



# 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

0725-50

## Part 1: Tax Deed Application Information

Applicant Name Applicant Address	TLGFY, LLC CAPITAL ONE, N.A., AS COLLATERAL ASSIGNEE OF TLGFY, LLC PO BOX 669139 DALLAS, TX 75266-9139	Application date	Apr 22, 2024
Property description	HH2 ENTERPRISE LLC 1130 E LEE ST PENSACOLA, FL 32503 7 W MAIN ST 15-4350-800 BEG AT A 1/2 IN CAPPED IRON ROD LB #7073 AT THE SE COR OF BLK 25 PT ALSO BEING THE INTER OF W R/W LI (Full legal attached.)	Certificate #	2022 / 7585
		Date certificate issued	06/01/2022

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

Column 1 Certificate Number	Column 2 Date of Certificate Sale	Column 3 Face Amount of Certificate	Column 4 Interest	Column 5: Total (Column 3 + Column 4)
# 2022/7585	06/01/2022	10,924.75	546.24	11,470.99
→Part 2: Total*				11,470.99

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

Column 1 Certificate Number	Column 2 Date of Other Certificate Sale	Column 3 Face Amount of Other Certificate	Column 4 Tax Collector's Fee	Column 5 Interest	Total (Column 3 + Column 4 + Column 5)
# 2023/7743	06/01/2023	11,373.73	6.25	703.75	12,083.73
Part 3: Total*					12,083.73

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

1. Cost of all certificates in applicant's possession and other certificates redeemed by applicant (*Total of Parts 2 + 3 above)	23,554.72
2. Delinquent taxes paid by the applicant	0.00
3. Current taxes paid by the applicant	10,707.56
4. Property information report fee	200.00
5. Tax deed application fee	175.00
6. Interest accrued by tax collector under s.197.542, F.S. (see Tax Collector Instructions, page 2)	0.00
7. Total Paid (Lines 1-6)	34,637.28

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

Sign here:  Escambia, Florida  
Date April 25th, 2024  
Signature, Tax Collector or Designee

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

<b>Part 5: Clerk of Court Certified Amounts (Lines 8-14)</b>	
8. Processing tax deed fee	
9. Certified or registered mail charge	
10. Clerk of Court advertising, notice for newspaper, and electronic auction fees	
11. Recording fee for certificate of notice	
12. Sheriff's fees	
13. Interest (see Clerk of Court Instructions, page 2)	
14. <b>Total Paid (Lines 8-13)</b>	
15. Plus one-half of the assessed value of homestead property, if applicable under s. 197.502(6)(c), F.S.	
16. Statutory opening bid (total of Lines 7, 14, 15, and 16 if applicable)	
Sign here: _____ Date of sale <u>07/02/2025</u> Signature, Clerk of Court or Designee	

### INSTRUCTIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

BEG AT A 1/2 IN CAPPED IRON ROD LB #7073 AT THE SE COR OF BLK 25 PT ALSO BEING THE INTER OF W R/W LI OF S PALAFOX ST (80 FT R/W) AND THE N R/W LI W CEDAR ST (60 FT R/W) RUN NORTH 90 DEG 0 MIN 0 SEC W ALG N R/W LI W CEDAR ST 180.46 FT TO 1/2 IN CAPPED IRON ROD LB #7107 DEPARTING N R/W LI RUN N 0 DEG 17 MIN 21 SEC E 124.87 FT S 89 DEG 47 MIN 22 SEC E 3.72 FT N 0 DEG 5 MIN 58 SEC E 21.16 FT FOR POB N 89 DEG 54 MIN 2 SEC W 14.57 FT N 0 DEG 02 MIN 19 SEC W 28.29 FT S 89 DEG 49 MIN 12 SEC W 34.03 FT N 0 DEG 01 MIN 28 SEC E 75.49 FT TO PT ON S R/W LI OF W MAIN ST (80 FT R/W) S 89 DEG 55 MIN 21 SEC E ALG S R/W LI 80.47 FT S 0 DEG 19 MIN 46 SEC W 106.31 FT N 89 DEG 38 MIN 38 SEC W 31.28 FT N 0 DEG 05 MIN 58 SEC E 2.52 FT TO POB OR 8223 P 1847 CA 73

# APPLICATION FOR TAX DEED

Section 197.502, Florida Statutes

512  
R. 12/16

Application Number: 2400715

To: Tax Collector of ESCAMBIA COUNTY, Florida

I,

TLGFY, LLC  
CAPITAL ONE, N.A., AS COLLATERAL ASSIGNEE OF TLGFY, LLC  
PO BOX 669139  
DALLAS, TX 75266-9139,

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

Account Number	Certificate No.	Date	Legal Description
15-4350-800	2022/7585	06-01-2022	BEG AT A 1/2 IN CAPPED IRON ROD LB #7073 AT THE SE COR OF BLK 25 PT ALSO BEING THE INTER OF W R/W LI OF S PALAFOX ST (80 FT R/W) AND THE N R/W LI W CEDAR ST (60 FT R/W) RUN NORTH 90 DEG 0 MIN 0 SEC W ALG N R/W LI W CEDAR ST 180.46 FT TO 1/2 IN CAPPED IRON ROD LB #7107 DEPARTING N R/W LI RUN N 0 DEG 17 MIN 21 SEC E 124.87 FT S 89 DEG 47 MIN 22 SEC E 3.72 FT N 0 DEG 5 MIN 58 SEC E 21.16 FT FOR POB N 89 DEG 54 MIN 2 SEC W 14.57 FT N 0 DEG 02 MIN 19 SEC W 28.29 FT S 89 DEG 49 MIN 12 SEC W 34.03 FT N 0 DEG 01 MIN 28 SEC E 75.49 FT TO PT ON S R/W LI OF W MAIN ST (80 FT R/W) S 89 DEG 55 MIN 21 SEC E ALG S R/W LI 80.47 FT S 0 DEG 19 MIN 46 SEC W 106.31 FT N 89 DEG 38 MIN 38 SEC W 31.28 FT N 0 DEG 05 MIN 58 SEC E 2.52 FT TO POB OR 8223 P 1847 CA 73

I agree to:

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

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

Electronic signature on file  
TLGFY, LLC  
CAPITAL ONE, N.A., AS COLLATERAL ASSIGNEE OF  
TLGFY, LLC  
PO BOX 669139

04-22-2024  
Application Date

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Applicant's signature



# Chris Jones Escambia County Property Appraiser

[Real Estate Search](#)

[Tangible Property Search](#)

[Sale List](#)

[Back](#)

◀ Nav. Mode ☒ Account ☐ Parcel ID ▶

[Printer Friendly Version](#)

<b>General Information</b> <b>Parcel ID:</b> 000S009100290025 <b>Account:</b> 154350800 <b>Owners:</b> HH2 ENTERPRISE LLC <b>Mail:</b> 1130 E LEE ST PENSACOLA, FL 32503 <b>Situs:</b> 7 W MAIN ST 32502 <b>Use Code:</b> OFFICE, 1 STORY 🔑 <b>Taxing Authority:</b> PENSACOLA CITY LIMITS <b>Tax Inquiry:</b> <a href="#">Open Tax Inquiry Window</a> <small>Tax inquiry link courtesy of Scott Lunsford Escambia County Tax Collector</small>					<b>Assessments</b> <table border="1"> <thead> <tr> <th>Year</th> <th>Land</th> <th>Imprv</th> <th>Total</th> <th>Cap Val</th> </tr> </thead> <tbody> <tr> <td>2023</td> <td>\$222,480</td> <td>\$390,558</td> <td>\$613,038</td> <td>\$613,038</td> </tr> <tr> <td>2022</td> <td>\$222,480</td> <td>\$382,132</td> <td>\$604,612</td> <td>\$604,612</td> </tr> <tr> <td>2021</td> <td>\$222,480</td> <td>\$350,489</td> <td>\$572,969</td> <td>\$562,648</td> </tr> </tbody> </table> <div> <a href="#">Disclaimer</a> </div> <div> <a href="#">Tax Estimator</a> </div> <div> <a href="#">Report Storm Damage</a> </div> <div> <a href="#">Enter Income &amp; Expense Survey</a>  <a href="#">Download Income &amp; Expense Survey</a> </div>					Year	Land	Imprv	Total	Cap Val	2023	\$222,480	\$390,558	\$613,038	\$613,038	2022	\$222,480	\$382,132	\$604,612	\$604,612	2021	\$222,480	\$350,489	\$572,969	\$562,648																						
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<b>Sales Data</b> <table border="1"> <thead> <tr> <th>Sale Date</th> <th>Book</th> <th>Page</th> <th>Value</th> <th>Type</th> <th>Official Records (New Window)</th> </tr> </thead> <tbody> <tr> <td>12/20/2019</td> <td>8223</td> <td>1847</td> <td>\$1,132,000</td> <td>WD</td> <td>📄</td> </tr> <tr> <td>09/03/2013</td> <td>7071</td> <td>498</td> <td>\$740,000</td> <td>WD</td> <td>📄</td> </tr> <tr> <td>08/2004</td> <td>5473</td> <td>105</td> <td>\$800,000</td> <td>WD</td> <td>📄</td> </tr> <tr> <td>11/2001</td> <td>4814</td> <td>1004</td> <td>\$70,200</td> <td>SM</td> <td>📄</td> </tr> <tr> <td>08/1994</td> <td>3633</td> <td>43</td> <td>\$100</td> <td>WD</td> <td>📄</td> </tr> <tr> <td>01/1986</td> <td>2168</td> <td>657</td> <td>\$100,000</td> <td>WD</td> <td>📄</td> </tr> </tbody> </table> <small>Official Records Inquiry courtesy of Pam Childers Escambia County Clerk of the Circuit Court and Comptroller</small>					Sale Date	Book	Page	Value	Type	Official Records (New Window)	12/20/2019	8223	1847	\$1,132,000	WD	📄	09/03/2013	7071	498	\$740,000	WD	📄	08/2004	5473	105	\$800,000	WD	📄	11/2001	4814	1004	\$70,200	SM	📄	08/1994	3633	43	\$100	WD	📄	01/1986	2168	657	\$100,000	WD	📄	<b>2023 Certified Roll Exemptions</b> None  <b>Legal Description</b> BEG AT A 1/2 IN CAPPED IRON ROD LB #7073 AT THE SE COR OF BLK 25 PT ALSO BEING THE INTER OF W R/W LI OF S... 🔑  <b>Extra Features</b> WOOD FENCE				
Sale Date	Book	Page	Value	Type	Official Records (New Window)																																														
12/20/2019	8223	1847	\$1,132,000	WD	📄																																														
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<b>Parcel Information</b>					<a href="#">Launch Interactive Map</a>																																														

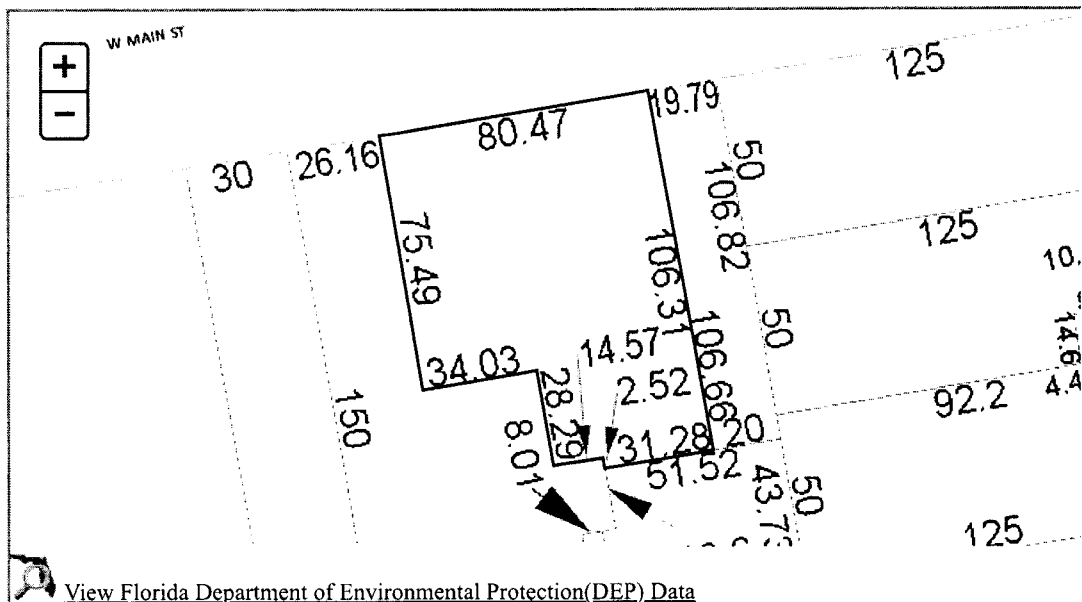
Section  
Map Id:  
CA073

Approx.  
Acreage:  
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Evacuation  
& Flood  
Information  
[Open](#)  
[Report](#)




#### Buildings

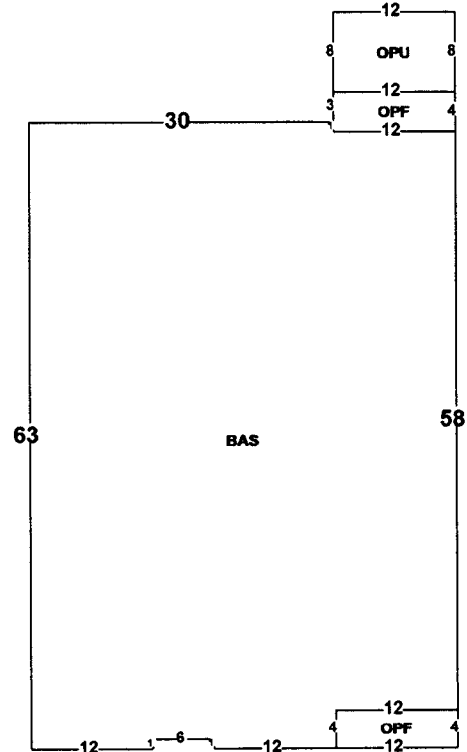
Address: 15 W MAIN ST, Year Built: 1908, Effective Year: 2010, PA Building ID#: 27720

##### Structural Elements

DECOR/MILLWORK-ABOVE AVERAGE  
DWELLING UNITS-0  
EXTERIOR WALL-BRICK-COMMON  
FLOOR COVER-VINYL/CORK  
FOUNDATION-SLAB ON GRADE  
HEAT/AIR-CENTRAL H/AC  
INTERIOR WALL-DRYWALL-PLASTER  
INTERIOR WALL-EXPOSED BLK/BRK  
NO. PLUMBING FIXTURES-4  
NO. STORIES-1  
ROOF COVER-BLT UP ON WOOD  
ROOF FRAMING-RIGID FRAME/BAR  
STORY HEIGHT-14  
STRUCTURAL FRAME-WOOD FRAME

 Areas - 2772 Total SF

BASE AREA - 2580  
OPEN PORCH FIN - 96  
OPEN PORCH UNF - 96



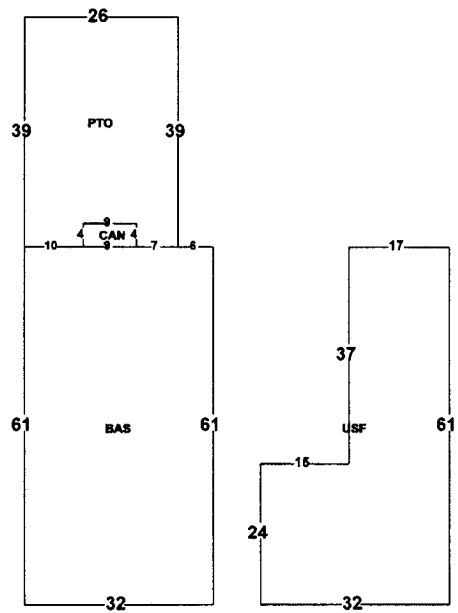
Address: 7 W MAIN ST, Year Built: 1958, Effective Year: 2010, PA Building ID#: 27721

Structural Elements

DECOR/MILLWORK-ABOVE AVERAGE  
DWELLING UNITS-0  
EXTERIOR WALL-BRICK-FACE/VENEER  
EXTERIOR WALL-CONCRETE BLOCK  
FLOOR COVER-CARPET  
FOUNDATION-SLAB ON GRADE  
HEAT/AIR-CENTRAL H/AC  
INTERIOR WALL-DRYWALL-PLASTER  
INTERIOR WALL-EXPOSED BLK/BRK  
NO. STORIES-2  
ROOF COVER-DIMEN/ARCH SHNG  
ROOF FRAMING-GABLE  
STORY HEIGHT-11  
STRUCTURAL FRAME-MASONRY PIL/STL

Areas - 4363 Total SF

BASE AREA - 1952  
CANOPY - 36  
PATIO - 978  
UPPER STORY FIN - 1397



Images



2/28/2024 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.3692)



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

THE ATTACHED REPORT IS ISSUED TO:

SCOTT LUNSFORD, ESCAMBIA COUNTY TAX COLLECTOR

TAX ACCOUNT #: 15-4350-800 CERTIFICATE #: 2022-7585

THIS REPORT IS NOT TITLE INSURANCE. THE LIABILITY FOR ERRORS OR OMISSIONS IN THIS REPORT IS LIMITED TO THE PERSON(S) EXPRESSLY IDENTIFIED BY NAME IN THE PROPERTY INFORMATION REPORT AS THE RECIPIENT(S) OF THE PROPERTY INFORMATION REPORT.

The attached Report prepared in accordance with the instructions given by the user named above includes a listing of the owner(s) of record of the land described herein together with current and delinquent ad valorem tax information and a listing and copies of all open or unsatisfied leases, mortgages, judgments and encumbrances recorded in the Official Record Books of Escambia County, Florida that appear to encumber the title to said land as listed on page 2 herein. It is the responsibility of the party named above to verify receipt of each document listed. If a copy of any document listed is not received, the office issuing this Report must be contacted immediately.

**This Report is subject to:** Current year taxes; taxes and assessments due now or in subsequent years; oil, gas, and mineral or any subsurface rights of any kind or nature; easements, restrictions and covenants of record; encroachments, overlaps, boundary line disputes, and any other matters that would be disclosed by an accurate survey and inspection of the premises.

This Report does not insure or guarantee the validity or sufficiency of any document attached, nor is it to be considered a title insurance policy, an opinion of title, a guarantee of title, or as any other form of guarantee or warranty of title.

Use of the term "Report" herein refers to the Property Information Report and the documents attached hereto.

Period Searched: March 17, 2005 to and including March 17, 2025 Abstractor: Andrew Hunt

BY

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



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

March 20, 2025

Tax Account #: **15-4350-800**

1. The Grantee(s) of the last deed(s) of record is/are: **HH2 ENTERPRISE LLC**

**By Virtue of Warranty Deed recorded 12/31/2019 in OR 8223/1847**

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 BBVA USA recorded 12/31/2019 – OR 8223/1850**

4. Taxes:

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

**Tax Account #: 15-4350-800**

**Assessed Value: \$620,614.00**

**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 #:** 15-4350-800  
**CERTIFICATE #:** 2022-7585

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

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

**HH2 ENTERPRISE LLC**  
**1130 E LEE ST**  
**PENSACOLA, FL 32503**

**HH2 ENTERPRISE LLC**  
**HURST BUTTS**  
**7 W MAIN ST**  
**PENSACOLA, FL 32502**

**BBVA USA**  
**5055 BAYOU BLVD**  
**PENSACOLA, FL 32503**

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

**PERDIDO TITLE & ABSTRACT, INC.**



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 #:15-4350-800**

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

**BEG AT A 1/2 IN CAPPED IRON ROD LB #7073 AT THE SE COR OF BLK 25 PT ALSO BEING THE INTER OF W R/W LI OF S PALAFOX ST (80 FT R/W) AND THE N R/W LI W CEDAR ST (60 FT R/W) RUN NORTH 90 DEG 0 MIN 0 SEC W ALG N R/W LI W CEDAR ST 180.46 FT TO 1/2 IN CAPPED IRON ROD LB #7107 DEPARTING N R/W LI RUN N 0 DEG 17 MIN 21 SEC E 124.87 FT S 89 DEG 47 MIN 22 SEC E 3.72 FT N 0 DEG 5 MIN 58 SEC E 21.16 FT FOR POB N 89 DEG 54 MIN 2 SEC W 14.57 FT N 0 DEG 02 MIN 19 SEC W 28.29 FT S 89 DEG 49 MIN 12 SEC W 34.03 FT N 0 DEG 01 MIN 28 SEC E 75.49 FT TO PT ON S R/W LI OF W MAIN ST (80 FT R/W) S 89 DEG 55 MIN 21 SEC E ALG S R/W LI 80.47 FT S 0 DEG 19 MIN 46 SEC W 106.31 FT N 89 DEG 38 MIN 38 SEC W 31.28 FT N 0 DEG 05 MIN 58 SEC E 2.52 FT TO POB OR 8223 P 1847 CA 73**

**SECTION 00, TOWNSHIP 0 S, RANGE 00 W**

**TAX ACCOUNT NUMBER 15-4350-800(0725-50)**

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

Recorded in Public Records 12/31/2019 11:44 AM OR Book 8223 Page 1847,  
Instrument #2019113506, Pam Childers Clerk of the Circuit Court Escambia  
County, FL Recording \$27.00 Deed Stamps \$7,924.00

This Instrument Prepared by and Return to:  
**CHARLES JAMES**  
CLARK PARTINGTON  
125 East Intendencia Street, 4th Floor  
Pensacola, FL 32502

Record Deed: \$ 27.00  
Deed Documentary Stamps: \$7,924.00  
Total: \$7,951.00

CP File No.: 191213

Property Appraiser's Parcel ID Nos.: 000S009100220025 and  
000S009100290025

STATE OF FLORIDA  
COUNTY OF ESCAMBIA

### **WARRANTY DEED**

**THIS WARRANTY DEED**, made and executed on the 30th day of December, 2019 by **Main Street Stores, LLC, a Florida limited liability company** (the "Grantor"), whose address is 321 N. Devilliers St., Suite 103, Pensacola, FL 32501 to **HH2 Enterprise LLC, a Florida limited liability company** (the "Grantee"), whose post office address is 1130 E. Lee St., Pensacola, FL 32503.

Grantor, for and in consideration of No Dollars And No/100 (\$0.00) Dollars and other valuable considerations, receipt whereof is hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms unto the Grantee and Grantee's heirs, successors, and/or assigns, all that certain land situate in Escambia County, State of Florida, as more particularly described on **Exhibit "A"** attached hereto.

**TOGETHER**, with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining free from all exemptions.

**TO HAVE AND TO HOLD**, the same in fee simple forever.

Subject to zoning, restrictions, prohibitions and other requirements imposed by governmental authorities; restrictions, instruments and matters of record or appearing on the plat or otherwise common to the subdivision, if the Property is in a subdivision; valid easements and mineral reservations of record affecting the Property, if any; and taxes for the current year and subsequent years; all of which are not hereby reimposed.

And Grantor hereby covenants with Grantee that Grantor is lawfully seized of an indefeasible estate in fee simple in the Property, and has a good right to convey the same; that it is free of lien or encumbrance; and Grantor hereby fully warrants the title to Property and will defend the same against all persons lawfully claiming the same.

**IN WITNESS WHEREOF**, the said Grantor has signed and sealed these presents the day and year first above written.

[Signature page follows on the next page.]

BK: 8223 PG: 1848

Signed, sealed and delivered in our presence:

GRANTOR:

Main Street Stores, LLC,  
a Florida limited liability company

BY: Quinton D. Studer

Quinton D. Studer  
Manager

Signature of Witness No. 1

Charles F. James IV  
Print Name of Witness No. 1

Signature of Witness No. 2

Barbara S Payne  
Print Name of Witness No. 2

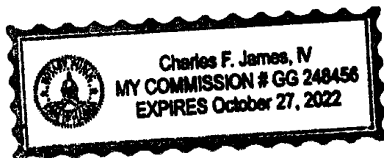
STATE OF FLORIDA  
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 20<sup>th</sup> day of December, 2019, by  
Quinton D. Studer, as Manager on behalf of Main Street Stores, LLC, a Florida limited liability company,  
who is personally known to me.

(NOTARY SEAL)

NOTARY PUBLIC

My Commission expires: \_\_\_\_\_



BK: 8223 PG: 1849 Last Page

**EXHIBIT "A"**  
**Legal Description**

PARCEL B (HH2 Site)

A PORTION OF LOTS 25, 28, AND 29, BLOCK 25 OF THE WATERFRONT TRACT OF THE CITY OF PENSACOLA, ESCAMBIA COUNTY, FLORIDA, ACCORDING TO MAP OF SAID CITY COPYRIGHTED BY THOMAS C. WATSON IN 1906, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT A 1/2" CAPPED IRON ROD LB #7073 AT THE SOUTHEAST CORNER OF SAID BLOCK 25, SAID POINT ALSO BEING THE INTERSECTION OF THE WEST RIGHT-OF-WAY LINE OF SOUTH PALAFOX STREET (80' R/W), AND THE NORTH RIGHT-OF-WAY LINE OF WEST CEDAR STREET (60' R/W); THENCE RUN NORTH 90 DEGREES 00 MINUTES 00 SECONDS WEST ALONG THE NORTH RIGHT-OF-WAY LINE OF SAID WEST CEDAR STREET A DISTANCE OF 180.46 FEET TO A 1/2" CAPPED IRON ROD LB #7107; THENCE DEPARTING SAID NORTH RIGHT-OF-WAY LINE RUN NORTH 00 DEGREES 17 MINUTES 21 SECONDS EAST A DISTANCE OF 124.87 FEET; THENCE RUN SOUTH 89 DEGREES 47 MINUTES 22 SECONDS EAST A DISTANCE OF 3.72 FEET; THENCE RUN NORTH 00 DEGREES 05 MINUTES 58 SECONDS EAST A DISTANCE OF 21.16 FEET TO THE POINT OF BEGINNING; THENCE RUN NORTH 89 DEGREES 54 MINUTES 02 SECONDS WEST A DISTANCE OF 14.57 FEET; THENCE RUN NORTH 00 DEGREES 02 MINUTES 19 SECONDS WEST A DISTANCE OF 28.29 FEET; THENCE RUN SOUTH 89 DEGREES 49 MINUTES 12 SECONDS WEST A DISTANCE OF 34.03 FEET; THENCE RUN NORTH 00 DEGREES 01 MINUTES 28 SECONDS EAST A DISTANCE OF 75.49 FEET TO A POINT ON THE SOUTH RIGHT-OF-WAY LINE OF WEST MAIN STREET (80' R/W); THENCE RUN SOUTH 89 DEGREES 55 MINUTES 21 SECONDS EAST ALONG SAID SOUTH RIGHT-OF-WAY LINE A DISTANCE OF 80.47 FEET; THENCE DEPARTING SAID SOUTH RIGHT-OF-WAY LINE RUN SOUTH 00 DEGREES 19 MINUTES 46 SECONDS WEST A DISTANCE OF 106.31 FEET; THENCE RUN NORTH 89 DEGREES 38 MINUTES 38 SECONDS WEST A DISTANCE OF 31.28 FEET; THENCE RUN NORTH 00 DEGREES 05 MINUTES 58 SECONDS EAST A DISTANCE OF 2.52 FEET TO THE POINT OF BEGINNING.

Recorded in Public Records 12/31/2019 11:44 AM OR Book 8223 Page 1850,  
Instrument #2019113507, Pam Childers Clerk of the Circuit Court Escambia  
County, FL Recording \$78.00 MTG Stamps \$2,625.00 Int. Tax \$1,500.00

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**RECORDATION REQUESTED BY:**

BBVA USA  
FLZ PENSACOLA COMMERCIAL BANKING  
5055 BAYOU BLVD  
PENSACOLA, FL 32503

**WHEN RECORDED MAIL TO:**

BBVA USA  
Attn: Loan Operations  
P. O. Box 10343  
Birmingham, AL 35202

This Mortgage prepared by:

Name: VIVETTE HILL, LOAN PROCESSOR  
Company: BBVA USA  
Address: 401 W VALLEY AVENUE, HOMEWOOD, AL 35209



\*06500000000067737241380ALSO745\*

**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 \$750,000.00, 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 30, 2019, is made and executed between HH2 ENTERPRISE LLC (referred to below as "Grantor") and BBVA USA, whose address is 5055 BAYOU BLVD, PENSACOLA, FL 32503 (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:

**EXHIBIT "A"**

The Real Property or its address is commonly known as 7 AND 15 WEST MAIN STREET, PENSACOLA, FL 32502.

**CROSS-COLLATERALIZATION.** In addition to the Note, this Mortgage secures all obligations, debts and liabilities, plus interest thereon, of Grantor to Lender, or any one or more of them, as well as all claims by Lender against Grantor or any one or more of them, whether now existing or hereafter arising, whether related or unrelated to the purpose of the Note, whether voluntary or otherwise, whether due or not due, direct or indirect, determined or undetermined, absolute or contingent, liquidated or unliquidated, whether Grantor may be liable individually or jointly with others, whether obligated as guarantor, surety, accommodation party or otherwise, and whether recovery upon such amounts may be or hereafter may become barred by any statute of limitations, and whether the obligation to repay such amounts may be or hereafter may become otherwise unenforceable.

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 \$750,000.00, 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 shall use, generate, manufacture, store, treat, dispose of or release any Hazardous Substance on, under, about or from 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 to make such inspections and tests, at Grantor's expense, as Lender may deem appropriate to determine compliance of 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

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warranties contained herein are based on Grantor's due diligence in investigating the Property for Hazardous Substances. Grantor 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, hold harmless, and defend 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 of a hazardous waste or substance on the Property, or a breach or violation of any environmental laws on the Property, whether or not the same was or should have been known to Grantor. The provisions of this section of the Mortgage, involving the obligation to indemnify, hold harmless, 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.

Without otherwise limiting Grantor's covenants as provided herein, Grantor shall not without Lender's prior written consent, remove or permit the removal of sand, gravel or topsoil, or engage in borrow pit operations, or use or permit the use of the Property as a land fill or dump, or store, burn or bury or permit the storage, burning or burying of any material or product which may result in contamination of the Property or the groundwater or which may require the issuance of a permit by the Environmental Protection Agency or any state or local government agency governing the issuance of hazardous or toxic waste permits, or request or permit a change in zoning or land use classification, or cut or remove or suffer the cutting or removal of any trees or timber from the Property.

At its sole cost and expense, Grantor shall comply with and shall cause all occupants of the Property to comply with all Environmental Laws with respect to the disposal of industrial refuse or waste, and/or the discharge, processing, manufacture, generation, treatment, removal, transportation, storage and handling of Hazardous Substances, and pay immediately when due the cost of removal of any such wastes or substances from, and keep the Property free of any lien imposed pursuant to such laws, rules, regulations and orders.

Grantor shall not install or permit to be installed in or on the Property, friable asbestos or any substance containing asbestos and deemed hazardous by federal, state or local laws, rules, regulations or orders respecting such material. Grantor shall further not install or permit the installation of any machinery, equipment or fixtures containing polychlorinated biphenyls (PCBs) on or in the Property. With respect to any such material or materials currently present in or on the Property, Grantor shall promptly comply with all applicable Environmental Laws regarding the safe removal thereof, at Grantor's expense.

Grantor shall indemnify and defend Lender and hold Lender harmless from and against all loss, cost, damage and expense (including, without limitation, attorneys' fees and costs incurred in the investigation, defense and settlement of claims) that Lender may incur as a result of or in connection with the assertion against Lender of any claim relating to the presence or removal of any Hazardous Substance, or compliance with any Environmental Law. No notice from any governmental body has ever been served upon Grantor or, to Grantor's knowledge after due inquiry, upon any prior owner of the Property, claiming a violation of or under any Environmental Law or concerning the environmental state, condition or quality of the Property, or the use thereof, or requiring or calling attention to the need for any work, repairs, construction, removal, cleanup, alterations, demolition, renovation or installation on, or in connection with, the Property in order to comply with any Environmental Law; and upon receipt of any such notice, Grantor shall take any and all steps, and shall perform any and all actions necessary or appropriate to comply with the same, at Grantor's expense. In the event Grantor fails to do so, Lender may declare this Mortgage to be in default.

**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 hereafter in effect, of all governmental authorities applicable to the use or occupancy of the Property, including without 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 restructuring of the legal entity (whether by merger, division or otherwise) or 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, 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 filed as a result of nonpayment, Grantor shall within fifteen (15) days after the lien arises or, if a lien is filed, within fifteen (15) days after Grantor has notice of the filing, 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 against the Property.



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**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 clause, 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 flood insurance, if available, within 45 days after notice is given by Lender that the Property is located in a special flood hazard area, for the 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. Flood insurance may be purchased under the National Flood Insurance Program, from private insurers providing "private flood insurance" as defined by applicable federal flood insurance statutes and regulations, or from another flood insurance provider that is both acceptable to Lender in its sole discretion and permitted by applicable federal flood insurance statutes and regulations.

**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 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.

**Unexpired Insurance at Sale.** Any unexpired insurance shall inure to the benefit of, and pass to, the purchaser of the Property covered by this Mortgage at any trustee's sale or other sale held under the provisions of this Mortgage, or at any foreclosure sale of such Property.

**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.

**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 when due any amounts Grantor is required 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 bear interest at the rate charged under the Note from the date incurred or paid by Lender to the date of repayment by Grantor. All such expenses will become a part of the Indebtedness and, at Lender's option, will (A) be payable on demand; (B) be added to the balance of the Note 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 the occurrence of any Event of 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:

**Notice of Proceedings.** Grantor shall immediately notify Lender in writing should all or any part of the Property become subject to any condemnation or expropriation proceedings or other similar proceedings, including without limitation, any condemnation, confiscation, eminent domain, inverse condemnation or temporary requisition or taking of the mortgaged Property, or any part or parts of the Property. Grantor further agrees to promptly take such steps as may be necessary and proper within Lender's sole judgment and at Grantor's expense, to defend any such condemnation or expropriation proceedings and obtain the proceeds derived from such proceedings. Grantor shall not agree to any settlement or compromise or any condemnation or expropriation claim without Lender's prior written consent.

**Lender's Participation.** Lender may, at Lender's sole option, elect to participate in any such condemnation or expropriation proceedings and be represented by counsel of Lender's choice. Grantor agrees to provide Lender with such documentation as Lender may request to permit Lender to so participate and to reimburse Lender for Lender's costs associated with Lender's participation, including Lender's reasonable attorneys' fees.

**Conduct of Proceedings.** If Grantor fails to defend any such condemnation or expropriation proceedings to Lender's satisfaction,

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Lender may undertake the defense of such a proceeding for and on behalf of Grantor. To this end, Grantor irrevocably appoints Lender as Grantor's agent and attorney-in-fact, such agency being coupled with an interest, to bring, defend, adjudicate, settle, or otherwise compromise such condemnation or expropriation claims; it being understood, however, that, unless one or more Events of Default (other than the condemnation or expropriation of the Property) then exists under this Mortgage, Lender will not agree to any final settlement or compromise of any such condemnation or expropriation claim without Grantor's prior approval, which approval shall not be unreasonably withheld.

**Application of Net Proceeds.** Lender shall have the right to receive all proceeds derived or to be derived from the condemnation, expropriation, confiscation, eminent domain, inverse condemnation, or any permanent or temporary requisition or taking of the Property, or any part or parts of the Property ("condemnation proceeds"). In the event that Grantor should receive any such condemnation proceeds, Grantor agrees to immediately turn over and to pay such proceeds to Lender. All condemnation proceeds, which are received by, or which are payable to either Grantor or Lender, shall be applied, at Lender's sole option and discretion, and in such manner as Lender may determine (after payment of all reasonable costs, expenses and attorneys' fees necessarily paid or incurred by Grantor and/or Lender), for the purpose of: (a) replacing or restoring the condemned, expropriated, confiscated, or taken Property; or (b) reducing the then outstanding balance of the Indebtedness, together with interest thereon, with such payments being applied in the manner provided in this Mortgage. Lender's receipt of such condemnation proceeds and the application of such proceeds as provided in this Mortgage shall not affect the lien of this Mortgage.

**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 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, or made by Guarantor, or any other guarantor, endorser, surety, or accommodation party, under this Mortgage or the Related Documents in connection with the obtaining of the Indebtedness evidenced by the Note or any security document directly or indirectly securing repayment of the Note 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.

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**MORTGAGE  
(Continued)**

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**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.

**Death or Insolvency.** The dissolution of Grantor's (regardless of whether election to continue is made), any member withdraws from the limited liability company, or any other termination of Grantor's existence as a going business or the death of any member, 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.

**Execution; Attachment.** Any execution or attachment is levied against the Property, and such execution or attachment is not set aside, discharged or stayed within thirty (30) days after the same is levied.

**Change in Zoning or Public Restriction.** Any change in any zoning ordinance or regulation or any other public restriction is enacted, adopted or implemented, that limits or defines the uses which may be made of the Property such that the present or intended use of the Property, as specified in the Related Documents, would be in violation of such zoning ordinance or regulation or public restriction, as changed.

**Default Under Other Lien Documents.** A default occurs under any other mortgage, deed of trust or security agreement covering all or any portion of the Property.

**Judgment.** Unless adequately covered by insurance in the opinion of Lender, the entry of a final judgment for the payment of money involving more than ten thousand dollars (\$10,000.00) against Grantor and the failure by Grantor to discharge the same, or cause it to be discharged, or bonded off to Lender's satisfaction, within thirty (30) days from the date of the order, decree or process under which or pursuant to which such judgment was entered.

**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, or any other guarantor, endorser, surety, or accommodation party of any of the Indebtedness or any Guarantor, or any other guarantor, endorser, surety, or accommodation party 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.

**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

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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.

**AUTHENTICATED DEMANDS AND REQUESTS.** If Grantor makes an authenticated demand or a request for an accounting, a request regarding the Collateral, a request regarding a statement of Grantor's account or a request for a termination statement under the Uniform Commercial Code, Grantor agrees to address the demand or request to Lender at the following address: BBVA USA Loan Research Dept., P. O. Box 11830, Birmingham, Alabama 35202. Grantor agrees that, to the extent permitted by applicable law, Lender has no duty or obligation to respond to the demand or request until Lender receives it or notice of it at this address.

**APPLICATION OF PROCEEDS.** If Borrower is in default and Lender proceeds to enforce its rights hereunder, the proceeds from any sale or other disposition of the Property shall be applied as follows (unless applicable law provides otherwise, in which case the proceeds will be applied as required by applicable law): first, to the expense of advertising, preparing, selling, and conveying the Property, including reasonable attorney fees incurred by Lender in enforcing its rights, including any injunction proceeding, bankruptcy, appeal, or other proceeding challenging the Lender's rights; second, to the payment of any amounts expended or that may be necessary to expend to pay insurance, taxes, assessments, and other liens and Mortgages or Deeds of Trust; third, in full or partial payment of the Indebtedness in such order as Lender may elect; and fourth, the balance, if any, to be paid in accordance with the requirements of law.

**NO ASSIGNMENT.** Notwithstanding any other provisions herein to the contrary, each party signing below agrees not to assign any of the party's rights or obligations hereunder.

**NON-LIABILITY OF LENDER.** The relationship between Borrower and Lender created by this Agreement is strictly a debtor and creditor relationship and not fiduciary in nature, nor is the relationship to be construed as creating any partnership or joint venture between Lender and Borrower. Borrower is exercising Borrower's own judgment with respect to Borrower's business. All information supplied to Lender is for Lender's protection only and no other party is entitled to rely on such information. There is no duty for Lender to review, inspect, supervise or inform Borrower of any matter with respect to Borrower's business. Lender and Borrower intend that Lender may reasonably rely on all information supplied by Borrower and any investigation or failure to investigate will not diminish Lender's right to so rely.

**ADDITIONAL EVENTS OF DEFAULT.** Notwithstanding any other provisions herein to the contrary, each of the following also shall be an Event of Default hereunder:

- (i) If the Borrower is an LLC, any change in the ownership of twenty-five percent (25%) or more of the membership interests in Borrower.
- (ii) Any material adverse change in the financial condition of any guarantor.

**AUTHORIZATION TO OBTAIN PAYOFF INFORMATION.** Grantor authorizes any other party claiming an interest in the Property to disclose to Lender both information about that party's claim to the Property and the amount of Borrower's outstanding indebtedness to that party, including principal, interest and other fees and charges, that is secured by the Property.

**CONSTRUCTION OF DOCUMENTS.** In the event of any conflict within the provisions of this document or between this document and any Related Document, and notwithstanding any other provision to the contrary in any of the foregoing, the provisions most favorable to Lender shall control. The parties hereto agree and acknowledge that no rule of construction permitting or requiring any claimed ambiguities to be resolved against the drafting party shall be employed in the interpretation of this document or any of the Related Documents.

**JURISDICTION.** Except as otherwise provided, any legal action or proceeding arising out of or relating to the loan or other extension of credit secured by this instrument, or to enforce and defend any rights, remedies, or provisions contained in this instrument, (a "Proceeding") shall be instituted in the federal court for or the state court sitting in the county where Lender's office that made this loan is located. With respect to any Proceeding, brought by or against Lender, each of the other parties hereto, to the fullest extent permitted by law: (i) waives any objections that each such party may now or hereafter have based on venue and/or forum non conveniens of any Proceeding in such court; and (ii) irrevocably submits to the jurisdiction of any such court in any Proceeding. Notwithstanding anything to the contrary herein, Lender may commence legal proceedings or otherwise proceed against any other party in any other jurisdiction if determined by Lender to be necessary in order to fully enforce or exercise any right or remedy of Lender relating to this loan including without limitation realization upon collateral that secures this loan.

**ERRORS AND OMISSIONS.** The parties agree that if deemed necessary by Lender or any agent closing the loan evidenced by the Note, Lender or the agent may correct and adjust this document and any Related Documents on behalf of any other party, as if such other party were making the correction or adjustment, in order to correct clerical errors. A clerical error is information in a document that is missing or that does not reflect accurately another party's agreement with Lender at the time the document was executed. If any such clerical errors are material changes, the other party agrees to fully cooperate in correcting such errors within 30 days of the date of mailing by Lender of a request to do that. Any change in the documents after they are signed to reflect a change in the agreement of the parties is an "alteration" or "amendment," which must be in writing and signed by the party that will be bound by the change.

**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.

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

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**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.

**Non-Liability of Lender.** The relationship between Grantor and Lender created by this Mortgage is strictly a debtor and creditor relationship and not fiduciary in nature, nor is the relationship to be construed as creating any partnership or joint venture between Lender and Grantor. Grantor is exercising Grantor's own judgment with respect to Grantor's business. All information supplied to Lender is for Lender's protection only and no other party is entitled to rely on such information. There is no duty for Lender to review, inspect, supervise or inform Grantor of any matter with respect to Grantor's business. Lender and Grantor intend that Lender may reasonably rely on all information supplied by Grantor to Lender, together with all representations and warranties given by Grantor to Lender, without investigation or confirmation by Lender and that any investigation or failure to investigate will not diminish Lender's right to so rely.

**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.

**Sole Discretion of Lender.** Whenever Lender's consent or approval is required under this Mortgage, the decision as to whether or not to consent or approve shall be in the sole and exclusive discretion of Lender and Lender's decision shall be final and conclusive.

**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 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 HH2 ENTERPRISE LLC and includes all co-signers and co-makers signing the Note and all their successors and assigns.

**Environmental Laws.** The words "Environmental Laws" mean any and all state, federal and local statutes, regulations and ordinances 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 individually, collectively, and interchangeably 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 HH2 ENTERPRISE LLC.

**Guarantor.** The word "Guarantor" means any guarantor, surety, or accommodation party of any or all of the Indebtedness, and, in each case, the successors, assigns, heirs, personal representatives, executors and administrators of any guarantor, surety, or accommodation party.

**Guaranty.** The word "Guaranty" means the guaranty from Guarantor, or any other guarantor, endorser, surety, or accommodation party 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. Specifically, without limitation, Indebtedness includes all amounts that may be indirectly secured by the Cross-Collateralization provision of this Mortgage.

**Lender.** The word "Lender" means BBVA USA, its successors and assigns.

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

**Note.** The word "Note" means each promissory note and agreement executed by Borrower(s) evidencing a promise to pay any sum or another obligation to Lender, including specifically (but without limitation) the promissory note in the principal amount of \$750,000.00, dated DECEMBER 30, 2019, together with all renewals of, extensions, modifications, refinancings, consolidations, and substitutions of or each note or agreement. Indebtedness "evidenced by the Note or Related Documents" or "payable under the Credit Agreement and Related Documents," as this phrase is used in the definition of "Indebtedness," includes amounts indirectly secured by any Cross-Collateralization provision in this document. The final maturity date of the Note is December 30, 2034.

**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.

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**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:**

HH2 ENTERPRISE LLC

By:

HURST BUTTS, Manager of HH2 ENTERPRISE LLC

**WITNESSES:**

X

X

**LIMITED LIABILITY COMPANY ACKNOWLEDGMENT**

STATE OF FLORIDA

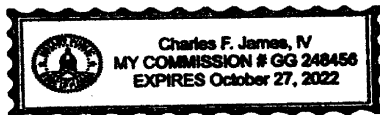
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) SS

COUNTY OF ESCAMBIA

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The foregoing instrument was acknowledged before me this 30th day of December, 20 19  
by **HURST BUTTS, Manager of HH2 ENTERPRISE LLC**, member (or agent), on behalf of **HH2 ENTERPRISE LLC**, a limited liability company.  
He or she is personally known to me or has produced \_\_\_\_\_ as identification.



(Signature of Person Taking Acknowledgment)

(Name of Acknowledger Typed, Printed or Stamped)

(Title or Rank)

(Serial Number, if any)

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**EXHIBIT "A"****PARCEL B**

A PORTION OF LOTS 25, 28, AND 29, BLOCK 25 OF THE WATERFRONT TRACT OF THE CITY OF PENSACOLA, ESCAMBIA COUNTY, FLORIDA, ACCORDING TO MAP OF SAID CITY COPYRIGHTED BY THOMAS C. WATSON IN 1906, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT A 1/2" CAPPED IRON ROD LB #7073 AT THE SOUTHEAST CORNER OF SAID BLOCK 25, SAID POINT ALSO BEING THE INTERSECTION OF THE WEST RIGHT-OF-WAY LINE OF SOUTH PALAFOX STREET (80' R/W), AND THE NORTH RIGHT-OF-WAY LINE OF WEST CEDAR STREET (60' R/W); THENCE RUN NORTH 90 DEGREES 00 MINUTES 00 SECONDS WEST ALONG THE NORTH RIGHT-OF-WAY LINE OF SAID WEST CEDAR STREET A DISTANCE OF 180.46 FEET TO A 1/2" CAPPED IRON ROD LB #7107;

THENCE DEPARTING SAID NORTH RIGHT-OF-WAY LINE RUN NORTH 00 DEGREES 17 MINUTES 21 SECONDS EAST A DISTANCE OF 124.87 FEET;

THENCE RUN SOUTH 89 DEGREES 47 MINUTES 22 SECONDS EAST A DISTANCE OF 3.72 FEET;

THENCE RUN NORTH 00 DEGREES 05 MINUTES 58 SECONDS EAST A DISTANCE OF 21.16 FEET TO THE POINT OF BEGINNING;

THENCE RUN NORTH 89 DEGREES 54 MINUTES 02 SECONDS WEST A DISTANCE OF 14.57 FEET;

THENCE RUN NORTH 00 DEGREES 02 MINUTES 19 SECONDS WEST A DISTANCE OF 28.29 FEET;

THENCE RUN SOUTH 89 DEGREES 49 MINUTES 12 SECONDS WEST A DISTANCE OF 34.03 FEET;

THENCE RUN NORTH 00 DEGREES 01 MINUTES 28 SECONDS EAST A DISTANCE OF 75.49 FEET TO A POINT ON THE SOUTH RIGHT-OF-WAY LINE OF WEST MAIN STREET (80' R/W);

THENCE RUN SOUTH 89 DEGREES 55 MINUTES 21 SECONDS EAST ALONG SAID SOUTH RIGHT-OF-WAY LINE A DISTANCE OF 80.47 FEET;

THENCE DEPARTING SAID SOUTH RIGHT-OF-WAY LINE RUN SOUTH 00 DEGREES 19 MINUTES 46 SECONDS WEST A DISTANCE OF 106.31 FEET;

THENCE RUN NORTH 89 DEGREES 38 MINUTES 38 SECONDS WEST A DISTANCE OF 31.28 FEET;

THENCE RUN NORTH 00 DEGREES 05 MINUTES 58 SECONDS EAST A DISTANCE OF 2.52 FEET TO THE POINT OF BEGINNING.

STATE OF FLORIDA  
COUNTY OF ESCAMBIA

CERTIFICATE OF NOTICE OF MAILING  
NOTICE OF APPLICATION FOR TAX DEED

CERTIFICATE # 07585 of 2022

I, PAM CHILDERS, CLERK OF THE CIRCUIT COURT OF ESCAMBIA COUNTY, FLORIDA, do hereby certify that I did on May 15, 2025, mail a copy of the foregoing Notice of Application for Tax Deed, addressed to:

HH2 ENTERPRISE LLC 1130 E LEE ST PENSACOLA, FL 32503	HH2 ENTERPRISE LLC C/O HURST BUTTS 7 W MAIN ST PENSACOLA FL 32502
--	--

BBVA USA 5055 BAYOU BLVD PENSACOLA FL 32503
---

WITNESS my official seal this 15th day of May 2025.



PAM CHILDERS  
CLERK OF THE CIRCUIT COURT  
ESCAMBIA COUNTY, FLORIDA

By:  
Emily Hogg  
Deputy Clerk



## WARNING

THERE ARE UNPAID TAXES ON PROPERTY WHICH YOU OWN OR IN WHICH YOU HAVE A LEGAL INTEREST. THE PROPERTY WILL BE SOLD AT PUBLIC AUCTION ON July 2, 2025, UNLESS THE TAXES ARE PAID. SHOULD YOU NEED FURTHER INFORMATION CONTACT THE CLERK OF THE CIRCUIT COURT IMMEDIATELY AT 850-595-3793.

## NOTICE OF APPLICATION FOR TAX DEED

NOTICE IS HEREBY GIVEN, That TLGFY LLC holder of Tax Certificate No. 07585, issued the 1st day of June, A.D., 2022 has filed same in my office and has made application for a tax deed to be issued thereon. Said certificate embraces the following described property in the County of Escambia, State of Florida, to wit:

(see attached)

SECTION 00, TOWNSHIP 0 S, RANGE 00 W

TAX ACCOUNT NUMBER 154350800 (0725-50)

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

HH2 ENTERPRISE LLC

Unless said certificate shall be redeemed according to law, the property described therein will be sold to the highest bidder at public auction at 9:00 A.M. on the first Wednesday in the month of July, which is the 2nd day of July 2025.

Dated this 16th day of May 2025.

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



PAM CHILDERS  
CLERK OF THE CIRCUIT COURT  
ESCAMBIA COUNTY, FLORIDA

By:  
Emily Hogg  
Deputy Clerk

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## LEGAL DESCRIPTION

BEG AT A 1/2 IN CAPPED IRON ROD LB #7073 AT THE SE COR OF BLK 25 PT ALSO BEING THE INTER OF W R/W LI OF S PALAFOX ST (80 FT R/W) AND THE N R/W LI W CEDAR ST (60 FT R/W) RUN NORTH 90 DEG 0 MIN 0 SEC W ALG N R/W LI W CEDAR ST 180.46 FT TO 1/2 IN CAPPED IRON ROD LB #7107 DEPARTING N R/W LI RUN N 0 DEG 17 MIN 21 SEC E 124.87 FT S 89 DEG 47 MIN 22 SEC E 3.72 FT N 0 DEG 5 MIN 58 SEC E 21.16 FT FOR POB N 89 DEG 54 MIN 2 SEC W 14.57 FT N 0 DEG 02 MIN 19 SEC W 28.29 FT S 89 DEG 49 MIN 12 SEC W 34.03 FT N 0 DEG 01 MIN 28 SEC E 75.49 FT TO PT ON S R/W LI OF W MAIN ST (80 FT R/W) S 89 DEG 55 MIN 21 SEC E ALG S R/W LI 80.47 FT S 0 DEG 19 MIN 46 SEC W 106.31 FT N 89 DEG 38 MIN 38 SEC W 31.28 FT N 0 DEG 05 MIN 58 SEC E 2.52 FT TO POB OR 8223 P 1847 CA 73

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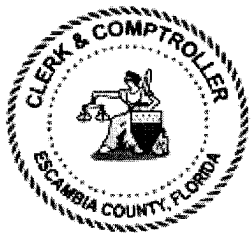
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### Post Property:

7 W MAIN ST 32502



PAM CHILDERS  
CLERK OF THE CIRCUIT COURT  
ESCAMBIA COUNTY, FLORIDA

By:  
Emily Hogg  
Deputy Clerk

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### Personal Services:

**HH2 ENTERPRISE LLC**  
1130 E LEE ST  
PENSACOLA, FL 32503

PAM CHILDERS  
CLERK OF THE CIRCUIT COURT  
ESCAMBIA COUNTY, FLORIDA



By:  
Emily Hogg  
Deputy Clerk

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ESCAMBIA COUNTY SHERIFF'S OFFICE  
ESCAMBIA COUNTY, FLORIDA

0725.50

**NON-ENFORCEABLE RETURN OF SERVICE**

**Document Number:** ECSO25CIV017588NON

**Agency Number:** 25-006484

**Court:** TAX DEED

**County:** ESCAMBIA

**Case Number:** CERT NO 07585 2022

**Attorney/Agent:**

PAM CHILDERS  
CLERK OF COURT  
TAX DEED

**Plaintiff:** IN RE HH2 ENTERPRISE LLC

**Defendant:**

**Type of Process:** NOTICE OF APPLICATION FOR TAX DEED

Received this Writ on 5/23/2025 at 8:49 AM and served same at 4:01 PM on 5/23/2025 in ESCAMBIA COUNTY, FLORIDA, by serving POST PROPERTY , the within named, to wit: , .

POSTED TO PROPERTY PER CLERKS OFFICE INSTRUCTIONS

CHIP W SIMMONS, SHERIFF  
ESCAMBIA COUNTY, FLORIDA

By: \_\_\_\_\_

*J. Reid 928*  
J. REID, CPS

Service Fee: \$40.00

Receipt No: BILL

Printed By: GBGUY

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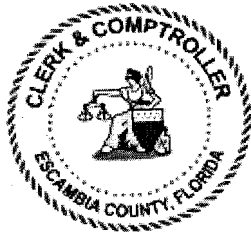
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Post Property:

7 W MAIN ST 32502



PAM CHILDERS  
CLERK OF THE CIRCUIT COURT  
ESCAMBIA COUNTY, FLORIDA

By:  
Emily Hogg  
Deputy Clerk

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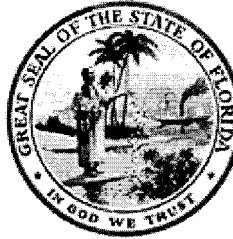
RECEIVED  
2025 MAY 16 PM 4:49  
CLERK OF THE CIRCUIT COURT  
SHERRI'S OFFICE  
CIVIL UNIT



# LEGAL DESCRIPTION

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**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: 154350800 Certificate Number: 007585 of 2022**

**Payor: HURST A BUTTS 1013 HARBOURVIEW CIR PENSACOLA FL 32507 Date 6/3/2025**

Clerk's Check #	1	Clerk's Total	\$558.60
Tax Collector Check #	1	Tax Collector's Total	\$42,436.92
		Postage	\$24.60
		Researcher Copies	\$0.00
		Recording	\$10.00
		Prep Fee	\$7.00
		Total Received	<del>\$43,037.12</del>

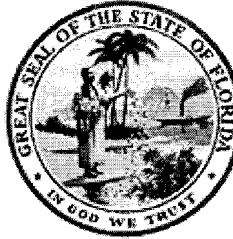
**\$42,429.12**  
**\$42,470.72**

**PAM CHILDERS  
 Clerk of the Circuit Court**

Received By:  
 Deputy Clerk

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

**PAM CHILDERS**  
 CLERK OF THE CIRCUIT COURT  
 ARCHIVES AND RECORDS  
 CHILDSUPPORT  
 CIRCUIT CIVIL  
 CIRCUIT CRIMINAL  
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**COUNTY OF ESCAMBIA  
 OFFICE OF THE  
 CLERK OF THE CIRCUIT COURT**

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

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

**Case # 2022 TD 007585**

**Redeemed Date 6/3/2025**

**Name HURST A BUTTS 1013 HARBOURVIEW CIR PENSACOLA FL 32507**

Clerk's Total = TAXDEED	\$558.60	<del>\$42,436.92</del> <b>\$42,429.12</b>
Due Tax Collector = TAXDEED	\$42,436.92	
Postage = TD2	\$24.60	
ResearcherCopies = TD6	\$0.00	
Release TDA Notice (Recording) = RECORD2	\$10.00	
Release TDA Notice (Prep Fee) = TD4	\$7.00	

• For Office Use Only

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

**FINANCIAL SUMMARY**

No Information Available - See Dockets




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

**Tax Deed - Redemption Calculator**

**Account: 154350800 Certificate Number: 007585 of 2022**

Redemption  Application Date  Interest Rate

	Final Redemption Payment ESTIMATED	Redemption Overpayment ACTUAL
	Auction Date <input type="text" value="7/2/2025"/>	Redemption Date <input type="text" value="6/3/2025"/> 
Months	15	14
Tax Collector	<input type="text" value="\$34,637.28"/>	<input type="text" value="\$34,637.28"/>
Tax Collector Interest	\$7,793.39	\$7,273.83
Tax Collector Fee	<input type="text" value="\$6.25"/>	<input type="text" value="\$6.25"/>
Total Tax Collector	\$42,436.92	<input type="text" value="\$41,917.36"/>
Record TDA Notice	<input type="text" value="\$17.00"/>	<input type="text" value="\$17.00"/>
Clerk Fee	<input type="text" value="\$119.00"/>	<input type="text" value="\$119.00"/>
Sheriff Fee	<input type="text" value="\$120.00"/>	<input type="text" value="\$120.00"/>
Legal Advertisement	<input type="text" value="\$200.00"/>	<input type="text" value="\$200.00"/>
App. Fee Interest	\$102.60	\$95.76
Total Clerk	\$558.60	<input type="text" value="\$551.76"/>
Release TDA Notice (Recording)	<input type="text" value="\$10.00"/>	<input type="text" value="\$10.00"/>
Release TDA Notice (Prep Fee)	<input type="text" value="\$7.00"/>	<input type="text" value="\$7.00"/>
Postage	<input type="text" value="\$24.60"/>	<input type="text" value="\$24.60"/>
Researcher Copies	<input type="text" value="\$0.00"/>	<input type="text" value="\$0.00"/>
Total Redemption Amount	\$43,037.12	\$42,510.72
	Repayment Overpayment Refund Amount	\$526.40
Book/Page	<input type="text" value="9171"/>	<input type="text" value="863"/>

ESCAMBIA COUNTY SHERIFF'S OFFICE  
ESCAMBIA COUNTY, FLORIDA

0725.50

**NON-ENFORCEABLE RETURN OF SERVICE**

**Document Number:** ECSO25CIV017528NON

**Agency Number:** 25-006434

**Court:** TAX DEED

**County:** ESCAMBIA

**Case Number:** CERT NO 07585 2022

**Attorney/Agent:**

PAM CHILDERS  
CLERK OF COURT  
TAX DEED

**Plaintiff:** HH2 ENTERPRISE LLC

**Defendant:**

**Type of Process:** NOTICE OF APPLICATION FOR TAX DEED

Received this Writ on 5/23/2025 at 8:53 AM and served same at 9:58 AM on 6/2/2025 in ESCAMBIA COUNTY, FLORIDA, by serving HH2 ENTERPRISE LLC , the within named, to wit: CHRISTY SANDWELL, MANAGER.

SERVED AT 7 WEST MAIN STREET

CHIP W SIMMONS, SHERIFF  
ESCAMBIA COUNTY, FLORIDA

By: \_\_\_\_\_

*J. Reid* 928

J. REID, CPS

Service Fee: \$40.00

Receipt No: BILL

Printed By: TDH

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1130 E LEE ST  
PENSACOLA, FL 32503

**PAM CHILDERS**  
CLERK OF THE CIRCUIT COURT  
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RECEIVED  
2025 MAY 20 10 05 AM  
ESCAMBIA COUNTY, FL  
CLERK'S OFFICE  
CIVIL UNIT

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HH2 ENTERPRISE LLC [0725-50]  
1130 E LEE ST  
PENSACOLA, FL 32503

HH2 ENTERPRISE LLC [0725-50]  
C/O HURST BUTTS  
7 W MAIN ST  
PENSACOLA FL 32502

9171 9690 0935 0128 0627 34

9171 9690 0935 0128 0627 41

BBVA USA [0725-50]  
5055 BAYOU BLVD  
PENSACOLA FL 32503

9171 9690 0935 0128 0627 27



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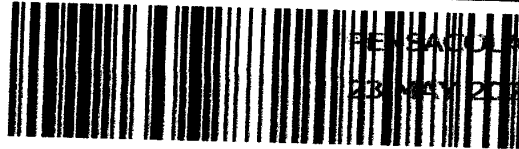
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ESCAMBIA COUNTY, FLORIDA

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**CERTIFIED MAIL™**

**Pam Childers**  
Clerk of the Circuit Court & Comptroller  
Official Records  
221 Palafox Place, Suite 110  
Pensacola, FL 32502

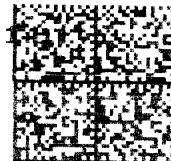


PENSACOLA FL 325

23 MAY 2025 AM 1:11

9171 9690 0935 0128 0627 41

*UTP*



quadiant

FIRST-CLASS MAIL  
IM1

**\$008.16<sup>0</sup>**

05/22/2025 ZIP 32502  
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US POSTAGE

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CLERK & COMPTROLLER  
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2025 JUN 10 A 10:34  
SOUTHAMPTON COUNTY, FL

HH2 ENTERPRISE LLC [0725-50]  
1130 E LEE ST  
PENSACOLA, FL 32503

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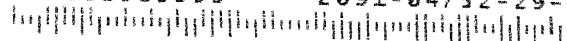
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# Escambia Sun Press

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

## STATE OF FLORIDA

County of Escambia

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

NOTICE in the matter of TAX DEED SALE

SALE DATE – 07-02-2025 – TAX CERTIFICATE #'S 07585

in the CIRCUIT Court

was published in said newspaper in the issues of

MAY 29 & JUNE 5, 12, 19, 2025

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

Digitally signed by Michael P Driver  
DN: c=US, o=The Escambia Sun Press LLC,  
dnQualifier=A01410D0000019093B5D40A000E97D9, cn=Michael P Driver  
Date: 2025.06.19 11:26:25 -05'00'

PUBLISHER

Sworn to and subscribed before me this 19TH day of JUNE  
A.D., 2025

Digitally signed by Heather Tuttle  
DN: c=US, o=The Escambia Sun Press LLC,  
dnQualifier=A01410D000001890CD5793600064AAE, cn=Heather Tuttle  
Date: 2025.06.19 11:26:59 -05'00'

HEATHER TUTTLE  
NOTARY PUBLIC



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

Page 1 of 1

### NOTICE OF APPLICATION FOR TAX DEED

NOTICE IS HEREBY GIVEN, That TLGFY LLC holder of Tax Certificate No. 07585, issued the 1st day of June, A.D., 2022 has filed same in my office and has made application for a tax deed to be issued thereon. Said certificate embraces the following described property in the County of Escambia, State of Florida, to wit:

BEG AT A 1/2 IN CAPPED IRON ROD LB #7073 AT THE SE COR OF BLK 25 PT ALSO BEING THE INTER OF W R/W LI OF S PALAFOX ST (80 FT R/W) AND THE N R/W LI W CEDAR ST (60 FT R/W) RUN NORTH 90 DEG 0 MIN 0 SEC W ALG N R/W LI W CEDAR ST 180.46 FT TO 1/2 IN CAPPED IRON ROD LB #7107 DEPARTING N R/W LI RUN N 0 DEG 17 MIN 21 SEC E 124.87 FT S 89 DEG 47 MIN 22 SEC E 3.72 FT N 0 DEG 5 MIN 58 SEC E 21.16 FT FOR POB N 89 DEG 54 MIN 2 SEC W 14.57 FT N 0 DEG 02 MIN 19 SEC W 28.29 FT S 89 DEG 49 MIN 12 SEC W 34.03 FT N 0 DEG 01 MIN 28 SEC E 75.49 FT TO PT ON S R/W LI OF W MAIN ST (80 FT R/W) S 89 DEG 55 MIN 21 SEC E ALG S R/W LI 80.47 FT S 0 DEG 19 MIN 46 SEC W 106.31 FT N 89 DEG 38 MIN 38 SEC W 31.28 FT N 0 DEG 05 MIN 58 SEC E 2.52 FT TO POB OR 8223 P 1847 CA 73 SECTION 00, TOWNSHIP 0 S, RANGE 00 W

TAX ACCOUNT NUMBER 154350800  
(0725-50)

The assessment of the said property under the said certificate issued was in the name of HH2 ENTERPRISE LLC

Unless said certificate shall be redeemed according to law, the property described therein will be sold to the highest bidder at public auction at 9:00 A.M. on the first Wednesday in the month of July, which is the 2nd day of July 2025.

Dated this 22nd day of May 2025.

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

PAM CHILDERS  
CLERK OF THE CIRCUIT COURT  
ESCAMBIA COUNTY, FLORIDA  
(SEAL)  
By: Emily Hogg  
Deputy Clerk

oaw-4w-05-29-06-05-12-19-2025