in the Real Property. If any Grantor is a corporation, partnership or limited liability company, transfer also includes any change in ownership of more than twenty-five percent (25%) of the voting stock, partnership interests or limited liability company interests, as the case may be, of such Grantor. However, this option shall not be exercised by Lender if such exercise is prohibited by federal law or by Florida law.

TAXES AND LIENS. The following provisions relating to the taxes and liens on the Property are part of this Mortgage:

Payment. Grantor shall pay when due (and in all events prior to delinquency) all taxes, payroll taxes, special taxes, assessments, water charges and sewer service charges levied against or on account of the Property, and shall pay when due all claims for work done on or for services rendered or material furnished to the Property. Grantor shall maintain the Property free of any liens having priority over or equal to the interest of Lender under this Mortgage, except for those liens specifically agreed to in writing by Lender, and except for the lien of taxes and assessments not due as further specified in the Right to Contest paragraph.

Right to Contest. Grantor may withhold payment of any tax, assessment, or claim in connection with a good faith dispute over the obligation to pay, so long as Lender's interest in the Property is not jeopardized. If a lien arises or is filled as a result of nonpayment, Grantor shall within fifteen (15) days after the lien arises or, if a lien is filled, within fifteen (15) days after Grantor has notice of the filling, secure the discharge of the lien, or if requested by Lender, deposit with Lender cash or a sufficient corporate surety bond or other security satisfactory to Lender in an amount sufficient to discharge the lien plus any costs and reasonable attorneys' fees, or other charges that could accrue as a result of a foreclosure or sale under the lien. In any contest, Grantor shall defend itself and Lender and shall satisfy any adverse judgment before enforcement against the Property. Grantor shall name Lender as an additional obligee under any surety bond furnished in the contest proceedings.

Evidence of Payment. Grantor shall upon demand furnish to Lender satisfactory evidence of payment of the taxes or assessments and shall authorize the appropriate governmental official to deliver to Lender at any time a written statement of the taxes and assessments

Notice of Construction. Grantor shall notify Lender at least fifteen (15) days before any work is commenced, any services are furnished, or any materials are supplied to the Property, if any mechanic's lien, materialmen's lien, or other lien could be asserted on account of the work, services, or materials. Grantor will upon request of Lender furnish to Lender advance assurances satisfactory to Lender that Grantor can and will pay the cost of such improvements.

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

Maintenance of Insurance. Grantor 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 olause, and with a standard mortgagee clause in favor of Lender. Grantor shall also procure and maintain comprehensive general liability insurance in such coverage amounts as Lender may request with Lender being named as additional insureds in such liability insurance policies. Additionally, Grantor shall maintain such other insurance, including but not limited to hazard, business interruption and boiler insurance as Lender may require. Policies shall be written by such insurance companies and in such form as may be reasonably acceptable to Lender. Grantor 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 (30) 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 Grantor 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, Grantor agrees to obtain and maintain Federal Flood Insurance, if available, for the full unpaid principal balance of the loan and any prior liens on the property securing the loan, up to the maximum policy limits set under the National Flood Insurance Program, or as otherwise required by Lender, and to maintain such insurance for the term of the loan. insurance for the term of the loan.

Application of Proceeds. Grantor shall promptly notify Lender of any loss or damage to the Property. Lender may make proof of loss if Grantor fails to do so within fifteen (15) days of the casualty. Whether or not Lender's security is impaired, Lender may, at Lender's election, receive and retain the proceeds of any 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, Grantor 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 Grantor from the proceeds for the reasonable cost of repair or restoration if Grantor is not in default under this Mortgage. 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

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under this Mortgage, then to pay accrued interest, and the remainder, if any, shall be applied to the principal balance of the Indebtedness. If Lender holds any proceeds after payment in full of the Indebtedness, such proceeds shall be paid to Grantor as Grantor's interests may appear.

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

the cash value replacement cost of the Property.

LENDER'S EXPENDITURES. If any action or proceeding is commenced that would materially affect Lender's interest in the Property or if Grantor fails to comply with any provision of this Mortgage or any Related Documents, including but not limited to Grantor's failure to discharge or pay under this Mortgage 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, liens, security interests, encumbrances and other claims, at any time levied or placed on the Property and paying all costs for insuring, maintaining and preserving the Property. All such expenditures incurred or paid by Lender for such purposes will then ear 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 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 Note; or (C) be treated as a balloon payment which will be due and payable at the Note's maturity. The Mortgage also will secure payment of these amounts. Such right shall be in addition to all other rights and remedies to which Lender may be entitled upon Default.

WARRANTY; DEFENSE OF TITLE. The following provisions relating to ownership of the Property are a part of this Mortgage:

Title. Grantor warrants that: (a) Grantor holds good and marketable title of record to the Property in fee simple, free and clear of all liens and encumbrances other than those set forth in the Real Property description or in any title insurance policy, title report, or final title opinion issued in favor of, and accepted by Lender in connection with this Mortgage, and (b) Grantor has the full right, power, and authority to execute and deliver this Mortgage to Lender.

Defense of Title. Subject to the exception in the paragraph above, Grantor warrants and will forever defend the title to the Property against the lawful claims of all persons. In the event any action or proceeding is commenced that questions Grantor's title or the interest of Lender under this Mortgage, Grantor shall defend the action at Grantor's expense. Grantor may be the nominal party in such proceeding, but Lender shall be entitled to participate in the proceeding and to be represented in the proceeding by counsel of Lender's own choice, and Grantor will deliver, or cause to be delivered, to Lender such instruments as Lender may request from time to time to permit such participation.

Compliance With Laws. Grantor warrants that the Property and Grantor's use of the Property complies with all existing applicable laws, ordinances, and regulations of governmental authorities.

Survival of Representations and Warranties. All representations, warranties, and agreements made by Grantor in this Mortgage shall survive the execution and delivery of this Mortgage, shall be continuing in nature, and shall remain in full force and effect until such time as Grantor's Indebtedness shall be paid in full.

CONDEMNATION. The following provisions relating to condemnation proceedings are a part of this Mortgage:

Proceedings. If any proceeding in condemnation is filed, Grantor shall promptly notify Lender in writing, and Grantor shall promptly take such steps as may be necessary to defend the action and obtain the award. Grantor may be the nominal party in such proceeding, but Lender shall be entitled to participate in the proceeding and to be represented in the proceeding by counsel of its own choice, and Grantor will deliver or cause to be delivered to Lender such instruments and documentation as may be requested by Lender from time to time to permit such participation.

Application of Net Proceeds. If all or any part of the Property is condemned by eminent domain proceedings or by any proceeding or purchase in lieu of condemnation, Lender may at its election require that all or any portion of the proceeds of the award be applied to the Indebtedness or the repair or restoration of the Property. The net proceeds of the award shall mean the award after payment of all reasonable costs, expenses, and attorneys' fees incurred by Lender in connection with the condemnation.

IMPOSITION OF TAXES, FEES AND CHARGES BY GOVERNMENTAL AUTHORITIES. The following provisions relating to governmental taxes, fees and charges are a part of this Mortgage:

Current Taxes, Fees and Charges. Upon request by Lender, Grantor shall execute such documents in addition to this Mortgage and take whatever other action is requested by Lender to perfect and continue Lender's lien on the Real Property. Grantor shall reimburse Lender for all taxes, as described below, together with all expenses incurred in recording, perfecting or continuing this Mortgage, including without limitation all intangible personal property taxes, documentary stamp taxes, fees, and other charges for recording or registering this Mortgage.

Taxes. The following shall constitute taxes to which this section applies: (1) a specific tax, including without limitation an intangible personal property tax, upon this type of Mortgage or upon all or any part of the Indebtedness secured by this Mortgage; (2) a specific tax on Grantor which Grantor is authorized or required to deduct from payments on the Indebtedness secured by this type of Mortgage; (3) a tax on this type of Mortgage chargeable against the Lender or the holder of the Note; and (4) a specific tax on all or any portion of the Indebtedness or on payments of principal and interest made by Grantor.

Subsequent Taxes. If any tax to which this section applies is enacted subsequent to the date of this Mortgage, this event shall have the same effect as an Event of Default, and Lender may exercise any or all of its available remedies for an Event of Default as provided below unless Grantor either (1) pays the tax before it becomes delinquent, or (2) contests the tax as provided above in the Taxes and Liens section and deposits with Lender cash or a sufficient corporate surety bond or other security satisfactory to Lender.

SECURITY AGREEMENT; FINANCING STATEMENTS. The following provisions relating to this Mortgage as a security agreement are a part of this Mortgage:

Security Agreement. This instrument shall constitute a Security Agreement to the extent any of the Property constitutes fixtures, and Lender shall have all of the rights of a secured party under the Uniform Commercial Code as amended from time to time.

Security Interest. Upon request by Lender, Grantor shall take whatever action is requested by Lender to perfect and continue Lender's security interest in the Rents and Personal Property. In addition to recording this Mortgage in the real property records, Lender may, at any time and without further authorization from Grantor, file executed counterparts, copies or reproductions of this Mortgage as a financing statement. Grantor shall reimburse Lender for all expenses incurred in perfecting or continuing this security interest. Upon default, Grantor shall not remove, sever or detach the Personal Property from the Property. Upon default, Grantor shall assemble any Personal Property not affixed to the Property in a manner and at a place reasonably convenient to Grantor and Lender and make it available to Lender within three (3) days after receipt of written demand from Lender to the extent permitted by applicable law.

Addresses. The mailing addresses of Grantor (debtor) and Lender (secured party) from which information concerning the security interest granted by this Mortgage may be obtained (each as required by the Uniform Commercial Code) are as stated on the first page of this Mortgage.

FURTHER ASSURANCES; ATTORNEY-IN-FACT. The following provisions relating to further assurances and attorney-in-fact are a part of this Mortgage:

Further Assurances. At any time, and from time to time, upon request of Lender, Grantor will make, execute and deliver, or will cause to be made, executed or delivered, to Lender or to Lender's designee, and when requested by Lender, cause to be filed, recorded, refiled, or rerecorded, as the case may be, at such times and in such offices and places as Lender may deem appropriate, any and all

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such mortgages, deeds of trust, security deeds, security agreements, financing statements, continuation statements, instruments of further assurance, certificates, and other documents as may, in the sole opinion of Lender, be necessary or desirable in order to effectuate, complete, perfect, continue, or preserve (1) Grantor's obligations under the Note, this Mortgage, and the Related Documents, and (2) the liens and security interests created by this Mortgage as first and prior liens on the Property, whether now owned or hereafter acquired by Grantor. Unless prohibited by law or Lender agrees to the contrary in writing, Grantor shall reimburse Lender for all costs and expenses incurred in connection with the matters referred to in this paragraph.

Attorney-in-Fact. If Grantor fails to do any of the things referred to in the preceding paragraph, Lender may do so for and in the name of Grantor and at Grantor's expense. For such purposes, Grantor hereby irrevocably appoints Lender as Grantor's attorney-in-fact for the purpose of making, executing, delivering, filing, recording, and doing all other things as may be necessary or desirable, in Lender's sole opinion, to accomplish the matters referred to in the preceding paragraph.

FULL PERFORMANCE. If Grantor pays all the Indebtedness when due, and otherwise performs all the obligations imposed upon Grantor under this Mortgage, Lender shall execute and deliver to Grantor a suitable satisfaction of this Mortgage and suitable statements of termination of any financing statement on file evidencing Lender's security interest in the Rents and the Personal Property. Grantor will pay, if permitted by applicable law, any reasonable termination fee as determined by Lender from time to time.

EVENTS OF DEFAULT. Each of the following, at Lender's option, shall constitute an Event of Default under this Mortgage:

Payment Default. Grantor fails to make any payment when due under the Indebtedness.

Default on Other Payments. Failure of Grantor within the time required by this Mortgage to make any payment for taxes or insurance, or any other payment necessary to prevent filing of or to effect discharge of any lien.

Other Defaults. Grantor fails to comply with or to perform any other term, obligation, covenant or condition contained in this Mortgage or in any of the Related Documents or to comply with or to perform any term, obligation, covenant or condition contained in any other agreement between Lender and Grantor.

Default in Favor of Third Parties. Should Grantor 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 Grantor's property or Grantor's ability to repay the Indebtedness or Grantor's ability to perform Grantor's obligations under this Mortgage or any of the Related Documents.

False Statements. Any warranty, representation or statement made or furnished to Lender by Grantor or on Grantor's behalf under this Mortgage or the Related Documents is false or misleading in any material respect, either now or at the time made or furnished or becomes false or misleading at any time thereafter.

Defective Collateralization. This Mortgage 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.

Insolvency. The dissolution or termination of Grantor's existence as a going business, the insolvency of Grantor, the appointment of a receiver for any part of Grantor'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 Grantor.

Creditor or Forfeiture Proceedings. Commencement of foreclosure or forfeiture proceedings, whether by judicial proceeding, self-help, repossession or any other method, by any creditor of Grantor or by any governmental agency against any property securing the Indebtedness. This includes a garnishment of any of Grantor's accounts, including deposit accounts, with Lender. However, this Event of Default shall not apply if there is a good faith dispute by Grantor as to the validity or reasonableness of the claim which is the basis of the creditor or forfeiture proceeding and if Grantor 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.

Breach of Other Agreement. Any breach by Grantor under the terms of any other agreement between Grantor and Lender that is not remedied within any grace period provided therein, including without limitation any agreement concerning any indebtedness or other obligation of Grantor to Lender, whether existing now or later.

Events Affecting Guarantor. Any of the preceding events occurs with respect to any Guarantor of 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.

Adverse Change. A material adverse change occurs in Grantor's financial condition, or Lender believes the prospect of payment or performance of the Indebtedness is impaired.

Insecurity. Lender in good faith believes itself insecure.

RIGHTS AND REMEDIES ON DEFAULT. Upon the 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 Grantor to declare the entire Indebtedness immediately due and payable, including any prepayment penalty that Grantor 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.

Collect Rents. Lender personally, or by Lender's agents or attorneys, may enter into and upon all or any part of the Property, and may exclude Grantor, Grantor's agents and servants wholly from the Property. Lender may use, operate, manage and control the Property. Lender shall be entitled to collect and receive all earnings, revenues, rents, issues, profits and income of the Property and every part thereof, all of which shall for all purposes constitute property of Grantor. After deducting the expenses of conducting the business thereof, and of all maintenance, repairs, renewals, replacements, alterations, additions, betterments and improvements and amounts necessary to pay for taxes, assessments, insurance and prior or other property charges upon the Property or any part thereof, as well as just and reasonable compensation for the services of Lender. Lender shall apply such monies first to the payment of the principal of the Note, and the interest thereon, when and as the same shall become payable and second to the payment of any other sums required to be paid by Grantor under this Mortgage.

Appoint Receiver. In the event of a suit being instituted to foreclose this Mortgage, Lender shall be entitled to apply at any time pending such foreclosure suit to the court having jurisdiction thereof for the appointment of a receiver of any or all of the Property, and of all rents, incomes, profits, issues and revenues thereof, from whatsoever source. The parties agree that the court shall forthwith appoint such receiver with the usual powers and duties of receivers in like cases. Such appointment shall be made by the court as a matter of strict right to Lender and without notice to Grantor, and without reference to the adequacy or inadequacy of the value of the Property, or to Grantor's solvency or any other party defendant to such suit. Grantor hereby specifically waives the right to object to the appointment of a receiver and agrees that such appointment shall be made as an admitted equity and as a matter of absolute right to Lender, and consents to the appointment of any officer or employee of Lender as 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 Grantor's interest in all or any part of the Property.

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.

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Tenancy at Sufferance. If Grantor 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 Grantor, Grantor 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 Mortgage or the Note or available at law or in equity.

Sale of the Property. To the extent permitted by applicable law, Grantor 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 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 portion of the Property.

Notice of Sale. Lender shall give Grantor 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 ten (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. Election by Lender to pursue any remedy shall not exclude pursuit of any other remedy, and an election to make expenditures or to take action to perform an obligation of Grantor under this Mortgage, after Grantor's failure to perform, shall not affect Lender's right to declare a default and exercise its remedies. Nothing under this Mortgage or otherwise shall be construed so as to limit or restrict the rights and remedies available to Lender following an Event of Default, or in any way to limit or restrict the rights and ability of Lender to proceed directly against Grantor and/or against any other co-maker, guarantor, surety or endorser and/or to proceed against any other collateral directly or indirectly securing the Indebtedness.

Attorneys' Fees: Expenses. If Lender institutes any suit or action to enforce any of the terms of this Mortgage, 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 Note rate 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 reasonable attorneys' fees and Lender's legal expenses, whether or not there is a lawsuit, including reasonable 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. Grantor also will pay any court costs, in addition to all other sums provided by law.

NOTICES. Any notice required to be given under this Mortgage, including without limitation any notice of default and any notice of sale shall be given in writing, and shall be effective when actually delivered, when actually received by telefacsimile (unless otherwise required by law), when deposited with a nationally recognized overnight courier, or, if mailed, when deposited in the United States mail, as first class, certified or registered mail postage prepaid, directed to the addresses shown near the beginning of this Mortgage. Any party may change its address for notices under this Mortgage by giving written notice to the other parties, specifying that the purpose of the notice is to change the party's address. For notice purposes, Grantor agrees to keep Lender informed at all times of Grantor's current address. Unless otherwise provided or required by law, if there is more than one Grantor, any notice given by Lender to any Grantor is deemed to be notice given to all Grantors.

MISCELLANEOUS PROVISIONS. The following miscellaneous provisions are a part of this Mortgage:

Amendments. This Mortgage, together with any Related Documents, constitutes the entire understanding and agreement of the parties as to the matters set forth in this Mortgage. No alteration of or amendment to this Mortgage shall be effective unless given in writing and signed by the party or parties sought to be charged or bound by the alteration or amendment.

Annual Reports. If the Property is used for purposes other than Grantor's residence, Grantor shall furnish to Lender, upon request, a certified statement of net operating income received from the Property during Grantor's previous fiscal year in such form and detail as Lender shall require. "Net operating income" shall mean all cash receipts from the Property less all cash expenditures made in connection with the operation of the Property.

Caption Headings. Caption headings in this Mortgage are for convenience purposes only and are not to be used to interpret or define the provisions of this Mortgage.

Choice of Venue. If there is a lawsuit, Grantor agrees upon Lender's request to submit to the jurisdiction of the courts of Escambia County, State of Florida.

No Waiver by Lender. Lender shall not be deemed to have waived any rights under this Mortgage unless such waiver is given in writing and signed by Lender. No delay or omission on the part of Lender in exercising any right shall operate as a waiver of such right or any other right. A waiver by Lender of a provision of this Mortgage shall not prejudice or constitute a waiver of Lender's right otherwise to demand strict compliance with that provision or any other provision of this Mortgage. No prior waiver by Lender, nor any course of dealing between Lender and Grantor, shall constitute a waiver of any of Lender's rights or of any of Grantor's obligations as to any future transactions. Whenever the consent of Lender is required under this Mortgage, the granting of such consent by Lender in any instance shall not constitute continuing consent to subsequent instances where such consent is required and in all cases such consent may be granted or withheld in the sole discretion of Lender.

Severability. If a court of competent jurisdiction finds any provision of this Mortgage to be illegal, invalid, or unenforceable as to any circumstance, that finding shall not make the offending provision illegal, invalid, or unenforceable as to any other circumstance. If feasible, the offending provision shall be considered modified so that it becomes legal, valid and enforceable. If the offending provision cannot be so modified, it shall be considered deleted from this Mortgage. Unless otherwise required by law, the illegality, invalidity, or unenforceability of any provision of this Mortgage shall not affect the legality, validity or enforceability of any other provision of this Mortgage.

Merger. There shall be no merger of the interest or estate created by this Mortgage with any other interest or estate in the Property at any time held by or for the benefit of Lender in any capacity, without the written consent of Lender.

Successors and Assigns. Subject to any limitations stated in this Mortgage on transfer of Grantor's interest, this Mortgage shall be binding upon and inure to the benefit of the parties, their successors and assigns. If ownership of the Property becomes vested in a person other than Grantor, Lender, without notice to Grantor, may deal with Grantor's successors with reference to this Mortgage and the Indebtedness by way of forbearance or extension without releasing Grantor from the obligations of this Mortgage or liability under the Indebtedness.

Time is of the Essence. Time is of the essence in the performance of this Mortgage.

Waive Jury. All parties to this Mortgage hereby waive the right to any jury trial in any action, proceeding, or counterclaim brought by any party against any other party.

DEFINITIONS. The following capitalized words and terms shall have the following meanings when used in this Mortgage. Unless specifically stated to the contrary, all references to dollar amounts shall mean amounts in lawful money of the United States of America. Words and terms used in the singular shall include the plural, and the plural shall include the singular, as the context may require. Words and terms not otherwise defined in this Mortgage shall have the meanings attributed to such terms in the Uniform Commercial Code:

Borrower. The word "Borrower" means Huey's Works Corporation and includes all co-signers and co-makers signing the Note and all their successors and assigns.

Default. The word "Default" means the Default set forth in this Mortgage in the section titled "Default".

Environmental Laws. The words "Environmental Laws" mean any and all state, federal and local statutes, regulations and ordinances

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relating to the protection of human health or the environment, including without limitation the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended, 42 U.S.C. Section 9601, et seq. ("CERCLA"), the Superfund Amendments and Reauthorization Act of 1986, Pub. L. No. 99-499 ("SARA"), the Hazardous Materials Transportation Act, 49 U.S.C. Section 1801, et seq., the Resource Conservation and Recovery Act, 42 U.S.C. Section 6901, et seq., or other applicable state or federal laws, rules, or regulations adopted pursuant thereto.

Event of Default. The words "Event of Default" mean any of the events of default set forth in this Mortgage in the events of default section of this Mortgage.

Grantor. The word "Grantor" means Huey's Works Corporation.

Guarantor. The word "Guarantor" means any guarantor, surety, or accommodation party of any or all of the Indebtedness.

Guaranty. The word "Guaranty" means the guaranty from Guarantor to Lender, including without limitation a guaranty of all or part of the Note.

Hazardous Substances. The words "Hazardous Substances" mean materials that, because of their quantity, concentration or physical, chemical or infectious characteristics, may cause or pose a present or potential hazard to human health or the environment when improperly used, treated, stored, disposed of, generated, manufactured, transported or otherwise handled. The words "Hazardous Substances" are used in their very broadest sense and include without limitation any and all hazardous or toxic substances, materials or waste as defined by or listed under the Environmental Laws. The term "Hazardous Substances" also includes, without limitation, petroleum and petroleum by-products or any fraction thereof and asbestos.

Improvements. The word "Improvements" means all existing and future improvements, buildings, structures, mobile homes affixed on the Real Property, facilities, additions, replacements and other construction on the Real Property.

Indebtedness. The word "Indebtedness" means all principal, interest, and other amounts, costs and expenses payable under the Note or Related Documents, together with all renewals of, extensions of, modifications of, consolidations of and substitutions for the Note or Related Documents and any amounts expended or advanced by Lender to discharge Grantor's obligations or expenses incurred by Lender to enforce Grantor's obligations under this Mortgage, together with interest on such amounts as provided in this Mortgage.

Lender. The word "Lender" means Gulf Coast Community Bank, its successors and assigns.

Mortgage. The word "Mortgage" means this Mortgage between Grantor and Lender.

Hiray's Works Corporation

Note. The word "Note" means the promissory note dated December 16, 2014, in the original principal amount of \$39,100.00 from Grantor to Lender, together with all renewals of, extensions of, modifications of, refinancings of, consolidations of, and substitutions for the promissory note or agreement. NOTICE TO GRANTOR: THE NOTE CONTAINS A VARIABLE INTEREST RATE.

Personal Property. The words "Personal Property" mean all equipment, fixtures, and other articles of personal property now or hereafter owned by Grantor, 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.

Property. The word "Property" means collectively the Real Property and the Personal Property.

Real Property. The words "Real Property" mean the real property, interests and rights, as further described in this Mortgage.

Related Documents. The words "Related Documents" mean all promissory notes, credit agreements, loan agreements, environmental agreements, guaranties, security agreements, mortgages, deeds of trust, security deeds, collateral mortgages, and all other instruments, agreements and documents, whether now or hereafter existing, executed in connection with the Indebtedness.

Rents. The word "Rents" means all present and future rents, revenues, income, issues, royalties, profits, and other benefits derived from the Property.

GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MORTGAGE, AND GRANTOR AGREES TO ITS TERMS.

GRANTOR:

HUEY'S WORKS CORPORATION

^/

WITNESSES

https://dory.escambiaclerk.com/LandmarkWeb1.4.6.134/Search/DocumentAndInfoByBookPage?Key=Assessor&booktype=OR&booknumber=7286&p...

BK: 7281 1228 Last Page PG:

MORTGAGE

Loan No: 8007874-1

(Continued)

Page 7

CODDODAT	FE & 01/810	TAU EDOLETT	_
CURPURA	E ACKNO	WLEDGMEN	

STATE OF FLON OC

COUNTY OF _ Scanutor CV

)) SS

The foregoing instrument was acknowledged before me this
by George L Huey, President of Huey's Works Corporation, a Florida corporation, on behalf of the corporation, known to me or has produced as identification.

(Signature of

(Name of Acknowledger Typed, Printed or Stamped)

(Title or Rank)

(Serial Number, if any)

CHRISTINE BRIGHAM
MY COMMISSION # EE 123531
EXPIRES. September 10, 2015
Bonded Thru Notary Public Underwriter

LaserPro, Ver. 14.5.10.004 Copr. D+H USA Corporation 1997, 2014; All Rights Reserved. - FL c:\CFI\LPL\G03.FC TR-4710

Recorded in Public Records 11/21/2017 9:07 AM OR Book 7812 Page 1258, Instrument #2017091226, Pam Childers Clerk of the Circuit Court Escambia County, FL Recording \$27.00 MTG Stamps \$8.75 Int. Tax \$4.99

> RECORDATION REQUESTED BY: The First, A National Banking Association Pensacola Downtown 40 North Palafox Street Pensacola, FL 32502

> WHEN RECORDED MAIL TO: The First, A National Banking Association P.O. Box 15549 Hattiesburg, MS 39404

> SEND TAX NOTICES TO: The First, A National Banking Association P.O. Box 15549
> Hattiesburg, MS 39404

This Modification of Mortgage prepared by:

Name: MELISSA DAVIS, LOAN PROCESSOR Company: The First, A National Banking Association Address: 40 North Palafox Street, Pensacola, FL 32502

THIS IS A BALLOON MORTGAGE AND THE FINAL PRINCIPAL PAYMENT OR THE PRINCIPAL BALANCE DUE UPON MATURITY IS \$31,960.42, TOGETHER WITH ACCRUED INTEREST, IF ANY, AND ALL ADVANCEMENTS MADE BY THE MORTGAGEE UNDER THE TERMS OF THIS MORTGAGE.

MODIFICATION OF MORTGAGE



THIS MODIFICATION OF MORTGAGE dated November 7, 2017, is made and executed between HUEY'S WORKS CORPORATION, A FLORIDA CORPORATION, whose address is 1206 NORTH W STREET, PENSACOLA, FL 32505 (referred to below as "Grantor") and The First, A National Banking Association, whose address is 40 North Palafox Street, Pensacola, FL 32502 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated December 16, 2014 (the "Mortgage") which has been recorded in ESCAMBIA County, State of Florida, as follows:

EXISTING MORTGAGE DATED DECEMBER 16, 2014 I/N/O HUEY'S WORKS CORPORATION, A FLORIDA CORPORATION I/A/O \$39,100.00 COVERING 1206 N W ST., PENSACOLA, FL 32505-6622, RECORDED IN BOOK 7281 PAGE 1222-1228, ON 01/05/2015 WITH THE ESCAMBIA COUNTY CLERK OF COURT IN THE FAVOR OF GULF COAST COMMUNITY BANK. THE FIRST, A NATIONAL BANKING ASSOCIATION, IS THE SUCCESSOR IN INTEREST TO GULF COAST COMMUNITY BANK BY VIRTUE OF THE MERGER OF GULF COAST COMMUNITY BANK WITH AND INTO THE FIRST, A NATIONAL BANKING ASSOCIATION, EFFECTIVE JANUARY 1, 2017.

REAL PROPERTY DESCRIPTION. The Mortgage covers the following described real property located in ESCAMBIA County, State of

LOT 3, 4 AND 5, BLOCK 219, WEST KING TACT, LYING OUTSIDE THE CITY LIMITS OF THE CITY OF PENSACOLA, FLORIDA, ACCORDING TO MAP OF THE SAID CITY OF PENSACOLA COPYRIGHTED BY THOMAS C. WATSON IN 1906; LESS AND EXCEPT THE WEST 20 FEET OF SAID LOTS 3, 4 AND 5 ACQUIRED FOR ROAD RIGHT-OF-WAY.

The Real Property or its address is commonly known as 1206 N W STREET, PENSACOLA, FL 32505.

MODIFICATION. Lender and Grantor hereby modify the Mortgage as follows:

LOAN AMOUNT INCREASE FROM \$39,100.00 TO \$41,594.21.

CONTINUING VALIDITY. Except as expressly modified above, the terms of the original Mortgage shall remain unchanged and in full force and effect and are legally valid, binding, and enforceable in accordance with their respective terms. Consent by Lender to this Modification does not waive Lender's right to require strict performance of the Mortgage as changed above nor obligate Lender to make any future modifications. Nothing in this Modification shall constitute a satisfaction of the promissory note or other credit agreement secured by the Mortgage (the "Note"). It is the intention of Lender to retain as liable all parties to the Mortgage and all parties, makers and endorsers to the Note, including accommodation parties, unless a party is expressly released by Lender in writing. Any maker or endorser, including accommodation, then all persons signing below acknowledge that this Modification is given conditionally, based on the representation to Lender that the non-signing person consents to the changes and provisions of this Modification or otherwise will not be released by it. This waiver applies not only to any initial extension or modification, but also to all such subsequent actions.

MODIFICATION OF MORTGAGE (Continued)

Loan No: 9175296

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Page 2

THIS IS A BALLOON MORTGAGE AND THE FINAL PRINCIPAL PAYMENT OR THE PRINCIPAL BALANCE DUE UPON MATURITY IS \$31,960.42, TOGETHER WITH ACCRUED INTEREST, IF ANY, AND ALL ADVANCEMENTS MADE BY THE MORTGAGEE UNDER THE TERMS OF THIS MORTGAGE.

GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MODIFICATION OF MORTGAGE AND GRANTOR AGREES TO ITS TERMS. THIS MODIFICATION OF MORTGAGE IS DATED NOVEMBER 7, 2017. GRANTOR: HUEY'S WARKS CORPORATION Ident of HUEY'S WORKS CORPORATION LENDER: THE FIRST, A NATIONAL BANKING ASSOCIATION CORPORATE ACKNOWLEDGMENT Jennifer L. Micklos Commission # GG133500 SS Expires: August 10, 2021 Bonded thru Aaron Notary THE He or she is corporation. (Title or F (Serial Number, if any)

https://dory.escambiaclerk.com/LandmarkWeb1.4.6.134/Search/DocumentAndInfoByBookPage?Key=Assessor&booktype=OR&booknumber=7286&p...

BK: 7812 PG: 1260 Last Page

Loan No: 9175296	MODIFICATION OF MORTGAGE (Continued)	Page 3
	LENDER ACKNOWLEDGMENT	
STATE OF Florida COUNTY OF CSCAMBO	Jennis Commiss Expires: A Bonded to	fer L. Micklos sion # GG133500 August 10, 2021 hru Aaron Notary
This instrument was acknowledged as as known to me or has produced	of The First, A National Banking Associated as identification. (Signature of Person Taking Acknowledger Typed, Printer (Name of Acknowledger Typed, Printer)	Jucklos digment)
LaserPro, Ver. 17.1.10.015 Copr	r. D+H USA Corporation 1997, 2017. All Rights Reserved Fl TR-25397 PR-16	C:\\Harland\CFI\\LPL\G201.FC

Recorded in Public Records 10/6/2021 11:47 AM OR Book 8633 Page 1746, Instrument #2021109816, Pam Childers Clerk of the Circuit Court Escambia County, FL Recording \$18.50 MTG Stamps \$16.80 Int. Tax \$9.55

RECORDATION REQUESTED BY:
THE FIRST, A NATIONAL BANKING ASSOCIATION
Pensacola Downtown
40 North Palafox Street
Pensacola. FL 32502

WHEN RECORDED MAIL TO: The First, A National Banking Association P.O. Box 15549 Hattlesburg, MS 39404

SEND TAX NOTICES TO: The First, A National Banking Association P.O. Box 15549 Hattlesburg, MS 39404

This Modification of Mortgage prepared by:

Name: Dawn Marchant, Processor Company: THE FIRST, A NATIONAL BANKING ASSOCIATION Address: 40 North Palafox Street, Pensacola, FL 32502

MODIFICATION OF MORTGAGE



9175296%0740%09222021%#######

THIS MODIFICATION OF MORTGAGE dated September 22, 2021, is made and executed between HUEY'S WORKS, whose address is 1206 N W ST, PENSACOLA, FL 32505-6622 (referred to below as "Grantor") and THE FIRST, A NATIONAL BANKING ASSOCIATION, whose address is 40 North Palafox Street, Pensacola, FL 32502 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated December 16, 2014 (the "Mortgage") which has been recorded in ESCAMBIA County, State of Florida, as follows:

REC 01/05/2015 BOOK 7281 PAGE 1222-1228 WITH THE CLERK OF THE CIRCUIT COURT ESCAMBIA COUNTY FLORIDA.

REAL PROPERTY DESCRIPTION. The Mortgage covers the following described real property located in ESCAMBIA County, State of

LOTS 3, 4 AND 5, BLOCK 219, WEST KING TRACT, LYING OUTSIDE THE CITY LIMITS OF THE CITY OF PENSACOLA, FLORIDA, ACCORDING TO MAP OF THE SAID CITY OF PENSACOLA COPYRIGHTED BY THOMAS C. WATSON IN 1906; LESS AND EXCEPT THE WEST 20 FEET OF SAID LOTS 3, 4 AND 5 ACQUIRED FOR ROAD RIGHT-OF-WAY.

The Real Property or its address is commonly known as 1206 NORTH W ST, PENSACOLA, FL 32505-6622.

 $\textbf{MODIFICATION}. \ Lender \ and \ Grantor \ hereby \ modify \ the \ Mortgage \ as \ follows:$

ADDITIONAL ADVANCE ON MORTGAGE IN THE AMOUNT OF 4773.45 AND EXTENDING THE MATURITY DATE OF THE DEBT TO 10/5/2024.

CONTINUING VALIDITY. Except as expressly modified above, the terms of the original Mortgage shall remain unchanged and in full force and effect and are legally valid, binding, and enforceable in accordance with their respective terms. Consent by Lender to this Modification does not waive Lender's right to require strict performance of the Mortgage as changed above nor obligate Lender to make any future modifications. Nothing in this Modification shall constitute a satisfaction of the promissory note or other credit agreement secured by the Mortgage (the "Note"). It is the intention of Lender to retain as liable all parties to the Mortgage and all parties, makers and endorsers to the Note, including accommodation parties, unless a party is expressly released by Lender in writing. Any maker or endorser, including accommodation makers, shall not be released by virtue of this Modification. If any person who signed the original Mortgage does not sign this Modification, then all persons signing below acknowledge that this Modification is given conditionally, based on the representation to Lender that the non-signing person consents to the changes and provisions of this Modification or otherwise will not be released by it. This waiver applies not only to any initial extension or modification, but also to all such subsequent actions.

GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MODIFICATION OF MORTGAGE AND GRANTOR AGREES TO ITS TERMS. THIS MODIFICATION OF MORTGAGE IS DATED SEPTEMBER 22, 2021.

GRANTOR:

HUEY'S WORKS

GEORGE HUEY, President of HUEY'S WORKS

witnesses:)
x Saurie U

BK: 8633 PG: 1747 Last Page

Loan No: 9175296	MODIFICATION OF MORTGAGE (Continued) Page 2
LENDER:	
THE FIRST, A NATIONAL BANKING ASSOCIA	TION
x May May Authorized Signer	
Co	DRPORATE ACKNOWLEDGMENT
STATE OF FLORIDA)
)) SS
COUNTY OF ESCAMBIA)
The foregoing instrument was acknowledged by a day of September on behalf of the corporation. He or she is persidentification.	efore me by means of physical presence or online notarization, this , 20 2/ by GEORGE HUEY, President of HUEY'S WORKS, a Florida corporation onally known to me or has produced
	Law und
	(Signature of Person Taking Acknowledgment)
	LAURIE WARD
	y Public - State of Florida (Name of Acknowledger Typed, Printed or Stamped) mmission ± GG 187923 mm. Expires Feb 20, 2022
My Co	(Title or Rank)
	(Serial Number, if any)
	LENDER ACKNOWLEDGMENT
STATE OF FLORIDA COUNTY OF ESCAMBIA)
= 0.4.43) SS
COUNTY OF ESCAMBIA)
This instrument was acknowledged before me	by means of ⊠ physical presence or □online notarization, this <u>ZZ</u> day o
A NATIONAL BANKING ASSOCIATION. He or identification.	AK GONTALLS as MARKET PROSIDENT OF THE FIRST she is personally known to me or has produced as
	_// - ,)-
	Jame War
	(Signature of Person Taking Acknowledgment)
LAURIE C. WARD Notary Public – State of Florid Commission = GG 187923	(,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,
My Comm. Expires Feb 20, 202	(Title or Rank)
	(Serial Number, if any)
LaserPro, Ver. 21.1.0.222 Copr. Finastra US	A Corporation 1997, 2021. All Rights Reserved FL Y:\CFI\LPL\G201.FC TR-62601 PR-16

Recorded in Public Records 1/28/2022 9:18 AM OR Book 8710 Page 777, Instrument #2022008802, Pam Childers Clerk of the Circuit Court Escambia County, FL Recording \$10.00

> This Instrument Was Prepared By And Is To Be Returned To: **PROCESSING Emerald Coast Utilities Authority** 9255 Sturdevant Street Pensacola, Florida 32514-0311

NOTICE OF LIEN



STATE OF FLORIDA **COUNTY OF ESCAMBIA**

Customer: HUEY'S WORKS

Notice is hereby given that the EMERALD COAST UTILITES AUTHORITY has a lien against the following described real property situated in Escambia County, Florida, for water, wastewater and/or sanitation service provided to the following customer: LTS 3 4 & 5 LESS CASE #70-1443 STATE ROAD R/W FOR W STREET BLK 219 WEST KING TRACT OR 7039 P 688 OR 7286 P 1368 CA 137

Account Number: 198629-7884
Amount of Lien: $\$930.16$, together with additional unpaid utility service charges, if any, which may accrue subsequent to the date of this notice and simple interest on unpaid charges at 18 percent per annum, or at such lesser rate as may be allowed by law.
This lien is imposed in accordance with Section 159.17, Florida Statutes, Chapter 92-248, Laws of Florida, as amended and Emerald Coast Utilities Authority Resolution 87-10, as amended, and this lien shall be prior to all other liens on such lands or premises except the lien of state, county, and municipal taxes and shall be on a parity with the lien of such state, county, and municipal taxes.
Provided however, that if the above-named customer has conveyed said property by means of deed recorded in the public records of Escambia County, Florida, prior to the recording of this instrument, or if the interest of the above-named customer is foreclosed by a proceeding in which notice of lis pendens has been filed prior to the recording of this instrument, this lien shall be void and of no effect.
Dated: <u>01/20/2022</u>
STATE OF FLORIDA COUNTY OF ESCAMBIA The foregoing instrument was acknowledged before me this 20TH day of the Emerald
Coast Utilities Authority, who is personally known-to me and who did not take an oath.
JOHN W. GAINES HI Notary Public - State of Florida Commission # HH 152115 Notary Public - State of Florida Notary Public - State of Florida RWK:ls Revised 05/31/11

Bonded through National Notary Assn.

Recorded in Public Records 3/13/2018 3:13 PM OR Book 7868 Page 1718, Instrument #2018020096, Pam Childers Clerk of the Circuit Court Escambia County, FL

Filing # 67562107 E-Filed 02/06/2018 11:48:43 AM

IN THE CIRCUIT COURT IN AND FOR ESCAMBIA COUNTY, FLORIDA

CASE NO.: 2016 CA 000826

DIVISION:

AMERICAN EXPRESS BANK, FSB, Plaintiff,

VS.

GEORGE HUEY AKA GEORGE L HUEY and HUEY'S WORKS CORPORATION, Defendant(s).

FINAL JUDGMENT

The Court finding the Defendant in Default of the Stipulation is still indebted to the Plaintiff in the sum of \$12,411.42, it is:

ORDERED and ADJUDGED that the Plaintiff, AMERICAN EXPRESS BANK, FSB, recover from the Defendant(s), GEORGE HUEY AKA GEORGE L HUEYand HUEY'S WORKS CORPORATION, the sum of \$11,843.82, and costs herein taxed at \$567.60 for which let execution issue.

DONE AND ORDERED at Pensacola, Escambia County, Florida this

5 day of tellu

JUDŒ

Copies Furnished to: ZWICKER & ASSOCIATES, P.C. ATTORNEY FOR PLAINTIFF 10751 DEERWOOD PARK BLVD SUITE 100 JACKSONVILLE, FL 32256

ALLISON L. FRIEDMAN
ATTORNEY FOR DEFEDNANT(S)
20533 BISCAYNE BOULEVARD SUITE 4-35
AVENTURA, FL 33180
RALFRIEDMAN@HOTMAIL.COM

PLAINTIFF'S ADDRESS (F.S. 55.10) AMERICAN EXPRESS BANK, FSB 4315 S. 2700 WEST SALT LAKE CITY, UT 84148

GEORGE HUEY AKA GEORGE L HUEY DEFENDANT 1206 N W ST PENSACOLA, FL 32505

HUEY'S WORKS CORPORATION DEFENDANT AGENT: GEORGE HUEY 825 LIMOGES WAY PENSACOLA, FL 32505

Recorded in Public Records 8/31/2018 8:46 AM OR Book 7959 Page 1343, Instrument #2018069779, Pam Childers Clerk of the Circuit Court Escambia County, FL Recording \$10.00

Recorded in Public Records 8/7/2018 2:37 PM OR Book 7945 Page 192, Instrument #2018061858, Pam Childers Clerk of the Circuit Court Escambia County, FL

Filing # 75735472 E-Filed 07/31/2018 10:18:12 AM

IN THE COUNTY COURT IN AND FOR ESCAMBIA COUNTY, FLORIDA

NES RENTALS HOLDINGS, INC., an Illinois corporation Plaintiff,

VS.

CASE NO: 2017SC001567

HUEYS WORKS CORPORATION 825 Limoges Way Pensacola, FL 32505

Defendant

DEFAULT FINAL JUDGMENT

The Defendant, having failed to appear at the Pretrial Conference on September 13, 2017 and upon a review of the file together with the Affidavits presented, it is hereby ORDERED AND ADJUDGED that:

Plaintiff, NES RENTALS HOLDINGS, INC., an Illinois corporation shall recover from Defendant(s), **HUEYS WORKS CORPORATION the following:**

> Principal: Costs Interest

Total

407.85

That shall bear interest at the rate established pursuant to Florida Statute sec 55.03 until such time as this judgment is satisfied.

For all of the above sums let execution issue.

ORDERED at Pensacola, Escambia County, Florida.

<u>Defendant name(s) and address(es):</u> Hueys Works Corporation at 3111 LAS BRISAS

Party information:

Plaintiff name and address: NES RENTALS HOLDINGS, INC.an Illinois DR, Pensacola, FL 32526 corporation 8420 W. Bryn Mawr Ae. #310

Chicago, IL 60631

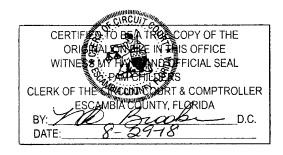
Copies furnished to: Ryan E. Sprechman, Esq.

32526. FAX: SPRECHMAN & FISHER. PA Attorneys for Plaintiff 2775 Sunny Isles Blvd. Suite 100 Miami, Florida 33160-4007

(305) 931-0100 (BOO)440-62B9 FAX: 305-936-0200

135641:PJMT: in: X564: out: XOJMT

Hueys Works Corporation at 3111 LAS BRISAS DR. Pensacola FL



on 07/27/2018 17:39:39 IOZ5EI/C

Recorded in Public Records 10/15/2018 9:14 AM OR Book 7983 Page 205, Instrument #2018082315, Pam Childers Clerk of the Circuit Court Escambia County, FL Recording \$10.00

Recorded in Public Records 10/3/2018 9:04 AM OR Book 7976 Page 1848, Instrument #2018078860, Pam Childers Clerk of the Circuit Court Escambia County, FL

Filing # 78300011 E-Filed 09/24/2018 11:11:20 AM

IN THE COUNTY COURT OF ESCAMBIA COUNTY, FLORIDA

Hancock Whitney Bank,

Case No.: 2018 CC 1773

Plaintiff,

VS.

Huey's Works Corporation and George Huey,

Defendants.

DEFAULT FINAL JUDGMENT

This matter came before the Court on the Plaintiff's Motion for Final Judgment after entry of a Default against the Defendants. Based on the motion, Plaintiff's Affidavit of Claim and counsel's Affidavit of Attorney's Fees, it is **ORDERED AND ADJUDGED** that the Plaintiff (with an address of: Attn: Legal Recoveries, P.O. Box 210009, Montgomery, AL 36121) shall recover the following amounts from the Defendants, for all of which let execution issue:

 Principal:
 \$5,134.02

 Interest:
 \$1,930.73

 Other Fees:
 \$10.00

 Court Costs:
 \$446.20

 Attorney's Fees:
 \$893.94

 TOTAL:
 \$8,414.89

The total amount of this judgment shall accrue interest at the rate of 5.97% and as later adjusted pursuant to Florida Statutes.

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

ON THE STATE OF TH

Copies furnished to:

Heckman Law Group, P.O. Box 12492, Tallahassee, FL 32317-2492; File No.: 16-331 Huey's Works Corporation, Attn: George Huey, Registered Agent, 825 Limoges Way,

Pensacola, FL 32505

George Huey, 825 Limoges Way, Pensacola, FL 32505

CERTIFIED TO BE A TRUE COPY OF THE
ORIGINAL OCLAR PROPERTY OFFICE
WITNESS MAN AND CERC AL SEAL
CLERK OF THE ERCULE OF THE ERCULE OF THE ERCULE OF THE ERCANDIA OF THE ERCANDIA

Recorded in Public Records 2/19/2020 9:39 AM OR Book 8248 Page 1729, Instrument #2020014625, Pam Childers Clerk of the Circuit Court Escambia County, FL

Filing # 103450067 E-Filed 02/18/2020 09:47:27 AM

IN THE COUNTY COURT IN AND FOR ESCAMBIA COUNTY, FLORIDA

WARREN DOORS & ACCESS control 1011 W. Texar Drive Pensacola, FL 32501 robert.warren@whmdoor.com

Plaintiff,

vs.

Case No.

2020 SC 000086

Division

5

HUEYS WORKS 1206 North "W" Street Pensacola, FL 32505

Defendant.

FINAL JUDGMENT

At a Small Claims Pretrial Conference in open court on February 12, 2020, the plaintiff appeared but the defendant did not after proper service. As a result, the plaintiff is entitled to a Final Judgment and it is therefore

ORDERED AND ADJUDGED that plaintiff shall recover from defendant \$3,852.35 which shall accrue interest at the rate of 6.83% per annum for which let execution issue.

DONE AND ORDERED in chambers, as announced in open court on February 12, 2020, Pensacola, Escambia County, Florida.

es good by COUNTY COURT JUDGE PAT KIN9 on 02/17/2020 12:46:22 98M48/nk

cc: Plaintiff

Defendant



Department of State / Division of Corporations / Search Records / Search by Entity Name /

Detail by Entity Name

Florida Profit Corporation
HUEY'S WORKS CORPORATION

Filing Information

Document Number L46671

FEI/EIN Number 59-2770583 **Date Filed** 02/01/1990

State FL

Status ACTIVE

Last Event REINSTATEMENT

Event Date Filed 03/10/2023

Principal Address

1206 NORTH W STREET PENSACOLA, FL 32505

Changed: 01/13/2010

Mailing Address

1206 NORTH W STREET PENSACOLA, FL 32505

Changed: 01/13/2010

Registered Agent Name & Address

HUEY, GEORGE 1900 W. Detroit Blvd. PENSACOLA, FL 32534

Name Changed: 03/10/2023

Address Changed: 04/18/2018

Officer/Director Detail

Name & Address

Title PD

HUEY, GEORGE 1900 W. Detroit Blvd. PENSACOLA, FL 32534

Title Other

HUEY, DEREK 1206 N W st Pensacola, FL 32505

Annual Reports

 Report Year
 Filed Date

 2022
 03/10/2023

 2023
 03/10/2023

 2024
 04/29/2024

Document Images

04/29/2024 ANNUAL REPORT	View image in PDF format
03/10/2023 REINSTATEMENT	View image in PDF format
04/29/2021 ANNUAL REPORT	View image in PDF format
01/19/2020 ANNUAL REPORT	View image in PDF format
04/03/2019 ANNUAL REPORT	View image in PDF format
04/18/2018 ANNUAL REPORT	View image in PDF format
03/21/2017 ANNUAL REPORT	View image in PDF format
03/07/2016 ANNUAL REPORT	View image in PDF format
01/09/2015 ANNUAL REPORT	View image in PDF format
01/13/2014 ANNUAL REPORT	View image in PDF format
03/22/2013 ANNUAL REPORT	View image in PDF format
04/10/2012 ANNUAL REPORT	View image in PDF format
01/25/2011 ANNUAL REPORT	View image in PDF format
01/13/2010 ANNUAL REPORT	View image in PDF format
07/01/2009 ANNUAL REPORT	View image in PDF format
04/29/2009 REINSTATEMENT	View image in PDF format
10/11/2007 REINSTATEMENT	View image in PDF format
04/04/2006 ANNUAL REPORT	View image in PDF format
04/22/2005 ANNUAL REPORT	View image in PDF format
02/19/2004 ANNUAL REPORT	View image in PDF format
03/17/2003 ANNUAL REPORT	View image in PDF format
05/14/2002 ANNUAL REPORT	View image in PDF format
06/19/2001 ANNUAL REPORT	View image in PDF format
04/03/2000 ANNUAL REPORT	View image in PDF format
04/14/1999 ANNUAL REPORT	View image in PDF format
03/02/1998 REINSTATEMENT	View image in PDF format
07/19/1995 ANNUAL REPORT	View image in PDF format

Recorded in Public Records 3/6/2025 11:26 AM OR Book 9284 Page 987, Instrument #2025016097, Pam Childers Clerk of the Circuit Court Escambia County, FL Recording \$27.00

Recorded in Public Records 3/6/2025 9:47 AM OR Book 9284 Page 559, Instrument #2025015985, Pam Childers Clerk of the Circuit Court Escambia County, FL Recording \$27.00

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

PETITIONER
ESCAMBIA COUNTY FLORIDA,

CASE NO: CE23105720N LOCATION: 2817 W LLOYD ST PR#: 000S009060006219

VS.

HUEYS WORKS CORPORATION, 1206 NORTH W ST PENSACOLA, FL 32505

RESPONDENT(S)

ORDER

This CAUSE having come before the Office of Environmental Enforcement Special Magistrate on the Petition of the Environmental Enforcement Officer for alleged violation of the ordinances of the County of Escambia, State of Florida, and the Special Magistrate having considered the evidence before him in the form of testimony by the Enforcement Officer and the Respondent(s) or representative thereof,

as well as evidence submitted, and after consideration of the appropriate sections of the Escambia County Code of Ordinances, the Special Magistrate finds that a violation of the following Code of Ordinances has occurred and continues:

Sec. 42-196(a) Nuisance - (A) Nuisance

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

Sec. 42-196(d) Nuisance - (D) Overgrowth

LDC, Ch. 4, Art. 7, Sec. 4-7.9 Outdoor Storage

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

tt is hereby **ORDERED** that the **RESPONDENT(S)** shall have until **3/14/2025** to correct the violation(s) and to bring the violation into compliance. Corrective action shall include:

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

Remove all outdoor storage from the property. Store indoor items in a garage, shed or dwelling.

If Respondent(s) fail to fully correct the violation(s) within the time required, Respondent(s) will be assessed a fine of \$50.00 per day, commencing 3/15/2025. This fine shall continue until the violation(s) is/are abated and the violation(s) brought into compliance, or until as otherwise provided by law. RESPONDENT IS REQUIRED, immediately upon full correction of the violation(s), to contact the Escambia County Office of Environmental Enforcement in writing to request that the office immediately inspect the property to make an official determination of whether the violation(s) has/have been abated and brought into compliance. If the violation(s) is/are not abated within the specified time period, Escambia County may elect to undertake any necessary measures to abate the violation(s). These measures could include, but are not limited to, DEMOLISHING NON-COMPLIANT STRUCTURES, LEGALLY DISPOSING OF ALL CONTRIBUTING CONDITIONS, AND TOWING OF DESCRIBED VEHICLE(S). At the request of Escambia County, the Sheriff shall enforce this order by taking reasonable law enforcement action to remove from the premises any unauthorized person interfering with the execution of this order or otherwise refusing to leave after warning. The reasonable cost of such abatement will be assessed against RESPONDENT(S) and

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> shall constitute a lien on the property. Pursuant to Escambia County Resolution R2017-132, costs in the amount of \$250.00 are awarded in favor of Escambia County as the prevailing party against RESPONDENT(S).

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

An aggrieved party, including the local governing body, may appeal a final administrative order of an enforcement board to the circuit court. Such an appeal shall not be a hearing de novo but shall be limited to appellate review of the record created before the enforcement board. An appeal shall be filed within 30 days of the execution of the order to be appealed.

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

DONE AND ORDERED in Escambia County, Florida on this 4th day of

March, 2025.

DeWitt D. Clark Special Magistrate Office of Environmental Enforcement